



FEES AND REFUNDS POLICY

Version:	Approved by:	Approval Date:	Effective Date:	Next Review:
11	Chief Financial Officer/Executive Director Corporate Services	4 August 2022	4 August 2022	4 August 2024
Responsible Officer:	Deputy General Manager	Document No:	UOWC-ADM-POL-07	
Purpose:	This policy sets out UOW College's fees and refund rules.			
Scope:	<ol style="list-style-type: none">1 This Policy applies to all students of UOW College Australia, including prospective students, regardless of their funding source or payment method.2 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.3 There are different processes concerning fees for domestic students and international students to ensure the College's compliance with relevant legislation and regulation.4 Definitions for terms within this policy can be found in "Appendix A: Definitions" at the end of this Policy.5 This Policy is to be read in conjunction with applicable legislative instruments.			
Related Documents:	Course Progression Policy Deferment, Suspension and Cancellation Policy Fees Refund Transfer Procedure Instalment Plan Procedure Refund Form Student Grievance and Appeals Policy Transfer Credit and/or Fees to UOW Procedure Tuition Fee Instalment Contract General Delegations of Authority Policy UOWC Ltd			
References and Legislation:	Education Services for Overseas Students Act 2000 Higher Education Support Act 2003 National Code of Practice for Providers of Education and Training to Overseas Students 2018 Study Assist VET Student Loan Rules 2016			



Contents

1.	Principles.....	4
2.	Fee Calculation and Notification.....	4
3.	Changes in Fees	4
4.	Due Dates and Payment Methods.....	5
5.	Tuition Fee Instalment Plan Contract	6
6.	Penalties for Non-Payment.....	6
7.	Transfer of Credit Balance	7
8.	Eligibility for Refunds	7
9.	Applications for Refunds.....	9
10.	Special Circumstances.....	9
11.	Application Documentation for Special Circumstances	10
12.	Timing and Payment of Refunds.....	10
13.	Unallocated Credits	11
14.	Appeal Procedure	11
15.	Further Information and Assistance.....	12
16.	Record Keeping and Reporting.....	12



PART B: DOMESTIC STUDENTS	13
17. Application	13
18. Types of HELP Loans	13
19. Applying for HELP Loans	13
20. Eligibility.....	14
21. Payment of Tuition Fees through HELP Loans.....	14
22. Remission of Fees Paid via a HELP Debt.....	14
23. Students Submitting an Application for Review.....	15
24. HELP Loan Statements from the Government	15
25. NSW Government Smart & Skilled Funding	16
PART C: INTERNATIONAL STUDENTS	17
26. Application	17
27. Visa Refusal	17
28. Refunds of Tuition Fee Deposit Payments	17
29. Cancellation of Enrolment.....	18
30. Communication with Government Departments.....	18
APPENDIX A: DEFINITIONS	19
APPENDIX B - Version Control and Change History.....	22



1. Principles

- 1) UOW College Australia is committed to applying a fair and reasonable approach in all fee-related decisions.
- 2) Refund and re-crediting requests will be processed in accordance with the rules outlined in this policy.
- 3) UOW College Australia will honour refund and re-crediting requests that are eligible for a refund under this policy.
- 4) The principles of procedural fairness will underpin all refund request decisions.
- 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.

2. Fee Calculation and Notification

- 1) Prior to enrolment, information on fees is set out in the offer letter.
- 2) Up-to-date tuition fees and other charges are notified to enrolled students via:
 - a. an email from aXcelerate for students enrolled in VET Courses; or
 - b. Student Online Services (SOLS) for students enrolled in Academic and ELICOS Courses.
- 3) aXcelerate and SOLS mail messages are used by the College to communicate important information and should be accessed by current students regularly. Failure to do this may result in students not receiving important information (i.e. Fees Information).
- 4) The student will incur the costs of any bank charges.

