



Formalisation of Enrolment and Written Agreements

National Code Standard 3

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Level 2, 25 George Street, Parramatta, NSW 2150 Phone: +61 2 9633 1222 Fax: +61 2 9633 1888 Email: info@australisinstitute.nsw.edu.au Web: www.aite.edu.au			
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VERSION CONTROL



Formalisation of Enrolment	
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2. Purpose and Scope

2.1 These guidelines are to assist Australis Institute of Technology & Education (AITE) staff with admissions and recruitment of new students.

2.2 Standard 3 gives registered providers and international students more detailed information about what should be in a written agreement. A written agreement may take any form, as long as it meets the requirements of the ESOS Act and the National Code 2018.

2.3 AITE include information in written agreements on:

- course content, including compulsory online learning and work-related training
- prerequisites necessary to enter the course or courses
- conditions imposed on the student's enrolment
- tuition fees payable, the period which the tuition fees relate, and options for payment (including that an international student may choose to pay more than 50 per cent of their tuition fees before their course commences in accordance with the ESOS Act)
- Circumstances where an international student's information will be shared.

AITE will only use electronic links in written agreements to provide supplementary materials. AITE will also need to keep records of the written agreements and payments that demonstrate an international student's acceptance of the agreement.

3. Policy and Procedures

3.1. Applications

3.1 Australis Institute of Technology & Education (AITE) will enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.

3.2 The written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.

3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:

3.3.1 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

3.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements

3.3.3 list any conditions imposed on the student's enrolment

3.3.4 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)



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3.3.5 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

3.3.6 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](#)

3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)

3.3.8 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

3.3.9 only use links to provide supplementary material.

3.4 AITE will 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:

3.4.1 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)

3.4.2 processes for claiming a refund

3.4.3 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

3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS

3.4.5 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".

3.5 AITE will include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the registered provider of his or her contact details including:

3.5.1 the student's current residential address, mobile number (if any) and email address (if any)

3.5.2 who to contact in emergency situations

3.5.3 any changes to those details, within 7 days of the change.

3.6 AITE will 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.



PROCEDURES

3.1.1 Students applying for a course are required to apply using the International Student Application form located on the Australis Institute's website. Students may apply directly either through post, online, or through an approved Education Agent.

3.1.2 The procedures for students to apply for a course as follows:

3.1.2.1 Choose a course and check the course outline for English and academic entry requirements.

3.1.2.2 Read all the information regarding Course Entry Requirements, Course Fees, Refund Policies, Credit Transfers, and Information on Living in Australia from AITE's website on www.aite.edu.au or in the Student Handbook available from the AITE Campus or from the website.

3.1.2.3 Complete the International Student Application form which can be downloaded from AITE's website.

3.1.2.4 All required documents must be attached to the application form.

3.1.2.5 Application form must be returned with all the required documents via mail, email (info@australisinstitute.nsw.edu.au) or in person to AITE.

3.1.2.6 If an application is successful students will receive a letter of offer for their choice of course within 5 business days.

3.1.2.7 If students accept the offer, they should read, understand and sign the acceptance form and pay the relevant fees and OSHC. Payment details and acceptance form must be sent to the AITE by the valid offer date.

3.1.2.8 AITE will issue the student with an eCoE (Electronic Confirmation of Enrolment).

3.1.2.9 Student uses the eCoE and the Letter of Offer to apply for a student visa.

3.2 Assessing Applications (Enrolment Procedures)

3.2.1 Application forms received together with all required documents should be forwarded to the relevant Admissions Officer to determine whether or not the applicant meets the course entry requirements.

3.2.2 Applications that meet all the course entry requirements are processed in 5 business days.

3.2.3 Applications that are more complex in nature or does not have all the required documents will require more processing days but will have to be finalised within 10 business days.

3.2.4 Applications requesting Academic Credit Transfer(s) will be reviewed by the Academic Coordinator and once assessed will be forwarded to the Admissions Officer.

3.2.5 Applications that are successful will be issued with Letter of Offer (LOO).

3.2.6 Unsuccessful applicants are acknowledged with a valid reason why they are not accepted into the course.

3.2.7 A conditional Letter of Offer (LOO) can be issued where a student will have to meet the course entry requirement prior to the course commencement date.

3.3 Overseas Qualifications not in English

3.3.1 Applicants holding a qualification from Overseas which are not in English must have it translated by an authorized translator.



