

APPLICATION PROCESS

1_ APPLICATION:

Please send the signed application form to your Kaplan representative with a refundable deposit of 10% of the total invoiced price (where applicable), that includes as a minimum the application fee and, if applicable, the courier fee. Students 18 and over (19 and over for students attending our Vancouver location) must sign the application form to say that they have read and agree with these terms and conditions. The parents or legal guardian of students under 18 (under 19 for students attending our Vancouver location) must read and also sign the application form on their behalf.

Contract Formation:

By signing and returning the application form the student is agreeing to enter into a binding contract with Kaplan. On Kaplan receiving the completed and signed application form and application fee, if the student's program and accommodation are available, Kaplan will produce a booking confirmation. Once this booking confirmation has been issued, a legally binding contract based on these terms and conditions will be formed between the student and Kaplan subject to the student meeting all applicable immigration requirements.

Your privacy is important to us. It is important that you read our privacy policy which informs you about how we process your personal data. This can be found at: www.kaplan.edu.au/privacy-policy.

• **AUSTRALIA:**
This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies. Kaplan may pay to, or receive from, third parties, fees in connection with accommodation, tuition and other related services.

• **NEW ZEALAND:**
Kaplan may add your personal details (name, date of birth and residency) to the National Student Index, which is managed by the Ministry of Education. Kaplan supplies data collected on your enrollment to a number of government agencies and other organisations.

• **CALIFORNIA:**
A student's Booking Confirmation is an invitation to enroll and the student's place on the program is reserved. Enrollment will occur upon arrival to the California campus after the review of important information and the signing of an enrollment agreement. As a prospective student, you are encouraged to review our catalogue prior to signing an enrollment agreement. You are also encouraged to review the School Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement. A link to these documents may be found at: www.kaplaninternational.com/privacy#toc-california-state-disclosures38. Please note that by submitting an application to us for study, you are accepting the terms in our privacy policy which can be found at: www.kaplaninternational.com/privacy.

2_ PAYMENT DEADLINE:

All program fees must be paid in full (unless otherwise notified) no later than 30 days before the program start date. If a booking is made less than 30 days before the program start date, the fees are immediately payable. If payment in full has not been received prior to your program start date, you will not be allowed to start your program.

• **USA:**
In the USA, a period of enrollment may not exceed 52 weeks at any one time. The minimum length of enrollment is 1 week and the maximum length of enrollment may not exceed 36 months.

• **CANADA:**
In Vancouver, if your enrollment duration is more than 26 weeks (6 months), 50% of tuition fees must be paid no later than 30 days before the program start date and the remaining balance must be paid no later than the date at which 50% of the program has been completed. Contact your Kaplan representative for more information. If the balance is not paid by the deadline, the student's program shall be terminated immediately. In Canada, the minimum length of enrollment is 1 week.

• **AUSTRALIA:**
For a program of 26 weeks or longer, you will be invoiced for the full fees, but you have the option of paying all of your tuition fees upfront or through the Tuition Protection Scheme (TPS) whereby 50% of tuition fees and 100% of all other fees must be paid in full no later than 30 days before the program start date, with the remainder of the tuition fees required 2 weeks before the start of the second study period of any individual program. This payment plan is not available for programs of less than 25 weeks, in which case you will be required to pay the full tuition fees no later than 30 days before the program start date, unless otherwise agreed by Kaplan Australia.

3_ VISA INFORMATION:

Visa requirements are subject to change, and it is the responsibility of the student to arrange all applicable travel permits or visas and to have a valid passport and leave to remain for the whole period of study. The student may be asked to make payment in full prior to the issuing of any of the visa documentation referred to below. For under 18 students, completed documentation from a parent or guardian may also be required before a student visa can be issued. Visas are not required for online only programs.

• **UK:**
If your application is successful, we will provide you with an offer letter for a Visit Visa (6 months) or Short Term Study Visa (11 months). See the following website for further details: <https://www.gov.uk/browse/visas-immigration>.

Following the UK leaving the EU, from January 2021 there will be new immigration rules, documentation and processes for EEA students. Please contact the UK admissions team for the latest advice regarding immigration requirements at the time of your application.

• **IRELAND:**
We will provide you with an invitation letter to assist you with your visa application.

• **USA:**
Our schools are authorized under Federal law to enrol non-immigrant students. After your application is received, Kaplan will request proof of funds verifying ability to pay for the entire enrollment in the US, which is required for Form I-20 Certificate of Eligibility issuance.

• **CANADA:**
Our schools have Designated Learning Institution (DLI) status with Immigration, Refugees and Citizenship Canada (IRCC). We will provide you with an invitation letter to assist you with your visa application, if applicable.

• **AUSTRALIA:**
Visa application form (Confirmation of Enrollment) may not be issued by the school until all required payments have been received and the enrollment agreement has been signed and returned. The enrollment agreement includes reference to the pre-departure and grievance procedures information and can be found on our website: <https://www.kbs.edu.au/courses/kaplan-english-australia/policies>.

• **NEW ZEALAND:**
In accordance with government regulations, visa support (Fees Receipt) is only issued by Kaplan when full payment has been received. Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through Immigration New Zealand and can be viewed on their website at: www.immigration.govt.nz.

