



## Formalisation of Enrolment and Written Agreements Policy and Procedure

Reference ESOS/NCP	National Code 2018, Part B, Standard 3: Written Agreements
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### Purpose

In keeping with Education Services for Overseas Students Act 2000 (ESOS Act) and the National Code 2018, Australian Careers Education Pty Ltd (“ACE”) must have a formal written agreement in place between them and overseas students outlining the obligations and rights of both parties.

ACE must:

- have a written agreement with overseas students or intending overseas students they enrol, which may take any form, as long as it meets the requirements under the National Code and the ESOS Act;
- ensure the written agreement is signed by the overseas student
- include information in the written agreement about course details, prerequisites and conditions on enrolment (if applicable), fees, refund and cancellation policies, and the provider’s complaints and appeals processes; and
- advise overseas students of required information.

### Definitions

<b>Enrolment Fee:</b>	The fee payable, as set out in the Student Acceptance Agreement, to make an application to study a Course at ACE. The Enrolment Fee is a non-refundable fee covering the cost of registration. The Enrolment Fee is subject to change.
<b>Course:</b>	A Full-time Registered course or program offered by ACE and registered in accordance with the requirements of the ESOS Act.
<b>Course Fees:</b>	<p>Money that ACE receives, directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• An overseas student or intending overseas student; or</li> <li>• Another person who pays the money on behalf of an overseas student or intending overseas student.</li> </ul> <p>Course fees = tuition fees + non-tuition fees received by the provider in respect of the student) <i>as extracted from Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014</i></p>
<b>ESOS Act:</b>	The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia, as amended from time to time.
<b>Full-time:</b>	The normal amount of study for a particular course, which is approved by the accrediting authority for the course.
<b>National Code:</b>	<p>The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018) supports the National Strategy for International Education 2025 to advance Australia as a global leader in education, training and research.</p> <p>The National Code is a legislative instrument made under the Education Services for Overseas Students Act 2000 and sets nationally consistent standards to support</p>

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	providers to deliver quality education and training to overseas students.
<b>Principal Course:</b>	The main course or program of study to be undertaken by a student where a student visa has been issued for multiple courses of study. The principal course or program of study would normally be the final course or program of study where the overseas student arrives in Australia with a student visa that covers multiple courses.
<b>Student:</b>	A student who is enrolled at ACE or a prospective student and who is defined as an 'overseas student' in the National Code, holding a student visa as defined by the ESOS Act.
<b>Study Period:</b>	One term of study.
<b>Provider Default</b>	<p>Where the registered provider fails to provide a course or ceases to provide a course to an overseas student within the meaning of section 46A of the ESOS Act as defined below:</p> <p>A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:</p> <p>(a) either of the following occurs:</p> <ul style="list-style-type: none"> <li>(i) the provider fails to start to provide the course to the student at the location on the agreed starting day;</li> <li>(ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and</li> </ul> <p>(b) the student has not withdrawn before the default day</p> <p>(c) the course is not provided in full to the student because a sanction has been imposed on ACE or any other reason.</p>
<b>Student Default</b>	<p>Where an overseas student does not start a course or withdraws from a course as defined in section 47A(2) of the ESOS Act as follows:</p> <p>An overseas student or intending overseas student defaults, in relation to a course at a location, if:</p> <p>(a) 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</p> <p>(b) the student withdraws from the course at the location (either before or after the agreed starting day); or</p> <p>(c) 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 events:</p> <ul style="list-style-type: none"> <li>(i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;</li> <li>(ii) the student breached a condition of his or her student visa;</li> <li>(iii) misbehaviour by the student.</li> </ul> <p><b>In all of the aforementioned instances of student default, ACE will notify the TPS Director and DHA via PRISMS within 5 business days of the default occurring.</b></p> <p>Note: a student default may occur only after all internal and external appeals processes have been exhausted.</p>
<b>Tuition Fees:</b>	<p>Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are "directly related to the provision of a course that the provider is providing, or offering to provide, to the student".</p> <p>Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:</p>

