Fees, Refunds and Withdrawals Policy and Procedure for International Students

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1 PURPOSE

The purpose of this Fees, Refunds and Withdrawals Policy and Procedure for International Students is to outline the principles and processes relating to the payment of tuition and non-tuition fees, withdrawal from courses, and eligibility for refunds.

This policy and procedure is designed to ensure that international students and intending international students are treated fairly, consistently, and in compliance with the *Education Services for Overseas Students Act 2000 (Cth)* ("ESOS Act"), *National Code of Practice for Providers of Education and Training to Overseas Students 2018* ("National Code"), and other relevant legislation.

It also ensures that Australis Business School ("Australis") upholds its obligations as a registered higher education provider under the Tuition Protection Service (TPS) framework.

2 SCOPE

This policy applies to all **international students** and **intending international students** who have applied for, or are enrolled in, a higher education course of study at Australis.

It outlines the obligations of students and Australis in relation to tuition and non-tuition fees, withdrawal processes, and refund entitlements in various circumstances including **student default**, **provider default**, and changes to visa status.

3 DEFINITIONS

Application Fee: A non-refundable fee payable when submitting an application for admission to a **Course** at Australis.

Course: A registered higher education Course offered by Australis, consisting of one or more units of study, as listed on CRICOS.

Course Fees: The total amount paid or payable by an international student for tuition and non-tuition services associated with a **Course**.

International Student: A student who holds a valid student visa issued by the Australian Government and is enrolled in a **Course** at Australis.

Intending International Student: A person who has applied for admission to a Course at Australis and intends to study in Australia on a student visa, but who has not yet commenced studies or been issued a Confirmation of Enrolment (CoE).

National Code: The National Code of Practice for Providers of Education and Training to Overseas Students 2018, made under Part 4 of the ESOS Act.

Non-Tuition Fees: Fees that are not directly related to the delivery of academic content in a Course. These may include administration fees, late payment fees, charges for materials, document reissuance, and other service-related charges. A full list of applicable Non-Tuition Fees is set out in **Schedule B** of this policy.

Principal Course: The main Course of study undertaken by an international student where multiple Courses are packaged. It is generally the final Course in the sequence and is used for determining visa conditions.

Provider Default: A situation where Australis either fails to commence or complete a Course as agreed, or ceases operations, as defined in Section 46A of the ESOS Act.

Refund: A repayment to a student (or other eligible party) of Tuition Fees or Non-Tuition Fees in accordance with this policy and the relevant provisions of the ESOS Act and National Code.

Student: For the purposes of this policy, refers to both international students and intending international students, unless otherwise specified.

Student Default: A situation where a student fails to commence, withdraws from, or is excluded from a Course, or otherwise does not meet visa or financial obligations, as defined in Section 47A of the ESOS Act.

Study Period: A defined academic period, typically a semester, during which a student is enrolled in units within a Course.

TPS (Tuition Protection Service): An Australian Government initiative that supports international students to find an alternative Course or receive a refund if their education provider is unable to deliver their Course due to Provider Default.

Tuition Fees: The component of Course Fees directly related to the delivery of academic content and services by Australis.

Unspent Tuition Fees: The portion of Tuition Fees paid by the student that relates to the period after a default event, calculated in accordance with the legislative instrument made under the ESOS Act.

Unit: A discrete component of study within a Course. Also referred to as a subject or module.

Unit Variation: A change in a student's enrolment in a unit, including withdrawal, substitution, or deferment, that does not constitute a withdrawal from the Course.

Withdrawal: The formal process by which a student ceases enrolment in a Course or unit, either before or after commencement, in accordance with Australis procedures.

Withdrawal Date: The date on which Australis receives a completed and signed notice of withdrawal in the prescribed form from the student.

4 Policy Statement

Australis is a CRICOS-registered higher education provider and is committed to ensuring that international students and intending international students are treated fairly and transparently in relation to the payment of Course Fees, the process of withdrawal, and the administration of refunds.

This policy supports compliance with the ESOS Act, the National Code, the Threshold Standards, and relevant provisions of the Australian Consumer Law.