4_ COURIER FEES:

If you enrol on a program in the USA less than 30 days before the program start date, a courier fee of USD80 will be charged to cover the expedition of visa documentation. If you enrol more than 30 days before the program start date, documentation will be sent by normal postal service, unless you request and pay for the courier service. In all other countries, a courier service is available on request at the rates below:

- * UK: GBP35
- * Ireland: EUR55
- * Australia: AUD85
- * New Zealand: NZD85
- * Canada: CAD80

5_ TRAVEL AND MEDICAL INSURANCE:

Travel and medical insurance is mandatory in most Kaplan school destinations for the duration of your stay regardless of your program length or program/visa type. Kaplan has worked in partnership with a number of partners to create a tailored travel and medical insurance plan. Details of what this covers are available from your Kaplan representative. You are responsible for the belongings which you bring with you to Kaplan schools or accommodation and for taking out insurance for your own possessions. You are required to show proof of medical insurance at the school when you arrive with the sole exception of our online programs. This policy must be presented in English in New Zealand. If insurance is required, you will not be allowed to commence a program until you have obtained satisfactory medical insurance. All non-EU students studying in Ireland will also have to register with GNIB within 30 days of arrival.

- **AUSTRALIA:**
The Australian government requires all students on Student Visas to obtain Overseas Student Health Cover (OSHC), a compulsory health insurance plan for overseas students in Australia. This must be obtained before you apply for a Student Visa, and you can either obtain this independently or through Kaplan. OSHC must cover the whole duration of your Student Visa, and must start at least one week before the start date of your program. Additional fees will be charged if you arrive in Australia earlier, in order to cover insurance for the full visa period.
- **NEW ZEALAND:**
In accordance with the NZQA - Education (Pastoral care of international students) Code of Practice 2016 international students must have medical and travel insurance which covers the following: any travels to and from New Zealand as well as within New Zealand. Medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and funeral expenses. Please note life insurance is not valid for New Zealand.

6_ HEALTH DECLARATION:

Students must report on their application form any: i) mental or physical illness; ii) allergy; iii) disability; or iv) condition that:

- * may interfere with their ability to successfully complete their program;
- * may impact the health and well-being of any other student, host or staff member;
- * may require monitoring, treatment or emergency intervention of any kind during the student's anticipated period of enrollment;
- * may require special accommodation.

Kaplan reserves the right to reject an applicant or terminate a student's enrollment in the program if the student's continued participation represents a risk to their health and safety or to the health and safety of other students or staff, or if, notwithstanding reasonable accommodations, in the opinion of Kaplan, the student's physical or mental condition makes the student unable or unlikely to successfully complete their program. Refunds in such circumstances are at the discretion of Kaplan.

- **USA:**
Some schools may require students to provide a Health Declaration and Immunization form in advance of arrival due to campus or state requirements. You will be informed in such cases.

7_ TUITION FEES:

Tuition fees include lessons, orientation meeting, use of computer room and internet at school, placement and progress testing and a Kaplan certificate on completion of the program. Kaplan reserves the right to withhold the granting of a certificate attained by a student if tuition fees remain outstanding, or other conditions notified to the student are not met.

8_ ADDITIONAL SERVICES:

Any additional services (including but not limited to transfers, travel, laundry, telephone costs, excursions, medical costs, special diet, exam fees, change of accommodation, enrollment amendments and materials fees) are not included in any tuition fees unless specifically stated on a valid invoice.

9_ TWIN ACCOMMODATION:

At Kaplan's discretion, students may be required to book single room accommodation instead of twin room accommodation.

10_ UNDER 18 YEAR OLDS:

The minimum age for participation in a Kaplan program is 16, unless a student is enrolled on a designated junior program or written authorization has been obtained by the relevant School Director. Kaplan delivers adult programs(except for programs advertised as being for juniors or young learners). Therefore, students aged 16 and 17 are advised that they will be attending classes with students aged 18 and over. Under 18 year olds may be required to pay a guardian fee, provide custodianship documents, live in Kaplan- approved accommodation, book Kaplan's airport transfer service both ways, and purchase a medical insurance policy. All students under 18 (under 19 for students attending our Vancouver location) must provide a signed Minor Authorisation form prior to arrival, and in Canada, students may need to provide a notarized Custodianship Declaration.

- **UK AND IRELAND:**
The British and Irish governments require all students under 18 to submit a Waiver form and an Authorisation of Emergency Medical Treatment form which will be provided at the time of booking. All students under 18 must have travel and medical insurance in place for the duration of their program. You are required to show proof of medical insurance and all requested signed Under 18 documents at the school when you arrive. You will not be allowed to commence a programs until you have obtained satisfactory medical insurance.

TERMS & CONDITIONS

1_ RULES AND REGULATIONS:

Students' arrangements with Kaplan are governed by the law of the country (or region) where the particular school attended is located.

2_ ARRIVALS AND DEPARTURES:

All accommodation is booked from the Saturday or Sunday before the program start date until the Saturday morning after the program end date, unless otherwise advised. A partial week may be counted as 1 week's accommodation. Check-in time for most accommodation is 14:00 and check-out time is 10:00 unless special arrangements have been made with the accommodation provider or an alternative check-in/check-out time is noted in the accommodation fact file. Students arriving between 22:30 – 06:00 may be asked to book alternative accommodation in a hotel on their first night due to late/early arrival at accommodation, or be charged an extra night of accommodation.

- **AUSTRALIA AND NEW ZEALAND:**
If a student fails to show after 2 hours of their advised arrival time, a no-show fee will be charged. A no-show fee will be added to Transfer Fees.