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3.3.2 All the applicants must provide the translations and the original document or certified copy with the application form.

3.4 Credit Transfer

3.4.1 Academic credit transfer enables students to gain credit in another AQF course for study that they have previously undertaken.

3.4.2 If an applicant is applying for academic credit transfer, they are required to attach to the application, a certified copy of the statement of attainment or statement of results.

3.4.3 The Admissions Officer will forward the application (and attachments) to the Academic Coordinator for assessment.

3.5 Letter of Offer (LOO)

3.5.1 Letter of Offer (and Rejection) must be printed on AITE's Letterhead and either emailed or posted to the application and/or agent.

3.5.2 AITE's Letter of Offer (LOO) is an acceptance document into a course and is a legally binding contract between the student and the AITE.

3.5.3 All LOO documents including 'Terms and Conditions' of enrolment must be read by the student prior to signing the LOO.

3.5.4 Special Conditions (where applicable) must be listed under Conditions (Conditions of Enrolment) on the Student Offer. These can include providing evidence of meeting the English Language Requirement, and the provision of Original or Certified Documents. (Any condition/s must be met before a CoE can be issued or commencement of a course as specified in LOO).

3.6 Acceptance of Letter of Offer (LOO)

3.6.1 Students must sign the Letter of Offer including Terms and Conditions of Enrolment before or at the time of payment of course fees.

3.6.2 Student must meet any Condition/s as stated on their Offer Letter before a CoE can be issued.

3.6.3 Student is required to pay first semester's Tuition Fee and OSHC (visa length) in advance before the CoE issuance.

3.6.4 Confirmation of Enrolment (eCoE) is issued. Staff must be registered to create eCoEs on PRISMS.

3.6.5 Payment information is listed in Offer and Acceptance Agreement.

3.6.6 eCoE can be issued when copy of bank draft or receipt of payment at bank is received.

3.6.7 eCoE is issued to student's closest DHA Office within 4 days of student accepting offer.

3.6.8 Information to be included in eCoE:

- Student's full name as on passport, gender, date of birth, nationality and country of birth.
- DHA Office where visa application is to be made.
- Course title and CRICOS Code.
- Course start date (refer offer letter).



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- Course end date (refer offer letter).
- Fee paid in advance.
- Total course fee (allowing for adjustments due to Credit Exemption/RPL).
- OSHC paid.
- English test type and score.
- Passport and visa number if student is already in Australia.
- Enter in Comments section any extra information eg: OSHC obligations met.

3.7 Change of Course

3.7.1 Students must complete a Student Query Form.

3.7.2 Admissions Officer will create a new Letter of Offer or Rejection letter.

3.7.3 Student must sign the new Letter of Offer including Terms and Conditions of Enrolment.

3.7.4 Student pays a change of eCoE Fee (see Course Fees on AITE's Website) and any tuition fee is applicable or fill up a Fee Refund form to have any Course Fee credited from previously enrolled course. This is subject to the duration the student has studied in the previous course.

3.7.5 On receipt of signed Letter of Offer including the Terms and Conditions of Enrolment, change of eCoE fee and any applicable tuition fee, a new eCoE is created within 4 business days.

3.7.6 The eCoE for the previous course is cancelled and a copy placed in the student file along with the Student Query Form and uploaded in the student management system under the student's profile.



GLOSSARY

eCoE	electronic Confirmation of Enrolment
Course	A full-time registered program of education or training registered on CRICOS for the attainment of a testamur or certificate. Defined as course in the ESOS Act.
Student	A person who holds an Australian Student Visa, and is an 'overseas student' as defined by the ESOS Act.
Letter of Offer	Agreement between the education provider and the student.
Entry Requirements	Official documents required to join a course(s) with the education provider.
Application for Admission:	An application by an International student to apply for AITE's program.
CRICOS:	Commonwealth Register of Institutions and Courses for Overseas Students
DHA	Department of Home Affairs
Education Agent:	An accredited person or organisation with the authority to promote the AITE's courses and services to Students or intending Students in nominated regions.
National Code of practice 2018:	The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act, as amended from time to time.
OSHC:	Overseas Student Health Cover
Program/Course:	A full-time registered program of education or training registered on CRICOS for the attainment of a testamur or certificate. Defined as Course in the ESOS Act.
Business Day:	Monday to Friday excluding public holidays.