

WESTERN SYDNEY
UNIVERSITY



International Student Fee Refund Agreement

FEBRUARY 2026

INTERNATIONAL STUDENT FEE REFUND AGREEMENT

(EFFECTIVE FEBRUARY 2026)

SECTION 1 – SCOPE AND PURPOSE

1. This Agreement outlines how Western Sydney University will manage the refund of Tuition Fees and other administrative fees for fee-paying International Students (**Students**).
2. The terms and conditions of this Agreement apply to all Students who accept an offer to enrol in a Program offered by:
 - (a) Western Sydney University (CRICOS 00917K) (**University**), including Programs delivered by Third Party Providers; or
 - (b) Western Sydney University The College (CRICOS 02851G) (**The College**) (each known as a **Provider**), and includes:
 - (c) Packaged Programs and non-packaged Programs; and
 - (d) CRICOS-registered and non-CRICOS-registered Programs.
3. This Agreement should be read in conjunction with relevant University policies, including the University's:
 - (a) **Complaint Management Policy**;
 - (b) **Student Administration Policy**; and
 - (c) **Student Administration Policy – Student Fees Procedure**.
4. This Agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the Student to take action under the Australian Consumer Law if the Australian Consumer Law applies.
5. This Agreement is governed by the following legislation and regulatory frameworks:
 - (a) Education Services for Overseas Students Act 2000 (Cth) (**ESOS Act**).
 - (b) National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth).
 - (c) The Tuition Protection Service (**TPS**) requirements.

SECTION 2 – ELIGIBILITY FOR REFUND OF TUITION FEES AND OTHER ADMINISTRATIVE FEES

PART A - WHERE A PROGRAM CANNOT BE DELIVERED BY THE PROVIDER

6. If:
 - (a) after a Commencing Student has accepted a Letter of Offer, the Provider is unable to deliver the Program at the location as offered, on the Commencement Date;
 - (b) the Program ceases to be provided by the Provider at the location after it has started, but before the Student has completed the Program; or
 - (c) the Provider is unable to provide the Program in full as a result of a sanction imposed by a government regulator (**Provider Default**); and
 - (d) the Student has not withdrawn from the Program before one of these events occurred, the Provider may:
 - (e) offer the Student a suitable alternative program for a cost no higher than the cost of the originally offered Program; or
 - (f) refund to the Student any unspent Tuition Fees received by the Provider in respect of the Student, which will be calculated in accordance with the requirements of the ESOS Act.
7. The TPS may also be used by the Student to assist them to find an alternative course at no additional cost to the Student or, if that is not possible, arrange a refund to the Student of unspent prepaid Tuition Fees from the Overseas Students Tuition Fund.

PART B - WHERE A COMMENCING STUDENT DISCONTINUES A PROGRAM (OTHER THAN DUE TO A PROVIDER DEFAULT)

8. Where a Commencing Student discontinues a Program prior to, or during, their Commencing Teaching Term and requests a refund of Tuition Fees, the Provider will refund the following amounts:

DISCONTINUATION DATE	REFUND AMOUNT
(a) Before the Commencement Date	70% of Commencement Fee
(b) Between the Commencement Date and the Census Date (inclusive)	50% of Commencement Fee
(c) Between the Census Date and the end of the Commencing Teaching Term	No Refund of Commencement Fee

9. However, where a Commencing Student discontinues a Program because their student visa is refused by the Australian Government Department of Home Affairs (**DoHA**), and they provide the Provider with documentary evidence of the visa refusal, the Provider will provide a full refund of the Commencement Fee paid, minus the lesser of the following:
 - (a) 5% of the Course Fees received by the Provider before the Commencing Student discontinued the Program.
 - (b) \$500.

PART C – WHERE A CONTINUING STUDENT DISCONTINUES A PROGRAM OR IS DISCONTINUED BY THE PROVIDER (OTHER THAN DUE TO A PROVIDER DEFAULT)

10. Tuition Fees for Continuing Students enrolling in subsequent Teaching Terms are due on or before the Start Date of the Teaching Term.
11. Subject to clauses 12-13 and Part D, below, where a Continuing Student discontinues a Program or is Discontinued by the Provider prior to, or during, a subsequent Teaching Term and requests a refund of Tuition Fees, the Provider will refund the following amounts:

