

3 November 2022

Yishuo Chen
11139 72 Ave Nw
Edmonton
Alberta
T6G0B3
Canada

Dear Yishuo,

UNCONDITIONAL OFFER OF ADMISSION

We are delighted to let you know that your application to study at the University of Sydney ('University') has been successful, and we are offering you the opportunity to join our vibrant student community. Here are some important details about your offer:

Your student ID	530116938
Course name	Master of Commerce (Extension)
Course code	MACOMMEX1000
Course location	Camperdown/Darlington, Sydney
CRICOS code	077328F
Work-based training component	No <i>see Training and placements below</i>
Credit points in total	96
Indicative course duration	104 weeks
Commencement date	20 February 2023
Academic year of entry	2023
Semester	Semester 1
Mode of Study	Full time, International
2023 Indicative tuition fees (Year 1)	For students commencing the Master of Commerce (Extension) in Semester 1, 2023: \$54,000.00. This tuition fee is indicative and represents 2023 fees only. It is subject to annual increases for each year of your study, effective at the start of each calendar year. Please read the important information on fees set out in this offer carefully.
Overseas Student Health Cover	\$1,440.00
2023 student services and amenities fee (Year 1)	\$326.00
Initial payment	\$27,000.00

Please take the time to read the important information about your Course on the following pages.

Accept your offer

Once you have read that information, your next step is to accept your offer online. Please log in to your Sydney Student portal at: sydneystudent.sydney.edu.au, select 'My Applications', then 'Respond to offer'.

To accept this offer you must also pay in-full, the initial payment listed in the table above. You may choose to pay more than the initial payment before your course starts. If you wish to pay more than the initial payment, this can be done through the acceptance process and the available balance will be used for future units you enrol in.

Please note that you will not be able to enrol until you have accepted your offer. We will contact you at a later date with instructions about how to enrol. It is your responsibility to keep a copy of this letter and any receipts you receive for your payment of tuition fees and non-tuition fees.

Please also note that this offer will only remain valid for as long as there are places available in the year in which you have applied for course commencement.

It is your responsibility to ensure that you arrive in time for start of semester. Should you be delayed and commence your study after the semester start date, you will be unable to use late enrolment as grounds for special consideration of assessments and exams. The final date to enrol in your preferred units of study can be found on the University's website under Study dates: sydney.edu.au/students/study-dates.

Please also refer to the University's Find a Course website at: sydney.edu.au/courses for assumed knowledge requirements that may apply to your course.

Please also refer to the University's Study Dates website at sydney.edu.au/study/study-dates for current details of key dates including planned holiday breaks.

Please note that this offer will only remain valid for as long as there are places available in the year in which you have applied for course commencement.

Overseas Student Health Cover

It is a condition of your student visa that you maintain Overseas Student Health Cover (OSHC) for the duration of your studies. OSHC needs to be arranged around the same time you accept your offer to study. The University can arrange OSHC on your behalf, or you can purchase OSHC from one of the following current Australian Government-approved providers:

- Australian Health Management
- BUPA Australia
- Medibank Private
- Allianz OSHC
- nib OSHC
- CBHS International Health

Further information on OSHC can be found at immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500#Eligibility.

The University has a preferred provider agreement with Allianz Global Assistance (OSHC) (**Allianz**), under which the University can arrange OSHC on your behalf. Under this agreement, the University receives a commission based on a percentage of the premium paid for a policy, and other benefits from Allianz, for facilitating OSHC for international students. The commission and other benefits will be used to support initiatives that improve the international student experience at the University.

If you elect to have the University arrange your OSHC on your behalf, you will be required to pay for your OSHC at the time of accepting your offer. You can find further information on arranging OSHC through the University at sydney.edu.au/study/finances-fees-costs/living-costs/health-insurance.

If you choose to obtain OSHC with another provider, you must provide evidence of your OSHC when applying for a student visa.

Please note that the OSHC amount quoted above is an indicative amount based on coverage of a single person under the University's preferred provider agreement with Allianz. This amount may change if you elect to amend the type of cover and a final quote will be calculated when you accept your offer.

