

International Student Refund Policy

1. Purpose and scope

This policy applies to international students enrolled at King's Own Institute (KOI). The objectives of this policy are to:

- provide students with an understanding of when, how and in what amount they may be eligible for a refund of some or all fees paid to KOI;
- comply with KOI's responsibilities under all relevant legislation.

The policy sets out KOI's position on the refund of monies to commencing and continuing students for fees and charges related to study at KOI, where the student does not study for all or part of the period in which they were to study. This policy applies irrespective of those who has paid the tuition fees. Discontinuation of study does not negate or void any legal liability to pay fees and other monies owing to KOI.

This policy applies to refund of the **UNUSED PORTION OF TUITION FEES ONLY** which have been paid in advance, including any money collected by education agents on behalf of KOI. Any fines or other incidental fees incurred during enrolment with KOI have been or are to be paid in full. Processing and administrative fees for courses, including enrolment fees, fines, and incidental fees where applicable, are non-refundable (see Section 3 below for a list of non-refundable fees and charges).

2. Definitions

Census Date	The official deadline for finalising enrolment in a subject or course. KOI determines a census date for each trimester. The Census Date is advised in the Student Handbook . NOTE: Earlier deadlines apply to enrolling in subjects and payment of fees for international students
Course Fee	Course Fees have the same meaning as it does in the legislative instrument. Made under section 47E(4) of the ESOS Act from time to time. Merely by way of guidance, it generally means the Tuition fees and Non-tuition fees received by the Institute in respect of the Student
Default Day	Default day has the same meaning as it does in the ESOS Act. Merely by way of guidance, it generally means whichever of the following is relevant to the default: the agreed starting day (being the day on which the Course was scheduled to start unless otherwise agreed); or - the day on which the Course ceases to be provided; or - the day on which the Student withdraws from the Course; or - the day on which the Institute refuses to provide, or continue providing, the Course to the Student.
Due date (for payment of fees)	The deadline for payment as shown on the fee invoice or indicated in the <i>Letter of Offer and Written Agreement</i> .
ESOS Act	The Education Services for Overseas Students Act 2000 (Cth), as amended from time to time
International student	A student who is not a Domestic student, including students on temporary residence visas and any visa which allows a student from overseas to study

in Australia. International students will be charged enrolment related fee(s) and must pay for Overseas Student Health Cover (OSHC).

National Code	National Code of Practice for Providers of Education and Training 2018
Overseas Student Health Cover (OSHC)	It is an Australian Government requirement that all international students studying in Australia on a student visa are covered by Overseas Student Health Cover (OSHC) for the duration of their visa. If family and children accompany students, they must have compulsory family policy for OSHC.
Study Period	Study period has the same meaning as it does in the National Code. It generally means a trimester.
Unit (Subject)	Unit has the same meaning as it does in the National Code. Generally, it means a discrete component of study within a Course. It may be known as a unit, a subject or a module.
Unspent Tuition Fees	The amount worked out in accordance with the legislative instrument made for the purpose of section 46D(6) or 47E(2) (as applicable) of the ESOS Act. Merely by way of guidance, a refund of unspent tuition fees is calculated as a multiple of the Weekly tuition fee and the Weeks in the default period, if: - a refund is payable for a Provider Default; or - a Student is refused a Student Visa and as a result, withdraws from the Course after commencement or fails to pay an amount that is payable to the Institute.
Weeks in Default Period	The same meaning as it does in the legislative instrument made under sections 46D(7) and 47E(4) of the ESOS Act from time to time unless the Policy otherwise provides. Merely by way of guidance, it means (unless otherwise provided) the number of calendar days from Default Day to the end of the Study Period(s) for which the Institute has received payment of Tuition Fees from or in relation to the Student, divided by 7, then rounded up to the nearest whole number
Weekly Tuition Fee	The same meaning as it does in the legislative instrument made under sections 46D(7) and 47E(4) of the ESOS Act from time to time unless the Policy otherwise provides. Merely by way of guidance, it means total tuition fees for the Course, or total tuition fees paid by or in relation to the Student or on behalf of the student for a Study Period or Course (as the context requires), divided by number of calendar days in that Study Period or Course (as the context requires), multiplied by 7, then rounded up to the nearest whole dollar.

