

2025 ENROLMENT TERMS AND CONDITIONS

1. GENERAL TERMS & CONDITIONS

These Terms and Conditions are applicable to all students studying at Kaplan Business School Pty Ltd ABN 86 098 181 947 CRICOS 02426B (KBS), a registered Institute of Higher Education on the Tertiary Education Quality and Standards Agency National Register of higher education providers (PRV 12094).

1.1. Policies and procedures: All KBS students are subject to the policies and procedures that are published on the KBS website (www.kbs.edu.au/about-us/school-policies). Students must review all KBS policies and procedures and comply with the most up to date version as amended from time to time. Please note that KBS policies and procedures do not form part of these Terms and Conditions, nor grant any enforceable rights to students, and KBS may amend its policies and procedures, or add or remove policies or procedures, at any time.

1.2. Late arrivals and classes missed or not held: All students are expected to attend their classes from the first day of teaching for each subject. Students may not be permitted to commence if they fail to enroll and attend the first 2 weeks. No refund, substitution or extension is given for classes missed or not held due to arriving after the applicable commencement date, vacations, other absences, public holidays, exams, excursions, orientation or other activities. Typically, classes are not held on public holidays.

1.3. Campus facilities: Students are advised that campus facilities may not be available during public holidays or study breaks. Details are available from the Student Experience Team.

1.4. Placement, cancellation or postponement: KBS reserves the right to place a student into the most appropriate class, and to cancel or postpone (for example, to a different study period) subjects where there is an insufficient number of students.

1.5. Changes to study periods, courses or subjects: KBS has the right to change the details of study periods, courses or subjects, including dates, times, curricula and teaching staff, at any time at its discretion. Where the change relates to dates or times, KBS will make reasonable attempts to notify affected students as soon as practicable. In cases where the commencement date is changed and the new commencement date is unacceptable to the student, the student may cancel their enrolment and receive a refund of the applicable tuition fees, provided the student notifies KBS in writing before the new commencement date.

1.6. Fees and annual increases: The student agrees to pay to KBS all tuition and non-tuition fees applicable to their studies. Tuition fees cover lessons, orientation, use of campus facilities, placement and progress testing, and a certificate upon successful completion of the course. KBS reserves the right to withhold the granting of a certificate attained by a student if any applicable tuition or non-tuition fees remain outstanding. Fees are subject to annual review and may increase by up to 10% each calendar year to address increases in operational costs, inflation, and other factors. The tuition fees for a student's first trimester of study are outlined in their Offer of Admission. Fees for subsequent trimesters may differ and will be based on the fees published for the relevant calendar year on the KBS website (www.kbs.edu.au). Students must ensure all fees are paid to KBS directly and not to an education agent.

1.7. Late payment: A late fee may apply for unpaid accounts after the date the payment was due. KBS reserves the right to institute debt recovery action on any unpaid accounts, which may affect the student's credit record.

1.8. Books and learning materials: Students may be required to purchase textbooks, workbooks, stationery, software and other required learning materials at an additional cost. Details of any additional costs are in the relevant course or subject outline.

1.9. Additional services: Any additional services (such as travel, telephone costs, excursions, medical costs, special diet, non-KBS exams and enrolment amendments) are not included in any fees unless specifically stated on a valid invoice from KBS.

1.10. Privacy: KBS collects personal information about you, including for the purposes of enrolling you into your chosen education course(s) or program(s) of study. Your enrolment may not be accepted if you do not provide all of the information requested. We may also use your information to improve our products and services and offer you other products and services from partners or suppliers which may be relevant to you. We may disclose personal information about you in accordance with the Kaplan Privacy Policy (available at www.kbs.edu.au/admissions/forms-and-policies) including to your education agent, and to the Australian government as required or authorised by law. The Kaplan Privacy Policy contains detailed information about how you can access and correct the personal information we hold about you, or make a privacy complaint. You may contact the Privacy Officer (privacy@kaplan.edu.au) for more information.

1.11. Medical costs: KBS is hereby authorised to seek medical treatment should KBS or a staff member acting on their behalf consider such action necessary for a student. The student agrees to indemnify KBS for any expense, loss, damage or liability whatsoever suffered or incurred as a result of authorising and arranging such emergency medical treatment.

1.12 In the unlikely event that KBS is unable to fully deliver your course of study, you may be eligible for assistance. Please see the Statement of Tuition Assurance, www.kbs.edu.au/admissions/forms-and-policies. Where you are eligible for such assistance and that assistance is provided by the Tuition Protection Service, KBS will provide information about you and your studies to the Tuition Protection Service. Please see the Kaplan Privacy Policy for more information.

2. DEFERRAL POLICY

2.1. A student may apply to defer their studies on the grounds of exceptional circumstances such as their own ill health or that of a very close relative. All applications for deferral from a course of study must be made in writing by completing the deferral form available from KBS. Students should refer to the Changes of Enrolment policy (available at www.kbs.edu.au/admissions/forms-and-policies) for details of the circumstances in which their enrolment may be deferred, suspended or cancelled, before submitting their application.

