

<b>Institution</b>	<b>Universal Higher Education (UHE)</b>
<b>Policy Name</b>	<b>Fees and Refunds Policy and Procedure</b>

## 1. Scope

This Policy and Procedure applies to prospective, current, and former students at UHE and the UHE staff responsible for collecting student fees, non-tuition fees and processing refunds.

## 2. Purpose

This Policy and Procedure is in place to ensure that UHE provides prospective and current students with clear and transparent information about tuition fees, non-tuition fees, and refunds. This Policy outlines the structured processes that direct students and relevant UHE staff members on matters related to tuition fees, non-tuition fees, and refunds.

## 3. Regulatory Alignment

This Policy is developed and implemented to comply with the regulatory requirements informed in the:

- Education Services for Overseas Students Act 2000
- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- (National Code 2018): Standard 2 Recruitment of an Overseas Student; Standard 3 Formalisation of Enrolment and Written Agreement; Standard 8 Overseas Student Visa Requirements; Standard 10 Complaints and Appeals

## 4. Policy Principles

- 4.1 UHE ensures that collection and administration of fees and charges are carried out in compliance with relevant legislative and contractual requirements. UHE charges tuition and non-tuition fees based on benchmarking and ensures they do not exceed the CRICOS registered fees.
- 4.2 The Managing Director sets the fees for all UHE award courses as part of the business planning and budget management processes.
- 4.3 It is expected that the total course fees for each award course will be subjected to annual increases. The total course tuition fee cap allows for no more than a 15% increase per year and no more than 25% increase over a three-year period. The date for course tuition fee changes is set for on or before 1st October for the upcoming year. These changes will be communicated to all the stakeholders including prospective and enrolled domestic and international students.
- 4.4 UHE is responsible for:
  - a. Providing accurate and accessible information to applicants and enrolled students about all student fees, including course tuition fees, other fees and charges including incidental fees, including the Tuition Protection Services (TPS);
  - b. Reporting and publishing student fees as required by the relevant legislation;
  - c. Providing accessible payment methods;

- d. Ensuring there are accessible, fair, and transparent processes for processing and approving tuition fee, refunds to students per relevant legislation and policy; and
  - e. Ensuring that the tuition fees and charges are competitive in line with competitors.
- 4.5 Students can find information about fees, charges, and refunds on the UHE website, in UHE's promotional materials for prospective students, and in the Letter of Offer and Agreement (as outlined in the Admissions Policy and Procedure).
- 4.6 UHE students are responsible for:
  - a. Ensuring all information provided for the purpose of enrolment and fees is accurate, including subject enrolment records and personal information;
  - b. Paying all fees and charges by the specified due date; and
  - c. Notifying UHE of circumstances that may impact the payment of fees.
- 4.7 UHE reserves the right to apply sanctions to students with overdue fees to UHE. Payment of tuition fees and other fees and charges by the due date is a condition of enrolment. Failure to pay all fees owing by the deadline may result in the student being prevented from:
  - a. Accessing subject results;
  - b. Accessing online resources, including Library resources;
  - c. Enrolling in further subjects;
  - d. Accessing a transcript of results or academic transcript; and/or
  - e. Graduating from the UHE award course.
- 4.8 UHE will notify a student who fails to pay their fees by the required deadline of the intention to cancel their enrolment and list any other penalties that apply as per the list above, and subsequently report the student to the Department of Home Affairs (DoHA) for non-payment of fees.
- 4.9 UHE will issue refunds for tuition and non-tuition fees in compliance with relevant legislation.
- 4.10 Approved refunds will only be issued to the applicant or the designated person(s) mentioned in the Agreement or the Refund Application Form, who are authorised to receive the refund on behalf of the overseas student. The refund can be processed in the student's country through an Australian dollar draft or by electronic funds transfer in Australian dollars.
- 4.11 Where a student has unallocated credit in their account for which they are eligible for a refund, UHE will attempt to refund the amount to the student. Where UHE is not able to refund the credit to the student, and no contact is made by the student, the credit may be forfeited after all contact attempts have been exhausted.
- 4.12 All course tuition fee payments are protected by UHE's admission to the Tuition Protection Service (TPS).
- 4.13 In the unlikely event that UHE ceases to operate or to deliver a program or subject in which students are enrolled, UHE mitigates any disadvantage to the students by meeting legislative and regulatory tuition protection requirements.
- 4.14 Where an international student has deferred an offer of study after its commencement date, UHE reserves the right to assess any refund applications in line with the commencement date of the student's original offer.

## 5. Procedure

### Fees and Charges

- 5.1 Student payments are to be made via Electronic Funds Transfer (EFT) or credit card to UHE, and Direct Debit for payment plans.
- 5.2 The Registrar's Team is responsible for the administration of student fees and charges. UHE will issue an enrolment confirmation Notice and liability notice to all students for each term, including the course name and code, the census date, the student liability status, and the total fees payable. Student fees will be invoiced by the enrolment and liability status of the student as recorded in the Student Management System. Students will be sent their invoices to their student email address. Extensions to the payment deadline will only be approved in special circumstances, must be authorised by the Registrar, and will not exceed 60 days.
- 5.3 When a student receives a scholarship after enrolment and during their course of study, which lowers the fees outlined in their signed Letter of Offer and Agreement, the adjusted fees will be shown on the invoices for the semesters in which the scholarship is applicable.
- 5.4 UHE charges tuition and non-tuition fees detailed in the table below and published on its website and in the Letter of Offer and Agreement.

