

## Refund Policy

### Scope

This policy applies to all prospective and enrolled students (“students”) and staff of each of the following Kaplan International Languages schools National Provider schools (each a “School” and collectively the “Schools”):

- Kaplan International English (Australia) Pty Ltd (ABN 31 003 631 043) is trading as *Kaplan International Languages*.
  - Melbourne – Docklands Dr
  - Sydney - Goulburn St
  - Adelaide – Grenfell St
  - Perth - Hay St
  - Brisbane – Ann St

### Purpose

The purpose of this policy is to provide guidelines to our students and staff on eligibility for refunds of enrolment and course fees, cancellation of enrolments and transfer requests.

### Policy Statement

All applications for refunds will be assessed and processed in accordance with the requirements of this policy and with regard to:

- Education Services for Overseas Students Act (ESOS Act) 2000
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Standards 2 and 3)
- ESOS Regulations 2019
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- ELICOS Standards 2018
- Department of Home Affairs (DHA) Visa Regulations

## Guiding Procedures

### Refund Application Process

#### All Students

Students must apply in writing to the relevant School, using the “Refund Application” form to request a refund, cancellation, transfer or substitution of an enrolment. All refund applications to be submitted either in person at the School’s Student Services office or by email to [StudentServicesAUS@kaplan.com](mailto:StudentServicesAUS@kaplan.com).

The written application for a refund is only considered complete, where the “Refund Application” form is signed by the student and all the supporting documentation (such as medical certificates, flight tickets, etc) as well as the correct refund details have been provided (including any third party recipients) in accordance with this Policy. For students under the age of 18 years, a parent or legal guardian must also acknowledge and sign the “Refund Application” form.

The School will provide the student with a written outcome to a student’s refund request **within ten (10) working days** from the date of receipt.

A student can submit the written request by filling in the “*Refund Application*”, and as per the ESOS Act the refund will be paid to the person specified in the “*Letter of Offer*” to receive the refund (or if no person is specified then the student) provided that the refund will be paid back into the account it was paid from.

**Note:** *Tuition fees are not transferrable to other students.*

## Refunds

### Course Application and Tuition Fees

In the event a student wishes to withdraw from their course prior to commencement of the course, the refund rules set out in the table below apply.

For the amount of fees please refer to the Letter of Offer.

Withdrawal Timeframe	Refund Amount
At any time	Application Fee is non-refundable.
At least 7 days prior to course start date of the first course for which attendance is required	100% of tuition and accommodation fees, <b>less any:</b> courier fee, accommodation placement fee
Less than 7 days before the arrival date listed on the booking confirmation form including failure to show up	Tuition and accommodation fees will be refunded <b>less any:</b> two weeks accommodation fee, courier fee, accommodation placement fee and medical insurance
After course commencement	<p>Tuition and any: courier fee, accommodation placement fee and medical insurance</p> <p>A refund will be made for the unused accommodation fee <b>less</b> two weeks accommodation fee and the applicable change fee*.</p> <p><b>Note:</b> Some accommodation options may have additional terms and conditions relating to reservation cancellation.</p>

\*Please refer to the KIL Worldwide Pricelist for the current year.

## General Fees

The following general fees and charges are refundable if they have not been incurred and are otherwise not refundable if they have been incurred:

- Materials fees (including all learning materials)
- Change fees including course, campus, holidays etc
- Late payment administrative charges
- Ancillary charges, including credit card surcharges
- Reprints of certificates
- Postage and/or courier fees
- Accommodation placement
- Airport transfer fees\*
- Photocopying credits
- Exam fees (at the School's discretion)
- University Placement Service (UPS)

**\*Note:** Airport transfer fees are refundable provided at least 2 working days prior notice is received by Kaplan International Languages.

## Visa Refusal

Where a student visa application is refused by the Department of Home Affairs (DoHA) before the published course commencement date, all unspent tuition fees will be refunded, less the Application Fee as outlined in the “Letter of Offer”.

The student must provide satisfactory evidence (such as the visa refusal letter from DoHA) for the refund application to be processed.

In the event a student visa is refused the refund rules set out in the table below apply.

