UOW COLLEGE AUSTRALIA

FEES AND REFUND POLICY

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Policy Custodian:	UOWCA General Manager	**Document No:**	UOWC-ADM-POL-07	
Purpose:	This policy sets out UOW College Australia (UOWCA) Fees and Refund rules.			
Scope:	This Policy applies to all Students of UOWCA, including Prospective Students, regardless of their funding source or payment method. This document contains three parts: • **Part A:** general Fees and Refund information that applies to both Domestic Students and International Students; • **Part B:** specific rules that only apply to Domestic Students; and • **Part C:** specific rules that only apply to International Students. There are different processes concerning Fees for Domestic Students and International Students to ensure UOWCA's compliance with relevant legislation and regulation. This Policy must be read together with applicable legislation and legislative instruments, including the *Education Services for Overseas Students (Calculation of Refund) Instrument 2024*.			
Related Documents:	Course Progression Policy General Delegations of Authority Policy UOWC Ltd Instalment Plan Procedure Leave, Suspension and Cancellation Policy Fees Refund Transfer Procedure Refund Form Student Grievance and Appeals Policy Transfer Credit and/or Fees to UOW Procedure Tuition Fee Instalment Plan Contract			
References and Legislation:	*Education Services for Overseas Students Act 2000* *Education Services for Overseas Students (Calculation of Refund) Instrument 2024*. *Higher Education Support Act 2003* *National Code of Practice for Providers of Education and Training to Overseas Students 2018* *VET Student Loans Rules 2016* *VET Student Loans Act 2016* *National Vocational Education and Training Regulator Act 2011* *National Vocational Education and Training Regulator (Outcome Standards for Registered Training Organisations) Instrument 2025* *National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025*			

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UOW COLLEGE AUSTRALIA

1. Definitions

Word/Term	Definition
Academic Programs	Pathway courses designed to prepare Students for university; Academic Programs include Foundation Studies (FSP), University Entrance Program (UEP), and enabling pathways and higher education diplomas.
Appeal	The review of a decision made by UOWCA under this Policy regarding a Refund, Remission, or credit transfer of Fees.
Applicant	The Student making an application to UOWCA under this Policy.
aXcelerate	A Student management system used for VET courses.
Census Date	The date the financial liability for Subjects is set and Tuition Fees are due for Students in Academic Programs and VET accredited courses.
Course	A program of study that includes those courses leading to higher education and VET awards and non-award courses.
Cycle	A defined period of study in a UOWCA English Language course.
Defer / Deferment	To temporarily delay or postpone the commencement of studies.
Domestic Student	A person registered in a Course or enrolling in a Course of study, who is an Australian Citizen or Permanent Humanitarian Visa Holder, who will be resident in Australia for the duration of the Course of study.
Due Date	The date by which the Student must pay their Fees as set out in: 1. Fee instalment on SOLS; 2. For VET Students in their Offer letter or outlined in their Tuition Fee Instalment Plan; 3. Contract for Sponsored Students; 4. Fee Statement issued to the Sponsor.
eCAF	Electronic Commonwealth Assistance Form.
Fee	The Fees payable by a Student to UOWCA in order to undertake the Course provided by UOWCA which includes Tuition Fees and additional charges.
Fee Statement	The invoice that is issued by UOWCA to the Student for the payment of Fees.
FEE-HELP	An Australian Government loan scheme that assists eligible Domestic Students to pay all or part of their Tuition Fees.
Full Fee Paying Student	A domestic or International Student who pays Tuition Fees in full.
HECS-HELP	An Australian Government loan scheme that assists eligible Students enrolled in a Commonwealth Supported Place to pay their Student contribution amount.
HELP Loan	Means FEE-HELP, VET Student Loans and HECS-HELP loans.
ICAC	Independent Commission Against Corruption.
Intake	Defined period of study per Subject.
International Student	As defined in the *ESOS Act:* Means a person (whether within or outside Australia) who holds a Student visa but does not include Students of a kind prescribed in the regulations.
Offer	A written Offer made by UOWCA to a Prospective Student Offering them an enrolment place in a course.
Overdue Debt	The amount of Fees that were not paid by the Student to UOWCA by the Due Date.
Prospective Student	A Student who intends to enrol in a Course Offered by UOWCA.
Re-credit/Re-	A FEE-HELP, VET Student Loans or HECS-HELP balance which is Re-credited by

