

STUDENT REFUND POLICY

1. PURPOSE

To provide guidelines on the managing and handling of refunds for students under various conditions in a fair, reasonable and transparent manner.

2. POLICY STATEMENTS

2.1 This policy has been developed in accordance with the requirements detailed in the Private Education Act, the Private Education Regulations 2009 Section 11, and the EduTrust Certification Scheme and is communicated to all students, including prospective ones.

2.2 Students will be aware of the policy and its implications before signing the Standard PEI-Student Contract with Curtin Singapore.

2.3 Students are aware of the financial implication of any decision they make concerning their course enrolment.

2.4 Termination and Refund Policy

2.4.1 Curtin Singapore will notify the Student within three (3) working days after becoming aware of any of the following (each a "Refund Event"):

- (a) It cannot commence the provision of the Course on the Course Commencement Date;
- (b) It cannot complete the provision of the Course by the Course Completion Date;
- (c) The Course will be terminated before the Course Completion Date;
- (d) The Student does not meet the course entry or matriculation requirements as stated in Schedule A; or
- (e) the Immigration & Checkpoints Authority of Singapore (the "ICA") rejects the Student's application for the Student Pass.

2.4.2 Where any of the Refund Events in Clause 2.4.1(a) to (c) above has occurred:

- (a) Curtin Singapore shall use reasonable efforts to make alternative study arrangements for the Student and shall propose such alternative study arrangements in writing to the "Contracting Party" (being the Student if the Student is 18 and above years of age or the Parent/Legal Guardian if the Student is under 18 years of age), within ten (10) working days of informing the Contracting Party of the Refund Event.
- (b) If the Contracting Party accepts such alternative study arrangements, Curtin Singapore shall set forth such alternative study arrangements in a written contract and this Contract shall automatically terminate on the date that such new written contract comes into effect.
- (c) If Curtin Singapore does not propose alternative study arrangements for the Contracting Party within the time stipulated in Clause 2.4.2(a) above, or the Contracting Party does not accept such alternative study arrangements, the Contracting Party may forthwith terminate this Contract by way of a written notice to Curtin Singapore.

2.4.3 Where any of the Refund Events in Clauses 2.4.1(d) to (e) has occurred, Curtin Singapore shall forthwith terminate this Contract by way of a written notice to the Contracting Party.

2.4.4 If the Contract is terminated pursuant to Clause 2.4.2(b) read with Clause 2.4.1(a), Curtin Singapore shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

2.4.5 If the Contract is terminated pursuant to Clause 2.4.2(b) read with either Clause 2.4.1(b) or Clause 2.4.1(c), Curtin Singapore shall refund the Course Fees and Miscellaneous Fees in proportion to

the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

2.4.6 If the Contract is terminated pursuant to Clause 2.4.3 or Clause 2.4.2(c) read with Clause 2.4.1(a), the PEI shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

2.4.7 If the Contract is terminated pursuant to Clause 2.4.2(c) read with either Clause 2.4.1(b) or Clause 2.4.1(c), Curtin Singapore shall refund the Course Fees and Miscellaneous Fees in proportion to the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

2.4.8 Refund for Withdrawal During the Cooling-Off Period:

Notwithstanding anything herein contained, the Contracting Party shall be entitled to, without any liability whatsoever to Curtin Singapore, forthwith terminate the Contract at any time within the Cooling-Off Period by way of a written notice to Curtin Singapore. Curtin Singapore shall return all Course Fees and Miscellaneous Fees paid to it within seven (7) working days of the receipt of the written notice.

2.4.9 Refunds for Withdrawal Outside the Cooling-Off Period:

Without prejudice to Clauses 2.4.1 to 2.4.8 above, the Contracting Party may terminate the Contract at any time before the Course Completion Date by providing a written notice to Curtin Singapore. Upon receipt of such notice, Curtin Singapore shall within seven (7) working days, refund to the Contracting Party such amount (if any) as determined in accordance with the following Refund Tables.

For Diploma, Undergraduate and Postgraduate courses:

% of [the amount of Course fees and Miscellaneous Fees under Schedules B and C of Standard PEI-Student Contract]	If the Contracting Party's written notice of withdrawal is received:
[95%]	more than [50] working days before the Course Commencement Date
[90%]	on or before, but not more than [50] working days before the Course Commencement Date
[50%]	after, but not more than [20] working days after the Course Commencement Date
[0%]	more than [20] working days after the Course Commencement Date

For English courses:

% of [the amount of Course fees and Miscellaneous Fees under Schedules B and C of Standard PEI-Student Contract]	If the Contracting Party's written notice of withdrawal is received:
[100%]	more than [20] working days before the Course Commencement Date
[75%]	on or before, but not more than [20] working days before the Course Commencement Date
[0%]	after the Course Commencement Date

2.5 Deemed Withdrawal

A Student who transfers from the Course to another course with Curtin Singapore shall, for the purposes of this Clause 2.5, be deemed to have withdrawn from the Course and the provisions of Clause 2.4.9 of this policy shall apply save as otherwise agreed between Curtin Singapore and the Student.

