



## GENERAL TERMS & CONDITIONS

Ver. 09/09

### REFUND POLICY

#### 1. Cancellation and Refunds Policy

- All requests for a refund should be submitted in writing with supporting documentation to the Director of Operations at Kingston International College (KIC)
- 2. A notice of cancellation due to :**
  - a) Illness or disability.
  - b) Death of a close family member (parent, sibling, spouse, child).
  - c) Political or civil event that prevents acquittal may be accepted as grounds for a partial refund of fees. Supporting documentary evidence must be provided.
- 3.** In all cases, refunds of tuition and accommodation fees will be in accordance with the Western Australian Department of Education Services Policy Guidelines for the Registration of International Students and comply with the Australian Government Education Services for Overseas Students Act 2000 (ESOS). These documents are available to students on request.
- 4. The following declaration states the conditions relating to the refund of fees :**
  - a) The enrolment fee and accommodation placement fee are non-refundable if a student is offered a place at KIC.
  - b) Accommodation fees (apart from the Accommodation Placement Fee) are refundable. However, 14 days notice of cancellation must be given in writing.
  - c) On an applicants acceptance of an offer of admission to KIC, the following conditions will apply :

Reason for Refund	Notification Period	Refund
Student's application for student visa unsuccessful or undecided	Before course commences	Full refund of fees paid paid less an administration charge of A\$230
Student withdraws from course	More than 10 weeks before course/semester starts	Full refund of fees paid (less an admin fee of 10% of semester fees or \$1000 whichever is the lesser)
	4 to 10 weeks before course/semester starts	70% of a semesters fees
	4 weeks or less before semester/course starts	40% of a semesters fees (less an admin fee of 10% of semester fees or \$1000 whichever is the lesser)
	Within the first 4 weeks of semester/course start	30% of a semesters fees (less an admin fee of 10% of semester fees or \$1000 whichever is the lesser)
If KIC withdraws offer, fails to provide the course offered, or terminates a service offered	Before the course commences	The provider default provisions of the Commonwealth ESOS Act 2000 apply
	After course commences	
If KIC withdraws the student from a course because the student has seriously breached visa conditions or KIC rules	After course commences	No refund of the semesters fees and not less than 40% of fees paid in advance for a subsequent semester and full refund of fees paid in advance thereafter
If incorrect or incomplete information is supplied by the student and the offer is withdrawn by KIC	Before the course commences	Full refund of fees paid (less an administration fee of 10% of fees paid or \$1000 whichever is the lesser)

- 5.** This policy does not remove the right to take further action under the Australian Consumer Protection laws.

### Other Fees Applicable:

1. Late payment of fees will incur a \$100 fine for every two weeks the fees are overdue.
2. Change of enrolment attracts a \$50 fee.
3. Repeat of a unit costs \$150 per unit, per week.

### TRANSFER POLICY

1. Kingston International College has absolute discretion to determine whether an application for transfer of prepaid fees to another provider will be approved.
2. Requests for transfers should be made in writing by the student, and accompanied by a letter of acceptance from the receiving institution. If a transfer of prepaid fees is approved, KIC will ensure refunds occur in compliance with the Department of Education Services Policy guidelines, as specified above.
3. If the student is transferring to a KIC course from another institution, a confirmed record of attendance and academic performance are required.
4. The KIC transfer policy is to be read in conjunction with the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

### ACCOMMODATION POLICY

- 1. Accommodation Changes :** If students request a change of accommodation type after their course has started, a rebooking fee of A\$190 will be charged, payable at the time the change is requested. Any accommodation changes require approval of the Director of Operations and a minimum of 2 weeks notice.
- 2. Refunds :** Please refer to the refund policy section 4 for details.
- 3. Advance Payment :** Students booking accommodation are required to pay 4 Weeks of accommodation fees in advance.

### TERMS & CONDITIONS

- 1. Payment Deadline :** All course costs must be paid in full no later than 30 days before the course starts. If booking is made less than 30 days before the course starts, the fees are immediately payable. If payment in full has not been received the student will not be allowed to start their course.
- 2. Visa Information :** In accordance with government regulations, visa application forms (Confirmation of Enrolment) may not be issued by the school until full payment has been received.
- 3. Late arrivals, vacations and absences :** If a student begins their course late or is absent during the course consideration of refund of any fees will be made by KIC based on any supporting documentary evidence provided and any compassionate nature of the absence.
- 4. Expulsion :** Should KIC choose to expel a student for any serious breach of discipline or misbehaviour, students will have the right to appeal to the KIC complaints and appeals process as per Part D of the National Code, Standard 8. Fees may be subject to refund as per KIC's refund policy.
- 5. Rules and Regulations :** KIC students are subject to the rules and regulations governing the college.
- 6. Public Holidays :** KIC is closed on public holidays. If the start date of a course falls on a public holiday, the course will start on the next working day. Compensation will not be made for classes not offered on public holidays.
- 7. Substitution Policy :** If a student is found to be at a lower level than the minimum start level for the course, KIC reserves the right to place the student in a special intervention class to assist the student in achieving the required level. KIC also reserves the right to cancel courses at short notice due to insufficient demand.
- 8. Program Fees :** KIC reserves the right to vary fees at any time. Payment must be made in Australian currency, payable to Kingston International College.
- 9. Course Changes :** KIC reserves the right to change course start dates, course curriculum, and programmes, at any time.
- 10. Liability :** KIC and its representatives are not liable for damages, injuries, illnesses and violations to people or goods, however these may occur, unless such liability is legally imposed.
- 11. Personal Release :** By agreeing to these terms and conditions, students irrevocably authorise and grant KIC the right to : record them on video and photographs for visual representation on brochures, fliers, or any other promotional material; use their name, likeness, or other information concerning the student for reproduction on brochures, fliers and any other promotional material; use quotes or statements for reproduction on brochures, fliers or any other promotional material. The student hereby releases KIC from any infringement or violation of personal and/or property rights of any sort whatsoever based upon the use of recordings or images. The student also acknowledges that KIC owns and shall own all rights, title and interest (including copyright) in any recording, images and sound made.
- 12. Force Majeure :** It is a basic stipulation of the agreement/contract between students and KIC, or its representatives, that neither KIC, nor its representatives are liable in cases where KIC is unable to fulfil any services to which they are contractually bound because of labour disputes or other reasons which are beyond their control.
- 13. Health Requirements :** Any illness, allergy or disability must be reported during the application process. All students must be of good health and sound mind. Any discrepancy to this after arrival by the student may result in the student being sent home early.
- 14. Additional Services :** Transfers, travel, laundry, telephone costs, excursions, medical costs, change of accommodation and enrolment amendments are not included in any costs unless specifically stated on a valid invoice.

### Note :

1. Information provided may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and The National Code.
2. Any school age 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.
3. KIC's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.
4. Refunds will be paid within the relevant time period specified in the ESOS Act 2000.
5. Students are obligated to notify the college if they change address while still enrolled.