

# Terms and Conditions

## APPLICATION PROCESS

**1. Application:** Please send the signed enrolment form on page 71 to your Kaplan representative with the enrolment fee and, if applicable, the courier fee. Students over 18 must sign the enrolment form to say that they have read and agree with these terms and conditions. The parents of students under 18 must read and also sign the enrolment form on their behalf. Your privacy is important to us. Please note that by submitting your personal data to us, you are accepting the terms described in our privacy policy, which can be found at: [www.kaplaninternational.com/privacy/](http://www.kaplaninternational.com/privacy/)

Please note that different terms and conditions apply to our Live Online courses and these can be found at [www.kaplaninternational.com/liveonline](http://www.kaplaninternational.com/liveonline)

**2. Payment deadline:** All course fees must be paid in full no later than 30 days before the course starts. If a booking is made less than 30 days before the course starts, the fees are immediately payable. If payment in full has not been received, you will not be allowed to start your course.

**3. Visa information:** It is the responsibility of the student to arrange all applicable travel permits or visas and to have a valid passport and leave to remain for the whole period of study. The student may be asked to make payment in full prior to the issuing of any of the visa documentation referred to below:

**UK:** If your application is successful, we will provide a Confirmation of Acceptance of Studies (Tier 4 GSV and CSV applicants only). Tier 4 applicants must take a Secure English Language Test (SELT) to establish their level of English before they apply for their visa. Students whose level of English is lower than intermediate should use the Student Visitor route SVV or ESVV. See the following website for further details: [www.ukba.homeoffice.gov.uk/studyingintheuk/](http://www.ukba.homeoffice.gov.uk/studyingintheuk/)

**Ireland/Canada:** We will provide you with an invitation letter to assist you with your visa application.

**USA:** Once we have received your application, we will send a Proof of Funds form, which must be completed in order for Kaplan to issue you a Certificate of Eligibility (Form I-20), which is required in order to apply for a student visa at the US Consulate.

**Australia:** Visa application forms (Confirmation of Enrolment) may not be issued by the school until full payment has been received and the enrolment agreement has been signed and returned. The enrolment agreement includes reference to the pre-departure and grievance procedures information and can be found on our website: [www.kaplaninternational.com](http://www.kaplaninternational.com)

**New Zealand:** In accordance with government regulations, visa support (Fees Receipt) is only issued by Kaplan when full payment has been received. Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service and can be viewed on their website at: <http://www.immigration.govt.nz>

**4. Courier fees:** If you enrol on a course in the USA less than 30 days before the course start date, a courier fee of USD50 will be charged to cover the expedition of visa documentation. If you enrol more than 30 days before the course start date, documentation will be sent by normal postal service, unless you request and pay for the courier service. In all other countries, a courier service is available on request at: GBP35, EUR55, CAD75, AUD75, NZD85.

**5. Travel and medical insurance:** Travel and medical insurance is compulsory at all Kaplan schools for the duration of your stay regardless of your course length or course/visa type. Kaplan can recommend a travel and medical insurance plan. Details of what this covers are available from your Kaplan representative. You are responsible for the belongings which you bring with you to Kaplan schools or accommodation and for taking out insurance for your own possessions. You are required to show proof of medical insurance at the school when you arrive. You will not be allowed to commence a course until you have obtained satisfactory medical insurance.

**Australia:** The Australian government requires all students on Student Visas to join the Overseas Student Health Cover (OSHC) scheme, a health insurance plan for overseas students in Australia. Payment of AUD 40/month for compulsory OSHC for the duration of the student's visa must be made before a visa can be issued.

**New Zealand:** Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health and can be viewed on their website at <http://www.moh.govt.nz>. In addition, The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC

website at <http://www.acc.co.nz>. Please note that Kaplan's recommended travel and medical insurance must be booked for a minimum of 4 weeks.

**6. Health declaration:** Students must report on their application any mental or physical illness, allergy, disability or condition that may interfere with their ability to successfully complete their programme, that may impact the health and well-being of any other student, host or staff member, that may require monitoring, treatment or emergency intervention of any kind during the student's anticipated period of enrolment, or that may require special accommodations. Kaplan reserves the right to reject an applicant or terminate a student's enrolment in the programme if the student's continued participation represents a risk to their health and safety or to the health and safety of other students or staff, or if, notwithstanding reasonable accommodations, in the opinion of Kaplan, the student's physical or mental condition makes the student unable or unlikely to successfully complete their programme. Refunds in such circumstances are at the discretion of Kaplan.

**USA:** Some schools located on university campuses require students to provide a Health Declaration and Immunization form.