3_ LATE ARRIVALS, VACATIONS AND ABSENCES:

If you begin your enrollment late or are absent during your program, we will make every effort to ensure you are able to complete the full period of enrollment but this cannot always be guaranteed and no refund will be made for the time missed. Periods of absence cannot be made up with a free extension of the program unless the leave of absence has been authorized by Kaplan. Session Break dates are pre-built into the Academic Year and Academic Semester programs and students cannot make changes to these dates. Unapproved breaks taken at other times will be marked as periods of absence. For other programs, granting of any Session Breaks after the program has started will be at the discretion of individual schools, according to visa regulations, and may incur a change fee or be marked as a period of absence depending on location. In the UK, Students are entitled to 1 week's holiday for every 10 weeks that they study. For approved absences in the USA or Canada (e.g. Leave of Absence or Session Break) after you have started your program, the unused tuition weeks will be added to the end of the program. In Australia, session breaks and vacations must be booked at time of enrolment. In the USA or Canada, if the student is absent for 3 consecutive school days, the student's emergency contact, Kaplan representative or sponsor will be contacted to determine their safety and welfare; if the student is a minor, the authorities may be contacted as well. If the student is absent for 14 consecutive days without notice, the program will be terminated. Normal termination refund terms and conditions shall apply.

4_ MEALS AND CLASSES MISSED:

No refunds or substitutions will be made for meals or classes missed due to public holidays, exams, excursions, internships (if applicable), first day orientation or other obligations that fall outside the normal schedule.

5_ PUBLIC HOLIDAYS:

Classes are normally not held and most school facilities are closed on public holidays. All published program start dates fall on a Monday. If the Monday is a public holiday, the start date will fall on a Tuesday. Compensation will not be made for classes not offered on public holidays.

6_ CAMPUS FACILITIES:

Students attending a Kaplan school at a university or college campus location are advised that campus facilities (e.g. gym, cafeteria) may not be available during campus holidays. Further details are available from the Kaplan booking office.

7_ CHANGE FEES:

Any changes required by a student must be requested with the relevant period of notice set out below.

Minimum notice for changes before program commencement (no charge):

- * UK & Ireland: 4 weeks' notice
- * USA & Canada: 4 weeks' notice
- * Australia: 2 weeks' notice
- * New Zealand: 1 weeks' notice

Fees for changes post program commencement.

For change of school location, program dates, accommodation or program type:

- * UK: GBP 65
- * Ireland: EUR 90
- * Australia: AUD 75
- * New Zealand: NZD 75
- * USA: USD 100 change fee only applicable for accommodation changes
- * Canada: CAD 100 change fee only applicable for accommodation changes

Kaplan is not obliged to fulfill any change request. Academic Year or Academic Semester students cannot transfer to a different Kaplan school during term time. If changing to a location (or changing program) where fees are lower, the difference in fees will not be refunded. If changing to a more expensive location or program, the difference in fees will be charged. All changes are subject to Kaplan's discretion and require approval of the School Principal / Director. You will not be charged a change fee if you extend your program, but late homestay extensions may require a re-placement fee. It is the responsibility of the student to pay for any program or accommodation extensions. Any change of tuition resulting in a reduction in lessons will be treated as a termination of the existing booking and rebooking, and will thus be subject to the standard terms & conditions governing terminations (see Termination Policy).

8_ DURATION OF LESSONS:

All English lessons are 45 minutes in duration unless otherwise stated. Programs run from Monday to Friday and lessons are scheduled in the morning or the afternoon. Please note that only selected schools in Australia offer evening programs. Kaplan cannot guarantee a specific timetable.

9_ SUBSTITUTION POLICY:

If, after the placement test taken on arrival at the school, a student is found to be at a level which is not appropriate for their booked program, the school reserves the right to place the student in an appropriate level class, which may have fewer lessons and a different curriculum. Students who do not have the ability to follow any program on offer may be required to terminate their studies with Kaplan. We also reserve the right to cancel programs at short notice due to insufficient demand.

10_ PROGRAM CHANGES:

Kaplan has the right to change accommodation options, program dates, program curricula, instructors, locations and programs at any time at its discretion. However, in cases where the program is rescheduled prior to the start date of the original program and the new date is unacceptable to the student, all fees will be refunded.

11_ PRICES:

Kaplan may change prices due to tax increases, governmental actions, or any other event or circumstance beyond Kaplan's reasonable control or circumstances that may affect the operations of the business. Prices are valid for programs starting in 2022.

12_ BOOKS AND LEARNING MATERIALS:

All books and learning materials will be made available to students during their program. Some specialized programs may require the purchase of books. In Canada, New Zealand and Australia a materials fee is charged to students to cover the cost of learning items. In Vancouver, other avenues to access required materials may be available such as purchasing from an alternative source (if possible). Students will need to show proof they have procured the materials in these cases in order for the materials fee to be waived.

13_ RESIDENTIAL HOUSING DEPOSIT:

A refundable housing deposit may be charged on arrival to students taking residential accommodation in the regions specified below:

- * UK: GBP 250
- * Ireland: EUR 350
- * Australia: AUD 250 – 900
- * New Zealand: NZD 150 – 1000
- * USA: USD 500
- * Canada: CAD 600

Please note, deposit fees vary by school location; students will be informed at the time of booking should additional fees apply (e.g. utilities, cleaning and linen). The deposit shall be non-refundable in the event of any damage or loss or extra cleaning caused by the student. Where a booking is cancelled the deposit may be non-refundable, please refer to the Cancellation Policy below.

