International Student Fees Refund Procedure

Section 1 - Purpose

(1) The purpose of this procedure is to outline:

a. who is eligible for a deposit refund;
b. how an application for a refund can be made;
c. how refunds will be processed;
d. how refund amounts are calculated; and
e. how a student can lodge a complaint or appeal against a refund decision.

(2) This procedure meets the requirements of the Education Services for Overseas Students (ESOS) Legislative Framework, including:

a. Education Services for Overseas Students Act 2000;
b. National Code of Practice for Providers of Education and Training to Overseas Students;
c. ELICOS Standards 2018;
d. Education Services for Overseas Students Regulations 2019;
e. Education Services for Overseas Students (Registration Charges) Act 1997; and
f. Education Services for Overseas Students (TPS Levies) Act 2012.

Section 2 - Scope

(3) This procedure applies to fees paid to the University by or on behalf of commencing international students and continuing international students, as defined in Section 3.

(4) This procedure does not apply to:

a. fees paid to third party providers who deliver pathway programs as part of an articulation agreement; or
b. sponsored students.

Section 3 - Definitions

(5) In the context of this document the following definitions apply:

a. “commencing international student” refers to an international student who has not yet commenced their first term of study, or who has commenced but not yet completed their first term of study;
b. “continuing international student” refers to an international student who has completed at least one term of study at the University of Newcastle;
c. “compassionate or compelling circumstances” are generally those beyond the control of the international student and which have an impact upon their Course progress or wellbeing. Such circumstances could include,

but are not limited to:

i. serious illness or injury where a medical certificate states that the international student was unable to attend classes;
ii. bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
iii. major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the international student's studies; or
iv. a traumatic experience, which could include:
    - involvement in, or witnessing of a serious accident; or
    - witnessing or being the victim of a serious crime, and this has impacted on the international student (these cases should be supported by police or psychologists' reports).

d. "international student" means:
    i. a student (as defined by the University) who is not an Australian citizen, Australian Permanent Resident or New Zealand citizen (or dual citizenship holders of either Australia or New Zealand); or
    ii. a person who has indicated through their written agreement that they will enrol in a Program at the University of Newcastle, and thus become a student of the University.
e. "written agreement" means the agreement that is entered into by the University and the international student, and which contains the offer of admission and the offer acceptance.
f. "tuition fees" has the same meaning as given in the Education Services for Overseas Students Act 2000 or any replacing legislation.
g. "principles of procedural fairness" requires that:
    i. the decision maker is impartial, and free from actual or apparent bias;
    ii. the student whose interests will be affected by a decision receives a fair hearing, including the opportunity to respond to any adverse material that could influence the decision; and
    iii. a finding is based on evidence that is relevant and logically capable of supporting the findings made.

Section 4 - Refund of Tuition Fees for Commencing International Students

(6) This section applies to commencing international students.

Eligibility for a Full Refund

(7) A commencing international student will be eligible for a full refund of any amount paid towards their tuition fees where:

a. the international student has been issued with a conditional or full offer of admission by the University and is unable to meet the required conditions; or
b. the written agreement is withdrawn by the University prior to the international student's commencing in their Program; or
c. the University is unable to deliver the Program shown in the written agreement and the international student does not accept an alternative offer from the University as specified in an alternative written agreement; or
d. the international student withdraws their application for a student visa after they sign the written agreement but before the student visa is granted; or
e. the international student is refused a student visa by the Australian Government and this is the reason that the

student does not commence studies.

Eligibility for a Partial Refund

(8) A commencing international student may be eligible for a partial refund of the amount paid towards their tuition fees where the international student:

a. has withdrawn from or not commenced their studies after their student visa is granted (refer Clause 9);
b. receives approval from the Australian Government to change their visa status to permanent resident (refer to Clauses 10-13); or
c. can demonstrate and provide evidence of compassionate or compelling circumstances (refer to Clause 14-16).

