

STUDENT SUPPLEMENTARY SHEET

REFUND POLICY

Provider Default

Provider default provisions of the ESOS Act 2000

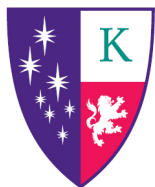
In the unlikely event that Kingston International College (KIC) is unable to deliver a student a course in full (before or after commencement of studies), they will be offered a refund of the unexpended portion of pre-paid tuition fees (i.e. the tuition fee that student has paid for but has not been delivered by the provider). The refund will be paid within 14 days of the day on which the course ceased to be provided. Alternatively the student may be offered enrolment in an alternative course by KIC 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, KIC will ask them to sign a document to indicate acceptance of the placement.

If KIC 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 Admin. If approved, refunds will be paid by direct deposit to the student's 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 comprise the following:

- 1) Application Fee:
 - a. Application fee is a fee that accompanies the application/enrolment form to process student application.

- 2) Tuition Fee:
 - a. Tuition Fees are the fees payable to KIC for undertaking a course.

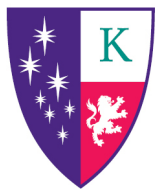
- 3) Non Tuition fee includes:
 - a. Overseas Student Health Cover (OSHC)
 - b. Resource fee
 - c. Commitment fee
 - d. Commitment fee for subsequent course(s), if applicable

Note 1: Students have to make their own arrangement directly with NIB for any refunds request of OSHC amount paid, if any.

Note 2: All accepted students are required to pay a non-refundable Commitment fee. The fee enables each student to confirm enrolment at KIC to which he/she has been offered admission. For additional course(s) enrolled, payment of a Commitment fee for each subsequent course is also required.

Note 3: The Commitment fee includes commitment fee for subsequent course(s) (except visa unsuccessful cases) are non-refundable if student is offered a place at KIC.

Note 4: Application fee is non-refundable in all cases if a student is offered a place at KIC.



In approving a refund application of course fee KIC will:

Table 1– Refund Policy - FOR COURSES GREATER THAN 10 WEEKS

Reason for Refund	Notification Period	Refund
Application for student visa is unsuccessful (proof required)	Before semester/course commences	Total course fee* minus the lesser of: (i) 5% of the amount of course fees received by the provider before the default day, or (ii) \$500 (*Course fee = tuition fees + non-tuition fees received by KIC in respect of the student)
	After semester/course commences	Weekly tuition fee × weeks in default period* = Refund amount. *Weeks in default period means: (a)during which a registered provider or a student defaulted; and (b)for which the provider received payment of tuition fees in respect of the student;
Student withdraws from course OR Student is cancelled for breach of KIC rules or breach of student visa rules	More than 10 weeks before semester/course commences	90% of semesters fee + OSHC (if applicable) + Resource fee
	More than 4 weeks and up to 10 weeks before semester/course commences	60% of semesters fee + OSHC (if applicable) + Resource fee
	4 weeks or less before semester/course commences	30% of semesters fee + OSHC (if applicable) + Resource fee
	During the first 4 weeks of semester/course commences	20% of semesters fee + OSHC (if applicable)
	After 4 weeks of semester/course commences	No Refund + OSHC (if applicable)
If incorrect or incomplete information is supplied by the student and the offer is withdrawn by KIC	Before semester/course commences	90% of semesters fee + OSHC (if applicable) + Resource fee

Note 1: The Commitment fee is non-refundable (except visa unsuccessful cases).

Note 2: KIC calculates refund and cancellation/withdrawal fees based on a semester (24 weeks study period or less + number of weeks of breaks – depending on the course enrolled i.e. applicable to ELICOS courses only).

Note 3: OSHC refunds are calculated on pro-rata basis based on NIB refund policy.

