

Terms and Conditions

APPLICATION PROCESS

1. Application: Please send the signed enrolment form on page 75 to your Kaplan representative with the enrolment fee and, if applicable, the courier fee. Students over 18 must sign to say that they have read and agree with these terms and conditions. The parents of students under 18 must read and sign 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.kaplanaspect.com/privacy/

2. Payment deadline: All course costs 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.

UK: We will provide you with a Letter of Acceptance or Confirmation of Acceptance of Studies. You will also be asked to establish your level of English during the visa process and must provide ONE of the following:

- High school certificate/attendance record, university certificate or other document which shows you have studied English on a full or part-time basis and the level of English you have reached
- Certificate from an internationally recognised English exam such as IELTS, TOEFL, TOEIC or other Cambridge Exam. (N.B. this is NOT compulsory but could be used if you have taken one of these examinations)
- A teacher's reference or certificate from a local language school to establish the dates of an English course you participated in and the English level reached

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.kaplanaspect.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 at: GBP35, EUR55, CAD75, AUD75, NZD85. In Canada, you will be charged for a courier service if you are a minor, as the school will be required to courier Custodianship documents to you.

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 that we advise you to take. Details of what this covers are available from your Kaplan representative. You are required to show proof of medical insurance at the school when you arrive.

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 AUD34/month for compulsory OSHC for the duration of the student's stay 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>

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 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.

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.

USA: Some schools located on university campuses require students to provide a Health Declaration and Immunization form. All students under 18 must provide a signed Minor Authorization form prior to arrival.

New Zealand: Students staying for 6 months or more must undergo TB screening. Please check with your Kaplan representative for details.

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 student fees remain outstanding.

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.

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 and to book Kaplan's airport transfer service (these are compulsory in Australia and New Zealand).

TERMS AND CONDITIONS

1. Rules and regulations: Kaplan students are subject to the rules and regulations governing the particular school location attended.

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.

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. Academic Year or Semester students cannot transfer to a different Kaplan school during term time and may only transfer once during their programme. 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 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. Any change of tuition resulting in a reduction in lessons will be treated as a termination 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 both in the morning and the afternoon with different shifts at various times of year.

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 start dates, course curricula and programmes at any time due to errors, omissions and circumstances beyond our control. 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 2010.

12. Books and learning materials: All books and learning materials will be made available to students during their course. A book deposit (GBP25, EUR35, CAD45, USD40, AUD70, NZD75) 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.

13. Residential housing deposit: A refundable housing deposit of up to GBP150, EUR200, USD500, CAD600, NZD100/300 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.

14. Expulsion/Suspension: Any student who commits a criminal offence, violates the student conduct code or school policy, has a very poor attendance record 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.)

15. Liability: The liability of Kaplan, its group companies, their directors, officers, employees, affiliates, agents and partners with respect to losses, damages, injuries, illnesses or violations or otherwise is (except where such liability cannot be excluded as a matter of law) 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 persons will in no circumstances have any liability for indirect or consequential losses or damages.

16. Force majeure: It is a basic stipulation of the agreement/contract between students and Kaplan, its affiliates or its representatives (collectively referred to as 'Kaplan'), that Kaplan is not 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 their 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 and www.dest.gov.au/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 Melbourne, 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.kaplanaspect.com

19. Student Visa Australia/UK/USA/NZ: 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 (Australia/USA/NZ – 85% in New York). In the UK if ten contact days are missed the student is outside the terms of their visa and this has to be reported to the UKBA. Students who fail to show up for their enrolment or with less than 80% attendance (Australia/USA/NZ – 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 NZIS in New Zealand. 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 and currency 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. Tuition fees are covered by the ACPET OSTAS and EA TAS fund in the event that Kaplan Sydney, Perth, Brisbane or Cairns defaults.

CANCELLATION/POSTPONEMENT POLICY

'Cancellation' refers to the period up to the start date of the first course you are attending. In 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 non-refundable. For cancellations and postponements made less than 7 days before the arrival date listed on the booking confirmation form including 'no shows', 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 GBP100, EUR150, USD200, CAD200, AUD240. In all cases, the courier fee, enrolment fee, accommodation placement fee, medical insurance and any other service charges are non-refundable.

