

## P.05.03a

# Formalisation of Enrolment and Written Agreements Policy and Procedures

### 1.0 INTRODUCTION

1.1 In line with the National Code of Practice for Providers of Education and Training to Overseas Students - National Code 2018, Standard 3, AVETA has specifically design this policy and procedure to ensure that it has a written agreement with all overseas students or intending overseas students, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. AVETA's written agreement will meet all the requirements of the ESOS Act and the National Code.

1.2 In addition to all requirements in the ESOS Act and National Code, AVETA's written agreement will be in plain English and will:

- outline the course (or courses e.g. in package of 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 work placement
- 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 AVETA, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988
- outline AVETA's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
- state that the student is responsible for keeping a copy of the written agreement as supplied by AVETA, and receipts of any payments of tuition fees or non-tuition fees
- only use links to provide supplementary material.

1.3 AVETA will include in its 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:

- 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 AVETA)
- the 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 ESOS Act
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- 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”.

1.4 AVETA will also include in its written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with AVETA will notify AVETA of their contact details including:

- their 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 any change.

1.5 AVETA will records of all written agreements as well as receipts of payments made by students under a written agreement for at least 2 years after the person ceases to be an accepted student.

1.6 Before proceeding with an enrolment AVETA’s enrolment officer will ensure that the student has completed a declaration that they have read and understood AVETA’s information related to the course in which they are about to enrol.

## 2.0 REFERENCES

- The ESOS Act 2000
- The Privacy Act 1988, Section 14 – Information Privacy Principles
- Plain English Guidelines to Information Privacy Principles 8–11.
- ESOS National Code (2018): Standard 3
- Standards for Registered Training Organisations 2015

<b>3.0 APPLICATION FOR INTERNATIONAL STUDENTS</b>	
<b>3.1 POLICY</b>	<b>3.2 PROCEDURE</b>
<p>a) Pre Enrolment – all International students must undergo a pre-enrolment assessment by AVETA’s Administration Department to determine:</p> <ul style="list-style-type: none"> <li>i) their interest in an English or Vocational course</li> <li>ii) their country of origin and Visa status</li> <li>iii) career goals and pathway</li> </ul> <p>b) Pre Enrolment declaration - all International students must complete a declaration relating to the information of their course.</p>	<p>a) In receiving an enrolment application from an international student:</p> <ul style="list-style-type: none"> <li>• AVETA’s Administration Officer will ensure that the applicant is given or can access AVETA’s Pre-Enrolment Information Sheet(s) for the relevant course(s).</li> <li>• Student completes the information declaration about their course</li> <li>• The applicant will fill out a Pre-Enrolment Form and provide the completed and signed form together with the original copies of all relevant supporting documentation.</li> <li>• The Administration Officer will determine whether the applicant’s English language proficiency is appropriate for the course for which enrolment is being sought based on the documentation the potential student provides (they will need to provide original documentation of entry level English language proficiency).</li> <li>• The Administration Officer shall alert AVETA’s ELICOS Training Co-ordinator when an international student cannot provide evidence of IELTS score or equivalent of 5.5.</li> <li>• The ELICOS Training Co-ordinator will arrange for a English Proficiency Assessment to determine whether or not the student has the required level of English Proficiencies for entry into a Vocational Course; if not arrange for the student to undertake a further assessment Placement Assessment to determine which level of AVETA’s General English Course they should be placed in with an exit level of Intermediate so that they can meet the English language proficiency entry requirements for Vocational courses onj AVETA’s scope of registration.</li> <li>• Where an applicant has met the course entry requirements of AVETA, the Administration Officer will commence the Enrolment procedure.</li> <li>• Prior to accepting a student for enrolment in a course, AVETA will provide, in print or through referral to an electronic copy, current and accurate information regarding the following: <ul style="list-style-type: none"> <li>a. the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable</li> <li>b. the course content and duration, qualification offered if applicable, modes of study and assessment methods</li> <li>c. campus locations and a general description of facilities, equipment, and learning and library resources available to students</li> <li>d. indicative course-related fees including advice on the potential for fees to change during the student’s course and applicable refund policies</li> <li>e. information about the grounds on which the student’s enrolment may be deferred, suspended or cancelled</li> <li>f. a description of the ESOS framework made available electronically by DEEWR, and</li> <li>g. relevant information on living in Australia, including: <ul style="list-style-type: none"> <li>i. indicative costs of living</li> <li>ii. accommodation options</li> </ul> </li> </ul> </li> </ul>

