

Conditions of Enrolment

By signing the Acceptance Agreement, the student (or the parent/guardian on behalf of a student who is under 18 years of age) agrees to adhere to these Conditions of Enrolment.

1 Definitions

In these Conditions of Enrolment, unless the context otherwise requires:

Acceptance Agreement means the Acceptance Agreement included in the Letter of Offer to a student by which the student accepts the offer of admission to a Course or Program at UNSW College.

Administration Fee means a fee charged by UNSW College in the amount set out on the UNSW College website at <https://www.unswcollege.edu.au/apply/fees> which may be updated from time to time.

CAAW means a Confirmation of Appropriate Accommodation and Welfare arrangement required by Standard 5 of the National Code for students who are under the age of 18.

CAAW Administration Fee means a one-off administration fee charged by UNSW College to students who are subject to a CAAW.

Census Date means the last day of a term a Diploma student can withdraw without losing any pre-paid fees. Census Date for each Diploma term can be found on UNSW College website at <https://unswcollege.edu.au/>.

Commencement means the date on which a student is due to start their Course or Program, as set out in their Confirmation of Enrolment (**CoE**) or as previously agreed by the provider and student.

Course means a course of education and training and covers the period of a student's enrolment as set out in each CoE.

DHA means the Department of Home Affairs.

Discontinuation Fee means fifty percent (50%) of the first tuition fee instalment paid by a student enrolling in a Diploma Program or the amount offered by the UNSW Student Fee Policy, whichever fee is lower.

Enrolment Fee means a fee charged by UNSW College in the amount set out on the UNSW College website at <https://www.unswcollege.edu.au/programs-courses/other-unsw-college-additional-fees-in-australian-dollars-aud/> which may be updated from time to time.

Education Representative means an agent whom UNSW College engages as its representative to recruit prospective students for enrolment and study at UNSW College.

ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth).

FEEC means the Foundation English Entry Course at the UNSW AELP.

IELTS means The International English Language Testing System.

Letter of Offer means a letter to the student offering the student a place in a Program or Course(s).

Materials Fees: means a fee charged by UNSW College in the amount set out on the UNSW College website at <https://www.unswcollege.edu.au/programs-courses/other-unsw-college-additional-fees-in-australian-dollars-aud/> which may be updated from time to time.

National Code 2018 means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 which is made under s.33(1) of the ESOS Act.

OSHC means the mandatory Overseas Student Health Cover that all overseas students are required to have as a condition of their visa while they are in Australia.

Overseas Student has the same meaning as in the ESOS Act.

Packaged Offer means where more than one Course or Program, delivered by UNSW College or by UNSW Sydney, is covered by the same student visa.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable. Examples include a person's name, date of birth and email address.

Program has the same meaning as Course and is used interchangeably in these Conditions of Enrolment.

Provider Default has the meaning given in section 46A of the ESOS Act and paragraph 6.1 of these Conditions of Enrolment.

Student Default has the meaning given in section 47A of the ESOS Act and paragraph 6.2 of these Conditions of Enrolment.

SSAF means Student Services and Amenities Fee in the amount set out on the UNSW College website at <https://www.unswcollege.edu.au/programs-courses/other-unsw-college-additional-fees-in-australian-dollars-aud/> which may be updated from time to time.

Transfer means changing a student's enrolment from one Course or Program to another Course or Program of the same type (e.g. an English Language Course to another English Language Course, a Foundation Program to another Foundation Program. Terminating an English Language Course to start a Foundation Program is considered as a withdrawal). For the purpose of this policy, transfer also includes deferring or repeating the same Course or Program in a different semester or term.

TOEFL means Test of English as a Foreign Language.

TPS means Tuition Protection Service; an initiative of the Australian Government to assist overseas students whose education providers are unable to fully deliver their course of study.

TWE means Test of Written English

UEEC means the University English Entry Course at UNSW AELP

UNSW AELP means the UNSW Academic and English Language Program

UNSW Sydney means the University of New South Wales (ABN 57 195 873 179)

VEVO means the DHA's Visa Entitlement Verification Online database which is provided by the Commonwealth of Australia, represented by DHA.

