

# Application, Enrolment, and Pre-Training Review Policy and Procedures

## Policy

1. This policy supports the Standards for Registered Training Organisations (RTOs) 2015 – Standard 1, 3, and 5; ESOS National Code 2018 - Standard 2 and 3; and the ELICOS Standards 2018 - Standard P1.
2. This policy supports the Skills First Program Funding Contract requirements.
3. The College provides learners with information prior to commencement of services including any third party arrangements affecting the delivery of training and/or assessment.
4. The College recruits students in an ethical and responsible manner and provide information that enables students to make informed decisions about studying with the College in Australia. The College ensures students' qualifications, experience and English language proficiency are appropriate for the course for which enrolment is sought. The College must have and implement a documented policy and process for assessing whether the student's English language proficiency, educational qualifications or work experience is sufficient to enable them to enter the course. Please refer to Assessing Student's Qualifications, Experience and English Language Proficiency Policy and Procedure.
5. The College will provide or make readily available information to the learner that outlines the services the College will provide the learner, along with the rights and obligations of the learner and the College. This information is contained in the College's student prospectus, course handbook, marketing materials or Letter of Offer and Written Agreement.
6. The College's ELICOS courses must have a minimum of 20 hours face-to-face scheduled course contact per week.
7. Prior to accepting an overseas/ international student or intending overseas student for enrolment in a course, the College must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:
  - a. the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable
  - b. the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods
  - c. course duration and holiday breaks
  - d. the course qualification, award or other outcomes
  - e. campus locations and facilities, equipment and learning resources available to students
  - f. the details of any arrangements with another provider, person or business who will provide the course or part of the course if applicable. The College does not have any arrangements with another provider in providing its courses.
  - g. indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the College's cancellation and refund policies

- h. the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled
    - i. the ESOS framework, including official Australian Government material or links to this material online
    - j. accommodation options and indicative costs of living in Australia.
8. Prior to enrolment or the commencement of training and assessment, whichever comes first, the College provides advice to the prospective learner about the training product appropriate to meeting the learner's needs, taking into account the individual's existing skills and competencies.
9. Prior to enrolment or the commencement of training and assessment, whichever comes first, the College provides, 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 College and at a minimum includes the following content:
  - the code, title and currency of the training product to which the learner is to be enrolled, as published on the National Register
  - the training and assessment, and related educational and support services the College will provide to the learner including the:
    - estimated duration
    - expected locations at which it will be provided
    - expected modes of delivery
    - 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 College's behalf, and
    - any work placement arrangements.
  - the College's obligations to the learner, including that the College is responsible for the quality of the training and assessment in compliance with these Standards, and for the issuance of the AQF certification documentation.
  - the learner's rights, including:
    - details of the College's complaints and appeals process required by Standard 6 of the Standards for RTOs 2015, and
    - if the College closes or ceases to deliver any part of the training product that the learner is enrolled in
  - the learner's obligations:
    - any requirements the College requires the learner to meet to enter and successfully complete their chosen training product, and
    - any materials and equipment that the learner must provide, and
  - information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services if applicable.
10. Where the College collects fees from the individual learner, either directly or through a third party, the College provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:
  - all relevant fee information including:
    - fees that must be paid to the College, and
    - payment terms and conditions including deposits and refunds
  - the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
  - the learner's right to obtain a refund for services not provided by the College in the event the:

- arrangement is terminated early, or
  - the College fails to provide the agreed services.
11. Where there are any changes to agreed services, the College advises the learner as soon as practicable, including in relation to any new third party arrangements or a change in ownership or changes to existing third party arrangements.
  12. The College must enter into a 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.
  13. In addition to all requirements in the ESOS Act, the written agreement for overseas students must, in plain English:
    - 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, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
    - 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 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
    - 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
    - i. only use links to provide supplementary material.
  14. The College must include in the written agreement for overseas students 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:
    - 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 College)
    - 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 written agreements between the College and students specify the scheduled course contact hours for the ELICOS courses in which the student is to be enrolled, ensuring that they indicate the student’s scheduled course contact hours, and include:

- a. a minimum of 20 hours face-to-face scheduled course contact per week for the course
  - b. any other scheduled course contact hours required by the course.
15. The College must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the College 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.
16. The College must retain records of all written agreements for overseas students 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.
17. Written agreements stated in the College’s Letter of Offer and Written Agreement between the College and students set out the services to be provided, fees payable and information in relation to refunds of tuition fees.
18. The College must have a written agreement with each student.
19. The College does not accept tuition fees from international students before a Letter of Offer and Written Agreement-International Student has been signed or otherwise accepted by that student (or the student’s parent or legal guardian if the student is not yet 18 at the time of enrolment, however will be at the course commencement date).
20. The College enters into a written agreement with the student, signed or otherwise accepted by that student, concurrently with or prior to accepting tuition fee from the student.
21. All students must complete, sign and submit an application form together with required supporting documents to the College before being offered a course.
22. All students must sign a Written Agreement and make an initial payment before being enrolled to a course.
23. The College recognises qualifications and Statements of Attainment issued by another RTO. Where a student enrolls in a qualification delivered and assessed by the College, then the College will recognise units of competency included on a Statement of Attainment/ Records of results issued to the applicant by another RTO towards the qualification assuming the units meet the packaging rules of the qualification delivered by the College.
24. The College’s recognises students’ prior learning. Recognition of Prior Learning (RPL) is a process through which applicants gain course credits based on experience gained through similar study (but not direct equivalent), work experience (in any form) or through informal or formal training or other life experiences.
25. The College determines the support needs of individual learners and provides access to the educational and support services necessary for the individual learner to meet the requirements of the training product as specified in training packages or VET accredited courses.

26. The College ensures that all procedures and policies for international/ domestic/ other temporary visa holder students enrolling into a course offered by us are followed correctly. The College has a student record management system Wisenet in place that provides data that meets the AVETMISS Standard. For more information see Records Management Policy and Procedures.
27. For international students, the Enrolment Officer is to notify the ESOS Agency and TPS Director via PRISMS of the following:
  - a. Provider Default within 3 business days of the default occurring and the outcome of the discharge of the College's obligation within 7 days after the end of the College obligation period (the College's obligation period is 14 days after the day of the default).
  - b. Student Default within 5 business days of the default occurring and the outcome of the discharge of the College's obligation within 7 days after the end of the College obligation period
28. This policy applies to staff, students and education agents.
29. The CEO is responsible for the implementation of the policy and procedures and to ensure that staff, students and education agents are aware of its application and implement its requirements.

## Procedures

### Definitions:

**International students** are overseas students who hold an Australian student visa.

**Domestic students** are students who are

- an Australian citizen;
- a New Zealand citizen (or dual citizenship holders of either Australia or New Zealand);
- an Australian permanent resident; or
- an Australian humanitarian visa holder.

**Other temporary visa holder students** are non-domestic students who do not hold an Australian student visa.

## For International Students

### 1. Student Engagement Before Enrolment for International students

Prior to accepting an overseas/ international student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:

- a. the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable
- b. the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods
- c. course duration and holiday breaks

- d. the course qualification, award or other outcomes
- e. campus locations and facilities, equipment and learning resources available to students
- f. the details of any arrangements with another provider, person or business who will provide the course or part of the course if applicable. The College does not have any arrangements with another provider in providing its courses.
- g. indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the College's cancellation and refund policies
- h. the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled
- i. the ESOS framework, including official Australian Government material or links to this material online
- j. accommodation options and indicative costs of living in Australia.

## 2. Application Process

1. Applicants must complete the student Application Form, sign and date where required and attach **verified** evidence of qualifications, work experience (if relevant) and IELTS test / the College's English Language Placement Test results. Documents that are not in English language must be accompanied by their English translation.
2. The Enrolment Officer must review the student applications and determine if an offer should be made on the basis of the entry requirements for the qualification. To be accepted the applicant must at least meet the academic entry requirements and the minimum IELTS requirement for international students.
3. If the applicant's educational qualifications do not meet the College's admission requirements, other factors may be considered at the discretion of the college. Verified evidence of these other factors must be included with the application. These other factors may include:
  - Mature age, and or proof of being 18 years or older at the proposed date of commencement
  - Work experience,
  - Attitude and aptitude,
  - Previous academic results,
  - Attendance / participation rate in their previous College,
  - Ability and skills to function in an academic environment,
  - Possibility to succeed in his/her academic endeavours
4. The entry requirements can be assessed using the College's Assessing Students Qualifications, Experience and English Language Proficiency Policy and Procedures to align overseas qualifications.
5. Having arrived at an admission decision, the English language skills (language and literacy) will be assessed. If student has a satisfactory IELTS score (listed under the College's entry requirements), the applicant will be offered a place in the chosen course.
6. If an applicant cannot produce a satisfactory IELTS score, and the College has concerns about the applicant's English language skills to cope in an academic environment, the applicant will be advised to enrol in an ELICOS/ English course for an appropriate duration until the student achieves an IELTS score of 6.0 or equivalent.
7. IELTS testing may not be required where an applicant clearly has the required English language skills. The application of this rule will be on a case-by-case basis and in