<b>4.0 ENROLMENT OF INTERNATIONAL STUDENTS</b>	
<b>4.1 POLICY</b>	<b>4.2 PROCEDURE</b>
<p>a) AVETA will enrol International Students only when they are able to satisfy all the entry requirements and providing original supporting documents for all Vocational and English courses on AVETA’s scope of registration</p>	<ul style="list-style-type: none"> <li>• The Administration Officer will inform the applicant of the fees and charges (including the administration fees payable for any changes to their enrolment), the duration of the course, and the next intake date.</li> <li>• The Administration Officer shall provide the applicant with a Letter of Offer, Agreement and Payment Plan.</li> <li>• The student or the person responsible for paying the fees will be required to declare that they have chosen to pay more than 50% of the total tuition fee.</li> <li>• The written agreement will include: <ul style="list-style-type: none"> <li>○ information about the AVETA’s refund policy</li> <li>○ set out the circumstances in which personal information about the student may be shared with others (e.g. between AVETA and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition)</li> <li>○ advise the student of their obligation to notify AVETA of a change of address while enrolled in the course.</li> <li>○ provide an itemised list of course money payable by the student</li> <li>○ provide information in relation to refunds of course money</li> <li>○ amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider)</li> <li>○ the processes for claiming a refund</li> <li>○ a plain English explanation of what happens in the event of a course not being delivered</li> <li>○ a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.</li> <li>○ AVETA’s process for students who wish to lodge a formal complaint or appeal</li> </ul> </li> <li>• If the student accepts the offer by signing and returning the completed Agreement and Payment Plan. On receipt of the initial deposit (by the student or Education Agent) the Administration Officer will issue the CoE. (ie an electronic confirmation of enrolment through PRISMS).</li> <li>• Where course credit is granted, <b>before</b> the student visa grant, AVETA will indicate the actual net course duration (as reduced by course credit) in the confirmation of enrolment issued for that student for that course</li> <li>• If the course credit is granted <b>after</b> the student visa grant, AVETA will report the change of course duration via PRISMS within 14 days of the grant</li> <li>• The responsibility for applying for and providing the original copy of the visa notification to AVETA at this point is with the student.</li> </ul>

	<ul style="list-style-type: none"> <li>• On receipt of the original copy of the visa the Administration Officer will give the Enrolment Form to the student to complete, sign and date. At this time the student will be advised of the start date of their course and the date of their induction</li> <li>• The Enrolment Officer will enter the enrolled student's contact detail into VETtrak as well generating a VETtrak identifier for the student.</li> <li>• AVETA will provide information to students that will enable them to follow the procedures for deferring or temporarily suspending their studies, including granting a leave of absence, during the course through formal agreement in certain limited circumstances</li> <li>• AVETA will inform students prior to their enrolment of the grounds on which their enrolment may be deferred, suspended or cancelled and that deferment, suspension or cancellation of enrolment may affect his or her student visa.</li> <li>• AVETA will inform students that they would be required to undertake a Language, Literacy, and Numeracy (LLN) assessment prior to their enrolment or commencement (whichever is the earliest), so that AVETA can determine if the student needs additional LLN support during their studies. AVETA uses LLN Robot system which provides a gap analysis as well as recommended activities for the monitoring and evaluation of the support being provided.</li> <li>• Should AVETA initiate the suspension or cancellation of a student's enrolment, AVETA will notify the student of its intention and allow the student 20 working days to access AVETA's internal complaints and appeals process, unless extenuating circumstances relating to the welfare of the student apply.</li> <li>• AVETA will inform the Department of Education, via Provider Registration and International Student Management System (PRISMS) when a student's enrolment is deferred, suspended or cancelled</li> <li>• If the student appeals the decision to defer, suspend or cancel his or her studies, the provider must not notify the Department of Education of a change to the enrolment status until the internal complaints and appeals process is completed.</li> <li>• AVETA will only defer or temporarily suspend the enrolment of the student on the grounds of             <ol style="list-style-type: none"> <li>a. compassionate or compelling circumstances (for example, illness where a medical certificate states that the student is unable to attend classes); or</li> <li>b. misbehaviour by the student.</li> </ol> </li> </ul>
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<b>5.0 ENROLMENT OF STUDENTS HOLDING AN INTERNATIONAL VISA WITH CONDITIONS</b>	
<b>5.1 POLICY</b>	<b>5.2 PROCEDURE</b>
<p>a) AVETA will enrol overseas students who hold a visa with study conditions /entitlements attached to their visa.</p>	<p>a) On receiving an enrolment enquiry or application from an overseas student who has a visa with study conditions/entitlements attached to it, AVETA will ensure that by enrolling the student in a course of full time study that this enrolment is not contrary to the visa conditions and if deemed so will counsel the student advising them that the actions they are taking may result in the cancellation of their visa.</p> <ul style="list-style-type: none"> <li>• The applicant will be required to fill out an Enrolment Form and provide original copies of all relevant supporting documentation.</li> <li>• The Administration Officer shall assess whether the applicant's qualifications are appropriate for the course for which the enrolment is being sought.</li> <li>• The Administration Officer must only accept a student's enrolment where a student is able to satisfy the applicable course entry requirements.</li> <li>• Where an applicant has met the course entry requirements of AVETA. The administration officer will process the enrolment</li> </ul>