**7. Tuition fees:** Tuition fees include lessons, orientation meeting, use of computer room and internet, placement and progress testing and a Kaplan certificate on completion of the course. Kaplan reserves the right to withhold the granting of a certificate attained by a student if tuition fees or any other fees remain outstanding, or other conditions are not met.

**8. Additional services:** Any additional services (transfers, travel, laundry, telephone costs, excursions, medical costs, special diet, exam fees, change of accommodation and enrolment amendments) are not included in any fees unless specifically stated on a valid invoice.

**9. Twin accommodation:** At Kaplan's discretion, students may be required to book single room accommodation instead of twin room accommodation.

**10. Under 18 year olds:** Kaplan delivers adult courses (except for programmes advertised as being for juniors or young learners). Therefore, students aged 16 and 17 are advised that they will be attending classes with students aged 18 and over. Under 18 year olds may be required to pay a guardian fee, provide custodianship documents, live in Kaplan-approved accommodation, book Kaplan's airport transfer service (these are compulsory in Australia and New Zealand) and purchase Kaplan medical insurance. All students under 18 must provide a signed Minor Authorisation form prior to arrival, and for Canada they must also provide a signed Health Declaration and excursion waiver form.

**UK/Ireland:** The British and Irish governments require all students under 18 to submit a Waiver form and an Authorisation of Emergency Medical Treatment form which will be provided at the time of booking.

## TERMS AND CONDITIONS

**1. Rules and regulations:** Students' arrangements with Kaplan are governed by the law of the country where the particular school attended is located.

**2. Arrivals and departures:** All accommodation is booked from the Saturday or Sunday before the course start date until the Saturday morning after the course end date, unless otherwise advised. A partial week may be counted as 1 week's accommodation. Students arriving between 22:30 – 6:00 may be asked to book alternative accommodation in a hotel on their first night due to late/early arrival at accommodation.

**3. Late arrivals, vacations and absences:** If you begin your enrolment late or are absent during your course, no refund will be made for the time missed. Periods of absence cannot be made up with a free extension of the course. Vacation dates are pre-built into the Academic Year and Academic Semester programmes and students cannot make changes to these dates. Breaks taken at other times will be marked as periods of absence. For other courses, granting of any session breaks after the course has started will be at the discretion of individual schools and may incur a change fee or be marked as a period of absence.

**4. Meals and classes missed:** No refunds or substitutions will be made for meals or classes missed due to exams, excursions, internships, first day orientation or other obligations that fall outside the normal schedule.

**5. Public holidays:** Classes are normally not held and most school facilities are closed on public holidays. All published course start dates fall on a Monday. If the Monday is a public holiday, the start date will fall on a Tuesday. Compensation will not be made for classes not offered on public holidays.

**6. Campus facilities:** Students attending a Kaplan school at a university or college campus location are advised that campus facilities may not be available during campus holidays. Further details are available from the Kaplan booking office.

**7. Change fees:** A minimum of 4 weeks' notice is required for any change. If you request a change of school location, course dates, accommodation or programme type after your course has started, you will be charged a change fee of GBP60, EUR85, USD100, CAD100, AUD75, NZD75 which is payable at the time the request is made. Kaplan is not obliged to fulfill any change request. Academic Year or Academic Semester students cannot transfer to a different Kaplan school during term time. If changing to a location where fees are lower, the difference in fees will not be refunded. If changing to a more expensive location or programme, the difference in fees will be charged. All changes are subject to Kaplan's discretion and require approval of the Programme Director. You will not be charged a change fee if you extend your course, but late homestay extensions in Canada may require a re-placement fee of CAD100. It is the responsibility of the student to pay for any course or accommodation extensions. Any change of tuition resulting in a reduction in lessons will be treated as a termination of the existing booking and rebooking, and will thus be subject to the standard terms & conditions governing terminations (see 'Termination Policy').

**8. Duration of lessons:** All English lessons are 45 minutes in duration unless otherwise stated. Courses run from Monday to Friday and lessons are scheduled in the morning or the afternoon. Further details are available from the Kaplan booking office.

**9. Substitution policy:** If, after the placement test taken on arrival at the school, a student is found to be at a level which is not appropriate for their booked course, the school reserves the right to place the student in an appropriate level class, which may have fewer lessons and a different curriculum. Students who do not have the ability to follow any course on offer may be required to terminate their studies with Kaplan. We also reserve the right to cancel courses at short notice due to insufficient demand.

