



**WENTWORTH INSTITUTE  
OF HIGHER EDUCATION**  
CRICOS CODE 03279M PRV12063

|   |                            |                      |
|---|----------------------------|----------------------|
| <b>Document: Refund Policy for International Students</b> |                            |                      |
| <b>Approved by: Executive Management Team</b>             | <b>Version: <u>5.0</u></b> | <b>Date: 05.2023</b> |

### Contents

|                                     |   |
|-------------------------------------|---|
| 1. Overview .....                   | 2 |
| 2. Refunds .....                    | 3 |
| 3. General .....                    | 5 |
| 4. Publication .....                | 5 |
| 5. Legal and Policy Framework ..... | 5 |
| 6. Related document .....           | 5 |

## 1. Overview

Wentworth Institute of Higher Education (WIN Higher Education) fully complies with the Education Services for Overseas Students Act 2000 (ESOS Act) and its legislative framework including the Tuition Protection Service (TPS).

Under Subdivision B (Student defaults): Sections 47A, 47B, 47D and 47E of the ESOS Act, the written agreement with the student outlines the various circumstances under which a refund can be made and the amount due.

In general, a refund will NOT be granted in any of the following unless stated otherwise:

1.1. There is NO refund in enrolment fee and any other fees (the amounts as set in the Offer Letter and the Education Program Agreement).

1.2. (a) The student must pay the full semester fee as set in the Offer Letter and the Education Program Agreement. The refund policy as outlined in this document shall apply.

(b) Under special circumstances, the student may request for partial pre-paid tuition fees, deposit and/or tuition fees. The amount will be reflected in the Offer Letter and the Education Program Agreement.

**Note however**, where the amount paid is LESS THAN one full semester's tuition fee, a refund will not be granted or will not apply except in the case of visa refusal as outlined in this policy.

For example, one full semester tuition fee is \$8,000 and the student or the agent has requested to pay \$4,500 as pre-paid tuition fees, deposit, and/or tuition fees due to special circumstances. The \$4,500 will not be refunded; except in the case of visa refusal as outlined in this policy.

1.3. There is NO refund if the student defaults under any of the following circumstances:

- Not starting on the agreed day and location (and has not previously withdrawn);
- Breaching a condition of the student's visa;
- Cancellation or suspension of enrolment following a finding of academic misconduct or non-academic misconduct such as providing fraudulent documentation, misleading information and other similar incidents.

1.4. Other instances where pre-paid tuition fees, deposit and/or tuition fees paid are NOT refundable:

Pre-paid tuition fees, deposit and/or tuition fees, as outlined in the Offer Letter and the Education Program Agreement, is NOT refundable if the student or agent has provided fraudulent and/or misleading information to WIN Higher Education including, but not limited to, any of the following:

- making a fraudulent and/or material misrepresentation, or another person or agent doing so on behalf of the applicant, in applying for admission to a course. This includes submission of fraudulent documentation or misrepresentation to the Australian government agencies to obtain an offer of admission at WIN Higher Education;

- failing to disclose to WIN Higher Education a material fact or circumstance that affects WIN Higher Education’s decision in admitting an applicant;
- obtaining admission on the basis of a degree, diploma or certificate obtained wholly or partly by means of fraud, academic misconduct or any form of dishonest actions;
- the terms and conditions of any written agreement between the student and WIN Higher Education are breached;
- the student who breaches their visa conditions or fails to meet course requirements;
- the student failing to complete or withdraws from a preliminary or prerequisite course as a requirement of the principal course. For example, a student is required to undertake a Diploma program prior to commencing a Bachelor’s program; however, the student failed to complete or withdraws from the Diploma. Any fees applicable to the principal course, which is Bachelor, will are not refundable.

## 2. Refunds

Refund applications will incur a \$200 administration fee, except in the case of visa refusal prior to the course commencement date as indicated on the Offer Letter and the Education Program Agreement.

- 2.1. If a student’s visa is refused prior to the commencement date, WIN Higher Education will refund the pre-paid tuition fees, deposit and/or tuition fees paid minus the lesser of:
- a. 5% of the amount of course fees received by WIN Higher Education in respect of the student before the default day; or
  - b. \$500.

Note that if visa refusal is due to instances outlined in Section 1: Overview above, NO refund will apply.

- 2.2. If a student’s visa is refused after course commencement, WIN Higher Education will refund the unused tuition fee.

Note that if the visa refusal is due to instances outlined in Section 1: Overview above, NO refund will apply.

