

# Application and Enrolment Policy and Procedures

## Policy

1. This policy supports the ESOS National Code 2018 - Standard 2 and 3, the ELICOS Standards 2018 - Standard P1 and Standards for Registered Training Organisations (RTOs) 2015 – Standard 1, 3, 4 and 5.
2. The College will provide learners with information prior to commencement of services including any third party arrangements affecting the delivery of training and/or assessment.
3. The College recruits students in an ethical and responsible manner and provide information that enables students to make informed decisions about studying with the College in Australia. The College ensures students' qualifications, experience and English language proficiency are appropriate for the course for which enrolment is sought. Please refer to Assessing Student's Qualifications, Experience and English Language Proficiency Policy and Procedure.
4. The College's ELICOS courses must have a minimum of 20 hours face-to-face scheduled course contact per week.
5. Prior to accepting an overseas student or intending overseas student for enrolment in a course, the College will make comprehensive, current and plain English information available to the overseas student or intending overseas student on:
  - a. the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable
  - b. the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods
  - c. course duration and holiday breaks
  - d. the course qualification, award or other outcomes
  - e. campus locations and facilities, equipment and learning resources available to students
  - f. the details of any arrangements with another provider, person or business who will provide the course or part of the course
  - g. indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies
  - h. the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled
  - i. the ESOS framework, including official Australian Government material or links to this material online
  - j. accommodation options and indicative costs of living in Australia.

6. The College provides or makes readily available information to the learner that outlines the services the College will provide the learner, along with the rights and obligations of the learner and the College. This information is contained in the College's student prospectus, course handbook, marketing materials or Letter of Offer and Written Agreement.
7. Written agreements stated in the College's Letter of Offer and Written Agreement between the College and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees.
8. The College must have a written agreement with each student.
9. The College does not accept tuition fees from international students before a Letter of Offer and Written Agreement-International Student has been signed or otherwise accepted by that student (or the student's parent or legal guardian if the student is not yet 18 at the time of enrolment, however will be at the course commencement date).

The College enters into a written agreement with the student, signed or otherwise accepted by that student, concurrently with or prior to accepting tuition fee from the student. The agreement must:

- a. outline the course or 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 compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
- b. outline any prerequisites necessary to enter the course or courses, including English language requirements
- c. list any conditions imposed on the student's enrolment
- d. 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)
- e. 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
- f. 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
- g. outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
- h. 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
- i. only use links to provide supplementary material.

The College includes 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:

- a. 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 College)
- b. processes for claiming a refund

- c. 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
- d. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- e. 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”.

The written agreements between the College and students specify the scheduled course contact hours for the ELICOS courses in which the student is to be enrolled, ensuring that they indicate the student’s scheduled course contact hours, and include:

- a. a minimum of 20 hours face-to-face scheduled course contact per week for the course
  - b. any other scheduled course contact hours required by the course.
10. All students must complete, sign and submit an application form together with required supporting documents to the College before being offered a course.
  11. All students must sign a Written Agreement and make an initial payment before being enrolled to a course.
  12. The College recognises qualifications and Statements of Attainment issued by another RTO. Where a student enrolls in a qualification delivered and assessed by the College, then the College will recognise units of competency included on a Statement of Attainment/ Records of results issued to the applicant by another RTO towards the qualification assuming the units meet the packaging rules of the qualification delivered by the College.
  13. The College's recognises students’ prior learning. Recognition of Prior Learning (RPL) is a process through which applicants gain course credits based on experience gained through similar study (but not direct equivalent), work experience (in any form) or through informal or formal training or other life experiences.
  14. The College ensures that all procedures and policies for international students enrolling into a course offered by us are followed correctly. The College has a student record management system Wisenet in place that provides data that meets the AVETMISS Standard. For more information see Records Management Policy and Procedures.
  15. For international students, the Enrolment Officer is to notify the ESOS Agency and TPS Director via PRISMS of the following:
    - a. Provider Default within 3 business days of the default occurring and the outcome of the discharge of the College’s obligation within 7 days after the end of the College obligation period (the College’s obligation period is 14 days after the day of the default).
    - b. The College has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director of the outcome of the discharge of its obligations where the provider is required to provide a refund under 47E of the ESOS Act. (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not). This notice must comply with the requirements of section 47H the ESOS Act.
  16. Learners who are in Australia on an overseas student visa are enrolled as overseas students and issued a Confirmation of Enrolment on PRISMS.
  17. This policy applies to the College’s students, staff and third parties that provide services on behalf of the College.

18. The CEO is responsible for the implementation of the policy and procedures and to ensure that students, staff and third parties that provide services on behalf of the College are aware of its application and implement its requirements.