It sets out the principles and procedures for the collection and refund of Tuition Fees and Non-Tuition Fees, and for managing student-initiated and provider-initiated withdrawal scenarios. It also defines how refund eligibility is assessed in cases of student or provider default, in accordance with legislative instruments made under the ESOS Act.

This policy must be read in conjunction with:

- The student's written agreement with Australis;
- **Schedule A: Refund Table**, which outlines refund entitlements in specific circumstances; and
- **Schedule B: Non-Tuition Fees**, which lists non-academic charges applicable to international students.

This policy does not remove the right of a student to pursue remedies under Australian consumer protection law where applicable.

5 Policy Principles

a) Australis will provide all international students and intending international students with clear and timely information about Tuition Fees, Non-Tuition Fees, refund conditions, and withdrawal procedures prior to and throughout their enrolment, in accordance with the ESOS Act, the National Code, and the Threshold Standards.
b) The financial relationship between Australis and each international student is governed by a written agreement that outlines all applicable fees and refund entitlements. This policy operates in conjunction with that agreement and relevant legislative instruments made under the ESOS Act. Refunds will only be issued in accordance with these instruments, this policy, and applicable law.
c) Australis will not require international students to pay more than 50 per cent of the Tuition Fees for a Course prior to commencement, unless the student elects to do so. All pre-paid Tuition Fees will be protected in accordance with the ESOS Act and the Tuition Protection Service (TPS) framework.
d) Refund eligibility will be assessed based on whether the relevant circumstances constitute Student Default or Provider Default, as defined under the ESOS Act. Refund entitlements for each scenario are detailed in **Schedule A** attached to this policy.
e) Withdrawal from individual units will be treated separately from full withdrawal from a Course. A unit-level withdrawal does not constitute a full course withdrawal and will not, on its own, trigger changes to the student's enrolment status. Where a student

withdraws from a unit before the Course commencement date, a refund or credit of Tuition Fees for that unit may apply in accordance with Schedule A of this policy. Refunds are not generally available for unit withdrawals after the Course commencement date unless compassionate or compelling circumstances are demonstrated.

f) Non-Tuition Fees are payable for administrative services and incidental costs not directly related to academic delivery. These fees are listed in **Schedule B** and are generally non-refundable, unless explicitly stated in this policy or required by law.
g) Where a student experiences compassionate or compelling circumstances that can be substantiated with appropriate documentation, Australis may, at its discretion, provide a refund or fee credit in excess of the standard entitlement, consistent with its obligations under the National Code and institutional policy frameworks relating to equity and student wellbeing.
h) Australis will not impose any fee or administrative penalty on students for submitting a valid withdrawal application from a unit or a Course.
i) Records relating to student fees, refunds, and withdrawals will be securely maintained for a minimum of seven years, in accordance with the Privacy Act 1988 (Cth), the Threshold Standards, and Australis' *Records and Information Management Policy*.

6 Governance, Compliance and Records

a) The Board of Directors is responsible for approving this policy and ensuring it aligns with relevant legislative and regulatory obligations.
b) The CEO is responsible for ensuring the policy is implemented effectively across Australis.
c) Student Services and Finance are responsible for the operational administration of this policy, including fee collection, refund processing, enrolment changes, and student notifications.
d) Records of all refund applications, supporting documentation, outcomes, and related correspondence will be retained by Australis for a minimum of two (2) years after the student ceases to be enrolled, in accordance with the ESOS Act.
e) Australis will ensure all records are managed in accordance with its *Records and Information Management Policy* and applicable privacy obligations.
f) Students who are dissatisfied with a decision made under this policy may lodge a formal complaint or appeal in accordance with the *Student Complaints and Appeals Policy and Procedure*.
g) Australis will comply with all relevant provisions of the ESOS Act, the National Code, and the Tuition Protection Service framework when administering this policy.

