



Fee Refund Policy and Procedure

Institution	Kingsway Institute
Policy Name	Fee Refund Policy and Procedure
Policy Governance	Principal Executive Officer
Date of Approval	January 2020
Review Date	January 2021
Version No.	5.1

1 Purpose

This policy is determined in accordance with the Education Services for Overseas Student (ESOS) Act 2000 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the National Code 2018)

2 Scope

This Refund Policy applies to those students who are “overseas students” as defined in the National Code 2018.

3 Definitions

Term	Definition
Cancellation Fee	The fee is payable to cover costs involved when a student withdraws from a course up to 20 working days after commencement of course. The Cancellation Fee is subject to change
Course Commencement Date	The day on which the course was scheduled to start, as advertised by Kingsway Institute. In case of any deferral and related to refund matter, the Course Commencement Date will define as the original date in the first CoE.
Application Fee	The fee payable, if any, set out in the Student Agreement to make an application to study the Course at Kingsway Institute. The Application Fee is subject to change.
ESOS Act:	The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia, as amended from time to time.
Non-Tuition Fees	Any other additional fees charged by the Kingsway Institute that are not included in tuition fees.
Principal Course	The main course to be undertaken by a Student where a Student visa has been issued for multiple programs of study. The principal course would generally be the final course the overseas Student arrives in Australia with a student visa that covers numerous programs.
Course	A Full-time registered course offered by Kingsway Institute and registered under the requirements of the ESOS Act.
Course Fee	The money received by the Kingsway Institute for delivering the Course to the Student and includes: - tuition fees,



	<ul style="list-style-type: none"> - any amount received by the Kingsway Institute that must be paid to a registered health benefits organisation on behalf of the Student; and - any other amount the Student has paid, directly or indirectly, to the Kingsway Institute to undertake the Course
Student	<p>A Student who is enrolled at the Kingsway Institute whether or not they have commenced their studies and included:</p> <ul style="list-style-type: none"> - ‘overseas students’ as defined in the National Code 2018 and hold student visas as determined by the ESOS Act; - students who are in Australia on a temporary visa, including a temporary protection visa.

4 Policy Statement

This Refund Policy applies to ‘overseas students’ as defined in the National Code 2018.

Except as provided by law, a refund of Tuition Fees will only be granted under this Refund Policy.

Each Student acknowledges and agrees to the terms and conditions of the Refund Policy & Procedures on signing the University Student Agreement.

The terms and conditions set out in this Refund Policy & Refund Procedures apply equally to commencing and continuing Students unless otherwise specified.

The Kingsway Institute reserves the right to amend these terms and conditions at any time to ensure compliance with applicable State and Federal laws and/or to amend the non-refundable Administration Fee.

Kingsway Institute is obliged to inform the Department of Home Affairs (DHA) of any change of status where a Student who holds a student visa completes his or her Course early, transfers to another provider, is excluded on academic grounds and fails to meet his or her visa conditions, defers or suspends his or her study or otherwise changes the expected duration of his or her study.

The funds paid for the Tuition Fees must be cleared at the time that an Application for Refund is made by the Student and all debts to the school must be paid before any refund to the Student can be made.

Kingsway Institute may in its absolute discretion, refund to the Student some or all Tuition Fees where it determines that there are extenuating or compassionate circumstances.

This policy, the Student Agreement and the availability of complaints and appeals processes, do not remove the right of Students to take action under Australia's consumer protection laws.



5 Policy Terms and Conditions

1. The Applicant confirms that all the information provided in this application is complete and correct.
 2. The Applicant agrees to be bound by Kingsway Institute rules and regulations and to otherwise follow acceptable codes of behaviour, attendance and academic performance and show concern for other students.
 3. The applicant agrees that if they enrol for less than 24 weeks, 100 percent of upfront pre-paid tuition fees will be collected by Kingsway. If the total course duration is more than 24 weeks, the 1st instalment of 50 percent of upfront pre-paid tuition fees will be collected by Kingsway, and Kingsway will collect the 2nd payment of the remaining 50 percent of outstanding tuition fees two weeks before the start of the second study period.
- Refund applications must be completed on the Refund Application Form and submitted to Kingsway Institute. Refunds will be provided within 28 days of Kingsway's receipt of a refund application form from the student or parent(s)/ legal guardian and will include a statement explaining how the refund was calculated.