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, administrative 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 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 4 weeks' notification to the School Director to avoid tuition penalty. In cases where no notice is given, refunds will be calculated based on the last day of attendance minus the 4-week notice period the student failed to give. In the case of multiple course bookings, the total duration will be taken into consideration when calculating any refund. Subsequent to the notice period the following conditions apply:

For all English courses between 1-19 weeks courses, refunds will be calculated, less a USD500 administrative fee, as follows for terminations made:
- during the first week: 75% of the unused tuition fees
- during the second week: 50% of the unused tuition fees

- during the third week: 25% of the 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, refunds will be calculated, less a USD500 administrative fee, 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 iGRE, iGMAT, iSAT, CAE, FCE and TAE, refunds will be calculated, less a USD500 administrative fee, 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 (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 8 days of the course will be refunded in full, less 10% or NZD500, whichever is the lesser. After the first 8 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.

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 100% of the unused accommodation fee less 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 New Zealand and Australia.

These Terms and Conditions may differ according to any changes in the policy of the governing body. 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 Pacific Language Institute (PLI). Full PLI Terms and Conditions are available at www.pli.ca

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.

Enrolment form

Kaplan representative information

Partner name/Contact person _____ Country _____

E-mail _____ Telephone _____ Fax _____

For all partner bookings, please confirm who will be responsible for the total payment of this booking by selecting an option below

Partner Student Partner and Student (please give details including amounts): _____

Partner signature: _____

Student information

Family name _____ First name(s) _____ Male Female

Date of birth (d/m/y) _____ Country of birth _____

Nationality _____ Mother tongue _____

Full address _____ City _____

Postal code _____ Country _____

Telephone (home/mobile) _____ E-mail _____

Language level _____ Type of visa (if applicable) _____ Passport number _____

Name and surname of legal guardian if student is under 18 years of age _____

Permanent address of legal guardian if student is under 18 years of age _____

Home telephone number of legal guardian if student is under 18 years of age _____

College/Center and Course information

1) College/Center name _____ Course name* _____

Start date _____ Number of weeks _____

2) College/Center name _____ Course name* _____

Start date _____ Number of weeks _____

*Please check the college or center page and make sure your chosen course is offered at the college or center you have selected

Accommodation

Check-in date (d/m/y) _____ Check-out date (d/m/y) _____

Do you have any special requests (eg. medical requirements, allergies, special diet, no cats/dogs)? Yes No

If yes, please specify: _____ Do you smoke? Yes No

1st Choice (please give your preferred choice of accommodation here)

Room type Single room Twin room Triple/Multi room

Accommodation type Homestay Apartment Residence Hostel

Accommodation name: _____ Meals per week (if different options are advertised): _____

Homestay supplements (only where advertised - not available in USA) Private bathroom Close to school supplement _____ Zone: _____

Additional services

Would you like Kaplan Travel and Medical Insurance? (not available for the UK or Ireland)

Yes No (If not, you will need to organise your own medical insurance)

Would you like an airport transfer on arrival? Yes No On departure? Yes No (Please send flight details to your Kaplan representative)

I would also like to book the following services Internship placement University placement service

Payment

At this time, I wish to pay: the enrolment fee the full fees I am sponsored by: _____

I wish to pay by credit card: Card number (Visa/Mastercard/Amex) _____

Expiry date _____ CCV number (last 3 digits of security code on back of card) _____

Name and address of cardholder _____

Signature of cardholder _____

I enclose a cheque for the amount of _____ payable to Kaplan IC

I would like to arrange a bank transfer. Please send me transfer details.

Declaration

I confirm that I have read, understood and agree to be bound by Kaplan's General Terms and Conditions detailed on pages 73-74.

I authorise any licensed hospital or physician to initiate medical treatment for myself in case of medical emergency or for my child if he/she is under 18 years of age.

Signature _____ Date _____

Signature of parent/guardian (required if student is under 18 years old) _____ Date _____

Please return the completed form to the Kaplan booking office or to your local representative.