

## APPLICATION PROCESS

### 1\_ APPLICATION:

Please send the signed application form to your Kaplan representative with the application fee and, if applicable, the courier fee. Students 18 and over (19 and over for students attending our Vancouver location) must sign the application form to say that they have read and agree with these terms and conditions. The parents or legal guardian of students under 18 (under 19 for students attending our Vancouver location) must read and also sign the application form on their behalf.

#### Contract Formation:

By signing and returning the application form the student is agreeing to enter into a binding contract with Kaplan. On Kaplan receiving the completed and signed application form and application fee, if the student's course and accommodation are available, Kaplan will produce a booking confirmation. Once this booking confirmation has been issued, a legally binding contract based on these terms and conditions will be formed between the student and Kaplan subject to the student meeting all immigration requirements.

Your privacy is important to us. Please note that upon entering into a contract with 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) and for Australia [www.kaplan.edu.au/privacy-policy](http://www.kaplan.edu.au/privacy-policy).

#### • USA:

Students enrolling in a California location only: A student's Booking Confirmation is an invitation to enroll and the student's place on the program is reserved. Enrollment will occur upon your arrival to the California campus after the review of important information and the signing of an enrollment agreement. As a prospective student, you are encouraged to review our catalogue prior to signing an enrollment agreement. You are also encouraged to review the School Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement. A link to these documents may be found at: [www.kaplaninternational.com/privacy#toc-california-state-disclosures38](http://www.kaplaninternational.com/privacy#toc-california-state-disclosures38). Please note that by submitting an application to us for study, you are accepting the terms in our privacy policy which can be found at: [www.kaplaninternational.com/privacy](http://www.kaplaninternational.com/privacy).

#### • AUSTRALIA:

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

#### • NEW ZEALAND:

Kaplan may be required to disclose personal information (including name, date of birth and residency) to the National Student Index, administered by the New Zealand Ministry of Education.

### 2\_ PAYMENT DEADLINE:

All course fees must be paid in full (unless otherwise notified) 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.

#### • USA:

In the USA, a period of enrollment may not exceed 52 weeks at any one time. The minimum length of enrollment is 2 weeks and the maximum length of enrollment may not exceed 36 months.

#### • CANADA:

In Vancouver, if your enrollment duration is more than 26 weeks (6 months), 50% of tuition fees must be paid no later than 30 days before the program starts and the remaining balance must be paid no later than once 50% of the program has been completed. Contact your Kaplan representative for more information. If the balance is not paid by the deadline, the student's course shall be terminated immediately. In Canada, the minimum length of enrollment is 2 weeks.

#### • AUSTRALIA:

For a course of 26 weeks or longer, you will be invoiced for the full fees, but you have the option of paying all of your tuition fees upfront or through a payment plan whereby 50% of tuition fees and 100% of all other fees must be paid in full no later than 30 days before the course starts, with the remainder of the tuition fees required two weeks before the start of the second study period of any individual course. This payment plan is not available for courses of less than 25 weeks, in which case you will be required to pay the full tuition fees no later than 30 days before the course starts.

### 3\_ VISA INFORMATION:

Visa requirements are subject to change, and 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. For under 18 students, completed documentation from a parent or guardian may also be required before a student visa can be issued.

#### • UK:

If your application is successful, we will provide either an offer letter for a Short-term study Visa (6 or 11 months) or a Confirmation of Acceptance of Studies (Tier 4 GSV 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 (CEFR B1) must apply for the Short-term study route. See the following website for further details: [www.gov.uk/government/organisations/uk-visas-and-immigration](http://www.gov.uk/government/organisations/uk-visas-and-immigration).

#### • IRELAND:

We will provide you with an invitation letter to assist you with your visa application.

#### • USA:

Our schools are authorized under Federal law to enrol non-immigrant students. After your application is received, Kaplan will request proof of funds verifying ability to pay for the entire enrollment in the US, which is required for Form I-20 Certificate of Eligibility issuance.

