

Formalisation of Enrolment and Written Agreement Policy and Procedures

POLICY

This policy upholds the principle that all prospective students seeking to enroll with Princeton Education Group Pty Ltd T/A Swanston Institute 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 written agreements. Swanston Institute has an open, fair and transparent policy that is based on clearly defined entry requirements for making decisions about the selection of Swanston Institute prospective students.

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

Responsibility: Admissions Team / Admin Manager / Course Coordinator reporting to the CEO

SCOPE:

This policy ensures that the "obligations and rights" of Swanston Institute 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, registration fee and any conditions imposed on the student's enrolment and services that Swanston Institute is obliged to supply to students.

This policy applies to:

- Students enrolled at Swanston Institute

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- Swanston Institute Marketing, Admissions, Academic, Student support 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.

This policy must be read in conjunction with the following policies and procedures

- Pre-Enrolment Engagement and Assessing Student's Qualification, Experience & English proficiency Policy & Procedure
- Credit transfer Policy and Procedure
- RPL Policy and Procedure
- Monitoring VET Course Progress Policy and Procedures
- Deferment, Suspension and Cancellation Policy and Procedures
- Language, Literacy and Numeracy Policy and Procedures.
- Fees & Refund Policy & Procedure

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Registration Fee:	<i>The fee payable, set out in the student enrolment, to make an application to study a course at “Swanston Institute”. The registration fee is a nonrefundable fee covering the cost of registration; the registration fee is subject to change.</i>
Course	<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>
Course Fees:	<i>The money received by “Swanston Institute” for providing the course to the student and includes:</i> ✓ <i>Tuition fees.</i> ✓ <i>Any amount received by “Swanston Institute” 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>
ESOS Act	<i>The Education Services for Overseas Students Act (2000) of the Commonwealth of Australia, as amended from time to time.</i>
National Code	<i>National Code of Practice for Providers of Education and Training to Overseas Students 2018 https://internationaleducation.gov.au/Regulatory-</i>

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	Information/Pages/National-Code-2018-Factsheets-.aspx
<i>Student</i>	<i>A student who is enrolled at Swanston Institute 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>
<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 Swanston Institute 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 Swanston Institute provides Student Handbook, in print or through referral to an electronic copy which could be from the website www.swanston.edu.au, current and accurate information that enables the learner to make informed decisions about undertaking training with the Swanston Institute 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, Swanston Institute 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 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 Swanston Institute 's behalf

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- 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 Fee and Refund 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. Swanston Institute only use links to provide supplementary material.
- A. Swanston Institute 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:

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- i. Identify the course or courses in which the student is to be enrolled and any conditions on his or her enrolment
- ii. Provide an itemised list of tuition fees payable by the student
- iii. Provide information in relation to refunds of tuition fees
- iv. Set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian government, law and VET regulatory 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 of a student visa condition requirement; please refer to Monitoring VET course progress policy and procedure; and
- v. Advise the student of his or her obligation to notify Swanston Institute of a change of address while enrolled in the course.
- vi. Swanston Institute includes in the written agreement the following information, which is consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees in the case of student and provider Default;
 - Amounts that may or may not be refunded to the student
 - Processes for claiming a refund;
 - A plain English explanation of what happens in the event of a course not being delivered; and
 - 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” (Please refer to Fees and Refund Policy and Procedures)
- i. Swanston Institute recognises qualifications and Statements of Attainment issued by another RTO where a student enrolls in a qualification delivered and assessed by Swanston Institute . Please refer to Credit Transfer policy and Procedure.
- ii. Swanston Institute recognises students’ prior learning. Recognition of Prior Learning

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(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 Formal; Informal or No Formal Learning. Please refer to RPL Policy and Procedure.

- iii. Swanston Institute ensures that all procedures and policies for international students enrolling into a course offered by us are followed correctly.
- iv. Swanston Institute has a student management system (SMS) axcelerate in place that provides data that meets the AVETMISS Standard.
- v. The Swanston Institute 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:
 - vi. amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees)
 - vii. processes for claiming a refund (Please refer to Fees and Refund Policy & Procedure)
 - viii. 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
 - ix. a plain
 - x. explanation of what happens in the event of a course not being delivered, including the role of the TPS
 - xi. 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”. (Please refer to “Complaint and Appeal Policy and Procedure

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The Swanston Institute obligations to the learner, including that the Swanston Institute 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

the learner's rights, including:

- i. details of the Swanston Institute complaints and appeals process required by Standard 6
- ii. If the Swanston Institute , 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.

the learner's obligations:

- i. any requirements the Swanston Institute requires the learner to meet to enter and successfully complete their chosen training product
- ii. any materials and equipment that the learner must provide
- iii. to keep themselves up to date with the Institute policy and procedures by visiting Institute website www.swanston.edu.au or requesting the hard copies of the policies from the Student Support Officer.
- iv. the overseas student or intending overseas student, while in Australia and studying with that Swanston Institute , must notify the registered provider of his or her contact details including:
- v. the student's current residential address, mobile number (if any) and email address (if any)
- vi. who to contact in emergency situations

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- vii. Any changes to those details, within 7 days of the change.

