

STUDENT SUPPLEMENT – RULES AND REGULATIONS

Kingston International College CRICOS code 02543G Ver.1.1 0714

REFUND POLICY

Provider Default

Provider default provisions of the ESOS Act 2000

In the unlikely event that Kingston International College is unable to deliver a student a course in full (before or after commencement of studies), they will be offered a refund of the unexpended portion of pre-paid tuition fees (i.e. the tuition fee that student has paid for but has not been delivered by the provider). The refund will be paid within 2 weeks of the day on which the course ceased to be provided. Alternatively the student may be offered enrolment in an alternative course by Kingston International College at no extra cost to the student. The student has the right to choose whether they would prefer a refund of unexpended tuition fees, or to accept a place in another course. If they choose placement in another course, Kingston International College will ask them to sign a document to indicate acceptance of the placement.

If Kingston International College is unable to provide a refund or place the student in an alternative course, the Tuition Protection Service (TPS) framework will act to facilitate the placement or to provide a refund of unexpended tuition fees.

Student Default

All requests for a refund should be submitted in writing with supporting documentation to the Director of Operations. If approved refunds will be paid by cash, cheque, or direct deposit to the students nominated account within 14 days of the approval. Note that if a student enrolls through an agent then any refund due will be paid to the agent.

Refunds will not be paid as credit for other students courses, but may be applied as credit to any other course the student wishes to enrol in with KIC.

Monies received from a student will be allocated against fees in the following order :

1. Enrolment fee
2. OSHC fee if applicable
3. Tuition fee

The enrolment fee is non-refundable under any circumstances. Refunds will be calculated on monies received rather than on monies due from a student. If KIC has received the OSHC fee from a student but has not paid it to the OSHC provider then KIC will refund it in full to the student. If KIC has received the OSHC fee and has paid it to the OSHC provider, the student will be responsible for obtaining any refunds from the OSHC provider, if they decide to cancel their OSHC.

If a student enrolls with KIC but prior to commencing their course they are advised by DIBP that their application for a student visa has been rejected and they notify KIC in writing (with evidence from DIBP) to this effect, the student will be refunded any pre-paid tuition fees less an administration fee of A\$230. Note refund of the OSHC fee from KIC will only be made if the OSHC has not been purchased by KIC.

In approving a refund of course fees application KIC will:

- i. provide a partial refund of course fees paid in advance, where enrolling students provide more than 10 weeks written notice of their intention to withdraw from the course prior to the course commencement. The partial refund will be all course fees paid for the semester, less 10% administration fee (max \$1,000.00) and a full refund of fees paid for any subsequent semester.

For courses greater than 10 weeks KIC will :

- i. provide a partial refund of course fees paid in advance, where enrolling students provide written notice of their intention to withdraw from the course more than 4 weeks and up to 10 weeks prior to the course commencement. The partial refund will be 70% of a semesters course fees less an administration fee of maximum 10% or \$1,000.00.
- ii. provide a partial refund of course fees paid in advance, where enrolling students provide written notice of their intention to withdraw from the course 4 weeks or less prior to the course commencement. The partial refund will be 40% of a semesters course fees less an administration fee of maximum 10% or \$1,000.00.
- iii. provide a partial refund of course fees to students who withdraw after the commencement of the course up until the first 4 weeks. The partial refund shall be 30% of a semesters course fees less an administration fee of maximum 10% or \$1,000.00.
- iv. apply no refund of course fees where a student has withdrawn from the course after the 4th week of the course.
- v. apply no refund of the semester's course fees and not less than 40% of fees applicable to a subsequent semester where, after the start of a semester, a student has been withdrawn by KIC due to the student seriously breaching student visa conditions or KIC rules.

By way of example, a student who has paid for more than two semesters in advance and withdraws during semester and more than four weeks before the commencement of the following semester, would receive no refund of fees for the current semester, at least 70% of the following semester's fees (less the administration fee) and **a full refund of fees paid for any subsequent semester.**

For courses of 10 weeks or less KIC will apply the above refund rules except :

- i. apply no refund where a student has withdrawn from the course 4 weeks or less before the course starts or any time after the start of the course.
- ii. apply no refund of course fees where, after the start of a course, a student has been withdrawn by KIC due to the student seriously breaching student visa conditions or KIC rules.