#### • CANADA:

Our schools have Designated Learning Institution (DLI) status with Immigration, Refugees and Citizenship Canada (IRCC). We will provide you with an invitation letter to assist you with your visa application, if applicable.

#### • AUSTRALIA:

Visa application form (Confirmation of Enrollment) may not be issued by the school until all required payments have been received and the enrollment agreement has been signed and returned. The enrollment 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: [www.immigration.govt.nz](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 USD75 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, CAD80, AUD85, NZD85.

#### 5\_ TRAVEL AND MEDICAL INSURANCE:

Travel and medical insurance is mandatory in most Kaplan school destinations for the duration of your stay regardless of your course length or course/visa type. Kaplan has worked in partnership with a number of partners to create a tailored 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. All non-EU students studying in Ireland will also have to register with GNIB within 30 days of arrival.

##### • AUSTRALIA:

The Australian government requires all students on Student Visas to obtain Overseas Student Health Cover (OSHC), a compulsory health insurance plan for overseas students in Australia. This must be obtained before you apply for a Student Visa, and you can either obtain this independently or through Kaplan. OSHC must cover the whole duration of your Student Visa, and must start at least one week before the start date of your course. Additional fees will be charged if you arrive in Australia earlier, in order to cover insurance for the full visa period.

##### • 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 [www.moh.govt.nz](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 [www.acc.co.nz](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 may report on their application form any mental or physical illness, allergy, disability or condition that may interfere with their ability to successfully complete their program, 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 enrollment, or that may require special accommodation. Kaplan reserves the right to reject an applicant or terminate a student's enrollment in the program 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 program. Refunds in such circumstances are at the discretion of Kaplan.

##### • USA:

Some schools require students to provide a Health Declaration and Immunization form in advance of arrival due to campus or state requirements. You will be informed in such cases.

#### 7\_ TUITION FEES:

Tuition fees include lessons, orientation meeting, use of computer room and internet at school, 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 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 enrollment 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 programs 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 both ways (these are compulsory in Australia and New Zealand), and purchase a medical insurance policy. Please note that under 18 year olds cannot study General or General English in Australia and New Zealand. All students under 18 (under 19 for students attending our Vancouver location) must provide a signed Minor Authorisation form prior to arrival, and in Canada, students may need to provide a notarized Custodianship Declaration.

##### • UK AND 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. All students under 18 must have travel and medical insurance in place for the duration of their course. You are required to show proof of medical insurance and all requested signed Under 18 documents at the school when you arrive. You will not be allowed to commence a course until you have obtained satisfactory medical insurance.

## TERMS & CONDITIONS

#### 1\_ RULES AND REGULATIONS:

Students' arrangements with Kaplan are governed by the law of the country (or state/province) 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 - 06:00 may be asked to book alternative accommodation in a hotel on their first night due to late/early arrival at accommodation, or be charged an extra night of accommodation.

##### • AUSTRALIA & NEW ZEALAND:

Students must arrive no later than 2 hours after their advised arrival time, otherwise a no-show fee will be charged. The no-show fee will be added to transfer fees for Auckland.

#### 3\_ LATE ARRIVALS, VACATIONS AND ABSENCES:

If you begin your enrollment late or are absent during your course, we will make every effort to ensure you are able to complete the full period of enrollment but this cannot always be guaranteed and no refund will be made for the time missed. Periods of absence cannot be made up with a free extension of the course unless the leave of absence has been authorized by Kaplan. Session Break dates are pre-built into the Academic Year and Academic Semester programs and students cannot make changes to these dates. Unapproved 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, according to visa regulations, and may incur a change fee or be marked as a period of absence depending on location. In the UK, Students are entitled to 1 week's holiday for every 10 weeks that they study. For approved absences in the USA or Canada (e.g. Leave of Absence or Session Break) after you have started your course, the unused tuition weeks will be added to the end of the course.

