

# Formalisation of Enrolment and Written Agreements Policy

## 1 PURPOSE

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This policy has been developed to satisfy the requirements of The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as ‘the National Code 2018’ Standard 3

To ensure that there is a formalised process for enrolment of overseas students with written agreements in place to protect the rights and clearly set out the responsibilities of both ACCS and the overseas student, as well as the courses and related education services to be provided, tuition and non-tuition fees payable, and refund policies.

This policy supports prospective students seeking to enrol receive fair, equitably and transparent treatment, providing guidance for staff in relation to issuing of offer and acceptance agreements.

## 2 SCOPE

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This policy relates to all staff responsible for processing Overseas Student applications for admission and all overseas students and intending overseas students, regardless of whether they are onshore or offshore at time of application. ACCS defines the written agreement with the student as being the Letter of Offer and Acceptance of Offer.

## 3 POLICY STATEMENT

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- 3.1 All overseas students or intending overseas students must enter into a written agreement with ACCS as part of the formalisation of their enrolment, prior to acceptance of fees. <sup>(3.1)</sup>
- 3.2 The written agreement must adhere to all requirements in the ESOS Act, and additionally, must include the following information in plain English:
  - a) Outline of the course or courses in which the student is to be enrolled.
  - b) Expected course start date and the location(s) of course delivery.
  - c) Any and all modes of study for the course, including compulsory online tasks, work-based training requirements, placements, and/or any other community-based learning or collaborative research arrangements.
  - d) A complete outline of any prerequisites necessary to enter the course or courses, including English language requirements and any conditions imposed on the student’s enrolment.
  - e) All fee payable information, including tuition fees and the periods to which those tuition fees relate. 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).
  - f) Details of any potential 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,
    - any other circumstances in which additional fees may apply.

- g) Provide a privacy statement stating circumstances in which personal information about the student may be disclosed by ACCS, the Commonwealth (including the TPS), or state or territory agencies, in accordance with the Privacy Act 1988.
- h) Complaints and appeals methods including internal and external processes, in accordance with Standard 10 Complaints and appeals (see Complaints and Appeals Policy).
- i) State the responsibility of the student for keeping a copy of the written agreement, and receipts of any payments of tuition fees or non-tuition fees.
- j) Written agreements will contain a requirement of the overseas student that throughout their studies they must notify ACCS of the following:
  - student contact details; email, phone and residential address,
  - emergency contact details,
  - update these required details within seven days of any changes.
- k) The agreement must only use links to provide supplementary material

### 3.3 REFUNDS INFORMATION

The following information must be included within the written agreement, as a requirement of the ESOS Act, relating to refunds and default:

- details of any amounts of monies to be paid or not repaid to the overseas student whether or not these amounts are tuition fees, including those monies collected by education agents on behalf of the or registered provider,
- processes for claiming a refund,
- specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement,
- clear explanation of what happens should a course not be delivered, including the role of the TPS (see Tertiary Protection Scheme section of this policy, this information also within Letter of Offer and Acceptance),
- 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”.

3.4 Accepted written agreements may be submitted in person, email or post.

### 3.5 ACCEPTANCE OF COURSE MONIES

3.5.1 Fees will not be accepted 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.

3.5.2 Should a student send money via post or make payment into the nominated bank account prior to receipt of the accepted written agreement; the money received will not be used and immediate contact will be made with the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the accepted written agreement is received. In this instance, the student’s file will document the action taken to notify the student or the agent and retain evidence that the money has not been used.

3.5.3 The letter of offer will actively discourage the receipt of money into their account prior to the receipt of the written agreement by instructing students in clear English to send the accepted agreement through prior to making any payment. This will be done so via a statement in the letter of offer.

3.5.4 A copy of all written agreements and receipts of student payments made under such agreements are to be retained for a minimum of two years after the student ceases to be an accepted student.

- 3.5.5 ACCS will not accept more than 50% of the student's total tuition fees for a course before the student has begun the course, unless the student wishes to pay the course in full.
- 3.5.6 VET Fees must be paid before the teaching period, unless a payment plan has been approved.
- 3.6 Should the overseas student be granted credit transfer or RPL resulting in a reduction in course length, ACCS will:
- inform the student of the reduced course duration and ensure the confirmation of enrolment (CoE) is issued only for the reduced duration of the course, and
  - report any change in course duration in PRISMS if course credit or RPL is granted after the overseas student's visa is granted.

## 4 RESPONSIBILITIES

Staff	Area of responsibility
Principal	Approval Authority
Registrar and VET Coordinator	Development/Review
Registrar	Monitoring and Evaluation
Dean of Academics	Compliance
Registrar	Implementation

The Registrar will ensure distribution of pre-enrolment Information materials to prospective applicants by various means including:

- Face to face meetings
- Email
- Download from Website

For VET Students the VET Coordinator will ensure applicants receive a training plan prior to their letter of offer. All requests for course information shall be recorded by the Registrar. All receipts for payments made by students as well as all written agreements will be retained for the appropriate time frame by the Registrar.

## 5 RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standard 3
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

## 6 RELATED POLICIES AND PROCEDURES AND DOCUMENTS

- Letter of Offer and Acceptance of Offer
- Enrolment Procedures
- Admission Criteria for Enrolment Policy
- Engagement Prior to Enrolment Policy and Procedures
- Refunds Policy
- Student Fees and Charges Policy