

Terms & Conditions and Refund Policy

Kaplan Higher Education Pty Ltd.

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Enrolment Terms and Conditions

General Terms and Conditions

These Terms and Conditions are applicable to all students studying at Kaplan Higher Education Pty Ltd ABN 85 124 217 670 trading as Kaplan Professional (Kaplan Professional), a registered higher education provider on the Tertiary Education Quality and Standards Agency National Register of Higher Education Providers (PRV 12030).

Policies and procedures

All Kaplan Professional students are subject to the policies and procedures that are published on our website at www.kaplanprofessional.edu.au/afa, including those dealing with student misconduct, assessment, progression, enrolment deferral and cancellation, complaints and appeals. Students must review these policies and procedures at least annually and ensure they understand and comply with the most up to date version of our policies and procedures.

Course changes

Kaplan Professional will place the student into the most appropriate class. Kaplan Professional may change course and/or subject dates, course curriculum, tutors or programs at any time, at its discretion, with or without notice to students.

Fees

All fees for courses and programs of study at Kaplan Professional are as published on our website at www.kaplanprofessional.edu.au/afa. These fees include access to the online learning portal, online subject notes, additional online learning resources, online lectures, online discussion forum, assessments and a Kaplan Professional certificate upon completion of the course. Kaplan Professional may withhold the granting of a certificate attained by a student if tuition fees or any other fees remain outstanding. Withdrawal fees apply if a student withdraws between the commencement date of a study period and the census date.

Protection of student fees

Kaplan Professional is a member of the Australian Council for Private Education and Training (ACPET). ACPET's Australian Students Tuition Assistance Scheme (ASTAS) protects student fees paid in advance. Tuition assurance is offered to ACPET members approved to offer FEE-HELP loans, such as Kaplan Professional (further information is available at www.acpet.edu.au/members/apply-for-astas).

Learning resources

Students may be required to purchase textbooks, workbooks, stationery, software and other required learning materials at an additional cost. Details of prescribed texts, and any other additional costs, are listed in the relevant subject outline (available on our website at www.kaplanprofessional.edu.au/afa).

Course deferral

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 course deferral must be made in writing using the relevant form available at www.kaplanprofessional.edu.au/afa. Students should refer to the changes to enrolment policy (available at www.kaplanprofessional.edu.au/afa) for details of the circumstances in which their enrolment may be deferred, suspended or cancelled, before submitting an application.

Special consideration and reasonable adjustment

Students requiring special consideration in the completion of any subject or assessment for reasons such as difficulties with the English language or disadvantage due to a medical condition must advise Kaplan Professional of the circumstances at the time of their enrolment. If a student has an existing condition or special learning need which impacts on their ability to study or to complete assessment, they should refer to the Kaplan Professional assessment policy (available at www.kaplanprofessional.edu.au/afa).

Refunds

Any refund is made in accordance with the Kaplan Professional refund policy (available at www.kaplanprofessional.edu.au/afa). All students must read the refund policy before accepting an offer for entry into a Kaplan Professional course. Students requesting a refund must do so in accordance with the Kaplan Professional refund policy. Approved refunds are paid in Australian dollars into the bank account nominated on the refund form. All refund requests will be responded to in writing, and approved refunds will be paid within 14 days of written notification by Kaplan Professional. Tuition fees are not transferable to other students.

Enrolment Terms and Conditions

Complaints and appeals

Kaplan Professional respects students' rights to transparent review of decisions concerning enrolment, assessment, progression and awarding of qualifications. All complaints are treated seriously and managed in accordance with the Kaplan Professional complaints and appeals policy (available at www.kaplanprofessional.edu.au/afa).

