
FORMALISATION OF ENROLMENT AND WRITTEN AGREEMENTS

NATIONAL CODE STANDARD 3

Policy - Formalisation of enrolment & written agreement	Version #	V3.1	Effective Date	Oct 2020	Issued Date	Nov 2018	Created for	PIVOTAL EDUCATION RTO 90272 – CRICOS 03872E	Page 0
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1. PURPOSE AND SCOPE

- 1.1 These guidelines are to assist Pivotal Education’s staff with admissions and recruitment of new students.
- 1.2 These guidelines articulate Pivotal Education’s practices as they apply to international students in compliance with the [ESOS Act 2000](#), [ESOS Regulations 2019](#) and the [National Code 2018](#).
- Pivotal Education provides information about accepted students via PRISMS as follows:
 - the student’s residential address, phone number and email address
 - when a student changes their course, in addition to the student's contact details, Pivotal Education gives the day the student changes their course
 - when a student's course changes duration, in addition to the student's contact details, Pivotal Education gives the day the change takes effect
 - when a student's course changes location, in addition to the student's contact details, Pivotal Education gives the day the change takes effect
 - when a student's studies are deferred or suspended, in addition to the student's contact details and the expected duration of the deferment or suspension, Pivotal Education gives the date deferment or suspension starts
 - in the event that the provider gives particulars of a student's breach of their student visa conditions, Pivotal Education gives the student’s contact details and residential address in Australia and their residential address overseas, and
 - when a student’s studies are terminated (whether or not by the student), in addition to the student's contact details, Pivotal Educations give the day the student's studies are terminated and the last day of the student's studies.
 - Under Standard 2 of the National Code 2018, Recruitment of an overseas student, registered providers must recruit students in an ethical and responsible manner and provide information that enables students to make informed decisions about studying with the registered provider in Australia. Registered providers ensure students’ qualifications, experience and English language proficiency are appropriate for the program for which enrolment is sought.
 - Prior to accepting a student, or an intending student for enrolment in a program, Pivotal Education provides, in print or through referral to an electronic copy, current and accurate information regarding the requirements for acceptance into a program, including the minimum level of English language proficiency, educational qualifications and work experience if required, and whether credit may be available.
 - Pivotal Education has documented procedures in place, and implement these procedures to assess whether the student’s qualifications, experience and English language proficiency are appropriate for the program for which enrolment is sought.

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- Under Standard 3 of the National Code 2018, Formalisation of Enrolment and Written Agreement, registered providers have to ensure that “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”. The key requirements of this Standard for Pivotal Education are:
 - *The provider must enter into a written agreement with the student before (or at the same time as) accepting course money from the student.*
 - *The written agreement must contain, as a minimum, the information specified in section 3.3 of National Code, Standard 3.*
 - *Information about the refunds of course money must cover, as a minimum, the information specified in section 3.4 of National Code, Standard 3.*

- Pivotal Education enters into 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.

- The written agreement includes, but not limited to, 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:
 - outlines 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
 - outlines any prerequisites necessary to enter the course or courses, including English language requirements
 - lists any conditions imposed on the student’s enrolment
 - lists 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)
 - provides 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
 - sets 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
 - outlines the Pivotal Educations’ internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
 - 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
 - uses links to provide supplementary material

- The written agreement includes 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:

- 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 Pivotal Education)
 - processes for claiming a refund
 - 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
 - a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
 - 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”.
- Written agreement includes the requirement that the overseas student or intending overseas student, while in Australia and studying with the Pivotal Education must notify his or her contact details including:
- the student’s current residential address, mobile number (if any) and email address (if any)
 - who to contact in emergency situations
 - any changes to those details, within 7 days of the change.
- Pivotal Education retains 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.

2. POLICY AND PROCEDURES

2.1 Applications

- 2.1.1 Students applying for a course are required to apply using the International Student Application form located on Pivotal Education’s website. Students may also apply directly either through post, online, or through an approved Education Agent.
- 2.1.2 The procedures for students to apply for a course as follows:
- 2.1.2.1 Choose a course and read the course outline.
 - 2.1.2.2 Read all the information regarding VET Course Entry Requirements, Course Fees, Refund Policy, Credit Transfers, and Information on Living in Australia from Pivotal Education’s website on <https://www.pivotal.edu.au/> or in the Student Handbook available from Pivotal Education’s Campus or from Pivotal Education’s website.
 - 2.1.2.3 Complete the International Student Application form which can be downloaded from Pivotal Education’s website.
 - 2.1.2.4 All required documents must be attached to the application form.