3. REFUND POLICY

3.1. KBS's refund policy is available at www.kbs.edu.au/admissions/forms-and-policies. All students must read the refund policy before accepting an offer of admission from KBS. Students requesting a refund are required to do so in accordance with the refund policy. Approved refunds are paid in Australian dollars into the original bank account from which the funds were received.

4. INTERNATIONAL STUDENTS

4.1. Visa information: It is the responsibility of the student to arrange all applicable travel permits or visas and to have a valid passport for the whole period of study. The student may be asked to make payment for the first study period before any of their visa documentation is issued. Confirmation of Enrolments (CoE) may not be issued by KBS until payment for the first study period has been received and the Offer of Admission has been accepted by the student. The information can be found on the KBS website (www.kbs.edu.au).

4.2. Student visa obligations: Student visa holders are required to maintain compliance with all applicable visa conditions including providing KBS with a current residential mobile number, email address and who to contact in emergency situations, as well as notifying KBS of any change in these details within 7 days of the change, maintaining satisfactory academic progress and attending a minimum of 70% of their course. Students that fail to commence their enrolled course or fail to meet the requirement for 70% attendance or satisfactory academic progress may be reported to the Department of Home Affairs (HA). 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.

4.3. Health insurance: Health insurance is compulsory for student visa holders and their accompanying family members. The Australian government requires all students on student visas to join the Overseas Student Health Cover (OSHC) scheme, a health insurance plan for overseas students in Australia. Students must ensure that payment is made for compulsory OSHC before their visa is issued and that the insurance provides adequate coverage for the duration of the student's visa.

4.4. Codes of practice: KBS notes that it is required by law to comply with the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code) issued under the Educational Services for Overseas Students Act 2000 (Cth) (ESOS Act).

4.5. Living expenses: Migration regulations in Australia require international students to show evidence that they can contribute to the cost of living and studying in Australia. Further information can be obtained at www.studyinaustralia.gov.au or www.immi.gov.au

5. CONSUMER PROTECTION

5.1. These Terms and Conditions, and the right to make complaints and seek appeals of decisions and actions 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.

5.2. Any dispute, claim or other matter arising under these Terms and Conditions will be subject to the laws of New South Wales.

6. DECLARATION

Upon submitting an application to KBS to study at KBS, the student agrees to comply with these Terms and Conditions and:

6.1. Declares that the information provided in their application form is true and complete in every detail.

6.2. Understands that giving false or incomplete information may lead to the refusal of their application or cancellation of their enrolment.

6.3. Declares that they have read and understood the published information in the KBS course information brochure and on the KBS website and has sufficient information about KBS to enrol.

6.4. Authorises KBS or its representatives to retain their photo image for identification purposes and consents to the use of any photographs or video footage taken of the student for promotional or marketing purposes, in print and/or online, at any time without further consent or notification. If the student would prefer not to be included in promotional or marketing materials, the student should speak to KBS about how that might be minimised or avoided, where practicable.

6.5. Authorises KBS to provide any other educational institutions to which the student is seeking admission, any required relevant official records. The student also gives KBS permission to obtain official records from any educational institution the student has attended.

6.6. For international students, the student understands that KBS will collect information during their enrolment in order to meet its obligations under the ESOS Act and the National Code, and to ensure the student complies with the conditions of their visa and the student's obligations under Australian immigration laws. The authority to collect information is contained in the ESOS Act, ESOS Regulations and the National Code. The student authorises KBS to provide information including personal and contact details, course enrolment details, and the circumstances of any suspected breach of their student visa conditions, to the Australian government and any other designated authorities. The student also understands that this information (and other personal information) may be used and disclosed in accordance with applicable privacy laws, including without their consent where KBS is authorised to or required to by law.

6.7. Agrees that all course and learning materials made available to them by KBS are subject to copyright (owned by or licensed to KBS), they may only make use of those materials for their personal learning related to the KBS course they are studying, and they must not infringe, or assist any other person to infringe, KBS's intellectual property rights.

6.8. Accepts liability for payment of all applicable tuition fees and non-tuition fees. The student also understands the circumstances in which refunds will not be applicable as set out in the KBS refund policy, and that fees may increase each calendar year during the course. For international students, the student has also read the information provided in relation to living expenses and they understand that the cost of living in Australia may be higher than in their own country, and the student confirms that they can meet the costs.

6.9. Understands and agrees to comply with all KBS policies and procedures (available at www.kbs.edu.au/admissions/forms-and-policies) as amended from time to time.

6.10. Agrees to notify KBS, in writing, of their contact details, including their current residential address, mobile number (if any), email address and who to contact in emergency situations. The student also agrees to notify KBS, in writing, of any change in those details within 7 days of the change.

6.11. Agrees that KBS may amend these Terms and Conditions from time to time. For each study period during which the student studies with KBS, the latest version of these Terms and Conditions accessible via the KBS website at the commencement of that study period will apply to the student.