English Language Courses Refund Agreement



Time of Withdrawal	Circumstances					
	Notification of withdrawal or intention not to commence a course***	Visa Refusal/Inability to obtain a Visa**; Conditions on Letter of Offer could not be met; or the University is no longer able to provide the course	Misconduct or fraudulent or forged material submitted to the University	Unsatisfactory course progress+	Cancellation of enrolment due to failure to pay fees in full	Cancellation of enrolment due to improvement of English language proficiency eg. The student produces new English test scores
4 weeks or greater before published start date	100% refund minus the lesser of either \$500 administrative fee or 5% of the aggregate Letter of Offer deposit amount(s)*	100% refund (please refer to conditions below**) Administrative fees may apply in the case of a visa situation 100% refund of Enrolment Fee only where the University is no longer able to provide the course	100% of the Letter of Offer deposit amount(s) will be retained by the University.	100% refund of any credit on the student account (please refer to conditions below+)	N/A	100% credit retained in student account for mainstream studies
Between 2 to 4 weeks before published start date	75% refund*					100% credit retained in student account for mainstream studies
Less than 2 weeks before published start date	25% refund*					70% credit retained in student account for mainstream studies
After the published start date	0% refund				0% refund	Enrolled 10 weeks or less: 0% Refund Enrolled greater than 10 weeks 50% credit retained in student account for mainstream studies

CONDITIONS

Application fees, including the Enrolment Fee, are non-refundable. Unless expressly specified otherwise in the table above, all references to refund for Curtin English courses, relate to the remaining Tuition Fee(s) specified in the Letter of Offer.

*Please be advised, 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)/ refund the Enrolment Fee.

IMPORTANT NOTE: Refund requests for General English Courses will be assessed in accordance with Navitas policies and Conditions of Enrolment.

- **Visa Refusal/Inability to obtain a Visa: If the visa refusal or delay is due to reasons outlined in subsection 47D (5) of the ESOS Act 2000, the refunded amount will be calculated in accordance with the legislative instrument made under subsection 47E. In each instance, the student must present evidence of the refusal or delay to issue a visa.
- + Where a student fails to comply with Curtin policy and regulatory requirements, for example maintaining attendance or submitting assignments, no refund will be granted for the current study period (block/semester) of the course.
- ***Deferred Entry: Where a student, after accepting an offer of admission, is granted a deferral of their course, any payments made will be transferred to the subsequent study period without penalty. Where the student does not commence in the subsequent study period due to any of the circumstance stated above, a refund will be processed in accordance with timelines of the original deferral request.

LIVING COSTS

Living expenses must not be paid directly to Curtin University. Students and sponsors must not overpay the tuition fees and/or related charges and costs to the University in order to obtain their living costs or circumvent any government regulation or restriction. The University is not able to act as a clearance account, and must abide by Australian money laundering laws. Excess payment amounts will be refunded to the original payer, or retained as credit for future tuition fees. Curtin University is not liable for any form of monetary loss due to, but not limited to, bank charges or fluctuating exchange rates.

OVERSEAS STUDENT HEALTH COVER

Students are to claim any refund of Overseas Student Health Cover (OSHC) directly from their OSHC provider. If you have yet to receive your Bupa policy number, you can contact OSHC@curtin.edu.au.

PROCESS FOR CLAIMING A REFUND

Please refer to https://students.curtin.edu.au/essentials/fees/refund-and-remission-of-fees for information on how to apply for a refund and email your completed application to studentrefunds@curtin.edu.au or by mail to Student Finance & Statutory Reporting, Student Services Curtin University GPO Box U1987 Perth WA 6845.

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REQUEST FOR REVIEW

If a student disagrees with the outcome of an application for a refund, a written request for review may be submitted to the University. The request for review must contain information on circumstances not previously presented or considered in the original application, and should be accompanied by any relevant documentation supporting the basis of the request. The supporting documentation to be included should provide enough detail for the Manager to make an informed decision regarding the case for review. Each request for review will be considered on its merits, in conjunction with the supporting documentation provided. The request for review may be submitted either by email or post to the Manager, Student Finance and Statutory Reporting, Student Services at studentrefunds@curtin.edu.au or GPO Box U1987, Perth WA 6845.

PROCESS FOR APPEAL

If a student is dissatisfied with the outcome or the conduct of the University's internal review process and has exhausted their internal appeal options, they may raise their concerns with:

The Ombudsman, Western Australia

The Ombudsman, Western Australia, investigates complaints about Western Australian public authorities including State government agencies, statutory authorities, local governments and public universities. The Ombudsman services are free to the public. The Ombudsman WA can be contacted on (Tel) +61 8 9220 7555 (Fax) +61 9220 7500 or (Email) mail@ombudsman.wa.gov.au

IMPORTANT NOTES:

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take further action under the Australian Consumer Law if the Australian Consumer Law applies.

Tuition fees will be refunded in accordance with these agreements. Please note it is the student's responsibility to ensure, when requesting a refund, the appropriate withdrawal from a course/unit application has been lodged with the University.

The University accepts no liability for any currency exchange fluctuation between the date the fee payments were received and the date the refund is paid, or for any bank charges relating to the refund.