

Policy and Procedure



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Name: **Refund and Tuition Fees**
Approved by: Board of Directors
Last reviewed: 5 December 2017

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SECTION 1 - INTRODUCTION

PURPOSE

This policy contains requirements that apply to all enrolments and payment of tuition fees by both local and international students.

This Policy is divided into two related Parts. Part One comprises Sections 1 – 16 and is also referred to as the 'Refund and Privacy Policy'. The Refund and Privacy Policy forms part of the written agreement that the University is required to have with local and international students. Part Two comprises Sections 17 – 22 and deals with the determination and payment of tuition fees, enrolment fees and other matters.

SCOPE

The policy applies to all prospective and currently enrolled local and international students studying at Swinburne University of Technology Sarawak Campus.

DEFINITIONS

Word/Term	Definition
Commencement of a course	The official semester commencement date shall be deemed to be the date of commencement of the MPU course or the core course whichever is earlier. Where applicable, the commencement of a course also includes course offered in the summer/winter term
Commencing Students	Students commencing a new course
Continuing Students	Students who are continuing to enrol in a course in which they have previously been enrolled
Electives Plus	Electives Plus gives students options to broaden their career skills and strengthen their employability by selecting from units outside their course discipline. It is an initiative aimed at integrating career skills development into the undergraduate curriculum
Enrolled Student	A student who has enrolled with Swinburne University of Technology Sarawak Campus and has paid some or all fees and charges as stipulated by the University. A student who has not enrolled with the University but has paid some or all fees and charges is deemed to have enrolled.
Finance	Finance and Business Analysis
Financial Aids	Collectively means Scholarship, Study Loan, and Instalment Payment Plan
GST	Goods & Services Tax (wef 1 April 2015)
IDM	Immigration Department of Malaysia
Intake fee structure	Will determinate which tuition fee a student naturally falls into
International deposit	The deposit sum required as security for the guarantee that the international student to whom the student pass is issued will comply with the provisions of the Ordinance and of any regulations made under, and with any conditions imposed in respect of, or instructions endorsed on the student pass, as required/prescribed by Regulation 18 of the Immigration Regulations, 1963
Long semester	Teaching period of 12 weeks and above
MPU	Mata Pelajaran Umum
Professional Accounting Course	Collectively for Association of Chartered Certified Accountants, UK (ACCA) and Certified Practising Accountants, Australia (CPA)
Scholarship	Financial aid given by Swinburne or sponsor which the student is not required to repay

Word/Term	Definition
Short semester	Teaching period less than 12 weeks
Student Exchange - Outgoing	Undergraduate students enrolled at SUTS undertaking a student exchange program at Swinburne University of Technology, Melbourne (SUTM) or at any of its partner institutions.
Study Loan	Financial aid given by sponsor which the student is required to repay after completion of study
Unclaimed Moneys	Moneys which are legally refundable to the student but have remained uncollected for a period of two (2) year after they have become claimable. This includes student excess payment and refundable deposit.
Year of enrolment	Swinburne University of Technology Sarawak Campus fiscal calendar year that begins on 1 Jan and ends on 31 December.

LEGISLATIVE CONTEXT

Name	Location

SECTION 2 POLICY

PRINCIPLES

The policy exists to ensure proper handling and authorisation in refund processing. In addition, the policy will ensure all the necessary procedures are being carried out smoothly and efficiently amongst the staff and various units. The policy on the refund of tuition fees constitutes a written agreement between Swinburne and all the students. The agreement is formed when a student delivers their acceptance form.