7 PROCEDURE

7.1 Payment of Tuition Fees

a) Prior to the issuance of a Confirmation of Enrolment (CoE), intending international students must pay all Tuition Fees and Non-Tuition Fees documented in the student's written agreement as payable before course commencement. A CoE will not be issued unless these fees have been received by Australis in accordance with the agreed payment schedule, unless otherwise approved in writing by the CEO or delegate.
b) Australis will not require an international student to pay more than 50 per cent of the total Tuition Fees for a Course before the student commences, unless the student elects to pay a greater amount voluntarily. Any amount received in excess of the 50 per cent limit will be managed in accordance with tuition protection requirements under the ESOS Act and the Tuition Protection Service (TPS) framework.
c) Tuition Fees are invoiced on a study period basis. Australis will issue invoices prior to the commencement of each study period. Students must pay all invoiced amounts by the due date specified on the invoice, in accordance with the terms of their written agreement.
d) Non-Tuition Fees are payable in accordance with the amounts and timing outlined in the student's written agreement and listed in **Schedule B** attached to this policy.
e) Failure to pay Tuition Fees by the due date will result in one or more of the following actions:
    i. application of a late payment fee, as specified in Schedule B;
    ii. imposition of a financial encumbrance preventing access to results, progression, or graduation;
    iii. suspension or cancellation of the student's enrolment; and/or
    iv. reporting of the student's non-compliance to the Department of Home Affairs via PRISMS.
f) A student experiencing financial hardship may submit a written request for a payment plan or extension prior to the due date. Any such request will be considered at the sole discretion of Australis and is not guaranteed.
g) All payments must be made in Australian dollars using one of the approved payment methods outlined in the written agreement or as published on the Australis website. Australis does not impose a surcharge for payments made by credit, debit or prepaid card. Any fees charged directly to the student by the student's bank, financial institution or payment provider in connection with an international funds transfer or foreign currency conversion remain the responsibility of the student.
h) Australis does not accept cash payments under any circumstances.
i) Australis will retain all written agreements and evidence of payments for a minimum of two years after the student ceases to be enrolled, in accordance with the National Code. Financial records relating to Tuition Fees and Non-Tuition Fees will be retained for a minimum of seven years in accordance with the Corporations Act 2001 (Cth) and applicable taxation law.

7.2 Withdrawal Procedures

a) A student who wishes to withdraw from a Course or a unit must comply with the requirements set out in the *Student Enrolment and Enrolment Variation Policy and Procedure*. This includes submitting a completed withdrawal form in writing, including any required supporting documentation.
b) For the purposes of this policy, the Withdrawal Date is defined as the date on which Australis receives the student's completed and signed withdrawal form. This date will be used to determine refund eligibility in accordance with the conditions set out in Schedule A.
c) Withdrawal from a Course prior to the scheduled commencement date may entitle the student to a partial refund of pre-paid Tuition Fees. Refund amounts are determined with reference to the Withdrawal Date and the conditions specified in Schedule A. The application fee is non-refundable, as specified in the student's written agreement.
d) Withdrawal from a Course after the scheduled commencement date will not result in a refund of Tuition Fees, except where a refund is approved in accordance with this policy in recognition of compassionate or compelling circumstances.
e) Withdrawal from an individual unit after course commencement will not result in a refund or credit of Tuition Fees for that unit, unless a refund is approved in accordance with this policy.
f) Withdrawal from a Course may result in the cancellation of enrolment and the reporting of the student's status to the Department of Home Affairs via PRISMS. Australis accepts no responsibility for any visa consequences that may arise from a student-initiated withdrawal. Students are strongly advised to seek advice from the Department of Home Affairs or a registered migration agent regarding the impact of withdrawal on their visa status.
g) A withdrawal will not be considered complete until all student obligations to Australis have been met, including the payment of any outstanding fees. Where a balance remains unpaid, a financial encumbrance may apply.
h) All documentation and correspondence relating to withdrawal will be recorded in the student's file and retained for a minimum of two years following cessation of enrolment, in accordance with the National Code, or longer where required for administrative, audit or legal purposes.

