



# Refund Policy

This Policy applies to all prospective Domestic and International Kaplan Higher Education Pty Ltd, (KHE), pathway college (College) Students, individuals currently enrolled in College Programs, and staff who process refunds.

## Purpose

This Policy aims to provide fair and equitable guidelines outlining the circumstances under which Course Tuition and Non-Tuition Fees are refunded to or on behalf of students and the eligibility for 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:

- Department of Home Affairs Visa Regulations
- Education Services for Overseas Students Act 2000 (ESOS Act)
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- Education Services for Overseas Students Regulations 2019
- Higher Education Standards Framework (Threshold Standards) 2021 (Standard 1)
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Standards 2 and 3)
- Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act)

## Definitions

<b>Appeal</b>	means the request by a student to review a decision made by the provider.
<b>AQF Levels</b>	refer to the criteria required to demonstrate the achievement of a qualification as per the Australian Qualifications Framework (AQF). For example, Level 5 = Diploma, Level 7 = Bachelor Degree.
<b>Award Courses</b>	are the AQF qualifications, specifically diplomas, associate degrees, bachelor degrees, graduate certificates, graduate diplomas or masters degrees issued by a higher education provider.
<b>Compelling and compassionate circumstances</b>	means circumstances that may negatively impact a student's study, including but not limited to serious illness or injury, bereavement of close family members, major political upheaval or national disaster in their home country, or a traumatic experience such as a serious accident or crime.
<b>Confirmation of Enrolment (CoE)</b>	means a document issued by education providers to verify the applicant's enrolment in a specified Program.
<b>Course Fees</b>	means the total tuition and non-tuition fees paid by or on behalf of a student and may apply to a current or future study period.
<b>Default Date</b>	means the date the visa non-grant notification is received in PRISMS.
<b>Course</b>	means a subject of study a student enrolls in as part of their Program.
<b>CRICOS</b>	means the Commonwealth Register of Institutions and Courses for Overseas Students prescribed under Section 14A of the ESOS Act.
<b>Domestic Student</b>	means a student who is an Australian or New Zealand citizen, a permanent resident of Australia or the holder of a permanent Australian humanitarian visa.
<b>Enrolment</b>	means acceptance by the provider that the student is now progressing toward the completion of the Program requirements. The period of enrolment includes scheduled breaks between study periods.

<b>International Student</b>	means a student on an Australian student visa (if studying in Australia) or a New Zealand student visa (if studying in New Zealand).
<b>Non-Award Courses</b>	are non-AQF qualifications. Examples of non-award Programs include English Language Intensive Courses for Overseas Students (ELICOS) Programs, Foundation Studies Programs, or Postgraduate Qualifying Programs.
<b>Non-Tuition Fees</b>	means fees that are not directly related to Course or Program tuition, such as enrolment fees, Overseas Student Health Cover (OSHC), late payment fees, or airport pick-up fees. Non-tuition fees are outlined in the student's Offer of Admission.
<b>Packaged Offer</b>	means the Offer of Admission and corresponding CoE(s) issued to a student for two or more Programs of study. Successful completion of earlier Programs is required for progression to the next Program.
<b>Principal Course</b>	means the main Program of study to be undertaken by an international/overseas student. In a packaged offer, it is generally the final Program in the package that leads to the highest qualification. When a student visa is issued for only one Program, that Program is the principal course of study.
<b>PRISMS</b>	means Provider Registration and International Student Management System – an Australian Government secure online system that enables providers to issue Confirmations of Enrolment, which government agencies use to monitor student compliance with visa conditions and provider compliance with the ESOS Act.
<b>Program</b>	means a sequence of Courses required to achieve stated learning outcomes.
<b>Program Commencement Date</b>	is the first day of the Program as identified in the Offer of Admission.
<b>Student Management System (SMS)</b>	means the system used to record a student's personal information and results.
<b>Study Period</b>	means a discrete period of study within a Program, namely term, semester, trimester, short course or similar or lesser duration, or as otherwise defined by the registered provider as long as that period does not exceed six months.
<b>Suspension</b>	means pausing a commenced Program for a specific period of time. It may be initiated by the student (e.g., leave of absence) or by the provider (e.g., misconduct).
<b>Tuition Fees</b>	means fees paid by a student or intending student to receive tuition in a Course(s) or Program of study. Tuition fees are outlined in a student's Offer of Admission.
<b>TPS</b>	means the Tuition Protection Service, which is an initiative of the Australian Government to assist eligible students whose education provider are unable to fully deliver their Program of study.
<b>Withdrawal</b>	means terminating a Program that is initiated by the student.