crediting	UOWCA because of Compassionate and Compelling Circumstances.
Refund	The repayment of Tuition Fees or other charges to a Student or other entitled payee in accordance with this Policy.
Remission/Remit	A process of removing an incurred FEE-HELP, VET Student Loans or HECS-HELP loan debt from the Australian Government because of Compassionate and Compelling Circumstances.
Session	A defined period of study comprising of 14 weeks for Academic Programs.
SOLS	SOLS is the official enrolment system of UOWCA and the University of Wollongong (UOW). It is a web-based system that enables a Student to self-manage their enrolment. The system also allows the Student to update their personal details, manage Fees, apply for academic consideration, check assignments and final results and receive important messages from UOWCA.
Compassionate and Compelling Circumstances	Refer to Section 11 of this Policy.
Sponsor	A third party who pays a Student's Fees to UOWCA on their behalf and who has entered into a Sponsorship Agreement with UOWCA.
Sponsored Student	A Student for whom Fees and charges are paid by a third party Sponsor under a formal Sponsorship Agreement.
Sponsorship Agreement	A signed agreement between UOWCA and a Student for the payment of the Student's Fees by a third party.
Student	Any person who is enrolled in any Course or program Offer at, or in conjunction with, the UOWCA. For VET, this may be referred to as 'learner'.
Student Account	A Student's financial account with UOWCA as recorded by UOWCA's Administration systems which shows financial transactions made between the Student and UOWCA. This includes payments made by the Student, Fees payable by the Student, any Refunds provided and the outstanding Fees balance.
Study Period	**Academic Programs:** The Study Period is defined as 1 (one) Session. **English Language Programs:** • For courses 24 weeks or less, the Study Period is equal to the Course length; • For courses greater than 24 weeks, a Study Period is defined as 6 (six) weeks. **VET accredited courses:** The Study Period is defined as a unit of competency or course.
Subject	A self-contained unit of study or VET unit of competency in any Course or program Offered at, or in conjunction with, UOWCA.
Tuition Fees	The Fees payable by the Student to UOWCA for the cost of providing the Course or Subject to the Student.
Pre-Payment Fee Protection Measures	Measures maintained by UOWCA in accordance with applicable Pre-Paid Fee Protection requirements for VET Courses, including arrangements to place an affected Student into an equivalent Course at a suitable location at no additional cost, or Refund pre-paid Fees for services yet to be delivered which are in excess of $1,500.
Unallocated Credit	Positive balance in a Student Account, being a balance greater than zero.
UOW	The University of Wollongong
VET	Vocational Education and Training.
VET Student Loans	An Australian Government loan scheme that assists eligible Students enrolled in approved VET courses to pay all or part of their Tuition Fees.

2. Principles

2.1 UOWCA is committed to applying a fair and reasonable approach to all Fee-related decisions.

2.2 Refund and Re-crediting requests will be processed in accordance with the rules outlined in this Policy.

2.3 UOWCA will honor Refunds and Re-crediting requests that are eligible for a Refund under this Policy.

2.4 The principles of procedural fairness will underpin all Refund request decisions.

2.5 Students seeking a Refund or Re-crediting of a HELP balance will be able to do so in an environment free from fear of retribution, Victimisation and discrimination.

3. Fee Calculation and Notification

3.1 Prior to enrolment, Students are provided with information about the Fees payable for their Course. Fees stated in an Offer letter, Offer of Admission or other pre-enrolment communication are based on information available at the time of issue and are subject to change.

3.2 Where a Student Defers, transfers, or otherwise varies their enrolment, the Fees applicable to the revised enrolment are subject to change and will apply at the time the relevant Fee liability is incurred.

3.3 For commencing Domestic Students, details of the tuition Fee arrangements that apply to their Course are outlined in the Offer of Admission.

3.4 For commencing International Students, details of the tuition Fee arrangements that apply to their Course are outlined in the Offer of Admission and, where applicable the written agreement and Confirmation of Enrolment.

3.5 Tuition Fees and other applicable charges for all Students are reviewed annually. Current tuition Fees and other applicable charges are published on the UOWCA website and may also be notified to Students through relevant UOWCA systems and communications, including aXcelerate for VET courses and SOLS for Academic and ELICOS courses.

3.6 Students are responsible for regularly checking UOWCA communications and systems to ensure they are aware of their Fee liability, due dates, and payment requirements.

3.7 Students are responsible for all bank charges, transaction costs or other associated with payment of Fees.

4. Changes in fees

4.1 Where a Student Defers commencement, changes Intake, transfers course, changes campus, changes mode of delivery, extends their enrolment, repeats a Subject or unit, or otherwise varies their enrolment, the Fees applicable to the revised enrolment will apply.

4.2 The Fees payable following an enrolment variation will be determined by the Student's revised enrolment at the time the relevant Fee liability is incurred.

4.3 Payment of a tuition fee deposit, or acceptance of an Offer, does not guarantee the Fee rate applicable at the time of payment or Offer acceptance where the Student later varies their enrolment, unless expressly stated otherwise in writing by UOWCA.

5. Due Dates and Payment Methods

5.1 All Students must, by the relevant Due Date have:

1. Paid all Tuition Fees, and any applicable non-Tuition Fees (as specified on the UOWCA website; or

2. Entered into a tuition instalment plan contract under Section 6 of this policy; or

3. Applied for the relevant government funding and provided their Tax File Number (TFN) by the Census Date.

5.2 UOWCA calculates Due Dates for each Course in accordance with the table below:

Course:	Due Date for Fees:
ELICOS courses 24 weeks or less in duration:	Students must pay the corresponding Fee prior to the Course commencement date.
ELICOS courses greater than 24 weeks in duration:	Students must pay: 1. The amount equal to 50% of the corresponding Fee prior to the Course commencement date; and 2. The amount equal to the remaining 50% of the corresponding Fee by no later than 10 working days prior to the commencement of the second Study Period.
Academic and VET Courses (where the Student has **not** entered into a tuition Fee instalment plan):	Students must pay the corresponding Fee by no later than 2 (two) weeks before Census Date for that Session.