2.6 Change of Course

Further to Clause 2.5 of this policy, a fresh PEI-Student Contract under this format shall be executed between Curtin Singapore and the Student for any change of Course, whether with Curtin Singapore or otherwise.

2.7 Withdrawal of a Unit

Where a Student withdraws from a unit before the census date, no fee liability is incurred. Any fees paid in respect of the unit will be retained as credit towards the next study period. Should a Student request a refund of the tuition fee associated with the withdrawn unit, the provisions of Clause 2.4.9 of this policy shall apply to the withdrawn unit save as otherwise agreed between Curtin Singapore and the Student.

2.8 Special Circumstances for Refunds

2.8.1 In cases of special circumstances such as medical emergencies, bereavement, or other significant events, Curtin Singapore may consider refund requests on a case-by-case basis. Documentation supporting the claim must be submitted, and any refunds granted will be at the sole discretion of Curtin Singapore.

2.8.2 In special circumstances, the Pro Vice-Chancellor & President or nominee may increase the amount of any refund provided. If a larger refund is approved, a fee (up to S\$550) may still be charged.

2.9 Force Majeure

In the event that any party shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the control of that party, including but not limited to acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations hereunder of that party or all the parties as the case may be and as they are affected by such cause shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable despatch. For the avoidance of doubt, this Clause shall not apply to cases where:

- (i) Curtin Singapore is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against Curtin Singapore (or, any partner of Curtin Singapore); and
- (ii) the relevant authority(ies) issue(s) an order to cease and/or terminate the operations of Curtin Singapore, or the happening of anything of a similar nature under the laws of Singapore.

2.10 Non-Refundable Fees

The following fees are non-refundable under all circumstances:

- (i) Consumed course fees
- (ii) Fees for consumables, materials, or services already provided and consumed

2.11 No Double Claim

For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from Curtin Singapore or the Insurance Company pursuant to a provision of the Student Contract or the Master Insurance Agreement in respect of any matter or damage, then the Student and his/her parent/guardian shall not be entitled to claim against Curtin Singapore or the Insurance Company for the same payment in respect of the same matter or damage pursuant to any other provision of the Student Contract or the Master Insurance Agreement.

2.12 Jurisdiction

The parties hereby irrevocably agree that the courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with the Student Contract which cannot be settled successfully through the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) and that, accordingly, any legal action arising out of or in connection with the Student Contract (“Proceedings”) may be brought in those courts and the parties irrevocably submit to the jurisdiction of those courts PROVIDED THAT nothing in this Clause shall limit the right of any party to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude that party from taking Proceedings in any other jurisdiction, whether concurrently or not.

2.13 Misconduct of Fraudulent or Forged Material Presented

In the event of misconduct or fraudulent or forged material is presented, no refund will be granted.

2.14 Communication to Students

The computation of the refund amount shall be communicated to students in a clear and timely manner, detailing the basis and method of calculation, in accordance with Curtin Singapore’s Student Refund Policy.

2.15 Singapore Consumer Protection Laws

This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Singapore’s consumer protection laws.

2.16 Dispute Resolution

In the event of a dispute regarding a refund, Curtin Singapore commits to resolving the issue amicably through its internal dispute resolution channels. If the Student and Curtin Singapore cannot settle a dispute using the way arranged by the Curtin Singapore, the Student and Curtin Singapore may refer the dispute to the SSG Mediation-Arbitration Scheme.

2.17 Refund Records

All refund records are promptly updated and accurately maintained to comply with regulatory requirements, ensuring transparency, accountability, and timely reporting of refund transactions.

2.18 Regular Policy Review

The refund policy shall be reviewed annually for continual improvement and to ensure that it remains fair to the students on an annual basis.

3. **SUPPORTING PROCEDURES**

3.1 Student Refund Procedures

4. **RELATED DOCUMENTS/LINKS**

4.1 Private Education Regulations 2009

5. **RESPONSIBILITY**

5.1 The Commercial Finance Manager is responsible for the implementation, maintenance, and compliance of this policy and its associated procedures.



Policy Manager:	Commercial Finance Manager
Approval Authority:	Executive Committee
Review Date:	9/12/2024

REVISION HISTORY

Version	Approved/ Amended/ Rescinded	Date	Committee/ Board/ Executive Manager	Resolution Number	Key Changes and Notes
1	Approved	9/12/2022	Executive Committee	EXCO 50/22	Previous version has been rescinded
2	Approved	1/10/2024	Executive Committee	CR01/24	Update policy statements in view of changes to SSG's requirements and for continuous improvement