14_ EXPULSION/ SUSPENSION:

A student may be expelled or suspended where a student:

- * commits a criminal offence;
- * violates the student conduct code or school policy;
- * has, in Kaplan's opinion, a poor attendance record (e.g. less than 80%, whether or not such attendance is in breach of any visa attendance requirements);
- * is absent for:
 - (a) for programs in USA & Canada: 14 consecutive days without notification;
 - (b) for programs in New Zealand: 10 consecutive days without notification; or
- * fails to pay an amount they are directly or indirectly liable to pay Kaplan in order to undertake the program.

In the event of a student's expulsion or suspension, no refund will be given (except for students attending our USA and Canada locations, see below) and the immigration authorities will be informed.

• USA AND CANADA:

The student will be provided with written notice of expulsion, with a maximum of 7 calendar days to provide documentation to support reversal of the decision, if appropriate. Any refund, if applicable, will be based on the last date of attendance and will be calculated according to our termination refund policies below.

• VANCOUVER, CANADA:

If a student is expelled:

- * before 10% of the instructional hours have been provided, 70% of the remaining tuition will be refunded.
- * after 10% but before 30% of the instructional hours have been provided, 50% of the remaining tuition will be refunded.
- * after 30% of the instructional hours have been provided, there will be no refund.

Student Code of Conduct: You agree to abide by the student conduct rules and other policies while attending Kaplan. As part of Kaplan's commitment to our students' success, we seek to provide an optimal learning environment and expect students to conduct themselves in a manner that is considerate of those around them. Inappropriate conduct includes but is not limited to:

- * disruptions to the learning environment (i.e. use of profanity, harassment, mobile phone use in classrooms, etc.);
- * deliberate destruction, misuse, or theft of Kaplan property or the property of fellow classmates;
- * violence or threats of violence towards persons or property of students or Kaplan staff;
- * improper use of email or Internet access;
- * failure to comply with local copyright or criminal laws forbidding the misappropriation, copying or alteration of copyright-protected materials, and;
- * failure to disclose medical/mental health pre-existing conditions.

15 LIABILITY:

To the extent permitted by law, the liability of Kaplan, its group companies, their directors, officers, employees, affiliates, agents and partners with respect to losses arising from negligence, breach of contract or otherwise will be limited in all circumstances to the full amount paid to Kaplan or the relevant Kaplan group company by the relevant student for the specific program attended by that student. Such companies and persons will in no circumstances have any liability for indirect or consequential losses or damages.

16 FORCE MAJEURE:

Kaplan shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to: fire, natural disaster; acts of government; failure of suppliers or sub-contractors; labour disputes or civil unrest; criminal, terrorist or threatened terrorist activities of any kind; pandemics and other public health emergencies; any negligent or wilful act or failure to act by any third party; or any other cause beyond the direct control of Kaplan (each a "Force Majeure Event").

Where any program is cancelled by Kaplan as a result of a Force Majeure Event, it is acknowledged that:

- * Kaplan has the right to retain a pro-rated amount of any fees paid where services have been partially provided. Any fees retained will be proportionate to the services provided;
- * Kaplan shall be entitled to deduct any irrecoverable fees it suffers from the amount of any refund, for example cancellation fees, non-refundable accommodation fees, or similar;
- * Kaplan shall have the right to provide a substitute program to the cancelled program, including online and virtual programs;
- * Any third party services procured by Kaplan on behalf of the student, including but not limited to accommodation, transfers or insurance shall remain subject to the terms of the respective provider's terms and Kaplan shall not be liable for such third party services or any act or omission of such third party.

17 CODE OF PRACTICE:

Kaplan schools in New Zealand are required to observe the Education (Pastoral Care of International Students) Code of Practice 2016 published by the New Zealand Minister of Education. Kaplan schools in Australia are required to observe the National Code of Practice for Providers of Education and Training to International Students 2018. Information on these Codes is available on request from Kaplan or from www.nzqa.govt.nz/providers-partners/education-code-of-practice and www.legislation.gov.au/Details/F2017L01182.

18 PHOTOGRAPHY, FILMING AND SOUND RECORDING:

Kaplan or its representatives may arrange to photograph or shoot video footage of students for promotional purposes, both printed and online. Any student who does not wish to participate should advise us at the time of booking and state at the time of the photographing or video shooting their wish not to participate. By accepting these terms and conditions the student (and their parent/guardian if under 18 (19 in respect of Vancouver only) gives consent to the use of these photographs or video footage for promotional purposes without the need for further consent or notification.

19 AUSTRALIA:

Legal Entities and CRICOS codes Australia: Kaplan International English (Australia) Pty Limited, ABN 31 003 631 043, CRICOS 01165D, Kaplan International (Brisbane) Pty Limited, ABN 81 097 629 073, CRICOS 02369F; Kaplan International (Melbourne & Adelaide) Pty Limited, ABN 90 129 017 385, CRICOS 03008A; Kaplan International (Perth) Pty Limited, ABN 76 079 200 212, CRICOS 01784K; Kaplan International English (Australia) Pty Limited, ABN 31 003 631 043, CRICOS 01165D.