## Guiding Procedures

### Application Process

#### All Students

To request a refund, students (or a parent or legal guardian for students under the age of 18 years) must submit a request for a refund via the SMS with the correct refund details provided (including any third-party recipients), regardless of whether they have or have not yet commenced the Program. Requests for refunds made verbally or via email to Kaplan staff will not be accepted.

Kaplan will process all student refund requests and will provide written responses **within ten (10) working days** from the date of receipt of a completed application and all required documentation. Incomplete applications may be rejected. If the refund request is rejected, a new request for a refund must be submitted via the SMS.

It is Kaplan's policy for every refund to be transferred back into the account or to the credit card from which it was paid.

Approved refunds are paid in Australian dollars only. The refund payment will be made **within four (4) weeks** from when Kaplan receives a complete and accurate refund request (provided all banking information for payment of the refund is received on the application).

In the event of a refund rejection by the bank due to insufficient date or incorrect data supplied by the student, any bank fees charged by Kaplan's bank to Kaplan will be deducted from the amount due to the student.

Refund amounts transferred by international telegraphic transfer will attract a bank charge.

Note: Course fees are not transferable to other students.

#### Domestic Students

##### Non-Award Courses

Domestic students enrolled in Non-Award Courses who withdraw within two (2) weeks of the published Program Commencement Date will not be charged a tuition fee for the enrolled Program(s).

##### Refund Refusal

Program enrolment fees will not be refunded if a Non-Award Course student withdraws from the Program(s) more than two (2) weeks after the published Program Commencement Date, except under the following circumstances:

- Where the student's application for enrolment is declined by the College
- By reasons beyond the student's control, including acts of government authorities, civil strikes or riots, or pandemics where the student is prevented from studying a module or Course.
- The College cancels a Program in which the student has enrolled or where the commencement of the Program is postponed for more than two (2) weeks.

## Tuition Fee Refunds

In the event a student wishes to withdraw from their Program, the following refund rules apply:

Withdrawal timeframe	Refund	Additional Costs Refund
<b>International Students</b>		
Withdrawal because of incorrect or incomplete information supplied by the student at the time of enrolment	90% refund of tuition fees paid	100% refund of additional costs paid, excluding enrolment fee and services used.
Withdrawal at least 4 weeks prior to the Program Commencement Date	80% refund of tuition fees paid	100% refund of additional costs paid, excluding enrolment fee and services used.
Withdrawal less than 4 weeks prior to the Program Commencement Date	50% refund of tuition fees paid	100% refund of additional costs paid, excluding enrolment fee and services used.
Withdrawal after the Program Commencement Date of the study period	No refund of the first/current study period, a full refund of subsequent study periods in that Program	No refund of additional costs paid, excluding services not used.
The College is unable to provide the Program offered before, or on the day of, the Program Commencement Date.	100% refund of tuition fees paid	100% refund of enrolment fees and other associated costs, excluding services used.
The offer of enrolment is withdrawn for reasons other than incorrect or incomplete information supplied by the student at the time of enrolment.	100% refund of tuition fees paid	100% refund of enrolment fees and other associated costs, excluding services used.
<b>Domestic Students</b>		
Non-Award Course students withdraw within 2 weeks of the published Program Commencement Date	100% refund of tuition fees paid	100% refund of additional costs paid excluding enrolment fee and services used

## Visa Refusal

Where a student visa application is refused by the Department of Home Affairs, regardless of the reason, the following refunds are available to the student:

Visa Refusal	Refund
Visa is refused prior to or on the Program Commencement Date*	Full refund of Course Fees paid minus the lesser of: 5% of the total Course Fees paid before the default day, or \$500
Visa is refused after the Program Commencement Date**	Refund of all unused tuition fees** from the default day

*\*Note: To be eligible for this refund the student must provide satisfactory evidence (such as the visa refusal letter from the Department of Home Affairs) along with the request for refund via the SMS.*

*\*\*Note: The ESOS Act defines "tuition fees" as being directly related to the provision of a Program 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 Program that the provider offers. The College will calculate the refund based on all unused tuition fees on a weekly basis. For example, a student pays tuition fees for a Program with a duration of 12 weeks prior to their student visa being approved, the student attends the Program for 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 9 weeks.*

All refund applications made by students under the age of 18 years must be signed by their parents or legal guardians.

## International Student Withdrawal and Early Release

An international student may request release from the College and University Programs prior to completing six (6) months of their Principal Course (being the University Program). The first 6 months are calculated as 6 calendar months from the date an overseas student commences their Principal Course.

Any request for release will be assessed by the College with subsequent approval required by the University. Based on the University's decision, the College will either release or not release the student.

If the student has progressed from the Program(s) with the College and is within the first 6 months of the Principal Course with the University, they must apply for release from the University.

