

# Student Fee Procedure - International Students Refund

## Section 1 - Background and Purpose

(1) This Procedure outlines the framework within which the University reviews and grants refunds of Course Money (as defined in the [Education Services for Overseas Students \(ESOS\) Act](#) to international students.

## Section 2 - Scope

(2) This Procedure applies to international students, including sponsored students, at the following stages of their course:

- a. commencing students prior to the relevant Commencement Date;
- b. continuing students prior to or after the relevant Census Date; and
- c. students who have ceased enrolment.

(3) This Procedure excludes international students enrolled in a La Trobe University course delivered:

- a. by a third party provider delivering offshore; or
- b. entirely via an online model.

(4) Provisions relating to applications for refund of course money by continuing students after the Census Date are outlined in the [Remission of Debt Procedure](#).

## Section 3 - Policy Statement

(5) Refer to the [Student Fee Policy](#).

## Section 4 - Procedures

### Part A - Conditions of Offer and Agreement

(6) Acknowledgement of the terms and conditions in this Procedure forms a condition of offer of a place in a course at the University.

(7) When the University receives a signed offer of acceptance documents or an online indication of acceptance from an international student, prior to or concurrently with receipt of their tuition fee deposit, this will constitute a written agreement between the University and the student. Both parties should thereafter abide by the terms and conditions in this Procedure and associated documents.

(8) Student refund entitlements refer only to cleared funds received by the University. In addition to provisions

outlined in this Procedure and associated documents any refund entitlement is dependent on any conditions outlined in the 'Letter of Offer', any applicable sponsorship agreement and any other documentation related to acceptance of study at La Trobe University.

## **Part B - Eligibility for Refunds**

(9) The University will refund course money where the following occurs (and as further outlined in [Schedule A Refund Entitlements](#)):

- a. provider default
- b. certain circumstances of student default (including withdrawal from a course)
- c. submission by a graduate research student of a thesis prior to the end of a semester

## **Part C - Preconditions for all Refunds**

(10) The following conditions must be met prior to any refund being issued:

- a. students must have completed all necessary documentation including the relevant course variation form and required supporting documentation;
- b. the relevant School must have processed the course variation;
- c. all funds eligible for refund must be cleared and available within the student's La Trobe University account;
- d. any debts owing to the University must be paid in full or will be subject to deduction from the refund value.

(11) The University will not refund tuition fees paid in advance, where a student has:

- a. engaged in any fraudulent activity in relation to their enrolment;
- b. has an Absent Without Leave (AWOL) enrolment status;
- c. any other circumstance described in this Procedure in which students are not entitled to refunds.

## **Part D - When an External Party is Involved**

### **Sponsorships**

(12) Where a sponsored student requests a refund of course money which includes a sponsorship payment, they must fulfil any requirements of the sponsor.

### **US Federal Education Loan Programs**

(13) If a student receives US Federal Education financial aid, withdraws from La Trobe University and receives a fee refund, they may owe money to the US Federal Aid Program. This refund Procedure is independent of the regulations for return of their Title IV aid to US Department of Education. For more details, please refer to the US Financial Aid Loans website <https://www.latrobe.edu.au/international/fees-and-scholarships/financial-aid>

### **Third Party Teaching Programs**

(14) The University reserves the right to apply specific and different fee refund conditions to international students enrolled in off-shore and online programs. Any such specific and different fee refund conditions will be outlined in the Letter of Offer.

## Part E - Australian Permanent Residency or New Zealand Citizens

(15) International students may change their visa status before or during their enrolment in a course of study. This section applies to students who provide evidence of becoming a permanent resident of Australia or a citizen of New Zealand before or during their enrolment:

- a. Where such a student is subsequently offered a place as an Australian resident student, prior to their commencement date the offer of an international student place will be withdrawn and all international tuition fees will be refunded.
- b. Where this occurs after commencing study in the program and before the Census Date, all international tuition fees will be refunded.
- c. Where such a change in status occurs but the student is not offered a place as an Australian permanent resident or New Zealand Citizen student by the Census Date, the student will not be eligible for a full or partial refund of tuition fees paid for the period of study in which the residency status changed. On continuing their enrolment in the next period of study, the student may enrol as an Australian resident student in a domestic fee-paying place, following the normal University domestic admissions process.

