

# Refund Policy

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| <b>Policy Owner</b>       | Director, Finance & Administration   |
| <b>Contact Officer:</b>   | Senior Accountant  |
| <b>Policy Number:</b>     | QBIP0007   |
| <b>Approved by:</b>       | Senior Management Group  |
| <b>Date Approved:</b>     | August 2007  |
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| <b>Related Documents:</b> | Appeals Policy<br>Complaints Policy<br>Student Misconduct Policy<br>Refund Request form.<br>Admissions Checklist<br>Terms and Conditions |

## 1. Overview

- 1.1. The purpose of this policy is to provide guidance to prospective, commencing and continuing students on the circumstances under which students are eligible for fee refunds.
- 1.2. This policy has been developed in line with requirements of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (July 2007), the Education Services of Overseas Students Act 2000 (ESOS Act 2000), and the Higher Education Support Act (HESA) 2003 and the Higher Education Standards Framework (Threshold Standards) 2011.

## 2. Organisational Scope

- 2.1. This policy applies to all students who are intending to enrol in a course or units of study, or who are currently enrolled in units of study offered by Curtin College.

## 3. Definitions

- 3.1. **CoE:** Confirmation of Enrolment is a document registered with DIBP to confirm a student's acceptance into a particular course for a specified duration.
- 3.2. **Commencement:** the published date of commencement of tuition at Curtin College.
- 3.3. **Commencing Student:** A student who is undertaking the first study period of their first course at Curtin College.
- 3.4. **Continuing Student:** A student who has completed at least one study period of their course and is undertaking a second or subsequent study period of their course
- 3.5. **Course:** A formal program of education and/or training made up of study components known as units.
- 3.6. **Credit Points** [Curtin College only]: A measure used to identify the academic study load of units undertaken and the extent to which those units will contribute towards completion of course requirements.
- 3.7. **Deferment:** to delay commencement or continuation of course studies normally for one study period.
- 3.8. **DIBP:** Department of Immigration and Border Protection: The Australian government agency responsible for issuing students with visas.
- 3.9. **Enrolment:** occurs at the point a student selects units of study (normally carried out online via the student portal).
- 3.10. **Enrolment Fees:** An enrolment processing fee charged and payable up-front in the first study period of a course.
- 3.11. **Full time study load:** one study period normally consists of 3 or 4 units of study equating to a minimum of 90 credit points per teaching period.

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- 3.12. **FEE-HELP:** is an Australian Government loan scheme that assists eligible fee-paying students pay all or part of their tuition fees. Australian citizens and holders of permanent humanitarian visas are eligible for FEE-HELP assistance.
- 3.13. **International Student:** For the purpose of this policy, an International student is defined as one who is not an Australian or New Zealand citizen or the holder of a permanent residency or humanitarian visa. For the purpose of this policy students who are in Australia as a result of their parents or legal guardians being on a temporary business visa (eg visa subclass 457) are also regarded as International Students.
- 3.14. **Local Student:** For the purpose of this policy, a local student is anyone who is a permanent resident of Australia, citizen of Australia or New Zealand or the holder of a permanent humanitarian visa who will be resident in Australia for the duration of a course of study.
- 3.15. **Self-Supporting Students:** Students who are financially independent from their parents or legal guardians and pay their own tuition fees.
- 3.16. **Student Default:** Where an international student does not start a course, withdraws from a course, fails to pay tuition fees, breaches a condition of their student visa or misbehavior by student.
- 3.17. **Study Period:** A discrete period of study within a course, namely a semester or trimester, in which a student undertakes and completes units of study.
- 3.18. **The College:** relates to Curtin College and its partner provider/s.
- 3.19. **Tuition Fees:** Fees charged for undertaking units of study in a study period, payable upfront (except for local FEE-HELP students).
- 3.20. **Unit:** is a discrete component of study within a course.
- 3.21. **Withdrawal from a unit:** Formal withdrawal, initiated by the student, from a single unit of study offered during a study period.
- 3.22. **Withdrawal from a course:** Formal withdrawal, initiated by the student from the primary award in which student is enrolled.

