

Version	5.0
Last Amended	1 May 2023
Approved By	CEO
Date Approved	1 May 2023
Reference	Formalisation of Enrolment Policy and Procedures v5.0

## Formalisation of Enrolment Policy and Procedures

### 1 Purpose

The purpose of this policy is to indicate the requirements of the Enrolment Acceptance Agreement that is to be accepted prior or at the same time as accepting course money from students.

### 2 Policy Statements

- 2.1 Windsor must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.
- 2.2 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:
- outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
  - outline any prerequisites necessary to enter the course or courses, including English language requirements
  - list any conditions imposed on the student's enrolment
  - list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
  - provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
  - set out the circumstances in which personal information about the student may be disclosed by the college, the Commonwealth including the TPS, or state or territory agencies, in accordance with the *Privacy Act 1988*
  - outline the college's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals) of the National Code 2018
  - state that the student is responsible for keeping a copy of the written agreement as

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- supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
- i. only use links to provide supplementary material.
- 2.3 Windsor must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
- a. 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 college)
  - b. processes for claiming a refund
  - c. the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
  - d. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
  - e. 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”.
- 2.4 Windsor must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with the College, must notify the College of his or her contact details including:
- a. the student’s current residential address, mobile number (if any) and email address (if any)
  - b. who to contact in emergency situations
  - c. any changes to those details, within 7 days of the change.
- 2.5 Windsor must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

### 3 Scope

This policy applies to:

- Students enrolled at Windsor College Australia
- Windsor College Australia staff

All staff are made aware of the requirements of this policy through staff induction, regular meetings, staff updates and continuous improvement practices. Students are made aware of this policy through the Student Prospectus, College’s website, Student Handbook, and during the enrolment and orientation processes.

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#### 4 Procedure

- In following the requirements of Standard 3 from the National Code 2018, all international students are required to complete an ‘Enrolment Acceptance Agreement’ confirming their acceptance of the offer made into any course offered by the Windsor and prior to paying any fees to the Windsor.
- An Enrolment Acceptance Agreement is issued with the Offer of Enrolment i.e. when a student has submitted a completed Enrolment Form along with the required documents and has been deemed eligible for the purposes of studying as a full time international student at Windsor.
- Student Administration will provide each potential student with an Enrolment Acceptance Agreement as the final stage of acceptance into a course of study with the Windsor. This agreement is to be signed and submitted by the student with appropriate payment to support their enrolment.
- The ‘*Enrolment Acceptance Agreement*’ explicitly contains the following information:
  - a. outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
  - b. outline any prerequisites necessary to enter the course or courses, including English language requirements
  - c. list any conditions imposed on the student’s enrolment
  - d. list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
  - e. provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
  - f. set out the circumstances in which personal information about the student may be disclosed by the college, the Commonwealth including the TPS, or state or territory agencies, in accordance with the *Privacy Act 1988*
  - g. outline the college’s internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals) of the National Code 2018  
state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
  - h. only use links to provide supplementary material.
- The written agreement also includes the following information in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
  - a. 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 college)
  - b. processes for claiming a refund
  - c. the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
  - d. a plain English explanation of what happens in the event of a course not being delivered,

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- including the role of the TPS
- e. 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”.
- The written agreement also contains a requirement that the overseas student or intending overseas student, while in Australia and studying with the College, must notify the College of his or her contact details including:
    - the student’s current residential address, mobile number (if any) and email address (if any)
    - who to contact in emergency situations
    - any changes to those details, within 7 days of the change.
  - Written agreements between Windsor and ELICOS students must specify a minimum of 20 hours face-to-face scheduled course contact per week for the course.
  - This agreement shall be signed and returned to the Windsor as an indication that the student accepts the terms and conditions imposed when studying with the Windsor.
  - The student must be of 18 years of age to be able to complete this agreement and sign the declaration.
  - The signed declaration indicates the student agrees with following:
    - Agrees to be bound by the Windsor policies and procedures and any amendments made to.
    - Agrees to undertake a testing requirement prior to any course entry if deemed necessary by the Windsor and adhere to any other pre-requisites identified.
    - Agrees to pay all fees required on or by the due date as notified in writing by the Windsor or as per the invoice.
    - The Windsor reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and in that event, shall refund all payments received from the Applicant.
    - Refunds are made when a student application supports one of the below reasons for refund. Any refundable amounts owed to the student will be made within 14 days.
      - The course does not start of the agreed starting date which is notified in the Offer of Enrolment
      - The course stops being provided after it starts and before it is completed
      - The course is not provided fully to the student because the college has a sanction imposed by a government regulator
      - If the course defaults, refunds will be granted in accordance with the provisions of the ESOS Act
  - The signed Enrolment Acceptance Agreement will be kept on the student’s file along with their initial application and all other documents relevant to the student’s enrolment for at least 2 years after the person ceases to be an accepted student.
  - Any original documents submitted and the signed Enrolment Acceptance Agreement will be copied and sent back to the student with a confirmation.

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## 5 Related Standard

This policy and procedure supports 'Standard 3' of the ESOS National Codes 2018.

## 6 Related Documents/Forms

1. Offer of Enrolment & Enrolment Acceptance Agreement
2. Application for Refund Form
3. Complaints/Appeal Form

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