7.3 Refunds Arising from Compassionate or Compelling Circumstances

a) Australis may, at its discretion, grant a partial refund of Tuition Fees where a student withdraws from a Course or unit after commencement and demonstrates that compassionate or compelling circumstances prevented their continued enrolment.
b) 'Compassionate or compelling' circumstances are generally those beyond the control of the international student and which have an impact on the student's course progress or wellbeing. These include, but are not limited to:
    - serious illness or injury, where a medical certificate states that the student was unable to attend classes;
    - bereavement of close family members such as parents or grandparents (where possible, a death certificate should be provided);

- major political upheaval or natural disaster in the student's home country requiring emergency travel, where this has impacted the student's studies;
- a traumatic experience, which may include:
    - involvement in, or witnessing of, a serious accident; or
    - witnessing or being the victim of a serious crime, which has impacted the student's wellbeing (supported by police or psychologist reports); or
- where Australis was unable to offer a prerequisite unit, or the student has failed a prerequisite unit and therefore faces a shortage of relevant units in which they are eligible to enrol.

c) Applications for a refund under this clause must:
    i. be submitted in writing to Student Services;
    ii. be accompanied by independent supporting documentation; and
    iii. be lodged within 20 working days of the Withdrawal Date.

d) Claims of compassionate or compelling circumstances do not automatically entitle a student to a refund. It is the student's responsibility to provide sufficient, independent evidence to substantiate their claim. Each application will be assessed on its individual merits by the designated officer, taking into account the nature and timing of the circumstances, the supporting documentation provided, and the student's academic and financial history. The decision to grant a refund remains at the sole discretion of Australis.

e) If a refund is granted under this clause, it will be limited to the unused portion of Tuition Fees paid by the student at the time of withdrawal.

f) Non-Tuition Fees are not refundable under this clause unless required by law or as expressly stated in Schedule B.

g) Students dissatisfied with the outcome of a refund application under this clause may lodge an appeal in accordance with the *Student Complaints and Appeals Policy Procedure*.

7.4 Refund Process and Timeframes

a) Students seeking a refund must submit a written request to Student Services using the Refund Application Form, which may be available online via the Australis website or from Student Services. The form must be fully completed, signed where required, and accompanied by all relevant supporting documentation. Incomplete or unsigned applications may not be processed. Applications must include the student's current contact details, including a valid phone number and email address.

b) Completed applications may be submitted in person, by post, via email to the nominated Australis email address (admin@australis.vic.edu.au), or by completing and submitting the form through the Australis website, where available.

c) Refund applications will be acknowledged in writing within five (5) working days of receipt. Where further information is required, Australis may request additional documentation prior to making a decision.

d) Refund applications will be assessed within ten (10) working days of receipt of a complete application, including any required supporting documents.

e) If a refund is payable under this policy, Australis will process the refund within twenty (20) working days of receiving a complete refund application.

f) Upon completion of the refund process, students will receive a Statement of Refund outlining the calculation used to determine the refund amount and any cancellation fees that may have been applied, where relevant.

g) Refunds will normally be paid to the original payer and via the original payment method unless otherwise approved in writing by Australis. Where a student wishes the refund to be paid to another person, the student must provide written authorisation and the full details of the nominated recipient, including their full name, address, contact number, email, and country of residence. Refunds will be made in Australian dollars. Australis is not liable for any foreign exchange losses or charges imposed by the recipient's bank or financial institution in connection with receiving the refund.

h) Where a refund is declined, the student will be notified in writing within five (5) working days of the decision, including the reasons and information about their right to appeal under the *Student Complaints and Appeals Policy and Procedure*.

i) All refund decisions and associated documentation will be retained in the student's file for a minimum of two years after cessation of enrolment, or longer if required for legal or audit purposes.

j) Students must complete the Refund Account Details Form provided in Schedule D of this policy to nominate their preferred refund account. Where the refund is to be paid to someone other than the student, written authorisation must be provided along with the nominee's full name, address, contact number, email, and country of residence. Completion of this form is required to facilitate timely and accurate processing of any approved refund.

7.5 Fee Publication and Review

a) Tuition Fees for each Course offered to international students, including the total course cost and study period breakdown, are published on the Australis website and are included in the student's written agreement prior to enrolment.

b) Non-Tuition Fees are set out in Schedule B of this policy and are also incorporated into the student's written agreement.
c) Tuition Fees and Non-Tuition Fees may be revised from time to time and are subject to annual review. Fee increases will not apply retrospectively to study periods already commenced or paid for. Australis will provide reasonable notice to students of any fee increases that may affect their ability to continue their studies. Where possible, students will be notified at least three (3) months in advance of any such changes, via email and through publication on the Australis website, student portal, and campus noticeboards.
d) No fee changes will apply retrospectively to students who have already entered into a written agreement, unless required by law or mutually agreed in writing.