3. Other fees and charges

Administrative and incidental fees and charges in the below table are not refundable once incurred. The following charges apply in 2025 and are subject to annual review.

Item	Fee
Enrolment Fee - International Students only (includes credit transfer assessment if relevant)	\$250

Revised eCoE – International Students only (second or subsequent eCoE's issued for any reason including deferment)	\$150
Reinstatement of Enrolment Fee - International Students only	\$250
Credit Transfer Reassessment - Domestic students after Census Date	\$100
Simulation software licence fee (if applicable)	At cost set by the software provider (indicative cost - \$68.00 in 2025)
ID Card Replacement	\$10
Late Payment Fee	\$100
Late withdrawal fee - International Students only	See 5.1 points 6 and 7 of the International Student Refund Policy
Replacement Testamur	\$25
Interim Official Transcript (Current and Incomplete)	\$10
Replacement Completion Letter	\$15
Replacement Official Transcript (Completed)	\$15
Replacement Cross-Institutional Transcript	\$15
Reference Letter	\$20
Library Overdue Penalties	\$2 per day
Library lost or damaged Item	\$100 per item
Additional Printing	10c per single sided page

4. Applying for a Refund

Unless otherwise stated in the following sections of this Policy, students applying for a refund must complete a KOI [Refund Request Form](https://koi.edu.au/policies-forms/) available on the KOI website (<https://koi.edu.au/policies-forms/>) and attach the relevant documents. In addition, students may need to complete some additional forms such as the [Withdrawal from Course Form](#) or provide other written applications, depending on the specific circumstances of the refund request.

Relevant forms and documentation must be submitted via email to accounts@koi.edu.au.

Requests for refunds should normally be made within 14 days of an event which qualifies the student for a refund. Students must ensure that all sections of the form are completed before submission to KOI, and they must attach all required documentation. Contact details must be provided, including at least one telephone number and one valid email address. The [Refund Request Form](#) must be signed by the student, or in the event that the student does not have the legal capacity to do so, by the student's parent or guardian. The original form must then be returned to KOI in order for the refund payment to be processed.

If a refund request is not received within 6 months of the event which qualifies the student for a refund, the student will forfeit the rights for a refund.

4.1 Deferral of Studies

Where a student, after accepting an offer of admission, gives written notice before the commencement of the course of his/her intention to defer commencement of study to the next available intake, all tuition fees may be transferred to the next available intake. A place may be deferred for up to twelve (12) months.

If, after being approved to defer the commencement of a course, a student gives written notice that he/she does not intend to take up a place, the tuition fees held in credit will not be refunded.

5. Refund Eligibility

5.1 Circumstances Where a Refund WILL be Paid

(Note: Refunds apply only to the unused portion of tuition fees paid in advance – other fees and charges incurred (refer to the table in Section 3) are not refundable unless otherwise indicated.)