Withdrawal means the termination of a student's enrolment(s) with UNSW College.

2 Enrolment Requirements



- 2.1 To enrol in a UNSW Foundation Studies Program or UNSW Diploma Program students must be 16 years of age at commencement and must satisfy certain academic and English language requirements.
- 2.2 To enrol in a UNSW AELP Course, students must be 17 years of age at commencement, except for those students preparing to enrol in the UNSW Foundation Studies Program or UNSW Diploma Program. Such students will be accepted into the Essential English and/or FEEC Course(s) and/or UEEC Course(s) at the UNSW AELP at UNSW College, if they are 16 years of age at the date of Commencement.
- 2.3 The student agrees to pay UNSW College the applicable fee(s), as stated in the Letter of Offer.
- 2.4 The student will not be permitted to commence his or her Course until all conditions for entry have been met and all applicable fees and charges have been paid.
- 2.5 Placement into English language Courses is subject to assessment of the student's English language proficiency.
- 2.6 Students' IELTS, TOEFL or other test results determined by UNSW College to be acceptable to support their evidence of English language proficiency must have been undertaken no more than 12 months prior to the commencement of the program at UNSW College for Foundation Studies or AELP courses; for the Diploma Program, no more than 2 years prior to commencement.
- 2.7 A TOEFL score is not acceptable without the TWE for paper-based and computer-based tests or 'Writing' for the internet-based test.
- 2.8 Placement into certain Foundation Studies and Diploma streams are subject to students having met the pre-requisites for prior study. For example, students wishing to undertake a Science stream must provide evidence of a higher mathematical ability. Please refer to the Foundation Studies or Diploma website under 'Academic Programs' for full details of such pre-requisites.
- 2.9 If a student enrolling in a UNSW Foundation Studies Program has been given an offer based on their Year 11, semester 1 (forecast) results, the student must provide evidence of having completed their Year 11 studies before program commencement. Failure to provide evidence of Year 11 completion could result in cancellation of enrolment.
- 2.10 If a student enrolling in a UNSW Diploma Program has been given an offer based on forecast results, the student must provide their final results before commencement of the Diploma program. Failure to provide final results could result in cancellation of enrolment.
- 2.11 The student agrees to abide by the rules and regulations set out in UNSW College's Student Handbook and UNSW College's policies and procedures. The Student Handbook (a copy of which is also provided upon enrolment) and UNSW College's policies and procedures are available via UNSW College's website - please refer to paragraph 12 for more details.
- 2.12 Students who have breached any of their visa conditions or any other rules and regulations set out in UNSW College's policies and procedures may not be accepted for enrolment or re-enrolment in UNSW College courses. UNSW College reserves the right to reject applications to enrol any such students.

3 Satisfactory Attendance and Course Progress

- 3.1 The student agrees to attend all classes unless prevented by a legitimate reason, for example, illness, in which case a valid doctor's certificate must be presented.



- 3.2 DHA requires individuals on student visas for UNSW AELP and UNSW Foundation Studies courses to attend 80% or more of their classes and to achieve satisfactory Course progress. These are conditions of a student's visa. UNSW College is required to report students to DHA if they breach any of their student visa conditions.

4 Notification of change(s)

- 4.1 An Overseas Student is required to notify UNSW College of their contact details in Australia within seven (7) days of arriving in Australia. All Overseas Students must notify UNSW College within seven (7) days of any change to his or her contact details including:
- (a) The student's current residential address, mobile number (if any) and email address (if any); and/or
 - (b) Who to contact in emergency situations.