Type	Fee (AU\$)
Tuition fee	Depending on course
Enrolment fee	\$300
RPL per subject (minimum)	\$2000
Charges for late payment	\$50/installment
Charge for lost ID card	\$10
Charge for lost Certificate	\$10 + postage
Change of course fee	\$300
Request for partial or lost transcript	\$25
Printing cost	B/W: A4 – 10c A3 – 15c Colour: A4 – 15c A3 – 25c

### Refunds

- 5.5 Applications for a refund must be in writing using the Refund Application Form available on the UHE website. The completed form and the supporting documents must be submitted to [admisisons@uhe.edu.au](mailto:admisisons@uhe.edu.au). The supporting documents must be:
  - a. The document in English or accompanied by a certified and signed translation from an official translation authority;
  - b. An original document or, a copy certified by a Justice of the Peace (or equivalent international authority);
  - c. Be from an independent authority (not the student or friends or family of the student);
  - d. Specify exact dates surrounding the special circumstances which apply to the student;
  - e. Specify the date the document was written or created;
  - f. Address all criteria of Special Circumstances; and
  - g. Personal statements alone, including statutory declarations from the student and/or family and friends of the student, are not sufficient to establish refund eligibility.

- 5.6 Upon receiving a student refund request and the supporting documentation, the Admissions Officer will verify the completeness of the application, document it in the Student Management System, and forward it to the Registrar. If the request is incomplete, the Admissions Officer will contact the student to obtain the missing information or documentation.
- 5.7 Refunds for students will be approved against this Policy by the Registrar.
- 5.8 Refunds will be determined according to the Refund Table (Section 5.13). The Registrar or delegate will calculate the refund before approval, verifying the current payment status and amounts owned or credited with the Finance Team.
- 5.9 UHE will respond to all refund applications within 5 business days of receipt of the request. If a refund is approved, it will be paid within 28 business days of receipt of the request (14 business days in the case of provider default).
- 5.10 The refund must be approved by the Finance Manager or the Managing Director before it can be processed.
- 5.11 If UHE denies the refund request, the student will receive a written notification detailing the reasons for the rejection. The student will also be informed of their right to access the Complaints and Appeals process described in the Complaints and Appeals Policy and Procedure.
- 5.12 All documentation regarding the refund request, whether approved or denied, will be stored in the student file within the Student Management System.
- 5.13 The Refund Table outlines the tuition and non-tuition fees that may or may not be refunded to a student, including any fees collected by the student’s education agent on behalf of UHE.

Refund Situation	Refund of Fees
<b>Provider Default</b>	
1. UHE is unable to start to provide the program to the student at the location on the agreed starting day.	100% refund of total tuition and non-tuition fees; Enrolment fee is refundable.
2. UHE ceases to provide the program to the student at the location at any time after it starts but before it is completed and the student has not withdrawn before the default day.	Refund of unspent tuition fees will be calculated as per Refund Amount Calculator minus non-tuition fees; Enrolment fee is not refundable.
<b>Student Default</b>	
3. An international student (offshore or onshore) is refused an Australian Student Visa and fails to start a course (copy of refusal letter required) or illness or disability prevents the student from taking up the course.	Prepaid tuition, non-tuition fees, and enrolment fees less \$500 or 5% of the prepaid fees, whichever is less.

Refund Situation	Refund of Fees
4. Student default – where UHE has not entered into a written agreement with the student that meets the requirements of section 47B of the ESOS Act (refer 47E (1) (b) (i) of the Act) – that is, a compliant agreement.	All prepaid fees less \$500; Enrolment fee is not refundable.
5. Onshore international student is refused an Australian Student Visa but a student already commenced his/her course (copy of refusal letter required); includes visa extension & new applications.	Unspent tuition fee less \$500 or 5% of the unspent fee, whichever is less; Non-tuition fee and enrolment fee are not refundable.
6. International student defaults or withdraws from course during visa processing but already commenced his/her course.	Unspent tuition fee less \$500; Non-tuition fee and enrolment fee are not refundable.
7. International student withdraws from the course 10 weeks (70 days) or more prior to the eCoE commencement date.	70% of the prepaid tuition; Enrolment fee is not refundable.
8. International student withdraws from course 5 weeks (35 days) or more prior to eCoE commencement date.	50% of the prepaid tuition; Enrolment fee is not refundable.
9. International student withdraws from the course less than 5 weeks, on the eCoE commencement date or after that date.	No refund
10. International student has also paid a deposit for future courses when enrolling in a package of courses	Refer to scenarios 3-9 in this Table for the current course; Full refund of the deposit of the tuition and non-tuition fees paid for the future courses, less \$500 for each course.
11. International student defaults due to one or more of the following acts and CoE(s) is cancelled by UHE; <ul style="list-style-type: none"> <li>• the student failed to pay an amount payable to UHE for the course;</li> <li>• the student breached a condition of their student visa, including non-commencement of the course</li> <li>• misbehaviour by the student/breach of the code of conduct</li> </ul>	No refund

