



Fees Payment & Refund Terms

International Student Programs

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A. International Student Program Fees

1. General

- 1.1 Each prospective international student on applying to the University of Ballarat acknowledges and agrees to the terms and conditions of the International Student Program Fees Payment & Refund Terms upon signing the International Student Application Form.
- 1.2 Each prospective international student will receive a copy of the International Student Program Fee Payment & Refund Terms at the time of offer of a place in a University course. This copy is to be retained by the student.
- 1.3 The terms and conditions set out in these Terms apply equally to commencing students and to continuing students, unless specified otherwise.
- 1.4 The University reserves the right to amend these Terms at any time.
- 1.5 Upon acceptance of an offer of a place at the University by a student, these Terms in so far as they relate to a refund of program fees in the case of a student defaulting only constitute a written agreement between the University and the student for the purposes of Section 28 of the Education Services for Overseas Students Act 2000 ("ESOS Act").
- 1.6 These Terms do not remove the right to take further action under Australia's consumer protection laws.

B. Payment of International Student Program Fees

2. Workloads

- 2.1 Fees are calculated on the basis of course loads. Course loads for students are determined by the unit weightings (EFTSL) as determined by the University.
- 2.2 Normally a full-time workload has an EFTSL weighting of 0.5 for a half-year and an EFTSL weighting of 1.0 for a year.
- 2.3 International students must undertake a full-time workload in each teaching period of study in compliance with the rules and regulations relating to the issuing of student visas for entry into Australia.
- 2.4 In exceptional circumstances, international students may be permitted to undertake a workload greater than the normal full-time workload for a teaching period but no greater than 1.1 in total for an academic year as set by the Academic Board for all students, and only with the permission of the relevant Course Administrator and the Head, International Student Programs.
- 2.5 International students are not permitted to undertake less than a normal workload in a teaching period except where the workload is restricted by the Academic Progress Committee or where students in their final teaching period are required to take a minimum load to complete their course requirements and only with the permission of the relevant Course Administrator and the Head, International Student Programs.
- 2.6 Enrolments and amendments to enrolments, including amendments to workloads, of all international students, must be approved in advance in writing by the relevant Course Administrator and by the Head, International Student Programs.

3. Fees

- 3.1 The annual international student program fees and course durations as advertised by the University are for standard full-time courses (See 2.1 and 2.2 above for definitions), where students are progressing without failures.
- 3.2 International students who have been permitted to undertake a workload of more than the normal full-time workload (as per 2.4 and 2.6 above) are required to pay an additional tuition fee above the normal full-time international student program fees, calculated pro-rata according to the additional workload.
- 3.3 International students who have been permitted to undertake a workload less than the normal full-time workload (as per 2.5 and 2.6 above) may be eligible (subject to 3.4 and 8.3 below) for a partial credit or refund of the international student program fees paid, calculated as the pro-rata difference

between the actual workload undertaken and the normal full-time workload for the course.

- 3.4 Where the University determines in accordance with clause 3.3 above that a continuing international student is eligible for a partial credit of international student fees paid, the amount of credit calculated in accordance with 3.3 above will be transferred as payment or part payment of the student's fees payable for the next teaching period.
 - 3.5 Commencing and continuing international students are required to pay the international student program fees listed for their year of course commencement throughout the normal duration of their study in the course concerned.
- ### 4. Payment of International Student Program Fees
- 4.1 International Student Program fees are payable in Australian dollars.
 - 4.2 International students are required to pay in full the appropriate full-time international student program fees for a teaching period.
 - 4.3 Commencing international students are required to pay the fee at the time of accepting a place in a course. Continuing international students are required to pay the fee by the specified date.
 - 4.4 Failure to comply with the required payment date will result in the termination of the offer of a place or of enrolment at the University.
 - 4.5 In any teaching period, a student whose enrolment at a date no later than 4 weeks (or 20 working days) after the first day of commencement of the teaching period is less than the normal workload of 1.0 in accordance with 2.5 and 2.6 above may be eligible for a partial credit or refund of the international student program fees paid to the University for that teaching period, in accordance with 3.3 and 3.4 above.