5 Refunds and Fees

- 5.1 UNSW College charges certain non-tuition fees. For more details, please refer to Schedule
1. UNSW College's Refund and Fees Policy. Students are strongly encouraged to read the full Refund and Fees Policy which can be found on UNSW College's website: please refer to paragraph 12 for more details.
- 5.2 For the full details of how UNSW Global deals with refunds and fees, please refer to
- 5.3 For information on how refunds of tuition fees will be calculated in the event of Provider Default, Student Default or visa refusal, please refer to paragraph 6 below. For the purpose of this Policy, a repeat is considered a Transfer.
- 5.4 Where students temporarily suspend or defer their studies and then subsequently withdraw from their Course, their refund will be calculated by reference to the date of their application for suspension or deferral.
- 5.5 Students cannot receive a refund that is greater than the amount they have paid to UNSW College.
- 5.6 All Enrolment Fees, Administration Fees and CAAW Administration Fees are non-refundable.
- 5.7 For courses with a duration exceeding 25 weeks, fees may be paid in two (2) instalments. Where a student chooses to pay the second (2nd) instalment in full for a single course in advance, and the student withdraws before the date that the second instalment would have been payable as specified in the offer letter, the second instalment will be refunded in full.

Foundation Studies

- 5.8 For Foundation Studies students, refunds will be calculated on a term basis in accordance with the table below.



Foundation Studies Programs (including Extended Foundation Studies)			
	Timeframe	Refunds for Student Defaults (including Withdrawals)	Refunds for Transfers
Before commencement of relevant Semester or Term	more than 28 days	75% of the tuition fees for the relevant term, minus Administration Fee	100% of the tuition fees for the relevant term, minus Administration Fee
	28 days or less	50% of the tuition fees for the relevant term, minus Administration Fee	90% of the tuition fees for the relevant term, minus Administration Fee
After commencement of relevant Semester or Term	up to 28 days	25% of the tuition fees for the relevant term, minus Administration Fee	75% of the tuition fees for the relevant term, minus Administration Fee
	more than 28 days	No refund	No refund

Diploma Programs

- 5.9 For Diploma students who withdraw before the Census Date in their commencing term, all pre-paid fees for the relevant term, minus a Discontinuation Fee, will be refunded. Any pre-paid fees for subsequent term(s) will be refunded in full.
- 5.10 For Diploma students who withdraw before the Census Date in any term, other than their commencing term, all pre-paid fees for the relevant term will be refunded in full. Any pre-paid fees for subsequent term(s) will be refunded in full.
- 5.11 For Diploma students who withdraw after the Census Date, there will be no refund of pre-paid fees for the relevant term.
- 5.12 For Diploma students who transfer to another program before the Census Date, 100% of pre-paid tuition fees will be transferred to the other program.
- 5.13 For Diploma students who seek to transfer to another program after the Census Date, there will be no refund or transfer of pre-paid tuition fees for that term. Any pre-paid tuition fees for subsequent term(s) will be transferred in full.

English Language Programs

- 5.14 For English language students, refunds will be calculated for their entire Course in accordance with the table below.

English Language Courses or Programs				
	Timeframe	Refunds for Student Defaults (including Withdrawals)	Refunds for Transfers	Refunds when Student Shortens Course
Before commencement of your Course	more than 28 days	75% of the tuition fees for your Course, minus Administration Fee	100% of the tuition fees for your Course, minus Administration Fee	75% of the tuition fees for the cancelled weeks/terms, minus Administration Fee
	28 days or less	No refund*	90% of the tuition fees for your Course, minus Administration Fee	No refund
After commencement of your Course	from day 1 to the last day of your Course	No refund	No refund	No refund



* For Courses/Programs longer than ten (10) weeks there will be no refund for ten (10) weeks of their Course/Program and a 75% refund for week 11 onwards.

6 Provider Default, Student Default and Visa Refusal

6.1 Under section 46A of the **ESOS Act** a registered “Provider Default” occurs if:

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

6.2 Under section 47A of the **ESOS Act** a “Student Default” occurs if:

- (a) the student does not start their Course on the agreed starting day (and the student has not previously withdrawn);
- (b) the student withdraws from their Course (either before or after the agreed starting day);
- (c) the student fails to pay an amount he or she is liable to pay UNSW College, directly or indirectly, in order to undertake a Course;
- (d) the student breached a condition of his or her student visa; or
- (e) Misbehaviour by the student.

