Refund Policy

Scope

This policy applies to all prospective and enrolled students and staff of Kaplan Business School Pty Ltd, (Kaplan).

Purpose

This policy aims to provide fair and equitable guidelines outlining the circumstances under which subject and Course tuition and non-tuition fees are refunded to or on behalf of students.

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 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) (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.
AQF levels	means 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's degree.
Award courses	means a course of study that leads to the conferral of an AQF-recognised qualification, including diplomas, associate degrees, bachelor's degrees, graduate certificates, graduate diplomas or master's degrees at Kaplan.
Census date	means the date when students become liable for fees for the subjects in which they are enrolled. For domestic students, it is the last date to withdraw from or change their enrolment without incurring a financial or academic penalty. International students may incur financial penalties after enrolments close.
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 national disaster in their home country, or a traumatic experience such as a serious accident or crime.
Confirmation of Enrolment (CoE)	means an electronic document issued through PRISMS by a registered provider confirming an international student's enrolment in a registered course for the purposes of a student visa.
Course	means a structured combination of subjects required to achieve stated learning outcomes.
Course commencement date	is the first day of the course as identified in the Offer of Admission.

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Policy no. KBS059
KBS Refund Policy

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.
Deferral	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 the formal registration of a student into a course following acceptance of an offer, satisfaction of any admission requirements, and payment of any required fees or deposits. The period of enrolment includes scheduled breaks between study periods.
FEE-HELP	means the Australian loan scheme that assists eligible fee-paying students to pay part or all of their tuition fees for subjects studied as part of an award course. Non-award Single Subject Enrolments are not eligible for a FEE-HELP loan.
International student	means who is not an Australian citizen, permanent resident of Australia or New Zealand citizen, regardless of visa type. This includes but is not limited to, students holding a student visa, temporary visa, bridging visa, or any other type of visa that permits study in Australia.
Non-award courses	means courses that do not lead to the conferral of an AQF qualification. Examples of non-award courses at Kaplan include English for Academic Purposes (EAP) courses, Non-Award Single Subject Enrolment, and the Study Abroad Program.
Non-tuition fees	means fees that are not directly related to tuition fees, 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 courses of study. Successful completion of earlier courses is required for progression to the next course.
Principal course	means the main course of study to be undertaken by an international student. In a packaged offer, it is generally the final course in the package that leads to the highest qualification. When a student visa is issued for only one course, that course is the principal course of study.
PRISMS	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.
Student management system (SMS)	means the system used to record a student's personal information and results.
Study period	means a discrete period of study within a course, 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.
Subject	means a unit of study that a student enrols in as part of their course.
Suspension	means pausing a commenced course 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).

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Policy no. KBS059
KBS Refund Policy

Tuition fees	means fees paid by a student or intending student to receive tuition in a course(s) 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 provider are unable to fully deliver their course of study.
Withdrawal	means terminating a course enrolment 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 course. 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 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.

Refunds approved under this policy will be returned to the original payment method and payer unless this is not practicable or otherwise agreed by Kaplan. Where sufficient evidence is available to assess a refund entitlement, Kaplan may process an approved refund without requiring additional payment instructions from the student.

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.

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 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.

Refunds

Domestic Students

Domestic Students who withdraw on or before the published census date of the study period will not be charged a tuition fee for the enrolled subject(s). Students accessing a FEE-HELP loan will not incur a debt for the subject(s) if they withdraw on or before the Census Date.

Domestic Students who withdraw after the census date will be liable for the subject(s) fee. Students accessing a FEE-HELP loan will incur a debt for the subject(s) if they withdraw after the census date.

Subject tuition fees will not be refunded if a student withdraws from the subject after the census date for the study period, except under the following circumstances:

- reasons beyond the student's control where the student is prevented from studying a subject
- Kaplan cancels a subject, after the published census date, in which the student has enrolled.

Tuition fee refunds after the census date are given solely at the discretion of Kaplan and only if there are compelling, compassionate or exceptional circumstances which can be verified.

Further information on FEE-HELP is available at http://studyassist.gov.au/sites/StudyAssist/.

Students should note that the census date for each study period at Kaplan is listed on the website (https://www.kbs.edu.au/future-students/important-dates/).

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Policy no. KBS059
KBS Refund Policy

International Students

Tuition fee refunds, prior to course commencement

In the event an international student wishes to withdraw from their course prior to its commencement, the following refund rules apply:

Withdrawal Timeframe	Refund
Withdrawal request is received by Kaplan at least four weeks prior to course commencement date.	80% refund of the first study period tuition fees owing*
Withdrawal request is received by Kaplan at least seven days prior to course commencement date.	50% refund of the first study period tuition fees owing**
Withdrawal request is received by Kaplan less than seven days prior to the course commencement date	No refund of the first study period tuition fee
Withdrawal request is received by Kaplan on the day of or after the course commencement date	No refund of the first study period tuition fee

Note: The first study period tuition fee is outlined on the *Offer of Admission*. The treatment of deposits is outlined under the Refund Refusal section of this policy.

