

Formalisation of Enrolment and Written Agreement Policy

Relevant Standard/s

National Code of Practice for Providers of Education and Training 2018

- Standard 3 Formalisation of enrolment and written agreement

Purpose

The purpose of this policy is to describe how Pivotal Education enters into a written agreement to meet the requirements of the ESOS Act and National Code 2018.

This policy outlines Pivotal Education requirements for the following:

- a. Written agreement format
- b. Written agreement contents
- c. Payment of fees
- d. Written agreement records retention

Compliance with the National Code of Practice 2018

The National Code 2018, Standard 3 Formalisation of enrolment and written agreement sets out that registered providers must formalise their enrolment of overseas students through written agreements with overseas students. The written agreements protect the rights and sets out the responsibilities of each party, as well as courses and related education services to be provided, tuition and non-tuition fees payable and refund policies

Pivotal Education:

- a. Has written agreements with overseas students or intending overseas students they enrol in the form of an International Student Letter of Offer and Acceptance Agreement that meet the requirements of the ESOS Act and National Code 2018
- b. Ensures the written agreements are signed by the overseas student or if they are under 18 years of age, their parent or legal guardian
- c. Includes information about:
 - Course details
 - Pre-requisites
 - Conditions of enrolment
 - Fees
 - Refund and cancellation policies
 - Complaints and appeals processes
- d. Advises overseas student of required information

Written Agreement Format

Pivotal Education has a written agreement with each overseas student accepted for enrolment which may be signed or otherwise accepted by the overseas student using digital signature, or where the overseas student is under 18 years of age, their parent or legal guardian.

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Pivotal Education uses the International Student Letter of Offer and Acceptance Agreement as the basis for the written agreement once they are signed as accepted by the overseas student. Overseas students are required to read the International Student Letter of Offer and Acceptance Agreement as follows:

1. In the event the overseas student reads and agrees with the content in the International Student Letter of Offer and Acceptance Agreement, sign and return a copy to Pivotal Education to evidence that they agree to the contents including the selection of course(s), fees and terms and conditions; **or**
2. In the event the overseas student reads and does not agree with any of the contents in the International Student Letter of Offer and Acceptance Agreement, the overseas student is to request amendment or clarification either directly or through the education agent. Pivotal Education will then reissue an amended version of the International Student Letter of Offer and Acceptance Agreement for the overseas student to sign and return to Pivotal Education to evidence that they agree to the contents including the selection of course(s), fees and terms and conditions

Overseas students that enrol in a number of consecutive courses with Pivotal Education will complete one International Student Enrolment Form listing all courses and will receive one International Student Letter of Offer and Acceptance Agreement for all consecutive courses provided the following applies:

1. The terms of the agreement are the same for each course, Pivotal Education may have a single agreement covering all courses
2. Any conditions upon enrolment in each of the courses must be clearly listed in the agreement
3. Includes the tuition and non-tuition fees payable for each course the agreement covers

Pivotal Education acknowledges that in the event the overseas student or intending overseas student is under eighteen (18) years of age, the written agreement must be signed or otherwise accepted by the parent or legal guardian. However, the published entry requirements clearly state that students must be over the age of eighteen.

Written Agreement Contents

Pivotal Education’s International Student Letter of Offer and Acceptance Agreement explicitly includes the following details in plain English:

1. Outlines course/courses in which the student is to be enrolled including:
 - Expected course start date
 - Location(s) where the course will be delivered
 - Mode of study

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- Any compulsory online and/or work-based training, placements, and/or community-based learning and/or collaborative research arrangements
2. Outlines any pre-requisites necessary to enter the course or courses including English language requirements
 3. List any conditions imposed on the student's enrolment
 4. List all tuition fees payable by the student for the course, the periods to which those 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 the course commences)
 5. Provide details of any non-tuition fees that 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
 6. Set out the circumstances in which personal information about the student may be disclosed by Pivotal Education, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988
 7. Outline Pivotal Education's internal and external complaints and appeals processes in accordance with Standard 10 National Code 2018
 8. States that the student is responsible for keeping a copy of the International Student Letter of Offer and Acceptance Agreement supplied by Pivotal Education and receipts of any payments of tuition fees and non-tuition fees
 9. Only use links to provide supplementary material (eg: Student Handbook)

Pivotal Education's International Student Letter of Offer and Acceptance Agreement includes the following information, 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:

1. Amounts that may or may not be repaid to the overseas student (including any tuition or non-tuition fees collected by education agents on behalf of Pivotal Education)
2. Processes for claiming a refund
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
4. A plain English explanation of what happens in the event of a course not being delivered, including the role of TPS
5. A statement that "This written agreement, and the right to make complaints and seek appeals on decisions and actions under various processes, does not affect the

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rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law applies.*”

Pivotal Education’s International Student Letter of Offer and Acceptance Agreement includes a requirement that while the overseas student is in Australia and studying with Pivotal Education, the student must notify Pivotal Education of his or her contact details including:

1. The student’s current residential address, mobile number (if any) and email address (if any)
2. Who to contact in emergency situations

Any changes to those details must be provided to Pivotal Education within 7 days of the change

Payment of Fees

Pivotal Education does not accept tuition or non-tuition fees until the overseas student has signed or otherwise accepted the International Student Letter of Offer and Acceptance Agreement

Pivotal Education may accept tuition or non-tuition fees at the same time as the overseas student signs or accepts the International Student Letter of Offer and Acceptance Agreement where the overseas student:

1. sends the signed International Student Letter of Offer and Acceptance Agreement with an accompanying payment
2. makes the payment in person with the signed International Student Letter of Offer and Acceptance Agreement to Pivotal Education

Written Agreements Records Retention

Pivotal Education retains records of all written agreements as well as receipts of payments made by students under the written agreement for at least two (2) years after the individual ceases to be an accepted student, which is consistent with the record keeping requirements under section 21 of the ESOS Act and 3.04 Education Services for Overseas Students Regulations 2001

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