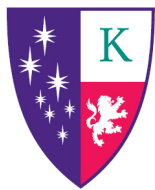
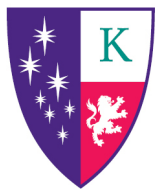


Table 2-Cancellation/Withdrawal Policy - FOR COURSES GREATER THAN 10 WEEKS

Reason for Cancellation/Withdrawal	Notification Period	Cancellation/Withdrawal
Student withdraws from course OR Student is cancelled for breach of KIC rules or breach of student visa rules	More than 10 weeks before semester/course commences	10% of semesters fee
	More than 4 weeks and up to 10 weeks before semester/course commences	40% of semesters fee
	4 weeks or less before semester/course commences	70% of semesters fee
	During the first 4 weeks of semester/course commences	80% of semesters fee
	After 4 weeks semester/course commences	100% of semesters fee
If incorrect or incomplete information is supplied by the student and the offer is withdrawn by KIC	Before semester/course commences	10% of semesters fee

Note 1: The Commitment fee is non-refundable for cancellation/withdrawal.

Note 2: KIC calculates refund and cancellation/withdrawal fees based on a semester (24 weeks study period or less + number of weeks of breaks – depending on the course enrolled i.e. applicable to ELICOS courses only).



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

Table 3 -Refund Policy - COURSES OF 10 WEEKS OR LESS IN DURATION		
Reason for Refund	Notification Period	Refund
Application for student visa is unsuccessful (proof required)	Before semester/course commences	Total course fee* minus the lesser of: (i) 5% of the amount of course fees received by the provider before the default day, or (ii) \$500 (*Course fee = tuition fees + non-tuition fees received by KIC in respect of the student)
	After semester/course commences	Weekly tuition fee × weeks in default period* = Refund amount. *Weeks in default period means: (a)during which a registered provider or a student defaulted; and (b)for which the provider received payment of tuition fees in respect of the student;
Student withdraws from course OR Student is cancelled for breach of KIC rules or breach of student visa rules	More than 4 weeks and up to 10 weeks before semester/course commences	Please refer to Table 1 – Refund Policy
	4 weeks or less before semester/course starts or after start of course	No refund
	After semester/course commences	No refund
If incorrect or incomplete information is supplied by the student and the offer is withdrawn by KIC	Before semester/course commences	90% of semesters fee + OSHC (if applicable) + Resource fee

Note 1: The Commitment fee is non-refundable (except visa unsuccessful cases).

Note 2: KIC calculates refund and cancellation/withdrawal fees based on a semester (24 weeks study period or less + number of weeks of breaks – depending on the course enrolled i.e. applicable to ELICOS courses only).

Note3: OSHC refunds are calculated on pro-rata basis based on NIB refund policy.

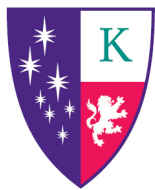


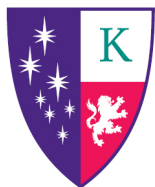
Table 4-Cancellation/Withdrawal Policy FOR COURSES OF 10 WEEKS OR LESS IN DURATION

Reason for Cancellation/Withdrawal	Notification Period	Cancellation/Withdrawal
Student withdraws from course OR Student is cancelled for breach of KIC rules or breach of student visa rules	More than 4 weeks and up to 10 weeks before semester/course commences	Please refer to Table 2 - Cancellation/Withdrawal Policy
	4 weeks or less before semester/course starts or after start of semester/course	100% of semesters fee
	After semester/course Commences	100% of semesters fee
If incorrect or incomplete information is supplied by the student and the offer is withdrawn by KIC	Before semester/course commences	10% of semesters fee

Note 1: The Commitment fee is non-refundable for cancellation/withdrawal.

Note 2: KIC calculates refund and cancellation/withdrawal fees based on a semester (24 weeks study period or less + number of weeks of breaks – depending on the course enrolled i.e. applicable to ELICOS courses only).

Note3: OSHC refunds are calculated on pro-rata basis based on NIB refund policy.



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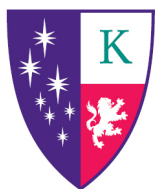
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If a student studying ELICOS changes the number of weeks they are enrolled in, any refund due will be calculated as follows:

- 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 and the refund/cancellation/withdrawal policy will apply accordingly. 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 rate of the new course fee.
- 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 fee and the new course fee. Any course reduction request, the last day of the course that you intend to shorten must be 4 weeks or more of study period from the date of request made by the student. This is only applicable to compassionate and compelling reasons with strong supporting evidence.