If a student studying ELICOS changes the number of weeks they are enrolled in, any refund due will be calculated as follows :

- i. if a student changes the number of weeks enrolled *prior* to the start of the course, the total cost of the course will be recalculated based on the new number of weeks. Any overpayment will be refunded in full. Any under payment will be due from the student.
- ii. If a student increases the number of weeks *after* the start of the course the cost of the extra weeks will be charged at the current rate the student is paying.
- iii. If a student reduces the number of weeks enrolled *after* the start of the course any refund due will be calculated as 30% of the difference between the original course cost and the new course cost. Note - this refund calculation is to be used regardless of how long after the start of the course the student changes their enrolment.

Students who dispute the refund procedures have access to the KIC internal/external appeals procedure. 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. For further information, refers to www.oso.gov.au

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SHARING OF INFORMATION

Information is collected on the enrolment form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

STUDENT SUPPORT SERVICES

KIC Management and staff are committed to the provision of support services for enrolled students, with staff in place who are appointed for contact and referral for student support and general welfare matters. All enrolling overseas students are provided with an orientation event which includes guidance concerning student support services. Note that under the National Code 2007 it is compulsory for students to attend their orientation. The Student Services Manager (SSM) will be available for all enquiries from students regarding personal or welfare matters during their time of study with KIC

TRANSFER OF STUDENT ENROLMENT

KIC enrolment staff will only accept applications for enrolment from students who are transferring from another registered provider to KIC where the student has completed at least six months of his or her principal course of study with the original registered provider unless:

- i. The original registered provider has ceased to be registered or the course has ceased to be registered.
- ii. The original registered provider has provided a letter of release
- iii. The original registered provider has had a sanction imposed on its registration by the Australian Government or state or territory government that prevents the student from continuing his or her principal course, or any government sponsor of the student considers the change to be in the student's best interest and has provided written support for that change.
- iv. A Government sponsor of the student deems that a transfer is in the student's best interest and supports the transfer request in writing.

When a student requests a transfer of their enrolment from KIC to another registered provider prior to completing 6 months of their principal course at KIC, a KIC enrolment staff member shall provide the student with advice on KIC's procedures for applying for course transfer, including the need to formalise the request in writing stating the reasons for which they desire to transfer their course enrolment to another registered provider. A request may take as long as but will not extend past a 7-day assessment period. The student's enrolment will be maintained throughout this period.

KIC will consider all reasonable requests for enrolment transfer and apply special consideration for a transfer to a course offered by another registered provider where compassionate grounds can be established, such as undue hardship or sickness in the family that prevents travel to or from the course provider's location of training.

KIC may refuse an application for transfer where a transfer is considered detrimental to the student's study progress. KIC may also refuse an application for transfer where a student has fees outstanding.

KIC will only provide a letter of release after the student has provided a letter indicating a valid enrolment offer from another registered provider.

The issuing of a letter of release will be at no cost to a student.

Where a student is under the age of 18 years of age, a letter of release will only be granted where the student's parent or legal guardians have confirmed in writing their support for the transfer or in the case where the welfare of the student is supervised by the registered provider, the Student Services Manager shall also be required to provide support for the transfer. Valid enrolment from the new course provider will also confirm their acceptance of the welfare responsibilities of the student. KIC's complaints and appeals process are available should a release refusal letter be issued.

DEFERMENT, SUSPENSION, OR CANCELLATION

KIC management and staff are committed to assessing all applications for course deferrals of study, ensuring that students within the process are informed of their rights and provided with due care and where relevant opportunities of appeal.

Student initiated

Deferment or suspension of a course of study for up to 6 months may be granted to a student on request and at no cost to the student where compassionate and compelling circumstances are experienced by the enrolled student and adequate evidence exists to support these circumstances. In the case of a need to defer/suspend a course of study the student should approach their Director of Studies and submit a written explanation of their request with any supporting evidence concerning their prevailing circumstances.

If a deferral or temporary suspension of studies is approved it does not remove the student's liability to pay course fees due to Kingston International College.

Students who wish to cancel their enrolments should speak to their Director of Studies to explain their reasons for cancellation. If the request is approved the Director of Studies will initiate the cancellation process. The standard refund policy will apply for the determination of any refunds due.

If a request for deferment, suspension, or cancellation is refused, students may access the internal /external appeals process and the independent adjudicator. They have 20 working days to do so following the decision.