#### 4\_ MEALS AND CLASSES MISSED:

No refunds or substitutions will be made for meals or classes missed due to exams, excursions, internships (if applicable), 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. A list of public holidays can be found on page 42.

#### 6\_ CAMPUS FACILITIES:

Students attending a Kaplan school at a university or college campus location are advised that campus facilities (e.g. gym, cafeteria) 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 except in Australia and New Zealand. Australia requires a minimum of 2 weeks' notice. New Zealand requires a minimum of 1 weeks' notice. If you request a change of school location, course dates, accommodation or program type after your course has started, you will be charged a change fee of GBP65, EUR90, USD100, CAD100, AUD75, NZD75, which is payable at the time the request is made (excluding termination or cancellation in the USA and Canada which is dealt with under the applicable part of the relevant Cancellation and Termination clauses below). In the USA and Canada, change fees only apply to accommodation changes. 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 (or changing program) where fees are lower, the difference in fees will not be refunded. If changing to a more expensive location or program, the difference in fees will be charged. All changes are subject to Kaplan's discretion and require approval of the School Principal / Director. You will not be charged a change fee if you extend your course, but late homestay extensions may require a re-placement fee. 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), except in the USA and Canada.

#### 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. Kaplan cannot guarantee a specific timetable. Please note that only selected schools in Australia offer evening courses.

#### 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\_ PROGRAM CHANGES:

Kaplan has the right to change accommodation options, course dates, course curricula, tutors, locations and programs 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 may change prices due to tax increases, governmental actions, other events beyond Kaplan's control or circumstances that may affect the operations of the business. Prices are valid for courses starting in 2019.

#### 12\_ BOOKS AND LEARNING MATERIALS:

All books and learning materials will be made available to students during their course. Some specialized 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 learning items. In Vancouver, other avenues to access required materials may be available such as purchasing from an alternative source (if possible). Students will need to show proof they have procured the materials in these cases in order for the materials fee to be waived.

#### 13\_ RESIDENTIAL HOUSING DEPOSIT:

A refundable housing deposit of approximately GBP250, EUR350, USD500, CAD600, NZD300-1000 or AUD250-900 may be charged on arrival to students taking residential accommodation in the UK, Ireland, USA, Canada, New Zealand and Australia. Please note, deposit fees vary by school location; students will be informed at the time of booking should additional fees apply. 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. Additional fees may also apply in some locations (e.g. utilities, cleaning, and linen).

#### 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 (e.g. less than 80%, whether or not such attendance is in breach of any visa attendance requirements), is absent for 14 consecutive days without notification (USA and Canada), 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 (except for students attending our USA and Canada locations, see below) and the immigration authorities will be informed. In the USA and Canada, the student will be provided with written notice of expulsion, with a maximum of 7 calendar days to provide documentation to support reversal of the decision, if appropriate. Any refund, if applicable, will be based on the last date of attendance and will be calculated according to our termination refund policies below.

Vancouver only: If a student is expelled before 10% of the instructional hours have been provided, 70% of the remaining tuition will be refunded. If a student is expelled after 10% but before 30% of the instructional hours have been provided, 50% of the remaining tuition will be refunded. If a student is expelled after 30% of the instructional hours have been provided, there will be no refund.

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 program. 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\_ CODE OF PRACTICE:

Kaplan schools in Australia and New Zealand, have 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 Code to National Code of Practice for Providers of Education and Training to International Students 2018. Information on these Codes is available on request from Kaplan or from [www.nzqa.govt.nz/providers-partners/education-code-of-practice](http://www.nzqa.govt.nz/providers-partners/education-code-of-practice) and [www.legislation.gov.au/Details/F2017L01182](http://www.legislation.gov.au/Details/F2017L01182).

## 18\_ PHOTOGRAPHY, FILMING AND SOUND RECORDING:

Kaplan or its representatives may arrange to photograph or shoot video footage of students for promotional purposes, both printed and online. Any student who does not wish to participate should advise us at the time of booking and state at the time of the photographing or video shooting the wish not to participate. By accepting these terms and conditions the student (and their parent/ guardian if under 18 (19 in respect of Vancouver only) gives consent to the use of these photographs or video footage without further consent or notification.