A student who has had a release application approved prior to commencing with the Principal Course provider (the University) will have any refund application assessed based on their withdrawal and as per the 'Tuition Fee Refunds' table in this Policy.

## Payment of Refund

It is important to recognise that the following fees and charges are Non-Tuition Fees and are, therefore, **non-refundable**:

- Enrolment fees
- Course transfer fees (if applicable)
- Late payment administrative charges
- Ancillary charges, including credit card surcharges
- Reprints of transcripts
- Postage, printing, or Student ID Card replacement charges

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.

## Refund Refusal

No refunds will be offered under the following circumstances:

- A student who has been issued a Confirmation of Enrolment (CoE) for a Program(s) with the College, 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 Program cancelled by the College under the following circumstances will not be entitled to receive a refund for any tuition fees paid in advance for that study period or as part of an initial deposit amount:
  - The cancellation was due to a student's failure to enrol in a compulsory study period/trimester/semester.
  - The cancellation was due to unsatisfactory course attendance or progress at the conclusion of the appeals period.
  - The cancellation was due to a student's failure to comply with visa conditions relating to their Program with the College.
  - 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 College are breached (e.g., non-payment of tuition fees).

Tuition fee refunds after the Program Commencement Date are given solely at the discretion of the College and only if there are compelling, compassionate, or exceptional circumstances which can be verified.

Tuition fee transfers after the Program has commenced are solely at the discretion of the College and are only made if the student is more suitably placed in another Program for academic reasons.

## Overseas Student Health Cover

Overseas students who have organised their OSHC premium through the College 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 submit a refund request via the SMS.

## Compassionate and Compelling Circumstances

The College understands that, on occasion, a student may be required to withdraw from a Program due to unforeseen compassionate or 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 College for a full or partial refund.

### To be considered, the situation must:

- be outside of the student's control; and
- 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 Program to meet an entry requirement for the Program.
- 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 or compelling grounds should be submitted via the SMS and accompanied by independent supporting documentation in English (or translated by an NAATI accredited translator if the documents are in another language).

Students will be informed of the outcome **within ten (10) working days**.



## Protection of Student Fees

In the unlikely event that the College is unable to deliver a Program in full, students will be offered a refund of all unspent tuition fees. This refund will be paid **within ten (10) working days** of the day on which the Program ceased being provided.

Alternatively, students may be offered enrolment in an alternative Program 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 Program. If they choose placement in another Program, students will need to sign documentation to indicate their acceptance of the placement.

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

### New Students (Program Not Yet Commenced)

If the College is unable to offer the Program for which a prospective student has accepted an offer, a full refund will be provided for all tuition fees paid for that Program.

### Continuing Students (Program Commenced)

If the College is unable to continue offering a Program for which a student is enrolled, a full refund of tuition fees paid for Courses **NOT studied** will be made.

## Complaints and Appeals

Students who are dissatisfied with the application of this Policy, or who wish to appeal a decision made by the College, may refer to the College's Grievances, Complaints and Appeals Policy (available on the College's website) for information regarding their options.

## Relevant Legislation

As a registered higher education provider, the College operates under strict laws and regulations. Policies and procedures are in place to ensure compliance with the legislative instruments referenced below:

- Department of Home Affairs Student Visa Regulations
- Education Services for Overseas Students Act 2000 (ESOS Act)
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- Education Services for Overseas Students Regulations 2019
- Higher Education Standards Framework (Threshold Standards) 2021
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code)
- Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act)

## Related Policies

This Policy should be read in conjunction with the following College policies:

- Terms and Conditions of Enrolment
- Fees and Charges
- Grievances, Complaints and Appeals Policy
- Tuition Assurance Statement



## Version Control and Accountable Officers

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

<b>Policy Category</b>		Corporate and Finance		
<b>Responsible Officer</b>		Executive Director, Kaplan International Pathways ANZ		
<b>Implementation Officer(s)</b>		College Director		
<b>Review Due Date</b>		April 2027		
<b>Approved by</b>		Finance and Commercial Director		
<b>Version</b>	<b>Authored by</b>	<b>Brief Description of the changes</b>	<b>Date Approved</b>	<b>Effective Date</b>
1.0	Pathway Admissions and QRS Team	New Policy	06.10.2022	06.10.2022
1.1	Quality, Regulations and Standards Team	Inclusion of refund entitlement where a student's visa is refunded and other minor wording and formatting changes.	05.09.2023	05.09.2023
1.2	Quality, Regulations and Standards Team	Addition of definitions for AQF, Award Courses, and Non-Award Courses. Clarification of obligations for domestic and international students. Minor editing and formatting changes.	03.06.2024	03.06.2024
1.3	Quality, Regulations and Standards Team	Policy re-branded for new KHE college. Minor wording and formatting changes.	10.03.2025	11.03.2025