7.6 Schedule A - Refund Table

Scenario	Refund Entitlement
1. Student withdraws more than 8 weeks before the Course commencement date	Full refund of Tuition Fees paid, less the application fee.
2. Student withdraws between 4 and 8 weeks before the Course commencement date	70% refund of Tuition Fees paid, less the application fee.
3. Student withdraws between 2 and 4 weeks before the Course commencement date	30% refund of Tuition Fees paid, less the application fee.
4. Student withdraws less than 2 weeks before the Course commencement date	No refund of Tuition Fees.
5. Student's visa application is refused before the Course commencement date (documented evidence provided)	Full refund of all Tuition Fees paid, less the application fee.
6. Student withdraws in writing on or after the Course commencement date	No refund of Tuition Fees. Refund may only be considered under Clause 7.3 (Compassionate or Compelling Circumstances).
7. Student fails to commence the Course (non-arrival or non-enrolment) and has not formally withdrawn	No refund of Tuition Fees. Treated as student default under the ESOS Act.
8. Student's visa application is refused after the Course has commenced (documented evidence provided)	Refund of unused portion of Tuition Fees, calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024.
9. Withdrawal after course commencement due to Compassionate or Compelling Circumstances (Clause 7.3)	Refund may be granted at Australis' discretion. If approved, refund will be limited to the unused portion of Tuition Fees paid. The application fee is not refundable unless required by law.
10. Student enrolment is cancelled due to student misconduct or breach of visa conditions	No refund of Tuition Fees is payable unless required by law.

Scenario	Refund Entitlement
11. Student enrolment is cancelled due to submission of fraudulent, false, or misleading information or documentation	No refund of Tuition Fees is payable.
12. Student pays more than the invoiced amount due to overpayment or administrative error	The overpaid amount will be refunded in full, regardless of the student's enrolment or withdrawal status.
13. Student is granted credit or course shortening after payment, reducing the Course duration	Unused Tuition Fees for unstarted future study periods may be refunded after internal audit and approval. Refunds are not automatic.
14. Overseas Student Health Cover (OSHC) refund – student paid Australis to arrange OSHC	If the student is eligible for a refund, Australis will refund the unused OSHC portion in accordance with the ESOS Act timelines.
15. OSHC refund – student arranged OSHC directly with provider	Student must contact their OSHC provider directly. Australis is not responsible for OSHC refunds arranged independently.
16. Australis withdraws the offer or is unable to deliver the Course (Provider Default)	Full refund of all Tuition Fees paid, including the application fee, within 14 days in accordance with the ESOS Act and Tuition Protection Service (TPS) requirements.
17. Refund not possible due to provider incapacity or closure	Student will be supported through the Tuition Protection Service (TPS) in accordance with the ESOS framework.
18. Any other situation not listed above	Assessed on a case-by-case basis. No refund is payable unless explicitly approved by Australis.

7.7 Schedule B - Non-Tuition Fees

Fee Type	Description	Refundable?	Amount (AUD)
Application Fee	Charged to assess and process an application for admission into a Course.	No	$250
Late Payment Fee	Charged when a student fails to pay Tuition Fees by the due date specified in the Written Agreement.	No	$200
Graduation Ceremony Fee	Charged to students who elect to participate in a formal graduation ceremony.	No	$100
Reissue of Transcript	Charged when a student requests a replacement Statement of Attainment or academic transcript.	No	$25
Replacement Testamur	Charged when a student requests a replacement testamur due to loss or damage.	No	$50
Reissue of CoE	Charged when a student requests a new or revised Confirmation of Enrolment (CoE) outside the standard process.	No	$50
Change of Course Fee	Charged when a student requests and is approved to transfer to a different Course within Australis.	No	$100
Deferral Fee	Charged when a student requests to defer their Course commencement.	No	$100
Reassessment Fee	Charged when a student applies for a third or subsequent attempt at assessment.	No	$150 per unit