POLICY

1	Payment of Refunds
1.1	Refunds of fees paid, less deductions provided for in this policy, will be made if students apply to Finance within the refund application period as prescribed in this policy. 1.1.1 Students seeking a refund while in Malaysia must complete and submit the <u>Refund Request Form</u> , available from the Cashier Counter and Swinburne official website. Appropriate supporting documentation must be provided with the Refund Request Form. 1.1.2 International students seeking a refund while in Malaysia must include in their <u>Refund Request Form</u> and appropriate supporting documentation. E.g. evidence of arrangements for departure from Malaysia or acceptance into another course of study. 1.1.3 International students seeking a refund while outside Malaysia must include in their refund request letter; the student's contact details, reasons for the refund request, the name of the person to whom the refund is to be made, and payment details. Appropriate supporting documentation must be provided with the letter. 1.1.4 Applications for refunds must be made within 12 months of the event occasioning the refund as prescribed in this policy.
1.2	If the refund payment is made to a third party's bank account, the student must include an <u>Authorisation Letter</u> , available from the Cashier Counter and Swinburne official website, with the refund application indicating the name and payment details of the beneficiary.
1.3	In order for a refund to be payable, the funds must be available (eg. Cheques are cleared, telegraphic transfers received), and any debts to Swinburne must be paid in full or the outstanding amounts will be deducted from the refund.
1.4	Approved refunds will be made in Ringgit Malaysia within four (4) weeks of receipt of a written request (if overseas) or receipt of the <u>Refund Request Form</u> from students. Where applicable, copies of required documents should also be furnished by students.
1.5	Swinburne reserves the right to retain the amount of any agent or success fee incurred by Swinburne in recruiting a student, in addition to any other amount Swinburne is entitled to retain under this policy.
1.6	This policy applies to all students irrespective of who pays the fees.
1.7	Where a student's fees are paid by a sponsoring body or scholarship agency invoiced by Swinburne, any refund payable will normally be made to that body.
1.8	An administration fee will apply if a refund has to be re-issued on the basis of incorrect or incomplete information supplied by the student.
1.9	Swinburne reserves the right to retain the full fee paid where an offer was made on the basis of fraudulent documents.
2	Refund of Tuition Fees
2.1	Subject to the conditions of 1.4, a full refund of tuition fees will be provided if: 2.1.1 an offer of a course is withdrawn prior to commencement, except where the offer was withdrawn on the basis of incorrect or incomplete information supplied by the student; or 2.1.2 a student does not meet the conditions stated on their offer letter; or

	<p>2.1.3 a student is not permitted to enrol or re-enrol due to failure to meet academic progression requirements; or</p> <p>2.1.4 a student has their student visa application refused (applicable to international students only)</p> <p>2.1.5 a student who has accepted a course transfer to Swinburne, Melbourne.</p>
2.2	If a commencing student decided to withdraw from the offer or has their enrolment cancelled before the commencement of a course, refund of tuition fees, less 10% of the fees payable stated in their offer letter or the fees incurred in the enrolment subjected to section 2.3 and 2.4 below.
2.3	<p>If a commencing or continuing student enrolled in a course running on a short semester;</p> <p>2.3.1 A refund of tuition fees, less 50% of the fee payable if student withdraws, takes a leave of absence, or has their enrolment cancelled within two weeks after the commencement of a course.</p> <p>2.3.2 No refund is payable if a student enrolled in a course withdraws, takes a leave of absence, or has their enrolment cancelled after two weeks of the commencement of a course.</p>
2.4	<p>If a commencing or continuing student enrolled in a course running on a long semester;</p> <p>2.4.1 A refund of tuition fees, less 50% of the fee payable if student withdraws, takes a leave of absence, or has their enrolment cancelled within four weeks after the commencement of a course.</p> <p>2.4.2 No refund is payable if a student enrolled in a course withdraws, takes a leave of absence, or has their enrolment cancelled after four weeks of the commencement of a course.</p>
2.5	Where a commencing or continuing student takes leave of absence within four weeks of the commencement of a course, money paid will be retained as a deposit for the course. If the student returns to study after the allowed period of leave, the pre-paid fees will be used to pay the fees in the relevant study period. If the student does not return to study after the allowed period of leave, the refund provisions for students in Section 2 of this policy apply. Students must apply for a refund within the refund application period as specified in Section 1 of this policy.
2.6	The refund policy is also applicable to students under the study abroad or exchange program.
3	Refunds in Exceptional Circumstances
3.1	<p>Exceptional circumstances may be accepted as grounds for a full or partial refund of any pre-paid tuition fees, where a student would not otherwise be eligible for a refund, at the discretion of Finance. Exceptional circumstances include but are not limited to:</p> <p>3.1.1 A major illness or disability affecting the student; or</p> <p>3.1.2 The death of the student or a close family member (parent, sibling, spouse, or child); or</p> <p>3.1.3 A political, civil or natural event in the student's home country that prevents the student from continuing their study in Malaysia</p>
4	Change of Intake
4.1	Commencing students, who wish to change to a later intake, must notify Marketing & Student Recruitment in writing prior to the course commencement date. A new offer will be issued advising of their new course commencement date, subject to course availability. A place may only be deferred for up to 12 months.
4.2	Where a student changes intake any monies paid to accept the course will be retained as a deposit. The intake fee structure where tuition fee is determined is subject to changes in accordance to provision in Section 17.
4.3	If, after changing intake, a student gives written notice that they do not intend to take up their place, the refund provisions for students in Section 2 of this policy apply. Students must apply for a refund within the refund application period as specified in Section 1 of this policy.
4.4	It is possible that changing intakes may affect a student's visa. Students are advised to contact Marketing & Student Recruitment to ascertain any impact on their visa (applicable to international students only).