Training and placements

Based on the current underlying Course structure, students in the Course are not required to undertake compulsory work-based training, placements or other training. However, if you later select to enrol in particular units of study or streams then you may be required to do so. If you select a particular stream or units of study it is important for you to read the information and understand any specific enrolment and/or professional registration requirements. Further information can be found here: sydney.edu.au/students/course-required-placements.

COVID-19 special measures - important information

Changes to operations

The COVID-19 pandemic has required changes to the operation of the University for health and compliance reasons.

As a result, your course or parts of your course may be delivered differently. These changes will depend on the units in which you are enrolled and may include remote delivery of subjects and changes to campus operations, assessment methods and the mode for delivery of available support services. These changes are communicated through relevant Sydney Courses webpages and other University communication platforms.

You should ensure you understand how these changes may affect you by carefully reviewing the relevant Sydney Courses webpage(s) available at <https://www.sydney.edu.au/courses/search>, together with other relevant information communicated to you by the University. Please ensure you review the webpages regularly for any updates.

Changes to University operations due to COVID-19 are intended to be interim arrangements to safeguard the health of our community while allowing students to continue their studies. Students who commence their studies offshore in a course that has in-person requirements but due to COVID-19 will study remotely, are expected to come to Australia on a relevant visa as soon as they are able after Australian borders open and normal delivery can resume.

By accepting this offer, you agree that you have read and understood this COVID-19 important information.

Supporting documents

The University accepts scanned documents submitted online in support of applications for admission to courses. All supporting documents must be true and complete records. You should be prepared to provide original documents or original certified copies of supporting documents upon request at any time.

Documents submitted in a language other than English must be accompanied by a complete English translation. The University accepts translations to English made by an accredited translator with a government body, the Registrar of the issuing institution or, for international applicants, registered University education Agents who are designated translators.

Please note that detailed checking of supporting documents is an inherent element of our admissions process and may involve contacting the original issuing authority, relevant tertiary admissions centre, organisation, or individual, as required, to verify documents. A failure to provide documents on request, or the discovery of either fraudulent documents or a misrepresentation of true circumstances in association with your application, may lead to the rejection of your application for admission, the withdrawal of your offer, or the cancellation of your enrolment.

Important information about fees

The tuition fee set out in this offer is indicative only. The exact tuition fee that you pay will depend on the calendar year in which you undertake your study in the Course.

Tuition fees

The tuition fee set out in this offer is based on a full-time student enrolment load of 48 credit points per year (1.0 Equivalent Full Time Study Load). If your study load is more or less than 1.0 EFTSL, your tuition fee will differ from the indicative fee set out in this offer.

Tuition fees are subject to annual review by the University and will increase each calendar year of your study, effective at the start of each calendar year.

The exact tuition fees that you will pay for your specific enrolment in any given semester (or research period) will be set out in your 'Student Financial Statement'. This Statement will be generated, and available within 24 hours in your Sydney Student portal, once you have submitted your enrolment selections prior to the relevant University census date.

Please note that sanctions for unpaid student debts apply and are set out in the '*Student Debtor Sanctions Policy 2014*' (as may be amended or replaced from time to time) which can be found at: sydney.edu.au/policies.

Student Services and Amenities Fee (not included in the tuition fees above)

The Student Services and Amenities fee (SSA Fee) was introduced by the Australian Government to increase student support and facilities at Australian universities. Please note that the SSA Fee listed in this offer is indicative of the year stated, and based on a full-time student enrolment load of 48 credit points per year (1.0 Equivalent Full Time Study Load). You will be required to pay a SSA Fee each semester for your study in a course. The SSA Fee is subject to annual review by the University, and will increase each year of your period of study (subject to a Government specified cap on indexation), effective at the start of each calendar year. For further information about the SSA Fee, due dates for payment, and payment deferral for eligible students, please consult the University's webpage at: sydney.edu.au/students/ssaf.

Additional Expenses

Please note that for some courses there are additional expenses in addition to the course fee. Some of these additional costs are significant, for example, course-specific materials, tools, protective clothing and equipment. Please consult the University's web page for more information: sydney.edu.au/students/materials-equipment.