## 19\_ AUSTRALIA:

Legal Entities and CRICOS codes Australia: Kaplan International (Brisbane) Pty Limited, ABN 81 097 629 073, CRICOS 02369F; Kaplan International (Melbourne & Adelaide) Pty Limited, ABN 90 129 017 385, CRICOS 03008A; Kaplan International (Perth) Pty Limited, ABN 76 079 200 212, CRICOS 01784K; Kaplan International English (Australia) Pty Limited, ABN 31 003 631 043, CRICOS 01165D; Kaplan International (Manly) Pty Limited, ABN 93 098 348 844, CRICOS 02362B.

## 20\_ STUDENT VISA:

Student visa holders are required to provide Kaplan with a current residential address, mobile number (if any) and email address (if any), and advise Kaplan of any changes to those details within 7 days of the change. In the UK if you are studying on a Tier 4 visa and ten contact days are missed the student will be outside the terms of their visa and will be reported to the UK Visas and Immigration. Students who fail to show up for their enrollment or with less than 80% attendance (in Australia/USA/Canada/New Zealand), 85% (in Ireland) or who miss ten days (UK) may be reported to the Department of Home Affairs (DHA) in Australia, UK Visas & Immigration in the UK, the Department of Homeland Security (DHS) in the USA, Immigration, Refugees and Citizenship Canada (IRCC) in Canada, Immigration New Zealand or to the Irish Naturalisation and Immigration Service in Ireland. Regardless of immigration status, 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, the Department of Homeland Security, state and accrediting agencies (USA), Immigration, Refugees and Citizenship Canada, provincial and accrediting agencies (Canada), designated authorities, the Tuition Protection Service (Australia), the Irish Naturalisation and Immigration Service (Ireland), students' parents, Kaplan staff and third-party representatives (i.e. agents and/ or government sponsors) and law enforcement officials. This information may include personal and contact details, course enrollment 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.

## 21\_ LANGUAGE OF INSTRUCTION:

All language of instruction shall be in English.

## 22\_ GUARANTEED PROGRESS

Guaranteed progress is available for Intensive English bookings of more than (and including) 10 weeks and includes Intensive Academic Year, Intensive Academic Semester programmes. It is not available on Intensive Business English, any exam preparation courses or to any student who is assessed as being at an advanced level on arrival. It is available at all KIE locations in the US, Canada, UK and Ireland only. Australia and New Zealand based locations are excluded from this offer. Students who fail to achieve their predicted level (as assessed on arrival) by the end of their enrolled course may be given free tuition for an additional 4 weeks. To qualify, students must have a minimum of 95% attendance, complete all homework assignments, not display any behavioural issues (including, but not limited to, the use of mobile phones in class), or conduct themselves in any other manner that would negatively impact on the learning process. The student will be responsible for housing and flight changes necessary for the extension period. The extension weeks are conditional on the student possessing a valid visa and may only be taken at the end of the student's original course and may not be deferred. Students who do not progress and wish to receive the extra four weeks of tuition must contact their Director of Studies or Academic manager at least one week prior to departure.

# REFUND POLICY

## 1\_ REFUNDS WILL BE MADE ONLY TO:

- The original payer and
- The account from which payment was originally received to ensure compliance with US and international laws for the prevention of financial offences.

## 2\_ NON-REFUNDABLE FEES:

The following fees are non-refundable in respect of any bookings except bookings for study in the state of California: Application Fees, Courier Fees, Medical Insurance, Campus Fees, Accommodation Placement Fees, Program Supplement Fees and Materials Fees. Airport Transfer Fees are refundable in Australia and New Zealand if notification of cancellation is received within 2 working days of service.