Provider initiated suspension or cancellation of enrolment

Where a student's conduct has been found to violate KIC's rules of enrolment and where warning has been provided, the Director of Studies will inform the student that their misconduct has resulted in a report being made to KIC management. Students receiving a misconduct report and a resultant suspension or cancellation of enrolment by KIC management may access the internal /external appeals process and the independent adjudicator. They have 20 working days to do so following the decision.

Misconduct may include but is not limited to the following :

- Non payment of fees
- Disruption of classes
- Offensive behavior such as drunkenness during classes
- The use of prohibited substances on school premises
- Any behavior that endangers other students or staff

Note that in the event of a student's enrolment being deferred or temporarily suspended, whether following a request by a student or because KIC has taken such action due to misconduct by the student, the student's enrolment will be maintained throughout the period of deferment or suspension.

Deferments, suspensions or cancellations of enrolments may affect students' visa conditions in which case a student should approach DIBP for further advice.

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ATTENDANCE AND COURSE PROGRESS

All students will be monitored for attendance and course progress. Students will be advised at orientation as to the attendance and course progress requirements for their course.

If a student fails to meet these requirements they may be in breach of visa conditions and be subject to compulsory reporting. Reasons for absences from classes will only be considered where supporting evidence is provided e.g. medical certificates.

Students are advised however that regardless of the reasons for their absences they are still subject to automatic reporting to DIBP if their attendance falls below the minimum required for their course.

CHANGE OF ADDRESS

During the period of enrolment students are required to inform KIC of any change of address details within 7 days of the change. Note that this includes e-mail addresses and telephone numbers. Students are also required to inform DIBP of any change of address as soon as it occurs.

HOLIDAYS

Students studying VET courses have predetermined holidays built into their courses. Students are not permitted to take holidays outside these times.

Kingston International College observes all public holidays. Students are not entitled to any refund of fees when public holidays occur during their course.

COURSE DELIVERY LOCATIONS

All ELICOS courses offered by KIC are delivered at the main KIC campus in Highgate, Perth.

All VET courses are also delivered at the main KIC campus in Highgate, Perth, with the exception of the practical parts of the Hospitality courses; work based training components of courses, and first aid units of courses.

The practical parts of the Hospitality courses are delivered at the KIC kitchens located at the Vastos Club in Balcatta, approximately 12 km north of Perth. Frequent bus services are available to Balcatta taking approximately 25 minutes from the KIC main campus in Highgate to Balcatta with a 5 minute walk to the Vastos Club. Students are given detailed information regarding travelling to the Vastos Club at orientation.

The Hospitality courses include a work based training component. Delivery of the work based training component for these courses is through restaurants, and commercial kitchens throughout the Perth city region and its suburbs. Students are required to make their own travel arrangements to and from places of work experience. Students will be advised of their work experience locations and how to get to them after the start of their courses.

The first aid unit of hospitality courses is conducted at the Australian Red Cross centre in Perth.

Student visa holders studying for more than 6 weeks can apply for a Smartrider Travel card giving them subsidized public transport.

FACILITIES

The Kingston International College main campus in Highgate, Perth, is made up of a mixture of classrooms, lecture rooms, computer rooms, and recreation facilities. Classes are conducted in either classrooms or lecture rooms, depending on the class size. Lessons are delivered by highly qualified teaching staff using a combination of whiteboards, digital projectors, and computer based training, depending on the course.

On campus are multiple computers available for both teaching purposes and access by students for preparing assignments or e-mailing.

At break times, students are provided to use either of the recreation rooms. Both are equipped with fridges and microwaves for students to use. There is several water fountains located on the campus. Multiple toilet facilities are available for male and female students.

LIVING COSTS

The following is a list of indicative living costs for Perth. Note that students are advised to check costs themselves as there are many variables, and to use the following information as a guideline only.

Renting	A\$200-A\$280 per week
Homestay	A\$210-A\$250 per week
Hostel	A\$25-A\$35 per night
Food	A\$75 per week
Gas, electricity, water, telephone	A\$25 per week
Public transport	A\$25 per week
Laundry, dry cleaning	A\$15 per week
Miscellaneous	A\$50 per week

Students seeking work opportunities should either look at the job adverts in the newspapers or contact employment agencies directly.

Note the migration regulations require that students have at least A\$18,610 per year to cover living costs whilst in Australia.

STUDENTS UNDER 18 YEARS OF AGE

Students under the age of 18 who are applying for a student visa must ensure that adequate arrangements are in place for their accommodation and welfare.