### 4. Policy Principles

- 4.1. The information in this document outlines the circumstances under which a student may claim a refund of fees paid to the College.
- 4.2. This policy and the availability of the College's Complaints Policy and Appeals Policy, does not remove the right of the student to take action under Australia's consumer protection laws.

### 5. Policy Content

#### 5.1. Fees

- 5.1.1 Once an applicant accepts a place offered by the College and pays fees or incurs a FEE-HELP debt, a binding contract is created between the student and the College.
- 5.1.2 The person signing the acceptance forms is liable for payment of all fees.
- 5.1.3 Provision has been made to safeguard payments made in advance by students. All course fees will be deposited into the Curtin College Student Fees Account. When the student commences study, the College will draw down these funds from the Student Fees Account.

#### 5.2. Refunds

- 5.2.1 A student may cancel their enrolment in a unit or course at any point in time. Depending on the timing of that request, a fee-help debt and/or cancellation charges may apply.
- 5.2.2 A student who wishes to claim a refund will need to complete and submit the appropriate paperwork. The refund will be calculated in accordance with the conditions set out in the Fee Refund Schedule (Schedule 1 and 2) as outlined in the tables below.
- 5.2.3 Cancellation charges for withdrawal from a course will be applied to the total tuition fees payable for the study period. For commencing students the tuition fees payable are based on a full time study load, whereas continuing students tuition fees are based on the study load of units selected (enrolled in) in that study period.

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- 5.2.4 In line with policy rule 5.2.3, where a commencing student enrolls in less than a full time study load or withdraws from a single unit on or before week 4 of their first study period, tuition fees for that unit will not be refunded but will instead be credited to the following study period. In the event that the student withdraws from the course before using the tuition fee credit, the credit will be forfeited.
- 5.2.5 Where a student wishes to withdraw from their course of study, the student must complete and submit a Course Withdrawal Form (available online) to obtain a refund. Note: for international students on a 'student visa' the College will carry out any relevant reporting requirements in accordance with legislation.
- 5.2.6 Where a student withdraws from their course of study, refunds will be paid within 4 weeks of the student withdrawing.
- 5.2.7 Where a continuing student with a tuition fee credit recorded on their account after week 4 of their study period wishes to obtain a refund, the student must complete a Refund Request Form and submit to Reception, showing their Student ID card.
- 5.2.7.1. Where the student is entitled to a refund of fees under this policy the refund will be paid within 4 weeks of receiving a written (or online) request from the student and subsequent to all relevant details being supplied.
- 5.2.8 Refunds will only be made by direct deposit (electronic funds transfer) into a bank account nominated by the student on the Refund Request form, or, where fees were paid by credit card, by issuing a credit to that credit card.
- 5.2.9 Refunds will be paid in Australian dollars to the person who entered into the contract with the institution (normally the student), unless that person gives a written direction to the institution to pay the refund to another person.
- 5.2.10 Non-self-supporting students are required to declare that they have their parents' (or legal guardians) permission to obtain a refund of tuition fee credits. Whilst all care is taken, the institution takes no responsibility for refunding monies to a student who has misled the institution regarding permission of parents to do so.
- 5.2.11 Students who are officially sponsored will not be permitted to request a refund of any tuition fee credits. In such circumstances, the recorded sponsor must apply to Curtin College for a refund.
- 5.2.12 Requests for refunds in excess of \$3000 must be approved by the College Director or their nominee.
- 5.2.13 It is the student's responsibility to check the amount of credit remaining in their account and obtain a refund if necessary. Refunds will only be sent to overseas addresses if the value is in excess of AUD\$50. Students can access their account details through the College's student portal.
- 5.3. Refund when a visa is refused or visa renewal rejected**
- 5.3.1 On receipt of proof of visa refusal or if the letter of acceptance was not signed, the student will be entitled to a refund of funds received in accordance with Schedule 1.
- 5.3.2 The College will pay the refund due within four (4) weeks after the receipt of the paperwork. The receipt date is calculated from the date the completed (in full) refund form is submitted.
- 5.3.3 Where an international student's visa renewal is rejected due to a breach in visa conditions, the student must withdraw from the College and there will be no refund.
- 5.4. Deferral**
- 5.4.1 Prior to commencing their course and subject to approval, students may apply in writing to defer course commencement to a later study period for reasons other than not meeting admissions requirements such as compassionate and compelling circumstances. The College will credit any fees paid to the relevant study period without penalty. If the student subsequently withdraws, the Refund Policy will apply as at the date the original request for deferment was received regardless of a subsequent offer being made.

