

These Terms and Conditions have been developed in accordance with the ESOS Act 2020, ESOS Regulations 2019, the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 and the University's Student Fees and Loans Policy (Policy No: A-47) <https://i.unisa.edu.au/policies-and-procedures/university-policies/academic/a-47/>.

1. Payment and Calculation of Fees

- 1.1 In order to accept an Offer of Admission, international students are required to pay 50% of the annual tuition fee (First Tuition Payment). If they will be obtaining a student visa they will also require visa length Overseas Student Health Cover.
- 1.2 Unless specifically requested, payment is not required from students with conditional offers until they meet the conditions of their Offer. If a student does make payment in respect of a conditional offer when not required to do so, any application for a refund will be assessed in accordance with these Terms and Conditions.
- 1.3 Continuing international students are students who have completed 18 units of study at the University. They are charged tuition fees for each study period based on their enrolment load (total unit value). Due dates for payments are set per study period and are shown on the student invoice. If students do not pay in full by the due date shown on the invoice they are considered to be in bad financial standing (BFS). A student in BFS will not be permitted to enrol, review results, obtain an academic transcript, graduate or obtain a new Confirmation of Enrolment document.
- 1.4 If a student is sponsored by a third party, the University establishes a contract between the University and the third party for payment of fees. If the third party defaults on payments the student is responsible for payment of the tuition fees.

2. Student Services and Amenities

- 2.1 International students contribute to student services and amenities as a component of their tuition fees.
- 2.2 Inbound exchange students will be invoiced for this fee at the beginning of each study period, based on their enrolment load.
- 2.3 All other international students will have this included in their tuition fees.
- 2.4 Students will not be entitled to any refund of this fee after the census date.

3. Refunds of First Tuition Payment

Clause	Reason for refund	Refund entitlement
3.1 (a)	Student is refused a temporary visa (other than in 3.1 (b) or 3.1 (c))	Refund of First Tuition Payment less an administration charge of \$500 or 5% (whichever is the lesser amount)*
3.1 (b)	Student is refused a temporary visa (on grounds of fraud)	Nil refund
3.1 (c)	Student is refused a temporary visa (on grounds of being an unlawful citizen)	Nil refund
3.2 (a)	Temporary visa is cancelled by the Australian Government (other than in 3.2 (b))	Full refund on discretion of the University*
3.2 (b)	Temporary visa is cancelled by the Australian Government (on grounds of fraud)	Nil refund
3.3	Temporary visa is delayed by circumstances beyond their direct control and they provide independent documentary evidence to support their claim and as a result they are not able to commence in the study period for which they applied	100% refund of First Tuition Payment*
3.4	The offer of a place is withdrawn by the University (unless it withdrawn due to clause 3.5)	100% refund of First Tuition Payment**
3.5	The student is found to have provided the following in their application for admission to the University, or in any other administrative process: <ul style="list-style-type: none"> • fraudulent documents; and/or • incorrect or misleading information; and/or • information withheld 	Nil refund
3.6	In the unlikely event that the University is unable to provide a program or start the program on the agreed starting day. In these circumstances the student may also be offered enrolment in an alternative program at the University at no extra cost to the student. Students have the right to choose whether to accept the place in the alternative program (which they must do in writing) or seek a refund	100% refund of First Tuition Payment**

Clause	Reason for refund	Refund entitlement
3.7 (a)	Student fails to meet the appropriate entry requirement/s in their conditional offer and have made a genuine attempt to meet entry requirement/s	90% refund of First Tuition Payment*
3.7 (b)	Student fails to meet the appropriate entry requirement/s in their conditional offer and the university has determined the student has not made a genuine attempt to meet entry requirement/s	Nil refund (<i>unless the University determines compassionate and compelling circumstances exist</i>)
3.8	Student gives written notice to withdraw from their program at least four (4) weeks before the commencement (start of teaching) of their first study period	90% refund of First Tuition Payment*
3.9	Student gives written notice to withdraw from their program less than four (4) weeks before the commencement (start of teaching) of their first study period and prior to the study period census date	50% refund of First Tuition Payment*
3.10	Student withdraws from the program after their first study period census date regardless of whether they have enrolled in less than 18 units and part of the First Tuition Payment remains on their account	Nil refund
3.11	Student has been denied a release to study at another provider	Nil refund
3.12	Student seeking withdrawal from program after being granted a new student visa with another CRICOS registered provider, when they were still transfer restricted to the University and had not been approved a release prior to the new visa grant	Nil refund
3.13 (a)	Student withdraws from a course within a program in their first study period without approval from the University	Nil refund (<i>unused portion of First Tuition Payment will remain on student's account for future study period</i>)
3.13 (b)	Student withdraws from a course within a program in their first study period after receiving a reduced study load approval by the University	Nil refund (<i>unused portion of First Tuition Payment will remain on student's account for future study period</i>)
3.14	Student does not provide appropriate evidence (as determined by the University) to support their refund application	Nil refund
NOTE		
(a)	The University may in its sole discretion waive timeframes if the student is able to provide compassionate and compelling reasons together with supporting documentation as to why a refund application was not submitted earlier	
(b)	Refund applications for continuing students will be assessed in accordance with the University's Student Fees and Loans Policy	
(c)	For the purposes of these Terms and Conditions the following definitions apply for non-award programs. "Commencement of the study period" means the date the program commences and "census date" means four (4) weeks from the date the program commences	
*	<i>Refund will be processed within four (4) weeks of receiving a complete application</i>	
**	<i>Refund will be processed within fourteen (14) days of receiving a complete application</i>	