5.3 For Fee-for-service VET Courses, Students may pay upfront or by instalment where this is offered by UOWCA and recorded in the relevant Offer letter, Fee Statement, tuition Fee instalment contract, or published Fee information. Where UOWCA or a third party receives Pre-Paid Fees of more than $1,500 (AUD) from or on behalf of a Student for the same VET Course, UOWCA will manage those Fees in accordance with the Pre-paid Fee Protection Measures in Clauses 9.5 and 9.6 of this Policy.

5.4 If a Student is deemed to be excluded under the *Course Progression Policy,* the Student must pay all Fees by the Due Date pending the outcome of any Appeal under the relevant policy.

5.5 Instructions for the method of payment of Fees are provided on the relevant Fee Statement and UOWCA's website and in the Student's Offer letter.

5.6 The oldest Fee or charge Due Date will receive the first allocation of any payment made by a Student.

5.7 Domestic Students with zero attendance at Census Date will have their enrolment cancelled and their Fees reversed.

6. Tuition Fee Instalment Plan Contract

6.1 UOWCA recognises that some Students can experience difficulty paying full tuition Fees by the Due Date. Students meeting eligibility requirements may be able to access a *Tuition Fee Instalment Plan Contract.*

6.2 *A Tuition Fee Instalment Plan Contract* is separate from any Fee-for-service instalment arrangement Offered by UOWCA for a VET Course under Section 5 of this policy.

6.3 A *Tuition Fee Instalment Plan Contract* is not available for Students:

1. With a history of unreliable payment of Fees;
2. Enrolling in their first Session of an English language program or academic program;
3. With outstanding Fees or charges; or
4. Who have been placed on a Course status of 'Restricted'.

6.4 The *Tuition Fee Instalment Plan Contract:*

1. Applies only in respect of tuition Fees and cannot be applied to any additional Fees or charges;
2. Specifies the amounts payable and the dates upon which those amounts must be paid; and
3. Must be signed by both UOWCA and the Student.
4. A Student may apply for a Tuition Fee Instalment Plan Contract by emailing:

uowcstudent-fees@uow.edu.au

7. Penalties for Non-Payment

7.1 Where a Student has an Overdue Debt to UOWCA or has failed to pay part or all of the Fees by the Due Date, UOWCA can at its discretion apply a range of penalties including the following:

1. Withdrawal from class until outstanding Fees are paid or an instalment plan is approved;
2. Initiate cancellation of enrolment including the loss of insurance cover under UOWCA's liability insurance for attendance at exams and classes;
3. Prevention of enrolment in current or any subsequent Sessions;
4. Withdrawal of access to UOWCA and University of Wollongong (UOW) services (including email, library, Moodle, SOLS, results etc.);
5. Exclusion from award conferral/graduation;
6. Employment of a debt collection agency to recover outstanding debt; and/or
7. UOWCA will restrict the release of Subject results, official credentials, and/or other documentation to a Student with outstanding Fees.

7.2 In addition to the penalties outlined in Clause 7.1, UOWCA may be required to report changes to an International Student's enrolment status to the Department of Home Affairs, pursuant to UOWCA's legislative compliance obligations.

8. Transfer of Credit Balance

8.1 A Student can transfer all or part of a credit balance to UOW where the Student has:

1. Successfully met English language or academic Course requirements for the UOW course;
2. Has received a revised unconditional Offer;
3. Has mistakenly paid UOW Fees to UOWCA.

8.2 No transfer charge is applied to the transfer of credit balances to UOW.

8.3 In cases where an ELICOS Student arrives in Australia and does not commence their Course and meets entry to UOW early via a recognised English language test, the credit balance will be transferred to UOW less 10% of the tuition Fee deposit, which will be retained by UOWCA. The Student must be issued with an unconditional Offer from UOW before the balance transfer is processed.

8.4 For Students enrolled in English for Tertiary Studies only, no credit balances will be transferred to UOW after Course commencement, unless the Student has provided appropriate documentary evidence of Compassionate and Compelling Circumstances in accordance with Sections 11 and 12 of this Policy, and only at the sole discretion of UOWCA.

8.5 Where a Sponsored Student receives approval to withdraw from a Subject, any credit balances will be allocated to the next Cycle or Session of enrolment.

8.6 No credit balances will be transferred to another Student.

9. Eligibility for Refunds

9.1 Refund requests will be assessed under the version of this Policy that applied at the time the relevant Fee liability arose unless a later version is more favourable to the Student.