Where the Swanston Institute collects fees from the individual learner, Swanston Institute provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- i. All relevant fee information including:
- ii. fees that must be paid to the Swanston Institute payment terms and conditions including deposits and refunds.
- iii. the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
- iv. the learner's right to obtain a refund for services not provided by the Swanston Institute in the event the:
- v. arrangement is terminated early
- vi. the Swanston Institute 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:-Formalization of enrolment and written agreements

PROCEDURES:

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

- i. On receipt of a completed Student Application Form, Pre-Enrolment/ Training Review Form (PTR) and Language, Literacy and Numeracy (LLN) test review - International Student, the **Admission team** or authorised delegate will make a decision on eligibility.
- ii. Each enrolment application is to be assessed to ensure that the student's qualifications, experience, and English language proficiency are appropriate for
- iii. the course for which enrolment is sought. This is completed through completing the admission requirements.
- iv. The **Admissions team** assesses the applicant's previous educational qualifications (either obtained in Australia or overseas) necessary for studying at the required level of the proposed qualification. The application is also assessed to determine whether the applicant meets the required entry level competencies for the particular qualification in which the applicant wants to enrol.
- v. If the applicant's educational qualifications do not meet the Institute's admission requirements, other factors may be considered at the discretion of the institute. Verified evidence of these other factors must be included with the application. These other factors may include but not limited to:
 - vi. Mature age, and or proof of being 18 years or older at the proposed date of commencement, Work experience,
 - vii. Attitude and aptitude,
 - viii. Previous academic results,
 - ix. Attendance / participation rate in the previous institute,

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- x. Ability and skills to function in an academic environment,
- xi. Possibility to succeed in his/her academic endeavours.

- xii. Having arrived at an admission decision for the applicant's educational qualifications, the English language skills (language and literacy) will be assessed. If student has a satisfactory IELTS score or equivalent (listed under English language requirements - Please refer to the course guide for further information www.swanston.edu.au; the applicant will be offered a place in the chosen course.

- xiii. For onshore applicants, if an applicant has not attended an IELTS program or if the IELTS has expired, and they are unsure of their proficiency, they will be required to complete Institute's LLN Test followed by a skype, face to face or phone meeting with **Admissions team** (inclusive of pre-training review interview), who may (at CEO's discretion), allow enrolment into the Institute. Each case will be examined on an individual basis and students must complete the LLN test prior to the confirmation of enrolment.

- xiv. For offshore applicants, if an applicant cannot produce a satisfactory IELTS score or equivalent (listed under English language requirements - Please refer to the course guide for further information; www.swanston.edu.au and if there are doubts about the English language skills to cope in an academic environment, the applicant will be advised to enrol in an English as a Second Language course/ ELICOS course, for an appropriate duration until the student achieves required LLN level prior to admission at Swanston Institute.

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- xv. If the application is successful, a Letter of Offer and Acceptance Agreement- International Student will be sent to the applicant/ their agent/ representative (including details of tuition fees, commencement dates, OSHC and Visa information).
- xvi. Applicants wishing to accept the offer must pay the fee requested in the Letter of Offer and Acceptance Agreements, complete, sign and date the Letter of Offer and Acceptance Agreements and return it to Swanston Institute .
- xvii. Once the completed acceptance agreement and the fee is received (and cleared by the bank) an electronic Confirmation of Enrolment (eCOE) will be generated and sent to the student/ the student's agent/ representative.
- xviii. Applicants 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.
- xix. All completed applications are to be filed into the respective students' folders.
- xx. No students under 18-year age will be enrolled in Swanston Institute. Should a student not be 18 years of age at the time of application but will be 18-year age at the course commencement date, a statutory declaration and/or consent signatures on the offer letter from a parent or guardian must be provided along with the application.

REFERENCE:

This policy/procedure supports:

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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 organization 2015](#)

Documents/Forms:

1. Offer Letter
2. Acceptance Written Agreement
3. Student Handbook
4. Refund Form
5. Complaints and Appeals Form
6. Student Application Form
7. Pre-Enrolment/ Training Review Form (PTR) and Language
8. Literacy and Numeracy (LLN) test