

1. DEFINITIONS

In these terms:

Acceptance of Offer means the acceptance of offer signed by you to accept your Offer.

Census Date means the census date for a Course or Unit at the Curtin Perth Campus as set out in more detail on the Curtin website at <https://students.curtin.edu.au/essentials/academic-calendar/census>

Commencing International Student means an International Student who has accepted an Offer for their first study period of a Course.

Continuing International Student means an International Student who has been enrolled in a previous study period at Curtin and is continuing in the same Course.

Course means a structured combination of approved Units which, when completed, qualifies you for an award from Curtin.

Curtin means Curtin University (ABN 99 143 842 569) a body corporate established under the Curtin University Act 1966 of Kent Street, Bentley, Western Australia 6102.

Deposit means a deposit paid by an International Student to Curtin for a Course or Non-Award Course.

International Student means a Commencing International Student or a Continuing International Student.

Non-Award Course is a program of study which does not lead to a formal award from Curtin. It may comprise of Unit(s) of study from a Course and may be counted as credit towards a Course in some cases.

Offer means the letter of offer from Curtin to you offering a place in a Course or Non-Award Course.

Refund Application means an application you make for re-credit or repayment of your Deposit or Tuition Fees by following the process at: <https://students.curtin.edu.au/essentials/fees/refund-and-remission-of-fees>.

Tuition Fees means a fee other than a student contribution amount paid by an International Student to Curtin for tuition of a Course or Non-Award Course.

Unit means a discrete entity of study within a subject area that is a component of a Course or Non-Award Course.

You/your is a reference to the student set out in clause 1 of the "Personal and Confirmation of Enrolment details" of the Acceptance of Offer to which these terms apply.

2. REFUNDS

- (a) If you are a Commencing International Student, you may be eligible for a refund of your Deposit or your Tuition Fees for a Course in accordance with Table 1 of these Terms.
- (b) If you are a Continuing International Student, you may be eligible for a refund your Deposit or your Tuition Fees for a Course in accordance with Table 2 of these Terms.
- (c) If you are an International Student you may be eligible for a refund of your Deposit or Tuition Fees for a Non-Award Course in accordance with Table 3 of these Terms.
- (d) If you are an International Student undertaking studies with Curtin English you may be eligible for a refund of your Deposit or Tuition Fees in accordance with Table 4 of these Terms.

3. PROCESS FOR CLAIMING A REFUND

- (a) It is your responsibility to ensure, when submitting a Refund Application, that you have lodged the appropriate withdrawal with Curtin in accordance with the withdrawal process set out on the [Curtin website](#).
- (b) You must submit an online application form for your Refund Application as set out at: <https://students.curtin.edu.au/essentials/fees/refund-and-remission-of-fees>.
- (c) In processing any Refund Application:
 - (i) Curtin will ordinarily only make a refund to the original payer unless otherwise approved by the Academic Registrar or Chief Student Services Officer;

- (ii) You may agree for Curtin to retain your Deposit or Tuition Fees as credit toward future study you undertake at Curtin; and
 - (iii) Curtin is not liable for any loss you suffer due to, but not limited to, bank charges or fluctuating exchange rate.
- (d) At all times, Curtin will abide by all Australian laws (including sanctions and anti-money laundering laws) when considering and processing any Refund Application.

4. REFUNDS IN SPECIAL CIRCUMSTANCES

- (a) Curtin may grant you a refund due to special circumstances, including but not limited to circumstances:
 - (i) beyond your control; and
 - (ii) that do not make their full impact on you until on or after the relevant Census Date for your Unit or Course; and
 - (iii) that make it impracticable for you to complete the requirements for your Unit during the period during which you undertook, or were to undertake, the Unit.
- (b) In considering grounds for special circumstances, Curtin:
 - (i) will consider each case on its individual merits; and
 - (ii) will apply the Higher Education Support Act 2003 (**HESA**) and the Administration Guidelines as stipulated by HESA when assessing a Refund Application.
- (c) Curtin reserves the right to reasonably request sufficient evidence to demonstrate special circumstances.
- (d) You must submit your application within 12 months of your withdrawal date, or if you have not withdrawn, within 12 months of the end of the period of study in which the Unit was, or was intended to be, undertaken.
- (e) If your application for a refund due to special circumstances is refused, you may apply for a review of that decision as set out in clause 6 of these Terms.

5. PAYMENTS OUTSIDE OF THESE TERMS

These Terms do not apply to any of the following circumstances:

- (a) **Overpayments:** Curtin does not permit you (or anyone acting on your behalf) to pay additional Tuition Fees or costs or charges and have them applied toward your living costs or to otherwise circumvent government regulations or restrictions. Curtin will return any payment of this kind to the original payer.
- (b) **Overseas Student Health Cover:** If you have arrived in Australia, you must claim any refund of Overseas Student Health Cover (**OSHC**) directly from your OSHC provider. If you are not in Australia, please contact OSHC@curtin.edu.au
- (c) **Incidental fees:** You must claim directly from your school or faculty for a refund of any incidental charges you have paid.