6.3 In the event of Provider Default or visa refusal, UNSW College will provide a refund as set out in the ESOS Act, Education Services for Overseas Student (Calculation of Refund) Specification 2014, and the table below. In the event of provider default, UNSW College may also offer enrolment in an alternative Course provided by UNSW College at no additional cost to the student.

Provider Default and Visa Refusal	
In the case of Provider Default	Refund amount = weekly tuition fee x weeks in default period*; plus, any application fees
In the case of Visa refusal (proof required) – before the course commences	Equals the amount of your tuition and non-tuition fees, minus the lesser of the following amounts: (a) 5% of the amount of course fees received by the provider in respect of the student before the default day; or (b) \$500.
In the case of Student Default due to Visa refusal (proof required) – after the course commences	Refund amount = weekly tuition fee x weeks in default period*

* default period is defined as the total number of calendar days from the default day (or visa refusal date) to the end of the period for which the student has paid tuition fees in advance. The *Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014* is available [here](#).

6.4 In the event of Student Default, UNSW College will provide a refund as set out in paragraphs 5.8 to 5.14.

6.5 For the avoidance of doubt, where Student Default occurs in relation to one Course/ Program in a Packaged Offer, refunds for all Courses/ Programs (including for subsequent Courses/ Programs with UNSW College) will be calculated in accordance with paragraphs 5.8 to 5.14.

- 6.6 In the unlikely event UNSW College is unable to deliver a course that the student has paid for, and does not offer an alternative course to accept or pay a refund as set out in 6.3, the student can contact TPS for assistance, please go to <https://tps.gov.au>.
- 6.7 The TPS ensures that Overseas Students are able to either:
- (a) complete their studies in another course or with another education provider; or
 - (b) receive a refund of their unspent tuition fees.

7 How to apply for a refund

When requesting a refund a student must:

- 7.1 Submit their request in writing to the UNSW College Student Services Centre or the Admissions and Enrolment Team by filling out a Refund Request form which is available at UNSW College Student Services, together with any requested documentation, and emailing it to: admissions@unswcollege.edu.au;
- 7.2 Notify the UNSW College Admissions and Enrolment Team in writing within 28 days of being notified that their application for a visa has been rejected; and
- 7.3 Include the details, together with supporting evidence, of any compelling and compassionate circumstances relevant to their request.
- 7.4 Refunds of tuition fees will only be paid to the original payer(s) of the tuition fees, using the original payment source (e.g. Bank Account/Credit Card). UNSW College reserves its right to require that documentary evidence of the identity of the original payer(s) is provided before the refund will be processed.

8 Complaints and Appeals

- 8.1 In the event of a complaint, appeal or a dispute between a student and UNSW College, the processes set out in Schedule 2, which is part of UNSW College's Complaints and Appeals Policy, will apply. A copy of the full policy can be found on UNSW College's website. For more details, please refer to paragraph 12.
- 8.2 Complaints can be made in relation to academic decisions and matters, a person's behaviour or administrative matters. Examples include: complaints relating to the code of conduct, attendance, quality of teaching and the refund of fees.
- 8.3 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.

9 Deferral and Suspension Policy

- 9.1 Student must formally advise UNSW College if they are unable to commence their Course. Under Standard 9 of the National Code 2018, a deferment to commencement of studies can only be granted in accordance with UNSW College's Deferral, Suspension and Withdrawal Policy.
- 9.2 For more information, please refer to UNSW College's Deferral, Suspension and Withdrawal Policy which can be found on UNSW College's website: please refer to paragraph 12 for more details.

10 Under 18 Students

- 10.1 Under the *ESOS Act*, there are special requirements relating to the care of students that are under the age of 18 who are studying in Australia under a student visa.



- 10.2 All under 18 students must reside with a parent or guardian or other suitable person approved by the DHA or reside in accommodation approved by their education provider.
- 10.3 All under 18 students agree to abide by UNSW College's Under 18 Student Policy, which can be found on UNSW College's website: please refer to paragraph 12 for more details.