A student visa will only be issued if the student can demonstrate that they will be living with an approved relative, or the education provider agrees to be responsible for the students' welfare and accommodation whilst they are in Australia while under the age of 18.

If a student under the age of 18 wishes to study at Kingston but does not have an approved relative in Australia with whom to stay, Kingston International College can arrange for the student to stay at an approved homestay provider. Kingston International College will not approve any other forms of accommodation or welfare arrangements. All such approved homestay providers have current police clearances and working with children clearances. Both the homestay provider and the student must abide by Kingston International College welfare and accommodation rules.

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PAYMENT OPTIONS

Student is requested to accept the offer and make payment within 14 days from date of issue of the Letter of Offer. If this is not done, College will exercise its discretion in determining the need to cancel the enrolment. (This 14 days period does not apply if your course starts within 2 weeks from date of issue. In this case, you are required to accept the offer and make payment before the course commences.) Student needs to pay in advance up to 100% or less with installment plan (if applicable) of the tuition fee for courses that are less than 24 weeks. For courses that are more than 24 weeks, student needs to pay up to 50% or less with installment plan (if applicable) of the tuition fee and for the remaining fees of the course, application has to pay 1 week before the start of the 2nd study period. If student does not accept and make payment after the expiry date, Kingston International College (KIC) reserves the right to cancel the students' enrolment.

If paying for a course by installments, subsequent installments for that course must be paid by the dates shown on the installment plan. Note that if a student chooses to pay by installments it does not remove their contractual obligation to pay the full course fees if they withdraw from the course after the commencement date, subject to the terms and conditions of the refund policy.

The minimum period of tuition covered by installments for all VET and ELICOS courses is 8 to 12 weeks. Requests for more frequent payments will not be considered.

If a student does not pay their fees on time they will receive a first and final warning letter giving the student 7 days to pay. If payment is still not received within that time the student will receive a 20-day notice letter.

If a student still fails to pay their outstanding fees they will be suspended from classes and may be subject to having their enrolment cancelled and being reported to the immigration department. Students will be given 20 working days to appeal the decision to report them. Accessing the Complaints and Appeals process is at no cost to the student and does not put the student's enrolment at risk. If the decision is upheld, or the student chooses not to appeal, they will be reported to immigration which may lead to them being asked to leave Australia.

Note that KIC cannot process an enrolment or accept course fees until it receives the signed letter of acceptance and enrolment form. A Confirmation of Enrolment (CoE) will be issued upon receipt of the signed acceptance form and the payment.

APPLICATION FOR STUDENT VISA

After submitting a student visa application, if a student has not received an answer from DIBP by the proposed start date of their course and notify KIC in writing prior to the start date of their course, they may request, at no cost, that the start date be moved to the next entry date. If KIC is notified after the proposed start date of the course this is considered a cancellation of a course and re-enrolment, with the student subject to cancellation fees as per the refund policy. It is strongly recommended therefore that students allow sufficient time for processing of their visa applications by DIBP. Students can contact their nearest DIBP office for advice on processing times.

If a student's visa application is unsuccessful and KIC is notified in writing with evidence from DIBP prior to the start of the course, the student will be refunded any pre-paid tuition fees less the enrolment fee and an A\$230 admin fee.

If a student's visa application is unsuccessful and KIC is notified after the start of the course the student will be considered to have cancelled their course. Any refund due to the student will be subject to the standard refund policy.

CREDIT TRANSFER

KIC offers credit transfer only for nationally accredited courses/units completed at an Australian registered training organisation (RTO) where the unit codes and unit elements can be clearly matched.

No partial credit will be given for any unit. Credit transfer from other Australian RTO's will only be given for a maximum of 50% of the units of a course. If more than 50%, it must be approved by DOS.

A reduction in course duration, as stated on the electronic Confirmation of Enrolment, will be given where the credited units occur either at the start or end of a course. Course credit for units that are offered midway through a course are unlikely to be given. In such cases, it will depend upon the availability of alternative (and appropriate) units within that particular course, and the flexibility of KIC's timetabling arrangements. To avoid issues impacting the duration of visas, course credit or Recognised Prior Learning (RPL) should be applied for by the student prior to the finalisation of their initial enrolment.