Conditions for Partial Refund

Withdrawal After Visa Granted

(9) If the commencing international student withdraws from or does not commence their studies after a student visa is granted, the partial refund amount will be determined by the date of withdrawal, in accordance with Table 1:

Table 1 – Partial Refund Amounts

Program Type	Date of Withdrawal by International Student	Refund	Condition
Undergraduate / Postgraduate / Non-Award	At least 4 weeks prior to the commencement of the first term of study.	70%	The University will retain an amount equal to 30% of the tuition fees for one term of full-time study for the Program.
English Language Bridging Program	At least 4 weeks prior to the commencement date of the program.		
Undergraduate / Postgraduate / Non-Award	Less than 4 weeks prior to the commencement of the first term of study.	30%	The University will retain an amount equal to 70% of the tuition fees for one term of full-time study for the Program.
English Language Bridging Program	Less than 4 weeks prior to the commencement date of the Program.		
Undergraduate / Postgraduate / Non-Award	On or after the commencement date of the first term of study, but prior to the census date.	20%	The University will retain an amount equal to 80% of the tuition fees for one term of full-time study for the Program.
Undergraduate / Postgraduate / Non-Award	After the census date for the first term of study.	Zero	The University will retain an amount equal to 100% of the tuition fees for one term of full-time study for the Program.
English Language Bridging Program	After the commencement date of the Program.		

Permanent Residency

(10) Permanent resident status is recognised by the University from the date on which proof of such status is provided to the University by the international student, not the date on which the application for permanent residency was made or granted.

(11) If the international student withdraws from or does not commence their studies as a result of becoming a permanent resident, the partial refund amount will be determined by the date of withdrawal, in accordance with Table 1.

(12) If the international student provides evidence to the University that their residency status has been changed to permanent before the census date for their first term of study, and the student intends to continue study as a domestic student, the student will be eligible for a refund of the difference (if any) between the fees they have already

paid and the fees they are liable for as a domestic student.

(13) If the international student provides evidence to the University that their residency status has been changed to permanent resident after the census date for their first term of study and intends to continue study as a domestic student:

a. the international student will be classified as an international student for the remainder of that term and will not be entitled to receive any refund of tuition fees for that term; and
b. the international student will be classified by the University as a permanent resident from the commencement date of the following term.

Compassionate or Compelling Circumstances

(14) A commencing international student may apply for a refund of an amount paid towards their tuition fees if they withdraw from or do not commence their studies on the grounds of compassionate or compelling circumstances, as defined in this procedure.

(15) The decision to grant a refund, and the refund amount, is at the University's discretion.

(16) Documentary evidence of the compassionate or compelling circumstances must be provided to support the international student's application.

Additional Conditions for Refunds of Fees for English Language Bridging Programs (ELBP)

(17) International students studying an ELBP will not be eligible for any refund of tuition fees where the international student withdraws after commencement of their studies.

(18) Where an international student has entered into a written agreement to study an ELBP and has been granted a student visa but has not yet commenced their studies:

a. any application for a refund of tuition fees will be assessed according to Table 1; and
b. the University will refund the ELBP enrolment fee.

(19) Notwithstanding clauses (17) and (18), ELBP students will be eligible for a refund of any tuition fees paid in excess of the amount for a standard 10-week term.

(20) Where the international student is studying ELBP remotely offshore and is refused a student visa by the Australian Government, the University will make a partial refund of tuition fees. The refund will be the total amount for the tuition fees, minus any ELBP tuition fees for sessions the student studied.

Ineligibility for Refund

(21) A commencing international student is not eligible for a refund where:

a. the international student's current student visa is cancelled by the Australian Government for any reason;
b. any information submitted by the international student, or on their behalf as part of their application for admission, is found to be false, fraudulent or misleading;
c. a student is found to have provided false, fraudulent, or misleading information in their Application for a Refund of International Fees for Commencing Students. In these circumstances, the University reserves the right to retain up to 100% of any fees paid and may withdraw that student's enrolment;
d. the international student transfers from the University to another provider without meeting the requirements for release in accordance with the Education Services for Overseas Students Act 2000 (please see also the

International Student Release Procedure);

e. the international student's admission or enrolment has been suspended or terminated by the University for any permissible reason;
f. the international student is otherwise in breach of their written agreement with the University;
g. the University is prohibited from doing so by relevant laws.

Section 5 - Refund of Tuition Fees for Continuing International Students

(22) This section applies to continuing international students.