9.2 Refund requests will be assessed by UOWCA in accordance with Sections 9 and 10 of this Policy and:

1. Part B of this policy for Domestic Students accessing FEE-HELP, a VET Student Loan and/or a HECS-HELP loan; or

2. Part C of this Policy for International Students;

3. Sections 11 and 12 of this policy in cases with 'Compassionate and Compelling Circumstances'; and

4. the *General Delegations of Authority Policy UOWC Ltd.*

9.3 UOWCA will not provide Refunds to Students who have:

1. Paid their Fees via a scholarship; or

2. Transferred credit balances in accordance with Section 8 of this Policy.

9.4 A full Refund of any unused portion of Pre-Paid Tuition Fees will be provided by UOWCA in the following circumstances:

1. An Offer to a Student for a place in a Course is subsequently withdrawn by UOWCA, except if:

    a. The Offer was made on the basis of incorrect or incomplete information being supplied by the Applicant in which case may retain 10% of the paid tuition Fee, or

    b. A visa is refused for any reason, in which case UOWCA will provide a Refund in accordance with Clause 26.2 of this Policy;

2. The Course or Subject does not start within seven (7) days of its proposed start date;

3. The Course or Subject ceases to be provided by UOWCA after the Course or Subject starts but before it is completed, and the Student is not able to be transferred to a suitable alternative course.

4. A Domestic Student withdraws from their Course or has their Course cancelled in accordance with the *Leave, Suspension and Cancellation Policy,* prior to the Census Date.

9.5 Where Clause 9.4 entitles the Student to a full Refund but UOWCA is unable to Refund any unused portion of pre-paid Tuition Fees, or where UOWCA or a third party receives pre-paid Fees of more than $1,500 (AUD) from or on behalf of a Student for the same VET Course and UOWCA is unable to provide the services to which those pre-paid Fees relate, UOWCA will apply its pre-paid Fee protection measures.

9.6 These measures will include one of the following, where applicable:

1. Placing the Student into an equivalent Course at a location suitable to the Student, with the Student receiving all services for which they have pre-paid at no additional cost; or

2. Refunding pre-paid Fees for services yet to be delivered which are in excess of $1,500 (AUD).

9.7 If a Student is not permitted to re-enrol due to exclusion, UOWCA will Refund the Tuition Fees already paid by the Student for the Study Period, or Session, not yet commenced.

9.8 In cases where a Student's Appeal against exclusion is unsuccessful, or the Student has been excluded and does not lodge an Appeal in respect of that decision, UOWCA will provide a total Refund of pre-paid Tuition Fees for the excluded Session or Cycle the Student has commenced.

9.9 In cases where an Offer was made on the basis of fraudulent documents, UOWCA will retain the full tuition Fee paid, except where the Student is entitled to a Refund under the applicable legislation including but not limited to *ESOS Act (2000), Education Services for Overseas Students (Calculation of Refund) Instrument (2024)* or written agreement. In those cases, the applicable statutory or contractual refund requirements will apply.

10. Applications for Refunds

10.1 All requests by Students for Refunds should ordinarily be submitted to UOWCA using the *Refund Form*.

10.2 A Refund request must be accompanied by documentary evidence satisfactory to UOWCA supporting the Student's grounds for the request. Supporting documentation must be submitted with the application in English or in a certified and signed translation.

10.3 UOWCA will notify the Students of the outcome of their Refund request in writing. If a Refund is payable, UOWCA will pay it within four (4) weeks after receiving the Student's written claim or within four (4) weeks after the default day where applicable.

10.4 In respect of Refund requests that relate to a Student's withdrawal, the application period in which a Student can submit a Refund request for the Refund of tuition Fees is twelve (12) calendar months from the day the withdrawal takes effect.

11. Compassionate and Compelling Circumstances

11.1 If a Student is unable to complete a Course due to Compassionate and Compelling Circumstances, the Student can submit an application with supporting documentation, for Deferment, Refund, or Remission of Fees to be assessed by UOWCA.

11.2 Compassionate and Compelling Circumstances apply if UOWCA is satisfied that the Student is affected by an unforeseen event that:

1. Was beyond the Student's control, which a reasonable person would consider not due to the Student's action or inaction, either directly or indirectly, and for which the Student is not responsible. The circumstances must be unusual, uncommon, or abnormal;

2. Did not make its full impact on the Student until on, or after, the Subject commenced, or on or after the relevant Census Date (for Students in Academic Programs and VET accredited courses only) for that Subject;

3. Means that it is impracticable for the Student to complete the requirements for the Subject in the Session or Intake during which the Student commenced or was due to commence the relevant Subject;

4. Students with circumstances that prevent them from submitting an assessment task for a Course by the Due Date or completing an examination for a Course on the scheduled date do not qualify for Refunds or Remission of Fees and should refer to the *Academic Consideration Policy* for the relevant process.

12. Application Documentation for Compassionate and Compelling Circumstances

12.1 Applications for Compassionate and Compelling Circumstances must be submitted by the affected Student to UOWCA using the *Refund Request Form* within twelve (12) calendar months of the day the unforeseen event occurred.