**10. Programme changes:** Kaplan has the right to change course dates, course curricula, tutors, locations and programmes at any time at its discretion. However, in cases where the course is rescheduled prior to the start of the first course and the new date is unacceptable to the student, all fees will be refunded.

**11. Prices:** Kaplan has the right to change prices due to tax increases, governmental actions or other events beyond Kaplan's control. Prices are valid for courses starting in 2012.

**12. Books and learning materials:** All books and learning materials will be made available to students during their course. A book deposit (GBP25, EUR35, USD40) may be charged at the beginning of the course. This will be refunded at the end of the course, if the books are returned in good condition. Some specialised courses may require the purchase of books. In Canada, New Zealand and Australia a materials fee is charged to students to cover the cost of such items.

**13. Residential housing deposit:** A refundable housing deposit of up to GBP250, EUR200, USD500, CAD600, NZD250-500 or AUD250 may be charged on arrival to students taking residential accommodation in the UK, Ireland, USA, Canada, New Zealand and Australia. The deposit is returned unless there is damage, loss or extra cleaning to be paid for on the student's departure. In some cases the deposit may be non-refundable if the booking is cancelled.

**14. Expulsion/Suspension:** Any student who commits a criminal offence, violates the student conduct code or school policy, has, in Kaplan's opinion, a poor attendance record (whether or not such attendance is in breach of any visa attendance requirements) or fails to pay an amount he or she is directly or indirectly liable to pay Kaplan in order to undertake the course, may be expelled or suspended. No refund will be given and the immigration authorities will be informed. (Western Australia: no refund for first 20 weeks of course, refund of 40% for subsequent 20 weeks and full refund thereafter.)

**Student Code of Conduct:** You agree to abide by the student conduct rules and other policies while attending Kaplan. As part of Kaplan's commitment to our students' success, we seek to provide an optimal learning environment and expect students to conduct themselves in a manner that is considerate of those around them. Inappropriate conduct includes but is not limited to: (1) disruptions to the learning environment (i.e. use of profanity, harassment, mobile phone use in classrooms, etc); (2) deliberate destruction, misuse, or theft of Kaplan property or the property of fellow classmates; (3) violence or threats of violence towards persons or property of students or Kaplan staff; (4) improper use of email or Internet access; and (5) failure to comply with local copyright or criminal laws forbidding the misappropriation, copying or alteration of copyright-protected materials.

**15. Liability:** The liability of Kaplan, its group companies, their directors, officers, employees, affiliates, agents and partners with respect to losses arising from negligence (except where such liability cannot be excluded as a matter of law), breach

of contract or otherwise will be limited in all circumstances to the full amount paid to Kaplan or the relevant Kaplan group company by the relevant student for the particular programme. Such companies and persons will in no circumstances have any liability for indirect or consequential losses or damages.

**16. Force majeure:** Kaplan will not be liable in cases where Kaplan is unable to fulfil any services to which they are contractually bound because of fire, natural disaster, act of government, failure of suppliers or subcontractors, labour disputes or other reasons which are beyond Kaplan's control.

**17. Codes of practice:** Kaplan has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the New Zealand Minister of Education and by the Australian National Code of Practice 2007 and the Educational Services for Overseas Students Act 2000 (ESOS Act 2000). Information on these Codes is available on request from Kaplan or from [www.minedu.govt.nz](http://www.minedu.govt.nz) and [www.aei.gov.au/AEI/ESOS](http://www.aei.gov.au/AEI/ESOS)

**18. Australia:** Aspect Education Sydney Pty Ltd, WELS (Australia) Pty Ltd, Aspect ILA Perth Pty Ltd, Access Learning Institutes Pty Ltd and Kaplan Aspect Cairns Pty Ltd are trading as and referred to as Kaplan International College Sydney City, Kaplan International College Sydney Manly, Kaplan International College Perth, Kaplan International College Brisbane and Kaplan International College Cairns. Agreement to the Kaplan Terms and Conditions does not remove the student's right to take further action under Australia's consumer protection laws, or their right to pursue other legal remedies under Australian law. All additional information and documents can be found on the Kaplan website: [www.kaplaninternational.com](http://www.kaplaninternational.com)

**19. Student Visa Australia/UK/USA/New Zealand:** Student visa holders are required to provide Kaplan with a current residential address and telephone number at all times, maintain satisfactory academic progress and attend a minimum of 80% of their course (in Australia/USA/New Zealand; 85% in New York). In the UK if ten contact days are missed the student will be outside the terms of their visa and will be reported to the UK Border Agency. Students who fail to show up for their enrolment or with less than 80% attendance (in Australia/USA/New Zealand; 85% in New York) or who miss ten days (UK) will be reported to the Department of Immigration and Citizenship (DIAC) in Australia, The Border Agency in the UK, Department of Homeland Security (DHS) in the USA or to New Zealand Immigration Services. Information collected by Kaplan which personally identifies a student and information regarding a student's course progress may be shared with the Australian State and Federal or British government, designated authorities, the Tuition Assurance Scheme (Australia), students' parents, Kaplan staff and representatives and the ESOS Assurance Fund Manager (Australia). This information may include personal and contact details, course enrolment details and changes, and circumstances of any suspected breach by the student of any visa condition. Any school-aged 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.

