



FEES POLICY

Version:	Approved by:	Approval Date:	Effective Date:	Next Review:
1	UOWGE Executive Director, Commercial and Legal	27 May 2024	27 May 2024	27 May 2027
Policy Custodian:	Nimay Kalyani		Document No:	UOWI-POL-01
Purpose:	The purpose of this Policy is to provide transparency for University of Wollongong India (UOWI) Students in the application and administration of Tuition Fees and charges, including fee transfer & refunds.			
Scope	This Policy applies to UOWI Students only, unless otherwise stated			
Related Documents:				

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1. Principles

- 1.1. UOWI is committed to applying a fair and reasonable approach in all fee-related decisions.
- 1.2. Refund and re-crediting requests will be processed in accordance with the rules outlined in this policy.
- 1.3. The principles of procedural fairness will underpin all refund request decisions.

2. Tuition Fees

- 2.1. Tuition Fees are reviewed annually and are subject to change. For commencing Students, the Tuition Fee rate for the first Study Period will be dependent on the approved Tuition Fees at the time their valid offer letter was issued.
- 2.2. Changes to Tuition Fees will occur through:
 - a. Updates to Tuition Fee rates each calendar year; or
 - b. Deferments of offers or;
 - c. transfer from one Course to another, including change in mode of delivery.
- 2.3. UOWI may publish Tuition Fee increases on UOWI's website and/or via individual communications to Students. Up-to-date Tuition Fees and other charges will be made available on UOWI's website.
- 2.4. Students commencing a new Course of study must pay a Tuition Fee Deposit before enrolling in a new Course. The amount payable for the Tuition Fee Deposit is outlined on the Students' Valid Offer Letter.
- 2.5. The Tuition Fees are charged per Credit Point according to the approved Tuition Fees for the Student's program of study, and the Student's enrolment in the Study Period at Census Date.
- 2.6. Tuition Fees as calculated for each Student are to be paid in full by the Census Date of each Study Period except where a Student has been approved for a Tuition Fee Instalment Plan as outlined in Clause 4.
- 2.7. Failure to pay Tuition Fees in full by the Census Date will result in both a late payment fee being charged and cancellation of enrolment as outlined in Clause 5.
- 2.8. Where a Student remains enrolled in Subject(s) after Census Date, they are required to pay the Tuition Fees for the Subject(s).
- 2.9. Any payments received by UOWI towards a Student fee account will be applied first to the oldest outstanding fee debt by the due date or the oldest outstanding charge by the due date.
- 2.10. If a Student repeats a Subject after failing it or enrolls in another Subject in lieu of the failed Subject, the Tuition Fee for that Subject will again be payable.



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2.11. Details of approved payment options for payments to UOWI will be made available directly to Students and on UOWI's webpage.

3. Other Fees

3.1. In addition to Tuition Fees, other fees and charges may be associated with your study at UOWI.

3.2. Other fees include but are not limited to: late payment fees, administration fees, reinstatement fees and UOW Documentation fees.

3.3. The schedule of Administrative fees are outlined on UOWI's webpage.

4. Tuition Fee Instalment Plans

4.1. Students who may be experiencing financial difficulties paying all or part of their Tuition Fees by the Census Date may be eligible to access a Tuition Fee Instalment Plan. Information on eligibility for an Instalment Plan is outlined on UOWI's webpage.

4.2. The Tuition Fee Instalment Plan applies to Tuition Fees only and incurs a non-refundable administration fee even if the Student no longer requires an instalment plan and/or pays all of their Tuition Fees before Census Date.

4.3. Students requesting an instalment plan contract must file an application with UOWI as provided by the Student Administration Team and if approved are bound by the Terms and Conditions of the instalment plan contract.

4.4. Failure to meet the Terms and Conditions of the instalment plan will result in either a late payment fee and/or cancellation of enrolment as outlined in Clause 5.