20 STUDENT VISA:

Student visa holders are required to provide Kaplan with a current residential address, mobile number (if any) and email address (if any), and advise Kaplan of any changes to those details within 7 days of the change. In the UK students must attend a minimum of 15 hours face to face teaching per week. Attendance is taken at every class and students with less than 80% attendance could be reported to the UKVI. Students who fail to show up for their enrollment or with less than 80% attendance (in Australia/USA/Canada/New Zealand), 85% (in Ireland) or who miss ten days of study (UK) may be reported to the Department of Home Affairs (DHA) in Australia; UK Visas & Immigration in the UK; the Department of Homeland Security (DHS) in the USA; Immigration, Refugees and Citizenship Canada (IRCC) in Canada; Immigration New Zealand in New Zealand or to the Irish Naturalisation and Immigration Service in Ireland. Regardless of immigration status, information collected by Kaplan which personally identifies a student and information regarding a student's program progress may be shared with Immigration NZ, Australian State and Federal governments, British government, the Department of Homeland Security, state and accrediting agencies (USA), Immigration, Refugees and Citizenship Canada, provincial and accrediting agencies (Canada), designated authorities, the Tuition Protection Service (Australia), the Irish Naturalisation and Immigration Service (Ireland), a student's parents, Kaplan staff and third-party representatives (i.e. agents and/or government sponsors) and law enforcement officials. This information may include personal and contact details, program enrollment details and changes, and circumstances of any suspected breach by the student of any visa condition. Any school-aged dependents accompanying overseas students to Australia will be required to pay full fees if they are enrolled in either a government or non-government school.

21 LANGUAGE OF INSTRUCTION:

All language of instruction shall be in either English, French or German, dependent on the chosen language program.

22 GUARANTEED PROGRESS

Guaranteed progress is available for Intensive English bookings of 10 weeks or more and includes Intensive Academic Year and Intensive Academic Semester programs. It is not available on Intensive Business English, any exam preparation programs or to any student who is assessed as being at an advanced level or higher. Guaranteed progress is available at all KI Languages locations in the US, Canada, UK and Ireland only. Australia and New Zealand based locations are excluded from this offer due to local regulations. Students who fail to achieve their predicted level (as assessed on arrival) by the end of their enrolled program may be given free tuition for an additional 4 weeks ("Extension Weeks").

To qualify for the Extension Weeks, students must:

- * complete all homework assignments; and
- * not display any behavioural issues (including, but not limited to, the use of mobile phones in class), or conduct themselves in any other manner that would negatively impact on the learning process.

The student will be responsible for housing and flight changes necessary for the Extension Weeks. The Extension Weeks are conditional on the student possessing a valid visa and may only be taken at the end of the student's original program and may not be deferred. Students who do not undertake the Extension Weeks at the end of their original program and wish to receive the extra 4 weeks of tuition must contact their Director of Studies or Academic Manager at least 1 week prior to their departure.

REFUND POLICY

1 PAYMENT OF REFUNDS:

To ensure compliance with all applicable laws relating to the prevention of financial crime, refunds will be only be made to:

- (a) The original payer; and
- (b) The account from which payment was originally received.

2 NON-REFUNDABLE FEES:

The following fees are non-refundable in respect of any bookings:

- * Application Fees;
- * Courier Fees;
- * Medical Insurance;
- * Campus Fees;
- * Accommodation Placement Fees;
- * Program Supplement Fees;
- * Airport Transfer Fees; and
- * Materials Fees.

Airport Transfer Fees are refundable in Australia and New Zealand if notification of cancellation is received at least 2 working days prior to the date of reservation for the airport transfer.

California Only - Non-refundable fees: the following fees are non-refundable in respect of any bookings for any schools in the state of California: Courier Fees, Medical Insurance, Airport Transfer Fees and Accommodation Placement Fees.

3 TERMS

In the event of Kaplan cancelling or terminating a program, a full refund of all unused fees will be made. Tuition fees are non-transferable to other students. No tuition fees are refundable on program extensions.

In all cases where a student terminates their studies the relevant immigration authorities will be informed.

• UK AND IRELAND:

Refunds will be made within 45 days of written notification of cancellation. In the case of a visa refusal for bookings to Ireland, ILEP criteria states the maximum time limit of 20 working days for processing refunds.

• USA:

Refunds will be made within 45 days of the Date of Determination.

• CANADA:

Refunds will be made within 30 days of written notification of cancellation.

• AUSTRALIA:

Refunds will be made in accordance with the ESOS Act 2000.

Students have the right to request a refund of unspent tuition fees or subject to written agreement with the student, accept a place in an alternative program.

Subject to 14 working days' written notice, Kaplan will refund unspent tuition fees if:

- * the program offered does not commence on the agreed start date; or
- * the program is cancelled after the agreed start date; or
- * the program is not provided in full.

In the unlikely event that Kaplan in Australia is unable to provide a refund or place a student in an alternative program, the Tuition Protection Service ("TPS") will assist the student in finding an alternative program or to get a refund if a suitable alternative is not found. Further information concerning the TPS can be found at www.tps.gov.au.

Nothing in this Agreement removes a student's right to take action under the Australian Consumer Law.

• NEW ZEALAND:

Refunds are determined by the New Zealand Qualifications Authority.

Where a student cancels their program after the program start date the terms below shall apply:

- * Program duration: 13 weeks or more: Student withdraws within the first 10 days of the program start date - Kaplan may deduct up to 25% of the fees paid.
- * Program duration: 5 - 12 weeks: Student withdraws within the first 5 days of the program start date - Refund of fees paid less 25% deduction.
- * Program duration: 1 - 4 weeks or less: Student withdraws within the first 2 days of the program start date - Refund of fees paid less 50% deductions.

POSTPONEMENT POLICY

(a) Postponements will only be made on receipt of a valid written customer request.

