



THE UNIVERSITY  
*of* ADELAIDE  
COLLEGE

# Refund Policy

Published October 2023 | Version 3.2

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## Scope

This Policy applies to all prospective and enrolled students and staff of Kaplan Higher Education Pty Ltd, trading as The University of Adelaide College (College).

Students enrolled at the **Melbourne Campus** in University of Adelaide **Award programs** delivered by the College (e.g. Bachelor of Information Technology / Master of Accounting) are bound by The University of Adelaide policies.

## 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 eligibility for transfer requests.

## Policy Statement

All applications for refunds will be assessed and processed in accordance to 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 2021 (Threshold Standards) (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

**Appeal** means the request by a student to review a decision made by the provider.

**Census Date** means the date when students become liable for fees for the subjects they are enrolled in. It is the last date Domestic Students can withdraw or change their enrolment without incurring a financial or COE academic penalty.

**Compelling and Compassionate Circumstances** 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 natural disaster in their home country, or a traumatic experience such as a serious accident or crime.

**Confirmation of Enrolment (CoE)** means a document issued by education providers to verify the applicant's enrolment in a specified Program.

**Course Fees** 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.

**CRICOS** means the Commonwealth Register of Institutions and Courses for Overseas Students prescribed under Section 14A of the ESOS Act

**Default Date** means the date the visa non-grant notification is received in PRISMS.

**Deferred** means postponing the commencement of a new course (new students only) and may be initiated by the student or provider.

**Domestic Student** 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.

**Enrolment** 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.

**International/Overseas Student** means a student on an Australian student visa (if studying in Australia) or a New Zealand student visa (if studying in New Zealand).

**Non-Tuition Fees** means fees that are not directly related to subject or course 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.

**Packaged Offer** 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.

**Principal Course** 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.

**PRISMS** means the 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.

**Program** means a sequence of subjects required to achieve stated learning outcomes.

**Program Commencement Date** is the first day of the Program as identified in the Offer of Admission.

**Study Period** means a discrete period of study within a program, namely term, semester, trimester, short course of similar or lesser duration or as otherwise defined by the registered provider as long as that period does not exceed six months.

**Subject** means a unit of study that a student enrolls in as part of their program.

**Suspension** 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).

**Tuition Fees** means fees paid by a student or intending student to receive tuition in a subject(s) or program of study. Tuition fees are outlined in a student's Offer of Admission.

**TPS** means the Tuition Protection Service, which is an initiative of the Australian Government to assist eligible students whose education providers are unable to fully deliver their course of study.

**Withdrawal** means terminating a program enrolment that is initiated by the student.

# Guiding Procedures

## Application Process

### All Students

Students must apply in writing to the College, using the “*Request for Refund/Credit Adjustment Form*” to request a refund, cancellation, transfer or substitution of an enrolment. All completed refund applications must be submitted either in person at College Reception, or by email to [enrolments.pathways@kaplan.edu.au](mailto:enrolments.pathways@kaplan.edu.au).

The written application for a refund is only considered complete, where the “*Request for Refund/Credit Adjustment Form*” is signed by the student and 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 will also have to acknowledge and sign the “*Request for Refund /Credit Adjustment Form*”.

The College will process all student refund requests and will provide written responses **within 10 working days** from the date of receipt of a completed application and all required documentation. Incomplete applications may be rejected.

It is the College’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 weeks** from when Kaplan receives a complete refund request (provided all banking information for payment of the refund is received on application).

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

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

Note: Course Fees are not transferable to other students.

### Domestic Students

Program fees will not be refunded if a student withdraws from the subject/course after the commencement date for the study period, 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 and riots, the student is prevented from studying a module or subject/program;
- 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.

# Refunds

## Program Fees

In the event a student wishes to withdraw from their program, the following refund rules apply for both overseas and domestic students.

Withdrawal timeframe	Refund	Additional Costs Refund
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 program start 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 program start 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 additional costs paid excluding enrolment fee and 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 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 refund request.

**\*\*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 College 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 12 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 9 weeks.

## Welfare Arrangements, Accommodation Fees for Students under the Age of 18 Years

The following rules apply for refunds on welfare arrangements, accommodation, and airport pick-up fees.

Fee Type	Payment Terms	Refund Terms
Welfare Administration Fee	Payable when securing accommodation.	Non-refundable
Accommodation Placement Fee	Payable when securing accommodation	Non-refundable
Accommodation Fee* (Homestay full board – includes laundry and all meals except lunch on week-days)	Initial four weeks payment paid to the Homestay. Minimum stay is six months or date the student turns 18 years.	Initial four weeks deposit is non-refundable.
Welfare Monitoring Fee	Payable when securing accommodation (payable until student's 18 <sup>th</sup> birthday and for a minimum of 4 weeks).	Non-refundable
Airport Pick-up Fee (Compulsory)	Payable when securing accommodation	Non-refundable

\*Extra charge for special dietary requirements may apply.