Eligibility for Full Refund

(23) A continuing international student will be eligible for a full refund of any amount paid towards their tuition fees for a Course or Courses where:

a. the international student requests in writing to withdraw from the Course or Courses, prior to the census date for the relevant term, and the withdrawal is approved; or
b. the international student is refused a student visa by the Australian government, and this is the reason that the student withdraws from the Course or Courses.

(24) Where a refund is approved under clause 23, the fees received for the Course or Courses will be credited to the international student's account (see Section 6), or refunded directly to the student if requested (subject to Section 9).

Eligibility for Partial Refund

(25) A continuing international student may be eligible for a partial refund of any amount paid towards their tuition fees for a Course or Courses in a relevant term, where the international student:

a. can demonstrate and provide evidence of compassionate and compelling circumstances (refer to clause 26-28); or
b. receives approval from the Australian Government to change their visa status to permanent resident (refer to clauses 29-31).

Conditions for Partial Refund

Compassionate or Compelling Circumstances

(26) A continuing international student may apply for a refund of an amount paid towards their tuition fees for a Course or Courses in a relevant term on the grounds of compassionate or compelling circumstances, as defined in this procedure.

(27) The decision to grant a refund, and the refund amount, is at the University's discretion.

(28) Documentary evidence of the compassionate or compelling circumstances must be provided to support the international student's application.

Permanent Residency

(29) Permanent resident status is recognised by the University from the date on which proof of such status is provided to the University by the international student, not the date on which the application for permanent residency was

made or granted.

(30) If the continuing international student provides evidence to the University that their residency status has been changed to permanent resident before the census date for the relevant term, they will be eligible for a refund of the difference (if any) between the fees they have already paid and the fees they are liable for as a domestic student.

(31) If the continuing international student provides evidence to the University that their residency status has been changed to permanent resident after the census date for the relevant term:

a. the international student will be classified as an international student for the remainder of that term and will not be entitled to receive any refund of tuition fees for that term; and
b. the international student will be classified by the University as a permanent resident from the commencement date of the following term.

Ineligibility for Refund

(32) A continuing international student is not eligible for a refund where:

a. the international student's student visa is cancelled by the Australian Government for any reason;
b. any information submitted by the international student, or on their behalf as part of their application for admission, is found to be false, fraudulent, or misleading in a material matter in accordance with procedures in the University's Student Conduct Rule;
c. a student is found to have provided false, fraudulent, or misleading information in their Application for a Refund of Internal Fees for Continuing Students. In these circumstances, the University reserves the right to retain up to 100% of any fees paid and may withdraw that student's enrolment;
d. the international student withdraws from the Course or the Program after the census date of the relevant study term unless granted approval for on compelling or compassionate grounds.
e. the international student's enrolment is cancelled due to non-payment of fees after the census date of the relevant study term;
f. the international student is a Higher Degree by Research candidate who withdraws from a Program more than 4 weeks after the commencement of the Program;
g. the international student transfers from the University to another provider without meeting the requirements for Release in accordance with the Education Services for Overseas Students Act 2000 (see also International Student Release Procedure);
h. the international student's admission or enrolment has been suspended or terminated by the University for any permissible reason;
i. the international student is otherwise in breach of their written agreement with the University;
j. the international student has been granted a Permanent Resident visa after the census date of the relevant study term;
k. in lieu of a refund, the international student has accepted an offer of admission in an alternate program or the English Language Bridging Program (ELBP) offered by the University, where the University is unable to provide the original program or ELBP; or
l. the University is prohibited from doing so by relevant laws.

Section 6 - Refunds of Credit Balances

(33) Amounts paid in excess of the tuition and non-tuition fees charged each term will be credited to the international student's account balance for use towards their study in future terms.

(34) If an international student has a credit amount on their student account due to a fee waiver or scholarship, the terms and conditions of the fee waiver or scholarship will apply in respect to the student's eligibility for a refund of this credit.

(35) A continuing international student may request a refund of any credit balance on their account at any given time, except:

a. where clause 34 applies; or
b. where the international student has accepted a packaged offer, and the credit balance while they are studying their preliminary Program is a deposit towards the tuition fees for the principal Program.

(36) An international student will be refunded any credit balance remaining on their account upon discontinuation or completion of their Program, except:

a. where clause 34 applies; or
b. where the international student has accepted a packaged offer, and the credit balance on completion of their preliminary Program is a deposit towards the tuition fees for the principal Program.

