

## Enrolment Policy and Procedure

### 1. Scope

This policy is applicable to all potential and current students of Headmasters Academy.

### 2. Purpose

- 2.1 This policy articulates Headmasters' practices as they apply to overseas students in compliance with the Education Services for Overseas Students Act 2000 (the ESOS Act) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code). In the case of domestic students this policy articulates Headmasters' practices as they comply with the *Standards for Registered Training Organisations (RTOs)*.
- 2.2 This policy is to ensure that Headmasters has a formalised process of enrolling students with written agreements in place to protect the rights and clearly set out the responsibilities of both Headmasters and the students.
- 2.3 This policy supports prospective students seeking to enrol to receive fair, equitable and transparent treatment and provides guidance for staff involved in issuing Offer and Acceptance agreements.

### 3. Policy Principles

3.1 Headmasters will prior to enrolment or the commencement of training and assessment, whichever comes first,

3.1.1 Provide advice about the course appropriate to the learner's needs, taking into consideration the individual's existing skills and competencies

3.1.2 Provide in print or through referral to an electronic copy, current and accurate information that enables the learner to make informed decisions about undertaking training with the RTO and at a minimum includes the following content:

- a. the code, title and currency of the training product to which the learner is to be enrolled, as published on the national register
- b. the training and assessment, and related educational and support services the RTO will provide to the learner including the:
  - i. estimated duration
  - ii. expected locations at which it will be provided
  - iii. expected modes of delivery
  - iv. name and contact details of any third party that will provide training and/or assessment, and related educational and support services to the learner on the RTO's behalf

- v. any work placement arrangements.
  
  - c. the RTO's obligations to the learner, including that the RTO is responsible for the quality of the training and assessment in compliance with these Standards, and for the issuance of the AQF [Australian Qualifications Framework] certification documentation
  
  - d. the learner's rights, including:
    - i. details of the RTO's complaints and appeals process required by Standard 6 of the RTO Standards
    - ii. if the RTO, or a third party delivering training and assessment on its behalf, closes or ceases to deliver any part of the training product that the learner is enrolled in.
  
  - e. the learner's obligations:
    - i. in relation to the repayment of any debt to be incurred under the VET [Vocational Education and Training] FEE-HELP scheme arising from the provision of services
    - ii. any requirements the RTO requires the learner to meet to enter and successfully complete their chosen training product
    - iii. any materials and equipment that the learner must provide
  
  - f. information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services.
- 3.2 Ensure that Headmasters has a written agreement with every student or intending student which it enrolls.
- 3.3 Formalise the written agreement in the form of a Letter of Offer and Acceptance.
- 3.4 Ensure that the written agreement meets the requirements of Standard 3 of the National Code and the ESOS Act and Clauses 5.1 to 5.3 – Informing and protecting students in the RTO Standards..
- 3.5 Ensure that written agreements with students are held for at least two years after the cessation of the student's enrolment at Headmasters. In the case of VSL students the information will be kept for five years.
- 3.6 Ensure that the written agreement is signed or otherwise accepted by the overseas student, or if they are under 18 years of age, their parent or legal guardian prior to accepting course money from the student.
- 3.7 Include relevant Headmasters policies required by the National Code and the RTO Standards.

3.8 Include student obligations which may be required by the student visa program, and any funding or loan program available to the student.

3.9 Include Headmasters' statement of privacy protection on personal information.

#### **4. The Written Agreement**

4.1 Headmasters' written agreement must include in plain English:

- a) Outline of the course(s) in which the student is to be enrolled; Expected course start and end dates and location(s) of the course(s) at which the courses will be delivered;
- b) Any and all modes of study for the course, work-based training and/or placements where applicable;
- c) The name of the overseas student's education agent where applicable;
- d) The pre-requisite requirements for entry into the course, including English language requirements;
- e) Any conditions imposed on the individual student's enrolment if applicable;
- f) All tuition fees payable by the student for the course(s), the periods to which those tuition fees relate and payment options;
- g) Under the ESOS Act, student may choose to pay more than 50 percent of their tuition fees before their courses commences;
- h) The 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;
- i) Information collected about the student during their enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS) and the Fund Manager;
- j) The outline of the internal and external complaints and appeals processes, and that Headmasters is bound by the ESOS Act 2000, National Code 2018 and the RTO Standards 2015.
- k) 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';
- l) A statement that the student is responsible for keeping a copy of the written agreement as supplied by Headmasters and the receipts of any payments of tuition and non-tuition fees;
- m) The provision of the access to the related Headmasters policies and documents;

- n) The acknowledgment by the student they have read and understood terms and conditions and read the *Information for Intending Students*; and
  - o) A requirement of overseas students that throughout their studies they must notify Headmasters:
    - i. Student contact details, email, phone and residential address;
    - ii. Emergency contact details; and
    - iii. Update these required details within seven (7) days of any change.
- 4.2 The written agreement must include a clear explanation on the refunds of tuition and non-tuition fees in 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 registered provider);
  - 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; and
  - d) Explanation of what happens in the event of a course not being delivered, including the role of the TPS.

### Version Control and Accountable Officers

It is the joint responsibility of the Implementation Officer and Responsible Officer to ensure compliance with this policy.

<b>Responsible Officer</b>	CEO		
<b>Implementation Officers</b>	CEO in Liaison with Student Services Manager		
<b>Review Date</b>	June 2023		
<b>Approved by</b>			
TMG			
<b>Associated Documents</b>			
Agent Recruitment and Management Policy and Procedures Complaints and Appeals Policy and Procedures Completion Within the Expected Duration of Study Policy and Procedures Letter of Offer and Acceptance Management of U18 International Students Policy and Procedures Marketing Policy and Procedures Privacy Policy and Procedure			
<b>Version</b>	<b>Brief Description of the Changes</b>	<b>Date Approved</b>	<b>Effective Date</b>

1	New Policy	May 2020	May 2020
2.0	Addition of requirements of Clauses 5.1 to 5.3	March 2022	March 2022