3. Changes in Fees

- 1) Fees are reviewed annually by the College and published on the College website located at www.uowcollege.edu.au/current-students/fees.
- 2) Changes to fees payable by a student may occur with a change in a student's enrolment, including through:
 - a. deferment of enrolment by a student to the following calendar year; or
 - b. a student transferring from one course to another course including change in the mode of delivery or campus; or
 - c. course extensions which will be charged at the current published price.



4. Due Dates and Payment Methods

- 1) All students must ensure that by the due date they have:
 - a. Paid all tuition fees, and any applicable non-tuition fees (as specified on the College website located at <https://www.uowcollege.edu.au/current-students/fees/>); or
 - b. Entered into a tuition instalment plan contract under Part 5 of this policy; or
 - c. Applied for the relevant government funding and provided their tax file number by the census date.

- 2) The College calculates due dates for each course as follows:

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: <ol style="list-style-type: none">1. The amount equal to 50% of the corresponding fee prior to the course commencement date; AND2. 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.

- 3) If a student is deemed to be excluded under the *Course Progression Policy* that student must pay all fees by the due date pending the decision of any appeal under the relevant policy.
- 4) Instructions for the method of payment of fees are provided on the relevant fee statement and the College website. This information is also included in their offer letter.
- 5) The oldest fee or charge due date will receive the first allocation of any payment made by a student.
- 6) Domestic students with zero attendance will have their enrollment cancelled at census and



fees reversed.

5. Tuition Fee Instalment Plan Contract

- 1) The College 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.
- 2) A Tuition Fee Instalment Plan Contract is not available for students:
 - a. with a history of unreliable payment of fees;
 - b. enrolling in their first session of an English language program or academic program;
 - c. with outstanding fees or charges; or
 - d. who have been placed on a course status of 'Restricted'.
- 3) The Tuition Fee Instalment Plan Contract:
 - a. applies only in respect of tuition fees and cannot be applied to any additional fees or charges;
 - b. specifies the amounts payable and the dates upon which those amounts must be paid; and
 - c. must be signed by both the College and the Student.
- 4) A student may apply for a Tuition Fee Instalment Plan Contract by emailing uowcstudent-fees@uow.edu.au.

6. Penalties for Non-Payment

- 1) Where a student has an overdue debt to the College or has failed to pay part or all of the fees by the due date, the College can at its discretion, apply a range of penalties including:
 - a. Withdrawal from class until outstanding fees are paid or an instalment plan is approved;
 - b. Initiate cancellation of enrolment including the loss of insurance cover under the College's liability insurance for attendance at exams and classes;
 - c. Prevention of enrolment in current or any subsequent sessions;
 - d. Withdrawal of access to UOW College Australia and University of Wollongong services (including email, library, Moodle, SOLS, results etc.);
 - e. Exclusion from award conferral/graduation;



- f. Reporting to Immigration for course cancellation due to non-payment of fees after the internal appeals process is complete; and/or,
 - g. Employment of a debt collection agency to recover outstanding debt.
- 2) The College will restrict the release of subject results, official credentials and/or other documentation to a student with fees outstanding.

7. Transfer of Credit Balance

- 1) A student can transfer all or part of a credit balance to UOW where the student has:
- a. successfully met English language or academic course requirements for the UOW course; and
 - b. has received a revised unconditional offer; or
 - c. has mistakenly paid UOW fees to the College.
- 2) No transfer charge is applied to the transfer of credit balances to UOW.
- 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 UOW College Australia. The student must be issued with an unconditional offer from UOW before the balance transfer is processed.
- 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 Special Circumstances in accordance with Parts 10 and 11 of this policy, and only at the sole discretion of the College.
- 5) For sponsored students, should a student receive approval to withdraw from a subject, any credit balances will be allocated to the next cycle or session of enrolment.
- 6) No credit balances will be transferred to another student.

