

FINANCE POLICY - STUDENTS REFUND AND TUITION FEES

1. STUDENTS REFUND AND TUITION FEES

1.1	PAYMENT OF REFUNDS
1.1.1	<p>Refunds of fees paid, less deductions provided for in this policy, will be made if students apply to FBA within the refund application period as prescribed in this policy.</p> <p>1.1.1.1 Students seeking a refund while in Malaysia must complete and submit the Refund Request Form, available from the Cashier Counter and the University official website. Appropriate supporting documentation must be provided with the Refund Request Form.</p> <p>1.1.1.2 International students seeking a refund while in Malaysia must include in their Refund Request Form and appropriate supporting documentation. E.g. evidence of arrangements for departure from Malaysia or acceptance into another course of study.</p> <p>1.1.1.3 International students seeking a refund while outside Malaysia must include in their refund request letter; the student's contact details, reasons for the refund request, the name of the person to whom the refund is to be made, and payment details. Appropriate supporting documentation must be provided with the letter.</p> <p>1.1.1.4 Applications for refunds must be made within twelve (12) months of the event occasioning the refund as prescribed in this policy.</p>
1.1.2	If the refund payment is made to a third party's bank account, the student must include an Authorisation Letter, available from the Cashier Counter and the University official website, with the refund application indicating the name and payment details of the beneficiary.
1.1.3	In order for a refund to be payable, the funds must be available (eg. Cheques are cleared, telegraphic transfers received), and any debts to the University must be paid in full or the outstanding amounts will be deducted from the refund.
1.1.4	Approved refunds will be made in Ringgit Malaysia within four (4) weeks of receipt of a written request (if overseas) or receipt of the Refund Request Form from students. Where applicable, copies of required documents should also be furnished by students.
1.1.5	The University reserves the right to retain the amount of any agent or success fee incurred by the University in recruiting a student, in addition to any other amount the University is entitled to retain under this policy.
1.1.6	This policy applies to all students irrespective of who pays the fees.
1.1.7	Where a student's fees are paid by a sponsoring body or scholarship agency invoiced by the University, any refund payable will normally be made to that body.
1.1.8	An administration fee will apply if a refund has to be re-issued on the basis of incorrect or incomplete information supplied by the student.
1.1.9	The University reserves the right to retain the full fee paid where an offer was made on the basis of fraudulent documents.
1.2	REFUND OF TUITION FEES
1.2.1	<p>Subject to the conditions of 1.1.4, a full refund of tuition fees will be provided if:</p> <p>1.2.1.1 an offer of a course is withdrawn prior to commencement, except where the offer was withdrawn on the basis of incorrect or incomplete information supplied by the student; or</p> <p>1.2.1.2 a student does not meet the conditions stated on their offer letter; or</p> <p>1.2.1.3 a student is not permitted to enrol or re-enrol due to failure to meet academic progression requirements; or</p> <p>1.2.1.4 a student has their student visa application refused (applicable to international students only)</p> <p>1.2.1.5 a student who has accepted a course transfer to Swinburne University of Technology, Melbourne.</p>

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1.2.2	If a commencing student decided to withdraw from the offer or has their enrolment cancelled before the commencement of a course, refund of tuition fees, less 10% of the fees payable stated in their offer letter or the fees incurred in the enrolment subjected to Section 1.2.3 and 1.2.4 below.
1.2.3	If a commencing or continuing student enrolled in a course running on a short semester; 1.2.3.1 A refund of tuition fees, less 50% of the fee payable if student withdraws, takes a leave of absence, or has their enrolment cancelled within two (2) weeks after the commencement of a course. 1.2.3.2 No refund is payable if a student enrolled in a course withdraws, takes a leave of absence, or has their enrolment cancelled after two (2) weeks of the commencement of a course.
1.2.4	If a commencing or continuing student enrolled in a course running on a long semester; 1.2.4.1 A refund of tuition fees, less 50% of the fee payable if student withdraws, takes a leave of absence, or has their enrolment cancelled within four (4) weeks after the commencement of a course. 1.2.4.2 No refund is payable if a student enrolled in a course withdraws, takes a leave of absence, or has their enrolment cancelled after four (4) weeks of the commencement of a course.
1.2.5	Where a commencing or continuing student takes leave of absence within four (4) weeks of the commencement of a course, money paid will be retained as a deposit for the course. If the student returns to study after the allowed period of leave, the pre-paid fees will be used to pay the fees in the relevant study period. If the student does not return to study after the allowed period of leave, the refund provisions for students in Section 1.2 of this policy apply. Students must apply for a refund within the refund application period as specified in Section 1.1 of this policy.
1.2.6	The refund policy is also applicable to students under the study abroad or exchange program.
1.3	REFUNDS IN EXCEPTIONAL CIRCUMSTANCES
1.3.1	Exceptional circumstances may be accepted as grounds for a full or partial refund of any pre-paid tuition fees, where a student would not otherwise be eligible for a refund, at the discretion of FBA. Exceptional circumstances include but are not limited to: 1.3.1.1 A major illness or disability affecting the student; or 1.3.1.2 The death of the student or a close family member (parent, sibling, spouse, or child); or 1.3.1.3 A political, civil or natural event in the student's home country that prevents the student from continuing their study in Malaysia
1.4	CHANGE OF INTAKE
1.4.1	Commencing students, who wish to change to a later intake, must notify MSR in writing prior to the course commencement date. A new offer will be issued advising of their new course commencement date, subject to course availability. A place may only be deferred for up to twelve (12) months.
1.4.2	Where a student changes intake any moneys paid to accept the course will be retained as a deposit. The intake fee structure where tuition fee is determined is subject to changes in accordance to provision in Section 1.17.
1.4.3	If, after changing intake, a student gives written notice that they do not intend to take up their place, the refund provisions for students in Section 1.2 of this policy apply. Students must apply for a refund within the refund application period as specified in Section 1.1 of this policy.
1.4.4	It is possible that changing intakes may affect a student's visa. Students are advised to contact MSR to ascertain any impact on their visa (applicable to international students only).