COMPLAINTS AND APPEALS

Internal Process

The complaints and appeals procedure of KIC shall ensure that all complaints are dealt with in a constructive and timely manner at no cost to the complainant.

An overseas student that has a complaint should first approach a training staff member or the Director of Studies and explain their complaint. The student's complaint if not satisfactorily resolved, can be appealed and will be reported to the next KIC management meeting or dealt with within 10 days of lodgment. Accessing the Complaints and Appeals process does not put the student's enrolment at risk.

External Process

If a student is not satisfied with the outcome of their appeal they may contact the Overseas Students Ombudsman on their website www.oso.gov.au (<http://www.oso.gov.au>) or phone 1300 362 072. All the findings of the Overseas Student Ombudsman and their decision will be communicated to KIC and the Complainant. This process will be at minimal or no cost to the student.

OVERSEAS STUDENT HEALTH COVER (OSHC)

International student visa holders are required to have private health insurance for the duration of their stay in Australia. On request Kingston International College will arrange the overseas student health cover through Medibank Private health insurance. Fees for this health insurance are in addition to course fees.

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GENERAL TERMS & CONDITIONS

REFUND POLICY

1. Cancellation and Refunds Policy

All requests for a refund should be submitted in writing with supporting documentation to the Director of Operations at Kingston International College (KIC)

2. A notice of cancellation due to :

- a) Illness or disability.
- b) Death of a close family member (parent, sibling, spouse, child).
- c) Political or civil event that prevents acquittal may be accepted as grounds for a partial refund of fees. Supporting documentary evidence must be provided.

3. In all cases, refunds of tuition and accommodation fees will be in accordance with the Australian Skills Quality Authority Policy Guidelines for the Registration of International Students and comply with the Australian Government Education Services for Overseas Students Act 2000 (ESOS). These documents are available to students on request.

4. The following declaration states the conditions relating to the refund of fees :

- a) The enrolment fee and accommodation placement fee are non-refundable if a student is offered a place at KIC.
- b) Accommodation fees (apart from the Accommodation Placement Fee) are refundable. However, 14 days notice of cancellation must be given in writing.
- c) On an applicants acceptance of an offer of admission to KIC, the following conditions will apply :

FOR COURSES OF GREATER THAN 10 WEEKS IN DURATION (APPLICABLE TO VET & ELICOS)		
Reason for Refund	Notification Period	Refund
Student's application for student visa unsuccessful or undecided	Before course /semester commences	Full refund of fees paid paid less an administration charge of A\$230
Student withdraws from course	More than 10 weeks before course/ semester starts	Full refund of fees paid (less an admin fee of 10% of semester fees or \$1000 whichever is the lesser)
	more than 4 and up to 10 weeks before course/semester starts	70% of a semesters fees (less an admin fee of 10% of semester fees or \$1000 whichever is the lesser)
	4 weeks or less before semester/course starts	40% of a semesters fees (less an admin fee of 10% of semester fees or \$1000 whichever is the lesser)
	During the first 4 weeks of semester/ course start	30% of a semesters fees (less an admin fee of 10% of semester fees or \$1000 whichever is the lesser)
If KIC withdraws offer, fails to provide the course offered, or terminates a service offered	After the fourth week Before the course /semester commences	No refund of fees Full refund or suitable alternative agreed to by student
	After course /semester commences	
If KIC withdraws the student from a course because the student has seriously breached visa conditions or KIC rules	After course /semester commences	No refund of the semesters fees and not less than 40% of fees paid in advance for a subsequent semester and full refund of fees paid in advance thereafter
If incorrect or incomplete information is supplied by the student and the offer is withdrawn by KIC	Before the course /semester commences	Full refund of fees paid (less an administration fee of 10% of fees paid or \$1000 whichever is the lesser)

In addition to the above refund conditions the following applies only to ELICOS courses of 10 weeks or less in duration :

FOR COURSES OF 10 WEEKS OR LESS IN DURATION		
Reason for Refund	Notification Period	Refund
Student withdraws from course	4 weeks or less before semester/course starts or after start of semester / course	No refund of fees
If KIC withdraws the student from a course because the student has seriously breached visa conditions or KIC rules	After course /semester commences	No refund of fees

By way of example, a student who has paid for more than two semesters in advance and withdraws more than 4 weeks after the start of the semester and more than four weeks before the commencement of the following semester, would receive no refund of fees for the current semester, at least 70% of the following semester's fees (less the administration fee) and a full refund of fees paid for any subsequent semester.