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

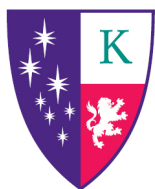


Other fees:

Services include	Applicable Fee
Re-assessment of Theory Unit	\$50
Re-assessment of Practical Unit	\$150
Make up assessment for Practical Unit or Theory Unit	\$300
Reprint of Course Certificate	\$50
Reprint of Result Transcript	\$50
Reprint of Letters of Confirmation	\$20
Reprint of Checklist for Award	\$5
Re-issue of Student Card	\$ 20
Penalty for late payment of course fee	\$100
Subsequent changes to CoE	\$100

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 Support Services staff (front desk/admin staff) will be available for all enquiries from students regarding personal or welfare matters during their time of study with KIC.

TRANSFER OF STUDENT ENROLMENT

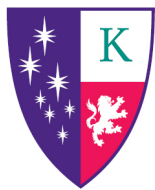
KIC enrolment staff will only accept applications for enrolment from students who are transferring from another registered provider to KIC where the student has completed at least six months of his or her principal course of study with the original registered provider unless:

- 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 Support staff 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, CANCELLATION OR CHANGE OF ENROLMENT

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 the Director of Admin and submit a written explanation of their request with any supporting evidence concerning their prevailing circumstances.

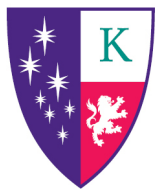
If a deferral or temporary suspension of studies is approved it does not remove the student's liability to pay course fee due to KIC.

Students who wish to cancel their enrolments should speak to the Director of Admin to explain their reasons for cancellation. If the request is approved, the Director of Admin 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 Admin 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 behaviour such as drunkenness during classes
- The use of prohibited substances at KIC premises
- Any behaviour 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 students' 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.

CHANGE OF ENROLMENT

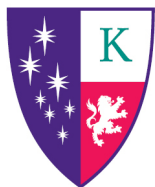
Where a student has enrolled 1 or more courses and after commencement of the 1st course, student decides to change his/her subsequent courses, student has to give 4 weeks or more notice period prior to the commencement of the subsequent courses and the first instalment payment (if applicable) of the next subsequent course must be made payable. No change of enrolment is allowed at any one time after each course commencement. Any change after course commencement will be considered a cancellation of a course and re-enrolment, with the student subject to cancellation fees as per the refund policy.

For student who wishes to change from day to evening class i.e. with change of study duration period, there will be no refund of fees. However, if students wish to change from evening to day class, students have to pay the difference in price.

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.

All students before progressing to the next level or the next course enrolled, they have to successfully complete/pass the current 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.

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.

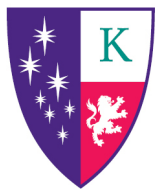
COURSE DELIVERY LOCATIONS

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 Beaufort Kitchen located at Mount Lawley which is approximately 5 mins walk from KIC main campus in Highgate. Students are given detailed information regarding travelling to the kitchen 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.



Some courses include work placement and these components are delivered by third parties at a variety of locations around Perth. Before undertaking work placement, students must have a Working with Children Check (applicable to Early Childhood Education and Care course) and Australian First Aid Certificate. Students are therefore encouraged after enrolling at Kingston to enrol for the First Aid Course as soon as possible and to immediately apply at the Australian Post Office for their Working with Children Check.

The First Aid unit of Hospitality and Early Childhood Education and Care courses are conducted at the CBD College in Perth.

Full time Student studying for more than 6 weeks (continuous) can apply for a SmartRider Travel card giving them subsidized public transport.

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.

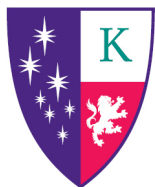
A student visa will only be issued if the student can demonstrate that they will be living with an approved relative, or the approved homestay provider who agrees to be responsible for the students' welfare and accommodation whilst they are in Australia while under the age of 18.