(37) To request a refund of credit balance, students should email fees@newcastle.edu.au.

Section 7 - Refunds for Non-Tuition Fees

Refund of the Student Services and Amenities Fee (SSAF)

(38) An international student who withdraws their enrolment or discontinues from their Program prior to the census date in a relevant term is eligible for a full refund for any amount paid towards the Student Services and Amenities Fee (SSAF) for that term.

(39) An international student who, prior to census date for the relevant term, is approved to reduce their study load may be eligible for a partial refund of the amount paid towards SSAF for that term, calculated on a pro-rata basis.

(40) An international student who withdraws their enrolment or discontinues from their Program after the census date for the relevant term will not be eligible for a refund for any amount paid towards SSAF for that term.

Refund of Overseas Student Health Cover (OSHC)

(41) Where the OSHC is paid to and arranged by the University for an international student and the international student is located offshore when they request their refund, the University will arrange a refund of any unused portion.

(42) International students who are located onshore in Australia are not eligible to apply to the University for a refund of their OSHC payment and must liaise directly with their OSHC provider.

(43) The University will not accept any application for a refund of any deposit funds for OSHC fees where the OSHC was not arranged directly by the University. The international student will need to apply to their OSHC provider or their sponsor directly.

Section 8 - Applications for Refunds

(44) The University will only assess applications that are complete and that have all relevant supporting documentation attached.

Commencing International Students

(45) To request a refund, a commencing international student must complete the Application for a Refund of International Student Fees for Commencing Students which should be submitted to the International Refunds team at Int-Refunds@newcastle.edu.au along with all necessary supporting documentation.

Continuing International Students

(46) To request a refund, a continuing international student must complete the Application for a Refund of International Student Fees for Continuing Students which should be submitted to the Fees team at Fees@newcastle.edu.au along with all necessary supporting documentation.

(47) Continuing international students must submit their application:

a. within 12 months of the relevant Course end date; or
b. if the student withdrew from the Course, within 12 months from the date of that withdrawal.

(48) The University may waive the requirement in Clause 47 at its discretion where an applicant can demonstrate the application could not be made within relevant time limits.

Section 9 - Processing of Refunds

(49) If the University accepts the application for a refund, the refund amount will be calculated after all outstanding debts to the University have been paid, and after clearance of all relevant funds received by the University.

(50) Where an international student is suspected of providing fraudulent documentation in conjunction with their application for admission:

a. the University will freeze the student's account until an investigation has been completed; and
b. no refunds will be made during the time the account is frozen.

(51) Where the international student requests for the refund amount to be credited to their student account to go towards future study terms, this will be processed by the University within 48 hours of receiving a successful application outcome.

(52) Refunds will be processed back to the same tender of the original payment. For example, bank account, credit card, or third-party payment portal (e.g. Flywire) unless an alternate is approved by Academic Division General Manager and Academic Registrar.

(53) International students should be aware that organisations or financial institutions other than the University of Newcastle may charge additional transaction fees to international students for processing refunds. These costs will be borne by the student as an offset to the deposit refunded.

(54) In accordance with the ESOS Act, refunds will be processed within 4 weeks of receiving a written claim from the international student, including all supporting documentation, unless clause 7(c) applies, in which case the refund will be processed within 2 weeks. The processing timeline will not commence until all requested information has been submitted.

(55) The University will make refunds in Australian dollars only. The refund will be offset by any bank fees or charges charged to the University or to the payee and any losses associated with fluctuations in foreign exchange rates.

Refunds to third parties

(56) Where a non-contracted third party (e.g. sponsor, parent, friend or family member) made the original payment of an international student's fees, the international student must sign the application for a refund, unless the international student is under the age of 18 years old or is deceased or incapacitated.

(57) Where a contracted third party made the original payment of an international student's fees, the University may correspond directly with that third party in respect of any application for a refund.

(58) All applications for refunds to third parties must be supported by documents which provide evidence of the original transaction.

Disputed Transactions

(59) When a transaction is disputed, the disputed amount will be automatically refunded to the credit card or debit card account from which the payment was originally made.