STUDENT DISCONTINUES A PROGRAM - DISCONTINUATION DATE	REFUND AMOUNT
(a) Before the Start Date of the Teaching Term	Full refund of Unused Credit
(b) Between the Start Date of the Teaching Term and the Census Date (inclusive)	70% of Unused Credit
(c) Between the Census Date and the end of the Teaching Term	No refund of Tuition Fees for that Teaching Term
DISCONTINUED BY THE PROVIDER	REFUND AMOUNT
(d) Discontinued for non-payment of amounts owing to the Provider in order to undertake the Program; non-enrolment in subsequent Teaching Terms; or suspended, excluded, or expelled for failure to meet academic requirements	70% of Unused Credit
(e) Suspended, excluded, or expelled following a finding of misconduct	30% of Unused Credit
(f) Student breached a condition of their student visa and their visa is subsequently cancelled by DoHA	No refund

12. However, where a Student discontinues a Program or is Discontinued by the Provider before completing 80 credit points of studies (enrolment in 80 credit points of a Program past the Census Date), and does not enrol in their subsequent Teaching Term, an administrative fee of **AUD \$6,000** will apply. This fee is a fair and reasonable estimate of the administrative and resource costs incurred by the Provider in relation to the Student's enrolment and participation in the Program.
13. Alternatively, where a Student provides the Provider with documentary evidence that they were refused a student visa by DoHA and the refusal caused the Student to:
- (a) withdraw from the Program at that location; or
 - (b) fail to pay an amount that they were liable to pay the Provider to undertake the Program, the Provider will provide a refund to the Student calculated in accordance with the requirements of the ESOS ACT.

PART D – ELIGIBILITY FOR REFUND OF UNUSED CREDIT

14. Where a Student has completed the Program or is enrolled in the last Teaching Term of the Program, the Provider may provide a full refund of Unused Credit.
15. Where a Student is continuing their studies and has credit on their Student account resulting from, but not limited to, an approved Reduced Study Load application; approved Withdrawal Without Academic Penalty application; or an overpayment, they will not be eligible for a refund of the Unused Credit. The credit will remain on the Student's account and apply to future Tuition Fees.
16. Subject to Section 2 - Part A and clauses 9 and 13, above, where a Student is discontinuing a Program or has been Discontinued by the Provider, the Student will not be eligible for a refund in instances where they did not gain approval to reduce their Standard Full-Time Study Load in any Teaching Term.

PART E – WHAT CANNOT BE REFUNDED

17. Where a Student holds an offer to enrol in a Packaged Program, the deposit paid toward the principal program specified in the Letter of Offer is a non-refundable deposit fee (**Package Offer Deposit**). The Package Offer Deposit:
- (a) is a fair and reasonable estimate of the administrative and resource costs incurred by the Provider in relation to the Student's enrolment and participation in the Packaged Program; and
 - (b) will only be applied to the principal program of study at the University and will not be refunded, other than in circumstances where clauses 6, 9, or 13 of this Agreement apply.
18. The Enrolment Fee for the English Language Program, where a Student discontinues or defers their studies.
19. An application fee for admission to a Program delivered by a Provider.
20. Overseas Health Cover (**OSHC**). The Student must make their own arrangements directly with the OSHC provider to apply for any refund of OSHC where they have arrived onshore in Australia.
21. Any Student Services and Amenities Fee (**SSAF**) paid by the Student.
22. Any Provider scholarship offered, or its equivalent. Where a Student has received a scholarship payment from a Provider, their eligibility for that scholarship will be reassessed prior to a refund being processed.

SECTION 3 – EXTENUATING CIRCUMSTANCES

- 23.** The Provider may consider an application for a full or partial refund of Tuition Fees in circumstances other than those set out in this Agreement, at its discretion. The Provider will consider each case on its individual merits and reserves the right to reasonably request evidence of compassionate or compelling circumstances that have affected the Student and the cause of which was outside the Student's control.

SECTION 4 – REFUND APPLICATION AND PAYMENT PROCEDURE

PART A – REFUND APPLICATION FORM

- 24.** The Student must submit an International Student Refund Request in **WesternNow**, or as otherwise advised by the Provider, and attach any required supporting documentation.
- 25.** Requests for refunds should, wherever possible, be made within four (4) weeks of meeting the conditions set out in this Agreement. Requests for refunds will nevertheless be considered by the Provider outside of this timeline.

