



AUSTRALIAN NATIONAL COLLEGE

FORMALISATION OF ENROLMENT AND WRITTEN AGREEMENT POLICY AND PROCEDURES

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POLICY:

This policy upholds the principle that all prospective students seeking to enrol with ANC are treated fairly and equitably and provides a procedure for staff in relation to assessing overseas student application for admission, and issuing offers letter and Student acceptance agreements. ANC has an open, fair and transparent policy that is based on clearly defined entry requirements for making decisions about the selection of ANC prospective students.

The purpose of this policy is to indicate the requirements of the Enrolment Acceptance Agreement that is to be accepted prior or at the same time as accepting course money from students.

SCOPE:

This policy ensures that the "obligations and rights" of ANC and the student are clearly set out; including the outlining the course or courses in which the student is to be enrolled, any prerequisites necessary to enter the course or courses, tuition and non-tuition fees, refund policies, enrolment fee and any conditions imposed on the student's enrolment and services that ANC is obliged to supply to students.

This policy applies to:

- Students enrolled at ANC
- ANC Marketing, Admissions, Academic, Student Services and Administrative staff.

All staff are made aware of the requirements of this policy through regular meetings, staff updates and continuous improvement practices. Students are made aware of this policy through the Student Handbook, during the enrolment and orientation processes and also throughout the course.

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DEFINITIONS:-

<i>Enrolment Fee:</i>	<i>The fee payable, set out in the student enrolment, to make an application to study a course at ANC. The enrolment fee is a nonrefundable fee covering the cost of registration; the enrolment fee is subject to change.</i>
<i>Course</i>	<i>A structured and integrated program of education, usually consisting of a number of units of study leading to the award of a qualification. For more information ref:- www.training.gov.au</i>
<i>Course Fees:</i>	<p><i>The money received by ANC for providing the course to the student and includes:</i></p> <ul style="list-style-type: none"> ✓ <i>Tuition fees.</i> ✓ <i>Any amount received by ANC that must be paid to a registered health benefits organization on behalf of the student.</i> ✓ <i>Any other amount the student has paid, directly or indirectly, to the institute in order to undertake the course e.g. material fee.</i> ✓ <i>A non-refundable fee covering the cost of registration.</i> ✓ <i>A non-refundable airport reception and accommodation booking fee (where applicable).</i> ✓ <i>Fees are subject to change.</i>
<i>ESOS Act</i>	<i>The Education Services for Overseas Students Act (2000) of the Commonwealth of Australia, as amended from time to time.</i>
<i>National Code</i>	<i>National Code of Practice for Providers of Education and Training to Overseas Students 2018 https://internationaleducation.gov.au/Regulatory-Information/Pages/National-Code-2018-Factsheets-.aspx</i>
<i>Student</i>	<i>A student who is enrolled at ANC and includes both prospective students and Currently enrolled students who are 'overseas students' as defined in the National Code and hold student visas as defined by the ESOS Act (2000).</i>

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<i>Tuition Fees:</i>	<i>The fees for enrolment in a course determined by the Institute and advised in the Letter of Offer, as being the tuition fees for the course.</i>
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REQUIREMENTS

Prior to enrolment or the commencement of training and assessment, whichever comes first, the **ANC** provides advice to the prospective learner about the training product appropriate to meeting the learner's needs, taking into account the individual's existing skills and competencies.

Prior to enrolment or the commencement of training and assessment, whichever comes first, the **ANC** provides, in print or through referral to an electronic copy, current and accurate information that enables the learner to make informed decisions about undertaking training with the **ANC** and at a minimum includes the following content:

- A. the code, title and currency of the training product to which the learner is to be enrolled, as published on the national register
- B. the training and assessment, and related educational and support services the **ANC** will provide to the learner including the:
 - i. estimated duration
 - ii. Expected Course Start Date
 - iii. expected locations at which it will be provided
 - iv. the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
 - v. name and contact details of any third party that will provide training and/or assessment, and related educational and support services to the learner on the **ANC**'s behalf
 - vi. any work placement arrangements.
 - vii. any prerequisites necessary to enter the course or courses, including English language requirements
 - viii. list any conditions imposed on the student's enrolment
 - ix. 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)

- x. 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 (*Please refer to Refund Policy and Procedure and Fee payment Policy and Procedures*)
- xi. set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988 *Please refer to Privacy Policy and Procedure and Privacy Policy Statement*
- xii. outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals) *Please refer to Complaint and Appeal Policy and Procedures*
- xiii. state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
- xiv. **ANC** only use links to provide supplementary material.

