Policy POL-FIN-05

Refund Policy

<table>
<thead>
<tr>
<th>Accountability</th>
<th>Approved by</th>
</tr>
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<tbody>
<tr>
<td>Executive Committee</td>
<td>Controlled Document</td>
</tr>
<tr>
<td>Name</td>
<td>Designation</td>
</tr>
<tr>
<td>Rob Evans</td>
<td>Pro Vice-Chancellor and President</td>
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<tr>
<td>Teo Yu-Gin</td>
<td>Campus Director</td>
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<td>Winnie Tse</td>
<td>Director of Finance and Administration</td>
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<td>Wong Lee Nah</td>
<td>Director of Academic Services</td>
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<td>Tim Tabaka</td>
<td>Director of Marketing and Admissions</td>
</tr>
</tbody>
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**Version** 4 **Effective Date** 01/08/2017

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**Purpose**
The purpose of this document is to standardise the financial implications applicable to students in the event of a unit or course withdrawal.

**Objectives**
This policy applies to all Curtin Singapore students.

**Scope**
The objective of this document is to provide guidelines on the managing and handling of refunds for students under various conditions in a fair, reasonable and transparent manner as well as to establish a refund framework to ensure that all students are conscious of the financial implication of any decision made by them with respect to their course enrolment.

**Exception**
Nil

**Related Documents**
NA

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**Policy Statement**

1. **Notification and Arrangement**
   PEI shall notify the Student within three (3) working days upon knowledge of any of the following:
   (i) It does not commence the Course on the Course Commencement Date;
   (ii) It terminates the Course before the Course Commencement Date;
   (iii) It does not complete the Course by the Course Completion Date;
   (iv) It terminates the Course before the Course Completion Date;
   (v) It has not ensured that the Student meets the course entry or matriculation requirement as set by the organisation stated in Schedule A of Standard PEI-Student Contract within any stipulated timeline set by CPE; or
   (vi) The Student’s Pass application is rejected by Immigration and Checkpoints Authority (ICA).

   The Student should be informed in writing of alternative study arrangements (if any), and also be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid should the Student decides to withdraw, within seven (7) working days of the above notice.

2. **Withdrawal for Cause**
   Subject to Clause 8, the Student shall be entitled to immediately withdraw from the Course by giving written notice to the PEI of his/her intention to do so if the PEI is in breach of any of its obligations under the Student Contract or fails to perform its obligation(s) under the circumstances in Clause 1 (i) to (v).
3. **Refunds for Withdrawal for Cause**
   For circumstances under Clause 1, the PEI shall, within seven (7) working days after notifying the Student, refund to the Student:
   (i) The entire amount of the Course Fees; and
   (ii) The Miscellaneous Fees (if any).
   The PEI shall also, as soon as practicable after receiving the Student’s notice of withdrawal under Clause 2 (and in any event no later than seven (7) working days after receiving such notice) refund to the Student the amounts stated in this Clause 3.

4. **Refunds for Withdrawal Without Cause**
   Where the Student withdraws from the Course for any reason other than those set out in Clause 2 or Clause 8, the PEI shall, subject to Clause 9, as soon as practicable after receiving the Student’s written notice of withdrawal (and in any event no more than seven (7) working days after receiving such notice), refund to the Student the following sums (less any applicable bank administrative charges properly paid/payable):

   For Diploma, Undergraduate and Postgraduate courses:

<table>
<thead>
<tr>
<th>% of [the aggregate amount of the fees paid under Course Fees and Miscellaneous Fees as defined under Schedules B and C of Standard PEI-Student Contract]</th>
<th>If Student’s written notice of withdrawal is received</th>
</tr>
</thead>
<tbody>
<tr>
<td>[95%]</td>
<td>more than [70] days before the Course Commencement Date</td>
</tr>
<tr>
<td>[90%]</td>
<td>before, but not more than [70] days before the Course Commencement Date</td>
</tr>
<tr>
<td>[50%]</td>
<td>after, but not more than [28] days after the Course Commencement Date</td>
</tr>
<tr>
<td>[0]</td>
<td>more than [28] days after the Course Commencement Date</td>
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</table>