KIC has outsourced the accommodation and airport pickup services to Australian Homestay Network and ECU Village Mt Lawley. If a student under the age of 18 wishes to study at KIC but does not have an approved relative in Australia with whom to stay, student may refer to these approved homestay providers. The approved homestay providers have current police clearances and working with children clearances.

All students who engage the accommodation service from Australian Homestay Network or ECU Village Mt Lawley are to abide to the accommodation policies and conditions set.

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, KIC will exercise its discretion in determining the need to cancel the enrolment. (This 14 days period does not apply if your course starts within 14 days 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 instalment plan (if applicable) of the tuition fee for courses that are less than 24 weeks. For courses that are more than 24 weeks, student can choose to pay more than 50% of the course before they start the course. For the remaining fees of the course (if applicable), student has to pay in accordance to the payment datelines stated in instalment plan for the subsequent study period.



If student does not accept and make payment after the expiry date, KIC reserves the right to cancel the students' enrolment. Failure to make a payment on or before the due date is subject to a late payment fee of \$100 per week. In addition, student who has outstanding fees is not allowed to attend class.

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

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 Department of Immigration and Border Protection (DIBP). 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 DIBP which may lead to them being asked to leave Australia.

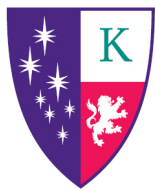
Note that KIC cannot process an enrolment or accept course fee until it receives the signed letter of acceptance and enrolment form. A Confirmation of Enrolment (CoE) will be issued upon receipt of the signed acceptance form and the payment.

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 (applicable to 1st time request/change only), that the start date be moved to the next entry date. For subsequent request/change, there will be a service charge of \$100. If KIC is notified after 7 days from 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. Special considerations may be granted to resume the course if adequate evidence exists to support compassionate and compelling circumstances. 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 time.

ORIENTATION

Orientation is a compulsory programme for all new students. Students who fail to turn up for Orientation as scheduled without an acceptable reason will be marked absent on the course attendance and may be barred from entry to classes.



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 Academic Manager.

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 credits 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. There is no cash refund for credit transfer request after student commences the course. 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.

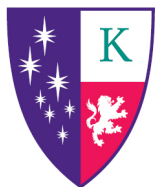
An overseas student that has a complaint should first approach a training staff member or the Director of Admin and explain their complaint. The student's complaint if not satisfactorily resolved, can be appealed and will be reported to the next KIC management meeting or dealt with within 10 days of lodgement. 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 access the Department of Education Services (DES), International Education Conciliator, and International Education Conciliation Service (IECS) that provides independent service to help find an appropriate solution. They can also 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 KIC will arrange the overseas student health cover through NIB.



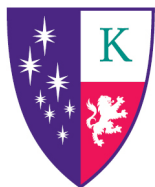
If student requests OSHC coverage, he/she needs to pay for the health cover in full. For further information, refer to <http://www.nib.com.au/overseas-students>. All students who become new NIB OSHC member **MUST** register their details with NIB OSHC in order to have their membership card posted to them. Students who have renewed their NIB OSHC are not required to register/activate their policy online as the new membership card will automatically be posted to them. Therefore, it is important that students keep their contact details up-to-date (postal address, email & mobile) with NIB OSHC. This can be done via online services on the NIB OSHC website <http://www.nib.com.au/overseas-students> or by calling 131642.

TRANSFER POLICY

1. KIC 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.

ADDITIONAL INFORMATION TO NOTE

1. Payment Deadline: All course fee (or initial instalment) 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 instalments must pay each instalment as per the dates shown on their instalment plan.
2. Visa Information: In accordance with government regulations, visa application forms (Confirmation of Enrolment) may not be issued by KIC until full payment has been received or after payment of the commitment fee as per Letter of Offer.
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. 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.
7. Program Fees: KIC reserves the right to vary fees at any time. Payment must be made in Australian currency, payable to KIC.
8. Course Changes: KIC reserves the right to change course start dates, course curriculum, and programmes, at any time.
9. 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.
10. 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.
11. 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 fulfil any services to which they are contractually bound because of labour disputes or other reasons which are beyond their control.
12. 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.
13. Additional Services: Transfers, travel, laundry, telephone costs, excursions, and 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.***