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5.4.2 A current student can apply to defer their course at any point in time. Depending on the timing of that request, a fee-help debt and/or cancellation charges may apply.

5.4.2.1. Both international and domestic full fee paying students applying for deferral of studies within the first four weeks of the commencement of the study period will have their fees transferred to the subsequent period. If the student subsequently withdraws, the Refund Policy will apply as at the date the original request for deferment was received.

5.4.2.2. International and domestic full fee paying students applying for deferral of studies from the fifth week of the study period will have all fees applicable for that study period forfeited.

### 5.5. Exceptional circumstances

5.5.1 A student whose withdrawal or enrolment cancellation is due to exceptional compassionate or compelling circumstances can request that cancellation charges be waived or, if applicable, request a remission of their FEE-HELP debt.

5.5.2 Requests should outline the reasons for the withdrawal and include documentary evidence such as medical certificates to support the request.

5.5.3 Requests must be made in writing to the Director Finance & Administration within six months of the date of the withdrawal request or the conclusion of the study period in which the course was undertaken.

### 5.6. International students granted Permanent Residency

5.6.1 International students granted Permanent Residency (PR) in Australia may become eligible for domestic student tuition fees. PR status is recognized from the date residency is granted by DIBP. If the international tuition fee has already been paid, the difference between that fee and any owing under the applicable rate for a permanent resident in that program will be refunded if the student provides original documentation to prove PR status by the census date for that study period.

5.6.2 If PR is granted after the census date, the student is classified as an international student for the remainder of the study period and must pay international tuition fees for that study period. From the following study period, the student is classified as a Permanent Resident and will be charged the appropriate domestic student fee.

### 5.7. Transfer from Curtin English and partner providers

5.7.1 Where an existing Curtin English student studying an English Language Intensive Course for Overseas Students (ELICOS) wishes to extend their English study at Curtin English leading to a request to defer their pathway studies at the College in their first study period, a refund equivalent to fees paid less an amount equivalent to 60% of the balance of the first study period's fees (see 3.17) can be made available to the student. Any such refund will be paid directly to Curtin University

5.7.2 A Curtin English student who will commence their course at the College after the ELICOS extension is required to pay all tuition fees as per the Letter of Offer before commencing their first study period at the College.

5.7.3 Commencing student who fails to meet a condition of their offer relating to English or academic competency that prevents them from enrolling in their proposed course will be eligible for a full refund of Tuition Fees less an Administration charge of \$500 provided the institution was notified before the study period commenced. In addition to this, evidence of failure to meet (e.g results) the condition must be shown prior to the commencement of the study period as outlined in the Letter of Offer. The full refund policy will apply in cases where a student cannot provide sufficient evidence that entry requirements are not met.

5.7.4 Where a student enrolled in a Curtin College course receives an unconditional offer for direct entry to a program at a partner provider, the student will be entitled to a full refund of tuition fees received for future courses and fees will be transferred directly to the relevant institution.