Method of Payment

There are a number of ways that you can pay the fees that apply to your study. Be aware, a surcharge will apply for payments made using a debit or credit card. Find a list of the applicable card payment fees on our [website](http://sydney.edu.au/students/paying-fees). The surcharge is subject to review and may change. Information about payment methods can be found on our website sydney.edu.au/students/paying-fees

Recognition of Prior Learning

Your previous studies may allow you to reduce the length of your studies in this Course, depending on their relevance. The University's policies are available at the Policy Register at: sydney.edu.au/policies. You should consult with the [Student Centre](#) for more specific information about your eligibility and apply for credit via your Student Portal.

Status of Deferral

Please consult the '*Coursework Policy 2014*' (as may be amended or replaced from time to time) at: sydney.edu.au/policies for up-to-date information about the University's policies on deferral.

Changes to your student status

The University's '*Coursework Policy 2014*' (which can be found at: sydney.edu.au/policies) provides information about residency changes and how any changes will affect your offer of admission and fee liability. The Policy may be amended or replaced from time to time, and you must consult this Policy for up-to-date information about changes to student status.

University Rules and Policies

As part of agreeing to the terms and conditions of this offer (including the terms and conditions set out at Annexure A to this letter), you agree to comply with the University's rules and policies that exist from time to time. The University's rules and policies are listed on the University's Policy Register at: sydney.edu.au/policies. The University may amend these rules and policies from time to time, and you must consult the University's Policy Register for the most up-to-date information.

To the extent that there is any inconsistency with the terms of this offer, and the rules and policies of the University, the rules and policies prevail.

If you have queries about your offer, please see our information online at: sydney.edu.au/study/find-a-course/postgraduate-study/postgraduate-courses or contact our admissions team by email at international.admissions@sydney.edu.au.

Thank you for your application and we look forward to welcoming you to the University.

Kind regards,



Wen Chai,
Director, Admissions
For and on behalf of the Dean/Head of School and Dean

Annexure A: Terms and conditions

By accepting this offer, you understand and agree that:

1. You have been informed about, provided information on, and you understand:
 - the details of the course you will undertake, including a general description of the content, the qualification that will be gained on completion (if applicable), the duration of the course, the teaching and assessment methods used, and the details and location of any other provider involved in delivering the course;
 - the requirements for admission into your course, including level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable, details of which can be found again here: sydney.edu.au/courses/search;
 - the facilities, classroom equipment and learning resources that will be available to you;
 - the grounds on which your enrolment may be deferred, suspended or cancelled, and you accept any conditions on your enrolment set out in your unconditional offer letter;
 - the Education Services for Overseas Student (ESOS) framework available at internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx;
 - details of all fees you will be required to pay (which you accept as set out in your unconditional offer and may be subject to change in accordance with University policy) and the *International Student Fee Refund Policy 2017* (full details of which are included in your offer letter and displayed during offer acceptance);
 - the local environment in which you will be studying, including location of the campus or campuses, accommodation options and approximate costs of living.
2. If you are accompanied by any school-aged dependants, you will be required to pay their full fees if they are enrolled in either a government or a non-government school. More information on school tuition costs is available at: studyinaustralia.gov.au/english/live-in-australia/living-costs.
3. You must provide the University with details of your Australian residential address, email address, mobile telephone number and emergency contact details within 7 days of arrival in Australia or within 7 days of any change to these details whilst you are enrolled in the course.
4. Your enrolment at the University is subject to relevant Australian State and Federal legislation.
5. Unless as part of offer acceptance you have specifically declined any credit offered to you, you accept any course credit set out in your unconditional offer letter.
6. You have definite access to funds that cover your tuition and associated living costs. You understand that, if you should experience any financial difficulties, you (or your sponsor) will continue to be responsible for your own living expenses and that you will not be able to seek fee assistance or other financial assistance from the University.
7. You will comply with the University's rules and policies for admission, enrolment and progression.
8. You will advise the University of any change to the information you have provided.
9. The information collected on this form is needed by the University in order to process your application and to ensure the University complies with its legal obligations. These obligations include requirements under the Education Services for Overseas Students Act 2000 (and its associated National Code and Regulations) (together "the ESOS Laws") and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The collected information will be provided to the Australian Government and designated authorities (including the NSW Government) and, if relevant, the ESOS Assurance Fund Manager, in accordance with the ESOS laws and where specific requests are made for compliance and monitoring purposes. In all other instances, use and disclosure of the collected information will be in accordance with the University's Privacy Policy. The University's Privacy Policy is available at sydney.edu.au/privacy.shtml.
10. You have read the University's *International Student Fee Refund Policy 2017*.
11. The University's *Resolution of Complaints Policy* sets out the general principles applicable to complaints or appeals made under other University policies and procedures. It applies in relation to University conduct related to applicants for admission to the University in regard to complaints about non-academic matters. *The Student Complaints Procedures 2015* provide how complaints may be raised (including informal resolution and how to raise a complaint) and how they will be assessed and resolved and prescribe the manner in which the University will conduct investigations where required.
12. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