11 Privacy Policy and Personal Information

- 11.1 UNSW College's Privacy Policy set outs how and when students' Personal Information is collected, stored, disclosed and used by UNSW College. The Privacy Policy can be found on UNSW College's website: please refer to paragraph 12 for more details.
- 11.2 Students can access their Personal Information, held by UNSW College, in accordance with the *Privacy Act 1988* (Cth). More information on how to access and correct Personal Information can be found in the Privacy Policy.
- 11.3 By signing the Acceptance Agreement, each under 18 student authorises UNSW College to communicate with their parents, guardians, scholarship or other sponsors, and to UNSW Sydney, information in relation to the student's enrolment, participation and progress in their Course, including information regarding academic results, attendance and personal issues that may affect the well-being of the student.
- 11.4 By signing the Acceptance Agreement, each student authorises UNSW College to communicate with their nominated Education Representative in relation to their enrolment with UNSW College and UNSW Sydney and any changes to their planned course of study. This includes changes to the student's original enrolment such as repeats, withdrawals, releases and enrolment in an alternate program. The release of information to Education Representatives will not include academic results, reasons for withdrawal, where students may study after release or information about personal issues that affect the wellbeing of the student. Please view UNSW College's Privacy Policy, which can be found on UNSW College's website: please refer to paragraph 12 for more details.
- 11.5 The information collected from students by UNSW College in the Application Form, during the enrolment process and during their studies is required to meet UNSW College's obligations under the ESOS Act and the National Code 2018. This information may be used by UNSW College to:
 - (a) ensure that the student is complying with the conditions of their visa and obligations under Australian immigration laws generally;
 - (b) access the VEVO database; and
 - (c) respond to queries from (and provide information to) the Australian Government and designated authorities and, if relevant, the TPS and the ESOS Assurance Fund Manager.
- 11.6 Where Overseas Students authorise UNSW College to purchase OSHC on their behalf with UNSW College's preferred supplier of OSHC (currently Medibank), UNSW College will disclose the Personal Information of such Overseas Students to its preferred supplier for the purpose of ensuring that such students have adequate health insurance while they are in Australia. Students acknowledge and agree that it is a breach of their visa conditions to arrive in Australia before their OSHC has commenced.



- 11.7 Personal Information of students may be disclosed to UNSW Sydney and with other education institutions where required (for example, where a student is seeking to transfer to another provider). Furthermore, where UNSW College identifies that a student is unlikely to meet UNSW College's English entry requirements, UNSW College may disclose the student's personal information, including the student's proposed English requirements, to its recommended English Language Intensive Courses for Overseas Students (ELICOS) providers. ELICOS providers may use this information to reach out to students to discuss their English programs that may be a suitable pathway to UNSW College upon successful completion. If students do not wish to be contacted by UNSW College's recommended ELICOS providers, students may email admissions@unswcollege.edu.au. By signing the Acceptance Agreement, a student consents to this disclosure of their Personal Information in accordance with UNSW College's Privacy Policy. In certain circumstances, UNSW College may disclose personal information to third party suppliers to procure services (e.g. learning management system software) that we need in order to deliver the program to you or administrative matters. In doing so, we will comply with applicable privacy laws.
- 11.8 In some circumstances Personal Information collected from students can be disclosed without the student's consent where authorised or required by law.

12 Where to find UNSW College's Policies, Procedures

- 12.1 All UNSW College Policies, Procedures and the Conditions of Enrolment can be found under the link entitled 'Our Policies' at www.unswcollege.edu.au.

13 Courses at UNSW College

- 13.1 On successful completion of students' UNSW AELP and/or UNSW Foundation Studies programs and/or UNSW Diploma Programs, and subject to obtaining the required grade, students will be accepted into their chosen UNSW Sydney degree program. Student are asked to note that the availability of undergraduate and postgraduate Programs at UNSW may be subject to change closer to the commencement date. Students are advised to contact UNSW Sydney if they have any enquiry in relation to your UNSW degree program.

14 Variations of these Conditions of Enrolment

- 14.1 UNSW College reserves the right to vary these Conditions of Enrolment from time to time. A copy of the current Conditions of Enrolment will be made available on the UNSW College website - please refer to paragraph 12 for more details.