4.5. Details of Tuition Fee Instalment Plans are outlined on UOWI's webpage.

5. Penalties for Non-Payment and/or Late Payment

5.1. Where a Student has an overdue debt with UOWI, or has failed to pay part or all their Tuition Fees by the Census Date (or as per their Instalment Plan), UOWI may apply a range of penalties, including:

- a. Cancellation of enrolment and which will result in the following:
 - i. the loss of insurance coverage under UOWI's liability insurance; and
 - ii. prevention of enrolment in the current or any subsequent sessions; and
 - iii. access to UOWI services and UOWI facilities withdrawn,
- b. restrict release of official credentials and/or documentation;
- c. restrict release of final Subject results;
- d. exclusion from degree conferral/graduation;
- e. application of Late Payment fees; and/or
- f. employment of a debt collection agency to recover outstanding debt.

5.2. Students who have their enrolment cancelled due to non-payment of Tuition Fees:

- a. will have 20 business days to pay all overdue fees to reinstate their enrolment;



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- b. will be charged a non-refundable reinstatement fee to reactivate their enrolment. The reinstatement fee will only be refunded if it is determined an administrative error was made by a UOWI Officer;
 - c. will not be entitled to a refund of any portion of Tuition Fees paid, unless Special Circumstances exist.
 - d. will only have their enrolment reinstated once all upfront Tuition Fees have been paid in full including any associated reinstatement and late payment charges.
- 5.3. Students who fail to have their enrolment reinstated within the 20 business days will not be permitted to reinstate into the Course of study from which they were cancelled. Students who fail to be reinstated will also be required to reapply for admission to their Course of study in the next available Study Period by contacting UOWI.

6. Sponsored Students

- 6.1. A Sponsored Student must be supported by a Financial Guarantee, which is issued by their sponsor. The Financial Guarantee must state the period of cover of the sponsorship for the individual Student as well as the Tuition Fees and charges for which the Sponsor will take responsibility.
- 6.2. It is the responsibility of Sponsored Students to ensure their Financial Guarantee is current by the relevant Study Period's Census Date. Students who fail to provide a Financial Guarantee will not be considered a Sponsored Student for that Study Period and are personally liable for their fees.
- 6.3. It is the responsibility of the Sponsored Student to seek approval from their Sponsor, prior to changes to their pattern of study or degree program. Any Course variations to enrolment or periods of study for a Sponsored Student will require a new Financial Guarantee.
- 6.4. UOWI will invoice Sponsors directly for Sponsored Student fees and charges which must be paid by the agreed due dates in accordance with formal sponsorship agreements.
- 6.5. All Tuition Fees must be paid by the due date of the invoice for each session of study. Failure by the Sponsor to make payment by the required date may result in penalties being applied to the Student as per Clause 5.
- 6.6. Where a Sponsored Student is determined to be eligible for a refund, any payments made by the Sponsor towards the Subject will be held in credit in the Student's account for future study, or refunded directly to the Sponsor at their request.

7. Tuition Fee Deposit Payment and Credit

- 7.1. Where a Student has paid a Tuition Fee Deposit as their initial fee payment to be eligible to enrol in a Course, as per their Valid Offer Letter:
 - a. If the Student withdraws before Course commencement, that Student will be eligible for a full refund of their Tuition Fee Deposit.
 - b. If the Student withdraws after Course commencement but before Census Date of their first Study Period, or fails to enrol in any subjects for a Study Period, that Student will be eligible for either:
 - i. a 75% refund of their Tuition Fee Deposit; or



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- ii. 100% of their Tuition Fee Deposit to be held on their account for use the next Study Period.
- c. If the Student withdraws after Census Date, that Student will not be eligible for any refund of their Tuition Fee Deposit. In these cases, the Tuition Fee Deposit will be held as non-refundable credit in their Student account for the period specified in Clause 13, after which it will be retained by UOWI.

7.2. Any credit, which is part of the Tuition Fee deposit, is non-refundable and will be held in the Student's Tuition Fee account for future use towards Tuition Fees and charges in accordance with Clause 13. This includes any credit, which is made available due to changes in enrolment, including but not limited to an approved reduced study load and credit for prior learning.