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1.5	REFUNDS FOR UNITS OF STUDY
1.5.1	<p>A full refund of tuition fees for those units of study will be provided if</p> <p>1.5.1.1 a student withdraws from the unit(s) of study that does not meet the pre-requisite requirement.</p> <p>1.5.1.2 a student has time-table clashes (proof of a clash has to be submitted to FBA).</p> <p>1.5.1.3 a student is not approved to enrol into the unit of study by the Faculty (it must be acknowledged by the co-ordinator).</p>
1.5.2	<p>A commencing or continuing student enrolled in a course running on a short semester who withdraws from units of study (but not the course) will be entitled to the following refund of tuition fees for those units of study if:</p> <p>1.5.2.1 A refund of unit tuition fees, less 50% of the fee payable if a student enrolled in a course withdraws from units of study within two (2) weeks after the commencement of a course.</p> <p>1.5.2.2 No refund is payable if a student enrolled in a course who withdraws from units of study after two (2) weeks of commencement of a course.</p>
1.5.3	<p>A commencing or continuing student enrolled in a course running on a long semester who withdraws from units of study (but not the course) will be entitled to the following refund of tuition fees for those units of study if:</p> <p>1.5.3.1 A refund of unit tuition fees, less 50% of the fee payable if a student enrolled in a course withdraws from units of study within four (4) weeks after the commencement of a course.</p> <p>1.5.3.2 No refund is payable if a student enrolled in a course who withdraws from units of study after four (4) weeks of commencement of a course.</p>
1.5.4	Students enrolled under the study abroad or exchange program who withdraw from units of study (but not the course) are not entitled to any refund.
1.6	ELECTIVES PLUS TEACHING PERIOD
1.6.1	An optional Electives Plus may be offered in some courses during the summer/winter teaching period. Students may be able to complete units of study in this teaching period which can be credited toward their course.
1.6.2	No refund will be provided for enrolments in the Electives Plus program after commencement of teaching period.
1.7	PROFESSIONAL ACCOUNTING COURSE
1.7.1	Tuition classes for professional accounting course may be offered to qualified student who wished to undertake the professional qualification.
1.7.2	The fee for the course is subject to tax (if any).
1.7.3	Student is required to make full payment in advance before registration for the course.
1.7.4	No refund will be provided for enrolments in the Professional Accounting Course after commencement of teaching period.
1.8	NON-REFUNDABLE FEES
1.8.1	The local student application fee, international student processing fee and insurance premium are not refundable.
1.8.2	Where a materials fee or other fees related to the courses, which is separate from the tuition fees, is payable for a course, these fees are not refundable.