#### REFUND POLICY

Refunds will be made via the Kaplan representative to whom the fees were originally paid, or to the student's bank account in the same country in which the fees were originally paid. All refunds will be made within 45 days of written notification. In the event of Kaplan cancelling or terminating a course, a full refund of all unused fees will be made.

**Australia:** Refunds will be paid within 14 working days of written notification. In accordance with sections 27-31 of ESOS Act 2000, providing the student has not withdrawn before the default day, Kaplan will pay a full refund to the student within 14 days if the course being offered does not commence on the agreed starting day; or the course stops being provided at any time after it starts and before it is completed; or the course is not provided in full to the student because a sanction has been imposed on the college. This agreement, and the availability of complaints and appeals process, does not remove the right of the student to take action under Australia's customer protection laws.

**Canada:** A refund will be made less all nonrefundable service charges (airport transfer, courier fees, enrolment fees, medical insurance, accommodation placement fee, administrative fee, etc.) and a CAD100 change fee.

#### CANCELLATION/POSTPONEMENT POLICY

'Cancellation' means cancelling a course before the start date of the first course you are attending. Except as provided below for US, New Zealand and the UK, in all other cases where cancellations are made in writing 7 days or more before the arrival date listed on the booking confirmation form, or on written notification of a visa rejection and receipt of relevant supporting documentation, 100% of the tuition and accommodation fees will be refunded, but in all cases, the courier fee, accommodation placement fee (if utilised), enrolment fee (refundable in New Zealand) and any other service charges are nonrefundable. For cancellations and postponements made less than 7 days before the arrival date listed on the booking confirmation form including failure to show up, tuition and accommodation fees will be refunded less one week's accommodation fee (two weeks'

accommodation fee for hostels and apartments in Australia) and a tuition fee of EUR150, USD200, CAD200, AUD240. In all cases, the courier fee, enrolment fee, accommodation placement fee, medical insurance and any other service charges are nonrefundable. In all cases where a visa or visa support documentation has been issued, the relevant immigration authorities will be informed.

**US:** 'Cancellation' refers to the period up to the start date of the first course you are attending. Cancellations must be made in writing and in these cases, providing the student never attends, 100% of the tuition and accommodation fees will be refunded, less any actual housing costs incurred; in all cases, the courier fee, accommodation placement fee (if utilised), enrolment fee and any other service charges (eg. Airport transfer fee, medical insurance, campus fee, etc) are non-refundable up to a maximum charge of USD \$500. Cancellations made prior to the course start date but after arrival in the US on a Kaplan-issued Form I-20, will result in forfeiture of tuition, and any associated accommodation fees, equal to the first 4 weeks for courses between 1-11 weeks and the first 6 weeks for courses 12 weeks or longer.

**New Zealand:** Tuition (in accordance with the NZQA and Kaplan refund policy):

- Courses of 13 weeks or longer: cancellations or terminations made prior to or within the first 10 working days of the course will be refunded in full, less 25%. After the first 10 working days no refunds will be given.
- Courses of 5-12 weeks: cancellations or terminations made prior to or within the first 5 days of the course will be refunded in full, less 25%. After the first 5 days no refunds will be given.
- Courses of under 5 weeks: cancellations or terminations made prior to or within the first 2 days of the course will be refunded in full, less 50%. After the first 2 days no refunds will be given.

Students who withdraw before the course commences will also be subject to the above criteria.