California schools only: Only the following fees are non-refundable in respect of any bookings for any school in the state of California: Courier Fees, Medical Insurance, Airport Transfer Fees, Accommodation Placement Fees.

## 3\_ TERMS

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.

### • PLEASE NOTE:

Written notice is not required in the USA; in these cases, refunds shall be paid within 45 days of the Date of Determination

In Canada, refunds will be made within 30 days of written notification

In Australia, refunds will be paid within 14 working days of written notification. Students should contact their Kaplan representative for information about the process for applying for a refund.\*

\* For Australia, in accordance with the ESOS Act 2000, Kaplan will pay a refund of unspent tuition fees 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. Alternatively, students may be offered enrolment in an alternative course at no extra cost. Students have the right to choose whether they would prefer a refund of unspent tuition fees or to accept a place in another course. If they choose placement in another course, students will need to sign documentation to indicate their acceptance of the placement. In the unlikely event that Kaplan in Australia is unable to provide a refund or place a student in an alternative course, the Tuition Protection Service (TPS) will assist the student in finding an alternative course or to get a refund if a suitable alternative is not found. Further information concerning the TPS can be found at [www.tps.gov.au](http://www.tps.gov.au).

# POSTPONEMENT POLICY

Postponements will only be made on receipt of a valid written customer request. Bookings may be postponed a maximum of two times within one year of the original booking date. Bookings may only be postponed by up to 6 months at a time. You may be rebooked at the rates currently in effect at the time of rebooking. Only one tuition promotion may be used at any time; any previously expired promotions will no longer be valid at the time of postponement; a current promotion, valid at the time of postponement, may be applied. In Australia and New Zealand, accommodation and transfer fees may still apply in the event of a postponement.

## CANCELLATION POLICY

'Cancellation' means cancelling a course before the start date of the first course you are attending and for which attendance is required. Except as provided below for Canada (Vancouver school only), the USA, 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 and application fee (refundable in New Zealand only) and any other service charges, as applicable, are non-refundable. 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, GBP 100, USD200, CAD200, AUD260. In all cases, the courier fee, application fee, accommodation placement fee, medical insurance and any other service charges are non-refundable. In all cases where a visa or visa support documentation has been issued, the relevant immigration authorities will be informed.

Canada (Vancouver only): Cancellation and Postponement Policy: Postponements will only be made on receipt of a valid written customer request. Bookings may be postponed a maximum of two times within one year of the original booking date. Bookings may only be postponed by up to 6 months at a time. You may be rebooked at the rates currently in effect at the time of rebooking. Only one tuition promotion may be used at any time; any previously expired promotions will no longer be valid at the time of postponement; a current promotion, valid at the time of postponement, may be applied. 'Cancellation' means cancelling a course before the start date of the first course you are attending and for which attendance is required.

If written notice of cancellation is received within 7 days after enrollment (i.e. the date on the Letter of Acceptance or Booking Confirmation Form issued by Kaplan International) and before the arrival date listed on the Booking Confirmation Form, 100% of the tuition and accommodation fees will be refunded, but in all cases, the courier fee, accommodation placement fee (if utilized), application fee and any other service charges are non-refundable (up to a maximum of CAD250). Subject to the paragraph above, in all 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 and enrollment fee and any other service charges, as applicable, are non-refundable (up to a maximum of CAD1000). 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 and a tuition fee of CAD200. In all cases, the courier fee, application fee, accommodation placement fee, medical insurance and any other service charges are non-refundable (up to a maximum of CAD1300). In all cases where a visa or visa support documentation has been issued, the relevant immigration authorities will be informed. In the event of a postponement, you may be re-booked at the rates currently in effect at the time of re-booking.

### • USA:

'Cancellation' refers to the period up to the start date of the first course you are attending. Cancellations should (but are not required to) 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, application fee and any other service charges (e.g. medical insurance, campus fee, program supplement fee, etc.) are non-refundable up to a maximum charge of USD500. 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 (does not apply for California). Cancellations made prior to the course start date but after Change of Status has been approved by USCIS on 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 (does not apply for California).