5	Refunds for Units of Study
5.1	A full refund of tuition fees for those units of study will be provided if 5.1.1 a student withdraws from the unit(s) of study that does not meet the pre-requisite requirement. 5.1.2 a student has time-table clashes (proof of a clash has to be submitted to Finance). 5.1.3 a student is not approved to enroll into the unit of study by the Faculty (it must be acknowledged by the co-ordinator).
5.2	A commencing or continuing student enrolled in a course running on a short semester who withdraws from units of study (but not the course) will be entitled to the following refund of tuition fees for those units of study if: 5.2.1 A refund of unit tuition fees, less 50% of the fee payable if a student enrolled in a course withdraws from units of study within two weeks after the commencement of a course. 5.2.2 No refund is payable if a student enrolled in a course who withdraws from units of study after two weeks of commencement of a course.
5.3	A commencing or continuing student enrolled in a course running on a long semester who withdraws from units of study (but not the course) will be entitled to the following refund of tuition fees for those units of study if: 5.3.1 A refund of unit tuition fees, less 50% of the fee payable if a student enrolled in a course withdraws from units of study within four weeks after the commencement of a course. 5.3.2 No refund is payable if a student enrolled in a course who withdraws from units of study after four weeks of commencement of a course.
5.4	Students enrolled under the study abroad or exchange program who withdraw from units of study (but not the course) are not entitled to any refund.
6	Electives Plus Teaching Period
6.1	An optional Electives Plus may be offered in some courses during the summer/winter teaching period. Students may be able to complete units of study in this teaching period which can be credited toward their course.
6.2	No refund will be provided for enrolments in the Electives Plus program after commencement of teaching period.
7	Professional Accounting Course
7.1	Tuition classes for professional accounting course may be offered to qualified student who wished to undertake the professional qualification.
7.2	The fee for the course is subject to the GST.
7.3	Student is required to make full payment in advance before registration for the course.
7.4	No refund will be provided for enrolments in the Professional Accounting Course after commencement of teaching period.
8	Non-Refundable Fees
8.1	The local student application fee, international student processing fee and insurance premium are not refundable.
8.2	Where a materials fee or other fees related to the courses, which is separate from the tuition fees, is payable for a course, these fees are not refundable.
9	Full Refund of Tuition Fees
9.1	Notwithstanding anything in this policy, a full refund of tuition fees will be provided within two (2) weeks of the default day if: 9.1.1 Swinburne does not commence a course, or a revised accredited course on the agreed start date; or 9.1.2 Swinburne is unable to continue to provide a course or a revised accredited course to a student after commencement but prior to completion; or