12.2 Applications made by a Student under Section 11 of this Policy must include supporting documentation explaining the Student's unforeseen event and which satisfactorily allows UOWCA to verify the Student's circumstances. Supporting documentation must be submitted with the application in English or in a certified and signed translation.

12.3 If a Student submits fraudulent documentation, this will be regarded as serious misconduct and will be managed in accordance with the UOWCA *Academic Integrity and Student Conduct Policy* and associated procedures. The matter may also be referred to the State or Federal Police, ICAC and/or the Department of Home Affairs.

12.4 UOWCA will assess all application documentation for Compassionate and Compelling

Circumstances submitted by the Student in accordance with this Policy and advise the Student of their eligibility for a Refund within the decision timeframe set out in Clause 10.3. Any Refund must be paid within the applicable deadline in Section 13 of this Policy.

13. Timing and Payment of Refunds

13.1 If a Student is eligible for a full or partial Refund, UOWCA will pay that full or partial Refund within four (4) weeks after the default day where the applicable legislation requires the timeframe to commence from that day.

13.2 In the case of UOWCA default, UOWCA will discharge its obligations to the Student within fourteen (14) days after the default day, in accordance with the applicable legislation including but not limited to *Section 46D of the ESOS Act 2000.* Where a Refund is payable, it will be paid within that fourteen (14) day period.

13.3 Refunds will only be made in Australian dollar currency. Reasonable bank charges incurred by UOWCA when paying a Refund may be deducted only where permitted by applicable legislation and the Student's written agreement. No deduction may reduce the Refund below the statutory or contractual amount due in accordance with the *Education Services for Overseas Students (Calculation of Refund) Instrument (2024)*. UOWCA will bear processing charges where necessary to pay the full amount required.

13.4 Refunds will be paid by UOWCA to the Student or another person specified in the written agreement to receive it.

13.5 All Refunds payable by UOWCA will be paid via bank transfer.

13.6 For Sponsored Students, all Refunds made in accordance with this policy will be provided directly to the Sponsor, unless alternative reimbursement arrangements are confirmed in writing by the Sponsor.

13.7 For payments made via Flywire, the refund will be paid back to Flywire and returned to the originating account.

14. Unallocated Credits

14.1 Unallocated Credits are allocated to future Fees and charges unless a request for a Refund or transfer of the credit balance is approved.

14.2 Where any Unallocated Credit is not allocated as provided for in Clause 14.1 of this policy, Students will have the Unallocated Credit held in their account for twelve (12) months from the Course commencement date, or from when they were last enrolled, whichever date is the later (Holding Period).

14.3 UOWCA will make reasonable attempts to contact the Student regarding any Unallocated Credit held in the Student's account during the Holding Period and the Student can elect to have the credit allocated to future Subject(s) enrolments or Refunded back to the Student. UOWCA will redirect the funds accordingly, upon receiving the appropriate instructions from

the Student, provided the Student has notified its intention to UOWCA prior to the end of the Holding Period.

14.4 If no instructions have been received from the Student by the end of the Holding Period, UOWCA will attempt to Refund the Unallocated Credit to the Student (less any reasonable administration charges incurred by UOWCA in contacting the Student and Refunding the Unallocated Credit), via any reasonably available method, such as electronic funds transfer (EFT) to the bank account last nominated by the Student or by Refund to Flywire where Flywire was the method of payment used.

14.5 If UOWCA has been unsuccessful in its attempts to contact the Student and obtain instructions or Refund the Unallocated Credit under Clause 14.3. and 14.4 of this Policy within three (3) months from the end of the Holding Period, the Student will be deemed to have abandoned the Unallocated Credit and hereby expressly waives any rights to the Unallocated Credit which will then be retained by UOWCA as the legal and beneficial owner of those funds.

15. Appeal Procedure

15.1 If the Student is not satisfied with the decision of their Refund they can Appeal that decision within twenty (20) working days of receiving the original decision from UOWCA.

15.2 This Appeal is to be carried out in accordance with the *Student Grievance and Appeals Policy*.

15.3 On Appeal, the UOWGE General Counsel (or nominated delegate) may apply discretion on compassionate grounds after consideration of the Student's relevant individual circumstances and supporting documentation provided at the time of Appeal lodgment.

15.4 UOWCA's dispute resolution processes as set out in the *Student Grievance and Appeals Policy* do not restrict the Student's right to pursue other legal remedies.

16. Further Information and Assistance

16.1 Students should seek clarification on any aspects of this policy prior to accepting an Offer of admission made by UOWCA.

16.2 Student assistance is available by contacting UOWCA Reception or Student Advisors.

16.3 Students can make an appointment with a Student Advisor for assistance with their request relating to this Policy.

16.4 Contact details for UOWCA are outlined as follows:

1. Phone: (02) 4221 3218 or 1300 367 869 (within Australia)

2. Phone: (0011) 61 2 4221 3218 (International)

3. Address: Building 30, University of Wollongong

   Northfields Avenue North Wollongong,

   NSW 2522 Australia

4. Email: uowcstudent-fees@uow.edu.au

17. Record Keeping and Reporting

17.1 For International Students, UOWCA is required to notify the Department of Home Affairs if a Student cancels their enrolment in a Course or transfers to another education provider.