13. By enrolling, you will be subject to the '*Intellectual Property Policy 2016*' as amended or replaced from time to time ('Intellectual Property Policy'). The current version of the Intellectual Property Policy is available by searching the University's Policy Register at sydney.edu.au/policies.
14. The procedure on the refund of tuition fees constitutes a written agreement between the University and the student for the purposes of ESOS laws. The current version of the '*International Student Fee Refund Policy 2017*' is available by searching the University's Policy Register at sydney.edu.au/policies, and may be amended or replaced from time to time. The '*International Student Fee Refund Policy 2017*' is also set out at Annexure B.
15. In the event the University is unable to fully deliver the course and meet its default obligations, you can seek the assistance of the Tuition Protection Service (TPS), an initiative of the Australian Government. The TPS ensures that international students are able to either (i) complete their studies in another course or with another education provider; or (ii) receive a refund on your unspent tuition fees. Further details can be found at the Government website here: tps.gov.au/Home/NotLoggedIn.
16. Despite any publication, announcement or advice, the University is not obliged to offer a particular course or unit of study in any particular semester, and may change arrangements for courses or units of study, including in respect of staffing, content or location.
17. The University's full name is The University of Sydney, ABN 15 211 513 464, CRICOS Provider 00026A.
18. Your acceptance, together with the unconditional offer (together, "the Agreement"), constitute the entire agreement between you and the University on its subject matter, and are governed by the law in force in New South Wales. By accepting the offer of admission to the University, you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia in relation to the Agreement.
19. If you have a complaint about an overseas agent, further information can be found here: sydney.edu.au/students/complaints.

Refund of tuition fees

The University's policy on the refund of tuition fees and other course money for international students has been developed in accordance with the Australian National Policy on Fee Refunds established by the Australian Vice-Chancellors' Committee and the ESOS Laws. Education Services for Overseas Student Act 2000 (ESOS Act 2000 as amended), Education Services for Overseas Student Regulations 2019 (ESOS Regulations 2019 as amended) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code).

The *International Student Fee Refund Policy 2017* can be found at Annexure B and: sydney.edu.au/policies.

Annexure B: International Student Fee Refund Policy 2017

1. Name of policy

This is the International Student Fee Refund Policy 2016.

2. Commencement

This policy commences on 1 March 2017.

3. Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds the University, staff, students and affiliates.

4. Statement of intent

This policy:

- (a) sets out the circumstances in which the University will refund tuition fees and other course related money paid by, or on behalf of, international students;
- (b) meets the requirements of Part D, Standard 3 of the [National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students](#).

5. Application

(1) This policy applies to:

- (a) all commencing international students, regardless of whether a third party has paid the relevant amounts to the University;
- (b) all continuing international students, regardless of whether a third party has paid the relevant amounts to the University provided that, to the extent that applying this policy would place the student in a less advantageous position than the policy which applied at the time the student first enrolled, the prior policy will apply instead.

(2) This policy does not apply to students in receipt of any of the following forms of United States government student aid:

- (a) Federal Stafford Direct Loan - Unsubsidised;
- (b) Federal Stafford Direct Loan - Subsidised;
- (c) Federal PLUS Direct Loan.

