

Refund Policy

Commencement Date: 1 December 2008

Category: Finance

1. PURPOSE

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

2. APPLICATION

This policy applies to all Curtin Singapore students.

3. EXCEPTIONS

Nil.

4. POLICY STATEMENT

4.1 **Notification and Arrangement**

PEI shall inform the Student immediately within three (3) working days if

- (i) It fails, for any reason, to commence the Course on the Course Commencement Date;
- (ii) It terminates the Course, for any reason, prior to the Course Commencement Date;
- (iii) It fails, for any reason, to complete the Course by the Course Completion Date;
- (iv) It terminates the Course, for any reason, prior to Course Completion Date; or
- (v) The Student's Pass application is rejected by Immigration and Checkpoint Authority (ICA).

The PEI shall, within seven (7) working days of notifying the Student in writing of above circumstances (i) to (iv), provide the Student with information and details of the alternative confirmed course arrangement to allow the Student to make timely and appropriate decision on the alternative arrangement.

4.2 **Withdrawal for Cause:**

Subject to Clause 4.8, 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 this Agreement or fails to perform its obligation(s) under the circumstances in Clause 4.1 (i) to (iv).

4.3 **Refunds for Withdrawal for Cause:**

For circumstances under Clause 4.1, 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*.

The PEI shall also, as soon as practicable after receiving the Student's notice of withdrawal under Clause 4.2 (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 4.3.

4.4 **Refunds for Withdrawal Without Cause:**

Where the Student withdraws from the Course for any reason other than those set out in Clause 4.2 or Clause 4.8, the PEI shall, subject to Clause 4.9, 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 under Fee Protection Scheme):

For Foundation, Diploma, Undergraduate and Postgraduate courses:

% of [the aggregate amount of the fees paid under Course Fees and Miscellaneous Fees]	If Student's written notice of withdrawal is received
[100%- SGD \$550]	("Maximum Refund") 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]	If Student's written notice of withdrawal is received
[100%]	("Maximum Refund") 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

4.5 **Cooling-Off Period**

The PEI shall provide the Student with a cooling-off period of [7] working days after signing this Agreement. Within these [7] days and regardless whether the Course Commencement Date has passed, the Student can submit written notice of withdrawal to the PEI and receive the Maximum Refund amount stipulated by the PEI under Clause 4.4 (less any Course Fees consumed by the Student if the withdrawal date is later than the Course Commencement Date and the Student has started the Course, any PEI administrative charges which are stipulated in the Miscellaneous Fees and any applicable bank administrative charges properly paid/payable under Fee Protection Scheme). Any dispute in respect of how much Course Fees have been consumed pursuant to this clause shall be referred to mediation at the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) through the CPE Student Services Centre pursuant to Clause 4.10, and only in respect of such decision, the decision of the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) shall be final and binding on all parties.

The PEI shall also bring to the Student's notice **Schedule 3 of the Student Contract** by notifying the student of his rights under the cooling-off period, and receive written acknowledgement as provided therein by the Student that **Schedule 3 of the Student Contract** has been brought to his notice. In the event that the notice in **Schedule 3 of the Student Contract** has not been brought to the Student's attention, the cooling-off period of [7] working days shall only commence from the date that **Schedule 3 of the Student Contract** has been brought to the Student's notice, and the Student has acknowledged the same. The Student shall have the right to withdraw from the Course and receive a refund as stated in this Clause 4.5 anytime before the notice in **Schedule 3 of the Student Contract** has been brought to the Student's attention.

This Clause 4.5 takes precedence over the PEI's refund policy stated in Clause 4.4.

4.6 **Deemed Withdrawal:**

A Student who transfers from the Course to another course with the PEI shall, for the purposes of this Clause 4, be deemed to have withdrawn from the Course and the provisions of Clause 4.4 shall apply save as otherwise agreed between the PEI and the Student.

4.7 **Change of Course:**

Further to Clause 4.7, 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.

4.8 **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.

4.9 **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 Escrow Bank/Insurance Company* pursuant to a provision of this Agreement or the Master Escrow Agreement/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 Escrow Bank/Insurance Company* for the same payment in respect of the same matter or damage pursuant to any other provision of this Agreement or the Master Escrow Agreement/Master Insurance Agreement*.

4.10 **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 this Agreement which cannot be settled successfully through the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SI Arb) and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement ("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.

- 4.11 **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 refund unit.

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

4.13 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.

5. OBJECTIVES

The objective of this document is to ensure that all students are conscious of the financial implication of any decision made by them with respect to their course enrolment. The financial implication is fair, clear and transparent.

RESPONSIBILITIES	
Policy Manager	Director of Finance & Administration
Contact	6593 8034
Approval Authority	Executive Committee
Review Date	01 Nov 09

Revision Ref No	Approved/ Rescinded	Date	Committee /Board	Document Reference
Version 1	Approved	01 Dec 08	Executive Committee	Nil
Version 1.1	Approved	01 Nov 09	Executive Committee	Change of logo and format