17.2 Reasons and full explanations for decisions and actions taken by UOWCA will be kept in writing by UOWCA and will be provided to the Student upon request.

17.3 Records held by UOWCA will remain confidential and are kept in accordance with the UOWGE *Records Management Policy*.

17.4 All staff designated to access information contained in Fees-related applications are obliged to preserve confidentiality in accordance with the UOWGE *Privacy Policy*, UOWGE *Code of Conduct*, and other relevant privacy legislation.

18. PART B: DOMESTIC STUDENTS

18.1 Application

1. This Part B only applies to Domestic Students. In this Part B, “HELP Loans” means all of FEE-HELP, VET Student Loans and HECS- HELP.

18.2 Types of HELP Loans

1. The Australian Government provides assistance to Students with various Student loan schemes including VET Student Loans, HECS-HELP and FEE-HELP. These loan schemes assist eligible Students to full- Fee paying Domestic Students as:

    a. HECS-HELP is for Commonwealth Supported Place (CSP) Students, not full-Fee paying Students.

    b. FEE-HELP is generally for eligible domestic full-Fee paying higher education Students.

    c. VET Student Loans are for eligible Students undertaking approved VET diploma-level courses.

18.3 HELP loans do not cover accommodation, living expenses, additional charges, or other Fees or expenses that a Student may incur in undertaking their courses.

18.4 Full information about the HELP loans can be accessed on the Study Assist website at: Study Assist, Australian Government

18.5 All HELP loans give rise to a HELP debt that continues to be a debt due to the Commonwealth Government until it is repaid.

19. Applying for HELP Loans

19.1 Students who are eligible for a HELP loan must choose their applicable payment option at enrolment.

19.2 Information about the types of loans available and the application process for each loan type will be provided at enrolment.

19.3 Students applying for a HELP loan are required to:

1. Provide their TFN and permission to use their TFN upon enrolment. Students may also need to provide other supporting documentation in line with requirements of the scheme.

2. Provide a Unique Student Identifier (USI) in accordance with Australian Government requirements.

19.4 Applications must be completed in full and submitted in the appropriate manner by the Census Date. HELP loans will not be processed after the relevant Census Date and Students who have not submitted an application will be required to pay the full Course Fee.

20. Eligibility

20.1 To be eligible for HELP Loans, a Student at UOWCA must meet the Australian Government's eligibility criteria available at: https://www.studyassist.gov.au/

21. Payment of Tuition Fees through HELP Loans

21.1 Eligible Students can choose to pay their tuition Fees using a HELP loan in the following ways:

1. Pay tuition Fees via a partial up-front payment to the College and request a HELP loan for the remainder of the tuition Fees; or

2. Request a HELP loan for the full amount of the tuition Fee; or

3. Eligible Smart and Skilled funded Students request a VET Student Loan for the residual tuition Fee.

21.2 In the case of FEE-HELP for applicable higher education diplomas and VET Student Loans for VET diploma courses, the amount of the FEE-HELP or VET Student Loans debt is the amount of the loan plus a government loan Fee (where applicable) and is incurred by the Student immediately after the Census Date for the Subject.

22. Remission of Fees Paid via HELP Debt

22.1 Students who have incurred a HELP debt in accordance with Part B, who change, Defer, or withdraw from a Subject or course, or have their enrolment cancelled in accordance with the UOWCA *Leave, Suspension and Cancellation Policy*, after the Census Date will incur the HELP loan debt unless the debt is Remitted under Compassionate and Compelling Circumstances (refer Section 11 of this Policy).

22.2 Where a Student has elected to pay Fees via a HELP loan and the Student's enrolment is cancelled in accordance with the *UOWCA Leave, Suspension and Cancellation Policy* or the Student otherwise withdraws from the Course or part of the Course or takes an approved leave of absence for that Study Period prior to the Census Date, the Student will be eligible for a Refund for that part of the Course as per Clause 9.4.4. The HELP debt will not be Remitted where the Student has incurred a HELP debt for a part or part of the Course for any prior Study Periods unless Compassionate and Compelling Circumstances apply, as per Section 11 of this Policy.

22.3 Students can apply:

1. To UOWCA to have their HELP balance Re-credited (and subsequently Remitted) for all UOWCA courses if Compassionate and Compelling Circumstances apply in accordance with Section 11 of this policy (see the StudyAssist website for more information:

https://www.studyassist.gov.au/paying-back-your-loan/cancel-your-help-debt-under-special-circumstances); or

2. To the Secretary of the Department of Employment and Workplace Relations to have their HELP balance Re-credited if:

    a. UOWCA, or a person acting on the UOWCA's behalf, engaged in unacceptable conduct in relation to the Student's application for a VET Student loan; or

    b. UOWCA has failed to comply with the *VET Student Loans Act 2016* (or an instrument under the *VET Student Loans Act 2016*), and the failure has adversely affected the Students.

    c. UOWCA is unable to act or is being wound up or has been dissolved or has failed to act and the Secretary is satisfied that the failure is unreasonable.

