

REFUND POLICY

1. PURPOSE

To detail the circumstances under which students are eligible for fee refund.

2. OBJECTIVES

- 2.1 To provide guidelines on the managing and handling of refunds for students under various conditions in a fair, reasonable and transparent manner.
- 2.2 To ensure that all students are aware of the financial implication of any decision made by them with respect to their course enrolment.

3. APPLICATION

All Curtin Singapore students (prospective, commencing and continuing).

4. EXCEPTIONS

Nil.

5. POLICY STATEMENTS

- 5.1 This policy has been developed in line with the requirements detailed in the Private Education Act, the Private Education Regulations 2009 Section 11 and the EduTrust Certification Scheme.
- 5.2 Students will be made aware of the policy and its implications prior to signing the Standard PEI-Student Contract with Curtin Singapore.
- 5.3 In relation to this policy, Curtin Singapore will maintain up to date and accurate refund records.

(1) Notification and Arrangement

Curtin Singapore 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 decide-to withdraw, within seven (7) working days of the above notice

(2) Withdrawal for Cause

Subject to Clause 8 of this policy, the Student shall be entitled to immediately withdraw from the Course by giving written notice to Curtin Singapore of his/her intention to do so if Curtin Singapore 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) of this policy.

(3) Refunds for Withdrawal for Cause

For circumstances under Clause 1 of this policy, Curtin Singapore 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).

Curtin Singapore shall also, as soon as practicable after receiving the Student's notice of withdrawal under Clause 2 of this policy (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 of this policy, Curtin Singapore shall, subject to Clause 9 of this policy, 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:

% of [the aggregate amount of the fees paid under Course Fees and Miscellaneous Fees as defined under Schedules B and C of	If Student's written notice of withdrawal is received
[95%]	more than [70] days before the Course Commencement Date
[90%]	before, but not more than [70] days before the Course Commencement Date
[50%]	after, but not more than [28] days after the Course Commencement Date
[0]	more than [28] days after the Course Commencement Date

For English courses:

% of [the aggregate amount of the fees paid under Course Fees and Miscellaneous Fees as defined under Schedules B and C of	If Student's written notice of withdrawal is received
[100%]	more than [28] days before the Course Commencement Date
[75%]	before, but not more than [28] days before the Course Commencement Date
[0]	on or after the Course Commencement Date

(5) Cooling-Off Period

Curtin Singapore 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 this policy) of the fees already paid if the Student submits a written notice of withdrawal to Curtin Singapore within the cooling-off period, regardless of whether the Student has started the course or not.

If the Student and Curtin Singapore cannot settle a dispute using the way arranged by the Curtin Singapore, the Student and Curtin Singapore may refer the dispute to the CPE Mediation-Arbitration Scheme (www.cpe.gov.sg).

This Clause 5 takes precedence over Curtin Singapore's refund policy stated in Clause 4.

(6) Deemed Withdrawal

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

(7) Change of Course

Further to Clause 6 of this policy, a fresh PEI-Student Contract under this format shall be executed between the PEI and the Student for any change of Course, whether with Curtin Singapore 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) Curtin Singapore is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against Curtin Singapore (or, any partner of Curtin Singapore); and
- (ii) the relevant authority(ies) issue(s) an order to cease and/or terminate the operations of Curtin Singapore, 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 Curtin Singapore 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 Curtin Singapore 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 (SI Arb) 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 of Fraudulent or Forged Material Presented

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

(13) Singapore Consumer Protection Laws

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 reviewed annually for continual improvement and to ensure that it remains fair to the students on an annual basis.

6. RESPONSIBILITY

The Director of Finance and Administration is responsible for the implementation, monitoring of the policy and associated procedures of related systems and processes.

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REVISION HISTORY

Version	Approved/ Amended/ Rescinded	Date	Committee/ Board/ Executive Manager	Approval/ Resolution Number	Key Changes and Notes
1	Approved	01/12/2008	Executive Committee	-	-
2	Administratively Updated	01/04/2014	QA Officer	-	Change logo
2	Rescinded	05/12/2018	Executive Committee	EXCO 19/18 (i)	Attachment B to Item 7.4 effective 05/12/18
3	Approved	05/12/2018	Executive Committee	EXCO 19/18 (ii)	Attachment A to Item 7.4 effective 05/12/18