California only:

The institution shall refund 100 percent of the amount paid for institutional charges less any actual, incurred costs for any of Courier Fees, Medical Insurance, Airport Transfer Fees, or Accommodation Placement Fees if notice that the student no longer wishes to study is made before signature of the Enrollment Agreement. The institution shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred fifty dollars (USD250) and any actual, incurred costs if notice of cancellation is made after signature of the Enrollment Agreement through attendance at the first class session, or the seventh class day after enrollment, whichever is later.

### • NEW ZEALAND:

Students who cancel their course before the course commences will be subject to the following refunds (in accordance with the NZQA and Kaplan refund policy):

- Courses of 3 months or longer: cancellations or terminations made prior to or within the first 10 working days of the course will be refunded in full, less a deduction for costs incurred by Kaplan, up to a maximum of 25% of the total fee paid. Kaplan will provide details of the cost components for the purpose of working out the maximum deductible percentage (as set out in section 235A(1)(a) and (b) of the Education Act and the Education (Refund Requirements for International Students) Notice 2012).
  - Courses of 5 weeks or longer but less than 3 months: cancellations or terminations made prior to or up to the end of the fifth day after the start of the course will be refunded in full, less a deduction of 25% of the total fee paid to Kaplan (as set out in section 235A(1)(c) and (d) of the Education Act).
  - Courses of 5 weeks or more but less than 3 months: Where a student withdraws within the first 5 days of the course for which attendance is required (i.e. Orientation), Kaplan may retain up to 25% of the full amount of any payments made by the student in respect of the course, and will refund the balance to the student.
  - Courses less than 5 weeks: cancellations or terminations made or prior to or up to the end of the second day after the start of the course will be refunded in full, less a deduction of 50% of the total fees paid to Kaplan, unless 2 days constitutes the full amount of tuition paid for by the student, in which case there be in no refund (as set out in section 235A(1)(c) and (d) of the Education Act).
- No tuition fees are refundable on course extensions.

### • UK AND IRELAND:

'Distance Contract' means a distance contract or an off-premises contract as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as amended from time to time). In the event of a Distance Contract, students for the UK or Ireland who are EU citizens shall have the right to cancel the legally binding contract formed in accordance with paragraph 1 of these terms and conditions if the student gives notice of cancellation to Kaplan within fourteen calendar day period beginning on the day on which the booking confirmation was issued by Kaplan. If a student exercises his or her right to cancel during this fourteen day period, he or she will receive a full refund of all amounts already paid by the student less any fees charged for services already performed by Kaplan. However, if the student has already commenced studying with Kaplan during the 14 day period, he or she must pay a reasonable charge calculated by Kaplan for the period of study undertaken. To exercise the right to cancel under the EU distance contract terms, the student must inform Kaplan at 2nd floor, Warwick Building, Kensington Village, Avonmore Road, London W14 8HQ, UK of the student's decision to cancel this agreement by a clear statement (e.g. by a letter sent by post, fax or e-mail). The student may use the model cancellation form found at [www.kaplaninternational.com/terms](http://www.kaplaninternational.com/terms), but it is not obligatory. The student can also electronically fill in and submit the model cancellation form or any other clear statement on the Kaplan website [www.kaplaninternational.com](http://www.kaplaninternational.com). If the student uses this option, Kaplan will communicate to the student an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.

### • 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 GBP150 (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 UKVI 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 Short-term study visa (6 or 11 months), Kaplan's standard Cancellation policy will apply.

## TERMINATION POLICY

'Termination' means stopping or leaving all or part of the course or courses booked, including extensions, once the first course has started. (In the USA and Canada, this applies to the current period of enrollment only). 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 (except for students attending our Vancouver location).