<b>6.0 Tuition Protection Service</b>	
<b>6.1 POLICY</b>	<b>6.2 PROCEDURE</b>
<p>a) AVETA will 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.</p>	<p><b>Step 1 -AVETA default occurs</b> Where AVETA defaults, in relation to an overseas student or intending overseas student and a course at a location, if:</p> <ul style="list-style-type: none"> <li>• AVETA fails to start providing the course to the student at the location on the agreed starting day; or</li> <li>• 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.</li> </ul> <p><b>Step 2 -AVETA Notifying the Secretary, the TPS Director and students</b></p> <ul style="list-style-type: none"> <li>• AVETA will notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. AVETA will also notify students, in writing, in relation to whom AVETA have defaulted.</li> </ul> <p><b>Step 3 -AVETA obligation period</b></p> <ul style="list-style-type: none"> <li>• AVETA within 14 days after the day of the default will satisfy AVETA's tuition protection obligations to the student</li> </ul> <p><b>Step 4 –AVETA's Notification of the outcome and discharge of obligations</b></p> <ul style="list-style-type: none"> <li>• AVETA will give notice to the appropriate Authorities within 7 days after the end of the obligation period</li> </ul>

	<p><b>Student Default –as per Part 5, Division 2, Subdivision B of the ESOS Act</b></p> <p>The following Steps outline AVETA’s TPS process in a case of a student default:</p> <p><b>Step 1 -Student default occurs</b></p> <p>An overseas student or intending overseas student defaults, in relation to a course at AVETA’s location, if:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• the student withdraws from the course at the location (either before or after the agreed starting day); or</li> <li>• AVETA refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: <ul style="list-style-type: none"> <li>○ the student failed to pay an amount payable to AVETA for the course;</li> <li>○ the student breached a condition of his/her student visa;</li> <li>○ misbehaviour by the student (Note: the student is entitled to natural justice)</li> </ul> </li> </ul> <p><b>Step 2 –AVETA notifying the Secretary and the TPS Director</b></p> <ul style="list-style-type: none"> <li>• AVETA will notify, in writing, the Secretary and the TPS Director of the default within 5 business days of the default occurring.</li> </ul> <p><b>Step 3 –AVETA obligation period</b></p> <ul style="list-style-type: none"> <li>• If a student or intending student defaults AVETA 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.</li> <li>• AVETA will pay the refund within 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.</li> </ul> <p><b>Step 4 –AVETA notification of the outcome and discharge of obligations</b></p> <ul style="list-style-type: none"> <li>• Within 7 days after the end of the obligation period AVETA will give a notice to the Secretary and the TPS Director of the outcome of the discharge of AVETA’s obligations</li> </ul>
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