- accordance with the English language requirements that apply to the visa eligibility for the country assessment level published by the Department of Home Affairs (for international students) <https://www.homeaffairs.gov.au/trav/stud/More/Student-Visa-English-Language-Requirements>. Any evidence supplied in support of an application under this rule would require original copies of reliably authenticated evidence.
8. Where a letter of offer is to be made to an applicant the Enrolment Officer must sign and date the appropriate section on the student application form.
  9. If the application is successful, a Letter of Offer and Written Agreement-International Student will be sent to the applicant/ their agent/ representative (including details of tuition fees, commencement dates, OSHC and Visa information). Letters of Offer will not be made to students who will be less than 18 years of age at the proposed commencement date.
  10. Applicants wishing to accept the offer must complete, sign and date the Letter of Offer and Written Agreement and return it to the College, and pay the fee requested in the Letter of Offer and Written Agreement.
  11. The completed Letter of Offer and Written Agreement must be reviewed and accepted by the Enrolment Officer. Where a Written Agreement is to be accepted by the College the Enrolment Officer must sign and date the appropriate section on the Written Agreement.
  12. Once the completed Letter of Offer and Written Agreement and the fee is received (and cleared by the bank):
    - an electronic Confirmation of Enrolment (eCOE) will be generated from PRISMS and sent to the student/ the student's agent/ representative. The CoE must be prepared in accordance with the requirements of the PRISMS Provider User Guide. There must be a CoE issued for each qualification that the student is going to be enrolled in and for which an award will be issued if the student is successful in completion.
  13. Applicants who are international students must then apply for a student visa at their Australian Student Visa issuing centre and make travel arrangements to arrive in Australia in time to commence their course.
  14. All completed applications are to be filed into the respective student's file.

### **For Domestic/ Other Temporary Visa Holder Students**

1. Applicants must complete the student Application Form, sign and date where required and attach a photo ID and **verified** evidence of qualifications, work experience (if relevant) and IELTS test results or successfully complete the College's LLN (Language, Literacy and Numeracy) Test.
2. The Enrolment Officer must review the student applications and determine if an offer should be made on the basis of the entry requirements for the qualification. To be accepted the applicant must at least meet the Language, Literacy and Numeracy (LLN) Skills requirements including through successful completion of the College's LLN test if there are no evidence of qualifications, work experience (if relevant) and IELTS test.
3. The entry requirements can be assessed using the College's Assessing Students Qualifications, Experience and English Language Proficiency Policy and Procedures to align overseas qualifications.
4. Where a letter of offer is to be made to an applicant the Enrolment Officer must sign and date the appropriate section on the student application form.
5. If the application is successful, a Letter of Offer and Written Agreement-Domestic Student / Letter of Offer and Written Agreement-Other Temporary Visa Holder will be

- sent to the applicant/ their agent/ representative. Letters of Offer will not be made to students who will be less than 18 years of age at the proposed commencement date.
6. Applicants wishing to accept the offer must pay the fee requested in the Letter of Offer and Written Agreement, complete, sign and date the Letter of Offer and Written Agreement and return it to the College.
  7. The completed Letter of Offer and Written Agreement must be reviewed and accepted by the Enrolment Officer. Where a Written Agreement is to be accepted by the College the Enrolment Officer must sign and date the appropriate section on the Written Agreement.
  8. Once the completed Letter of Offer and Written Agreement and the fee is received (and cleared by the bank), a student is enrolled at the College.
  9. All completed applications are to be filed into the respective student's file.

