International Students - Refund of Fees Procedure

Section 1 - Preamble

(1) Charles Darwin University ('the University', 'CDU') enrols international students, including on student visas, on a fee-paying basis. CDU requires procedures to regulate the refund of fees paid, that may or may not include, tuition fee deposits.

Section 2 - Purpose

(2) This document outlines the procedures which regulate the refund of fees to international students, including those on student visas. These procedures form part of CDU's written agreement with international students on student visas in accordance with the Education Services for Overseas Students Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Section 3 - Scope

(3) These procedures apply to all CDU staff, all CDU international students, including prospective international students who have applied to study with CDU, and all third parties involved in collecting fee payments on behalf of CDU.

Section 4 - Procedure

Refunds

(4) Depending on the circumstances, prospective and enrolled international students may be entitled to a full or partial refund of fees paid to CDU.

Failure by University to Provide the Course

(5) If the University cancels a course at any time after it commences and does not replace it with an equivalent course while there are students enrolled who, at the time of cancellation, have not completed the course within the course duration, then CDU will refund all tuition fees and the Student Services and Amenities Fee that have been paid in advance. Fees paid for the previous semesters in which the student failed to complete within the recommended course duration will not be refunded except in special circumstances.

Withdrawal of offer by the University before Course Commencement

(6) If CDU withdraws an offer before the agreed starting date for the course, the University will refund any tuition fees that have been paid in advance and the Student Services and Amenities Fee. No administration fee will be charged.

(7) If CDU withdraws an offer because that offer was made on the basis of incorrect or incomplete information supplied by the student, and not the result of any error or provision of misinformation by CDU or one of its education agents, then CDU will refund any tuition fees that have been paid in advance and the Student Services and Amenities Fee less:

a. 20% of the tuition fee paid; and
b. any payment made to an education agent who recruited the student.

Unsuccessful Visa Application

(8) If a student's application for a student visa is unsuccessful and evidence of the visa decision is provided to CDU, then CDU will refund any tuition fees that have been paid in advance and the Student Services and Amenities Fee, less a $500 administration fee.

Student Failure to Meet Academic Requirements

(9) If a student fails to satisfy course progression requirements or fails to successfully complete a preliminary qualifying program in a particular semester and, for that reason, either:

a. the student is precluded from enrolling or re-enrolling in the course for the following semester; or
b. the student's candidature is terminated during the following semester,

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

(10) Fees paid for the previous semester in which course progression or preliminary qualification program requirements were not met will not be refunded.

Withdrawal Due to Compassionate or Compelling Circumstances

(11) If a student has demonstrated and provided evidence of compassionate or compelling circumstances that are beyond their control CDU will provide either a total or partial refund of tuition fees. Compassionate or compelling circumstances for this purpose may include but are not limited to:

a. illness or disability; or
b. death of the student or a close family member (parent, sibling, spouse or child); or
c. a political or civil event that prevents the student from accepting an offer of a place.

Withdrawal by the Student before Commencement

More Than Four Weeks' Notice

(12) If a commencing student provides written notice of withdrawal from a course no later than four weeks prior to course commencement, then CDU will refund fees, less:

a. 20% of the tuition fee payment; and
b. any payment made to an agent who recruited the student.

Withdrawal by the Student before Commencement

Less Than Four Weeks' Notice

(13) If a commencing student provides written notice of withdrawal from a course later than four weeks prior to, and before, course commencement, then CDU will refund fees, less:

a. 30% of the tuition fee payment; and
b. any payment made to an agent who recruited the student.

Withdrawal by the Student Within the First Four Weeks of Commencement

(14) If a commencing student provides written notice of withdrawal from a place in a course within the first four weeks after course commencement, a refund of fees paid will be made, less:

a. 50% of the tuition fee payment;
b. any payment made to an agent who recruited the student; and the Student Services and Amenities Fee.

Students Subject to Disciplinary Action – Ongoing

(15) 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 CDU's 's governing documents, then 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.