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1.9	FULL REFUND OF TUITION FEES
1.9.1	<p>Notwithstanding anything in this policy, a full refund of tuition fees will be provided within two (2) weeks of the default day if:</p> <p>1.9.1.1 The University does not commence a course, or a revised accredited course on the agreed start date; or</p> <p>1.9.1.2 The University is unable to continue to provide a course or a revised accredited course to a student after commencement but prior to completion; or</p> <p>1.9.1.3 A course cannot be provided in full and a student has not withdrawn prior to sanctions being imposed on the University.</p> <p>And the student has not withdrawn before the default day.</p>
1.9.2	In the event of a course not being delivered, the University may offer a student a place in an alternative course at the University's expense. Where a student accepts the alternative course in writing, the University is relieved of its liability to pay a refund under 1.9.1.
1.10	REFUND OF INTERNATIONAL DEPOSIT
1.10.1	<p>A full refund of international deposit will be provided to:</p> <p>1.10.1.1 A commencing or continuing student who has completed the course; or</p> <p>1.10.1.2 A commencing or continuing student who has been accepted and have transferred the course to Swinburne University of Technology, Melbourne; or</p> <p>1.10.1.3 A commencing or continuing student who has withdrawn from the course.</p>
1.10.2	No refund will be provided for a commencing or continuing student who had been deported by the IDM. However, the student is entitled to the other pre-paid fees less fee payable, as specified in Sections 1.2 and 1.8 above.
1.11	UNCLAIMED MONEYS
1.11.1	Pursuant to the provisions of the Unclaimed Moneys Act 1965, the University is obliged to surrender the unclaimed moneys to the Registrar of Unclaimed Money (JANM).
1.11.2	Queries regarding unclaimed moneys already sent should be referred to the Registrar of Unclaimed Money (JANM) (information available at www.anm.gov.my). The owner of the unclaimed moneys may recover the moneys from the Registrar in accordance to Part II of the Act.
1.12	GRIEVANCE HANDLING
1.12.1	Any grievance regarding issues administered by FBA and any petition regarding decisions relating to this policy should be lodged in writing and addressed to the Registrar and the, Director, FBA within twenty (20) working days of the event giving rise to the grievance or the student receiving the original decision from the University.
1.12.2	A review of a student's grievance/petition will commence within ten (10) working days of the written grievance/petition being lodged. The student will be given a written statement of the outcome of their grievance/petition, including reasons for the outcome.
1.12.3	Any decision made on the grievance/petition shall be considered within the University's policies, statutes and regulations.
1.13	ANCILLARY FEES SCHEDULE
	The University charges a range of ancillary fees which can be viewed in the Ancillary Fees Policy which is available in the University official website.

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1.14	PERSONAL DATA PROTECTION ACT 2010 ON SHARING OF PERSONAL INFORMATION
	Personal information about students is collected as part of the application and enrolment process and during their ongoing enrolment at the University, to ensure student compliance with the conditions of their visas and their obligations under Malaysian immigration laws generally. Information collected about students can be provided, in certain circumstances, to the Malaysian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition. In other instances information collected can be disclosed without a student's consent where authorised or required by law.
1.15	STUDENT'S OBLIGATION TO NOTIFY CHANGE OF ADDRESS
	Students must advise Student Engagement of any changes in their correspondence and permanent addresses and phone numbers (including mobile phone number) and personal email address within seven (7) days of the change.
1.16	STUDENT'S OBLIGATION TO MAINTAIN VISA AND INSURANCE
	International students must ensure that they maintain a valid visa and insurance required by the IDM. The University will arrange for the insurance as required by the IDM for the students. However, students are responsible to pay for the insurance premium. Student is also responsible for the application for the visa renewal one month before expiry.
1.17	TUITION FEES
1.17.1	Tuition fee is charged based on the standard full time study load of a course.
1.17.2	Students who undertake more or less than the standard full time study load in a teaching period will have their fee adjusted accordingly.
1.17.3	Students who enrol from 2009 to 2012 will be charged the annual tuition fee applicable at the time of enrolment into their course. Fees may be subject to no more than a 5% increase per annum in each subsequent year of enrolment.
1.17.4	Students who enrol from 2013 to 2014 will be charged the tuition fee applicable at the time of enrolment into their course. Fees may be subject to no more than a 5.5% increase per annum in each subsequent year of enrolment.
1.17.5	Students who enrol from 2015 onwards will be charged the tuition fee applicable at the time of enrolment into their course. Fees may be subject to no more than a 7% increase per annum in each subsequent year of enrolment.
1.17.6	Students who transfer from one course to another at the same level and within the same discipline, the previous intake fee structure remain applicable
1.17.7	Students who transfer from one course to another at the same level but to a different discipline, the new intake fee structure of the new discipline is applicable. For example, student transfer from Engineering to Business course, or Double Degree Engineering to Single Degree Engineering course, the new intake fee structure of the latter course applies.
1.17.8	Students who progress to another course at a different level after completing the previous course, the new intake fee structure of the new course is applicable. For example, student progress from Bachelor Degree to Postgraduate course, the new intake fee structure of the Postgraduate course applies.
1.17.9	Students who progress to another course at the same level after completing the previous course, the new intake fee structure of the new course is applicable. For example, student completed Bachelor of Business (Accounting) and progress to Bachelor of Computer Science, the new intake fee structure of the latter course applies.