### **For Skills First Program Government Funded Students**

1. Applicants must complete a Skills First Program - Evidence of Eligibility and Student Declaration Form and an Application Form, sign and date where required and provide a photo ID and evidence of government funding eligibility, qualifications, work experience (if relevant) and successfully complete the College's LLN (Language, Literacy and Numeracy) Test. All evidence will be verified by the Enrolment Officer.
2. The Enrolment Officer must review the student applications, conduct a pre-training review using the Pre-Training Review Form and determine if an offer should be made. The Pre-training Review process including assessment if the students meet the entry requirements of their chosen courses is detailed in the College's Assessing Students Qualifications, Experience and English Language Proficiency Policy and Procedures.
3. The Enrolment Officer is to check if the Evidence of Eligibility and Student Declaration Form is accurately completed and if required ask a relevant student to properly complete the form; and to sight and retain evidence of eligibility. A sample of a properly completed Evidence of Eligibility and Student Declaration Form is provided as reference for the Enrolment Officer.
4. Students' eligibility for Skills First Program government funding is assessed against the Skills First Program eligibility criteria using the Guidelines About Eligibility. All relevant eligibility exemptions and exceptions are also considered as part of the college' eligibility assessment.
5. Where a letter of offer is to be made to an applicant the Enrolment Officer must sign and date the appropriate section on the student application form.
6. If the application is successful, a Letter of Offer and Written Agreement-Domestic Student (Government Funding) will be sent to the applicant/ their agent/ representative. Letters of Offer will not be made to students who will be less than 18 years of age at the proposed commencement date.
7. Applicants wishing to accept the offer must pay the fee requested in the Letter of Offer and Written Agreement, complete, sign and date the Letter of Offer and Written Agreement and return it to the College.
8. The completed Letter of Offer and Written Agreement must be reviewed and accepted by the Enrolment Officer. Where a Written Agreement is to be accepted by the College the Enrolment Officer must sign and date the appropriate section on the Written Agreement.
9. Once the completed Letter of Offer and Written Agreement and the fee is received (and cleared by the bank), a student is enrolled at the College.
10. Completion of an Individual Training Plan:



- a. Before training commencement, or no later than four weeks after training commencement, an Individual Training Plan that meets the requirements set out in the Skills First Program Funding Contract will be generated for the student and discussed with the student by a relevant trainer.
- b. If the student is participating in training at the college, the Individual Training Plan will be agreed to and signed by the student and the relevant trainer.
- c. If the student is participating in workplace-based training, an Individual Training Plan (Workplace Training) is also to be agreed to and signed by the employer in addition to the student and the relevant trainer.
- d. The Training Plan is effective only when signed by all relevant parties. The relevant parties' signatures are to confirm that they have discussed, understand and are satisfied with the Individual Training Plan arrangements.
- e. A copy of the Individual Training Plan is provided to the student before training commencement, or no later than four weeks after training commencement. A copy of the Individual Training Plan will be kept in the student's enrolment file by the Administration staff. Another copy of the Individual Training Plan will be kept by the relevant trainer in the student's academic files to monitor the student's course progress. If the student is participating in workplace-based training, a copy of the Individual Training Plan is also provided to the employer.
- f. If the Individual Training Plan is updated according to any changes that occur during the delivery of training and/or assessment, the changes will be communicated to the student as soon as practicable by the trainer.
- g. The actual training and assessment activities recorded in the Individual Training Plan, supported by evidence of participation, will form data that will be reported via SVTS.

The college's staff are to refer to the Issuance of Individual Training Plans for Skills First Programs Procedure.

11. All of the above enrolment documents are to be filed into the respective student's file.

### **Students under 18**

- No students under 18 years of age will be enrolled in the College. If a student is not 18 years of age at the time of application, but will be 18 years at the course commencement date, a statutory declaration from a parent or guardian must be provided along with the application.

### **Credit Transfer**

- Course credits may be gained by applicants who are transferring from another RTO or have studied one or more units in the same qualification at another RTO.
- See Credit Transfer Policy and Procedures

### **Recognition of Prior Learning (RPL)**

- Each qualification has processes on how RPL is to be assessed for that course and the units within that course.
- It is important that students lodge an application for RPL with their Application Form.
- See Recognition of Prior Learning (RPL) Policy and Procedures