Refund Situation	Refund of Fees
12. International student is granted permanent residency/obtain visa other than a student visa, after the census date of a study period	No refund for the current study period; Full courses fees due for the study period as per the student agreement.
<b>Refund Amount Calculator:</b> a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.  b) Weeks in default period = $\frac{\text{Number of calendar days from the default day to the end of the period to which the payment relates}}{7}$ c) Refund amount = weekly tuition fee × weeks in default period	

5.14 International students will receive the refund for the applicable refund situations as per the Refund Table, where they are able to demonstrate their eligibility for the refund with the appropriate supporting documentation.

#### Provider Default and Tuition Protection Service (TPS)

5.15 The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist students whose education providers are unable to fully deliver their course of study. The TPS is a placement, refund and loan re-credit service for eligible students who are affected by a provider closing or ceasing to deliver a course.

5.16 The TPS can be contacted at: administrator@tps.gov.au or phone 1300 980 434. For more information on the TPS please refer to <https://tps.gov.au>.

5.17 UHE will pay the TPS levy for a calendar year to the TPS Director by the date stated in the notice issued by the TPS Director.

5.18 UHE will ensure the Principal Executive Officer (PEO) and the business email contact details listed in PRISMS are up to date.

5.19 Where UHE ceases to operate or to deliver a program or subject in which students are enrolled, the affected students will be notified of the opportunity to:

- a. Enrol in a suitable alternative program offered by UHE at no further cost to the student;
- b. Enrol in a suitable replacement program at another provider at no further cost to the student;
- or
- c. Receive a refund in accordance with this Policy. .

5.20 The Managing Director, in consultation with the Chief Academic Officer, maintains a current list of suitable replacement programs for each educational offering at UHE, taking the following into account:

- a. Whether the replacement program leads to the same or comparable qualification as the original program;
- b. What program credits the student may receive for the subjects of the original program successfully completed by the student;

- c. Whether the mode of delivery of the replacement course is the same as that of the original program;
  - d. The location where the replacement program for a student is primarily delivered;
  - e. Whether a student who enrolls in the program:
    - a) Will incur additional fees that are unreasonable; and
    - b) Will be able to attend the program without unreasonable impacts on the student's prior commitments;
  - f. Any other matters as required under the relevant legislation.
- 5.21 UHE will notify TEQSA and the TPS Director of the default in writing within 3 business days of the default occurring upon the approval of the Board of Directors. The notice will include:
- a. The circumstances of the default;
  - b. The details of the students in relation to whom UHE has defaulted; and
  - c. Advice as to whether UHE intends to discharge its obligations to those students, and (if appropriate), how UHE intends to discharge those obligations.
- 5.22 UHE will notify TEQSA and the TPS Director of the outcome of the discharge within 7 business days after the end of the obligation period. The notification will include evidence of:
- a. Arrangements made for the students, such as:
    - a) Details of the students for whom UHE has arranged alternative provisions within UHE, and the details of those arrangements; and
    - b) Evidence of each student's acceptance of a place at an alternative provider; or
  - b. Refunds paid to the students, including:
    - a) Details of the students who received refunds from UHE; and
    - b) Specific amounts refunded to each student.
- 5.23 When the TPS Director requests UHE to consider accepting students from another provider, UHE will assess the students according to its Admissions Policy and Procedure.
- 5.24 If UHE offers a student a place on its course, the student has 30 business days after the end of the provider obligation period to return the signed Letter of Offer and Agreement, unless the TPS Director specifies a different timeframe.
- 5.25 If a student accepts an offer for a replacement course at UHE, UHE shall notify the TPS Director in writing within fourteen (14) days of the student's acceptance.
- 5.26 If students are dissatisfied with any decisions made by UHE related to this policy, they are encouraged to discuss the matter with UHE to seek resolution. If they remain unsatisfied, the student may seek resolution under UHE's Complaints and Appeals Policy.

## 6. Version History

It is the joint responsibility of the Implementation Officer and Responsible Officer to ensure compliance with this policy.

<b>Responsible Officer</b>	Managing Director		
<b>Implementation Officers</b>	Registrar, Finance Manager		
<b>Review Date</b>	28 August 2027		
<b>Approved by</b>			
Board of Directors			
<b>Associated Documents</b>			
Admissions Policy and Procedure Complaints and Appeals Policy and Procedure Teach-out and Transition Policy			
<b>Version</b>	<b>Brief Description of the changes</b>	<b>Date Approved</b>	<b>Effective Date</b>
2.0	<ul style="list-style-type: none"> <li>Restructured the content in line with the unified policy template</li> <li>Removed the content about FEE-HELP</li> <li>Included sections about non-tuition fee charges</li> <li>Clarified the procedure</li> <li>Added the Version History Table</li> </ul>	28 August 2024	28 August 2024