

International Student Refunds

Purpose

The purpose of this policy is to ensure that potential students, current students, education agents are provided accurate, timely and sufficient information regarding refunds associated with KCA Education (KCA) courses.

Scope

This policy applies to international students having an understanding of what entry requirements including English and Language proficiency, educational qualifications or work experience, and course credits to study in Australia and provides a benchmark to international admissions staff when assessing an application from a potential international student.

Responsibility

Responsibility (R)	Accountability (A)	Consult (C)	Inform (I)
Student Admissions	Chief Executive Officer	Chief Financial Officer	Quality Assurance

Applicable Legislation/Contracts

- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- ESOS Act
- VET Quality Framework – National Standards for RTO’s Clauses 5.2,5.3,7.3, AQF

Related Policies/Procedures

- QMSP001: Marketing Information Practices V3
- QMSF001: Marketing Information and Practices Checklist V3
- QMSP004: Formalisation of Enrolment and Written Agreement Policy V3
- QMSF003: Letter of offer and acceptance V2
- QMSP012: International Student Complaints and Appeals Policy V3

Reference

National Code: Standard 2- Recruitment of overseas student and Standard 3 – Formalisation of enrolment and written agreements.

2.1 Prior to accepting an overseas student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:

2.1.1 the requirements for an overseas student’s acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable

2.1.2 the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods

2.1.3 course duration and holiday breaks

2.1.4 the course qualification, award or other outcomes

2.1.5 campus locations and facilities, equipment and learning resources available to students

2.1.6 the details of any arrangements with another provider, person or business who will provide the course or part of the course

2.1.7 indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies

2.1.8 the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled

2.1.9 the ESOS framework, including official Australian Government material or links to this material online

2.1.10 where relevant, the policy and process the registered provider has in place for approving the accommodation, support and general welfare arrangements for younger overseas students (in accordance with Standard 5)

2.1.11 accommodation options and indicative costs of living in Australia.

2.2 The registered provider must have and implement a documented policy and process for assessing whether the overseas student's English language proficiency, educational qualifications or work experience is sufficient to enable them to enter the course.

2.3 The registered provider must have and implement a documented policy and process for assessing and recording recognition of prior learning (RPL), and granting and recording course credit, if it intends to assess RPL or grant course credit. The decision to assess prior learning or grant course credit must preserve the integrity of the award to which it applies and comply with requirements of the underpinning educational framework of the course.

2.4 If the registered provider grants RPL or course credit to an overseas student, the registered provider must give a written record of the decision to the overseas student to accept and retain the written record of acceptance for two years after the overseas student ceases to be an accepted student.

2.5 If the registered provider grants the overseas student RPL or course credit that reduces the overseas student's course length, the provider must:

2.5.1 inform the student of the reduced course duration following granting of RPL and ensure the confirmation of enrolment (CoE) is issued only for the reduced duration of the course

2.5.2 report any change in course duration in PRISMS if RPL or course credit is granted after the overseas student's visa is granted.

3.1 The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.

3.2 If the overseas student or intending overseas student is under 18 years of age, the written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.

3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:

3.3.1 outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements

3.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements

3.3.3 list any conditions imposed on the student's enrolment

3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)

3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply

3.3.6 set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988

3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)

3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees

3.3.9 only use links to provide supplementary material.

3.4 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:

3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)

3.4.2 processes for claiming a refund

3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act

3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS

3.4.5 a statement that "This written agreement, and the right to make complaints and seek appeals of decisions and action 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".

3.5 The registered provider must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the registered provider of his or her contact details including:

3.5.1 the student's current residential address, mobile number (if any) and email address (if any)

3.5.2 who to contact in emergency situations

3.5.3 any changes to those details, within 7 days of the change.

3.6 The registered provider must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Policy

KCA does not require international students to pay more than 50% of course fees prior to course commencement, although students may pay more if they choose. A fee schedule is included in each student's letter of offer and agreement.

KCA pays into the Tuition Protection Service (TPS) provided by the Australian Government. Students are entitled to refunds as described below. If you wish to apply for a refund, you should complete the Refund Application Form. This applies in all cases except where KCA cancels a course in which case pre-paid fees will be automatically refunded. All refunds will be processed within 28 calendar days.

Refund Policy Snapshot

Visa Refused (off-shore students)	Full refund of tuition fee ,less enrolment/ administration fee(\$250)
Visa extension is refused (on shore overseas students)	Refund of unused tuition fee
Withdrawal at least 28 calendar days prior to course commencement date	Full refund of tuition fee, less enrollment/ administration fee(\$250)
Withdrawal less than 28 calendar days prior to course commencement date	50% refund of tuition fee
Withdrawal after the course commencement date	No refund
Withdrawal after the course commencement date (where Visa is granted)	No refund
Withdrawal after the course commencement date (special circumstances)*	Partial/Full refund
Visa cancelled due to breach of visa conditions	No refund
Course withdrawn by the Institute	Full refund including enrolment/administration fee(\$250)
If Institute is unable to provide the Course for which original offer was made	Full refund including enrolment/administration fee(\$250)

Student Default

Any student wanting to request a refund for whatever reason must do in writing and within **14 days** of the incident taking place, or whatever the reason may be.

Application for a refund must be made in writing and addressed to the PEO, clearly stating the reason for the cancellation.

Registration fees, student resources fees, administration fees and fees paid to education agents are non-refundable.

A full refund of the course fees will be given by KCA only up to twenty-eight (28) days prior to the nominated course commencement date. If less than twenty-eight (28) days' notice is given of the intention to withdraw from the course, then a 50% refund will be given. If you fail to commence with or without notifying KCA, no refund will be available except in special circumstances.

“Special circumstances” under which a refund will be considered and which are beyond the student’s control:

- In the case of serious illness – verified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
- Where a student’s Visa has not been granted

If required /or KCA agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid (less the registration fee, student kit, fees paid to education agents).

If a student withdraws from a course of study after commencing, for any reason outside those specified under “Special Circumstances” no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.

KCA agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

KCA will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with KCA (the Student) unless they provide written direction to the provider to pay the refund to someone else. Under no circumstance will the refund be paid to an education agent. All refunds will be paid in the currency in which the fees were paid.

Note: This agreement, and the availability of complaints and appeals processes, does not remove the right to take action under Australia’s consumer protection laws. KCA’s dispute resolution processes do not circumscribe the student’s rights to pursue other legal remedies.

Provider Default

In the unlikely event that KCA is unable to deliver the course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course at no extra cost to you.

You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If KCA is unable to provide a refund or place you in an alternative course our Tuition Protection Scheme (TPS) is in place to protect you.

Student complaints about fees or refunds

Students who are unhappy with KCA arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with KCA complaints policy and procedure.