Note: See [US Federal Student Aid - Return of Title IV Funds Policy 2014](#)

6. Definitions

census date	means the last date before which a student may withdraw from a subject or course before incurring a fee liability.
course fees	the sum of the tuition fees and non-tuition fees received by the University in respect of a particular student. They may relate to past, current or future teaching or research periods.
current teaching or research period	means, as appropriate: <ul style="list-style-type: none"> • a teaching or research period which is in progress; or • the next teaching or research period scheduled to commence. <p>Note: See Coursework Policy 2014 and University of Sydney (Higher Degree by Research) Rule 2011 for further detail of teaching and research periods.</p>
delegate	means an employee, member or Committee of Senate or any other person or authority to whom or to which a delegation has been made by Senate.

**ESOS
Framework**

means:

- the [Educational Services for Overseas Students Act 2000 \(Cth\)](#) as amended by the [Education Services for Overseas Students Amendment Act 2014 \(Cth\)](#) ;
- the [Education Services for Overseas Students Regulations 2019](#) ;
- the [Education Services for Overseas Students \(Registration Charges\) Act 1997](#) ;
- the [National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students](#); and
- related regulations, legislative instruments and standards.

**international
student**

means an enrolled or intending student who holds a temporary visa with study rights and is not:

- an Australian or New Zealand citizen (whether solely or as a dual citizen with another country);
- a permanent resident of Australia; or
- a holder of a permanent humanitarian visa.

For the purposes of this policy, this term also includes non-award students where relevant, even though they are not admitted to candidature in an award course.

**providing
fraudulent
information**

includes any of:

- making a material misrepresentation, or another person doing so on the applicant's behalf, in applying for admission to a course;
- failing to disclose to the University a fact or circumstance material to the University's decision to admit an applicant;
- obtaining admission on the basis of a degree, diploma or certificate obtained wholly or partly by fraud, academic misconduct or other dishonesty.

tuition fees

means fees which are directly related to the provision of a course that the University is providing or offering to provide to a student. Tuition fees do not include costs such as:

- overseas student health cover;
- student services and amenities fees;
- incidental or other costs that may be required as part of a student's enrolment;
- agents' recruitment fees which are paid by the University from tuition fees; or
- application fees.

**weekly tuition
fee**

has the meaning given in the [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014 \(Cth\)](#).. As at the date of this policy, this is:

total tuition fees for the course ÷ number of calendar days in the course

**weeks in default
period**

has the meaning given in the [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014 \(Cth\)](#).. As at the date of this policy, this is:

the number of calendar days from the default day to the end of the period to which the payment relates ÷ 7

7. All refunds

- (1) Refund entitlements will be calculated in accordance with the ESOS Framework.
- (2) When a student fails to commence or does not continue with a course, the University:
 - (a) will refund all or part of amounts paid on account of current teaching or research periods, as specified in this policy; and
 - (b) will refund all amounts paid on account of future teaching or research periods in full, including deposits required to be paid against future tuition fees for particular courses; but
 - (c) will not refund any amount paid on account of past teaching or research periods.
- (3) In exceptional circumstances, the relevant delegate may approve a refund in excess of the

amount otherwise payable under this policy.

- (a) Such exceptional circumstances must be:
 - (i) beyond the student's control; and
 - (ii) prevent the student completing the current teaching or research period.
- (b) In determining any refund under this subclause the relevant delegate must consider the date on which the exceptional circumstances arose.
- (4) Refunds will only be paid after cleared funds are received in the University bank account.
- (5) Outstanding debts owed by the student to the University will be deducted from any refund prior to payment.
- (6) If payments have been made by credit card, any applicable credit card surcharge will be retained by the University and not refunded.
- (7) Unless paid to another Australian educational institution, refunds will be paid:
 - (a) to the person or entity from whom the original payment was received;
 - (b) in the same currency in which the original payment was received; and
 - (c) wherever possible, to the account from which, and using the mechanism by which, the original payment was received.
- (8) Students must complete and submit a refund application through the online student portal when seeking refunds under the following clauses:
 - (a) clause 8;
 - (b) clause 10;
 - (c) clause 13.
- (9) All refund payments will be accompanied by a statement setting out any amounts that have been deducted from the refund.
- (10) Time periods specified in this policy for payment of refunds do not apply when the student in question is aged under 18 years. Refunds in such cases will be paid within 14 calendar days of the University being informed of the relevant event, or receiving the application (as appropriate).
- (11) Refund entitlements provided for in this policy are summarised in the table in Schedule 1.