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5.7.5 Where a student enrolled in a Curtin College course receives an unconditional offer for direct entry to a program at another institution the student may be entitled to a refund of tuition fees in accordance with the Fee Refund Schedule (refer to schedule 1 & 2).

### 5.8. Provider Default

5.8.1 The College reserves the right to withdraw a unit(s) or course from offer at its discretion. If a student is unable to enroll in a similar course or unit(s) at the institution and the enrolment is cancelled, all fees will be refunded.

5.8.2 In the unlikely event that the College is unable to deliver a student's course in full, the student will be offered a refund of all the course money paid to date, if alternative arrangements cannot be put in place. The refund will be paid within 10 working days of the day on which the course ceased being provided.

5.8.3 Alternatively, the student may be offered enrolment in a suitable alternative course by the College at no extra cost. The student has the right to choose whether they would prefer a full refund of course fees, or to accept a place in another course. If the student chooses placement in another course, they will be asked to sign a document to indicate that they accept the placement.

5.8.4 Where the College is unable to provide a refund or place a student in an alternative course the Tuition Protection Service (TPS) for international students, or the ACPET Australian Student Tuition Assurance Scheme (ASTAS) for local students, will place the student in a suitable alternative course at no extra cost. If TPS or ASTAS cannot place the student in a suitable alternative course, a partial refund may apply. For more information on the College's tuition assurance arrangements please refer to the Policies and Procedures page on the College's website.

5.8.5 For FEE-HELP students, if written notice of withdrawal is received prior to Census Date, the institution will make the necessary adjustments to a student's record so no debt to the Australian Government will be incurred.

### 5.9. Student default – refund under the Letter of Offer

5.9.1 The Letter of Offer:

- a) Directs the student to read and acknowledge their understanding of the refund requirements that apply if the student defaults; and
- b) Meets the requirements (if any) set out in the National Code.

5.9.2 In the event of a student default, the College will pay the refund due within four (4) weeks of receiving a written claim from the student.

### 5.10. False or misleading information

5.10.1 Where a student is found to have provided false or misleading documentation or information after accepting a place (refer 5.1), Curtin College reserves the right to retain up to 100% of any fees paid.

5.10.2 In the event that the student has enrolled, Curtin College may terminate that student's enrolment.

### 5.11. Appeals

5.12. Students who are not satisfied with any decision on any refund application may register a complaint in accordance with the Complaints Policy.

5.13. A student who is required to enroll in their next program or course, but has registered an appeal and is waiting a determination, will be refunded 100% of the fees if the appeal is not upheld through the internal or external appeal process.

## 6. Administrative procedures

6.1. This policy and related documentation is accessible by clicking on the Policies and Procedures menu item on the Curtin College homepage at: <http://www.curtincollege.edu.au>

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6.2. This policy and related procedures will be communicated to staff via email and ongoing staff information sessions. New staff will receive policy information during the induction process if an understanding of the process is related to their responsibilities.

| Version       | Last changes:   |
|---------------|---|
| V3.1 Feb 2016 | <ul style="list-style-type: none"> <li>• Definition of a Full Time Study Load updated to take into account new Diploma programs</li> <li>• Definition of a 'Student Default' added</li> <li>• Deleted item 5.10 as international students can elect to pay more than 50% of fees upfront</li> </ul> |
| V3.0          | <ul style="list-style-type: none"> <li>• Added sub-headings for each category of refund</li> <li>• Fee refund table set up as Schedule 1 and 2</li> </ul>   |

