

Formalisation of Enrolment and Written Agreements Policy and Procedure

National Code 2018 Standard 3

Skilled Services Australia Pty Ltd t/a Skills Institute Australia (SIA) will make a formal written offer (in plain English) to students after all of the criteria as stated in our NC Standard 2 Recruitment of Overseas Students have been met.

This agreement will be made before or at the same time as receipt of course money. The receipt or details of the receipt (including date and amount) will be kept on the student file with the signed Formalisation of Enrolment document.

SIA's formal written agreement will include at the minimum:

1. Course/s full name, and details CRICOS Course Code/s and any enrolment conditions
2. Course location/s
3. Course Modes of Study including any online or distance units
4. Details of any work-based training/ placements/ community-based learning/ research training/ arrangements
5. English and Academic Pre-requisite requirements
6. An itemised list of Tuition and Non-Tuition fees payable (for each course), the periods to which the payments relate
7. Details of any other fees that may be applicable during the enrolment period including reassessment fees, deferral fees, late payment fees
8. Payment options
9. Any other fees payable by the student in order to undertake the course
10. The agreement must be accepted by the student at the same time as, or before, SIA can accept course money from the student.
11. The services to be provided
12. The full Refund Policy and the process for claiming a refund, including details of amounts of money that may or may not be refunded to a student.
13. A full Complaints and Appeals Policy and Procedure
14. Students MUST advise SIA of any change to residential address, phone, email, emergency contact details/ next of kin while enrolled in a course within 7 days of the change, this is also a visa condition 8533 / legislative condition. SIA will remind students a minimum of 6 months of this requirement and keep evidence of the same for audit.
15. The following notice to students in a prominent position stating
Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Framework including the ESOS Act 2000 as amended and the National Code 2018; to ensure student compliance with the conditions of your visa and your obligations under Australian immigration laws generally. The authority to collect this

information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 as amended. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service Administrator. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law'. Information provided will be in accordance with the Privacy Act of 1988.

16. A clear explanation of what happens if a course will not be delivered being:
In the unlikely event that SIA is unable to deliver your course in full, you will be offered a refund of all the unused fees 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 another CRICOS provider at no extra cost to you. Refer [ESOS legislation ESOS Act 2000 Division 2 Sections 27–32](#) and [ESOS Regulations 200 Division 3.4 \(3.19\)](#) Refer Tuition Protection Service - <https://tps.gov.au/>
17. A statement 'This written agreement, and the right to make of 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.
18. I am aware of my obligation to pay outstanding course fees and understand SIA will pursue outstanding fees under Australian Law.
19. A statement that the student is responsible for keeping a copy of their written agreement and receipts for all payments made, both tuition and non-tuition.
20. SIA will only provide hyperlinks to supplementary material.

SIA policy is students do not pay any course money until they have signed and lodged a formal written agreement. However, if students pay by direct payment into our bank account or another means – for example mail prior to signing a formal written agreement, we will not use the course money received and we will immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. SIA will keep this evidence on the student file. As stated on the Letter of Offer payment is to be received with the signed Formal Agreement not prior.

Note: An electronic or faxed copy of the signed acceptance will be requested if students wish to transfer money early. Students can sign a form or indicate their acceptance online. If students accept online, they will be also required to provide a hard copy acceptance form for verification as soon as practicable.

Education agents cannot sign on behalf of students.

SIA 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.

Procedure/ Process

SIA policy is students do not pay any course money until they have signed and lodged a formal written agreement. However, if students pay by direct payment into our bank account or another means, for example by mail prior to signing a formal written agreement, we cannot use the course money received and we must immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. SIA will keep this evidence on the student file. As stated on the Letter of Offer payment is to be received with the signed Formal Agreement not prior.

Student money should not be receipted/processed until they have received and accepted a formal Letter of Offer/Written Agreement Contract. This can happen at the same time.

The receipt of deposit money is to be attached to the signed Acceptance of Offer/Formalisation of Enrolment. Staff are to check the date of the receipt is not prior to the date of the formalisation of enrolment. If this is found it must be fully investigated and notes on the student file.

If early payment is received without a formal offer an electronic or faxed copy of the signed acceptance must be requested. Students can sign a form or indicate their acceptance online. If students accept online they must also provide a hard copy acceptance form for verification as soon as practicable, dated and signed as per the date of acceptance/date of payment. This must be monitored and followed up.

Our written agreement must always include all of the criteria as per National Code 3 and as per our policy.

If you are unsure seek advice first. All staff queries are to be directed to Compliance Manager/CEO. Copies of all documentation must be kept on student file for evidence at audit.

Basic procedure for enrolment

1. Student completes an application form and pays a non-refundable application fee of \$200 and provides the required evidence as requested on the form.
2. SIA staff assess the application form and evidence provided, approve or not approve enrolment, and keep evidence of the process followed (using the Enrolment Process Checklist) on the student file.
3. If application is accepted, SIA sends an Offer of Enrolment (either conditional or non-conditional), Acceptance of Offer/ Written Agreement, invoice and pre-enrolment information
4. Student accepts the offer; returns the full signed and dated agreement contract and makes payment as set out in the agreement. Note: Education agents cannot sign on behalf of a student.
5. SIA sends a CoE to the student/agent.

Letters of Offer must always

- Be very clear in distinguishing between 'Tuition and Non-tuition fees'
- Any additional fees need to be listed clearly on the agreement and marketing material.
- Ensure all items listed in the policy are contained in the written agreement.

- SIA does not require the student to pay more than 50 per cent of tuition fees (or the full amount if the course is under 25 weeks in duration) prior to the course commencing,
- SIA can accept more than 50 per cent of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.
- SIA can request any remaining fees as per the payment plan set out in the written agreement with the student.
- Tuition Fees received before the student commences the course must be banked within 5 business days of receiving funds.

SIA must have a separate bank account for tuition fees.

SIA must update PRISMS within 31 days unless the students are under 18 years of age in which it will be 14 days of any non-commencements.

SIA must update PRISMS fortnightly with any additional student fees received.

All students on international student visas are considered CRICOS students regardless of if they are studying their primary or a secondary course as recognised by the Australian Quality Framework (AQF). <https://www.aqf.edu.au/>

SIA 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.

Any electronic files (including student, staff and agent files) relevant to our CRICOS registration must be backed up formally to ensure there is no file corruption.

Standard 3 of the National Code must be adhered to at all times.

[Refer: Standard 3: Formalisation of enrolment and written agreements](#)

Related documents:

- Standard 3: Formalisation of enrolment and written agreements
- SIA Refund Policy and Procedure
- SIA Complaints and Appeals Policy and Procedure
- SIA Application for Refund form
- SIA Student contract/ written agreement (within Letter of Offer)
- SIA Enrolment Process Checklist