***Example calculation - 80% refund of first study period tuition fees owing is calculated as:** Tuition Fees Owing: $10,000 + Enrolment Fee (non-refundable): $300 Total Fees Owing: $10,300 **Kaplan will keep the following:** Tuition Fees: $2000 (20% of tuition fees owing) + Enrolment Fee (non-refundable): $300 Total fees withheld: $2300 Any remaining funds, if available, will be paid to the student.	****Example calculation - 50% refund of first study period tuition fees owing is calculated as:** Tuition Fees Owing: $10,000 + Enrolment Fee (non-refundable): $300 Total Fees Owing: $10,300 **Kaplan will keep the following:** Tuition Fees: $5000 (50% of the tuition fees owing) + Enrolment Fee (non-refundable): $300 Total fees withheld: $5300 Any remaining funds, if available, will be paid to the student.

Where the student's enrolment is cancelled by Kaplan prior to course commencement because the student provided incorrect or incomplete information (excluding fraud) to Kaplan at the time of enrolment, Kaplan will refund 90% of the first study period tuition fee.

Where a student fails to commence their course on the agreed start date and has not formally withdrawn or deferred by the subject enrolment close date in their first study period, the student will be deemed to have withdrawn on or after the course commencement date. In such cases, no refund of the first study period tuition fee will apply, and any deposit may be forfeited in accordance with this policy.

Tuition fee refunds, post commencement

In the event a student who has commenced their course at Kaplan subsequently withdraws, unused tuition fees for future study periods not yet commenced will generally be considered refundable, except where:

- forfeiture of a deposit applies under this policy.

For the avoidance of doubt, a deposit is not a tuition fee payment for the purpose of calculating unused tuition fees.

The tuition fees for enrolled subjects that are withdrawn after the study period's enrolment period closes will be considered used and, therefore, are not refundable.

International students issued multiple CoE(s) for a package of courses, as shown on the student's current *Offer of Admission* from Kaplan, who do not meet the entry requirements for a subsequent course, or their principal course will be entitled to a refund of any unused tuition fees or deposits for future enrolments.

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 course 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

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Policy no. KBS059
KBS Refund Policy

Visa is refused after the course commencement date**	Refund of all unused tuition fees** from the default day
Students whose CoE has been cancelled for non-commencement of studies who subsequently receive a student visa refusal	Refund requests may be considered where satisfactory evidence of the visa refusal is provided within three months of the course commencement date. Requests received after this period will not normally be considered.

***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 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. Kaplan 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 three 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 nine weeks.*

Refund Refusal

Refunds may be refused, reduced, or deposits may be forfeited in the following circumstances:

- An international student issued multiple CoE(s) for a package of courses, as shown on the student's current *Offer of Admission* from Kaplan, who withdraws from a course, will not receive a refund of any deposit amounts for future course enrolments (e.g., a deposit paid for a Bachelor of Business packaged with a Diploma of Business).
- An international student issued a CoE(s) for a course(s) with Kaplan who withdraws prior to completing six months of their principal course and who has not had a *Release* request approved in PRISMS will not receive a refund of any unspent fees or initial deposit amount(s) for future course enrolments.
- Deposits payable as part of the financial commitment required to secure and maintain enrolment in a course may be forfeited where a student:
    - withdraws prior to course commencement;
    - withdraws after the course commencement date;
    - fails to maintain ongoing enrolment;
    - abandons the course; or
    - ceases studies prior to completing the course.
- An international student who holds a visa type other than a student (subclass 500) visa that does not restrict them from ongoing studies and who withdraws after the Course Commencement Date or start date of a subsequent trimester will not be entitled to receive a refund for any unspent fees.
- A student who has had their enrolment cancelled by Kaplan under the following circumstances will not be entitled to receive a refund for any tuition fees paid in advance for a study period or as part of an initial deposit amount:
    - The cancellation was due to a student's failure to complete enrolment and commence on the agreed start date without having withdrawn or deferred.
    - The cancellation was due to a student's failure to enrol in a compulsory study period.
    - The cancellation was due to unsatisfactory course attendance, conduct or progress at the conclusion of the appeals period.
    - The cancellation was due to a student providing false or misleading information at the point of application or enrolment, and this has been substantiated (e.g., falsified documentation such as passport, qualifications issued by other education providers, etc.).
    - The cancellation was due to a breach of student visa conditions or any illegal or unlawful conduct by the student.
    - The terms and conditions of "*the Agreement*" between the student and Kaplan are breached (e.g., non-payment of tuition fees).
- A domestic student formally withdraws from the course or a subject after the study period census date.