6. REVIEW AND APPEALS

- (a) If you disagree with the outcome of your Refund Application or any request for refund in special circumstances, you may request a review of this decision (**Review Request**). The request for review procedure is published at: <https://www.curtin.edu.au/students/essentials/rights/appeal/s/refund/>
- (b) In considering a Review Request, Curtin will consider each case on its individual merits.
- (c) Curtin reserves the right to reasonably request sufficient evidence to support your Review Request.
- (d) If you are dissatisfied with the outcome of your Review Request, you may lodge an appeal with the Ombudsman, Western Australia. Further information regarding the Ombudsman is available at: <https://www.ombudsman.wa.gov.au>
- (e) These Terms, and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws (ESOS National Code 2018, Standard 3.4.5) or to pursue other legal remedies.



**TABLE 1: COMMENCING INTERNATIONAL STUDENTS
REFUND OF DEPOSIT OR TUITION FEES FOR COURSES/UNITS**

Any reference to “Conditions” means the conditions set out in Table 5

		TIME OF WITHDRAWAL			
		10 weeks or more before study period start date	Less than 10 weeks before study period start date	After study period start date but before Census Date	After Census Date
EVENT	Course Withdrawal (Subject to Condition 3)	100% refund of Deposit less administration fee (Subject to Condition 1)	90% refund of Deposit less administration fee (Subject to Condition 1)	50% refund of Tuition Fee less administration fee (Subject to Condition 1)	0% refund of Tuition Fee. No credit toward future study at Curtin.
	Subject to Condition 5: <ul style="list-style-type: none"> You withdraw from Unit Curtin approves a Leave of Absence or Underload 	NA	NA	0% refund of Tuition Fee. You may agree for Curtin to retain your Tuition Fees and apply them to your next study period at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.
	<ul style="list-style-type: none"> You do not meet Letter of Offer conditions Provider default (See Condition 2) 	100% refund of Deposit less administration fee (Subject to Condition 1)	100% refund of Deposit less administration fee (Subject to Condition 1)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)
	<ul style="list-style-type: none"> Your visa is refused Inability to obtain a visa (See Condition 2) 	100% refund of Deposit less administration fee (Subject to Condition 1)	100% refund of Deposit less administration fee (Subject to Condition 1)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)
	Student Non-Compliance (See Condition 4)	100% refund of Deposit less administration fee (Subject to Condition 1)	100% refund of Deposit less administration fee (Subject to Condition 1)	0% refund of Tuition Fee. No credit toward future study at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.
	You do not pay your Tuition Fees in full and Curtin cancels your enrolment	NA	NA	NA	0% refund of Tuition Fee. No credit toward future study at Curtin.
	Withdrawal from pathway package offer	0% refund of deposit			

**TABLE 2: CONTINUING INTERNATIONAL STUDENTS
REFUND OF DEPOSIT OR TUITION FEES FOR COURSES/UNITS**

Any reference to “Conditions” means the conditions set out in Table 5

		TIME OF WITHDRAWAL		
		Before study period start date	After study period start date but before Census Date	After Census Date
EVENT	Course Withdrawal (Subject to Condition 3)	100% refund of Tuition Fee less administration fee (Subject to Condition 1)	50% refund of Tuition Fee less administration fee (Subject to Condition 1)	0% refund of Tuition Fee. No credit toward future study at Curtin.
	Subject to Condition 5: <ul style="list-style-type: none"> You withdraw from Unit Curtin approves a Leave of Absence or Underload 	0% refund of Tuition Fee You may agree for Curtin to retain your Tuition Fees and apply it to your next study period at Curtin.	0% refund of Tuition Fee. You may agree for Curtin to retain your Tuition Fee and apply it to your next study period at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.
	Provider default (See Condition 2)	100% refund of Tuition Fee less administration fee (Subject to Condition 1)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)
	<ul style="list-style-type: none"> Your visa is refused Inability to obtain a visa (See Condition 2) 	100% refund of Tuition Fee less administration fee (Subject to Condition 1)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)
	Student Non-Compliance (See Condition 4)	100% refund of Tuition Fee less administration fee (Subject to Condition 1)	0% refund of Tuition Fee. No credit toward future study at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.
	Unsatisfactory Course progress	NA	100% refund of Tuition Fee	100% refund of Tuition Fee
	You do not pay your Tuition Fees in full and Curtin cancels your enrolment	NA	0% refund of Tuition Fee. No credit toward future study at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.

