Kingsway Institute CRICOS Provider Code:03177F
Level 4, 84-86 Mary Street, Surry Hills NSW 2010
Phone: +61 2 9283 2388
Email: enquiry@kway.nsw.edu.au
Web: www.kway.nsw.edu.au

KINGSWAY INSTITUTE - APPLICATION FORM

Have you studied at Kingsway Institute before? ☐Yes ☐No

PERSONAL DETAILS

Surname:
Given Name:
Gender: ☐ F ☐ M **Date of Birth:**
Passport Number:
Country of Birth:
Nationality:
First Language:

OVERSEAS CONTACT DETAILS

Address:
Suburb/City/State:
Postcode:
Country:
Email:
Telephone/Mobile:

AUSTRALIAN CONTACT DETAILS

Address:
Suburb/City/State:
Postcode:
Email:
Telephone/Mobile:

EMERGENCY CONTACT

Name:
Relationship:
Mobile No:
Email:

DISABILITIES

Do you consider yourself to have a disability, impairment or long term condition? ☐ Yes ☐No

If YES, then please indicate the area of disability, impairment or long-term conditions below so we may assist you. (You may indicate more than one area)

- ☐ **Acquired Brain Impairment**
- ☐ **Hearing/Deaf**
- ☐ **Intellectual**
- ☐ **Learning**
- ☐ **Medical Condition**
- ☐ **Mental Illness**
- ☐ **Neurological Condition**
- ☐ **Physical**
- ☐ **Vison**
- ☐ **Other:**_____

EDUCATION BACKGROUND

Highest Qualification:
☐ High School ☐ Certificate ☐ Diploma ☐ Degree
Name of qualification:
Graduation date:
Name of education provider:
Country of Study:

ENGLISH PROFICIENCY

Have you sat an IELTS, PTE, TOEFL, CAE or another recognised English proficiency test? ☐ Yes ☐ No
If YES, please attach a copy of your certificate
(The test must have been taken within two years of the official course commencement date.)

VISA

If you are in Australia, what visa do you currently hold?

Are you applying for a Student Visa?
☐ Yes
☐ No > What type?

Where will you lodge your application?
☐ Onshore
☐ Offshore

Have you completed the Kingsway Institute SSVF Checklist? ☐ Yes ☐ No

ACCOMMODATION DETAILS

Do you require airport pick-up? ☐ Yes ☐No
If yes, please provide arrival details at least 14 days before scheduled departure date.

Do you want Kingsway Institute to arrange accommodation (Homestay) for you? ☐ Yes ☐No
If yes, how many weeks? _____
Homestay start date:_____

OVERSEAS STUDENT HEALTH COVER (OSHC)

The Australian government requires all overseas student on a student visa to have OSHC for the total duration of their stay in Australia.

Will you be applying for OSHC through Kingsway Institute?
☐ I will arrange for my own OSHC myself /with my agent
☐ Yes, please arrange

If yes, please indicate your preference:
☐ Single ☐ Couple ☐ Family

☐ I already have OSHC, please provide insurer details below:
Provider:_____
Membership No: _____
Expiry Date:_____

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COURSE INFORMATION

CRICOS CODE	Course Name	Course Duration	Entry Requirements*
070494D	General English (GE)	2 to 75 weeks	Beginner – Upper Intermediate
072572A	IELTS Preparation (IELTS)	2 to 30 weeks	Intermediate - Advanced
070495C	English for Academic Purposes (EAP)	10 to 30 weeks	Pre-EAP, EAP 1 & EAP 2

STUDY PLAN

		Course 1:	Course 2:	Course 3:
SELECT YOUR COURSE(S):	Start Date:			
	End Date:			
	Duration (in weeks):			
	General English (Morning Shift)	☐	☐	☐
	General English (Evening Shift)	☐	☐	☐
	IELTS Preparation	☐	☐	☐
	English for Academic Purposes	☐	☐	☐
	Is this a packaged course? ☐ **Yes** ☐ **No** **(If yes, please provide details):**			

**Kingsway Institute will enrol you in the right General English course for your estimated level. All students may take a Placement test. Entry to courses other than General English will depend on the results of the Placement test or other supporting material. Further information can be found in the terms and conditions.*

INSTALMENT PLAN REQUEST

Number of instalments: ☐One ☐Two ☐Three ☐Four ☐Other:_____

If you need an instalment plan, please specify how many instalments you need. A non-refundable instalment payment plan will be applied. The number of instalments will depend on the duration of studies.