<b>Non-Tuition Fees:</b>	<ul style="list-style-type: none"> <li>• tutorials and tutoring sessions</li> <li>• lectures</li> <li>• additional requisite training including practicums and practice hours</li> <li>• ancillary costs for fieldwork, excursions or laboratories</li> <li>• specialist materials that are mandatory and relate to the provision of the course.</li> </ul> <p>Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.</p>
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## 1.0 Policy

1.1 This policy applies to:

- International students defined as ‘overseas students’ in the National Code.
- Staff involved in the payment and refund of all international tuition fees paid to the ACE.

1.2 ACE 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.

1.3 ACE ensures that the written agreement sets out the services to be provided, the payable fees and information in relation to refunds of course money.

1.4 ACE’s policy stipulates that to confirm that the student has entered into the written agreement; the written agreement must be signed by the student. i.e. a student signs the agreement or accepts the agreement via written correspondence.

1.5 The written agreement must provide an information that while a student is enrolled at ACE and accesses the complaints and appeals processes of the college, this does not remove the right of students to take action under Australia’s consumer protection laws” as outlined in Standard 3 of the National Code 2018 *“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”*

## 1.7 Written Agreements

The written agreement must include, but not limited to, the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and provider default:

- a. The course or courses in which the student is to be enrolled and any conditions on his or her enrolment;
- b. An itemised list of course money payable by the student;
- c. Information in relation to the services to be provided and fees payable;
- d. Information in relation to the **refunds of course money** (see Appendix A *“Refund Policy”*) in the case of student and ACE default, including:
  - i. Amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of ACE);
  - ii. Processes for claiming a refund;
  - iii. A plain English explanation of what happens in the event of a course not being delivered; and

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- iv. A statement that *“This agreement, and the availability of complaints and appeals process, does not remove the right of the student to take action under Australia’s consumer protection laws.”*
- e. The Refund Policy will be added to the Letter of Offer and Student Acceptance Agreement as an appendix, namely ‘Appendix A’.

**Change of Personal Information**

- f. The circumstances in which personal information (i.e. personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition) about the student may be shared between ACE and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS) and the ESOS Assurance Fund Manager. This statement will read as follows:
  - i. *“I agree that information collected on this agreement and during your enrolment will be used to meet ACE’s obligations under the Education Services for Overseas Students (ESOS) Act (2000), Regulations (2001) and National Code (2018), and to ensure compliance with the conditions of my student visa and my obligations under Australian immigration laws in general. The authority to collect this information is contained in the Education Services for Overseas Students Act (2000), Education Services for Overseas Students Regulations (2001) and National Code of Practice for Registration Authorities and Providers of Education to Overseas Students (2018). Information is required to be provided in accordance with the Victorian VET Student Statistical Collection Guidelines (which are available at <http://www.education.vic.gov.au/training/providers/rto/Pages/datacollection.aspx>). Information collected about you from this written agreement and during the enrolment process can be provided, under certain circumstances, to the Australian Government and designated authorities, and, if relevant, the Tuition Protection Service (TPS). This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition. In other instances, information collected via this written agreement and/or during your enrolment can be disclosed without your consent where authorised or required by law. Further information can be found at <https://aei.gov.au/regulatory-information/pages/regulatoryinformation.aspx>”*

**1.6 Change of Address**

- a. The student’s obligation to notify ACE of a change of address while enrolled in a course within 7 days of the change.

*NB: Section 21 of the ESOS Act requires ACE to maintain a students’ current address and to update the address in PRISMS every 6 months.*

1.7 Letters of Offer and Student Acceptance Agreements must be printed on ACE’s letterhead.

1.8 The formatting of the Letter of Offer and Student Acceptance Agreement should be as displayed in 3.5 Letter of Offer and Student Acceptance Agreement (Sample). Staff should be careful to ensure that the Letter of Offer and Student Acceptance Agreement correctly identify the course(s) and corresponding course fees in accordance with the student’s application for enrolment.