	<p>9.1.3 A course cannot be provided in full and a student has not withdrawn prior to sanctions being imposed on Swinburne. And the student has not withdrawn before the default day.</p>
9.2	In the event of a course not being delivered, Swinburne may offer a student a place in an alternative course at Swinburne's expense. Where a student accepts the alternative course in writing, Swinburne is relieved of its liability to pay a refund under 9.1.
10	Refund of International Deposit
10.1	<p>A full refund of international deposit will be provided to:</p> <p>10.1.1 A commencing or continuing student who has completed the course; or</p> <p>10.1.2 A commencing or continuing student who has been accepted and have transferred the course to Swinburne University of Technology, Melbourne; or</p> <p>10.1.3 A commencing or continuing student who has withdrawn from the course.</p>
10.2	No refund will be provided for a commencing or continuing student who had been deported by the IDM. However, the student is entitled to the other pre-paid fees less fee payable, as specified in Sections 2 and 8 above.
11	Unclaimed Moneys
11.1	Pursuant to the provisions of the Unclaimed Moneys Act 1965, the University is obliged to surrender the unclaimed moneys to the Registrar of Unclaimed Money (JANM).
11.2	Queries regarding unclaimed moneys already sent should be referred to the Registrar of Unclaimed Money (JANM) (information available at www.anm.gov.my). The owner of the unclaimed moneys may recover the moneys from the Registrar in accordance to Part II of the Act.
12	Grievance Handling
12.1	Any grievance regarding issues administered by Finance and any petition regarding decisions relating to this policy should be lodged in writing and addressed to the Registrar and the Manager, Finance within 20 working days of the event giving rise to the grievance or the student receiving the original decision from the University.
12.2	A review of a student's grievance/petition will commence within 10 working days of the written grievance/petition being lodged. The student will be given a written statement of the outcome of their grievance/petition, including reasons for the outcome.
12.3	Any decision made on the grievance/petition shall be considered within the University's policies, statutes and regulations.
13	Student Administration Ancillary Fees Schedule
	The University charges a range of ancillary fees which can be viewed in the Student Administration Ancillary Fees Schedule Policy which is available in the Swinburne official website.
14	Personal Data Protection Act 2010 on Sharing of Personal Information
	Personal information about students is collected as part of the application and enrolment process and during their ongoing enrolment at Swinburne, to ensure student compliance with the conditions of their visas and their obligations under Malaysian immigration laws generally. Information collected about students can be provided, in certain circumstances, to the Malaysian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition. In other instances information collected can be disclosed without a student's consent where authorised or required by law.
15	Student's Obligation to Notify Change of Address
	Students must advise Swinburne Student Engagement of any changes in their correspondence and permanent addresses and phone numbers (including mobile phone number) and personal email address within seven days of the change.

16	Student's Obligation to Maintain Visa and Insurance
	International students must ensure that they maintain a valid visa and insurance required by the Immigration Department of Malaysia (IDM). Swinburne will arrange for the insurance as required by the IDM for the students. However, students are responsible to pay for the insurance premium. Student is also responsible for the application for the visa renewal one month before expiry.
17	Tuition Fees
17.1	Tuition fee is charged based on the standard full time study load of a course.
17.2	Students who undertake more or less than the standard full time study load in a teaching period will have their fee adjusted accordingly.
17.3	Students who enrol from 2009 to 2012 will be charged the annual tuition fee applicable at the time of enrolment into their course. Fees may be subject to no more than a 5% increase per annum in each subsequent year of enrolment.
17.4	Students who enrol from 2013 to 2014 will be charged the tuition fee applicable at the time of enrolment into their course. Fees may be subject to no more than a 5.5% increase per annum in each subsequent year of enrolment.
17.5	Students who enrol from 2015 onwards will be charged the tuition fee applicable at the time of enrolment into their course. Fees may be subject to no more than a 7% increase per annum in each subsequent year of enrolment.
17.6	Students who transfer from one course to another at the same level and within the same discipline, the previous intake fee structure remain applicable
17.7	Students who transfer from one course to another at the same level but to a different discipline, the new intake fee structure of the new discipline is applicable. For example, student transfer from Engineering to Business course, or Double Degree Engineering to Single Degree Engineering course, the new intake fee structure of the latter courses apply.
17.8	Students who progress to another course at a different level after completing the previous course, the new intake fee structure of the new course is applicable. For example, student progress from Bachelor Degree to Postgraduate course, the new intake fee structure of the Postgraduate course applies.
17.9	Students who progress to another course at the same level after completing the previous course, the new intake fee structure of the new course is applicable. For example, student completed Bachelor of Business (Accounting) and progress to Bachelor of Computer Science, the new intake fee structure of the latter course applies.
17.10	Students who had withdrawn or been excluded or has been absent for more than the allowed period of leave and re-apply to study with Swinburne, the new intake fee structure of that course is applicable.
17.11	Students who transfer from one course to another at a different level, the new intake fee structure of the new course is applicable. For example, student currently in a Foundation course is now able to transfer to a Degree course without completion of the Foundation course (due to exemption), the new intake fee structure of the Degree course applies.
17.12	Students who enrol into a single unit of study which does not contribute to the completion to current enrolled course, the unit fee will be based on the new intake fee structure of the course where the unit belongs to. For example, an Engineering student who takes a Business unit as a single unit of study, the unit fee will be based on the new intake fee structure of the Business course.
17.13	Commencing students who change their intake must pay the tuition fee applicable at the time of enrolment into the course.