Circumstances under which refunds will be paid		Refund Payable
1	KOI is unable to deliver a course in full. Note: As an alternative, KOI may offer a place in an alternative course, either at KOI or another CRICOS registered provider, at no extra cost to the student	Full refund of all money paid to date (including the administrative fees in this instance) OR Nil refund if alternative course is accepted
2	KOI withdraws the offer of enrolment because the student is unable to meet conditions associated with the enrolment e.g., fails a preliminary program or fails to reach a stated level of English which is stated as a condition of offer in the eCoE, letter of offer, or any other correspondence provided to the student.	Full refund of unused tuition fees paid to date Refund amount = Weekly Tuition Fee x Weeks in Default Period
3	The student's initial student visa application is rejected and the student does not start the course at the agreed location on the agreed starting day; or the student withdraws from the Course at the agreed location before the agreed starting day	Refund amount is calculated in accordance with the legislative instrument made under section 47E(4) of the ESOS Act ("legislative instrument"). By way of guidance, in this instance the refund amount is the Course Fees minus the lesser of: (a) 5% of the Course Fees received by the Institute before the Default Day; and/or (b) \$500
4	The student has been refused a Student Visa and the Student withdraws from the Course at the agreed location after the agreed starting day.	Refund amount is calculated in accordance with the legislative instrument. By way of guidance, the refund amount is: <i>Weekly Tuition Fee x Weeks in Default Period</i>
5	The student's visa application is delayed by circumstances beyond the student's control and is not ready in time for the student to begin the program for which they applied (Note: a visa delay caused by the student's own action or inaction is not considered a circumstance beyond the student's control).	Full refund of all money paid to date (including the administrative fees in this instance) * Enrolment fee and Revised eCoE charge are non-refundable
6	KOI withdraws an offer of enrolment based on incorrect or incomplete information provided by the applicant.	Full refund of unused tuition fees paid to date Refund amount = Weekly Tuition Fee x Weeks in Default Period
7	Written notice of withdrawal from the enrolled course/s (the student's decision for any reason) is received by KOI more than 4 (four) weeks before the agreed start of the Course e.g., a student chooses to withdraw the visa application (a student visa has not been refused).	If KOI has received tuition fees for one study period (trimester), or less than one trimester tuition fees, Refund of unused tuition fees paid to date less 30% of the current FULL tuition fee retained to cover administrative costs

		If KOI has received Tuition Fees for two or more study periods (trimesters), Refund of unused tuition fees paid to date less 30% of the first trimester tuition fee and 20% of tuition fees received for each subsequent study period
8	Written notice of withdrawal from the enrolled course/s (student's decision for any reason) is received by KOI 0 - 4 weeks before the agreed start of the Course e.g., student chooses to withdraw the visa application (a student visa has not been refused).	If KOI has received tuition fees for one study period (trimester), or less than one trimester tuition fees, Refund of unused tuition fees paid to date less 50% of the FULL current trimester tuition fee retained to cover administrative costs If KOI has received Tuition Fees for two or more study periods (trimesters), Refund of unused tuition fees paid to date less 50% of the first trimester tuition fee and 40% of tuition fees received for each subsequent study period
9	Tuition fee refunds, post course commencement	In the event a student who has commenced their course at KOI subsequently withdraws from the course, any unused fees will be considered refundable. Unused fees are those that have been paid to KOI but not applied to a subject by the end of the study period's subject enrolment period. The fees for enrolled subjects that are withdrawn after the study period's enrolment period closes, will be considered used and therefore are not refundable.

If KOI is unable to provide a refund, or place the student in an alternative course, then, under the Tuition Protection Service (TPS) Framework, the TPS Director will provide the student with options for suitable alternative courses (if any such courses are available). KOI will notify, in writing, the Secretary and the TPS Director of the default within 3 business days of the default occurring. KOI will also notify, in writing, the students whom the default has affected. Please refer to <https://tps.gov.au/Home> for further details of the TPS.

5.2 Circumstances Where a Refund MAY be Paid

Circumstances under which refunds may be paid		Refund Payable
1	Compassionate or Compelling Circumstances (see below) Written notice of withdrawal due to compassionate or compelling circumstances beyond the control of the student, accepted as unforeseeable by the student prior to enrolment.	Full, partial or no refund solely at the discretion of the CEO and President, and dependent on circumstances

2	The student's visa is cancelled, or an onshore visa extension application is refused by the Department of Home Affairs.	Full, partial or no refund solely at the discretion of the CEO and President, and dependent on circumstances
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5.3 Circumstances Where a Refund **WILL NOT** be Paid