**1.10. Acceptance of Course Monies**

- ACE cannot accept course money from a student until the students has signed and accepted the written agreement. The accepted agreement copy will be stored in the student’s file.

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- ACE accepts payments into their nominated bank account via the following methods: cheque, money order, direct transfer, cash or via EFTPOS.
- In the event that a student sends course money via post (through a cheque or money order) or makes payment into ACE's bank account prior to ACE receiving the accepted written agreement; ACE will not use the course money received and will immediately contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until ACE receives the accepted written agreement. In this case, ACE will document on the student's file the action taken to notify the student or the agent that the enrolment cannot be progressed and will keep evidence that the money has not been used.
- In the event that money has inadvertently been received by ACE prior to the student accepting the written agreement, ACE will hold (but not use) the students' funds for a maximum of 4 weeks before actively endeavouring to return the funds to the student.
- ACE's letter of offer will actively discourage the receipt of money into their account prior to the receipt of the written agreement by instructing students to send the accepted agreement through to ACE before arranging any payment. This will be done so via a statement in the letter of offer.
- ACE will accept receipt of the accepted written agreement via post, email or facsimile.
- ACE will not receive, in respect of an overseas or intending overseas student, more than 50% of the student's total tuition fees for a course before the student has begun the course.

## 2. Procedure

### 2.1 Pre-Enrolment Information (Step 1)

Each potential applicant will be able to access the *Pre-Enrolment Brochure* prior to enrolment to ensure an informed decision can be made to study with ACE. This information will also be made available for download on ACE's website ([www.ace.vic.edu.au](http://www.ace.vic.edu.au)).

The Pre-Enrolment Brochure may be distributed to prospective applicants by the means of:

- Face to face meetings (Including authorised agent representatives)
- Email
- Download from ACE's website
- Provided to the student via their Education Agent

**2.2** Please refer to the *Student Engagement prior to Enrolment Policy and Procedures* to obtain detailed information with regards, but not limited to, the following:

- Minimum entry requirements (to enrol to a course), such as:
- Age requirement
- Educational requirements
- English Language requirements
- The name and contact details of any third party that will be providing training and/or assessment, and related educational and support services to the learner on the RTO's behalf including workplace facilities (e.g. Work-Based Training arrangement).
- All other information as prescribed in the *Student Engagement prior to Enrolment Policy and Procedures*.

### 2.3 Student Application Form (Step 2)

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Any applicant wishing to study with ACE must complete an *Enrolment Form* to initiate the enrolment process. The enrolment form shall be available by contacting ACE's Office Administrator, one of ACE's education agent, or via ACE's website.

- 1) Any application to study with ACE will incur a non-refundable application fee of AU\$200.00
    - This fee provides no guarantee of enrolment and is only related to having the application assessed
    - No application will be assessed without appropriate payment of application fee
  - 2) The Enrolment Form will collect the following applicant details:
    - Data regarding the student's current skills and competencies relevant to the qualifications that they are applying to enrol in.
    - Prospective applicant's details
    - Course(s) the applicant is wishing to enrol
    - Evidence of entry requirements
    - Application fee payment details
    - Request for student entry requirements as below
- The Records Manager shall assess each application individually and will determine if the applicant has met all entry requirements. Where the applicant has not provided all required evidence to meet the entry requirements the prospective applicant shall be contacted to inform them of the required evidence outstanding.
  - All successful applicants will be provided with a *Letter of Offer and Student Acceptance Agreement*. A student file will be created and all evidence submitted for application shall be maintained.
  - An Enrolment Checklist template will be added to the Student's File and continued to be addressed throughout the enrolment / orientation process to ensure that all processes have been covered. This will be endorsed by the Records Manager.
  - Unsuccessful applicant is to be notified in writing via an email of the decision including the reasons the application to study was rejected.