C. Refund Policy

Default and Level of Refunds of International Student Program Fees

5. University Defaults

- 5.1 The University expressly acknowledges that refunds where the University defaults cannot by law be covered by a written agreement between the University and a student and in no way do these Terms purport to be a written agreement in the case of the University defaulting. Accordingly, the University will, pursuant to the provisions of the ESOS Act and the Education Services for Overseas Students Regulations 2001 ("ESOS Regulations"), refund all program fees paid by or for a student if:
 - (a) the course ceases to be provided at any time after it starts but before it is completed;
 - (b) the course does not start on the agreed starting day;
 - (c) the course is not provided in full to the student because a sanction has been imposed on the University under Part 6 of the ESOS Act, and the student has not withdrawn before the default day.
- 5.2 However, if the offer to the student was made on the basis of incorrect or incomplete information being supplied by the applicant/student the University will, except in exceptional circumstances, retain 10% of the program fee for the applicable enrolment period.

6. Student Defaults - Definition

- 6.1 The international student defaults, whereby:
 - (a) the course starts on the agreed day (i.e. on the day on which the course was scheduled to start, or a later date agreed between the University and the student) but the student does not start the course on that day and has not previously withdrawn from that course;
 - (b) the student withdraws from the course either before or after the agreed starting day;
 - (c) the student's candidature is terminated by the University;
 - (d) the student's candidature is deemed by the University to have lapsed.

- (e) The student does not meet the requirements of the Letter of Offer or are not successful in obtaining a visa
- (f) The University withdraws an offer on the basis that the offer was made on the basis of incorrect or incomplete information being supplied by the international student or intending international student.
- (g) The international student fails to meet course progression rules and is not permitted to re-enrol.
- (h) The international student or intending international student submits a notice of withdrawal due to exceptional circumstances.
- (i) The international student or intending international student obtains Permanent Resident Status in Australia after accepting an offered place.

- (d) available or if not available then they will be offered a Domestic fee-paying place. If an international student obtains Australian Permanent Resident status after the census date for the relevant teaching period then they will not be eligible for a Commonwealth supported place or a Domestic fee-paying place until the beginning of the next teaching period following the granting of PR status.
- (d) If the student has already paid the international student program fees applying to international students for the teaching period, a total refund of these fees will be payable to the student if the student has obtained Permanent Resident status by the census date for that teaching period.

7. Level of Refunds of International Student Program Fees where the Student Defaults

- 7.1 Where a student, after accepting an offer of a place, gives a minimum of 4 weeks (or 20 working days) written notice before the commencement of the teaching period of an inability to undertake the course, all international student program fees paid for the teaching period are refundable less an administrative fee of 10%
- 7.2 Where a student gives less than 4 weeks (or 20 working days) written notice before the commencement of the teaching period of an inability to undertake the course, all international student program fees paid for the teaching period are refundable less 50% (including an administrative fee of 10%)
- 7.3 Where a student withdraws from a course no later than 4 weeks (or 20 working days) after the first day of commencement of the teaching period, all international student program fees paid for the teaching period are refundable less 50% (including an administrative fee of 10%).
- 7.4 No refund of international student program fees paid for the teaching period is payable where a student withdraws from a course beyond 4 weeks after the first day of commencement of the teaching period, except where a student withdraws in exceptional circumstances as outlined in 7.8 below.
- 7.5 Subject to sub-clauses 3.3, 3.4 and 8.3, a partial refund of international student program fees paid for the teaching period may be payable for students who are not continuing to the next teaching period whose enrolment at no later than 4 weeks (or 20 working days) after the first day of commencement of the teaching period is less than the normal workload of 1.0, calculated in accordance with 2.3 above.
- 7.6 Where a continuing student who is permitted to re-enrol, submits a re-enrolment form for the next teaching period but does not pay the required fees and does not withdraw from studies, the tuition fees for that teaching period must be paid before the student can re-enrol in the same course or enrol in a different course, in a subsequent teaching period.
- 7.7 International student program fees paid are fully refundable where a student fails to meet course progression rules and is not permitted to re-enrol, if the fees were paid in advance of the notification of exclusion.
- 7.8 All international student program fees paid for the teaching period may be fully refundable where a student has been required to withdraw under exceptional circumstances. Exceptional circumstances include:
 - (a) inability to obtain a student visa;
 - (b) illness or disability prior to the commencement of the course
 - (c) death of the student or a close family member (parent, sibling, spouse or child); or
 - (d) political, civil, or natural event which prevents full payment of fees.
- 7.9 Where the University withdraws an offer based on incorrect or incomplete information supplied by the applicant, all international student program fees paid for the teaching period are refundable less a 10% administrative fee.
- 7.10 Fee Refunds Related to International Students who Obtain Permanent Resident Status in Australia:
 - (a) Permanent Resident status is recognised from the date the PR status is stamped in the student's passport, not the date on which the application for PR status is made.
 - (b) If an international student obtains Australian Permanent Resident status before their initial enrolment the fee-paying overseas place will be withdrawn. If the student wishes to continue to study at the University, he/she must apply for a Commonwealth supported place or a Domestic fee-paying place in competition with Australian citizens, New Zealand Citizens or holders of a permanent visa and be subject to the same selection criteria applicable to these applicants.
 - (c) If an international student obtains Australian Permanent Resident status after commencing their course, but prior to the applicable census date for the relevant teaching period then they will be granted a Commonwealth supported place if