## Procedures

### 1. Student Engagement Before Enrolment for International students

Prior to the College accepting a student, or an intending student, for enrolment in a course, the College provides, in print or through referral to an electronic copy of Student Prospectus, course handbook and current and accurate information regarding the following:

- a. outline the course or 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 compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
- b. outline any prerequisites necessary to enter the course or courses, including English language requirements
- c. list any conditions imposed on the student's enrolment
- d. 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)
- e. 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
- f. 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
- g. outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
- h. 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
- i. only use links to provide supplementary material.

### 2. Application Process

1. Applicants must complete the student application form, sign and date where required and attach **verified** evidence of qualifications, work experience (if relevant) and IELTS test / the College's English Language Placement Test results or for domestic students the College's LLN Test (Language Literacy and Numeracy Test). Documents that are not in English language must be accompanied by their English translation.
2. Letter of Offers must not be made to students who will be less than 18 years of age at the proposed commencement date.
3. The Enrolment Officer must review the student applications and determine if an offer should be made on the basis of the entry requirements for the qualification. To be accepted the

- applicant must at least meet the academic entry requirements and the minimum IELTS requirement/ for domestic students must successfully complete the LLN test.
4. If the applicant's educational qualifications do not meet the College's admission requirements, other factors may be considered at the discretion of the college. Verified evidence of these other factors must be included with the application. These other factors may include:
    - Mature age, and or proof of being 18 years or older at the proposed date of commencement
    - Work experience,
    - Attitude and aptitude,
    - Previous academic results,
    - Attendance / participation rate in their previous College,
    - Ability and skills to function in an academic environment,
    - Possibility to succeed in his/her academic endeavours
  5. The entry requirements can be assessed using the College's Assessing Students Qualifications, Experience and English Language Proficiency Policy and Procedures to align overseas qualifications.
  6. Having arrived at an admission decision, the English language skills (language and literacy) will be assessed. If student has a satisfactory IELTS score (listed under the College's entry requirements), the applicant will be offered a place in the chosen course.
  7. If a VET course applicant cannot produce a satisfactory IELTS score, and the College has concerns about the applicants English language skills to cope in an academic environment, the applicant will be advised to enrol in an ELICOS course for an appropriate duration until the student achieves an IELTS score of 5.5.
  8. IELTS testing may not be required where an applicant clearly has the required English language skills. The application of this rule will be on a case-by-case basis and in accordance with the English language requirements that apply to the visa eligibility for the country assessment level published by the Department of Home Affairs (for international students) <https://www.homeaffairs.gov.au/trav/stud/more/Student-Visa-English-Language-Requirements>. Any evidence supplied in support of an application under this rule would require original copies of reliably authenticated evidence.
  9. Where a letter of offer is to be made to an applicant the Enrolment Officer must sign and date the appropriate section on the student application form.  
If the application is successful, a Letter of Offer and Written Agreement will be sent to the applicant/ their agent/ representative (including details of tuition fees, commencement dates. For international students including OSHC and Visa information).
  10. Applicants wishing to accept the offer must pay the fee requested in the Letter of Offer and Written Agreement, complete, sign and date the Letter of Offer and Written Agreement and return it to the College.
  11. The completed Letter of Offer and Written Agreement must be reviewed and accepted by the Enrolment Officer. Where a Written Agreement is to be accepted by the College the Enrolment Officer must sign and date the appropriate section on the Written Agreement.
  12. Once the completed Letter of Offer and Written Agreement and the fee is received (and cleared by the bank):
    - a. For international students including students who are in Australia on an overseas student visa: an electronic Confirmation of Enrolment (eCOE) will be generated from PRISMS and sent to the student/ the student's agent/ representative. The CoE must be prepared in accordance with the requirements of the PRISMS User Guide. There must

be a CoE issued for each qualification/ course that the student is going to be enrolled in and for which an award/statement of attainment/certificate/ transcript will be issued if the student is successful in completion/ part completion. This CoE must be issued for all offshore

- b. For Domestic/ other temporary visa students: a student is enrolled at the College.
13. Applicants who are international students must then apply for a student visa at their Australian Student Visa issuing centre and make travel arrangements to arrive in Australia in time to commence their course.
14. All completed applications are to be filed into the respective student' s file.

#### **Students under 18**

- No students under 18 years of age will be enrolled in the College. If a student is not 18 years of age at the time of application, but will be 18 years at the course commencement date, a statutory declaration from a parent or guardian must be provided along with the application.

#### **Credit Transfer**

- Course credits may be gained by applicants who are transferring from another RTO or have studied one or more units in the same qualification at another RTO.
- See Credit Transfer Policy and Procedures

#### **Recognition of Prior Learning (RPL)**

- Each qualification has processes on how RPL is to be assessed for that course and the units within that course.
- It is important that students lodge an application for RPL with their Application Form.
- See Recognition of Prior Learning (RPL) Policy and Procedures.