(60) The University will immediately suspend processing any refund application related to a disputed transaction until an investigation has been completed.

(61) The balance of any payment amount which has not been disputed may be refunded pending the outcome of any investigation conducted under this clause.

Section 10 - Appeals

(62) An international student may lodge an appeal of a decision relating to a refund application where:

a. the international student can provide evidence that the refund was not determined or calculated in accordance with the provisions of this procedure;
b. the international student can provide evidence to establish that the principles of procedural fairness were not abided by; or
c. new information, that was not able to be obtained at the time of the original decision, has become available and should be taken into consideration.

(63) An appeal against a decision relating to a refund of tuition fees must be submitted in writing within 28 days of the date of any University correspondence that documents the University's decision regarding a refund.

(64) Evidence to support the appeal must be provided by the student with the request for appeal and should include:

a. information that justifies why the appeal should be accepted, in accordance with Clause 62;
b. information to clearly outline what the student believes should be the correct outcome; and
c. any additional evidence to support the appeal.

(65) The University reserves the right to not consider an appeal where the appeal:

a. is not in accordance with the provisions of Clauses 62-64;
b. cannot be supported by sufficient evidence;
c. is solely on the basis of disagreement with the original decision; or
d. is considered to be vexatious, frivolous or misconceived.

(66) Appeals will be considered by an delegate.

(67) The outcome of the appeal will be advised in writing to the international student and will provide sufficient information to the international student to justify the reasons for the decision, as well as to notify the international student of:

a. support services available to them; and
b. any further available avenues of appeal, external review, or complaint.

(68) The University's decision in relation to such an appeal will be final. The international student will have no further avenue of appeal within the University.

(69) An international student may seek an external review process through the NSW Ombudsman.

Section 11 - Complaints

(70) Please refer to the Complaint Management Policy and its associated procedure.

Status and Details

Status	Current
Effective Date	13th October 2026
Review Date	30th July 2027
Approval Authority	Senior Compliance Manager
Approval Date	6th October 2026
Expiry Date	Not Applicable
Responsible Executive	Belinda Yourn Senior Deputy Vice-Chancellor (Academic & Global)
Enquiries Contact	John Radvan Senior Manager, Academic Governance & Compliance Student and Academic Administration

Glossary Terms and Definitions

"University" - The University of Newcastle, a body corporate established under sections 4 and 5 of the University of Newcastle Act 1989.

"Census date" - The date in each term on which a student / candidate enrolled in a course is deemed to be financially liable for the course.

"Complaint" - As defined in Australian/New Zealand Standard - Guidelines for complaint management in organisations.

"Course" - When referring to a course offered by the University, a course is a set of learning activities or learning opportunities with defined, assessed and recorded learning outcomes. A course will be identified by an alphanumeric course code and course title. Course types include core courses, compulsory courses, directed courses, capstone courses and electives. For all other uses of this term, the generic definition applies.

"Law" - All applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in Australia, whether made by the Commonwealth, a State, a Territory or a local government and, where the context permits, includes the common law and equity.

"Student" - A person formally enrolled in a course or active in a program offered by the University or affiliated entity.

"Candidate" - With regard to Higher Degree by Research it has the same meaning as student. For all other instances it is a person considered for appointment to a position.

"Postgraduate" - Any qualification being at the level of Graduate Certificate or above.

"Program" - When referring to learning, a program is a sequence of approved learning, usually leading to an Award. For all other uses of this term, the generic definition applies.

"Term" - When referring to an academic period, term means a period of time aligned to an academic year for the delivery of a course in which students enrol and for which they are usually charged fees for example semesters, trimesters, summer, winter or full-year term. The academic year for a term is determined by the academic year in which the course commences, not concludes. For all other uses of this term, the generic definition applies.

"Undergraduate" - Refers to any qualification up to and including the level of a Bachelor Honours degree.

"Domestic student" - A student (as defined by the University) who is an Australian citizen, Australian Permanent Humanitarian visa holder, Australian Permanent Resident or New Zealand citizen (or dual citizenship holders of either Australia or New Zealand).

"Delegate" - (noun) refers to a person occupying a position that has been granted or sub-delegated a delegation of authority, or a committee or body that has been granted or sub-delegated a delegation of authority.