Circumstances under which refunds will not be paid		Refund Payable
1	A student withdraws after the beginning of course or commencement of current trimester	No refund payable
2	A new student who has commenced the course with KOI and fails to enroll in the subsequent second trimester to complete at least 2 units paid for in credit.	No refund payable
3	A student fails to complete enrolment and commence by the start date of the current trimester without any withdrawal application or approved deferment of studies.	No refund payable
4	A student is not permitted to commence or continue because of failure to pay an amount owed to KOI in order to commence the current trimester or undertake the course.	No refund payable
5	KOI cancels a student's enrolment because the student fails to maintain satisfactory course progress	No refund payable
6	KOI cancels a student's enrolment because the student fails to maintain satisfactory attendance	No refund payable
7	KOI cancels a student's enrolment because the student is found guilty of academic or behavioural misconduct as specified in the <i>KOI Student Academic Integrity Policy</i> or the <i>Student Non-Academic Misconduct Policy</i>	No refund payable
8	KOI cancels a student's enrolment because the student supplies fraudulent, forged or deliberately misleading documentation	No refund payable
9	KOI cancels a student's enrolment because the student fails to pay course or other fees – KOI reserves the right to pursue the collection of unpaid fees and other charges incurred via any legal method available.	No refund payable
10	A student arrives after the last enrolment date for their course, and is permitted to enrol, then withdraws.	No refund payable
11	A student breaches a visa condition due to which KOI refuses to provide, or continue to provide, a course.	No refund payable
12	Deposits paid to KOI for other courses packaged with the student's current offer letter from KOI (e.g., a deposit paid for a Bachelor course packaged with a Diploma course).	No refund payable
13	Variation to enrolment in Subject(s) between one week before the commencement of trimester and the Census Date inclusive	- No refund payable - Unspent tuition fees for the original subject(s) will be credited towards substitute or subsequent subject(s).
14	Variation to enrolment in Subject(s) after the Census Date	- No refund payable - No credit of tuition fees towards any substitute or subsequent subject(s).

Students who are granted permanent resident status while studying at KOI will not be eligible for a refund of the fees for the remainder of the trimester in which they are currently enrolled. Should they continue their studies with KOI, they will be charged the current domestic fees for the remainder of their course.

5.4 Compassionate or Compelling Circumstances

The following definitions and guidelines are applied in determining special circumstances.

1. Special circumstances which would make it impracticable for the person to complete the requirements for the unit of study may include:
 - Medical circumstances which may include illness or injury, hospitalisation, treatment programs, exacerbation of existing medical conditions or disability, resulting in a person's medical condition changing to such an extent that they are unable to continue studying. The application must be accompanied by an original medical certificate, or certified copy. **Note:** normally progressing pregnancies do not meet the criteria of special medical circumstances.
 - Compassionate circumstances which may include loss or bereavement, such as the death of a family member, immediate relative or close friend, or family relationship breakdown, substantial unplanned carer's responsibilities to members of their immediate family or household, significant disruption to domestic arrangements, hardship or trauma, being the victim of a crime, legal commitments, accidents or natural disasters.
 - Employment related circumstances, which may include sudden loss of income or employment, unavoidable relocation or military service.
 - Course related circumstances which may include changes made by KOI to the course so that the student is disadvantaged by not being able to complete a unit of study in which they had enrolled and not receiving credit towards another unit of study.
2. Special circumstances must satisfy the following conditions:
 - beyond a person's control, i.e., not due to the person's action or inaction, either direct or indirect, and for which the person is not responsible,
 - do not make their full impact until on or after the census date for the unit of study in question, i.e., the circumstances occur
 - before the census date but worsen after that day, or
 - before the census date, but the full effect of magnitude does not become apparent until on or after that day, or
 - on or after the census date, AND
 - make it impracticable for a person to complete the requirements for the unit of study.
3. The situation must be unusual, uncommon or abnormal to be considered in special circumstances.

Special circumstances **do not** include:

- a lack of knowledge;
- less than anticipated academic ability;
- a person's inability to repay a Higher Education Loan Program (HELP) debt.