Fee Type	Description	Refundable?	Amount (AUD)
Replacement Equipment / Books	Charged when a student requests replacement for equipment or books that have been lost, misused, or damaged.	No	At cost
Photocopying and Printing Fee	Printing and copying through the student PaperCut account.	No	A4 B&W 10c/page; A4 colour 70c/page; A3 B&W 30c/page; A3 colour $1.50/page
Courier Fee	Charged when a student requests documents to be sent by courier.	No	At cost (varies by destination)
OSHC Processing Fee	Charged when Australis arranges Overseas Student Health Cover (OSHC) on the student's behalf.	No	$50
Administrative Re-enrolment Fee	Charged when a student who previously withdrew seeks to re-enrol in a Course.	No	$100

Note: All non-tuition fees are subject to periodic review. Updated fees will be published on the Australis website.

7.8 Schedule C - Tuition Fees (International Students Only)

7.8.1 Bachelor of Business (Accounting) (Course CRICOS Code: 116856K)

Fee type	Description	Amount AUD
Annual fee	Fee for a standard year that contains 80 credit points	$17,600
Total tuition fee	Fee for the entire course that contains 240 credit points	$52,800

7.8.2 Graduate Diploma of Early Childhood Education (Course CRICOS Code: 117596F)

Fee type	Description	Amount AUD
Annual fee	Fee for a standard year that contains 80 credit points	$14,000
Total tuition fee	Fee for the entire course that contains 80 credit points	$28,000

7.8.3 Master of Business Administration (Course CRICOS Code: 118355D)

Fee type	Description	Amount AUD
Annual fee	Fee for a standard year that contains 80 credit points	$22,400
Total tuition fee	Fee for the entire course for 160 credit points	$44,800

7.8.4 Master of Business Research (Course CRICOS Code: XXX)

Fee type	Description	Amount AUD
Annual fee	Fee for a standard year that contains 80 credit points	$28,000
Total tuition fee	Fee for the entire course for 160 credit points	$56,000

7.9 Schedule D – Refund Account Details Form

This form must be completed to nominate the bank account for refund payments. Students may also authorise a nominated person to receive the refund on their behalf, if preferred.

Please provide your account details:	
Bank Account Details:	
Account Name	
BSB (if applicable)	
Account Number	
Swift Code (if applicable)	
IFSC Code (if applicable)	
Person eligible to receive the refund on your behalf, please specify the person below and provide their details:	
Full Name	
Address	
Mobile Phone Number	
E-mail	
Country of Residence	
Bank Account Details:	
Account Name	
BSB (if applicable)	
Account Number	
Swift Code (if applicable)	
IFSC Code (if applicable)	

8 Related Documents, External References and Version Control

8.1 Related Australis Documents

- *Academic Documentation and Graduation Policy and Procedure*
- *Admission and Student Selection Policy and Procedure*
- *Credit and RPL Policy and Procedure*
- *Marketing and Student Recruitment Policy*
- *Privacy Policy*
- *Records and Information Management Policy*
- *Student Academic Progression Monitoring and Intervention Policy and Procedure*
- *Student Complaints and Appeals Policy and Procedure*
- *Student Enrolment and Enrolment Variation Policy and Procedure*
- *Student Orientation and Transition Policy and Procedure*
- *Student Welfare, Wellbeing and Support Policy and Procedure*

8.2 Related Legislation and External References

- Higher Education Standards Framework 2021
- *Tertiary Education Quality and Standards Agency (TEQSA) Act 2021*
- *Education Services for Overseas Students Act 2000 (Cth)*
- *National Code of Practice for Providers of Education and Training to Overseas Students 2018*
- *Education Services for Overseas Students (Calculation of Refund) Instrument 2024*

8.3 Version Control

Version	Date	Reviewed/approved by	Key notes/changes
2.0	16/07/25	Board of Directors	Section 7.4 updated and Schedule D added
3.0	06/10/25	Board of Directors	
4.0	06/07/26	Board of Directors	
4.1	06/10/26	Board of Directors	Removed the credit card surcharge and clarified payment-related fees following changes to card payment surcharging arrangements.

8.4 Document Review

To be reviewed every year from the date of final approval.