Refund Policy for International Students

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws. The provisions in this Refund Policy apply to commencing students, continuing students and students who hold an eligible package offer from a nominated CDU partner institution for the purposes of Streamlined Visa Processing.

1. Total Refund

   a) Unsuccessful visa application
   The University will make a full refund of fees (including the Student Services and Amenities Fee) if a student’s application for a visa is unsuccessful and evidence of the decision is provided to the University.

   b) Withdrawal of offer by University before course commencement
   In the event that the University withdraws its offer of a place on a course before the agreed starting date for the course, CDU will refund any tuition fees that have been paid in advance and the Student Services and Amenities Fee.

      i. If an offer is withdrawn because the offer has been made on the basis of incorrect or incomplete information supplied by the student, CDU will refund any tuition fees that have been paid in advance and the Student Services and Amenities Fee less:
         • up to 15% of the tuition fee payment;
         • any payment made to an Agent who recruited the student.

   c) 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, at the time of cancellation, have not completed the course within the recommended full time duration, CDU will:
     • Refund all tuition fees and the Student Services and Amenities Fee that have been paid in advance, in total.

   d) Student’s failure to meet academic requirements
   Where a student fails to satisfy course progression requirements or successfully complete a preliminary qualifying program in a particular semester and, for that reason, either:
     i. the student is precluded from enrolling or re-enrolling in the course for the following semester;
     or
     ii. the student’s candidature is terminated during the following semester;

   CDU will refund all tuition fees that have been paid in advance for the semester less the Student Services and Amenities Fee.

   Fees paid for the previous semester in which course progression or preliminary qualification program requirements were not met will not be refunded except in what the University determines to be exceptional circumstances.

   e) Withdrawal due to exceptional circumstances
   Notwithstanding the above, 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 refund application. Exceptional circumstances for this purpose may include:
     i. illness or disability;
     ii. death of the student or a close family member (parent, sibling, spouse or child); or
     iii. political or civil event which prevents the student from accepting an offer of a place.
2. Partial Refund

a) Withdrawal by the student before commencement (more than four weeks’ notice)
Where a student provides written notice of withdrawal from a course at a minimum of 4 weeks or more prior to course commencement, CDU will refund fees paid, less:
• up to 15% of the tuition fee payment;
• any payment made to an Agent who recruited the student;

b) Withdrawal by the student before commencement (less than four weeks’ notice)
Where a student provides written notice of withdrawal from a course at less than 4 weeks prior to course commencement, CDU will refund fees paid, less:
• up to 25% of the tuition fee payment;
• any payment made to an Agent who recruited the student.

c) Withdrawal by the student within the first four weeks of commencement
Where a student provides written notice of withdrawal from a course within the first four teaching weeks after semester commencement, CDU will refund fees paid, less:
• up to 50% of the tuition fee payment;
• any payment made to an Agent who recruited the student;
• the Student Services and Amenities Fee.

3. No Refund

a) Student becoming subject to disciplinary action - ongoing
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, 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.

b) Student becoming subject to disciplinary action - final
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, 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.

c) Withdrawal by the student after the first four weeks of commencement
Where a student provides written notice of withdrawal from a course after the first four teaching weeks of semester commencement, fees paid by the student (including but not limited to tuition fees paid in advance) will not be refunded.

d) Students who are granted Advanced Standing
Where a student, after paying fees for the semester, applies for and is granted Advanced Standing, fees paid by the student for the semester will not be refunded. Instead, any credit balance will be credited towards the student’s next semester’s fees.

e) Students who are approved to change course
Where a student, after paying fees for the semester, applies for and is granted approval to change the course in which the student has been accepted or enrolled, and where the tuition fee for the new course is lower than the tuition fee for the original course, the difference in fees will not be refunded. Instead, any credit balance will be credited towards the student’s next semester’s fees.

f) Students who transfer to another institution within Australia
If a student applies to, and is accepted by, another institution within Australia after arrival at the University, 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 directly to the student.

g) International Higher Education students who obtain permanent residency in Australia prior to Census date
An international student who is granted permanent resident status in Australia prior to Census date will be given the option of a Commonwealth supported place or paying the full fee that applies to domestic students, where there are places available. Permanent residency is recognised from the date stamped on the student’s passport, not the date on which the application for status is made. For international students who have:

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

CDU will refund any tuition fees paid for the semester in which permanent residency was recognised, less:

- any payment made to an Agent who recruited the student, if that payment relates to the semester in which permanent residency was recognised;
- the Student Services and Amenities Fee.

**h) International Higher Education students who obtain permanent residency in Australia after Census date**

If the student obtains permanent residency 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 applicable 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.

**i) International Vocational Education and Training students who obtain permanent residency in Australia**

Where an international student enrolled in a Vocational Education and Training course is granted permanent residency in Australia, CDU will refund tuition fees on a pro-rata basis from the date that permanent residency is recognised, less:

- any payment made to an Agent who recruited the student, if that payment relates to the semester in which permanent residency was recognised.

4. **Application process and payment of refund**

**Refund due under Clause 1B (not including Clause 1B-i) or Clause 1C**

The University will pay the refund due within fourteen days. It is not necessary for the student to submit an Application for Refund form.

**Refund due under all Clauses except Clause 1B (not including 1B-i) or Clause 1C**

The student must submit an Application for Refund form with supporting documentation attached, and submit to the Manager International Admissions at international@cdu.edu.au. An application will not normally be accepted if it is lodged later than 12 months from the end of the relevant semester.

- The University will respond to the application within 20 working days from receipt of the completed Application for Refund form and will notify the student in writing of the decision.
- Refunds will be paid within fourteen days of the notification of the University's decision.
- Refunds will be made in the same currency and the same method (e.g. credit card) as that in which fees were originally paid, and will be made in the student's home country, unless exceptional circumstances apply.
- Where a third party such as a sponsoring body or scholarship agency pays the student's fees, any refund will be paid to the third party.
- OSHC will be refunded if the student's payment has not already been sent by the University to OSHC Worldcare, otherwise, the student will be responsible for applying directly to OSHC Worldcare for the refund.
- A student has the right of appeal under the University’s Grievance and Complaints policy and procedures.