Claims related to special circumstances must be supported with appropriate documentary evidence to allow impartial assessment of the claim.

Supporting documentary evidence may include (but is not limited to):

- original signed and sufficiently detailed medical certificates;
- police reports;
- signed and witnessed statutory declarations (or similar);

- any other evidence which supports the student's claim;
- any other documentary evidence as requested on behalf by the Finance and Accounts Director.

Refund amounts granted under compassionate or compelling circumstances will be determined on a case-by-case basis at the discretion of the CEO and President. Documentary evidence will be required to support such claims.

5.5 Overseas Student Health Cover

Overseas Student Health Cover (OSHC) will be refunded by KOI if the student is unable to complete the course in the circumstances described in this policy, provided KOI has not disbursed funds to KOI's nominated OSHC provider. Subject to the *ESOS Act 2000*, if funds have been disbursed to the provider, the student will be responsible for contacting the provider directly to apply for their OSHC refund. Students must provide the OSHC provider with the following information when applying for a refund: full name, date of birth, membership number (given to the student by the OSHC provider), together with the reason for refund and evidence of transferring to another university, or the date of departure from Australia.

6. Payment of Refunds

Refunds will be processed in Australian dollars and transferred to the applicant's nominated bank account unless the student provides a written request for an alternative arrangement. Refunds will be issued to the student or the person nominated in the [Refund Request Form](#). If a refund is requested in a currency other than Australian dollars, the student will be responsible for covering any exchange rate fees imposed by either party's bank. These fees will be deducted from the refund amount. The exchange rate applied will be the rate offered by KOI's bank on the day of the transaction.

Unless otherwise advised, refunds will be processed and released from KOI's account within 28 days of receiving a completed [Refund Request Form](#) and all required supporting documentation. Incomplete forms or missing documentation may result in processing delays.

Once the refund is released from KOI's account, the processing time will depend on the relevant banks involved. KOI has no control over the time taken for the funds to be transferred between banks after the release.

Refunds will be processed using the original mode of payment unless the student requests an alternative arrangement in writing. If the original payment was made via fund transfer, the refund will be sent to the same bank account from which the payment originated. If the payment was made via debit/credit card (including QuickWeb), any refund will be credited back to the same card if the initial payment was made within the past 12 months. If the payment was made more than 12 months ago, the refund will be processed using an alternative payment method.

7. Complaints and appeals against decisions

Students may request a review of any decision related to refund applications and payment matters.

Initial appeals should be directed to a Finance and Accounts Officer at accounts@koi.edu.au within 20 days of the issue occurring. The assigned staff member will respond within 5 days and aim to resolve the matter within 10 days. Students submitting an appeal may be required to provide supporting evidence and a written statement outlining the grounds for their appeal.

If a student wishes to escalate their appeal after receiving a response, they may do so by following the procedures outlined in the [Student Complaints and Appeals Policy](#). Students have access to both internal and external appeal processes.

8. Privacy

KOI will maintain the confidentiality and privacy of student information. However, information collected from students in the application process will, as required, and in accordance with the Higher Education Support (HES) Act 2003, ESOS Act 2000 as amended, the National Code 2018 and Migration Act 1985, be provided to the Department of Education, Skills and Employment, the Department of Home Affairs and other State or Territory government agencies, and higher education governing or examining authorities.

KOI is bound by the Australian Privacy Principles (APPs) under the Privacy Amendment (Enhancing Privacy Protection) Act 2012 with respect to the collection, use, and disclosure of personal information. For more information please see KOI's [Privacy Policy](#) available on the [Policies and Forms page](#) on the KOI website.

9. Australian consumer law

This Refund Policy and the right to make complaints and seek appeals of decisions and action under KOI's complaints and appeals processes, do not affect the rights of the student to take action under Australian Consumer Law (including the ESOS Act 2000) if the Australian Consumer Law applies or to pursue other legal remedies.

Document Control

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