



Formalisation of Enrolment Policy

Purpose

This policy is in place to ensure that the RTO formally enters into written agreements with each student. This will be by way of letter of offer.

Policy

The RTO will enter into a written agreement with each student prior to accepting any money from the student.

Each agreement will have as a minimum the following points:

- 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
- 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 Assurance Scheme and the ESOS Assurance Fund Manager. 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, and
- e. advise the student of his or her obligation to notify the registered provider of a change of address while enrolled in the course.

In relation to Refunds, the following information will be contained:

- f. 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)
- g. processes for claiming a refund
- h. a plain English explanation of what happens in the event of a course not being delivered, and
- i. 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".

The RTO, as part of the formalisation process will advise each potential students of the circumstances in which personal information about the student maybe shared with others.

The RTO will not accept course money from any student until the student has signed or otherwise accepted the agreement.

The RTO may accept course money received at the same time as the verification of acceptance (for example, if a student sends a signed acceptance with an accompanying payment or brings the payment along with the accepted agreement into the provider's office).

If the RTO receives course money sent by mail (for example, by cheque or money order) before receiving the accepted written agreement, the RTO will not use the



money. The RTO should immediately contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the provider receives the accepted written agreement from the student.

International Student Refund Policy – Student Default

Any student wanting to request a refund for whatever reason must do in writing and within 14 days of the incident taking place, or whatever the reason may be.

Application for a refund must be made in writing and addressed to the PEO, clearly stating the reason for the cancellation.

Registration fees, student kit fees, administration fees and fees paid to education agents are non refundable.

A full refund of the course fees will be given by the RTO only up to twenty eight (28) days prior to the nominated course commencement date. If less than twenty eight (28) days notice is given of the intention to withdraw from the course then a 50% refund will be given. If you fail to commence with or without notifying the RTO, no refund will be available except in special circumstances.

“Special circumstances” under which a refund will be considered and which are beyond the students control:

- In the case of serious illness – varified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
- Where a students Visa has not been granted

If required / or the RTO agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid (less the registration fee, student kit, fees paid to education agents).

If a student withdraws from a course of study after commencing, for any reason outside those specified under “Special Circumstances” no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.

The RTO agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

The RTO will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with the RTO (the Student) unless they provide written direction to the provider to pay the refund to someone else. Under no circumstance will the refund be paid to an education agent. All refunds will be paid in the currency in which the fees were paid.

Note: This agreement, and the availability of complaints and appeals processes, does not remove the right to take action under Australia’s consumer protection laws. The RTO’s dispute resolution processes do not circumscribe the student’s rights to pursue other legal remedies.



Provider Default Refund Policy

In the unlikely event that the RTO is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course by the RTO at no extra cost to you.

You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If the RTO is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) ACPET – OSTAS will place you in a suitable alternative course at no extra cost to you.

Finally, if the ACPET – OSTAS cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.



Overview of National Code Standard 3

Written agreements between registered providers and students set out the services to be provided, fees payable and information in relation to refunds of course money.

- 3.1 The registered provider must enter into a written agreement with the student, signed or otherwise accepted by that student (or the student's parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student. The agreement must:
- identify the course or courses in which the student is to be enrolled and any conditions on his or her enrolment
 - provide an itemised list of course money payable by the student
 - provide information in relation to refunds of course money
 - 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 Assurance Scheme and the ESOS Assurance Fund Manager. 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, and
 - advise the student of his or her obligation to notify the registered provider of a change of address while enrolled in the course.
- 3.2 The registered provider 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 course money in the case of student and provider default:
- 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)
 - 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".



Sample wording to meet the requirements of Standard 3.2 (c)

In the unlikely event that the RTO is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the RTO at no extra cost to you.

You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If the RTO is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) provided by ACPET OSTAS will place you in a suitable alternative course at no extra cost to you.

Finally, if the ACPET OSTAS cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.