Visa Refusal Timeframe	Refund Amount
Visa is refused prior to agreed course commencement date	Full refund of tuition fees, less Application fees.
Visa is refused after the agreed course commencement date	Refund of all unused tuition fees* from date of written notification received by the School less the Application fees.
<p><i>*Note: The ESOS Act defines “tuition fees” as being directly related to the provision of a course that the provider is providing or offering to provide to the student. Tuition fees include lectures, tutorials, training, learning materials, excursions, fieldwork or practical experience that form part of a course that the provider offers. The School will calculate the refund based on all unused tuition fees on a weekly basis. For example, a student pays tuition fees for a course with a duration of 10 weeks prior to their student visa being approved, the student attends the course 3 weeks and then receives notification that their student visa application has not been successful, a refund will be given to the student for the remaining 7 weeks, excluding the application fee.</i></p>	

## Transfers between Courses

Students who have enrolled in a course of study may be able to transfer to another course prior to the commencement of the program without penalty. Students who change courses may not apply for special consideration based on changing courses alone.

***Please note:*** Course transfers after the course has commenced are solely at the discretion of the School and are only made if the student is more suitably placed in another course for academic reasons.

## Provider Default

In the unlikely event the School is unable to deliver a course the student has paid for and the School does not meet its obligations to either offer the student an alternative course the student accepts or pays a refund of all unspent pre-paid tuition fees (this is called a provider’s default obligation”), the Tuition Protection Service (TPS), will assist the student to find an alternative course or to get a refund if a suitable alternative is not found.

More information for students is available at:

Tuition Protection Service (TPS) [www.tps.gov.au](http://www.tps.gov.au)

### **New Students (course not yet commenced)**

If the School is unable to offer the course for which a prospective student has applied, a full refund will be provided for all tuition fees paid for that course within ten (10) working days of the day on which the course ceased being provided.

### **Continuing Students (course commenced)**

In the event that a course stops being provided after it starts and before it is completed, the School will endeavour to arrange to provide the student with another course as an alternative at no additional cost to the student. Should this alternative course be acceptable to the student, no refund of fees for the original enrolment will be made, nor will any additional fees be charged to the student for the alternative course.

If the School is unable to continue offering a course for which a student is enrolled, and an alternative course is not available, a full refund of tuition fees paid for subjects **NOT studied** will be refunded.

## **Withdrawal and Early Release**

If a student is enrolled in one or more courses with the School only and wishes to be released from the course(s), they have to apply in writing using the “*Application for Deferral, Suspension or Cancellation*” form found at the School’s Reception.

If a student is enrolled in a series of courses, where the principal course is delivered by *another provider (under an agreement)*, and wishes to be released from the courses, they must apply for release with *that provider*, as that provider is running the “principal course”. Based on *that provider’s* decision, the School will either release or not release the student.

The “principal course” is the main course of study to be undertaken by an overseas student where the student visa has been issued for multiple courses and is usually the final course of study. The first six months are calculated as six calendar months from the date an overseas student commences their principal course.

If the student has completed their courses with the School and they are within their first six months of the principal course with *the other provider*, they must apply for release with the *other provider*.

A student is not entitled to a refund of any tuition fees paid for that *study period/course* once the course/study period has commenced.

A student is entitled to a refund of tuition fees paid for any future *study periods/courses*.

For more information on release from courses, see “Transfer between Providers Policy”.

## Payment of Refund

Approved refunds are paid in Australian dollars ONLY into the same account or credit card from which the original payment was made at the time of enrolment, within 4 weeks from the time a refund claim was received by the School (provided all correct banking information for payment of refund is received on application).

In the event of a refund being rejected by the bank due to insufficient data or incorrect data supplied by the student, any bank fees incurred by Kaplan will be deducted from the amount due to the student.

Refund amounts transferred by international telegraphic transfer will attract a bank charge that will be passed on to the student and deducted from the refund amount.

## Non-Tuition Fee Refunds

No refunds will be offered in the following circumstances:

- A student who has been issued a CoE for a course(s) with a School, has not had a release request approved and holds a visa type that does not restrict them from ongoing studies, will not be entitled to receive a refund for any initial deposit amount.
- A student who has had a course cancelled by a School under the following circumstances will not be entitled to receive a refund for any fees paid in advance for that study period or any initial deposit amount:
  - the cancellation was due to a student's failure to enrol in a compulsory study period/course
  - the cancellation was due to unsatisfactory course attendance or progress at the conclusion of the appeal period
  - the cancellation was due to a student's failure to comply with visa conditions relating to their course with the School
  - the cancellation was due to a student providing false or misleading information at the point of application and this has been substantiated (e.g., falsified documentation such as passport, qualifications issued by other education providers, etc)
  - the cancellation was due to misbehaviour under serious disciplinary action
  - the terms and conditions of "the Agreement" between the student and the School are breached (e.g., non-payment of tuition fees); or
  - the student's visa is cancelled by the Department of Home Affairs.