Privacy

Personal information collected by Kaplan Professional and information regarding a student's course progress and attendance may be shared by Kaplan Professional with the Australian government or State and Territory governments, and their designated authorities; if applicable — the agent that recruited the student (unless specifically excluded); Kaplan Professional staff and contractors; and related body corporates of Kaplan Professional and their staff and contractors. This information may include personal and contact details, course enrolment details and changes, and course results. Kaplan Professional's Privacy Policy complies with the *Privacy Act 1988* (Cth) when dealing with personal information. For further information please review the Privacy Policy (at www.kaplanprofessional.edu.au/privacy-policy) or contact our Privacy Officer at privacy@kaplan.edu.au.

Declaration

Upon submitting an application for enrolment to Kaplan Professional, and subsequently undertaking any study at Kaplan Professional, the student:

- Declares that the information provided in their application form is true and complete in every detail.
- Consents to the information submitted in their application form being used by Kaplan Professional in considering their enrolment application or the imposition of disciplinary procedures.
- Understands that giving false or incomplete information may lead to the refusal of their application or cancellation of their enrolment.
- Has read and understood the course information published by Kaplan Professional and has sufficient information about Kaplan Professional to enrol.

- Authorises Kaplan Professional to seek medical treatment should Kaplan Professional or a staff member acting on their behalf consider such action necessary for a student whilst at Kaplan Professional premises. The student agrees to indemnify Kaplan Professional for any expense, loss, damage or liability whatsoever suffered or incurred as a result of authorising and arranging such emergency medical treatment.
- Authorises Kaplan Professional to provide any other educational institutions to which the student is seeking admission any required relevant official records. The student also gives Kaplan Professional permission to obtain official records from any educational institution the student has attended, or any former or current employer, for the purposes of verifying any of the details submitted in their application form.
- Understands that information collected during their enrolment will be handled in accordance with the Kaplan Professional Privacy Policy, and may be stored on a server controlled by a third party whether in Australia or otherwise (www.kaplanprofessional.edu.au/privacy-policy).
- Accepts liability for payment of all relevant tuition fees identified in these Terms and Conditions, including those published on the Kaplan Professional website (www.kaplanprofessional.edu.au/afa). The student also understands the circumstances in which refunds will not be applicable as set out in these Terms and Conditions, including the Kaplan Professional refund policy, and that fees may increase with written notification from Kaplan Professional during the course.
- Understands and agrees to abide by all Kaplan Professional policies and procedures (available at www.kaplanprofessional.edu.au/afa).
- Agrees that course and learning materials made available by Kaplan Professional are subject to copyright which is owned by, or licensed to, Kaplan Professional and that use of authorised copies of learning materials provided through a Kaplan learning resource centre are for research and study purposes related to the Kaplan Professional qualification they are studying only, and that all obligations and restrictions imposed under copyright, including under the *Copyright Act 1968* (Cth), must be complied with at all times.
- Agrees that any dispute, claim or matter arising in relation to these Terms and Conditions will be subject to the laws of New South Wales.

Refund Policy

This policy is current as of 1 January 2015 and will be reviewed at least annually by the Academic Board.

Scope

This policy is applicable to Kaplan Higher Education Pty Ltd, trading as Kaplan Online Higher Education.

Purpose

Consistent with the requirement of the National Code and ESOS act (2000), the purpose of this policy is to provide:

- guidelines for granting refunds of enrolment fees, cancellation of enrolments and transfer requests. It applies to domestic and international students enrolled in Kaplan's Higher Education programs.

Notification requirements

Students must apply in writing to Kaplan to request a refund, cancellation, transfer or substitution of an enrolment. Refunds may be granted at the discretion of Kaplan and students will be notified within 14 days of the outcome of their request for a refund, cancellation or transfer. Where FEE HELP is available, students accessing a FEE HELP loan from the Commonwealth Government who wish to withdraw you must do so in writing prior to the published census date. Failure to do so will result in you incurring a debt to the Commonwealth Government.

Refund activities

Subject enrolment fees

Students must advise Kaplan that they are withdrawing from a subject enrolment. For subject withdrawals made on or before the census date for the trimester of enrolment, students will be entitled to a full refund. A late subject withdrawal fee of \$300 is applicable for withdrawals after the commencement of the study period. Census dates can be found on Kaplan's website.