8. Refunds when a student withdraws, suspends or defers, and provides notice

- (1) If a student withdraws, suspends or defers before the current teaching or research period commences, the student may elect to have:
 - (a) a refund of 90% of the tuition fees paid for the current teaching or research period; or
 - (b) a credit for their next fee instalment equivalent to 100% of the tuition fees for the current teaching or research period.
- (2) If a student withdraws or suspends after commencement but before the census date in the current teaching or research period, the student may elect to have:
 - (a) a refund of 50% of the tuition fees paid for the current teaching or research period; or
 - (b) a credit for their next fee instalment equivalent to 100% of the tuition fees for the current teaching or research period.
- (3) If a student withdraws or suspends after the census date in the current teaching or research period, the University will not provide a refund.
- (4) If a higher degree by research student submits their thesis prior to the census date in the current research period, the University will refund 100% of the course fees for the current research period.
- (5) Applications are required for refunds under this clause, which will be paid within 15 working days of receipt of the relevant application.

9. Refunds when a student defaults due to visa refusal

- (1) If a student is refused a visa with appropriate study rights and:
 - (a) is unable to commence the course, the University will refund the amount of the course fees, minus the lesser of:
 - (i) 5% of the amount of the course fees received in respect of the student before the default day; or
 - (ii) \$500;
 - or
 - (b) is unable to continue the course after commencement, the University will refund all unspent tuition fees, calculated as follows:

refund amount = weekly tuition fee x weeks in default period.

(2) Applications are not required for refunds under this clause, which will be paid within 20 working days of the day on which the University refuses to provide, or continue providing, the course to the student.

10. Refunds when a student defaults for other reasons

(1) If a student fails to complete enrolment and commence on the agreed starting date without having withdrawn or deferred, the student may elect to have:

- (a) a refund of 75% of the tuition fees paid for the current teaching or research period; or
- (b) a credit for their next fee instalment equivalent to 75% of the tuition fees paid for the current teaching or research period.

(2) If a student is not permitted to commence or continue because of failure to pay an amount owing to the University in order to undertake the course, the University will not refund any tuition fees for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).

(3) If a student has breached a visa condition, with the result that the University refuses to provide, or continue to provide, a course, the University will not refund any tuition fees paid for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).

(4) If a student has had their enrolment suspended or terminated for misconduct or breach of the University's student discipline or academic integrity rules, policies or procedures, the University will not refund any tuition fees paid for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).

(5) If a student has provided fraudulent information in their application with the result that the University withdraws an offer of a place or terminates a student's enrolment. The University will not refund any tuition fees paid for the current teaching or research period.

(6) If, after appropriate measures taken under relevant University rules, policies and procedures, a student fails to make satisfactory academic progress with the result that the University refuses to permit the student to continue, the University will not refund any tuition fees paid for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).

(7) In relation to suspensions or terminations by the University, the suspension or termination date will be:

- (a) the date on which any final decision is made by the University or relevant appellate body in relation to the student's case; or
- (b) the date on which the time for making any such appeal expires.

(8) Applications are required for all refunds under this clause, which will be paid within 15 working days of receipt of the relevant application.

11. Refunds when a student defaults but there is no written agreement with the University

(1) If a student defaults for any reason in circumstances where there is no written agreement between the University and the student which complies with the ESOS Framework, the University will refund:

- (a) if the default is due to visa refusal which occurs before the commencement of the course, all tuition and non-tuition fees received; or
- (b) in all other cases, all unspent tuition fees received, calculated as follows:

refund amount = weekly tuition fee x weeks in default period.

(2) Applications are not required for refunds under this clause, which will be paid within 20 working days of the day on which the University refuses to provide, or continue providing, the course to the student.

12. Refunds when the University defaults

(1) If the University defaults it will either:

- (a) arrange for the student to be offered a place in a course at the University's expense; or
- (b) pay a refund as provided in this clause.

(2) The student may elect whether to accept the offer of an alternative place, or to obtain a refund.

Note: See section 46D of the [Educational Services for Overseas Students Act 2000 \(Cth\)](#).