**UK:** Visa students: once a CAS number has been issued confirming full time status, no refunds or course cancellations are permissible other than in the instance of visa refusal and subject to meeting the following criteria: the amounts paid will be refunded, less an administration charge of GBP £150 (inc. VAT) (plus any courier and transfer charges) on production of the following documents: (1) an agent certified copy of the visa refusal letter (GV51), (2) an agent certified copy of the student's passport showing both a photograph and signature; (3) where the payor was not the student, an original authority letter from the student authorising the repayment to the payor and (4) where the student is already in the UK, evidence satisfactory to Kaplan that the student has left the UK. Refunds will only be made under this paragraph if requested in writing with the necessary supporting documents within four weeks after the commencement of the course (published date). In circumstances where an application is refused by UKBA on the grounds of fraudulent documentation or other irregularities, no refunds will be granted in respect of monies paid. Where students are studying on a Student Visitor Visa or a Child Visitor Visa, no refund will be given where the cancellation is received less than 7 days before the programme commencement date. For cancellations which are received 7 days or more before the programme commencement date, 100% of the tuition and accommodation fees will be refunded, but the courier fee, accommodation placement fee and any other service charges will be nonrefundable.

#### TERMINATION POLICY

'Termination' means stopping or leaving all or part of the course or courses booked, including extensions, once the first course has started. When determining the number of weeks completed, a partial week will be counted as a whole week, provided the student was present at least one day during the scheduled week. Used weeks of discounted tuition and accommodation packages will be charged at the full brochure weekly rate when any refund is calculated. In all cases additional service charges (eg. airport transfers, courier fees, enrolment fees, medical insurance, accommodation placement fee, etc.) are non-refundable and written notification of termination must be given to the school Principal or Director. Students who terminate their programme may not be eligible to receive a Kaplan certificate.

#### Tuition

**Tuition:** UK, Ireland, and Australia: No refunds will be made for tuition. Tuition fees are non-transferable to other students.

**Tuition:** Canada: Students wishing to terminate must give 4 weeks' notice to the School Director. The refund will be calculated as below according to the percentage of the course completed including the notice period:

- after up to 10% of the programme has been completed: 50% refund of unused tuition fees
- after 11-29% of the programme has been completed: 30% refund of unused tuition fees
- after 30% or more of the programme has completed: 0% refund of unused tuition fees

**Tuition:** USA: For all English programme terminations, students must give written notification to the School Director to avoid tuition penalty. In all cases, the first 4 weeks of tuition shall be forfeited.

Subsequent to the notification requirement, the following conditions apply:

For all English courses between 1-19 weeks courses, the first 4 weeks shall be forfeited and refunds will be calculated as follows for terminations made:

- during the first week: 75% of the remaining unused tuition fees
- during the second week: 50% of the remaining unused tuition fees
- during the third week: 25% of the remaining unused tuition fees
- during or after the fourth week: no refund

For Academic Semester, Academic Year and all English courses of 20 weeks or more, the first 4 weeks shall be forfeited and refunds will be calculated as follows for terminations made:

- during the first week and up to halfway through the course: 90% of the unused tuition
- after 50% of the course has been completed: no refund

For all Test Preparation courses, including GRE®, GMAT®, CAE, and TAE, refunds will be calculated, as follows for terminations made:

- after 1 training session\* but before 2 training sessions\*, 75% of tuition paid (less shipping fee)
- after 2 training sessions\* but before 3 training sessions\*, 50% of tuition paid (less shipping fee)
- after completing 3 training sessions\*, no refund

\*Due to the wide selection of Kaplan training resources offered, a training session is defined as any of the following: 1) one class (teaching session or proctored exam); 2) one visit to the in-centre training library; 3) use of online training resources (workshops, quizzes etc); 4) one tutoring or consulting session; 5) use of the home-study materials.

**Tuition:** New Zealand: The same conditions apply on termination as to cancellations. See cancellation policy above.

In all cases where a student terminates his or her studies the relevant immigration authorities will be informed.

#### Accommodation

**Accommodation:** UK, Ireland, USA, Canada, Australia, New Zealand: Students must give 4 weeks' notice (or 8 weeks' notice for discounted accommodation packages) in writing to the School Director/Principal. A refund will be made of the unused accommodation fee less the applicable notice period and the applicable change fee. For terminations made after 50% of the booking has been completed, no refund will be given, except in Canada, New Zealand and Australia.

#### PARTNER SCHOOL

Special conditions apply to our Partner School in Malta: Cancellations must be made at least 14 days before the first course start date for a full refund of accommodation and tuition fees. For late cancellations made less than 14 days before the course start date, a refund will be made less one week's accommodation and tuition fees. No fees will be refunded if a programme is terminated after the start date of the course.

#### GENERAL

These Terms and Conditions may differ according to any changes in the policy made by the accrediting body or government where the school is located. You will be notified at the time of booking of any such amendments. Any dispute, claim or other matter arising will be subject to the current laws in the destination country. In these Terms and Conditions, Kaplan refers to all Kaplan International group schools including Kaplan International Colleges, Kaplan International Centers and Kaplan PLI.