C. The ANC must include in the 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:

- i. 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)
- ii. processes for claiming a refund (*Please refer to Refund Policy and Procedures*)
- iii. 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
- iv. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- v. 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



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Consumer Law applies”. (Please refer to “Complaint and Appeal Policy and Procedures”)

- D. the ANC obligations to the learner, including that the ANC is responsible for the quality of the training and assessment in compliance with these Standards, and for the issuance of the AQF [Australian Qualifications Framework] certification documentation
- E. the learner’s rights, including:
- i. details of the ANC complaints and appeals process required by Standard 6
 - ii. If the ANC, or a third party delivering training and assessment on its behalf, closes or ceases to deliver any part of the training product that the learner is enrolled in.
- F. the learner’s obligations:
- i. in relation to the repayment of any debt to be incurred under the VET [Vocational Education and Training] FEE-HELP scheme arising from the provision of services
 - ii. any requirements the ANC requires the learner to meet to enter and successfully complete their chosen training product
 - iii. any materials and equipment that the learner must provide
- G. the overseas student or intending overseas student, while in Australia and studying with that ANC, must notify the registered provider of his or her contact details including:
- i. the student’s current residential address, mobile number (if any) and email address (if any)
 - ii. who to contact in emergency situations
 - iii. Any changes to those details, within 7 days of the change.
 - iv. Information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services.

Where the ANC collects fees from the individual learner, either directly or through a third party, the ANC provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- a) all relevant fee information including:
 - i. fees that must be paid to the ANC
 - ii. payment terms and conditions including deposits and refunds.
- b) the learner’s rights as a consumer, including but not limited to any statutory cooling-off period, if one applies

- c) the learner's right to obtain a refund for services not provided by the **ANC** in the event the:
- i. arrangement is terminated early
 - ii. the **ANC** fails to provide the agreed services

“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”.

Standard 3:-Formalisation of enrolment and written agreements

PROCEDURES:

The procedure relates to staff those are responsible for the assessment of overseas student applications for admission.

- **ANC** and all international students are required to have an ‘Enrolment Acceptance Agreement’ confirming their acceptance of the offer made into any course offered by the **ANC** and prior to paying any fees to the **ANC**. {Standard 3 from the National Code)
- An Enrolment Acceptance Agreement is issued with the Offer of Enrolment i.e. when a student has submitted a completed Enrolment Application Form along with the required supporting documents and has been deemed eligible for the purposes of studying as a full-time international student at **ANC**
- Student Administration will provide each potential student with an Enrolment Acceptance Agreement as the final stage of acceptance into a course of study with the **ANC**. This agreement is to be signed and submitted by the student with appropriate agreed payment to support their enrolment.
- The ‘*Enrolment Agreement Acceptance Form*’ shall contain as a minimum the following information:
 - a. Identify the course or courses in which the student is to be enrolled and any conditions on his or her enrolment;
 - b. Provide an itemised list of course money payable by the student;
 - c. Provide information in relation to refunds of course money;



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- d. Set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. This information includes personal and contacts details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition; and
 - e. Advise the student of his or her obligation to notify the registered provider of a change of address and Contact details while enrolled in the course'
- This agreement shall be signed and returned to the **ANC** as an indication that the student accepts the terms and conditions imposed when studying with the **ANC**.
 - The student must be of 18 years of age to be able to complete this agreement and sign the declaration .
 - The signed declaration indicates the student agrees with the following :
 - Agrees to be bound by the **ANC** policies and procedures and any amendments made to. available at www.anc.vic.edu.au
 - Agrees to undertake a testing required prior to any course entry if deemed necessary by the **ANC** and adhere to any other prerequisites identified above.
 - Agrees to pay all fees required on or by the due date as notified in writing by the **ANC** or as per the invoice.
 - The **ANC** reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and in that event, shall refund all payments received from the Applicant. *Ref: - ANC Refund Policy and Procedure.*
 - Refunds are made when a student application supports one of the below reasons for the refund. Any refundable amounts owed to the student will be made to the student as per the Refund Policy and Procedures.
 - ✓ The course does not start of the agreed starting date which is notified in the Offer of Enrolment
 - ✓ The course stops being provided after it starts and before it is completed
 - ✓ The course is not provided fully to the student because the Institute has a sanction imposed by a government regulator
 - ✓ If the course defaults, refunds will be granted in accordance with the provisions of the *ESOS Act (2000)*.
 - Where a student' contact details change while studying with the **ANC** the student must advise the **ANC** of these changes within 7 days. These details include but are not limited to details such as address and contact phone and email.
 - The 'Enrolment Acceptance Agreement' will also include information relating to the documented refund policy and procedures.



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- The signed Enrolment Acceptance Agreement will be kept on the students file along with their initial application and all other supporting documents relevant to the student's enrolment for at least 2 years after the person ceases to be an accepted student.
- Any original documents submitted and the signed Enrolment Acceptance Agreement will be copied and sent back to the student with a confirmation.
- The **ANC** must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

REFERENCE:

This policy/procedure supports:

Education Services for Overseas Students Act (2000), [National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 3: Formalisation of enrolment and written agreements](#)

[Standard 5 \(Clauses 5.1 to 5.3—Informing and protecting students\) -Standard for Register training organisation 2015](#)

Documents/Forms:

1. Offer Letter
2. Enrolment Acceptance Agreement
3. Refund Policies and Procedure
4. Student Handbook
5. Application For Refund Form
6. Complaints and Appeals Form