PART B – PAYMENT OF REFUNDS

- 26.** Approved refunds will be paid within four (4) weeks after the University has received a complete International Student Refund Request application, except for payments due to Provider Default (refer to Section 2 - Part A), which will be made within 14 days after the Provider Default.
- 27.** Refunds will be paid to the Student who paid the Tuition Fees or the person who paid the Tuition Fees on behalf of the Student. Wherever possible, payment will be made to the card or account from which the original payment was made.
- 28.** Refunds will be made in Australian Dollars (AUD) or its foreign exchange equivalent.
- 29.** Where a Student is receiving a sponsorship or a scholarship, the refund will be paid back to that sponsor or scholarship body.

PART C – APPEALS

- 30.** If a Student's application for a refund is refused, they may appeal that decision in accordance with the University's Student Administration Policy.

SECTION 5 – DEFINITIONS

The following definitions apply for the purpose of this Agreement. For definitions not provided in this Agreement, please refer to the University's Glossary of Terms. Where there is a term that has a definition provided in this Agreement and in the Glossary of Terms, the definition in this Agreement prevails, to the extent of any inconsistency.

Census Date	means the official deadline for finalising enrolment for a Teaching Term. The Census Dates for all Teaching Terms are available at the University's Important dates webpage.	Letter of Offer	means the document provided by the Provider to International Student applicants, which details the Program, intake, fees, and conditions for which they have been offered admission to the Program.
Commencement Date	means the day on which the Program was scheduled to start (as detailed in the Letter of Offer), or a later day agreed between the Provider for the Program and the Student.	Packaged Program	means a combination of programs at The College and/or the University.
Commencement Fee	is a Tuition Fee deposit, charged to fee-paying International Students when they accept their offer of admission to a Program delivered the Provider.	Program	means a structured set of approved academic requirements that, when completed, leads to an official higher education award or qualification, such as a bachelor's or master's degree, diploma, or certificate. For the purposes of this Agreement, Program also includes an English Language Program.
Commencing Student	a student enrolled in a course at the University means a Student who has accepted an offer from the Provider and is either intending to enrol or is currently enrolled in their Commencing Teaching Term.	Standard Full-Time Study Load	means studying a minimum of 40 credit points in a standard term (semester); 30 credit points in a trimester; 20 credit points in a quarter; or 10 credit points in a summer term.
Commencing Teaching Term	means (a) the first Teaching Term in which the Student enrolls in a Program; or (b) the first five (5) study blocks of an English Language Program; or (c) for Students enrolled in a Program that is delivered over four (4) terms in an academic year, the first two (2) terms.	Start Date	means the day on which a Teaching Term (other than a Commencing Teaching Term) was scheduled to start, or a later day agreed between the Provider for the Program and the Student.
Continuing Students	means a student who has completed the Commencing Teaching Term in the Program.	Teaching Term	means a period of up to 24 weeks of teaching for subjects in a Program, which may be called a quarter, session, semester, term, or trimester.
Course Fees	is the sum of: (a) the Tuition Fees received by the Provider in respect of the Student; and (b) the non-tuition fees (if any) received by the provider in respect of the Student.	Third Party Provider	means a legally established entity separate from the University (although it may be a controlled entity of the University) with which the University has a legal relationship for the purposes of delivering University accredited subjects and programs to students.
Discontinued by the Provider	means where a Provider refuses to provide, or continue providing, the Program to the Student.	Tuition Fees	means fees a Provider receives, directly or indirectly, from: (a) a Student or Commencing Student; or (b) another person who pays the fees on behalf of a Student or Commencing Student, that are directly related to the provision of a Program that the Provider is providing, or offering to provide, to the Student. Note: This definition of 'Tuition Fees' is equivalent to the definition found in section 7 of the ESOS Act. For the classes of fees included and excluded from the definition of 'Tuition Fees', please also refer to clause 7 of the Education for Overseas Students Regulations 2019 (Cth).
English Language Program	means an English Language Intensive Course for Overseas Students, provided by The College.	Unused Credit	means an amount remaining on a Student's account with the Provider that has not been applied to any Tuition Fees, SSAF, OSHC, Package Offer Deposits, or other administrative fees.
Enrolment Fee	means an administrative fee charged to International Students when they accept their offer of admission to the English Language Program.		
International Student	means a student who is not: (a) an Australian citizen; (b) a New Zealand citizen; (c) the holder of an Australian permanent resident visa; or (d) the holder of a permanent humanitarian visa.		

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