

Version	5.0
Last Amended	10 January 2020
Approved By	CEO
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Reference	Refund Policy and Procedures v5.0

## Refund Policy and Procedures

### 1 Purpose

The purpose of this policy is to ensure that all students are treated fairly and with integrity while assessing their refund application. All 'refunds' are to be signed off by the Windsor Director of studies and applications to be processed within 14 days of the application being received.

All refunds applications are to be submitted at the campus reception and the following procedures followed in assessing the application.

Please note the below refund policy in relation to 'Tuition Fees' and should not be confused with 'enrolment' fees which is non-refundable unless mentioned.

### 2 Policy Statements

- 2.1 Where Windsor collects fees from the individual learner, either directly or through a third party, the College provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:
- all relevant fee information including:
    - fees that must be paid to the College, and
    - payment terms and conditions including deposits and refunds
  - the learner's right to obtain a refund for services not provided by the College in the event the:
    - arrangement is terminated early, or
    - the College fails to provide the agreed services.
- 2.2 Where Windsor requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the College must meet the requirements set out in the Requirements for Fee Protection.
- 2.3 Windsor must enter into a written agreement with the student, signed, concurrently with or prior to accepting course money from the student. The agreement must provide information in relation to refunds of course money.
- 2.4 Windsor must include in the written agreement for overseas students 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:
- 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)
  - processes for claiming a refund
  - 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

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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.

### 3 Scope

This policy applies to:

- Students enrolled at Windsor
- Windsor Marketing, Admissions, Academic, Student Services and Administrative 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 Student Prospectus, the College's website, Student Handbook, during the enrolment and orientation processes.

### 4 Procedure

All refund information is made available to students prior to enrolment process and is included on the 'Enrolment Acceptance Agreement' which the student signs prior to acceptance into a course of study with the Windsor and money accepted from a student. Student also has access to information on refund policy via student handbook, which is provided to each student on the orientation day.

#### 1) Refunds due to non-delivery of course by Windsor (Provider Default):

Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Refunds under the above conditions will be paid in full to the student within 14 days.

The Institute may arrange within 14 days for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Please refer to the information under Tuition Protection Scheme.

#### 2) Refunds based on student applications:

All applications for refund must be made in writing by way of the 'Application for Refund' form and submitted to the Administration department.

Applications for refunds are to be processed by the CEO within 14 days from the date of application. The assessment of refund applications shall be granted as indicated below:

Student Default Circumstances	Calculation of Refund
Student fails to start a course due to visa refusal (before course commencement)	Windsor will retain on the account of administrative cost: either 5% of the course fees (Tuition fees + Non-

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Student Default Circumstances	Calculation of Refund
	tuition fees) received by Windsor in respect of the student; or \$500; whichever is less.
Student's visa refused after he/she has already commenced the course	Windsor will retain weekly tuition fees for part of the course that has already been delivered to the student before the day student's visa got refused; Non-tuition fees are non-refundable.
Student's withdrawal in at least 10 weeks prior to agreed start date	Windsor will retain on the account of administrative cost: 10% of the study period fees received by Windsor in respect of the student. Non-tuition fees are non-refundable.
Student's withdrawal in at least 4 weeks prior to agreed start date	Windsor will retain on the account of administrative cost: 50% of the study period fees received by Windsor in respect of the student. Non-tuition fees are non-refundable.
Student's withdrawal in less than 4 weeks but 2 weeks prior to agreed start date	Windsor will retain on the account of administrative cost: 75% of the study period fees received by Windsor in respect of the student. Non-tuition fees are non-refundable.
Student's withdrawal in less than 2 weeks prior to course start date	Windsor will retain tuition fees for the whole duration of that study period. Non-tuition fees are non-refundable.
Student's withdrawal after he/she has already commenced the course but 2 weeks prior to beginning of their next study period.	Windsor will retain tuition fees for the student's current study period and refund any pre-paid tuition fees for their next study period. Non-tuition fees are non-refundable.
Student's visa cancelled due to student actions / Student withdraws from the course without notification	Windsor will retain tuition fees for the student's current study period and refund any pre-paid tuition fees for their next study period. Non-tuition fees are non-refundable.
Compulsory Health Insurance	Refer to OSHC provider

Definition of terms used in Refund Table above:

<b>Course fees</b>	The total amount of fees including pre-paid tuition fees and non-tuition fees.
<b>Weekly tuition fees</b>	A daily tuition fee is calculated outcome of total tuition fees for the course divided by number of calendar days in the course. Then, to get weekly tuition fees simply multiply the outcome by 7.
<b>Non-tuition fees</b>	Enrolment fee; Fees to cover text books or uniforms, which student use while they study the course.
<b>Study Period fees</b>	A study period is 10 weeks for VET courses and 10 weeks for ELICOS courses. Tuition fees are charged in full for each study period and must be paid according to the Enrolment Acceptance Agreement.

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### 3) Appealing Refund decisions:

Refer to the Student Complaints & Appeals Procedure from the Windsor website or reception, if you wish to appeal Windsor's decision taken on your refund decision.

### 4) Further information

If tuition fees remain outstanding, Windsor reserves the right to withhold any Certificates and Records of Results or Statements of Attainment achieved by the student. Windsor will refund any monies due to the student, to the student's education agent (where applicable).

**Tuition Protection Scheme** - Refer to [www.tps.gov.au](http://www.tps.gov.au) for detailed information.

Under the Tuition Protection Service (TPS) framework, all providers have a statutory obligation to report to the TPS Director and The ESOS Agency about provider and student defaults. This is the first layer of tuition protection for students. One of the main objectives of the TPS is to ensure that the placement and refund processes for students are quick and streamlined. The default notification requirements are to ensure students are looked after following a default in a timely way.

Provider default –

Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Note: Section 46A sets out further rules prescribing when a provider defaults.

Under section 46B of the ESOS Act, Windsor will notify the ESOS Agency and the TPS Director of the default within 3 business days of the default occurring. Under section 46B Windsor will also notify students in relation to whom the default is happened. Under section 46D of the ESOS Act, Windsor will satisfy its tuition protection obligations to students within 14 days after the day of the default (the provider obligation period) to satisfy your tuition protection obligations to the student as set out in the section. This may include placing students who are referred to the TPS in a suitable alternative course. Student default - Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:

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- the student failed to pay an amount payable to the provider for the course;
- the student breached a condition of his/her student visa;
- misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

Note: Subsection 47A(2) - A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

Provider Obligation Period - If a student or intending student defaults Windsor will provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.

**Note:**

- A student can pay full fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees up front for the course before the student commences the course that is more than 25 weeks.
- Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.

## 5 Related Standard

This policy and procedure supports 'Standard 3' of the ESOS National Code 2018 and 'Standard 5 Clause 5.3 and Standard 7 Clause 7.3' of the Standards for Registered Training Organisations (RTOs) 2015.

## 6 Related Documents/Forms

1. Application for Refund Form
2. Complaints/Appeal Form

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