8. Eligibility for Refunds

- 1) Refund requests will be assessed by the College in accordance with Parts 8 and 9 of this Policy and:
- a. Part B of this policy for domestic students accessing FEE-HELP, a VET Student Loan and/or a HECS-HELP loan; or



- b. Part C of this policy for international students;
 - c. Parts 13 and 14 of this policy in cases with 'Special Circumstances'; and
 - d. the General Delegations of Authority Policy UOWC Ltd.
- 2) The College will not provide refunds to students who have:
- a. Paid their fees via a scholarship; or
 - b. Transferred credit balances in accordance with Part 7 of this Policy.
- 3) A full refund of any unused portion of pre-paid tuition fees will be provided by the College in the following circumstances:
- a. An offer to a student for a place in a course is subsequently withdrawn by the College, except if:
 - i. the offer was made on the basis of incorrect or incomplete information being supplied by the applicant in which case the College has the right to retain 10% of the paid tuition fee, or
 - ii. a visa is refused for any reason, in which case the College will provide a refund in accordance with Part 27 of this policy;
 - b. The course or subject does not start within seven (7) days of its proposed start date;
 - c. The course or subject ceases to be provided by the College 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.
 - d. A domestic student withdraws from their course or has their course cancelled in accordance with the Deferment, Suspension and Cancellation Policy, prior to the census date.
- 4) Where Part 8.3 entitles the student to a full refund but the College is unable to refund any unused portion of pre-paid tuition fees, the applicable tuition protection mechanism/ scheme will be called upon by the College on behalf of the student, where eligible and where one exists.
- 5) If a student is not permitted to re-enrol due to exclusion, the College will refund the tuition fees already paid by the student for the study period, or session, not yet commenced.
- 6) 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, a total refund of pre-paid tuition fees will be paid for the excluded session or cycle the student has commenced.
- 7) In cases where an offer was made on the basis of fraudulent documents, the College has the



right to keep the full fee.

9. Applications for Refunds

- 1) All requests by students for refunds must be submitted to the College using the Refund Form.
- 2) A refund request must be accompanied by documentary evidence satisfactory to the College 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.
- 3) The College will notify the student of the outcome of their refund request in writing within 20 business days, provided all relevant documentation has been submitted.
- 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 12 calendar months from the day the withdrawal takes effect.

10. Special Circumstances

- 1) If a student is unable to complete a course due to special circumstances, the student can submit an application with supporting documentation, for deferment, refund, or remission of fees to be assessed by the College.
- 2) Special circumstances apply if the College is satisfied that the student is affected by an unforeseen event that:
 - a. 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; and
 - b. 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; and
 - c. 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.
- 3) 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 *Student Academic Consideration Policy* for the relevant process



11. Application Documentation for Special Circumstances

- 1) Applications for special circumstances must be submitted by the affected student to the College using the *Refund Request Form* within 12 calendar months of the day the unforeseen event occurred.
- 2) Applications made by a student under Part 10 of this policy must include supporting documentation explaining the student's unforeseen event and which satisfactorily allows the College to verify the student's circumstances. Supporting documentation must be submitted with the application in English or in a certified and signed translation.
- 3) If a student submits fraudulent documentation, this will be regarded as serious misconduct and will be managed in accordance with the *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 Australian Immigration Department.
- 4) The College will assess all application documentation for special circumstances submitted by the student in accordance with this policy, and advise the student of their eligibility for a refund within 20 working days.

12. Timing and Payment of Refunds

- 1) If a student is eligible for a full or partial refund, the College will pay that full or partial refund within 20 business days of the refund decision.
- 2) In the case of College default, the College will pay a refund to the student within 10 business days of notifying the student of the default.
- 3) Refunds will only be made in Australian dollar currency. Any applicable bank charges necessarily incurred by the College when paying a refund, will be deducted from the refund balance before it is paid to the student. The College will not be liable for any bank charges.
- 4) Refunds will be paid by the College to the payee nominated by the student unless the student is less than 18 years of age, in which case the refund will be returned to the student's parent or legal guardian.
- 5) All refunds payable by the College will be paid via bank transfer.
- 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.
- 7) Refunds for all payments made to the College via Flywire will be returned to Flywire and the student must negotiate a refund with Flywire directly.