#### 2.4 Issuing a 'Letter of Offer and Student Acceptance Agreement' (Step 3)

As soon as the Records Manager receives all the evidences of the student entry requirements, the Records Manager will issue the student with a Letter of offer and student acceptance agreement.

##### **Part 1: Letter of Offer**

- The Letter of Offer will summarise the enrolment process, notify applicants that they have been successful through the application stage, and direct them to complete and sign the Student Acceptance Agreement (Part 2) and pay applicable fees to confirm their enrolment.
- The Letter of Offer must include the following information at a minimum:
  - a. Identify the outcome of the application to study with ACE
  - b. Identify the proposed course details, including the study period start and end dates, total study period (in weeks), fee per study period, course duration, delivery location and location of work-based training (if applicable).
  - c. The required steps to confirm enrolment including completing and signing the Student Acceptance Agreement and payment of applicable fees.
  - d. ACE's preferred methods of payments and the bank details where the initial payment will be paid to.
  - e. That the student will be required to attend orientation prior to commencing their course
  - f. All other details as mentioned in Pre-Enrolment Brochure

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## **Part 2: Student Acceptance Agreement**

- The 'Student Acceptance Agreement' shall act as the enrolment agreement between ACE and the student and must be signed and returned to ACE as an indication that the applicant accepts the terms and conditions that will be imposed when studying with ACE.
- The Written Agreement must contain the following information at a minimum:
  - Identify the course or courses in which the applicant is to be enrolled and any conditions on his or her enrolment;
  - Provide an itemised list of course money payable by the applicant;
    - o Including duration of study periods
    - o Fees per study period
    - o Schedule of payments required
  - Provide information in relation to refunds of course money. The refund information is to include details of the following in the case of applicant or provider default:
    - o amounts that may or may not be repaid to the applicant (including any course money collected by education agents on behalf of the registered provider)
    - o processes for claiming a refund
    - o a plain English explanation of what happens in the event of a course not being delivered, and
    - o a statement that "This agreement, and the availability of complaints and appeals processes, does not remove the right of the applicant to take action under Australia's consumer protection laws."
  - Set out the circumstances in which personal information about the applicant may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the applicant of a applicant visa condition; and
  - Advise the applicant of his or her obligation to notify the registered provider of a change of address while enrolled in the course
  - Be signed by the authorised delegate of ACE.
- The Student Acceptance Agreement will also include the applicant's declaration that includes all enrolment conditions.
- Acceptance into a course of study with ACE is confirmed when the potential applicant has signed and submitted the Written Agreement and appropriate payment and documentation to support their enrolment.

### **2.5 Payment of the required fees (as mentioned in the written agreement) (Step 4)**

### **2.6 Issuance of COE (Step 5)**

ACE will issue the COE or COEs (for packaged courses), upon receipt of all relevant documents, including the signed Student Acceptance Agreement, and the required initial payment from the student.

### **2.7 Orientation (Step 6)**

*This section outlines the process for Orientation. This should be read in conjunction with the Orientation Program section in the Student Support Services Policy which outlines the details of what the student is taken through with the SSSO.*

At least 7 days prior to the scheduled Orientation Day, ACE will issue the Students with an Orientation Letter advising them of the planned schedule of the orientation day, the documents that are required to be presented by the Student to ACE on their orientation day, and an overview of the orientation program.

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### **Orientation Program:**

Orientation may take place on a one-on-one basis with the Student Support Services Officer (SSSO) or in a group setting, facilitated by the SSSO. Orientation is held at ACE's Head Office. The following will take place during the orientation program:

- The student will be received by the Records Manager who will collect and verify original documents provided by the student during enrolment (if not already verified by ACE previously).
- The student is to provide the Records Manager with a copy of the OSHC card or discuss arranging this if not already acquired
- The student will then be taken to the SSSO to commence the orientation process which includes (but not limited to):
  - A guided tour of Australian Careers Education, including information about travelling to and from the campus, work-based training location (if applicable) and Head Office via public transport, information about campus facilities and resources
  - Students shown the location of fire exits, toilets and evacuation plan
  - Photo taken and student issued with an ACE Student Identification Card
  - Providing the student with a copy of the Student Induction Kit which contains:
    - Student Handbook
    - Course Timetable
    - Student Support Services Guide
    - Student Support Quick Reference Guide
  - The SSSO takes the student through relevant policies and procedures and other important information (see Student Services policy for more information)
  - The student is reminded of their Visa Conditions, including their obligations to inform ACE of a change of address while enrolled in the course within 7 days of the change.
  - The student is shown where to access Beyond Blue and Local Support Services Information (Head Office)
  - The student is provided a copy of the Agent Student Appraisal Interview Form to complete with the SSSO. This will be collected by the SSSO and placed in the relevant Agent's file in preparation for the Annual Agent Appraisal.
- At the conclusion of the Orientation Program, the student and SSSO initial and sign the Orientation Checklist to verify that the orientation program has been completed.
- The Orientation Checklist is stored in the Student's File

### **3. Records**

- The following documents will be stored in the student's file (as a minimum):
  - All personal documents relevant to the student's enrolment
  - Enrolment Form
  - Offer Letter and Student Acceptance Agreement
  - Enrolment Checklist
  - Orientation Checklist
- The Office Administrator will ensure that the student file records on the student management system are kept up to date.
- Any original documents submitted as part of the enrolment process will be copied, sighted as originals during orientation and maintained on the student file. All originals will be returned to the student.

### **4. Procedure regarding Enrolled Students wishing to Change their Enrolled Course**

1. Students must complete a new student enrolment form and submit it to the Office Administrator for review.
2. If the student's application is accepted, then the Student will receive an Offer Letter and Student Acceptance Agreement. If the student's application is rejected then the student will be advised of such via a *Rejection Letter*.

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3. Students who wish to accept the agreement must sign the Offer Letter and Student Acceptance Agreement and return to the Records manager.
4. Upon receipt of the Signed Offer Letter and Student Acceptance Agreement for the new course, the Records Manager will create a new eCoE within 14 days and/or before student commences his/her course. (See *Procedure for Acceptance of Place* instructions above for details required in the eCoE).  
NB: The students' course variation will be documented on PRISMS.

#### 5. Change of Address

1. ACE will distribute reminder notification letters to students of their obligation to notify their provider of a change of address while enrolled in a course every 6 months. Reminders will be in the form of letters to their postal address or email (whichever the student has elected as their preferred method of contact during orientation).
2. Distribution of reminder notification letters will be undertaken by the Office Administrator every 6 months.
3. Students will also be reminded of their obligation to inform ACE of a change of address while enrolled in a course within 7 days of the change at enrolment (as noted on the Student Agreement) and during orientation.

### 3) Implementation

This Procedure will be implemented using the following strategies:

1. Documented on ACE's website under the Policies tab and students advised via the Pre-Enrolment Brochure, Letter of Offer and Student Acceptance Agreement, Student Handbook, during orientation and notices on the campus/head office notice boards.
2. Notification to all staff members via the Staff Manual and during staff inductions/meetings (as changes are made).
3. CEO and Compliance Officer endorsing the implementation of the ESOS Framework of any updates.

### 4) Responsibilities

- Records Manager
- Finance Officer
- Student Support Services Officer
- Office Administrator
- CEO
- Compliance Officer

### 5) Policy Base

- Education Services for Overseas Students Act 2000.
- ESOS Regulations 2001.
- The ESOS (Registration Charges) Act 1997.
- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (The National Code).

### 6) Primary Forms

- 3.1 Enrolment Form
- 3.5 Letter of Offer and Student Acceptance Agreement
- 3.7 Enrolment Checklist

### 7) Secondary Forms

- Student Handbook
- Pre-Enrolment Brochure
- Staff Handbook

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