8. Refund or Credit Transfer Eligibility -Tuition Fees other than Tuition Fee Deposit

Except in their initial Study Period:

- 8.1. Where a Student withdraws from an enrolled Subject prior to Census Date, they will not incur a charge for the Subject. Subject withdrawal must be officially recorded with UOWI via an application as prescribed by the Student Administration Team. Students are eligible for a refund of any Unallocated Credit in this instance.
- 8.2. Students can elect to have the credit refunded, or have it remain in their account for future Subject(s) enrolment. Where UOWI is not able to refund the credit to the Student and the Student makes no contact with UOWI, the Unallocated Credit is forfeited after the period specified as outlined in Clause 13.
- 8.3. Students are not entitled to a refund of Tuition Fees if they have completed their Subject(s) or remain enrolled in the Subject(s) after Census Date, unless:
 - a. UOWI is satisfied that the Student has demonstrated, with independent supporting documentation that Special Circumstances apply to the Student; and
 - b. the Student has submitted a completed application to UOWI and at least one of the following applies:
 - i. the application is received by UOWI within 12 months of the date the Subject(s) were officially withdrawn from; or if the Subject is not withdrawn, within 12 months of the end of the Study Period for the Subject(s); or
 - ii. UOWI waives the requirement outlined in Clause 8.3b. i., based on the Student being able to demonstrate with Supporting Documentation that they were incapable of making their application before the end of that period.

9. Refund Applications

- 9.1. Refund applications will be assessed, on receipt of a completed application, by the relevant Delegated Authority.
- 9.2. A completed application must include:



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- a. the submission of a completed application form as provided by the Student Administration Team; and
 - b. if relevant, a statement outlining Special Circumstances; and
 - c. Supporting Documentation verifying any Special Circumstances.
- 9.3. UOWI will advise Students in writing of the refund outcome within 20 business days from when the completed refund application is received by UOWI.
- 9.4. For approved refunds, UOWI will process a refund to the original payment source made by the Student in accordance with Indian banking laws. Students must provide the original bank account details from which the payment was made. If the payment was made through Flywire it is returned to Flywire. In these cases the student must negotiate a refund with Flywire directly.
- 9.5. Where a Student has Unallocated Credit in their account for which they are eligible for a refund, it will be dealt with in accordance with Clause 13.

10. Special Circumstances

- 10.1. For the purpose of this Policy, Special Circumstances apply if UOWI 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 relevant Census Date for that Subject; and
 - c. means that it is impracticable for the Student to complete the requirements for the Subject in the Study Period or intake during which the Student commenced, or was due to commence the relevant Subject.
- 10.2. Special circumstances do not include, for example:
- a. lack of knowledge or understanding of this Policy, visa conditions or Indian legislation;
or
 - b. a failure to follow correct UOWI procedures.

11. Supporting Documentation

- 11.1. Students applying for a refund on the basis of Special Circumstances must submit supporting documentation which verifies their circumstances. Documentation must be submitted in English, or be a certified and signed translation.
- 11.2. The submission of fraudulent documentation is regarded as serious misconduct and will be managed in accordance with the UOW Student Conduct Rules and its associated procedures. The matter may also be referred to the police, and/or other relevant government authorities.

12. Appeals

- 12.1. Students may appeal the decision of the UOWI Campus Director with regard to refund or transfer requests in the following circumstances:



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- a. if this policy was not followed;
- b. if procedural fairness was not provided to the Student; or
- c. if there are any Special Circumstances (Supporting Documentation must be provided in this case).

Stage 1 Appeals – Campus Director

12.2. An appeal must first be made in writing to the Campus Director within 10 working days of the decision and the Campus Director's office will communicate the decision to the Student within 10 working days after receiving an appeal.

Stage 2 Appeals – Executive Director, Commercial and Legal

12.3. An appeal of a Stage 1 decision (a Stage 2 Appeal) must be made in writing to the UOWGE Executive Director, Commercial and Legal within 10 working days of the Stage 1 decision and the decision must be communicated to the Student within 10 working days after receiving a Stage 2 appeal.