D. Payment of Refunds

8. Payment of International Student Program Fee Refunds

- 8.1 In circumstances where the University defaults, if a refund of international student program fees paid to the University is applicable the University must refund the amount in accordance with the ESOS Act and the ESOS Regulations within 2 weeks after the default day, the default day being if sub-section 5.1(a) applies, the agreed starting date of the course, and if sub-section 5.1(b) or (c) applies, the day the course ceased to be provided.
- 8.2 In circumstances where the international student defaults, if a refund of international student program fees paid to the University is applicable, the University must refund the amount within 4 weeks after receiving a completed and signed University of Ballarat "Application for Refund", or a written claim, from the student. The written claim must include the date of the claim, the student's full name, and the basis for making the claim, the address to which the refund is to be forwarded, and the student's signature. Claims will not be processed where the signature on the claim does not match the student's signature as shown on other documents provided by the student for admission to the University. Students are required to submit the Application for Refund or the written claim as soon as possible after the default day.
- 8.3 In addition to the credit arrangements for continuing students under 3.4 above, where a full or partial refund of the international student program fees paid to the University is applicable, the University may (as an alternative to making a refund payment), arrange for another course or part of a course suitable to the international student or intending international student, and transfer the due refund as payment or part payment for that course. If the student agrees to enrol in the alternative course or part of course, the University is relieved of its liability to make the refund payment.
- 8.4 Refunds will be reimbursed in Australian dollars.

E. Appeal Procedure

9. Appeal Procedure

- 9.1 A student may appeal against a decision by the University not to credit or refund some or all of the tuition fees paid by him/her to the University.
- 9.2 There shall be a Fee Refund Appeal Committee consisting of four members -
 - (a) Head, International Student Programs
 - (b) Manager, Financial Planning & Strategy;
 - (c) Head of the appropriate School; and
 - (d) a student nominated by the University of Ballarat Student Association Ltd.
- 9.3 A notice of appeal (under sub-section 9.1) shall be lodged in writing with Pro Vice-Chancellor Academic and Administrative Services within 1 month after the day on which the decision appealed against was posted to the student.
- 9.4 The Pro Vice-Chancellor Academic and Administrative Services shall give the student 21 days notice in writing from the date of postage of the time, date and place set for the hearing of the appeal.
- 9.5 In any hearing of an appeal a student may make submissions in writing or in person and may be represented by another person.
- 9.6 The Fee Refund Appeal Committee shall hear and determine any appeal referred to it by Pro Vice-Chancellor Academic and Administrative Services and the Committee's decision shall be final.
- 9.7 If the dispute is not resolved within the University to the satisfaction of the student, the student may appeal through the University's independent grievance handling/dispute arrangements.
- 9.8 In accordance with 1.6 above, students retain the right to take further action under Australia's consumer protection laws. The University's grievance handling/dispute arrangements do not prevent the student from pursuing other legal remedies including the right to complain to the Victorian Ombudsman.