1. PURPOSE/OBJECTIVE

This policy sets out the conditions under which the refund of course fees may be granted to international students, and defines how refunds will be administered by Curtin University Sydney.

The policy on the refund of tuition fees has been determined in accordance with the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (“the National Code 2007”), the Education Services for Overseas Students Act 2000 (“ESOS Act 2000”) and Education Services for Overseas Student Regulations 2001 (“ESOS Regulations 2001”).

2. APPLICATION

This policy applies to all commencing and continuing international students irrespective of who pays the tuition fees.

Important Note: In the event that –

a. Curtin University Sydney does not start the course on the agreed starting date; or
b. the course ceases to be provided by Curtin University Sydney at any time after it starts but before it is completed; or

the course is not provided in full to the student because a sanction has been imposed on Curtin University Sydney under Part 6 of the ESOS Act 2000 and the student has not withdrawn before the day of default,

All tuition fees paid by the student are fully refundable within two weeks after the default day in accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

3. POLICY STATEMENT

Refunds -

• A student who fails to obtain a visa or meet the conditions on the letter of offer is eligible for 100% refund. In the event of misconduct or provision of fraudulent or forged material, the full first study period tuition fee will be retained by the University.

• In the event that an offer of a place is withdrawn because the offer was made by Curtin University Sydney on the basis of incorrect or incomplete information by the applicant/student the tuition fees paid for the semester are refundable less an administrative fee of up to 10% for one semester.

• In the event that an offer of a place is withdrawn or the University is unable to provide the course, all tuition fees paid for the semester are fully refundable, unless the offer was made on the basis of incorrect or incomplete information by the applicant/student, in which case Curtin University Sydney reserves the right to retain up to 10% of the fee for one semester.

• Where a commencing student after accepting an offer of a place gives a minimum of ten weeks’ written notice before the commencement of the semester, of inability to undertake
the course, the tuition fees paid for the semester are refundable less an administrative fee of up to $550. When a continuing student notifies of withdrawal or intention not to commence a course prior to the commencement date, the student is eligible for 100% refund.

- Where a commencing student gives less than ten weeks’ written notice before the commencement of the semester of inability to undertake the course, 90% of the tuition fees paid for the semester are refundable.

- Where a commencing student withdraws from a course after the commencement of the course but before census date*, 50% of tuition fees paid for the semester are refundable. When a continuing student notifies of withdrawal or intention not to commence a course after the commencement date but before census date, the student is eligible for 50% refund.

- Where a student withdraws from a course after the census date (four weeks after commencement of the course), the student forfeits 100% of tuition fees and is not eligible for any refund except approved under special circumstances.

- In the event a student is terminated from the university, the student is eligible for 100% refund.

**Refunds in exceptional circumstances**

Where a student or the student’s personal representative gives written notice prior to census date* that he or she is withdrawing from a course due to exceptional circumstances being:

- illness or disability; or
- death of the student or a close family member (parent, sibling, spouse or child) or;
- a political, civil or natural event which prevents full payment of fees or the student’s attendance;

Curtin University Sydney, as applicable, may in its sole discretion grant a total or partial refund of tuition fees subject to the provision of documentary evidence in support of the application. In special circumstances, Curtin University Sydney reserves the right to retain an administrative fee of $550.

**Deferral of studies**

Where a student, after accepting an offer of a place, gives written notice, any time prior to census date*, of their intention to defer their place in the course to the next available intake, all tuition fees will be transferred to the next available intake. The “next available intake” may be the following semester, or the following year, depending on the course. A place may be deferred for up to 12 months. If, after deferring, a student gives written notice that they do not intend to take up their deferred place, 50% of the tuition fees paid are refundable.

**No refunds**

A student who withdraws or defers from a course for whatever reason after census date* shall not be eligible for a refund of tuition fees paid. Note: This also applies to continuing students.

A student, who is reported for non-commencement during the required period of study, shall not be eligible for a refund of tuition fees paid for that semester and will be liable for any additional fees charged. Note: This also applies to continuing students.

In the event of misconduct or the provision of fraudulent or forged material, the full first study period tuition fee will be retained by the University. Note: This also applies to continuing students.
Fee refunds related to International students who obtain permanent resident visa status.

- An international student who is granted Permanent Resident status in Australia is eligible to pay the Domestic Student fees. Permanent Resident status is recognised from the date stamped on the student’s passport, not the date on which the application for status is made. A student must show proof of stamped passport details before commencement date in order to be eligible to pay domestic fees. If the student has already paid the tuition fees applying to international students for the semester, the difference in fees will be credited back to the student account for future use.

- If the student has obtained residency after commencement date, the student must pay international tuition fees and will be classified as an international student for the remainder of that semester.

Student ‘Request for Release’ and Refunds

When a student who has not yet completed 6 months of study in their principal course requests a release from Curtin University Sydney, this release may be granted in exceptional circumstances (see Transfer between Registered Providers policy). A student may be entitled to a refund, subject to the conditions stated in this document.

Agreement

When the student signs the acceptance of offer to study at Curtin University Sydney, the Refund policy becomes a written agreement between Curtin University Sydney and the student for the purposes of the ESOS Act 2000 and the National Code.

Payment of refunds

- Students seeking a refund must fill in the Student Refund form.

- Refunds will be paid to the student within 4 weeks after receipt of a written claim from the student.

Appeal against Refund

- If a student is dissatisfied with the outcome of an application for a refund, a written appeal may be submitted to the Campus Director. The appeal should be clearly marked Appeal against Refund Application Outcome and must contain information on circumstances not previously presented or considered in the original application and be accompanied by relevant documentation supporting the basis of the appeal.

- Any decision made by Curtin University Sydney relating to the refund of fees is subject to review by the Overseas Student Ombudsman. See the Overseas Students Ombudsman website www.oso.gov.au or phone 1300 362 072 for more information.

- This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.
Privacy Statement

- Any information collected from you by the University will be handled in accordance with the University's policy on maintaining the confidentiality and privacy of information.

4. DEFINITIONS

- **Overseas Students**
  Means a person (whether within or outside Australia) who holds a student visa.

- **Census Date**
  The last day to withdraw from a unit or a program without penalty. Curtin University Sydney census dates are available on the website.

- **Packaged Program**
  A program that includes multiple courses, which may or may not be wholly provided by Curtin University Sydney.

- **Appropriate Evidence**
  Appropriate evidence may include a medical certificate, police or court reports, letter from a Counsellor, depending on the nature of the issue.

5. RELATED DOCUMENTS

- Student Refund Form
- Transfer between Registered Providers Policy
AMENDMENT HISTORY

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