AGENT DETAILS

Are you applying through an education agent? ☐ Yes ☐ No

Agents Name:_____
Email:_____
Name of contact consultant:_____

Agent Stamp:

CHECKLIST

☐ a copy of your passport
☐ a copy of your current visa (if you hold one)
☐ SSVF Checklist
☐ a copy of your academic transcripts
☐ a copy of your further studies offer
☐ a signed and dated application form

STUDENT DECLARATION

I declare that the information submitted in this application is complete and correct and that submission of incorrect or incomplete information may delay my application or lead to my application being refused. I have also read and understood the Privacy Policy as outlined on the Kingsway Institute website. I understand that the data collected on this form may be shared with Commonwealth and State Government agencies. I understand the Institute may take such actions as it believes necessary, including the disclosure of the information to any person or body the Institute considers has a legitimate interest in receiving it, and I consent to such disclosure. I authorise the education agent nominated by me on this form to act on my behalf in matters relating to this enrolment.
I have read and understood the entry requirements for the course(s) I have enrolled in, and agree to be bound by the Terms and Conditions as outlined in this application form and Policies and Procedures on the website.

Student Name:

Student Signature:

Date:

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Terms and Conditions

- Please read the following terms and conditions carefully before completing this application form
- Please make sure that your refer to the specific entry requirements that apply to the course you are applying for
- All courses require applicants to be 18 year or over.
- The Applicant confirms that all the information provided in this application is complete and correct. The Applicant has read Kingsway Institute's policies and procedures as listed on Kingsway Institute's website.
- The Applicant agrees to be bound by Kingsway Institute rules and regulations and to follow acceptable codes of behaviour, attendance and academic performance and to show concern for other students.

Part A – Entry Requirements

General English (GE) AM	070494D	No entry requirement
General English (GE) PM	070494D	General IELTS overall 4.5 with no band below 4.5 or equivalent
IELTS Preparation (IELTS) AM	072572A	Academic IELTS overall 5.0 with no band below 4.5 or equivalent
English for Academic Purposes (Pre-EAP) AM	070495C	Academic IELTS overall 5.0 with no band below 4.5 or equivalent
English for Academic Purposes 1 (EAP 1) AM	070495C	Academic IELTS overall 5.5 with no band below 5.0 or equivalent
English for Academic Purposes 2 (EAP 2) AM	070495C	Academic IELTS overall 6.0 with no band below 5.5 or equivalent

Part B – Other Potential Fees

FEE TABLE* ($AUD)

Enrolment Fee (Non-refundable)		$200.00	Administration Fee (Non-refundable)	$250.00
Material Fee (paid once per enrolment per course)			Amendment of CoE (per CoE, Non-refundable)	$50.00
Weeks	Standard (Compulsory)	Optional (with book/s)	Instalment Payment Plan (Non-refundable)	$100.00
02 – 04 wks	$50.00	N/A	Accommodation placement fee (Non-refundable)	$250.00
05 – 10 wks	$65.00	$55.00 (1 book)	Airport Pick-Up (Non-refundable)	$200.00
11 – 20 wks	$70.00	$110.00 (2 books)	Late payment penalty per instalment (Non-refundable)	$100.00
21 – 30 wks	$85.00	$165.00 (3 books)	Issuance of replacement certificate (Non-refundable)	$100.00
31 – 40 wks	$90.00	$220.00 (4 books)	Replacement / Renew Student Card (Non-refundable)	$20.00
41 – 50 wks	$105.00	$275.00 (5 books)	Photocopying/Printing (B/W)/Scanning (Non-refundable)	$0.20/page
51 – 60 wks	$120.00	$275.00 (5 books)	Placement Test (Non-refundable)	$38.00
61 – 75 wks	$135.00	$275.00 (5 books)		

*There is a possibility for potential Fees to change during a student's course and applicable refund policies

Part C – Refund Policy

Please refer to Kingsway Institute's Refund Policy and Procedure on our website for further information.

Kingsway Institute will make a refund within four (4) weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined in the International Student Offer Acceptance Agreement.

All refund considerations will be strictly limited to the total of monies which KWAY has received. The refund calculation will not include:

1. Enrolment fees are non-refundable;

2. If a student notifies KWAY of their intention to withdraw from the course before their original start date, then they will be eligible to receive a refund minus a $250 administration fee; refer to Table 1

3. No refunds will be given for notification of withdrawal which occurs after the start of the course. The exception to this is noted under point four (4).

4. Once the course has commenced no refund is available to participants who withdraw before completing the course unless the student can provide a medical certificate or show extreme personal hardship. In that case, fees may be refunded on a pro-rata basis, minus the administrative fee. However, should students wish to resume their studies at a later date, the original fee payment can be used as credit towards that course within twelve months of initial payment. Refund requests should be made in writing.

5. Proportion of course money received for the proportion of the course provided to the student before the default date;

6. If a student notifies KWAY of their intention to withdraw before the original start date and are eligible for a refund as per point three (3) above, then the refund will be paid within four (4) weeks of KWAY receiving their request for a refund.