22.4 The application period in which a Student can apply for a Remission of Fees to UOWCA is twelve (12) months after the census day for the Course (or the part of the course), or within such period as extended by UOWCA.

22.5 The application period in which a Student can apply for Remission of Fees to the Department of Employment and Workplace Relations is five (5) years after the census day for the Course (or part of the course), or within such period as extended by the Department.

23. Students Submitting an Application for Review

23.1 Students enrolled in UOWCA courses who are not satisfied with a decision made by UOWCA not to Re-credit or Remit their Fees can lodge an application for review in accordance with Section 15 of this Policy. There is no charge for reconsideration or review of decisions, other than review by the Administrative Review Tribunal.

24. HELP Loan Statements from the Government

24.1 Students with a HELP loan debt may periodically receive a Statement from the Australian Taxation Office. Students will receive a Commonwealth Assistance Notice (CAN) from UOWCA after each Census Date.

24.2 The HELP loan debt Statement should show any activity such as a new Session debt added to Student Accounts. The Australian Taxation Office (ATO) should be contacted for further information.

24.3 It is the Student's responsibility to contact UOWCA if any part of the HELP loan Statement is incorrect.

24.4 UOWCA will contact the ATO if corrections for HELP debts are verified and approved by UOWCA.

25. NSW Government Smart and Skilled Funding

25.1 The NSW Government provides Smart and Skilled funding for eligible Students undertaking approved vocational education and training courses in accordance with NSW Government eligibility requirements and funding priorities. https://smartandskilled.nsw.gov.au/

25.2 For Students receiving Smart & Skilled Funding, the following NSW Government documents take precedence over this Policy:

1. Smart and Skilled Fee Administration Policy;
2. Smart and Skilled Contract Terms and Conditions; and
3. Smart and Skilled Operating Guidelines.

26. PART C: INTERNATIONAL STUDENTS

26.1 Application

1. This Part C only applies to International Students.

26.2 Visa Refusal

1. If a Student is refused a visa with appropriate study rights and is unable to commence the Course and provides documentary evidence satisfactory to UOWCA of their visa refusal, UOWCA will Refund the amount of pre-paid tuition Fees in accordance with *section 47E of the Education Services for Overseas Students Act 2000* and subsections *10(2) and 10(3) of the Education Services for Overseas Students (Calculation of Refund) Instrument 2024*. The Refund is the Course Fees received before the default day, comprising tuition Fees and any non-tuition Fees, minus the lesser of:

    a. 5% of the amount of the Course Fees received in respect of the Student for the Course before the default day; or

    b. $500 (AUD).

2. Where a Student is refused a Student visa and the refusal causes the Student, after Course commencement, to withdraw from the Course at the agreed location or fail to pay an amount required to undertake the course, UOWCA will calculate and pay any Refund in accordance with section 47E of the *Education Services for Overseas Students Act 2000* and subsection 10(4) of the *Education Services for Overseas Students (Calculation of Refund) Instrument 2024).*

27. Refunds of Tuition Fee Deposit Payments

27.1 The Refund calculations in this Section apply subject to the *Education Services for Overseas Students Act 2000, the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 and the International Student's written agreement.* Where statutory requirements prescribe a different Refund, those requirements will apply. Subject to those requirements, tuition Fee deposit Refunds are calculated by reference to the date on which UOWCA receives the Student's written Refund request. The calculations are provided in the tables below:

1. Where a Student Defers commencement, changes Intake, transfers course, changes campus or otherwise varies their enrolment, the tuition Fees applicable to the Student's revised Intake, Session, Study Period, or calendar year will apply in accordance with Section 3 and 4 of this Policy. Any Refund payable under this Section will be calculated based on the resulting Fee liability and credit balance recorded on the Student's account, unless Compassionate and Compelling Circumstances are approved by UOWCA; or

2. Where a Student has varied their enrolment, any Refund payable under this Section will be calculated by reference to the Student's current Fee liability and any credit balance recorded on the Student's account at the time the Refund request is assessed. This

includes circumstances where a Student has paid a tuition Fee deposit for one Intake, Session, study period, or calendar year and later Defers or transfers to another Intake, Session, Study Period, calendar year, course, or campus. UOWCA may consider Compassionate and Compelling Circumstances in accordance with Section 11 and 12 of this Policy.

ELICOS PROGRAMS	
Timeframe of when Refund Request is submitted:	**Refund for Student**
Before Course Commencement	90% of prepaid tuition Fees
After Course Commencement to Week 2 of Course	75% of prepaid tuition Fees.
From Week 3 if Compassionate and Compelling Circumstances apply (documentary evidence required)	75% of prepaid tuition Fees.
From Week 3 (where no Compassionate and Compelling Circumstances apply)	No Refund.
ACADEMIC AND VET PROGRAMS	
Timeframe of when Refund Request is submitted:	**Refund for Student**
Before Course Commencement	90% of prepaid tuition Fees.
After Course Commencement and before Census Date	75% of prepaid tuition Fees.
After Census Date if Compassionate and Compelling Circumstances apply (documentary evidence required)	75% of prepaid tuition Fees.
After Census Date (where no Compassionate and Compelling Circumstances (apply)	No Refund.