(3) If:

- (a) the course fails to start on the agreed starting date;
 - (b) the course ceases to be provided by the University after it has started but before the student has completed; or
 - (c) the University is unable to provide the course in full as a result of a sanction imposed by a government regulator
- then
- (d) the University will refund:
 - (i) all unspent tuition fees, calculated as follows:

refund amount = weekly tuition fee x weeks in default period; and

- (ii) any University application fees.

(4) Applications are not required for refunds under this clause, which will be paid within 10 working days of the agreed starting date or the date on which the course ceases to be provided.

13. Refunds after change of residency status

- (1) If an intending student obtains permanent residence before enrolling and is transferred to a Commonwealth supported place, the intending student may elect to have:
 - (a) a refund of the fees paid; or
 - (b) all or part of the fees paid credited against fees payable in relation to the Commonwealth supported place for the current and future teaching or research periods.
- (2) If the student does not apply for a refund, the University will retain the funds and apply them as specified in subclause 13(1)(b).
- (3) If a student obtains permanent residence after enrolling but before census date in the current teaching or research period and is transferred to either a Commonwealth supported place or domestic fee paying place, the student may elect to have:
 - (a) a refund of the difference between the fees paid for the current teaching or research period and the amount now payable for that period; or
 - (b) a credit, equal to the difference between the fees paid for the current teaching or research period and the amount now payable for that period, against fees payable in relation to the Commonwealth supported or domestic fee paying place.
- (4) If the student does not apply for a refund, the University will retain the funds and apply them as specified in subclause 13(1)(b).
- (5) If a student obtains permanent residence after the census date in the current teaching or research period, the University will not refund any tuition fees paid for the current teaching or research period.
- (6) If a student obtains permanent residence but is unable to transfer to a Commonwealth supported place or domestic fee paying place due to unavailability of places or ineligibility of the student, the University will refund 100% of the fees paid on account of:
 - (a) the current teaching or research period; and
 - (b) any future teaching or research periods.
- (7) Applications are required for refunds under this clause, which will be paid within 15 working days.

14. Student services and amenities fees

- (1) The University will refund student services and amenities fees only if the student has withdrawn or ceased before the relevant census date.
- (2) Refunds of student services and amenities fees will be processed together with the refund of tuition fees. A separate application is not required.

15. Overseas health cover fees

- (1) The University will refund money received on account of overseas health cover for a student if:
 - (a) the student is unable to complete the course in circumstances covered by the overseas health cover provider's policy; and
 - (b) the University has not yet forwarded funds received on account of the student's overseas health cover to the University's overseas health cover provider.

(2) A student seeking a refund of overseas health cover fees from the University must complete the relevant Request for Refund form <http://sydney.edu.au/dam/corporate/documents/study/student-administration/application-for-refund-international.pdf> and provide:

- (a) their full name;
- (b) their date of birth;
- (c) their membership number (provided to the student by the International Student Fees Office);
- (d) a statement of the reason for seeking the refund; and
- (e) evidence of the date of:
 - (i) transfer to another University; or
 - (ii) departure from Australia.

(3) If the University has forwarded the funds to the nominated overseas health cover provider, a student seeking a refund must apply directly to the provider, and must provide:

- (a) all of the information required under subclause 15(2);
- (b) a copy of the receipt for the overseas health care payment; and
- (c) any other information the provider requests.

(4) A sponsored student whose overseas health cover fees were paid by a third party is not entitled to a direct refund. The University will liaise with the overseas health care provider and the sponsor to arrange payment of a refund to the sponsor.

16. Complaints and appeals

(1) Complaints about refunds or applications for refunds should be made and will be addressed consistently with the [Resolution of Complaints Policy 2015](#) and the [Student Complaints Procedures 2015](#).

(2) Nothing in this or any other University policy or procedures removes a student's right to take action against the University under Australia's consumer protection laws.

17. Rescissions and replacements

This document replaces the Refund Procedures for International Students which commenced on 30 September 2008 and which is rescinded as from the date of commencement of this document.

18. SCHEDULE 1 - Summary Table

All fees paid in advance of the current teaching or research period are refunded.

Applications are required unless otherwise stated in the following table.

If the student is aged under 18 years, the time periods for payment of refunds specified below do not apply. Refunds will instead be made within 14 calendar days.