17.14	Continuing students who apply leave of absence must pay the tuition fee applicable at the time of enrolment into the course.
17.15	Additional tuition fees are payable if: 17.15.1 a student is enrolling in an additional unit of study with the approval of their School discipline. The approval is subject to availability of a place and that the unit of study does not clash with the other already enrolled units of study; or 17.15.2 a student is repeating a failed unit(s) of study.
17.16	Commencing international students must pay all outstanding dues specified in their offer letter and provide the documentation required by Swinburne before proceeding to visa application.
18	Payment of Tuition Fee
18.1	By submitting the <u>Offer Acceptance Form</u> or paying the deposit, a student is deemed to have entered into a contract to pay the tuition fees by the due dates.
18.2	Tuition fees for both commencing and continuing students are normally payable within seven (7) working days after the commencement of the semester.
18.3	Tuition fees for both commencing and continuing students enrolled after the commencement of the semester are payable within seven (7) working days after the Fee Invoice date.
18.4	The University will not be liable for any discrepancies or shortfall (e.g. bank charges, loss in foreign currency exchange, etc) from the payment made by the currencies other than Ringgit Malaysia and the same shall be borne by the students. If there are any such discrepancies or shortfall, then the said discrepancies or shortfall must be fully paid to the University before the students are considered to have fully paid the fees.
18.5	Students undertaking a course with teaching periods outside the standard academic year may be required to make additional payments.
18.6	Students undertaking additional units outside the standard academic year for their course are subject to the due dates specified by Swinburne.
18.7	Where full payment is not received by the due date, penalties are payable and one or all of the following may occur: 18.7.1 The student's enrolment will be cancelled. For international students, IDM will be informed of the enrolment cancellation, which may result in the student's visa being cancelled. 18.7.2 Student access to university facilities will be blocked. 18.7.3 The student will not be permitted to sit for examinations. 18.7.4 The student's official results and award will be withheld. 18.7.5 The student will not be permitted to re-enroll at Swinburne. 18.7.6 A re-enrolment penalty, in addition to the late payment penalty, will apply. 18.7.7 Student will only be allowed to re-enrol after paying the outstanding fee including the late payment and re-enrolment penalties.
18.8	Students who fail to pay their tuition fees by the due dates because they did not receive their Enrolment Summary and Fee Invoice will not be exempted from the provisions in this section. It is the student's responsibility to ensure that they familiarise themselves with the payment due dates set and check their electronic correspondence with the University.
18.9	Students receiving financial aid may be granted special arrangements by the University.
19	Extension of Payment
	Continuing students whose financial position has been affected by circumstances beyond their control may apply to extend the due date of payment. The application must be made in writing to the Finance Manager, prior to the due date and accompanied by evidence of financial hardship. Fee extensions will only be granted in exceptional circumstances.
20	Repeating Units of Study
20.1	Students who repeat units of study must do so at full cost

20.2	Repeating units of study is not automatic and is subject to Swinburne's progression requirements. Restrictions apply to international students holding student visas extending the duration of their course.
21	Financial Aids
21.1	Students on financial aid are required to maintain academic standards and comply with any other conditions in accordance with the terms of the aid, otherwise the aid may be cancelled.
21.2	Where two or more scholarships have been offered to a student, only the scholarship of greater value will be applied to the student's tuition fee. A student is only entitled to one scholarship from any organisation.
21.3	Students on financial aid other than a Swinburne scholarship, who wish Swinburne to invoice their sponsor for tuition fees must provide Swinburne with an official letter from their sponsor confirming: 21.3.1 what costs incurred by the student are to be invoiced. 21.3.2 the duration of the scholarship 21.3.3 the student's personal details as well as the contact person and address for sending the invoices. Upon receipt of the letter, Swinburne will invoice the student's sponsor directly for teaching periods thereafter.
21.4	Where a student's financial aid does not cover the entire tuition fee payable for a teaching period, the student remains liable for any unpaid amount by the specified due dates.
22	Student Exchange - Outgoing
22.1	Students intending to participate in an Student Exchange program must pay all tuition fees (in Ringgit Malaysia), including health & medical insurance fee (if applicable) due for the total duration of the exchange to Swinburne Sarawak in advance prior to leaving for exchange.