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1.17.10	Students who had withdrawn or been excluded or has been absent for more than the allowed period of leave and re-apply to study with the University, the new intake fee structure of that course is applicable.
1.17.11	Students who transfer from one course to another at a different level, the new intake fee structure of the new course is applicable. For example, student currently in a Foundation course is now able to transfer to a Degree course without completion of the Foundation course (due to exemption), the new intake fee structure of the Degree course applies.
1.17.12	Students who enrol into a single unit of study which does not contribute to the completion to current enrolled course, the unit fee will be based on the new intake fee structure of the course where the unit belongs to. For example, an Engineering student who takes a Business unit as a single unit of study, the unit fee will be based on the new intake fee structure of the Business course.
1.17.13	Commencing students who change their intake must pay the tuition fee applicable at the time of enrolment into the course.
1.17.14	Continuing students who apply leave of absence must pay the tuition fee applicable at the time of enrolment into the course.
1.17.15	Additional tuition fees are payable if: 1.17.15.1 a student is enrolling in an additional unit of study with the approval of their School discipline. The approval is subject to availability of a place and that the unit of study does not clash with the other already enrolled units of study; or 1.17.15.2 a student is repeating a failed unit(s) of study.
1.17.16	Commencing international students must pay all outstanding dues specified in their offer letter and provide the documentation required by the University before proceeding to visa application.
1.18	PAYMENT OF TUITION FEE
1.18.1	By submitting the <u>Offer Acceptance Form</u> or paying the deposit, a student is deemed to have entered into a contract to pay the tuition fees by the due dates.
1.18.2	Tuition fees for both commencing and continuing students are normally payable within seven (7) working days after the commencement of the semester.
1.18.3	Tuition fees for both commencing and continuing students enrolled after the commencement of the semester are payable within seven (7) working days after the Fee Invoice date.
1.18.4	The University will not be liable for any discrepancies or shortfall (e.g. bank charges, loss in foreign currency exchange, etc) from the payment made by the currencies other than Ringgit Malaysia and the same shall be borne by the students. If there are any such discrepancies or shortfall, then the said discrepancies or shortfall must be fully paid to the University before the students are considered to have fully paid the fees.
1.18.5	Students undertaking a course with teaching periods outside the standard academic year may be required to make additional payments.
1.18.6	Students undertaking additional units outside the standard academic year for their course are subject to the due dates specified by the University.

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1.18.7	<p>Where full payment is not received by the due date, penalties are payable and one or all of the following may occur:</p> <p>1.18.7.1 The student's enrolment will be cancelled. For international students, IDM will be informed of the enrolment cancellation, which may result in the student's visa being cancelled.</p> <p>1.18.7.2 Student access to university facilities will be blocked.</p> <p>1.18.7.3 The student will not be permitted to sit for examinations.</p> <p>1.18.7.4 The student's official results and award will be withheld.</p> <p>1.18.7.5 The student will not be permitted to re-enroll at the University.</p> <p>1.18.7.6 A re-enrolment penalty, in addition to the late payment penalty, will apply.</p> <p>1.18.7.7 Student will only be allowed to re-enrol after paying the outstanding fee including the late payment and re-enrolment penalties.</p>
1.18.8	Students who fail to pay their tuition fees by the due dates because they did not receive their Enrolment Summary and Fee Invoice will not be exempted from the provisions in this section. It is the student's responsibility to ensure that they familiarise themselves with the payment due dates set and check their electronic correspondence with the University.
1.18.9	Students receiving financial aid may be granted special arrangements by the University.
1.19	EXTENSION OF PAYMENT
	Continuing students whose financial position has been affected by circumstances beyond their control may apply to extend the due date of payment. The application must be made in writing to the Director, FBA, prior to the due date and accompanied by evidence of financial hardship. Fee extensions will only be granted in exceptional circumstances.
1.20	REPEATING UNITS OF STUDY
1.20.1	Students who repeat units of study must do so at full cost for each of the repeated unit.
1.20.2	Repeating units of study is not automatic and is subject to the University's progression requirements. Restrictions apply to international students holding student visas extending the duration of their course.
1.21	FINANCIAL AIDS
1.21.1	Students on financial aid are required to maintain academic standards and comply with any other conditions in accordance with the terms of the aid, otherwise the aid may be cancelled.
1.21.2	Where two or more scholarships have been offered to a student, only the scholarship of greater value will be applied to the student's tuition fee. A student is only entitled to one scholarship from any organisation.
1.21.3	<p>Students on financial aid other than a scholarship from the University, who wish the University to invoice their sponsor for tuition fees must provide the University with an official letter from their sponsor confirming:</p> <p>1.21.3.1 what costs incurred by the student are to be invoiced.</p> <p>1.21.3.2 the duration of the scholarship</p> <p>1.21.3.3 the student's personal details as well as the contact person and address for sending the invoices.</p> <p>Upon receipt of the letter, the University will invoice the student's sponsor directly for teaching periods thereafter.</p>
1.21.4	Where a student's financial aid does not cover the entire tuition fee payable for a teaching period, the student remains liable for any unpaid amount by the specified due dates.
1.22	STUDENT EXCHANGE - OUTGOING
1.22.1	Students intending to participate in a Student Exchange program must pay all tuition fees (in Ringgit Malaysia), including health & medical insurance fee (if applicable) due for the total duration of the exchange to the University in advance prior to leaving for exchange.