- 2.3. In the event of a student withdrawing from a course or study period and the student has paid at least one full semester’s tuition fees, an application for a refund must be made in writing to WIN Higher Education. This is subject to the approval of transfer or withdrawal from the course by WIN Higher Education.

Note that this clause will only apply if the pre-paid tuition fees, deposit and/or tuition fees paid is equivalent to at least one full semester’s fee.

- a. If the notice is received by WIN Higher Education at least 28 days before the course or study period starts, WIN Higher Education will refund 80% of tuition fees paid for the course or study period.

- b. If the notice is received by WIN Higher Education prior to, but less than 28 days before the course or study period starts, WIN Higher Education will refund 50% of tuition fees paid for the course or study period.
- c. If the notice is received by WIN Higher Education on or after the course or study period starting date, no refund will be made.

If an exceptional, compassionate and/or compelling circumstances exists, WIN Higher Education may consider an application for a refund on a case-by-case basis. Example of exceptional, compassionate and/or compelling circumstances are prolonged medical condition requiring hospitalisation or trauma requiring continued mental health evaluation.

Professional authorities evaluating prolonged hospitalisation, trauma and other mental health conditions must be completed by an Australian registered medical specialists or practitioners, registered psychologists, or registered psychiatrist.

In considering refund on a case-by-case basis by WIN Higher Education, the Australian registered medical specialists or practitioners, registered psychologists, or registered psychiatrist, must:

- Provide full assessment of the student's condition impacting on the student's capacity to study.
- Any medical or mental health intervention required to assist the student in addressing medical or mental health issues.
- The duration of the medical or mental health condition and duration of health interventions applicable to the student's condition.

The course or study period as mentioned in the above clause is advertised and accessible under the WIN Higher Education Academic Calendar website.

#### 2.4. Approved refunds will be paid:

- a. within 4 weeks after the day of default in the case of visa refusal (or where WIN Higher Education has not entered into a written agreement with the student); or
- b. within 4 weeks from when WIN Higher Education receives a written claim from the student.

#### 2.5. Refunds must be paid either to the student or the person specified in the agreement between WIN Higher Education and the student.

#### 2.6. In the event of WIN Higher Education defaulting\*, WIN Higher Education will advise the student in writing of the institution's default and how the institution intends to fulfil their obligations under the ESOS Act, within 14 days of the day of default, of the:

- a. total unexpended tuition fee may be refunded to the student; or
- b. WIN Higher Education may offer an alternative (replacement) course or part of a course in accordance with subsection 46D (4). The student must advise in writing within fourteen days whether the student accepts this arrangement.

In circumstances where a default has occurred and WIN Higher Education cannot satisfy their obligations, the TPS Director will be advised. The TPS Director will then invite relevant providers to participate in a placement round.

*\*If a provider ceases to offer a course or courses before the student has finished the course, this is 'provider default' under the Education Services for Overseas Students Act 2000. The default date is the date where WIN Higher Education stopped providing the course. Provider defaults can include the course not starting on the agreed starting day; the course ceasing before it is completed, or the course not being provided in full to the student, and the student having not withdrawn before the default day.*

### 3. General

The fees refund policy does not prevent students from taking further action under Australian Consumer Protection laws. Students should also avail of the WIN Higher Education's *Academic Grievance Handling Policy and Procedure for Students* before seeking further advice from the Commonwealth Ombudsman.

### 4. Publication

The WIN Higher Education Student Handbook.

### 5. Legal and Policy Framework

- [Tertiary Education Quality and Standards Agency Act 2011](#) (Tuition Protection in Australia)
- [Education Services for Overseas Students Act 2000](#) (ESOS Act)
- [The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018](#) (National Code 2018)
- [Department of Education – Tuition Protection Service](#)

### 6. Related document

- Academic Grievance Handling Policy and Procedure for Students
- Refund and Re-Credit of FEE-HELP Policy and Procedure for Domestic Students

| Version/Date | Changes   | Approval |
|--------------|---|----------|
| V2.0 11/2018 | "international" added   | EMT      |
| V2.1 03/2019 | "study period" added to 2.3 a.b.c.  | EMT      |
| V2.2 05/2021 | "fraudulent or material representation" added under 1.4   | EMT      |
| V3 09/2022   | Overall review of the policy  | EMT      |
| V4 04/2023   | Added the word "OR" under 2. Refund 2.1 where the option is lesser of a or b  | EMT      |
| V5 05/2023   | Expand instances where fees are not refundable; expand the definition of exceptional, compassionate, and compelling circumstances | EMT      |