SECTION 3 - PROCEDURE

PROCEDURE

	Procedure steps	Responsibility
1	Refunds	
1.1	Submit 'Refund Request Form' or refund request letter.	Student
1.2	Process refund and provide to student, sponsor or other authorised third party.	Finance
2	Change of Intake	
2.1	Notify Marketing & Student Recruitment of wish to change intake period.	Commencing Student
2.2	Issue amended offer, if change of intake is possible.	Marketing & Student Recruitment
3	Grievance Handling	
3.1	Student submits written grievance/petition within 20 working days of relevant decision.	Student
3.2	Review of student's grievance/petition commenced within 10 working days of submission.	The Registrar (or nominee) and Manager, Finance (or nominee).

SUPPORTING DOCUMENTATION

Forms and Records Management

Form	Retention Time	Retention Location
Refund Request Form / Refund request letter		Website
Offer Acceptance Form		
Authorisation Letter		

Related Material

Name	Location	Document Type
Enrolment Policy	Policies & Procedures Directory	Policy
Student Administration Ancillary Fees Policy	Policies & Procedures Directory	Policy

SECTION 4 - GOVERNANCE

RESPONSIBILITY

Policy Owner	Manager, Finance and Business Analysis
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VERSION CONTROL AND CHANGE HISTORY

Version Number	Approval Date	Approved by	Amendment
7	5 December 2017	Board of Directors	<ul style="list-style-type: none"> Clarification of the existing sections to ensure consistency of practices, where examples was included. Insert new section to cover for the Professional Accounting Course and Single Unit of Study. Miscellaneous house-keeping e.g. re-naming the units in charge, clarification of existing definitions, adding new definitions, delete redundant definitions and restating the location of the documents in Swinburne Website.
6	22 January 2015	Board of Directors	<ul style="list-style-type: none"> Clarification of the existing section and insert new section to ensure consistency to the application of the tuition fee increment based on the time of enrolment into the course. Insert new section to cover for the Student Exchange-Outgoing. Miscellaneous house-keeping e.g. re-naming the terminology and adding on new definition.
5	25 October 2013	Board of Directors	<ul style="list-style-type: none"> Insert new sections to replace the existing sections to cover the refund applicable on withdrawal from unit of study or course for students enrolling into short and long semesters. Clarification on the conditions for full refund of tuition fee for units of study. Miscellaneous house-keeping e.g. adding on new definitions and deletion of redundant sections.
4	15 April 2013	Board of Directors	<ul style="list-style-type: none"> Clarification of the existing section and insert new sections to ensure consistency to the application of the tuition fee increment based on the time of enrolment into the course. To explain on the fee structure applicable for students who transfer or progress from one course to another course. Insert new sections to cover for Unclaimed Moneys Include more information for the existing sections on students' obligation to notify change of address and maintain visa and insurance.

Version Number	Approval Date	Approved by	Amendment
			<ul style="list-style-type: none"> Miscellaneous house-keeping e.g. clarification of current definitions, adding on new definitions, restating the location of the documents and restating the responsibility in the grievance handling.
3	22 July 2011	Board of Directors	<ul style="list-style-type: none"> Insert new sections to formalize current practice on refund, tuition fees payment due date and treatment to discrepancies or shortfall from the payment made by currencies other than Ringgit Malaysia. Insert new section on Ancillary Fees. Clarification on the treatment of pre-paid fee for students taking leave of absence. Miscellaneous house-keeping e.g. clarification of current definition, adding on new definition, deletion of redundant definition, renaming of the terminology and inclusion of The Registrar in the Procedure and document in the Supporting Documentation Section.
2	14 July 2009	Board of Directors	<ul style="list-style-type: none"> Clarification to the refund process. Insert new section to cover refund for international deposit.
1	20 May 2009	Board of Directors	<ul style="list-style-type: none"> Written into new format. Previously the Refund Policy was approved by SMT.

POLICY & REGULATIONS DIRECTORY REQUIREMENTS

CATEGORY
Financial Services

KEYWORDS
Refund, tuition fee