(b) Bookings may be postponed a maximum of two times within one year of the original booking date.

(c) Bookings may only be postponed by up to 6 months at a time.

(d) You may be rebooked at the rates currently in effect at the time of rebooking.

(e) Only one tuition promotion may be used at any time; any previously expired promotions will no longer be valid at the time of postponement; a current promotion, valid at the time of postponement, may be applied.

(f) Any additional incurred actual costs for accommodation postponements, regardless of notice provided, will also be charged.

(g) For Australia and New Zealand accommodation and transfer fees may still apply.

(h) In all cases where a visa or visa support documentation has been issued, the relevant immigration authorities will be informed.

(i) Postponements made less than 7 days before the arrival date on the booking confirmation form, including failure to show up, will incur a fee of one week's accommodation (2 weeks' accommodation fee for hostels and apartments in Australia) and a tuition fee as set out in the table below:

- * UK: GBP 100
- * Ireland: EUR 150
- * Australia: AUD 260
- * New Zealand: NZD 260
- * USA: USD 200
- * Canada: CAN 200

(j) For Vancouver, Canada only:

i. Where the written postponement notice is received within 7 days of enrolment (i.e. the date on the Letter of Acceptance or Booking Confirmation Form issued by Kaplan) and before the arrival date on the Booking Confirmation Form: 100% of the tuition fee and accommodation fees will be refunded, less the courier fee, accommodation placement fee, application fee and service charges up to a maximum of CAD250.

ii. Where the postponement notice is received more than 7 days before the arrival date on the Booking Confirmation Form, or received on notification of a visa refusal with the relevant supporting documentation: 100% of the tuition fee and accommodation fees will be refunded, less the courier fee, accommodation placement fee, application fee and service charges up to a maximum of CAD1000.

iii. Where the postponement notice is received less than 7 days before the arrival date on the Booking Confirmation Form, including failure to show up: tuition and accommodation fee will be refunded, less one week's accommodation fee and a tuition fee of CAD200. The courier fee, application fee, accommodation placement fee, medical insurance and any other service charges are non-refundable up to a maximum of CAD 1300.

CANCELLATION POLICY

'Cancellation' means cancelling a program before the start date of the first program you are attending and for which attendance is required.

'Service Fees' for this Cancellation Policy means any courier fee, accommodation placement fee, application fee, bank charges and any other service charges as applicable.

Note: in all cases, regardless of cancellation region:

- (a) where visa or visa support documentation has been issued, the relevant immigration authorities will be informed; and
- (b) for accommodation cancellations, regardless of notice provided, will also be charged to the student.

• STANDARD CANCELLATION POLICY

This Standard Cancellation Policy shall apply except where varied by the specific provisions below.

* Written cancellation notice provided 90 days or more prior to the arrival date listed on the Booking confirmation form; or on written notification of a visa rejection and receipt of supporting documentation: you shall be refunded 100% of the tuition and accommodation fee; and materials fee (for Australia and New Zealand). Service Fees shall be non-refundable.

* Written cancellation notice provided between 8 days to 90 days prior to the arrival date listed on the Booking confirmation form: you shall be refunded 100% of the tuition and accommodation fee; and materials fee (for Australia and New Zealand). Service Fees and the program deposit shall be non-refundable.

* Written cancellation notice provided less than 7 days prior to the arrival date listed on the booking confirmation form, including failure to show up: you shall be refunded tuition and accommodation fees less the amounts set out below:

- (a) Tuition fee deduction: UK GBP 100, Ireland EUR 150, Australia AUD 260, New Zealand NZD 260, Canada CAD 200
- (b) 1 week's accommodation fee (2 weeks accommodation for hostels and apartments in Australia).

Service Fees, the program deposit and medical insurance charges shall be non-refundable.

• VANCOUVER, CANADA CANCELLATION POLICY

* Written cancellation notice received within the period of 7 days after the date on the Letter of Acceptance or Booking Confirmation Form issued by Kaplan International and before the arrival date listed on the Booking Confirmation Form

* Written cancellation notice received 7 days or more before the arrival date listed on the Booking Confirmation Form; or cancellation notice received on written notification of a visa rejection and receipt of supporting documentation: you shall be refunded 100% of the tuition and accommodation fee. Service Charges are non-refundable up to a maximum of CAD1000.

* Written cancellation made less than 7 days before the arrival date listed on the Booking Confirmation Form, including failure to show up: you shall be refunded the tuition and accommodation fee less one week's accommodation fee; and tuition fee of CAD 200. Service Charges are non-refundable up to a maximum of CAD1300.

• USA CANCELLATION POLICY

* Cancellation notice provided prior to program start date and prior to arrival in the USA: you shall be refunded 100% of the tuition and accommodation fee. Service Charges are non-refundable up to a maximum of USD500.

* Cancellation notice received prior to program start date but after arrival in the USA on a Kaplan issued Form I-20; or cancellation made prior to the program start date but after Change of Status has been approved by USCIS on Kaplan-issued Form I-20: you shall be liable for the following charges: i) tuition and associated accommodation fees, equal to the first 4 weeks for programs 1-11 weeks in duration; or ii) tuition and associated accommodation fees, equal to the first 6 weeks for programs 12 weeks or longer.

• CALIFORNIA CANCELLATION POLICY

Non-refundable fees: The following fees are non-refundable in respect of any bookings for any school in the state of California: Courier Fees, Medical Insurance, Airport Transfer Fees, and Accommodation Placement Fees.