## Part F - Compelling and Compassionate Circumstances

(16) Where a student gives written notice of their intention to withdraw from a course, either before or after their commencement date due to compelling and compassionate circumstances, the University may, at its discretion, grant a total or partial refund of tuition fees.

(17) Such compelling and compassionate circumstances may include:

- a. illness or disability
- b. death of the student or an immediate family member
- c. a political, civil or natural event which prevents full payment of fees or the student's attendance
- d. any other compelling and compassionate circumstances that have received written approval from the Director of International Recruitment and Admissions or delegate.

(18) The above exceptional circumstances need to have written approval from the Director of International Recruitment and Admissions or delegate.

(19) Decisions to provide a refund in these circumstances are subject to the provision of acceptable documentary evidence in support of the application.

## Part G - Refund Entitlements

(20) The amount of refund a student is entitled to is dependent on:

- a. the reason for the refund;
- b. the stage of enrolment of the student; and
- c. the day that refund becomes available to a student in the circumstances outlined in this Procedure and associated documents.

(21) The refunds payable in these circumstances are calculated according to the provisions outlined in [Schedule A Refund Entitlements](#) to this Procedure.

(22) The value of any funds retained by the University will be based on the fees payable as per the Letter of Offer, regardless of the amount paid, and will include any non-refundable payments.

(23) Continuing students can incur a credit balance where there has been:

- a. an overpayment (including payments in error); or
- b. a change in their course of study, such as a deferment or, any advanced standing or credit being granted or, in exceptional circumstances.

(24) In the circumstances where a credit balance is incurred, such a balance is normally carried over to future semester fees.

## **Inability to Pay**

(25) As a condition of obtaining a student visa, students are required to demonstrate the ability to pay their tuition fees, travel and living costs for them and their accompanying family members if applicable. Where a student seeks a refund for a credit balance on the basis of inability to pay, they must provide a covering letter and supporting documentation showing either how the availability of these funds has changed or how additional costs (above and beyond those expected) have been incurred.

## **Part H - Applications for Refunds**

(26) Unless a student is entitled to a refund due to a provider default, a student initiates a refund process by varying their enrolment status and applying for a refund following the relevant University process. For more details, please refer to the University website <https://www.latrobe.edu.au/students/admin/fees-and-money/refunds>

(27) Requests for refunds must be accompanied by the original payment and receipt documentation demonstrating the original payment method.

(28) When a student changes their enrolment status, La Trobe International will advise appropriate government bodies via relevant information systems (including [Department of Home Affairs \(DHA\)](#)).

## **Part I - Payment of Refunds**

(29) Refunds will be paid:

- a. only to the original source of funds, or the person/persons who originally paid the tuition fees, or the sponsoring agency paying the fees on a student's behalf
- b. via Electronic Funds Transfer
- c. within four weeks of receipt of all relevant documentation and completion of required processes by the University

## **Part J - Use of Personal Information**

(30) The University is only able to effectively process an application for enrolment or arrange Overseas Student Health Cover (OSHC) insurance by obtaining and disclosing relevant personal information.

(31) The University may disclose personal information provided by applicants:

- a. to a third party, authorised by the University, to enable the third party to contact applicants or students by any means whatsoever (including by email, SMS or telephone calls for an indefinite period), for the purpose of assisting with the finalisation, processing and administration of an application;
- b. to provide information about the University generally;
- c. where disclosure is required or authorised by law; and

d. where students have otherwise consented.

(32) The University may disclose personal information provided relating to an applicant and members of an applicant's family who are covered under the applicant's Overseas Student Health Cover (OSHC) membership, to the University's preferred Overseas Student Health Care provider, for the purpose of the provider communicating about OSHC.

