CDU REFUND POLICY

1. ESOS Act Section 29

In circumstances to which Section 29 of the ESOS Act applies, the University will make a refund in accordance with that section. Clause 2 of this policy will not apply in those circumstances.

2. Tuition Refunds Generally

Subject to clause 1, the circumstances in which and the extent to which the University will make a refund of tuition fees or amounts paid on account of tuition fees by international students studying in Australia, are as follows:

2.1 **Application fee non-refundable:** The application fee (included in the tuition fee and separately specified in the Student Agreement) is non-refundable other than in what the University determines to be exceptional circumstances.

2.2. **Withdrawal of offer by University before course commencement**

2.2.1. In the event that the University withdraws its offer of a place on a course before the agreed starting day for the course, all amounts paid on account of tuition fees for the course (other than the application fee) will be refunded in full, unless the offer has been made on the basis of incorrect or incomplete information supplied by the student. In the latter case, the University reserves the right to retain up to 15% of the tuition fee payment (over and above the application fee), as well as the amount of any payment made to the University's agent who recruited the student.

2.2.2. If an offer is withdrawn because the student has failed to meet the requirements of a preliminary program, fees paid for the preliminary program will not be refunded.

2.3. **Failure by University to provide the course:** If the University cancels a course at any time after it starts and does not replace it with an equivalent course while there are students who have still not completed the course within the full time duration of the course, at the time of cancellation, tuition fees paid by those students will be refunded in full.

2.4. **Student's failure to meet academic requirements:** Where a student fails to satisfy course progression requirements for a particular semester and, for that reason, either:

   (i) The student is precluded from re-enrolment in the course for the following semester; or
   (ii) The student's candidature is terminated during the following semester;

   tuition fees paid in advance for the following semester will be refunded in full. Fees paid for the previous semester (for which course progression requirements were not met) will not be refunded, other than in what the University determines to be exceptional circumstances.
2.5. **Student becoming subject to disciplinary action:**

2.5.1. If a student is suspended or otherwise precluded from taking further part in a course, either for a specific period or an indefinite period, as a result of disciplinary action taken under the University's governing legislation, tuition fees paid by the student (including but not limited to tuition fees paid in advance at the time of the suspension) will not be refunded.

2.5.2. If a student is finally precluded from taking further part in a course, as a result of disciplinary action taken under the University's governing legislation, tuition fees paid by the student (including but not limited to tuition fees paid in advance at the time of the preclusion) will not be refunded.

2.6. **Withdrawal by the student:**

2.6.1. The provisions in this clause 2.6 apply both to commencing students and continuing students.

2.6.2. Where a student, after accepting an offer of a place on a course, gives at least four weeks' written notice before the commencement of the semester of withdrawal from the course, tuition fees paid (other than the application fee) are refundable, less an administrative fee of 15% and any agent's fee that may have been incurred, provided that the reasons for withdrawal are acceptable to the University.

2.6.3. Where a student gives less than four weeks' written notice before the commencement of the semester of withdrawal from a course, tuition fees paid (other than the application fee) are refundable less 50% (including an administrative fee of 15%), provided that the reasons for withdrawal are acceptable to the University.

2.6.4. Where a student withdraws from a course within the first four teaching weeks of a semester, tuition fees (other than the application fee) paid for the semester are refundable less 50% (including an administrative fee of 15%).

2.6.5. A student who withdraws from a course, for whatever reason, after the first four teaching weeks of a semester will not be eligible for a refund of tuition fees paid, in any circumstance.

2.6.6. Notwithstanding clauses 2.6.1 to 2.6.5 (both inclusive), a notice of withdrawal due to exceptional circumstances may be accepted as grounds for either a total or partial refund of tuition fees, subject to the provision of acceptable documentary evidence in support of the application for a refund. Exceptional circumstances for this purpose may include:

(i) inability to obtain a student visa;
(ii) illness or disability;
(iii) death of the student or a close family member (parent, sibling, spouse or child); or
(iv) political or civil event which prevents the student from accepting an offer of a place.
2.7. **International students who obtain permanent resident status in Australia**

2.7.1. An international student who is granted permanent resident status in Australia will be given the option of a Commonwealth supported place or paying full fees applying to domestic students, where there are places available. Permanent resident status is recognised from the date stamped on the student's passport, not the date on which the application for status is made.