   For English courses:

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<tr>
<th>% of [the aggregate amount of the fees paid under Course Fees and Miscellaneous Fees as defined under Schedules B and C of Standard PEI-Student Contract]</th>
<th>If Student’s written notice of withdrawal is received</th>
</tr>
</thead>
<tbody>
<tr>
<td>[100%]</td>
<td>more than [28] days before the Course Commencement Date</td>
</tr>
<tr>
<td>[75%]</td>
<td>before, but not more than [28] days before the Course Commencement Date</td>
</tr>
<tr>
<td>[0]</td>
<td>on or after the Course Commencement Date</td>
</tr>
</tbody>
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5. **Cooling-Off Period**
   The PEI will provide the Student with a cooling-off period of seven (7) working days after the date that the Contract has been signed by both parties.

   The Student will be refunded the highest percentage (stated in Clause 4) of the fees already paid if the Student submits a written notice of withdrawal to the PEI within the cooling-off period, regardless of whether the Student has started the course or not.
If the Student and the PEI cannot settle a dispute using the way arranged by the PEI, the Student and the PEI may refer the dispute to the CPE Mediation-Arbitration Scheme (www.cpe.gov.sg).

This Clause 5 takes precedence over the PEI’s refund policy stated in Clause 4.

6. **Deemed Withdrawal**
   A Student who transfers from the Course to another course with the PEI shall, for the purposes of this Clause 5, be deemed to have withdrawn from the Course and the provisions of Clause 4 shall apply save as otherwise agreed between the PEI and the Student.

7. **Change of Course**
   Further to Clause 6, a fresh PEI-Student Contract under this format shall be executed between the PEI and the Student for any change of Course, whether with the same PEI or otherwise.

8. **Force Majeure**
   In the event that any party shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the control of that party, including but not limited to acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations hereunder of that party or all the parties as the case may be and as they are affected by such cause shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable despatch. For the avoidance of doubt, this Clause shall not apply to cases where:
   (i) The PEI is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against the PEI (or, any partner of the PEI if the PEI is a partnership); and
   (ii) The relevant authority(ies) issue(s) an order to cease and/or terminate the operations of the PEI, or the happening of anything of a similar nature under the laws of Singapore.

9. **No Double Claim**
   For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from the PEI or the Insurance Company pursuant to a provision of the Student Contract or the Master Insurance Agreement in respect of any matter or damage, then the Student and his/her parent/guardian shall not be entitled to claim against the PEI or the Insurance Company for the same payment in respect of the same matter or damage pursuant to any other provision of the Student Contract or the Master Insurance Agreement.

10. **Jurisdiction**
    The parties hereby irrevocably agree that the courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with the Student Contract which cannot be settled successfully through the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) and that, accordingly, any legal action arising out of or in connection with the Student Contract (“Proceedings”) may be brought in those courts and the parties irrevocably submit to the jurisdiction of those courts PROVIDED THAT nothing in this Clause shall limit the right of any party to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude that party from taking Proceedings in any other jurisdiction, whether concurrently or not.

11. **Withdrawal of a unit**
    Where a student withdraws from a unit before census date, no fee liability is incurred. Any fees paid in respect of the unit will be retained as credit towards the next study period. Should
a student request a refund of the tuition fee associated with the withdrawn unit, the refund policy applies to the withdrawn unit.

12. **Misconduct or fraudulent or forged material presented**
   In the event of misconduct or fraudulent or forged material is presented, no refund will be granted.

13. This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Singapore’s consumer protection laws.

14. **Special Circumstances**
   In special circumstances the Pro Vice-Chancellor and President or nominee may increase the amount of any refund provided. If a larger refund is approved, a fee (up to S$550) may still be charged.

15. **Regular Policy Review**
   The refund policy shall be regularly reviewed to ensure that it remains fair to the students.