(33) Information is collected during students' enrolment in order to meet La Trobe University's obligations under the [ESOS Act](#) and the [National Code 2018](#), to ensure students are compliant with the conditions of their visas, and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the [Education Services for Overseas Students Act 2000](#), the [Education Services for Overseas Students \(ESOS\) Regulations 2001](#) and the [National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018](#).

(34) Information collected about students during their enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS). In other instances information collected during their enrolment can be disclosed without their consent where authorised or required by law. Subject to the provisions of the [Privacy and Data Protection Act 2014](#), students may access personal information collected about them and held by La Trobe University by contacting Recruitment & International Operations.

## Part K - Review Process/Appeals

(35) If a student is unhappy with any decision made by the University relating to the refund of fees, they may seek a review from the Pro Vice-Chancellor (International).

(36) Where a student is not satisfied with the outcome of this review they may apply to the University Ombudsman for a further review of the matter, in accordance with the University's Statutes and Regulations.

(37) If a student is not satisfied with the outcome of the review of the University Ombudsman, they may request the University to refer the matter to the Victorian State Ombudsman, who is the independent dispute resolution body in accordance with the National Code. This agreement, and the availability of other complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

## Section 5 - Definitions

(38) For the purpose of this Policy and Procedure:

- a. Advanced Standing or credit: the recognition of prior learning outcomes resulting in a reduction of the number of subjects or credit points required in order to successfully complete the course.
- b. AWOL: Absent Without Leave. An enrolment status of students who let their enrolment lapse without formally discontinuing.
- c. Census Date: The census date is the official deadline or last date a Continuing Student can withdraw from a subject without being financially liable i.e. having to pay for the subject.
- d. Commencing Student: A student intending to enrol at La Trobe University as indicated in the Letter of Offer and written agreement with the University.
- e. Compelling and Compassionate Circumstances: Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control.
- f. Continuing Student: A student currently undertaking a course of study at La Trobe University who has completed at least one teaching period of study and who is eligible to continue into a subsequent teaching period.

- g. International Student: La Trobe University defines an International Student as someone who is not an Australian citizen or permanent resident, or a New Zealand citizen. This is a broader definition than the [ESOS Act](#) definition of an overseas student, and can include students on a range of temporary work, business, spouse or other visas, as well as offshore students. Where the student is under 18 years of age and the student is required to exercise rights or enter obligations as a legal person, this term may refer to the student's parent or legal guardian.
- h. Letter of Offer: A letter by La Trobe University that sets out the offer being made to a student, including but not limited to an Offer of Admission, a Packaged Offer of Admission, or a Conditional Offer of Admission.
- i. Partial Refund: Dependent on the refund circumstances, LTU will retain a percentage of 'fees payable'.
- j. Pre-paid Tuition Fees: Cleared tuition fee payments (as defined by the [ESOS Act](#)) less any University debts.
- k. Package Student: Where a student has applied to undertake two or more courses on their student visa and where there is clear progression from one course to another. A student who has accepted a Package Offer of Admission to undertake up to three preliminary courses packaged with a principal La Trobe University course of study.
- l. Provider Default: Under Section 46A of the [ESOS Act](#), a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:
- i. the provider fails to start providing the course to the student at the location on the agreed starting date; or
  - ii. after the course starts but before it is completed, it ceases to be provided to the student at the location, and the student has not withdrawn from the course before the default day.
- m. Student Default: Under Section 47A of the [ESOS Act](#), an overseas student or intending overseas student defaults, in relation to a course at a location, if: the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn) or:
- i. the student withdraws from the course at the location (either before or after the agreed start date)
  - ii. the University refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
    - the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
    - the student breached a condition of his or her visa;
    - misbehaviour by the student, such as the student is suspended, excluded or expelled from the University following a finding of misconduct.

## Status and Details

<b>Status</b>	Current
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<b>Responsible Policy Officer</b>	Stacey Farraway Pro Vice-Chancellor (International)
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