Non-Tuition Fee Refunds

The following fees and charges are non-tuition fees and are **non-refundable**:

- Enrolment fee
- Suspension of studies fee (where fees have been charged)
- Late payment fee
- Recognition of Prior Learning fee (where fees have been charged)
- Ancillary charges, including credit card surcharges
- Graduation fees
- Overdue library fines
- Assessment re-mark fees (where fees have been charged)
- Replacement student ID card fee
- International postage fee
- Photocopying credits

For an up-to-date list of fees and charges, please see the International Student Fees and Domestic Student Fees webpages on Kaplan's website.

Refunds for Students Enrolled with Offshore Partners

Special conditions and administrative arrangements may apply for students who are enrolled through an Offshore Partner. Students should contact their local administrator for further details.

Overseas Student Health Cover (OSHC)

Overseas students who have organised their OSHC premium through Kaplan will be entitled to a full refund of their OSHC premium if they receive a visa refusal or withdraw from their course 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 apply for the refund directly with the OSHC provider and follow their refund processes.

Compassionate and Compelling Circumstances

Kaplan 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 Kaplan for a full or partial refund for a course a student has commenced.

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 to successfully complete a pathway course needed to meet an entry requirement for the Kaplan course;
- inability to pay tuition fees (overseas students) as it is a visa condition to have sufficient funds for study and living purposes.

Requests for refunds on compassionate and compelling grounds should be accompanied by independent and verifiable supporting documentation.

Students will be informed of the outcome within ten working days.

Protection of Student Fees

In the unlikely event that Kaplan is unable to deliver a course in full, students will be offered a refund of all unspent tuition fees. This refund will be paid **within 10 working days** of the day on which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course at no extra cost.

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Policy no. KBS059
KBS Refund Policy

Students have the right to choose whether they would prefer a refund of unspent tuition fees or to accept a place in another course. If they choose placement in another course, students will need to sign documentation to indicate their acceptance of the placement.

In the unlikely event that Kaplan is unable to provide a refund or place a student in an alternative course, Kaplan has established fee protection measures to ensure tuition safeguards are in place to assist Domestic Students, and the Tuition Protection Service (TPS, www.tps.gov.au) will assist overseas students in finding an alternative course or to get a refund if a suitable alternative is not found. Please see the *Statement of Tuition Assurance Policy*.

Complaints and Appeals

Students who are dissatisfied with the application of this policy by Kaplan may refer to Kaplan's *Grievances, Complaints and Appeals Handling Policy* for information regarding their options. This Refund Policy and the right to make complaints and seek appeals of decisions and actions under various processes (please see the *Grievances, Complaints and Appeals Handling Policy* for details on complaints and appeals), does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

Please see the *FEE-HELP Review Procedures* for more information on how Kaplan handles requests for reviews of decisions made in relation to FEE-HELP.

Relevant Legislation

As a registered higher education provider, Kaplan operates under strict laws and regulations. Policies and procedures are in place to ensure compliance with such laws. Below lists the most relevant legislation which apply to this policy:

- Australian Consumer Law (Competition and Consumer Act 2010)
- 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
- Higher Education Support Act 2003
- 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 and Documents

This policy should be read in conjunction with the following:

- Domestic Student Fees
- FEE-HELP Review Procedures
- Grievances, Complaints and Appeals Handling Policy
- International/Domestic Student Entry Requirements and Fees
- Offer of Admission
- Statement of Tuition Assurance
- Terms and Conditions of Enrolment

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Policy no. KBS059
KBS Refund Policy

Version Control and Accountable Officers

It is the joint responsibility of the Responsible Officer and Implementation Officer(s) to ensure compliance with this policy.

Policy Category	Corporate and Finance
Responsible Officer	Executive Director
Implementation Officer(s)	General Manager, National Operations
Review Date	June 2029
Approved by	
Chief Financial Officer	

Version	Authored by	Brief Description of the changes	Date Approved:	Effective Date:
1.6	Quality, Regulations and Standards Team	Updated to clarify deposit refund entitlements	06.08.2024	06.08.2024
1.7	Quality, Regulations and Standards Team	Clarification of non-refundable non-tuition fees	13.01.2025	14.01.2025
2.0	Quality, Regulations and Standards Team	• Comprehensive review. • Expanded and updated definitions and terminology for consistency and operational clarity. • Clarified refund application and payment arrangements, including refund processing requirements. • Inclusion of provisions relating to non-commencement, deemed withdrawal, visa refusals, and deposit forfeiture arrangements. • Clarified treatment of deposits and unused tuition fees for refund calculation purposes. • Reorganisation and clarification of refund refusal provisions. • Minor wording, formatting and editing changes.	16.06.2026	01.07.2026