

ENROLMENT AND WRITTEN AGREEMENT POLICY AND PROCEDURE

1. Purpose

The purpose of this policy is to indicate the requirements of the Enrolment Acceptance agreement that is to be accepted prior or at the same time as accepting course money from students.

2. Scope

ELICOS students enrolled at SMART English Melbourne

SMART English Melbourne staff

All staff are made aware of the requirements of this policy through staff induction, regular meetings, staff updates and continuous improvement practices. Students are made aware of this policy through the SMART English Melbourne website, Student Handbook, and during the enrolment and orientation processes.

3. Procedure

- In following the requirements of Standard 3 from the National Code 2018, all international students are required to complete an Acceptance Agreement confirming their acceptance of the offer of enrolment made into any course offered by the SMART English Melbourne and prior to paying any fees to the SMART English Melbourne.
- An Acceptance Agreement is issued with the Letter of Offer i.e. when a student has submitted a completed Student Application Form along with the required documents and has been deemed eligible for the purposes of studying as a full time international student at SMART English Melbourne.
- SMART English Melbourne's Enrolment team will provide each potential student with a Letter of Offer and Acceptance Agreement as the final stage of acceptance into a course of study with the SMART English Melbourne. This agreement is to be signed and submitted by the student with appropriate payment to support their enrolment.
- The Letter of Offer and Acceptance Agreement explicitly contains the following information:
 - a. 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
 - b. outline any prerequisites necessary to enter the course or courses, including English language requirements
 - c. list any conditions imposed on the student's enrolment
 - d. 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)
 - e. provide details of any non-tuition fees the student
 - f. set out the circumstances in which personal information about the student may be disclosed by the college, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988
 - g. outline the college's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals) of the National Code 2018
 - h. 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
- The Letter of Offer and Acceptance Agreement also includes the following information in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:



- a. 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 SMART English Melbourne)
 - b. processes for claiming a refund
 - c. 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
 - d. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
 - e. 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”.
- The Letter of Offer and Acceptance Agreement also contains a requirement that the overseas student or intending overseas student, while in Australia and studying with the SMART English Melbourne, must notify the SMART English Melbourne of his or her contact details including:
 - a. the student’s current residential address, mobile number (if any) and email address (if any)
 - b. who to contact in emergency situations
 - c. any changes to those details, within 7 days of the change.
 - Letter of Offer and Acceptance Agreement between SMART English Melbourne and students must specify a minimum of 20 hours face-to-face scheduled course contact per week for the course.
 - This agreement shall be signed and returned to the SMART English Melbourne as an indication that the student accepts the terms and conditions imposed when studying with the SMART English Melbourne.
 - The student must be of 18 years of age to be able to complete this agreement and sign the declaration.
 - The signed declaration indicates the student agrees with following:
 - a. Agrees to be bound by the SMART English Melbourne policies and procedures and any amendments made to.
 - b. Agrees to undertake a testing requirement prior to any course entry if deemed necessary by the SMART English Melbourne and adhere to any other pre-requisites identified.
 - c. Agrees to pay all fees required on or by the due date as notified in writing by the SMART English Melbourne or as per the invoice.
 - d. The SMART English Melbourne 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.
 - e. Refunds are made when a student application supports one of the below reasons for refund. Any refundable amounts owed to the student will be made within 14 days.
 - SMART English Melbourne does not commence a course on the starting date outlined in the Letter of Offer or discontinues the delivery of a course before it is completed and if the student is unable to enroll in a similar course at SMART English Melbourne
 - The course is not provided fully to the student because the college has a sanction imposed by a government regulator
 - If the course defaults, refunds will be granted in accordance with the provisions of the ESOS Act
 - The signed Letter of Offer and Acceptance Agreement will be kept on the student’s file along with their initial application and all other documents relevant to the student’s enrolment for at least 2 years after the person ceases to be an accepted student.
 - Any original documents submitted and the signed Letter of Offer and Acceptance Agreement will be copied and sent back to the student with a confirmation.