In all cases additional service charges (e.g. airport transfers, courier fees, application fees, medical insurance, accommodation placement fee, program supplement fee, etc.) are non-refundable and written notification of termination must be given to the School Principal/Director (written notice not required in the USA). Students who terminate their program may not be eligible to receive a Kaplan certificate and will not be allowed to stay in Kaplan accommodation.

### 1\_TUITION

#### • UK, IRELAND, AND AUSTRALIA:

No refunds will be made for tuition. Tuition fees are non-transferable to other students.

#### • CANADA:

Students wishing to terminate must give 4 weeks' written notice to the School Director (please note that this is not required for students attending our Vancouver location; in these cases, the notice of cancellation or termination (e.g. withdrawal or dismissal) is effective the date it is delivered). The refund will be calculated as below according to the percentage of the course ("weeks" for students attending our Toronto school and "instructional hours" for students attending our Vancouver school) completed including the notice period:

- If up to 10% of the program has been completed: 50% refund (70% for students attending our Vancouver location) of unused tuition fees
- If 11-30% of the program has been completed: 30% (50% for students attending our Vancouver location) refund of unused tuition fees
- If more than 30% of the program has completed: 0% refund of unused tuition fees

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

#### • USA:

Except as noted below only for students attending our California schools, for all English courses including Vacation, General and Intensive English, Academic Year/ Semester General / Intensive and English for Business / Intensive English for Business, the first 4 weeks shall be forfeited and refunds will be calculated as follows for terminations (i.e. the last date you are enrolled on the program and for which attendance is required) made:

- any time during the 1st four weeks: 4-weeks' tuition shall be charged and 100% of the remaining unused tuition shall be refunded (does not apply to subsequent periods of enrollment, provided the student has attended at least 4 weeks)
- after the 4th week and up to halfway through the current period of enrollment: 100% of the remaining unused tuition shall be refunded (weekly tuition price will be recalculated based on weeks used)
- after 50% of the current period of enrollment has been completed: no refund shall be given

For all Exam Preparation courses, including GRE®, GMAT®, Cambridge and TAE, refunds will be calculated, as follows for terminations (i.e. the last date you are enrolled on the program and for which attendance is required) made:

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

\*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-center training library;
- (3) use of online training resources (workshops, quizzes, online Diagnostic, etc.);
- (4) one tutoring or consulting session;
- (5) use of the home-study materials.

California Refund Policy (California only; regardless of course):

As an institution that does not participate in the federal student financial aid programs, Kaplan International shall do the following: (a) The institution shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred fifty dollars (USD250), if notice of cancellation is made after signature of the Enrollment Agreement through attendance at the first class session, or the seventh class day after enrollment, whichever is later. (b) The institution shall pay or credit refunds within 45 days of a student's cancellation or withdrawal. (c) The institution shall provide a pro rata refund of non-federal student financial aid program monies paid for institutional charges to students who have completed 60 percent or less of the period of attendance.

#### • 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.

### 2\_ACCOMMODATION

#### • UK, IRELAND, USA, CANADA, AUSTRALIA AND NEW ZEALAND:

Students must give 4 weeks' notice (2 weeks' notice in Australia and 1 weeks' notice in New Zealand), (or 8 weeks' notice for discounted accommodation packages) in writing to the School Principal/Director. A refund will be made of the unused accommodation fee less the applicable notice period and the applicable change fee. Refunds will be calculated based on the total accommodation weeks booked, including periods of extension. Used weeks of discounted accommodation packages will be charged at the full brochure weekly rate when any refund is calculated. For accommodation terminations made after 50% of the total booking length has been completed (60% for students attending our California locations), no refund will be given, except in Canada, New Zealand and Australia. Some residential options may have additional terms and conditions relating to reservation cancellation.

## GENERAL

These Terms and Conditions may differ according to any changes in the policy made by the accrediting body or government (local or national) 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 (or state or province). In these Terms and Conditions, Kaplan refers to all Kaplan International English group schools.

If you progress to study at one of our Pathway Partners separate terms and conditions will apply. These terms and conditions only apply to your study with Kaplan.