

Purpose

Polytechnic Victoria under the ESOS Act 2000 and the National Code 2018 must have in place a policy and procedure for formalization of enrolment.

Scope

This Policy applies to all the students at Polytechnic Victoria and staff of Polytechnic Victoria that are involved in enrolments process.

Policy

This policy/procedure supports 'Standard 3' of the 'National Code of Practice for Registration Authorities & Providers of Education & Training to Overseas Students 2018' which states:

'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.'

And

The policy supports Standard 5 Clause 5.2 and Clause 5.3

The following procedures indicate the requirements of the enrolment agreement that is to be accepted prior to collecting course monies from students.

Definitions

Enrolment Fee:	The fee payable, set out in the Student Enrolment to make an Application to study the Course at Polytechnic Victoria. The Enrolment Fee is a non-refundable fee covering the cost of registration; The Enrolment Fee is subject to change.
Course:	A Full-time Registered course or program offered by the Institute and registered in accordance with the requirements of the ESOS Act.
Course Fees:	The money received by Polytechnic Victoria for providing the Course to the Student and includes: <ul style="list-style-type: none"> • Tuition fees, • Any amount received by Polytechnic Victoria that must be paid to a registered health benefits organisation on behalf of the Student; and • Any other amount the Student has paid, directly or indirectly, to the College in order to undertake the Course. • A non-refundable fee covering the cost of registration, and • A non-refundable airport reception and accommodation booking fee (where applicable). • Fees are subject to change
ESOS Act:	The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia, as amended from time to time.
Full-time:	The normal amount of study for a particular Course, which is approved by the accrediting authority for the Course.

National Code:	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.
Principal Course:	The main course or program of study to be undertaken by a Student where a Student visa has been issued for multiple courses of study. The principal course or program of study would normally be the final course or program of study where the overseas Student arrives in Australia with a student visa that covers multiple courses.
Student:	A Student who is enrolled at Polytechnic Victoria and includes both prospective Students and enrolled Students who are 'overseas students' as defined in the National Code and hold student visas as defined by the ESOS Act.
Tuition Fees:	The fees for enrolment in a Course determined by the Institute and advised in the 3.5 Letter of Offer and Acceptance Agreement (Student Agreement), as being the tuition fees for the Course.
Course Money:	Course Fees and application fees

Overseas Students

Polytechnic Victoria 3.5 Letter of Offer and Acceptance Agreement

- In following the requirements of Standard 3 from the National Code all students are to sign complete 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT on acceptance into any course offered by the Polytechnic Victoria and prior to paying any fees to Polytechnic Victoria. The student will previously have submitted a Student application and received all information relating to living in Australia and studying at the Polytechnic Victoria.
- All students must receive and understand the student handbook and pre departure guide which details the following
 - campus locations and a general description of facilities, equipment, and learning and library resources available to students
 - indicative course-related fees including advice on the potential for fees to change during the learner's course
 - information about the grounds on which the learner's enrolment may be deferred, suspended or cancelled
 - a description of the ESOS framework made available electronically by Department of Education
 - relevant information on living in Australia, including:
 - indicative costs of living
 - accommodation options; and
 - Where relevant, schooling obligations and options for school-aged dependents of intending learners, including that school fees may be

incurred.

Prospective students can also access the following from Polytechnic Victoria website <http://www.Pv.edu.au>

- refund policies
- the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable
- the course content and duration, qualification offered if applicable, modes of study and assessment methods
- details of any arrangements with another registered provider, person or business to provide the course or part of the course
- A 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT is issued when a student has submitted a 3.1 Application form as indicated in the student handbook.
- The 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT is to be signed and submitted by the student with appropriate payment for the issuance of eCOE.

The 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT shall contain as a minimum the following information:

- 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
- outline any prerequisites necessary to enter the course or courses, including English language requirements
- list any conditions imposed on the student's enrolment
- 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)
- 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
- 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
- outline the registered provider's 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
- Only use links to provide supplementary material.
- The Polytechnic Victoria 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:

- 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)
 - 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
 - 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".
- This 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT shall be signed and returned to the Polytechnic Victoria as an indication that the student accepts the terms and conditions imposed when studying with Polytechnic Victoria.
 - The student must be of 18 years of age to be able to complete this 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT and sign the declaration.
 - The signed declaration indicates the student agrees with following which must be stated on the 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT:
 - a. That the information provided by the Applicant in their student application is complete and correct.
 - b. Agrees to be bound by the Polytechnic Victoria rules and regulations and any amendments made to the rules and regulations.
 - c. Agrees to observe Department of home Affairs student visa requirements.
 - d. Agrees to pay all fees required on or by the due date as notified in writing by the Polytechnic Victoria or as per the invoice.
 - e. Polytechnic Victoria will access these fees in accordance with the procedures established by the State Government and the Department of Education and Training.
 - f. Changes or variations to this contract may attract an administrative fee.
 - g. Polytechnic Victoria reserves the right to accept or reject any student application at its discretion.
 - h. Polytechnic Victoria reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and in that event, shall refund all payments received from the Applicant.
 - i. Refunds are made in accordance with Refund Policy and Procedure.
 - j. Where a student' contact details change while studying with the Polytechnic Victoria the student must advise the Polytechnic Victoria of these changes within 5 days. These details include but are not limited to details such as address and contact phone details.
 - The 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT will also include information relating to the documented Refund Policy and Procedure.

- The signed 3.5 LETTER OF OFFER AND ACCEPTANCE AGREEMENT will be kept in the STUDENT ADMIN FILE along with their initial student application and all other documents relevant to the student's enrolment.

Forms/Record Keeping

Title	Location	Responsible Officer / Dept	Minimum Retention Period
3.1 Application form	Student File	Admin Manager, Operations Manager	2 Years
3.5 Letter of Offer and Acceptance Agreement	Student File	Operations Manager	2 Years

REFUND POLICY AND PROCEDURE

Please refer to **3.1 Refund Policy and Procedure**

DOMESTIC STUDENTS

Polytechnic Victoria 3.1 DOMESTIC APPLICATION AND LOF FORM (LOCAL STUDENTS)

- All students must complete a **3.1 DOMESTIC APPLICATION AND LOF FORM** including the Victorian Student Number if known; otherwise VSR (Victorian Student Register) will generate a Victorian Student Number for the student. Students must provide all supporting documentation.
- A Language Literacy and Numeracy Test (LLN) at an appropriate AQF Level are provided to the student to assess that they meet the entry requirement in their chosen course. This is utilised as a pre training review. If the student does not meet the LLN requirements, Polytechnic Victoria offers the student with special English support classes.
- The student will also need to meet other entry requirements or pre-requisites as per the Training Package Rules of their chosen course.
- In following the requirements of Standard 5 all students are to complete a 3.1 DOMESTIC APPLICATION AND LOF FORM on acceptance into any course offered by the Polytechnic Victoria and prior to paying any fees to the Polytechnic Victoria that the student accepts the terms and conditions imposed when studying with the Polytechnic Victoria.
- All students must receive and understand the STUDENT HANDBOOK (DOMESTIC) before entering into the agreement.
- The 3.1 DOMESTIC APPLICATION AND LOF FORM shall contain as a minimum the following information:
 - 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;

- c. Provide information in relation to refunds of course money 3.1 Refund Policy and Procedure
- 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. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student conditions of enrolment; and
- e. Advise the student of his or her obligation to notify the registered provider of a change of address or contact details while enrolled in the course'
- The student must be of 18 years of age to be able to complete the 3.1 DOMESTIC APPLICATION AND LOF FORM and sign the declaration.
- The signed declaration indicates the student agrees with following which must be stated on the 3.1 DOMESTIC APPLICATION AND LOF FORM:
 - That the information provided by the Applicant in their **3.1 DOMESTIC APPLICATION AND LOF FORM** is complete and correct.
 - Agrees to be bound by the Polytechnic Victoria rules and regulations and any amendments made to the rules and regulations.
 - Agrees to pay all fees required on or by the due date as notified in writing by Polytechnic Victoria or as per the invoice or any amendments to the fees.
 - Changes or variations to this contract may attract an administrative fee.
 - Polytechnic Victoria reserves the right to accept or reject any 3.1 DOMESTIC APPLICATION AND LOF FORM at its discretion.
 - Polytechnic Victoria reserves the right to cancel any course prior to the commencement date of the course should it deem it necessary and in that event, shall refund all payments received from the Applicant.
 - Refunds are made in accordance with **Refund Policy and Procedure**.
 - Where a student' contact details change while studying with the Polytechnic Victoria the student must advise the Polytechnic Victoria of these changes within 5 days. These details include but are not limited to details such as address and contact phone details.

Suitability analysis

Analysis is conducted prior to enrolment of local students. This is conducted through 3.1 DOMESTIC APPLICATION AND LOF FORM.

This analysis includes the following three areas:

- Main reason for undertaking the course
- What the student hopes to accomplish by undertaking the course
- Identify the best way the student likes to learn