Schedule 1

Non-Tuition Fees 2022

2022	Fee	Payable
AUD \$300	Enrolment Fee	Payable on Acceptance of Offer for Foundation and English Language programs. Packaged offers are only charged once.
AUD \$300	Administration Fee	Payable for all withdrawals and transfers; and for change of class/stream more than once in Foundation and English Language programs.
AUD \$300	Late Payment Fee	Payable when a payment is not made by its due date.
AUD \$150	CAAW Administration Fee	Is payable by those Under 18 students seeking UNSW College to approve their care arrangements and issue them with a CAAW Letter (confirmation of accommodation and welfare letter).
AUD \$49 per week	Under 18 Monitoring Fee	Is payable for students that are Under 18 years of age and have been issued a CAAW Letter by UNSW College. The Monitoring Fee is payable for the period specified in the CAAW.
AUD \$150	Airport pick-up Fee	Is payable for all students who book an airport pick-up through UNSW College.
AUD \$TBC	Overseas Students Health Cover (OSHC)	Is payable by all overseas students on a student visa. The amount payable for OSHC is calculated by the length of your proposed enrolment period. Please contact Student Services to determine actual cost.
AUD \$102.65 per term (Full-time)	Student Service and Amenities Fee (SSAF)	Is payable by Diploma students on a term basis.
AUD \$100	Materials Fee	Payable on Acceptance of Offer for English Language Programs (Applies to International English course only). Packaged offers are only charged once.



Schedule 2

Complaints and Appeals Process

Stage 1: Informal Complaint Process

You are encouraged to attempt to resolve issues that arise informally, by contacting either the original decision maker, Customer Service or a Student Adviser. This should be done as soon as possible after the issue arising.

Stage 2: Formal Review Process

If the Stage 1: Informal Complaint Process does not resolve the Complaint, you may begin the Stage 2: Formal Review Process.

You must:

1. Email a Stage 2: Formal Review Form to complaintsandconduct@unswcollege.edu.au. Hardcopy forms are also available from, and may be submitted to the Student Services Centre.
2. Lodge the Stage 2: Formal Review Form within 10 working days (20 working days in relation to ITRs) of the issue arising or receiving a response to your Stage 1: Informal Complaint.

We will:

1. Refer your Complaint to the appropriate person for investigation and resolution.
2. Acknowledge your Complaint within 10 working days of receiving your Stage 2: Formal Review Form and, in some cases, contact you to arrange an interview.
3. Inform you the outcome of your Complaint, including the reasons for the outcome, within 10 working days of the acknowledgment of your Complaint, or of any interview conducted.

Stage 3: Internal Appeal Process

If you wish to appeal the outcome of a Stage 2: Formal Review Process, you may begin the Stage 3: Internal Appeal Process to have the matter reviewed by the UNSW Global Appeals Committee (or the Compliance Committee if you are appealing against a finding of serious misconduct).

You must:

1. Email a Stage 3: Internal Appeal Form to complaintsandconduct@unswcollege.edu.au. Hardcopy forms are also available from, and may be submitted to, the Student Services Centre.
2. Lodge the Stage 3: Internal Appeal Form within 10 working days of receiving the written outcome of your Stage 2: Formal Review Process.

We will:

1. Acknowledge your appeal within 10 working days of receiving your Stage 3: Internal Appeal Form.
2. Submit your appeal to the UNSW Global Appeals Committee, who will determine the outcome of your appeal within 20 working days of receiving your Stage 3: Internal Appeal Form.
3. Send you a written statement of the outcome of your appeal, including the reasons for the outcome, within 10 working days of the appeal hearing by the UNSW Global Appeals Committee.

Stage 4: External Appeal Process

If you are not satisfied with the outcome of the internal complaints and appeals process you may refer the matter to an external body for an independent review (see section 9 below).

If you commence an external appeal, so that your enrolment can be maintained during the appeal process, you must inform us in writing by emailing complaintsandconduct@unswcollege.edu.au.