The institution shall refund 100 percent of the amount paid for institutional charges less any actual, incurred costs for any of Courier Fees, Medical Insurance, Airport Transfer Fees, or Accommodation Placement Fees if notice that the student no longer wishes to study is made before signature of the Enrollment Agreement. The institution shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred fifty dollars (USD250) and any actual, incurred costs if notice of cancellation is made after signature of the Enrollment Agreement through attendance at the first class session, or the seventh class day after enrollment, whichever is later.

• UK & IRELAND CANCELLATION POLICY

'Distance Contract' means a distance contract or an off-premises contract as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as amended from time to time).

In the event of a Distance Contract, students for the UK or Ireland who are EU citizens shall have the right to cancel the legally binding contract formed in accordance with paragraph 1 of these Terms and Conditions if the student gives notice of cancellation to Kaplan within the fourteen (14) calendar day period beginning on the day on which the booking confirmation was issued by Kaplan.

* If a student exercises their right to cancel during this fourteen (14) day period, they will receive a full refund of all amounts already paid by the student less any fees charged for services already performed by Kaplan.

* If the student has already commenced studying with Kaplan during the fourteen (14) day period, they must pay a reasonable charge calculated by Kaplan for the period of study undertaken.

To exercise the right to cancel under the EU distance contract terms, the student must inform Kaplan in writing by email.

• UK

Visa students: once an offer letter has been issued confirming full time status, no refunds or program cancellations are permissible other than in the instance of visa refusal and subject to meeting the following criteria:

* the amounts paid will be refunded, less an administration charge of GBP150 (incl. VAT) (plus any courier and transfer charges) on production of the following documents:

(a) an agent certified copy of the visa refusal letter (GV51);

(b) an agent certified copy of the student's passport showing both a photograph and signature;

(c) where the payor was not the student, an original authority letter from the student authorising the repayment to the payor; and

(d) where the student is already in the UK, evidence satisfactory to Kaplan that the student has left the UK.

* Refunds will only be made under this paragraph if requested in writing with the necessary supporting documents within 4 weeks after the commencement of the program (published date).

In circumstances where an application is refused by UKVI on the grounds of fraudulent documentation or other irregularities, no refunds will be granted in respect of monies paid. Where students are studying on a Visit Visa (6 months) or Short Term Study Visa (11 months), Kaplan's Standard Cancellation Policy will apply.

• AUSTRALIA

If a cancellation is made in writing more than 7 days before the first program start date, 100% of tuition fees will be refunded. In the event of a visa rejection, 100% of the tuition fees will be refunded, on receipt of written notification and proof of visa rejection prior to arrival. This does not include where a student visa renewal is rejected or a visa has been cancelled because of a breach of visa conditions.

• NEW ZEALAND

Refunds are determined by the New Zealand Qualifications Authority.

The below calculations are in accordance with section 235A(1) of the Education Act as set out in the Education (Refund Requirements for International Students) Notice 2012

Where a student cancels their program after the program start date the terms below shall apply:

* Program duration: 13 weeks or more: student withdraws within the first 10 days of the program start date - Kaplan may deduct up to 25% of the fees paid.

* Program duration: 5 - 12 weeks: student withdraws within the first 5 days of the program start date - refund of fees paid less 25% deduction.

* Program duration: 1 - 4 weeks or less: student withdraws within the first 2 days of the program start date - Refund of fees paid less 50% deductions.

TERMINATION POLICY

'Termination' means stopping or leaving all or part of the program or programs booked, or reduction in weekly lessons, including extensions, once the first program has started in the USA and Canada, this applies to the current period of enrollment only). When determining the number of weeks completed, a partial week will be counted as a whole week, provided the student was present at least one day during the scheduled week. Used weeks of discounted tuition and accommodation packages will be charged at the full brochure weekly rate when any refund is calculated (except for students attending our Vancouver location).

In all cases additional service charges (e.g. airport transfers, courier fees, application fees, medical insurance, accommodation placement fee, program supplement fee, etc.) are non-refundable and written notification of termination must be given to the School Principal/Director (written notice not required in the USA). Students who terminate their program may not be eligible to receive a Kaplan certificate and will not be allowed to stay in Kaplan accommodation.

1_ TUITION

• UK, IRELAND AND AUSTRALIA:

Students wishing to terminate must give 4 weeks' written notice to the School Director. No refunds will be made for tuition. Tuition fees are non-transferable to other students.

• CANADA:

Students wishing to terminate must give 4 weeks' written notice to the School Director (please note that this is not required for students attending our Vancouver location; in these cases, the notice of cancellation or termination (e.g. withdrawal or dismissal) is effective the date it is delivered). The refund will be calculated as below according to the percentage of the program ("weeks" for students attending our Toronto school and "instructional hours" for students attending our Vancouver school) completed including the notice period:

- If up to 10% of the program has been completed: 50% refund (70% for students attending our Vancouver location) of unused tuition fees;

- If 11-30% of the program has been completed: 30% (50% for students attending our Vancouver location) refund of unused tuition fees; or;

- If more than 30% of the program has completed: 0% refund of unused tuition fees;

In all cases where a student terminates their studies, the relevant immigration authorities will be informed.