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

- where the student's application for enrolment is declined by Kaplan
- by reason or 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 where
- Kaplan cancels a subject in which the student has enrolled or where the commencement of the subject or module is postponed for more than four weeks.

Re-mark fees

There are set fees for the remarking of an assessment item. These are outlined in the remark form and include:

- \$150 for remarking of an assessment item
- \$50 for manual remark of 100% multiple choice exam.

A full refund of these fees is available where Kaplan identifies that the original marking process for that piece of assessment did not accurately reflect the result of the assessment item.

Subject transfers

Students who have enrolled in a subject can transfer to another subject prior to the commencement of the program without penalty. Students who transfer subjects will also be required to return subject material from the original subject enrolment at the students' expense. Students who change subjects may not apply for special consideration based on changing subjects alone.

Workshops, short courses or other activities

Kaplan may from time to time run student based workshops, short courses or other course related activities. Where Kaplan cancels one of these activities and a transfer to an alternative activity is not suitable, full fees will be refunded. Kaplan will provide participants 7 days notice of the decision to cancel.

Note: Kaplan will not be liable for any other associated costs such as accommodation or travel costs including flights.

Where a student cancels a workshop registration prior to commencement cancellation fees will apply (see Table 1 for a schedule of refunds based on number of days notice).

If a student is unable to attend a workshop or short course they may transfer to another workshop. In some cases Kaplan will allow a substitution where the original participant is unable to attend. Requests must be received in writing no less than 14 days prior to the commencement of a workshop and only one substitution per enrolment is permitted. Additional copies of any material that have already been distributed will not be replaced. It is expected that the substitute student will obtain the learning material from the enrolled student and read it prior to attending the workshop.

Table 1 Cancellation and transfer fees

Cancellation period	Cancellation fee
Up to 22 days prior to commencement	\$100 cancellation, Transfer is available at no cost
Up to 14 days prior to commencement	\$200 cancellation, \$100 transfer
Less than 14 days prior to commencement	No refund, \$100 transfer if places available

Provider default

In the unlikely event that Kaplan defaults, for unforeseen reasons, and is unable to provide a course of study or continue a course of study, appropriate refunds will be applied as per the ESOS Act (2000). ACPET will arrange for students to enrol in a similar course of study and receive full recognition for any successfully completed units of study already undertaken.

Payment of refund

Refunds are paid in Australian dollars, within 28 business days from the date the student lodges a written request for a refund of their tuition fees. Refunds for students under 18 years of age will be paid directly to the parent(s) or guardian(s) unless Kaplan receives written approval from them consenting for it to be paid directly to the student.

No tuition fee refund is payable if:

- The student formally withdraws from the program or a unit of study after the census date[^]. In this case the student is liable to pay the full tuition fee and any expenses, costs or disbursements incurred in recovering the tuition fees.
- The terms and conditions of the contract between the student and School are breached.
- The student's enrolment is cancelled by Kaplan.

[^] Tuition 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.

[^] Tuition fee transfers after the program has commenced are solely at the discretion of Kaplan and are only made if the student is more suitably placed in another institutional program for academic reasons.

The following fees are non-refundable:

- Where an initial registration or application fee is applied, this is non-refundable. Once a student submits their once off registration fee, they are unable to apply to have any part of it refunded.
- Fees charged for administrative services (for example, late fees, reprints of transcripts).
- Protection of student fees. Protection of student fees are in place by way of an Australian Government recognised Tuition.
- Assurance Scheme through the Australian Council for Private Education and Training (ACPET).

Enquiries

If you have any enquiries about this policy please contact Kaplan.

Appeals

Please see Complaints and Appeals policy for these details.

Related policies and documents

This policy should be read in conjunction with the following KOHE policies:

- Access and equity
- Complaints and appeals

Responsible officer

The responsible officer for the implementation and relevant training of this policy is the Vice President, Higher Education Australia.