Table 1.0

Reason for Refund of Course Fees Paid and Notification Period	Tuition Fee	Cancellation fee
Visa Problem Refund		
If your visa application is rejected by the Australian Department of Immigration (DIBP), and you have not yet commenced the course, you will need to attach proof of this in the form of the letter of rejection and contact Kingsway Institute to notify them of this prior to the course commencing.	100% of the fees are refundable and payable to the student within 28 working days.	A \$250 refund charge, which does not form part of the course fees, is to be paid to Kingsway.
Visa application unsuccessful (proof required as above), but student has commenced studies.	A refund of any remaining weeks of tuition paid for, but not studied will be made to the student.	A \$250 refund charge, which does not form part of the course fees, is to be paid to Kingsway.
Visa application delayed by circumstances beyond the student's control, thus not enabling the student to begin the course on time. This requires documented evidence.	Refund according to calculations in the Act ("Calculation of Refund Specification 2014") and the "Act"	The refund could range from 70% minus \$250 of administration fees to 50% minus \$250 minus spent monies through attendance of course.
Change of visa sub-class to permanent resident	Pro-rata refund based on number of weeks studied minus administration fee of \$250.	



Student Default as defined in the Act. - Before Course Commencement Date		
Student provides misleading or false information	Refund according to calculations in the Act. The result of the misleading information needs to be noted. For example, where the misleading (or false) information may lead to a visa rejection or may lead to an institute refusing the student enrolment. The refund could range from 70% minus \$250 of administration fees to 50% minus \$250 minus spent monies through attendance of course.	
Withdrawal from the course prior to commencement (received by Kingsway Institute 28 days or more prior to the agreed course starting date)	70% of the fees are refundable and payable to the student within 28 working days. A \$250 refund charge	A \$250 refund charge, which does not form part of the course fees, is to be paid to Kingsway.
Withdrawal from the course prior to commencement (received by Kingsway Institute less than 28 days prior to the agreed course starting date)	50% of the fees are refundable and payable to the student within 28 working days.	A \$250 refund charge, which does not form part of the course fees, is to be paid to Kingsway.
Student Default as defined in the Act. - On or After Course Commencement Date		
Withdrawal on or after the course start date where visa granted to the student	No refund	
Breach of student visa conditions, visa conditions, visa cancellation or failure to comply with enrolment conditions	No refund	
Provider default		
In the unlikely event that Kingsway Institute is unable to deliver your course in full	<p>i. You will be offered a partial refund. The partial refund will cover the portion of tuition for which you have paid but not yet received. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.</p> <p>ii. Alternatively, you may be offered enrolment in an alternative course by Kingsway Institute at no extra cost to you.</p> <p>iii. You have the right to choose whether you would prefer a partial refund of course fees, or to accept a place in another course.</p> <p>iii -1. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.</p>	



	<p>iii-2. If Kingsway Institute is unable to provide a refund or place you in an alternative course the government’s Tuition Protection Service (TPS) will help you.</p> <p>iii-2.1. You will have access to a secure online information and access service and be able to obtain information on the options for an alternative course including course costs and availability of places.</p> <p>iii-2.2. You will also be able to get information on the amount of unused pre-paid tuition fees from this service.</p> <p>iii-2.3. You will be able to select a course placement through this process and once you have enrolled the unused prepaid tuition fees for you will be paid to your receiving provider.</p> <p>iv. Finally, if the TPS is unable to obtain a suitable place you will be able to request a refund of the unused pre-paid tuition fee amount from the TPS Director.</p>
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
Other Fees	Fees not listed in the Refund Section (Part D) are not refundable. Prior to enrolment, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

4. 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.
 - 4.1 If the student is not satisfied with the decision, they may apply for a review of that decision within 28 days from the day the student first received notice of the decision. Appeals will be considered by the relevant authority.
 - 4.2 For an appeal to be considered, a student must demonstrate new information pertinent to their case which might change the outcome of the original decision together with a letter stating the reasons why they are applying for reconsideration.



- 4.3 The Student will be advised of the result of an appeal by the Kingsway Student Admission Division 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.
5. In the unlikely event that Kingsway institute is unable to deliver your course in full, you will be offered a partial refund. The partial refund will cover the portion of tuition for which you have paid but not yet received. 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 by Kingsway Institute at no extra cost to you. You have the right to choose whether you would prefer a partial refund of course fees, or to accept the 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 Kingsway Institute is unable to provide a refund or place you in an alternative course the government's Tuition Protection Service (TPS) will help you. You will have access to a secure online information and access service and be able to obtain information on the options for an alternative course including course costs and availability of places. You will also be able to get information on the amount of unused pre-paid tuition fees from this service. You will be able to select a course placement through this process, and once you have enrolled, the unused prepaid tuition fee for you will be paid to your receiving provider. Finally, if the TPS is unable to obtain a suitable place you will be able to request a refund of the unused pre-paid tuition fee amount from the TPS Director.
 6. Fees not listed in the Refund Section (Part D) are not refundable. Prior to a student enrolment, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.
 7. Students wishing to defer the commencement of studies or suspend their studies must complete a deferral or suspension form and submit it to Kingsway Institute. Kingsway Institute may decide to suspend or cancel a student's enrolment on its own initiative as a response to misbehaviour by the student. Deferral of commencement, suspension of enrolment and cancellation of enrolment has to be reported to the Department of Home Affairs and may affect the status of a student visa. A cancellation fee of AUD\$250 will apply.