Students Subject to Disciplinary Action – Final

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

Withdrawal by the Student After the applicable Commencement Semester Census Date

(17) If a commencing student withdraws from a course after the applicable Semester census date, fees paid by the student (including but not limited to tuition fees paid in advance) will not be refunded.

Students Who are Granted Advanced Standing

(18) If a student, after paying fees for the semester, is granted Advanced Standing, 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 but will be credited towards the student's future fees.

Students Who are Approved to Change Course

(19) If a student, after paying fees for a semester, is granted approval to change course, and if 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 but will be credited towards the student's next semester's fees.

Students Who have Overpaid the Required Fees

(20) If a student has made payments more than the required fees (including but not limited to tuition fees paid) for their course, the remaining fees paid by the student will not be refunded. Instead, the amount will be credited towards the student's next semester's fees.

Students Who Transfer to Another Institution Within Australia

(21) If a student transfers to another registered provider after commencement, then any refund due will be transferred to the new provider and will not be refunded directly to the student.

International Higher Education Students who obtain Permanent Residency prior to Census Date.

(22) An international student who is granted permanent resident status 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. If a student has:

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

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

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

International Higher Education Students Who Obtain Permanent Residency in Australia After Census Date

(24) If a student is granted permanent residency after the census date for the semester, the student will be classified as an international student for the remainder of that semester and will be liable to pay the tuition fees applicable to international students for that semester.

International Vocational Education and Training (VET) Students Who Obtain Permanent Residency in Australia

(25) If the student enrolled is granted permanent residency, then 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.

Application Process and Payment of Refunds

(26) The student must submit an International Student Refund Form, with supporting documentation attached, by email to 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.

Refunds Due to Provider Default

(27) CDU will pay the refund due within 14 days of the provider default (the date the course was due to begin, or the date the University ceases to provide the course).

Refunds Due to Student Visa Refusal

(28) Refunds will be paid within 28 days of the date the student applies for the refund providing evidence of the visa refusal, or the date the student was due to begin the course, whichever is earlier.

Refunds Due Under all Other Circumstances

(29) Refunds will be paid within 28 days of the date the student applies for the refunds.

(30) Refunds will be paid via electronic funds transfer (EFT) and will be paid in Australian dollars only. If the receiving bank does not accept Australian dollars, the refund will be paid in US dollars.

(31) Refunds will be paid to the same account from which the original payment was made, unless the student authorises a transfer to a third party, or unless the student is transferring to another registered provider in which case payment will be transferred directly to the provider. Payments made by credit card will only be transferred back to the

original credit card account.

(32) Where a third party such as a sponsoring body or scholarship agency has paid the student's fees, any refund will be paid to the third party.

(33) Any unused portion of Overseas Student Health Cover (OSHC) will be refunded if the student's payment has not been sent to the insurer, otherwise the student will be responsible for applying directly to the insurer for the refund.

Appeals

(34) If an international student is not satisfied with any decision made in the refund process by CDU Global and believes these procedures were not followed, then they may make a complaint or lodge an appeal within 20 days of notification of a decision, in accordance with the Complaints Policy - Students.

(35) Availability of CDUs complaints and appeal processes does not remove the right of an international student to take action under Australia's consumer protection laws, to lodge an appeal with a relevant external body or to take other legal action.

Section 5 - Non-Compliance

(36) Non-compliance with Governance Documents is considered a breach of the Code of Conduct – Staff or the Code of Conduct – Students, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the Charles Darwin University and Union Enterprise Agreement 2022 and the Code of Conduct – Students.

(37) Complaints may be raised in accordance with the Code of Conduct – Staff and Code of Conduct - Students.

(38) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the Fraud and Corruption Control Policy and Whistleblower Reporting (Improper Conduct) Procedure.

Status and Details

Status	Historic
Effective Date	15th January 2022
Review Date	16th November 2024
Approval Authority	Academic Board
Approval Date	17th November 2021
Expiry Date	9th September 2024
Responsible Executive	Adam Lam Director CDU Global
Implementation Officer	Adam Lam Director CDU Global
Enquiries Contact	Adam Lam Director CDU Global