7. All fees and charges are payable upon invoice and will cover a period of the impending study period. Students may be barred from sitting exams, receiving results or attending classes if tuition fees are not paid by the date specified on the invoice.

8. Any refund will be paid to the person or entity that originally paid the course fees and, where possible, in the same currency in which the fees were paid.

9. A Transfer of Provider, if requested the student must give Kingsway Institute four weeks written notice prior to your next instalment due date or a minimum payment of one (1) month tuition fee plus an administration fee of $250.00.

10. Fees may be subject to change without notice.

In all circumstances Kingsway Institute will provide a statement and an explanation of how the refund was calculated and make fully available access to the Complaints and Appeals Policies and Procedures. This agreement and the availability of the Complaints and Appeals Policies and Procedures does not remove the right of the student to take action under Australia's consumer protection laws.

Table 1

Refund Circumstances	Refund Amount
Visa Refusal	Full refund of the tuition fees, 100% of material fees and less administration fee of $250
Withdrawal at least four (4) weeks prior to the agreed start date	Refund equal to 70% of the tuition fees, 100% of material fees and less administration fee of $250
Withdrawal less than four (4) weeks prior to agreed start date	Refund equal to 50% of the tuition fees, 100% of material fees and less administration fee of $250
Withdrawal after the agreed start date	No refund
Kingsway Institute is unable to provide the program for which the original offer was made (Provider Default)	Refer to the subheading below - *Cancellation or Non-delivery of the Course (Provider default)*
Special circumstances where the student is not able to travel to Australia, not due to a visa rejection, but due to compelling or compassionate reasons outside the control of the student, supported by written evidence and as determined by the college	Full refund of the tuition fees, 100% of material fees and less administration fee of $250
Breach of student visa conditions, visa cancellation or failure to comply with enrolment conditions	No refund
Late arrival to a course and student has been granted a visa	No refund
Student expelled from the college for breaching college policies and has started and is completing a course	No refund
All tuition fee refunds will attract $250.00 Administration Fee	Non- Refundable

In the event of student/agent requesting to make changes to agreed starting date by email or by telephone and any communication by KWAY with the student/agent in reference to the change/deferment to agreed starting date shall be binding and in such cases for Refund purposes, the agreed starting date will be the initial course start/agreed starting date before any change/deferment is made. This policy covers full and partial refunds, refunds in the event of student default and in the case of provider default.

- KWAY will withhold granting the award attained by the student, if student fees remain outstanding.
- Refer to the Complaints and Appeals Policies and Procedures on the KWAY website and in the Student Handbook if you wish to appeal the Refund Policy and Procedure.
- KWAY will consider the following exceptional circumstances as grounds for a student's withdrawal from the course:
- Severe life-threatening illness or disability.

- Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)

When acceptable documentary evidence is produced, refunds will be at the discretion of Kingsway Institute.

Kingsway Institute does not provide refunds for:

- Application fees, accommodation assistance fees & airport reception fees
- Withdrawal from course after the course has commenced
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment
- Students who leave before completing the course
- All bank charges incurred by KWAY in issuing a refund will be met by the student.

In the event that the student does not commence studies on the due date, the Kingsway Institute will advise the DHA via PRISMS of details of the student who has not commenced studies within a period of 14 days.

Student Default
A student is not eligible for a refund in the event of student default. A student defaults when:

- The course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); or
- The student withdraws from the course (either before or after the agreed starting date); or
- The College refuses to provide, or continue providing, the course to the student because of one or more of the following events:
- The student failed to pay an amount he or she was liable to pay to the College, directly or indirectly, in order to undertake the course; or
- The student breached a condition of his or her student visa; or
- Misbehaviour by the student.

Student Default Timelines
Providers are still required to notify of an outcome of discharge of obligations for a student default in two circumstances:

1. if the student default is due to visa refusal, or
2. if there is no compliant written agreement that meets the requirements of section 47B of the ESOS Act.

These reports must be done within 7 days after the end of the provider obligation period, as per the current requirements. The ESOS Act under subsection 47E (3) defines the provider obligation period as 4 weeks after the default day. As such providers have 4 weeks + 7 days to report the outcome.

Students Rights to Appeal

a. Any student who is refused a refund by Kingsway Institute may appeal within 14 days in writing to the Administration Manager who makes available the Complaints and Appeals Policies and Procedures
b. The Student will be advised of the result of an appeal by the Kingsway Institute in writing, within 28 days from the date Kingsway received the application. If the reviewer has not advised the applicant of the decision within (45) days of receiving the application for review, the reviewer will be understood to have confirmed the original decision.
c. The Organisations appeal process does not circumscribe the student's right to pursue other legal remedies.
d. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia consumer law.