Stage 3 Appeals - Gujarat State Consumer Disputes Redressal Commission

12.4. Students must communicate their intention to make an external Stage 3 appeal within 10 working days of receiving the Stage 2 decision. An appeal of a Stage 2 decision (a Stage 3 Appeal) must be made in writing to the Gujarat State Consumer Disputes Redressal Commission, which will be dealt with in accordance with their timeframes as set out on their website: <https://cdrc.gujarat.gov.in/index.htm>

13. Unallocated Credits

- 13.1. Any Unallocated Credit held in a Student's account that forms all or part of the Tuition Fee Deposit is non-refundable except in the circumstances and to the extent specified at Clauses 7.1-7.2 of this Policy
- 13.2. Any Unallocated Credit will be held in a Student's account for 12 months (**Holding Period**).
- 13.3. During the Holding Period, a Student may apply to have their Unallocated Credit refunded, or applied to a Subject(s) to pay the relevant Tuition Fee(s), or a portion of relevant Tuition Fee(s).
- 13.4. If no instructions have been received from the student by the end of the Holding Period, any Unallocated Credit remaining in a Student's account will be deemed to have been abandoned by the Student and the Student expressly waives any rights to the Unallocated Credit which will be retained by UOWI as the new legal and beneficial owner of those funds.

14. Records

14.1. Financial records will be maintained by the Campus Director's Office.

15. Disclaimers

15.1. This Policy and the right to make complaints and seek appeals of decisions and actions under various processes do not affect the rights of the Student to take action under the Indian and/or Australian Consumer Protection Law (to the extent applicable).

16. Definitions



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Word/Term	Definition (with examples if required)
Census Date	The Census Date is the official deadline to finalise enrolment and fees for a Study Period.
Completed Refund Application	An online refund application received by UOWI, signed by the Student and accompanied by all necessary Supporting Documentation to assess the application.
Course	a UOWI course of study that a Student is enrolled (or can be enrolled) in.
Credit Point	The value attached to a Subject.
Deferment	The result of a request by an applicant that has met the conditions for entry in a Course of study to postpone the commencement of study to a later session.
Delegated Authority	A person given authority to perform a function or task under the UOWI Delegations of Authority Policy.
Exclusion	A decision whereby a Student's registration is terminated for a defined period. The Student must apply directly to UOWI for re-admission at the conclusion of the period of exclusion should re-admission be sought.
Financial Guarantee	An official declaration from a Student's sponsor, on official letterhead, stating that a Student is sponsored for study at UOWI. The financial guarantee letter will include Student details, program being sponsored for and details of sponsorship.
Flywire	Flywire is a secure international payment gateway.
Reinstatement Fee	A non-refundable fee charged to a Student to reinstate their enrolment in Subject(s) following cancellation of enrolment.
Restricted Enrolment	Where a Student is indebted to UOWI, they will be unable to access official UOWI credentials and/or documentation including receiving final Subject results.
Special Circumstances	Are set out at clause 10
Sponsor	A third party who pays the fees and charges on behalf of a Student and has a formal sponsorship agreement or arrangement with UOWI. In some cases, this can be UOWI itself.
Sponsored Student	A Student for whom Tuition Fees and charges are paid by a Sponsor.
Student	A Student of UOWI.
Study Period	A trimester period within a Course in which a Student is enrolled unless the Student has been granted a deferral or a leave of absence.



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Subject	A self-contained unit of study identified by a unique code.
Supporting Documentation	Is set out in clause 11.
Tuition Fees	The fees payable by the Student to UOWI for the cost of providing the Course or Subject to the Student.
Tuition Fee Deposit	Portion of Tuition Fees, as outlined in a Valid Offer Letter, paid by a Student after accepting their offer and paid prior to enrolment.
Tuition Fee Instalment Plan	A flexible payment plan for Tuition Fees only and for major sessions such as Autumn and Spring Trimesters. Eligible Students who are having difficulty paying Tuition Fees to UOWI may apply for an Instalment plan.
Unallocated Credit	Positive balance in a Student fee account with UOWI.
UOW	University of Wollongong
UOWI or University	UOW acting through its Indian branch campus, located at GIFT IFSC, Gujarat, India.
Valid Offer Letter	The most-current letter of offer of admission into a place in a Subject or Course of study at UOWI, signed or otherwise accepted by a Student.

17. Version Control and Change History

Version Control	Date Effective	Approved By	Amendment
1	27 th May 2024	UOWGE Executive Director, Commercial and Legal	Version 1