4. Refund of Overseas Student Health Cover

4.1 If the University arranges Overseas Student Health Cover (OSHC) on behalf of the student and the student has not yet entered Australia they will be refunded 100% of their OSHC by the University.

4.2 If a student has entered Australia the University cannot refund any OSHC and the student must apply for a refund from their OSHC provider (which may retain a compulsory minimum cover premium in accordance with its refund policy).

5. Refund Process

5.1 Students seeking a refund must apply in writing using the Refund Request Form <https://international.unisa.edu.au/how-to-apply/forms-and-fees/>.

5.2 Students must attach with the Refund Request Form:

- (a) a copy of their passport (including the signature page);
- (b) a statement explaining why they are requesting a refund; and
- (c) appropriate evidence to support their claim for a refund.

5.3 In the event of a student visa refusal, students must in addition to 5.1 and 5.2 provide:

- (a) the visa refusal notice issued by the Australian Government; and
- (b) a pdf of the student visa application responses submitted to the Australian Government showing all answers and the list of documents submitted.

5.4 In the event the student is requesting a refund due to returning home, they must in addition to 5.1 and 5.2 provide:

- (a) evidence of their departure from Australia (flight tickets); and
- (b) evidence they have submitted a voluntary visa cancellation application to the Australian Government once departed.

After receiving the above documents, the University will verify the student's departure from Australia by checking their location with the Australian Government prior to processing the refund.

5.5 In the event the student is requesting a refund to remain in their home country, they must in addition to 5.1 and 5.2 provide:

- (a) if visa not granted, evidence their pending student visa application has been withdrawn with the Australian Government; or
- (b) if visa granted, evidence they have submitted a voluntary visa cancellation application to the Australian Government.

5.6 A refund will be deemed complete to enable processing when all requested documentation has been provided.

5.7 Refunds are paid in Australian dollars and will only be made if the University has already received cleared monies in its bank account.

5.8 If their First Tuition Payment was made by credit card, the refund will be made to the credit card used for payment.

5.9 The University will refund to the original payer (person or organisation which made original First Tuition Payment) except in the following circumstances:

- (a) where the First Tuition Payment was made by the student, and where 5.8 doesn't apply, the University may refund to a third party if the student provides written consent;
- (b) where the First Tuition Payment was made by a third party (i.e. person or organisation other than the student), and where 5.8 doesn't apply, the University may refund to another party if the original payer provides written consent.

5.10 Refunds are not payable at all in the following circumstances:

- (a) Australian or international law including but not limited to the Charter of the United Nations (Dealing with Assets) Regulations 2008, Australian Autonomous Sanctions Regulations 2011, or the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, prevents the University from making the refund payment;
- (b) in the event a country is subject to sanctions and the University is unable to make payment to that country.

6. Deferrals

6.1 If a student defers the commencement of their program to a future study period their First Tuition Payment will be transferred to that future study period.

6.2 If a student applies for a refund but then defers and later applies for a new refund of their First Tuition Payment that new refund request will be processed using the timeframes of the original refund application and not the new refund application e.g. if the student applied on census date in the first application and 4 weeks before the commencement of the study period in the second application, the second application will be processed as if it was submitted on census date.

7. Appeals Process

7.1 Students can appeal against the University's decision regarding refunds if they believe that the University's Student Fees Policy or these Terms and Conditions have not been correctly observed or other relevant information has not been considered. Students must lodge their appeal in writing with documentary evidence to support any claims to the Registrar and Director: Student and Academic Services via qualityandcompliance@unisa.edu.au.

7.2 The appeal must be lodged no more than 20 working days after the student has been advised of the decision they are appealing against.

7.3 These Terms and Conditions and the availability of an appeals processes does not remove the right of the student to undertake action under Australian Consumer Law.