13. Unallocated Credits

- 1) Unallocated Credits are allocated to future fees and charges unless a request for a refund or transfer of the credit balance is approved.
- 2) Where any Unallocated Credit is not allocated as provided for in clause 1 of Part 13 of this policy, students will have the Unallocated Credit held in their account for 12 months from the course commencement date, or from when they were last enrolled, whichever date is the later (Holding Period).
- 3) The College 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. The College will redirect the funds accordingly, upon receiving the appropriate instructions from the student, provided the student has notified its intention to the College prior to the end of the Holding Period.
- 4) If no instructions have been received from the student by the end of the Holding Period, the College will attempt to refund the Unallocated Credit to the student (less any reasonable administration charges incurred by the College 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.
- 5) If the College has been unsuccessful in its attempts to contact the student and obtain instructions or refund the Unallocated Credit under clauses 3 and 4 of Part 13 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 the College as the legal and beneficial owner of those funds.

14. Appeal Procedure

- 1) If the student is not satisfied with the decision of their refund they can appeal that decision within 20 working days of receiving the original decision from the College.
- 2) This appeal is to be carried out in accordance with the *Student Grievance and Appeals Policy*.
- 3) On appeal, the Executive Director, Legal and Commercial (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.



- 4) The College'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.

15. Further Information and Assistance

- 1) Students should seek clarification on any aspects of this policy prior to accepting an offer of admission made by the College.
- 2) Student assistance is available by contacting College Reception or Student Advisors.
- 3) Students can make an appointment with a Student Advisor for assistance with their request relating to this Policy.
- 4) Contact details for UOW College Australia are outlined as follows:
Phone:
(02) 4221 3218 or 1300 367 869 (within Australia)
(0011) 61 2 4221 3218 (international)
Address: Building 30, University of Wollongong
Northfields Avenue North Wollongong,
NSW 2522 Australia
Email: uowcstudent-fees@uow.edu.au

16. Record Keeping and Reporting

- 1) For international students, the College is required to notify the Australian Immigration Department if a student cancels their enrolment in a course or transfers to another education provider.
- 2) Reasons and full explanations for decisions and actions taken by the College will be kept in writing by the College and will be provided to the student upon request.
- 3) Records held by the College will remain confidential and are kept in accordance with the *Records Management Policy*.
- 4) All staff designated to access information contained in fees-related applications are obliged to preserve confidentiality in accordance with the UOW Global Enterprises' *Privacy Policy*, the UOW Global Enterprises' *Code of Conduct*, and other relevant privacy legislation.



PART B: DOMESTIC STUDENTS

17. 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. 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 are loan schemes to assist eligible full-fee paying domestic students with the payment of their tuition fees, subject to borrowing limits (collectively referred to as ‘HELP loan’).
- 2) HELP loans do not cover accommodation, living expenses, additional charges, or other fees or expenses that a student may incur in undertaking their courses.
- 3) Full information about the HELP loans can be accessed on the Study Assist website at: <http://studyassist.gov.au/sites/StudyAssist>.
- 4) 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

- 1) Students who are eligible for a HELP loan must choose their applicable payment option at enrolment.
- 2) Information about the types of loans available and the application process for each loan type will be provided at enrolment.
- 3) Students applying for a HELP loan are required to provide their Tax File Number and permission to use their Tax File Number upon enrolment. Students may also need to provide other supporting documentation in line with scheme requirements.
- 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.
- 5) From 2021 all students accessing HELP Loans must provide a Unique Student Identifier.



20. Eligibility

- 1) To be eligible for HELP Loans, a student at the College must meet the Australian Government's eligibility criteria available at: <https://www.studyassist.gov.au/>.