EVENT	ENTITLEMENT	PROCESS AND POLICY REFERENCE
Student defers	Refund of 90% of tuition fees for current period, within 15 working days; or Credit equivalent to 100% of tuition fees for current period.	Clause 8(1)
Students withdraws or suspends		
- Before commencement	Refund of 90% of tuition fees for current period, paid within 15 working days; or Credit equivalent to 100% of tuition fees for current period.	Clause 8(1)
- After commencement but before census date	Refund of 50% of tuition fees for current period, within 15 working days; or Credit equivalent to 100% of tuition fees for current period.	Clause 8(2)
- After census date	No refund of tuition fees for current period.	Clause 8(3)
Higher degree by research student submit thesis prior to census date	Refund of 100% of course fees for current period, paid within 15 working days.	Clause 8(4)
Visa refused		
- Before commencement	Refund of course fees less 5% or \$500, paid within 20 working days.	No application required. Clause 9(1)(a)
- After commencement	Refund of unspent tuition fees calculated in accordance with formula, paid within 20 working days.	No application required. Clause 9(1)(b).
Student fails to enrol and commence without withdrawal or deferral	Refund of 75% of tuition fees for current period, paid within 15 working days; or Credit equivalent to 75% of tuition fees for current period.	Clause 10(1).
Student not permitted to commence or continue because of failure to pay, after census date	No refund of tuition fees for current period.	Clause 10(2). See clause 8 if prior to census date.

EVENT	ENTITLEMENT	PROCESS AND POLICY REFERENCE
Student breaches visa condition, after census date	No refund for current period.	Clause 10(3). See clause 8 if prior to census date.
Student enrolment suspended or terminated on conduct grounds after census date	No refund for current period.	Clause 10(4). See clause 8 if prior to census date.
Student offer withdrawn or enrolment terminated for fraudulent information	No refund for current period.	Clause 10(5).
Student not permitted to continue for failure to make satisfactory academic progress after census date	No refund for current period.	Clause 10(6). See clause 8 if prior to census date.
Student defaults, but no written agreement with University		
- Due to visa refusal before commencement	Refund of all tuition fees plus all non-tuition fees, paid within 20 working days.	No application required. Clause 11(1)(a).
- Other defaults	Refund of all unspent tuition fees calculated in accordance with formula, paid within 20 working days.	No application required. Clause 11(1)(b).
Course fails to start on agreed starting date	Refund of all unspent tuition fees plus all non-tuition fees, calculated in accordance with formula, paid within 10 working days; or Transfer to alternative course at University expense.	No application required. Clause 12(3).
University ceases to provide course before student completes	Refund of all unspent tuition fees plus all non-tuition fees, calculated in accordance with formula, paid within 10 working days; or Transfer to alternative course at University expense.	No application required. Clause 12(3).

EVENT	ENTITLEMENT	PROCESS AND POLICY REFERENCE
University unable to provide course due to government sanction	Refund of all unspent tuition fees plus all non-tuition fees, calculated in accordance with formula, paid within 10 working days; or Transfer to alternative course at University expense.	No application required. Clause 12(3).
Student obtains permanent residence before enrolling and is transferred to a Commonwealth supported place	Refund of fees paid, paid within 15 working days; or Credit of all or part of fees paid against fees payable in relation to Commonwealth supported place for current and future period.	Clause 13(1).
Student obtains permanent residence after enrolling but before census date in the current period and is transferred to either a Commonwealth supported place or a domestic fee paying place	Refund of difference between fees paid for current period and amount now payable that period within 15 working days; or Credit equal to difference between the fees paid for the current period and the amount now payable for that period against fees payable in relation to Commonwealth supported place for current and future period.	Clause 13(3).
Student obtains permanent residence after the census date in the current period	No refund of tuition fees paid for current period.	Clause 13(5).
Student obtains permanent residence but is unable to transfer to a Commonwealth supported place or a domestic fee paying place due to unavailability of places or ineligibility of the student	Refund of 100% of fees paid for current or future periods, paid within 15 working days.	Clause 13(6).
Student services and amenities fee	Refund of 100% of fee if student has withdrawn or ceased before relevant census date.	No application required. Clause 14.
Overseas health cover	Refund of fees not yet released to insurer.	Clause 15.