27.2 Students applying for a Refund with an Australian address and/or bank account must provide supporting documentation with their Refund request outlining why they have not commenced their Course notwithstanding their arrival in Australia.

28. Cancellation of Enrolment

28.1 An International Student may have their enrolment cancelled if they fail to make the required tuition Fee payment by the applicable Due Date in accordance with this Policy, provided

UOWCA has complied with the requirements of the *National Code of Practice for Providers of Education and Training to Overseas Student 2018* (Standards 9.5 and 9.6) including applicable notification, complaints, and appeals process.

28.2 International Students who have had their enrolment cancelled due to non-payment of tuition Fees will not be entitled to a Refund of any portion of tuition Fees paid unless Compassionate and Compelling Circumstances exist with regard to any paid tuition Fees. This provision does not limit any Refund payable under the *Education Services for Overseas Students Act 2000, the Education Services for Overseas Students (Calculation of Refund) Instrument 2024* or the International Student's written agreement.

28.3 An International Student whose enrolment has been cancelled may be reinstated, if within twenty (20) business days, they pay all outstanding tuition Fees as well as any associated late and reinstatement charges.

29. Communication with Government Departments

29.1 UOWCA is required to advise the Department of Home Affairs when an International Student:

1. withdraws from a course;
2. is cancelled from a Course and not reinstated;
3. does not meet visa requirements; or
4. varies their enrolment with UOWCA.

29.2 This reporting is carried out through the Australian Government portal PRISMS. When UOWCA advises the Department of Home Affairs of these changes, the Fees paid by Students are disclosed.

30. Change History

Version Control	Date Effective	Approved By	Amendment
1	18/08/10	Strategy and Operational Policy Committee	New Policy
2	20/06/11	ITC Quality Manager	Updated for name change
3	05/03/12	Strategy and Operational Group	Added details for Fee payments and Refunds for excluded Students in part A-10.2, Part B 8.2.1 and Part C -4.4. Added Refund details if Offer withdrawn by UOWC in Part v-9.2.1: Added Refund details for late arrivals and leave of absence for English programs in Part C-6.3, corrections to 6.2
4	01/07/12	Ian Tobin	Updated to ensure compliance with changes to ESOS Act. Study Period defined. Period for Refunds reduced from 20 to 10 working days in case of provider default. Payment of tuition Fees details added to part A 10.2.
5	20/03/13	ITC Education Board	Part C, sections 3 and 4 updated to comply with ESOS Act section 47E for visa rejection Refunds. Part A section 6 reworded to allow for Refunds to be made to nominated account, or parent if Student U18. Part A 13.2 reworded to specify applies to FEE-HELP Students. Part C 5.3 amended to allow for transfers to institutions other than UOW. Updated to include HECS.

6	21/10/2015	Chief Finance Officer	Rebranded to reflect name change, transferred to new template, updated to include vocational courses and VET FEE-HELP. Restructured to reduce duplication, update of positions, legislation, and organisational structure. Move definitions to appendix for ease of reading. Clarification of applications. Aligning Financial Assistance eligibility with those prescribed by the Australian Government. Further alignment with UOW general provisions. This version has been approved internally for a three month pilot program during which UOW and UOW College staff are requested to provide comment on practical application.
7	21/07/2016	Compliance Officer	Minor change only – College branding and document formatting updated.
8	28/09/2017	Executive Director Corporate Services/ Chief Finance Officer	Scheduled review – various updates made to reflect operational and government funding changes (VET Student Loans and Smart & Skilled).
9		Executive Director, Legal and Commercial	Substantive review to Refund structure penalty structures
10	23/02/2022	Executive Director Corporate Services/ Chief Finance Officer	Amendment to cl 22 and 23 to specify circumstances in which a Student can apply for their FEE-HELP balance to be Re-credited by the College or the Secretary. Minor amendment to wording in cl 3 and 4 to clarify obligations of Students regarding payment of Fees and the correct link to the College website.
11	04/08/2022	Executive Director Corporate Services/ Chief Finance Officer	Amendments to clause 8.3d and clauses 22.1 & 22.2 to specify Refund circumstances where a VET Student's enrolment has been cancelled. Minor amendments correcting formatting and typographic errors

12		UOWGE Group Chief Financial Officer	**Amendments to:** - Section 3 and 4 removing Grandfathering fee clauses to align with UOW. - Section 1, Section 5 and Section 9 post the Hawkseye report to include details about pre-paid protection where RTO collects more than $1500 (AUD) from students who are undertaking VET course via fee-for service arrangements - Section 26 - post review of International Student fee refunds from NSW Ombudsman. - Sections 3 ,8 , 9, 10, 11, 13 and 27 minor updates to ensure ESOS compliance. **Administrative changes to:** - Purpose - Principles - Role titles - Legislation - Related Documents - Numbering, Grammar and punctuation.