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

## Subject/Course Transfers

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

## Provider Default

In the unlikely event that the College is unable to deliver a program that the students have paid for and the College does not meet its obligations to either offer the students an alternative program that the students accept or to pay a refund of all unspent pre-paid tuition fees (this is called a provider's "default obligation"), the Tuition Protection Service (TPS) and the Independent Tertiary Education Council Australia (ITECA) will assist the student to find an alternative program 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)

Independent Tertiary Education Council Australia (ITECA) <https://www.iteca.edu.au/>

### New Students (program not yet commenced)

If the College is unable to offer the program for which a prospective student has applied, 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 subjects/courses **NOT studied** will be refunded.

## Withdrawal and Early Release\*

If a student decides to withdraw from their program at the College, their refund is allocated as per the 'Refunds – Program Fees section'.

Regarding release, a student may request release from the College and University programs prior to completing 6 months of their principal program (being the University program). The first six months are calculated as six calendar months from the date an overseas student commences their Principal Course. Release requests will be assessed in accordance with the '*Transferring to Another Provider Policy*'.

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 their programs with the College and they are within the first six months of the principal course with the University, they must apply for release with the University.

A student who has had a release application approved prior to commencing with the principal provider (the University) will have any refund application assessed based on their withdrawal and as per the 'Refunds – Program Fees' section of this policy.

**\*Note:** For more information on **release** from courses, see "*Transfer between Providers 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
- Accommodation placement
- Airport pickup
- Credit charge surcharges

Approved refunds are paid in Australian dollars ONLY into to the same account or credit card from which the original payment was made at the time of enrolment, **within 20 working days** from the time a refund claim was received by the College (provided all 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 charged by the College's bank to the College will be deducted from the amount due to the Student.

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

## Refund Refusal

No refunds will be offered in 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 census 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 institutional program for academic reasons.

## Overseas Student Health Cover (OSHC)

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 the "Request for Refund/Credit Adjustment Form" to request a refund.

## Compassionate and Compelling Circumstances

The College 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 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 and compelling circumstances grounds should be sent to [enrolments.pathways@kaplan.edu.au](mailto:enrolments.pathways@kaplan.edu.au) accompanied by independent supporting documentation in English (or translated by a 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 course, ITECA (<https://www.iteca.edu.au/>) will assist domestic students and 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 [www.tps.gov.au](http://www.tps.gov.au)

## Enquiries

Any enquiries about this policy, should be raised with the Kaplan International Pathway Enrolments team: [enrolments.pathways@kaplan.edu.au](mailto:enrolments.pathways@kaplan.edu.au).

# Complaints and Appeals

This policy and the right to make complaints and seek appeals of decisions and actions under various processes (please see our Non-Academic Grievance Policy for details on appeals), does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

## Relevant Legislation

As a registered education provider, the College operates under strict laws and regulations. Policies and procedures are in place to ensure compliance with such laws. Below, please find the most relevant legislations, policies and procedures which apply to this policy:

- 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 2021 (Threshold Standards)
- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act)

## Related Policies

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

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

# 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>	College Director or equivalent			
<b>Review Date</b>	May 2022			
<b>Approved by:</b>				
Finance and Commercial Director				
Version	Authored by	Brief Description of the changes	Date Approved	Effective Date
3.0	Quality, Regulation & Standards Team	<p>Full review and update of policy to meet legislative requirements.</p> <p>Added the following information:</p> <p>Policy statement, guiding procedures, provider default information, payment of refunds, OSCH information, compassionate and compelling circumstances, appeals information.</p> <p>Extended information for "non-tuition fee refunds".</p> <p>Reviewed and updated information presented in tables.</p>	14.08.2019	14.08.2019
3.1	Quality, Regulations and Standards Team	<p>Updated information in the "Program Enrolment Fees" table to better reflect refund conditions if withdrawal after the published commencement date.</p> <p>Removed reference to refunds over \$5k from the "Payment of Refund" section.</p> <p>Updated information on legislation for ESOS Regulations 2019.</p>	11.11.2019	11.11.2019
3.2	Quality, Regulations and Standards Team	Inclusion of refund entitlements where a student's visa is refused, definitions, and other minor wording and formatting changes.	05/09/2023	05/09/2023



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