21. Payment of Tuition Fees through HELP Loans

- 1) Eligible students can choose to pay their tuition fees using a HELP loan in the following ways:
 - a. 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
 - b. Request a HELP loan for the full amount of the tuition fee; or
 - c. Eligible Smart & Skilled funded students requesting a VET Student Loan for the residual tuition fee.
- 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 a HELP Debt

- 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 Deferment, Suspension and Cancellation Policy, after the census date will incur the HELP loan debt unless the debt is remitted under special circumstances (refer Part 10).
- 2) Where a student has elected to pay fees via a HELP loan and the student's enrolment is cancelled in accordance with the Deferment, 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 Part 8(3)(d). The HELP debt will not be remitted where the student has incurred a HELP debt for a part or parts of the course for any prior study periods unless special circumstances apply, as per Part 10.
- 3) Students can apply:
 - a. to the College to have their HELP balance re-credited (and subsequently remitted) for all College courses if special circumstances apply in accordance with Part 10 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

- b. to the Secretary of the Department of Education, Skills and Employment to have their HELP balance re-credited if:
 - i. the College, or a person acting on the College's behalf, engaged in unacceptable conduct in relation to the student's application for a VET student loan; or
 - ii. the College 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 student
 - iii. regarding Part 22.2(a) of this policy, if the College 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.
- 4) The application period in which a student can apply for a remission of fees to the College is 12 months after the census day for the course (or the part of the course), or within such period as extended by the College.
- 5) The application period in which a student can apply for remission of fees to the Department of Education, Skills and Employment is 5 years after the census day for the course (or the part of the course), or within such period as extended by the Department.

23. Students Submitting an Application for Review

- 1) Students enrolled in the College courses who are not satisfied with a decision made by the College not to re-credit or remit their fees can lodge an application for review in accordance with Part 14 of this policy. There is no charge for reconsideration or review of decisions, other than review by the Administrative Appeals Tribunal.

24. HELP Loan Statements from the Government

- 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 the College after each census date.
- 2) The HELP loan debt statement should show any activity such as a new session debt added to student accounts. The Australian Taxation Office should be contacted for further information.
- 3) It is the student's responsibility to contact the College if any part of the HELP loan statement is incorrect.



- 4) The College will contact the Australian Taxation Office if corrections for HELP debts are verified and approved by the College.

25. NSW Government Smart & Skilled Funding

- 1) The NSW Government provides Smart & Skilled funding for certain vocational courses based on labour market needs and government priorities. See <https://smartandskilled.nsw.gov.au/>.
- 2) For students receiving Smart & Skilled Funding, the following NSW Government documents take precedence over this Policy:
 - a. Smart & Skilled Fee Administration Policy;
 - b. Smart & Skilled Contract Terms and Conditions; and
 - c. Smart & Skilled Operating Guidelines.



PART C: INTERNATIONAL STUDENTS

26. Application

- 1) This Part C only applies to international students.

27. 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 the College of their visa refusal, the College will refund the amount of pre-paid 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.
- 2) Students who commence a course without a visa with appropriate study rights, and submit a refund request after course commencement on the basis of visa refusal will have their refund request assessed and calculated in accordance with part 28.1 of this policy.

28. Refunds of Tuition Fee Deposit Payments

- 1) Refund requests of tuition fee deposit payments are calculated in accordance with the timeframe of when a student submits the Refund Request Form. These calculations are provided in the tables below.

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 special circumstances apply (documentary evidence required)	75% of prepaid tuition fees.
From Week 3 (where no special 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 special circumstances apply (documentary evidence required)	75% of prepaid tuition fees.
After Census Date	No refund.



- 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.

29. Cancellation of Enrolment

- 1) An international student may have their enrolment cancelled if they fail to make the required tuition fee payment by the census date.
- 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 special circumstances exist with regard to any paid tuition fees.
- 3) An international student whose enrolment has been cancelled will be reinstated, if within 20 business days, they pay all outstanding tuition fees as well as any associated late and reinstatement charges.