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- 2.1.2.5 Application form must be returned with all the required documents via mail, email or in person to Pivotal Education's campus.
- 2.1.2.6 If an application is successful students will receive a letter of offer along with the student written agreement for their choice of course within 5 business days.
- 2.1.2.7 If students want to accept the offer, they should read, understand and sign the student written agreement. All the information contained in the offer letter and the written agreement including the relevant links must be read and clearly understood by the student prior to the student accepting the written agreement. Once the signed student written agreement received by Pivotal Education, student can pay the tuition fees and other fees such as OSHC fee. Payment details and student written agreement must be sent to the Pivotal Education by the valid offer date.
- 2.1.2.8 Once the payment is successfully received, it is deposited into Pivotal Education's Trust Account which is a specific account until the student commences the course.
- 2.1.2.9 Pivotal Education will issue the student with an eCoE (Electronic Confirmation of Enrolment).
- 2.1.2.10 Student uses the eCoE and the Letter of Offer to apply for a student visa.

2.2 Assessing Applications (Enrolment Procedures)

- 2.2.1 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.
- 2.2.2 Applications that meet all the course entry requirements are processed in 2 to 5 business days.
- 2.2.3 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.
- 2.2.4 Applications requesting Academic Credit Transfer(s) will be reviewed by the Principal and once assessed will be forwarded to the Admissions Officer.
- 2.2.5 Applications that are successful will be issued with Letter of Offer (LOO).
- 2.2.6 Unsuccessful applicants are acknowledged with a valid reason why they are not accepted into the course.
- 2.2.7 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.

2.3 Overseas Qualifications not in English

- 2.3.1 Applicants holding a qualification from Overseas which is not in English must have it translated by an authorized translator.
- 2.3.2 All the applicants must provide the translations and the original document or certified copy with the application form.

2.4 Credit Transfer

- 2.4.1 Academic credit transfer enables students to gain credit in another AQF course for study that they have previously undertaken.
- 2.4.2 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.
- 2.4.3 The Admissions Officer will forward the application (and attachments) to the Principal for assessment.

2.5 Letter of Offer (LOO)

- 2.5.1 Letter of Offer (and Rejection) must be printed on Pivotal Education’s letterhead and either emailed or posted to the application and/or education agent.
- 2.5.2 Pivotal Education’s Letter of Offer (LOO) is an acceptance document into a course and is legally binding contract between the student and the Pivotal Education.
- 2.5.3 All LOO documents including ‘Student Written Agreement’ must be read by the student prior to accepting and signing the agreement.
- 2.5.4 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 Requirements, 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).

2.6 Acceptance of Letter of Offer (LOO)

- 2.6.1 Students must sign the Letter of Offer including the written agreement before or at the time of payment of course fees.
- 2.6.2 Student must meet any condition/s as stated on their Offer Letter before a CoE can be issued.
- 2.6.3 Student is required to pay first semesters Tuition Fee due and OSHC (visa length) in advance before the Coe issuance.
- 2.6.4 Confirmation of Enrolment (eCoE) is issued. Staff must be registered to create eCoEs on PRISMS.
- 2.6.5 Payment information is listed in Letter of Offer.
- 2.6.6 eCoE can be issued when copy of bank draft or receipt of payment at bank is received.
- 2.6.7 eCoE is issued to student’s closest Department of Home Affairs Office within 4 days of student accepting offer.
- 2.6.8 Information to be included in eCoE:

- Student’s full name as on passport, gender, date of birth, nationality and country of birth.
- Department of Home Affairs Office where visa application is to be made.
- Course title and CRICOS Code.
- Course start date (refer offer letter).
- Course end date (refer offer letter).
- Fee paid in advance.
- Total course fee (allowing for adjustments due to Academic Credit Transfer where applicable).
- OSHC paid.
- English test type and score.
- Passport and visa number if student is already in Australia.
- Enter in Comments section any extra information e.g.: OSHC obligations met.

2.7 Change of Course

- 2.7.1 Students must complete a Change of course form.
- 2.7.2 Admissions Officer will create a new Letter of Offer or Rejection letter.
- 2.7.3 Student must sign the new Letter of Offer including Terms and Conditions of Enrolment.
- 2.7.4 Student pays a change of eCoE Fee (see Course Fees on Pivotal Education’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.
- 2.7.5 On receipt of signed Letter of Offer including the Written Agreement, change of eCoE fee and any applicable tuition fee, a new eCoE is created within 4 business days.
- 2.7.6 The eCoE for the previous course is cancelled and a copy placed in the student file along with the Change of course form and uploaded into the student management system (VETTRACK) 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 Pivotal Education's program.
CRICOS:	Commonwealth Register of Institutions and Courses for Overseas Students
Department of Home Affairs	The Department of Home Affairs is the Australian Government interior ministry with responsibilities for national security, law enforcement, emergency management, border control, immigration, refugees, citizenship, and multicultural affairs.
Education Agent:	An accredited person or organisation with the authority to promote the Pivotal Education's courses and services to Students or intending Students in nominated regions.
National Code 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.