

GENERAL TERMS & CONDITIONS

REFUND POLICY

- Cancellations and Refunds Policy**
All requests for a refund should be submitted in writing with supporting documentation to the Registrar at Kingston International College.
- A notice of cancellation due to:**
 - Illness or disability
 - Death of a close family member (parent, sibling, spouse, child)
 - Political or civil event that prevents acquittal

May be accepted as grounds for a partial refund of fees. Supporting documentary evidence must be provided. This agreement does not remove the right to take further action under Australia's consumer protection laws.
- For Cancellations prior to start of course due to:**
 - Visa is not issued, reasons beyond a student's control
 - Insufficient demand for the course

A full refund of fees paid less an admin fee will be made
- 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 Providers for International Students* and complies with the Australian Government's *Education Services for Overseas Student Act 2000 (ESOS)*. These documents are available to students on request.
- This policy does not remove the right to take further action under Australian Consumer Protection laws.**
The following declaration states the conditions relating to refund of fees:
 - The Enrolment Fee and Accommodation Placement Fee are non-refundable if we offer the student a place at Kingston International College.
 - Accommodation Fees (apart from the Accommodation Placement Fee) are refundable. However, 14 days notice of cancellation must be given in writing.
 - On the applicant's acceptance of an offer, the following conditions apply:

Refund Conditions	Amount Refunded
If the student's visa application is unsuccessful and Kingston International College is notified within 14 days of refusal from the Australian Embassy	If Kingston is notified prior to start of course 100% of Tuition Fees paid less an Admin Fee
If the offer of a place is withdrawn	100% of Tuition Fees paid less an Admin Fee
If Kingston International College is unable to provide the course	100% of Tuition Fees paid less an Admin Fee
If incorrect or incomplete information is supplied by the student and the offer is withdrawn by Kingston International College	100% of Tuition Fees paid; However, an Admin Fee may apply up to a maximum of \$600
If Kingston International College is unable to provide the course before the course has commenced	100% of Tuition Fees paid less an admin fee
If Kingston International College is unable to provide the course after the course has commenced	Refund, pro rata, the unearned portion of 80% of the tuition fees paid
If the student withdraws from a course 4 or more weeks before the course commences	100% of Tuition Fees paid; However, an Admin Fee may apply up to a maximum of \$600
If the student withdraws from a course less than 4 weeks before the course commences	50% of tuition fees paid less an Admin Fee of up to a maximum of 10% of tuition fees or \$600, whichever is the lesser
If the student withdraws from a course during the first 4 weeks after the course commences	30% of tuition fees paid less an Admin Fee of up to a maximum of 10% of tuition fees or \$600, whichever is the lesser
If the student withdraws from a course more than 4 weeks after the course commences	Refund at the discretion of Kingston International College
If the student is withdrawn from a course because the student has seriously breached visa conditions or Kingston's rules	No Refund

TRANSFER POLICY

- Kingston International College has absolute discretion to determine whether an application for transfer of prepaid fees will be approved.
- 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, Kingston International College will ensure refunds occur in compliance with the Department of Education Services Policy Guidelines, as specified above.
- If the student is transferring to a Kingston International College course from another institution, a confirmed record of the student's attendance and a statement of academic record are required.

ACCOMMODATION POLICY (Non high school)

- Accommodation Changes:** If students request a change of accommodation type after the course has started, a rebooking fee of \$176 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.
- Refunds:** Please refer to the Accommodation Refund Policy on the Accommodation Placement Form.
- Advance Payment:** Students booking accommodation are required to pay 2 weeks of accommodation fees in advance.

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- 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.
- 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.
- Late arrivals, vacations and absences:** If the student begins their course late or is absent during their course, no refund will be made. Periods of absence will not be made up with free extension of the course.
- Expulsion:** Kingston International College reserves the right to expel any student for serious breach of discipline. Fees will not be refunded unless approved by the Registrar.
- Rules and Regulations:** Kingston International College students are subject to the rules and regulations governing the college.
- Public Holidays:** The College 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.
- Substitution Policy:** If a student is found to be at a level lower than the minimum start level for the course, the College reserves the right to place the student in a special intervention class to assist the student in achieving the required level. We also reserve the right to cancel courses at short notice due to insufficient demand.
- Program Fees:**
 - Kingston International College reserves the right to vary all fees at any time.
 - Payment must be made in Australian currency to Kingston International College.
- Course Changes:** Kingston International College reserves the right to change course start dates, course curriculum and programmes at any time.
- Liability:** Kingston International College 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.
- Personal Release: By agreeing to these terms and conditions,** students irrevocably authorise and grants to Kingston International College 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 Kingston International College 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 the College owns and shall own all rights, title and interest (including copyright) in any recording, images and sound made.
- Force Majeure:** It is a basic stipulation of the agreement/contract between students and Kingston International College, or its representatives, that neither Kingston International College, nor its representatives, are liable in cases where Kingston International College is unable to fulfil any services to which they are contractually bound because of labour disputes or other reasons which are beyond their control.
- 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.
- 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:

- 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.
- 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.
- Kingston's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.
- Refunds will be paid within the relevant time period specified in the ESOS Act 2000.