5. This policy does not remove the right to take further action under the Australian Consumer Protection laws.

TRANSFER POLICY

1. Kingston International College has absolute discretion to determine whether an application for transfer of prepaid fees to another provider will be approved.
2. Requests for transfers should be made in writing by the student, and accompanied by a letter of offer from the receiving institution. If a transfer of prepaid fees is approved, KIC will ensure refunds occur in compliance with the Australian Skills Quality Authority Policy Guidelines, as specified above.
3. If the student is transferring to a KIC course from another institution, a confirmed record of attendance and academic performance are required.
4. The KIC transfer policy is to be read in conjunction with the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

ACCOMMODATION POLICY

1. **Accommodation Changes** : If students request a change of accommodation type after their course has started, a rebooking fee of A\$190 will be charged, payable at the time the change is requested. Any accommodation changes require approval of the Director of Operations and a minimum of 2 weeks notice.
2. **Refunds** : Please refer to the refund policy section 4 for details.
3. **Advance Payment** : Students booking accommodation are required to pay 4 Weeks of accommodation fees in advance.

TERMS & CONDITIONS

1. **Payment Deadline** : All course costs (or initial installment) must be paid in full no later than the course start date otherwise the enrolment may be subject to cancellation by KIC. Students paying by installments must pay each installment as per the dates shown on their installment plan.
2. **Visa Information** : In accordance with government regulations, visa application forms (Confirmation of Enrolment) may not be issued by the school until full payment has been received.
3. **Late arrivals, vacations and absences** : If a student begins their course late or is absent during the course consideration of refund of any fees will be made by KIC based on any supporting documentary evidence provided and any compassionate nature of the absence.
4. **Expulsion** : Should KIC choose to expel a student for any serious breach of discipline or misbehaviour, students will have the right to appeal to the KIC complaints and appeals process as per Part D of the National Code, Standard 8. Fees may be subject to refund as per KIC's refund policy.
5. **Rules and Regulations** : KIC students are subject to the rules and regulations governing the college.
6. **Public Holidays** : KIC is closed on public holidays. If the start date of a course falls on a public holiday, the course will start on the next working day. Compensation will not be made for classes not offered on public holidays.
7. **Course Cancellation Policy** : KIC reserves the right to cancel courses at short notice due to insufficient demand. Refer to the provider default provisions of the refund policy.
8. **Program Fees** : KIC reserves the right to vary fees at any time. Payment must be made in Australian currency, payable to Kingston International College.
9. **Course Changes** : KIC reserves the right to change course start dates, course curriculum, and programmes, at any time.
10. **Liability** : KIC and its representatives are not liable for damages, injuries, illnesses and violations to people or goods, however these may occur, unless such liability is legally imposed.

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11. Personal Release : By agreeing to these terms and conditions, students irrevocably authorize and grant KIC the right to : record them on video and photographs for visual representation on brochures, fliers, or any other promotional material; use their name, likeness, or other information concerning the student for reproduction on brochures, fliers and any other promotional material; use quotes or statements for reproduction on brochures, fliers or any other promotional material.

The student hereby releases KIC from any infringement or violation of personal and/or property rights of any sort whatsoever based upon the use of recordings or images. The student also acknowledges that KIC owns and shall own all rights, title and interest (including copyright) in any recording, images and sound made. KIC may only use such student information, photographs, video etc for the purposes described above.

12. Force Majeure: It is a basic stipulation of the agreement/contract between students and KIC, or its representatives that neither KIC, nor its representatives are liable in cases where KIC is unable to fulfill any services to which they are contractually bound because of labour disputes or other reasons which are beyond their control.

13. Health Requirements: Any illness, allergy or disability must be reported during the application process. All students must be of good health and sound mind. Any discrepancy to this after arrival by the student may result in the student being sent home early.

14. Additional Services : Transfers, travel, laundry, telephone costs, excursions, medical costs, change of accommodation and enrolment amendments are not included in any costs unless specifically stated on a valid invoice.

Note :

1. Information provided may be made available to Commonwealth and State agencies and the Tuition Protection Service pursuant to obligations under the ESOS Act 2000 and The National Code.
2. Any school age 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.
3. KIC's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.
4. Refunds will be paid within the relevant time period specified in the ESOS Act 2000.
5. Students are obligated to notify the college if they change address while still enrolled.