• **USA:**

For all programs except GRE® & GMAT®, the first 4 weeks shall be forfeited and refunds will be calculated as follows for terminations (i.e. the last date you are enrolled on the program and for which attendance is required) made:

- any time during the 1st four weeks: 4-weeks' tuition shall be charged and 100% of the remaining unused tuition shall be refunded (does not apply to subsequent periods of enrollment, provided the student has attended at least 4 weeks);
- after the 4th week and up to halfway through the current period of enrollment: 100% of the remaining unused tuition shall be refunded (weekly tuition price will be recalculated based on weeks used);
- after 50% of the current period of enrollment has been completed: no refund shall be given

For GRE® & GMAT®, refunds will be calculated, as follows for terminations (i.e. the last date you are enrolled on the program and for which attendance is required) made:

- after 1 training session* but before 2 training sessions*, 75% of tuition paid (less shipping fee) shall be refunded
- after 2 training sessions* but before 3 training sessions*, 50% of tuition paid (less shipping fee) shall be refunded
- after completing 3 training sessions*, no refund shall be given

*Due to the wide selection of Kaplan training resources offered, a training session is defined as any of the following:

- (1) one class (teaching session or proctored exam);
- (2) one visit to the in-center training library;
- (3) use of online training resources (workshops, quizzes, online Diagnostic, etc.);
- (4) one tutoring or consulting session; or
- (5) use of the home-study materials.

• **CALIFORNIA (REGARDLESS OF PROGRAM):**

Non-refundable fees: The following fees are non-refundable in respect of any bookings for any school in the state of California: Courier Fees, Medical Insurance, Airport Transfer Fees, and Accommodation Placement Fees.

As an institution that does not participate in the federal student financial aid programs, Kaplan International shall do the following: (a) The institution shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred fifty dollars (USD250), if notice of termination is made after signature of the Enrollment Agreement through attendance at the first class session, or the seventh class day after enrollment, whichever is later. (b) The institution shall pay or credit refunds within 45 days of a student's termination or withdrawal. (c) The institution shall provide a pro rata refund of non-federal student financial aid program monies paid for institutional charges to students who have completed 60 percent or less of the period of attendance.

• **NEW ZEALAND:**

Students who terminate their program after the program commences will be subject to the following refunds (in accordance with the NZQA and Kaplan refund policy).

Refunds are determined by the New Zealand Qualifications Authority.

The below calculations are in accordance with section 235A(1) of the Education Act as set out in the Education (Refund Requirements for International Students) Notice 2012.

Tuition fees are non-transferable to other students, no tuition fees are refundable on program extensions.

In all cases where a student terminates their studies the relevant immigration authorities will be informed.

Where a student terminates their program after the program start date the terms below shall apply:

- * Program duration: 12+ weeks: student withdraws within the first 10 days of the program start date - Kaplan may deduct up to 25% of the fees paid.
- * Program duration: 5 – 11 weeks: student withdraws within the first 5 days of the program start date - refund of fees paid less 25% deduction.
- * Program duration: 5 weeks or less: student withdraws within the first 2 days of the program start date - refund of fees paid less 50% deductions.
- * Where the entire program duration is 2 days, Kaplan may retain 100% of fees paid.

2_ ACCOMMODATION

• **UK, IRELAND, USA AND CANADA:**

In order to terminate their accommodation contract, students must give at least 4 weeks' notice in writing to the School Principal/Director. The student acknowledges that some hostels and apartments require more notice and may charge a higher cancellation fee - where this is the case it will be notified to the student.

At least 8 weeks' written notice will be required for terminating discounted accommodation packages. Such notice should be sent to the School Principal/Director.

• **CALIFORNIA:**

Non-refundable fees: The following fees are non-refundable in respect of any bookings for any school in the state of California: Courier Fees, Medical Insurance, Airport Transfer Fees, and Accommodation Placement Fees.

• **AUSTRALIA AND NEW ZEALAND:**

In order to terminate their accommodation contract, students must give at least 2 weeks' notice (for accommodation in Australia) and 1 week's notice (for accommodation in New Zealand) in writing to the School Principal/Director. At least 8 weeks' written notice will be required for terminating discounted accommodation packages. Such notice should be sent to the School Principal/Director.

• **REFUNDS**

A refund will be made of the unused accommodation fee less the applicable notice period and the applicable change fee. Refunds will be calculated based on the total accommodation weeks booked, including periods of extension. Used weeks of discounted accommodation packages will be charged at the full brochure weekly rate when any refund is calculated.

For accommodation terminations made after 50% of the total accommodation booking length has been completed, no refund will be given, except in Canada and New Zealand. Some residential options may have additional terms and conditions relating to reservation cancellation, including minimum notice period; these will be included in any refund calculation.

GENERAL

These Terms and Conditions may differ according to any changes in the policy made by the accrediting body or government (local or national) where the school is located. You will be notified at the time of booking of any such amendments. Any dispute, claim or other matter arising will be subject to the current laws in the destination country (or state or province). In these Terms and Conditions, Kaplan refers to all Kaplan International Languages group schools. If you progress to study at one of our Pathway Partners separate terms and conditions will apply. These terms and conditions only apply to your study with Kaplan International Languages.

Kaplan is subject to laws imposed by various jurisdictions on conducting business with sanctioned parties and countries. It is our policy to fully comply with applicable sanction restrictions, including those imposed by the United States, United Kingdom, and the European Union. While we are not prohibited from transacting with individuals with a connection to a sanctioned country, we need to ensure that no part of the transaction will be in contravention of US sanctions laws under a series of prescribed compliance checks, including verification as to source of funding and persons providing such funding, before any monies or services can be transacted.