**TABLE 3: INTERNATIONAL STUDENTS
REFUND OF DEPOSIT OR TUITION FEES FOR NOT FOR DEGREE COURSES/UNITS**

Any reference to “Conditions” means the conditions set out in Table 5

		TIME OF WITHDRAWAL		
		Before study period start date	After study period start date but before Census Date	After Census Date
EVENT	Course Withdrawal (Subject to Condition 3)	100% refund of Tuition Fee less administration fee (Subject to Condition 1)	50% refund of Tuition Fee less administration fee (Subject to Condition 1)	0% refund of Tuition Fee. No credit toward future study at Curtin.
	Provider default (See Condition 2)	100% refund of Tuition Fee less administration fee (Subject to Condition 1)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)
	Student Non-Compliance (See Condition 4)	100% refund of Tuition Fee No credit toward future study at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.
	You do not pay your Tuition Fees in full and Curtin cancels your enrolment	NA	0% refund of Tuition Fee. No credit toward future study at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.

**TABLE 4: COMMENCING INTERNATIONAL STUDENTS
REFUND OF DEPOSIT OR TUITION FEES FOR CURTIN ENGLISH**

Any reference to “Conditions” means the conditions set out in Table 5

		TIME OF WITHDRAWAL			
		4 weeks of greater before study period start date	Between 2 to 4 weeks before study period start date	Less than 2 weeks before study period start date	After study period start date
EVENT	Course Withdrawal (Subject to Condition 3)	100% refund of Deposit less administration fee (Subject to Condition 1)	75% refund of Deposit less administration fee (Subject to Condition 1)	25% refund of Tuition Fee less administration fee (Subject to Condition 1)	0% refund of Tuition Fee. No credit toward future study at Curtin.
	<ul style="list-style-type: none"> You do not meet Letter of Offer conditions Provider default (See Condition 2) 	100% refund of Deposit less administration fee (Subject to Condition 1)	100% refund of Deposit less administration fee (Subject to Condition 1)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)
	<ul style="list-style-type: none"> Your visa is refused Inability to obtain a visa (See Condition 2) 	100% refund of Deposit less administration fee (Subject to Condition 1)	100% refund of Deposit less administration fee (Subject to Condition 1)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)	Refund of Tuition Fee calculated in accordance with ESOS Act (See Condition 2)
	Student Non-Compliance (See Condition 4)	100% refund of Deposit less administration fee (Subject to Condition 1)	100% refund of Deposit less administration fee (Subject to Condition 1)	0% refund of Tuition Fee. No credit toward future study at Curtin.	0% refund of Tuition Fee. No credit toward future study at Curtin.
	You do not pay your Tuition Fees in full and Curtin cancels your enrolment	NA	NA	NA	0% refund of Tuition Fee. No credit toward future study at Curtin.
	Withdrawal from pathway package offer	0% refund of deposit			

TABLE 5: CONDITIONS

1	<p>Variations to refund and administration fee: In certain circumstances, the Chief Student Services Officer or nominee may vary the refundable amount and/or may apply an administration fee (up to \$500). Curtin will not refund application fees (including Streamlined Visa Package Application Fees or enrolment fees).</p>
2	<p>Calculation of refunds: If your student visa is refused or delayed for reasons outlined in Subsection 47D (5) of the ESOS Act 2000 (<i>ESOS Act</i>) or if you have failed to meet the conditions of your Letter of Offer or if there is a provider default (as contemplated by Section 46A of the ESOS Act 2000), Curtin will calculate the amount it must refund to you in accordance with Section 47 of that Act, specifically the Education Services for Overseas Student (Calculation of Refund) Specification 2014.</p> <p>Tuition Protection Service (TPS): In the event of a provider default, the TPS may assist students to either continue their studies through another course or different provider, or by being provided a refund or loan re-credit for education and training they paid for but did not receive. For further information on how the TPS can assist please visit https://www.education.gov.au/tps</p>
3	<p>Deferred Entry: Where Curtin grants you a deferral of your Course (after you have accepted an Offer) Curtin will credit any payment you have made to the subsequent study period without penalty. If you do not start in the subsequent study period due to any of the circumstance stated in Table 1, Table 2 or Table 3, Curtin will process a refund in accordance with timeline of the original deferral request.</p>
4	<p>Student Non-Compliance: Student non-compliance encompasses:</p> <ul style="list-style-type: none"> • You breach a condition of your student visa; or • If Curtin makes a finding of Student Misconduct in accordance with Statute 10 – Student Discipline, Curtin will not grant any refund for the current study period of your Course.
5	<p>Leave of Absence or Underloading: If you withdraw from a Course or Unit due to an approved leave of absence or underload, Curtin will credit any payment you have made to future study periods. If you do not resume studies at Curtin at the end of the approved leave of absence period or if you withdraw from the Course or Unit after being approved for underloading, you will forfeit the amount you have paid and Curtin will not refund any credit to you.</p>