30. Communication with Government Departments

- 1) The College is required to advise the Australian Immigration Department when an international student:
 - a. Withdraws from a course;
 - b. Is cancelled from a course and not reinstated;
 - c. Does not meet visa requirements; or
 - d. Varies their enrolment with the College.
- 2) This reporting is carried out through the Australian Government portal PRISMS. When the College advises the Australian Immigration Department of these changes, the fees paid by students are disclosed.



APPENDIX A: DEFINITIONS

Word/Term	Definition
Academic Programs	Pathway courses designed to prepare students for university; academic programs include Foundation Studies (FSP), University Entrance Certificate (UEC), STEP to UOW (STEP), University Access Program (UAP), and enabling pathways and higher education diplomas.
Appeal	The review of a decision made by the College under this Policy regarding a refund, remission or credit transfer of fees.
Applicant	The student making an application to the College 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 UOW College Australia 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: <ul style="list-style-type: none">- fee instalment on SOLS- for VET students in their offer letter, or outlined in their Tuition Fee Instalment Plan Contract for sponsored students, as per the fee statement issued to the sponsor.
EAP	Includes all ELICOS Programs undertaken by a student.
eCAF	Electronic Commonwealth Assistance Form
Fee	The fees payable by a student to the College in order to undertake the course provided by the College which includes tuition fees and additional charges.
Fee Statement	The invoice issued by the College to the student for the payment of fees.
FEE-HELP	A loan given to eligible domestic fee-paying students to help pay part or all of their tuition fees.
Full Fee Paying Student	A domestic or international student who pays tuition fees in full.
HECS-HELP	Australian Government Loan program to help eligible domestic students to pay their tuition fees.



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	A student who is not a domestic student. This includes but is not limited to students on a temporary residence visa, bridging visa and student visa. Referred to as 'overseas student' in the National Code.
Offer	A written offer made by the College 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 the College by the due date.
Prospective Student	A student who intends to enrol in a course offered by the College.
Re-Credit/Re-Crediting	A FEE-HELP, VET Student Loans or HECS-HELP balance which is re-credited by the College because of special circumstances.
Refund	An overpayment of fees or charges which is reimbursed to the payee.
Remission/Remit	A process of removing an incurred FEE-HELP, VET Student Loans or HECS-HELP loan debt from the Australian Government because of special circumstances.
Session	A defined period of study comprising 14 weeks for academic programs.
SOLS	SOLS is the official enrolment system of the College and the University of Wollongong. 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 assignment and final results and receive important messages from the College.
Special Circumstances	Refer to Part 10 of this policy.
Sponsor	A third party who pays a student's fees to the College on their behalf and who has entered into a Sponsorship Agreement with the College.
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 the College 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 College. For VET, this may be referred to as 'learner'.
Student Account	A student's financial account with the College as recorded by the College's Administration systems which shows financial transactions made between the student and the College. This includes payments made by the student, fees payable by the student, any refunds provided and the outstanding fees



	balance.
Study Period	<p>Academic Programs: The study period is defined as 1 (one) session.</p> <p>English Language Programs:</p> <ul style="list-style-type: none">• 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. <p>VET accredited courses: The study period is defined as a unit of competency or course.</p>
Subject	A self-contained unit of study or VET unit of competency in any course or program offered at, or in conjunction with, UOW College.
Tuition Fees	The fees payable by the student to the College for the cost of providing the course or subject to the student.
Tuition Assurance Scheme	VET student fee protection maintained by the College in compliance with Schedule 6 of the Standards for RTOs 2015.
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	A loan scheme to assist full fee paying students who are also domestic students enrolled in a VET course for the payment of their fees to the College.



APPENDIX B - Version Control and 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



			<p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p>



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
----	------------	--	--