Cancellation or Non-delivery of the Course (Provider default)

a. In the unlikely event that the Organisation defaults, it will notify DHA and Tuition Protection Service (TPS) Director within three (3) business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student.
b. The Organisation defaults when:
    - It fails to provide the course to the student on the agreed starting date; or
    - The course ceases to be provided to the student any time after it starts but before it is completed; and
    - The student has not withdrawn before the default day.

c. In the unlikely event that the Organisation is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within two (2) weeks of the day on which the course ceased to be provided.
d. Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the Organisation to indicate the student accepted the placement.
e. In the unlikely event the Organisation is unable to provide a refund or place student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Students in this instance are advised to contact https://tps.gov.au/StaticContent/Get/StudentInformation

Refund Process
All requests for a refund must be submitted on the appropriate 'Refund Application Form', to the Kingsway Institute Administration Office. Refund requests must be accompanied by official documentary evidence.

If the student is unable to access the refund application form a refund request should be made in writing and emailed to; enquiry@kway.nsw.edu.au

- Refunds will only be in Australian dollars.
- The refund will only be made in the name of the person or entity who paid the student fees unless the student gives a written direction to KWAY to pay the refund to someone else.
- Refunds are made in accordance with the policy above and full refunds of amounts owed to the students will be made within four (4) business weeks.
- All bank charges incurred by KWAY in issuing a refund will be met by the student.
- In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.

Tuition Protection Service (TPS)
The applicant agrees that if they enrol for less than 24 weeks, 100% upfront pre-paid tuition fees will be collected by Kingsway.
If the total course duration is more than 24 weeks, the first instalment or 50% of upfront pre-paid tuition fees will be collected by Kingsway.
For a total course duration of more than 24 weeks, the second instalment or the remaining 50% of outstanding tuition fees will be collected by Kingsway two weeks before the start of the second study period.

Part D – Deferment, Suspension or Cancellation of Enrolment

Please refer to Kingsway Institute's Deferral, Suspension and Cancellation Policy and Procedure on our website for further information.

Under the ESOS Act (https://internationaleducation.gov.au/Regulatory-Information/Pages/Regulatoryinformation.aspx) a student wishing to defer the commencement of studies or suspend their studies must apply to do so in writing to the Institute by completing a deferral or suspension form. Deferral of commencement, suspension of enrolment and cancellation of enrolment will be reported to DHA and may affect the status of the current student visa. For more information and detail, students should contact the Kingsway Institute Student Services team or refer to the School's Deferral, Suspension and Cancellation policy at our website.

The Institute may decide to accept an application for deferral of commencement or suspension of study on the following grounds:

1. Compassionate or compelling circumstances
   1.1 Illness where a medical certificate states that the student is unable to attend the class
2. Misbehaviour by the student
   2.1 Kingsway Institute may decide to suspend or cancel a student's enrolment on its initiative as a response to misconduct by the student.
3. Breach of student visa requirements, i.e. course progress and attendance

Part E – Complaints and Appeals

Please refer to Kingsway Institute's Complaints and Appeals Policy and Procedure on our website for further information.

Complaints and appeals are dealt with by Kingsway Institute's established dispute resolution process.

Kingsway Institute is committed to resolving any student complaint or grievance promptly, equitable and in a professional manner that respects the privacy of all parties involved.

The Internal Student Complaint Process is confidential and can be accessed free of charge. Students are entitled to have a personal representative present at any stage during the complaints handling the procedure. This process will not affect a student's outcome, academic or otherwise. If the student is not satisfied with the decision, then the student can appeal externally through the Overseas Student Ombudsman (www.ombudsman.gov.au/). Administrative Appeals Tribunal (www.aat.gov.au/).

For more information and detail, students should contact the Kingsway Institute Student Services team or refer to the School's Policy at our website.

This agreement and the availability of complaints and appeals processes does not remove the right of the student to take action under Australia's consumer protection laws, where applicable.

Part F – Acceptance Procedure

If your application is successful you will receive a Letter of Offer explaining the course that has been offered, the fees payable and course commencement dates. To accept the offer, you must return the Acceptance form (signed by you) and pay the fees and charges as outlined in your Letter of Offer. Fees must be paid in Australian dollars.

When making a payment, please include your student ID number as listed in your Letter of Offer. Please notify Kingsway about your payment by sending the payment receipt to enquiry@kway.nsw.edu.au

After Kingsway has received your fees, your place in your chosen course of study will be confirmed. An electronic Confirmation of Enrolment (CoE) will be sent to you. You will need to present this to an Australian High Commission, Embassy or Consulate in your home country when applying for a student visa.