GLOSSARY

Word/Term	Definition
Commencement of a course	The official semester commencement date shall be deemed to be the date of commencement of the MPU course or the core course whichever is earlier. Where applicable, the commencement of a course also includes course offered in the summer/winter term.
Commencing Students	Students commencing a new course
Continuing Students	Students who are continuing to enrol in a course in which they have previously been enrolled
Director, FBA	Means the Director, FBA appointed by Board of Directors to oversee financial and business analysis matters at Swinburne Sarawak and directly reports to the Deputy Vice-Chancellor / Chief Executive Officer and Finance Committee but indirectly to the Board of Directors and Swinburne Sarawak Council.
Electives Plus	Electives Plus gives students options to broaden their career skills and strengthen their employability by selecting from units outside their course discipline. It is an initiative aimed at integrating career skills development into the undergraduate curriculum.
Enrolled Student	A student who has enrolled with Swinburne University of Technology Sarawak Campus and has paid some or all fees and charges as stipulated by the University. A student who has not enrolled with the University but has paid some or all fees and charges is deemed to have enrolled.
FBA	Finance and Business Analysis
Financial Aids	Collectively means Scholarship, Study Loan and Instalment Payment Plan
IDM	Immigration Department of Malaysia
Intake fee structure	Will determinate which tuition fee a student naturally falls into
International deposit	The deposit sum required as security for the guarantee that the international student to whom the student pass is issued will comply with the provisions of the Ordinance and of any regulations made under, and with any conditions imposed in respect of, or instructions endorsed on the student pass, as required/prescribed by Regulation 18 of the Immigration Regulations, 1963.
JANM	Jabatan Akauntan Negara Malaysia
Long semester	Teaching period of twelve (12) weeks and above
MPU	Mata Pelajaran Umum
MSR	Marketing & Student Recruitment
Professional Accounting Course	Collectively for Association of Chartered Certified Accountants, UK (ACCA) and Certified Practising Accountants, Australia (CPA).
Scholarship	Financial aid given by Swinburne or sponsor which the student is not required to repay.
Short semester	Teaching period less than twelve (12) weeks.
Student Exchange - Outgoing	Undergraduate students enrolled at the University undertaking a student exchange program at Swinburne University of Technology, Melbourne (SUTM) or at any of its partner institutions.

Word/Term	Definition
Study Loan	Financial aid given by sponsor which the student is required to repay after completion of study.
The University	Swinburne University of Technology Sarawak Campus including Swinburne Sarawak Sdn Bhd and any of its subsidiary.
Unclaimed Moneys	<p>Moneys which are legally payable to the owner but have remained unpaid for a period not less one year after they have become payable.</p> <p>Examples under this category are:</p> <ul style="list-style-type: none"> • salaries, wages, bonuses and other payments due to employees; • dividends; • profits declared for distributions; • insurance claims which have been approved for payment; • bank draft, cashier's order and other documents of similar nature which validity period have lapsed; • fixed deposits (without automatic renewal instructions) which have matured; • tender deposits for which the intended purpose has been fulfilled; • sundry creditors or sundry debtors with credit balance. <p>Moneys credited to a trade account that has remained dormant for a period of not less than two years.</p> <p>Examples under this category are:</p> <ul style="list-style-type: none"> • trade creditors account; • trade debtors account with credit balance. <p>This includes student excess payment and refundable deposit.</p>
Year of enrolment	Swinburne University of Technology Sarawak Campus fiscal calendar year that begins on 1 January and ends on 31 December.