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## Schedule 1: Fee Refund Schedule – International Students

| Reason For Refund  | Notification Period  | Cancellation Fee  | Refund  |
|--|--|---|---|
| Application for a visa is unsuccessful   | Proof of visa refusal required                                   | AUD\$500  | Full refund of study period fees less AUD\$500      |
| Commencing student who fails to meet a condition of their enrolment which prevents them from enrolling in their course   | Before study period /course commences                            | AUD\$500  | Full refund of study period fees less AUD\$500      |
| Commencing International Student withdraws from course or<br>Commencing International student's visa is revoked for breach of visa conditions<br><br>Study period fees relate to fees paid equivalent to 100 credit points.<br>- Refer to policy rules 5.6 & 5.7 | More than 10 weeks before study period commences                 | AUD\$500  | Full refund of study period fees less AUD\$500      |
|  | 4-10 weeks before study period commences                         | 30% of fees for study period                                | 70% of fees for study period                        |
|  | Less than 4 weeks before study period commences                  | 60% of fees for study period                                | 40% of fees for study period                        |
|  | Weeks 1-4 of study period  | 70% of fees for study period                                | 30% of fees for study period                        |
|  | After Week 4 of study period                                     | 100% of fees for study period                               | No Refund   |
| Continuing International Student withdraws from course in any study period   | Before study period Commencement                                 | No charge (Providing subject selection has not taken place) | 100% of next study period fees                      |
|  | Subject selection made but prior to commencement of study period | 60% of fees for study period                                | 40% of fees for study period                        |
|  | Weeks 1-4 of study period  | 70% of fees for study period                                | 30% of fees for study period                        |
|  | After Week 4 of study period                                     | 100% of fees for study period                               | No Refund   |
| Continuing International student's application for Visa renewal is rejected following breach of visa conditions  | Weeks 1-4 of study period  | 30% of fees for study period                                | 70% of fees for study period                        |
|  | Weeks 5-6 of study period  | 50% of fees for study period                                | 50% of fees for study period                        |
|  | After Week 6 of study period                                     | 100% of fees for study period                               | No Refund   |
| International Student withdraws from a single unit (subject to policy rules 5.6 and 5.7)   | Weeks 1-4 of study period  | No Charge   | 100% of unit fee credited to following study period |
|  | After week 4 of study period                                     | 100% of fees for study period                               | No Refund   |
| Enrolment is cancelled due to gross or serious misconduct by the student   | At all times   | 100% of fees for study period                               | No Refund   |

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| Reason For Refund   | Notification Period       | Cancellation Fee             | Refund                       |
|---|---------------------------|------------------------------|------------------------------|
| Continuing International student who has been Terminated as a result of Unsatisfactory Academic Progress re-enrolls in units pending the outcome of appeal (either internal or external). The appeal is unsuccessful and the student is withdrawn from the College. | Weeks 1-2 of study period | 30% of fees for study period | 70% of fees for study period |
|   | Weeks 3-4 of semester     | 40% of semester fees         | 60% of semester fees         |
|   | From Week 5 of semester   | 50% of semester fees         | 50% of semester fees         |

### Schedule 2: Fee Refund Schedule – Local Students

| Reason For Refund   | Notification Period                             | Cancellation Fee              | Refund   |
|---|---|-------------------------------|--|
| Local Student withdraws from course   | Up to Week 4 of study period                    | AUD\$250                      | Full refund of fees less AUD\$250 for study period                   |
|   | After Week 4 of study period                    | 100% of fees for study period | No Refund  |
| Local Student withdraws from a single unit  | Before the 4 <sup>th</sup> week of study period | No Charge                     | 100% of unit fee credited to following study period or FEE-HELP debt |
|   | After week 4 of study period                    | 100% of study period fees     | No Refund or Credit  |
| Enrolment is cancelled due to gross or serious misconduct by the student.   | At all times                                    | 100% of study period fees     | No Refund  |
| Continuing Local student who has been Terminated as a result of Unsatisfactory Academic Progress re-enrolls in units pending the outcome of appeal (either internal or external). The appeal is unsuccessful and the student is withdrawn from the College. | Before the 4 <sup>th</sup> week of study period | No Charge                     | 100% of unit fee credited to following study period or FEE-HELP debt |
|   | After week 4 of study period                    | 100% of fees for study period | No Refund or Credit  |