## Accommodation Fees Refunds

Students are required to pay accommodation fees prior to their arrival in Australia.

### Cancellation – prior to arrival

100% of accommodation fees will be refunded where a cancellation of accommodation services is notified in writing, as follows:

- in respect of Homestay bookings, minimum 7 days before arrival date
- in respect of hostel or apartment bookings, in general at least 14 days before arrival, although some hostels or apartments may require more than 14 days notice and this will be communicated to the student prior to booking the accommodation.

### Cancellation – after arrival

Accommodation fees will be refunded where:

- a cancellation of accommodation services is notified in writing with at least 14 days notice, in writing to the School or
- students on a discounted accommodation package give notice in writing at least 8 weeks in advance, to the School

In both cases the refund amount is all unused accommodation fees, less the applicable notice period and applicable change fee.

## Overseas Student Health Cover (OSHC)

Overseas students who have organised their OSHC premium through the School will be entitled to a full refund of their OSHC premium prior to their arrival in Australia.

If a student arrives in Australia and wishes to return home early and receive a refund of unused OSHC, they must apply for the refund directly with the OSHC provider and follow the provider's refund processes.

## Compassionate and Compelling Circumstances

The School understands that on occasion a student may be required to withdraw from a course due to unforeseen compassionate and compelling circumstances. Therefore, provision is made under this policy for a student to provide appropriate documentary evidence with their refund application for consideration by the School for a full or partial refund.

### To be considered, the situation **MUST**:

- be outside of the student's control
- make it impractical for the student to continue with their studies; and



- be supported by documentary evidence.

**Compassionate and compelling circumstances DO NOT INCLUDE:**

- failing to progress adequately or successfully complete a pathway course to meet an entry requirement for the course
- inability to pay tuition fees alone (overseas students) as it is a visa condition to have sufficient funds for study and living purposes.

Requests for refunds on compassionate and compelling circumstances grounds should be sent to [StudentServicesAUS@kaplan.com](mailto:StudentServicesAUS@kaplan.com) accompanied by independent supporting documentation. Students will be informed of the outcome **within ten (10) working days**.

## Protection of Student Fees

In the unlikely event the School is unable to deliver a course in full, students will be offered a refund of all unspent tuition fees. This refund will be paid within 14 (fourteen) days of the day on which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course at no extra cost.

Students have the right to choose whether they would prefer a refund of unspent tuition fees or to accept a place in another course. If they choose placement in another course, students need to sign documentation to indicate their acceptance of the placement.

In the unlikely event the School is unable to provide a refund or place a student in an alternative course, the Tuition Protection Service (TPS) will assist overseas students in finding an alternative course or to get a refund if a suitable alternative is not found. Further information concerning TPS can be found at [www.tps.gov.au](http://www.tps.gov.au).

## Enquiries

Any enquiries about this policy, should be sent via email to [StudentServicesAUS@kaplan.com](mailto:StudentServicesAUS@kaplan.com) or contact Student Support Services via Reception at the School.

## Complaints and Appeals

Students who are dissatisfied with the application of this policy by the School may refer to the School's "*Grievances, Complaints and Appeals Policy*" (currently available at: <https://www.kaplan.edu.au/kaplan-international-languages/>) for information regarding their options. This policy and the right to make complaints and seek appeals of decisions and actions 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.



## Relevant Legislation

- The Education Services for Overseas Students Act (ESOS Act)
- The National Code of Practice for Providers of Education and Training to Overseas Students 2018
- Education Services for Overseas Students Regulations 2019
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- ELICOS Standards 2018
- Department of Home Affairs (DoHA) Student Visa Regulations

## Related Policies and Documents

This policy should be read in conjunction with the following:

- Letter of Offer
- Terms and Conditions of Enrolment
- Grievances, Complaints and Appeals Policy
- Student Record Management Policy

## Version Control and Accountable Officers

It is the joint responsibility of the Implementation Officer and Responsible Officers to ensure compliance with this policy.

<b>Policy Category</b>	Corporate and Finance			
<b>Responsible Officers</b>	Group Financial Controller			
<b>Implementation Officer</b>	KI Languages Principal Executive Officer			
<b>Review Date</b>	December 2023			
<b>Approved by:</b>				
Finance and Commercial Director				
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2.0	Kaplan Australia Quality, Regulations and Standards Team.	Revised policy.	23.01.2020	30.01.2020
2.1	Quality, Regulations and Standards Team	Immaterial changes to locations and website under one provider	14.06.2022	14.06.2022
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