2.7.2. If the student has already paid the tuition fees applicable to international students for the semester, a total refund of those fees will be payable to the student less any agent's fee applying to the University if, in the first year of enrolment, the student has:

(i) obtained permanent resident status by the census date for that semester; and
(ii) been enrolled as a Commonwealth Supported Student under the *Higher Education Support Act* 2003 (Commonwealth); or
(iii) has made arrangements with the University to pay fees as a domestic student.

2.7.3. If the student obtains permanent resident status after the census date for the semester, the student will be classified as an international student for the remainder of that semester. The student will be liable to pay the tuition fees applying to international students for that semester. From the following semester, the student will be classified as a permanent resident and will be liable to pay for a Commonwealth-supported place or full fees applying to domestic students if the student continues study under either of those arrangements.

2.7.4. A Vocational Education and Training student who is granted permanent resident status in Australia will be entitled to a pro-rata tuition fee refund from the date of becoming an Australian permanent resident, minus a $100 processing fee if they have been granted permanent residency during a course.

2.7.5. An ELICOS student who is granted permanent resident status in Australia is not entitled to a refund of tuition fees.

2.8. **Refunds due to Exemptions**: No refund of tuition fees will be made where a student, after paying tuition fees for the semester, applies for and is granted exemptions for units within the program in which the student is enrolled. Instead, the fees will be credited towards the next semester's tuition fees.

2.9. **Refunds due to Change of Course**: Refund of tuition fees will not be made where a student, after paying tuition fees for a semester, applies for and is granted approval to change the program in which the student had been accepted. If the tuition fee for the new program is lower than the fees for the original program, the difference in fees will be credited towards the next semester's tuition fees.

3. **Process for Payment of Refunds**

3.2. **University default**: Any refund due under clause 2.2.1 or 2.3 of this Policy will be paid by the University within fourteen days of the withdrawal of the offer or cancellation of the course. It will not be necessary for the student to apply for a refund under those circumstances.
3.3. **Refunds in all other cases:**

3.3.1. In any other case in which a refund of fees is due in accordance with this Policy, the student must make application for the refund on the standard form, accompanied by appropriate documentation, and submitted to the Manager International Students, as soon as possible given the circumstances. An application will not normally be accepted if it is lodged later than 12 months from the end of the relevant semester.

3.3.2. Late applications may be considered where circumstances prevented the student from submitting an application within 12 months. Late applications must include evidence from a relevant professional practitioner of the circumstances that are said to have prevented submission within the required time frame.

3.3.3. The Manager International Students (or nominee) will consider the application as soon as practicable, and no later than 20 working days after receipt of the application. Once the decision has been made on the application, the Manager International Students will notify the student in writing of the decision and reasons for the decision.

3.3.4. Refunds will be paid within fourteen days of the notification of the University's decision.

3.3.5. Refunds will be made in the same currency as that in which fees were originally paid and will be made in the student's home country, unless exceptional circumstances apply.

3.3.6. If a student wishes to appeal the process relating to fee refunds, he or she should contact the University's Support and Equity officers, who will advise on the appropriate University dispute resolution and appeal processes.

4. **Transfer to another institution within Australia**

If a student decides to transfer to, and has been accepted by, another institution within Australia after arrival in Darwin, or part way through the course of study at the University, any refund paid by the University under this policy, will be transferred to the new institution. Fees will not be refunded to the student.

5. **CDU students at Macquarie Education Group (MEGA) - Sydney**

5.1 Students who paid $1000 as tuition fees deposit paid for the CDU/MEGA package offer will not be eligible for refund of the said deposit if he or she withdraws from the CDU program after commencement of studies with MEGA.

5.2 Other general refunds will be applicable as per Section 2.