

Student Refund Policy

Policy

King's School of Culinary Arts will publish this policy in pre-enrolment information materials which are made available to student via King's School of Culinary Arts website.

King's School of Culinary Arts includes the following information in the student enrolment agreement

- amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider) Payment terms, including the due dates and amount of fees to be paid
- fees that must be paid and payment terms
- process for claiming refunds
- the specified person(s), other than the student, who can receive a refund in respect of the student identified in the written agreement
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the Tuition Protection Service (TPS) for overseas students
- a statement that "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".

King's School of Culinary Arts does not collect more than \$1500 in prepaid fees from any fee-paying domestic student.

King's School of Culinary Arts, to meet its obligations under ESOS Act 2000, will collect only 50% of the total tuition fees for courses with more than 25 weeks of duration. Students are not required to pay more than 50% of the fees upfront if their course runs for more than 25 weeks however they can pay if they choose to.

King's School of Culinary Arts accepts pre-paid fees payments from prospect students only after the signed enrolment agreement is received and verified.

All fees are to be paid at the specified time, as per the written agreement and can only be paid by credit card, EFT and Direct Deposit. Invoices will be issued as required and as an approved program, there is NO GST included in the course cost.

Refunds in case of student default

Any student wanting to request a refund for whatever reason must do in writing and within 14 days of the incident taking place, or whatever the reason may be by using the Refund

Application Form.

Registration fees, student kit fees, administration fees and fees paid to education agents are non-refundable.

Tuition Fees	
Event	Refund
Student requests in writing to cancel enrolment to twenty-eight (28) days prior to the nominated course commencement date.	100% refund of total tuition fees paid in advance for each and every course.
Student requests in writing to cancel enrolment in less than twenty-eight (28) days prior to the nominated course commencement date.	50% refund of total tuition fees in advance for each and every course
Student request to cancel enrolment after course commencement date.	No refund
Student failed to commence course with or without notifying King's School of Culinary Arts.	No refund

"Special circumstances" under which a refund will be considered, and which are beyond the students control:

- In the case of serious illness – verified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
- Where a students Visa has not been granted

If required / or King's School of Culinary Arts agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid (less the registration fee, student kit, fees paid to education agents).

If a student withdraws from a course of study after commencing, for any reason outside those specified under "Special Circumstances" no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.

King's School of Culinary Arts will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with King's School of Culinary Arts (the Student) unless they provide written direction to the provider to pay the refund to someone else.

Refunds in case of student visa refusal

In the cases where student visa is refused, refund will be applied in the following:

- This applies when the student was refused a student visa and as a consequence fails to start on the agreed starting day or withdraws from the course after student has already commenced the course.
- Refunds will be calculated as per the Education Services for Overseas Students (Calculation of Refund) Instrument 2024 (<https://www.legislation.gov.au/F2024L01231/latest/text>)
- Refunds (if any) will be provided to the student within 4 weeks after receiving the refunds claim with relevant supporting Evidence.
- Refunds (if any) will be deposited into the authorized account notified by the student on refund form.

Refunds in case of provider default

In the unlikely event that King's School of Culinary Arts is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course by King's School of Culinary Arts at no extra cost to you.

You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If King's School of Culinary Arts is unable to provide a refund or place you in an alternative course, you may access the Governments Tuition Protection Scheme. You may contact the TPS Administrator either by phone; within Australia: (02) 6271 3340; outside Australia: +61 2 6271 3440; or via email administrator@a.tps.gov.au. They will work with you to place you in a suitable alternative course at no extra cost to you

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees.

For more information, visit <https://www.tps.gov.au> or the FAQ's section: <https://tps.gov.au/StaticContent/Get/Faqs>

Process for claiming a refund

- Application for a refund must be made in writing on the Refund Application form and addressed to the CEO, clearly stating the reason for the cancellation.
- Refunds (if any) in case of student default will be provided within 4 weeks and refunds in case of provider default will be provided within 14 days
- Refunds (if any) will be deposited into the authorized account notified by the student on refund form, unless:
 - The international student is under the age of 18 years, in which case, the refund will be provided to the parent or legal guardian responsible for the international student.
 - In the event that the international student is deceased or incapable of nominating a bank account, the refund will be provided to the parent or legal guardian as nominated on the Refund Application Form.
 - Under no circumstances will an international student's refund be paid to an education and/or migration agent or other third party without the international student's written consent and that consent is written in the English language.
- Where a refund is processed for overseas payments for international students in accordance with this policy, international students will be charged any bank fees associated with the transfer of funds which will be deducted from the refund.

Note: This agreement, and the availability of complaints and appeals processes, does not remove the right to take action under Australia's consumer protection laws. King's School of Culinary Arts dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.