



CHRISTIAN HERITAGE COLLEGE

POLICY: Formalisation of Enrolment for Overseas Students

Policy Group(s): Group C: Administration – 3: Students (Ref: C3/0807.1-0415/0118)

Related Policy: Admission to Postgraduate Courses
Admission to Undergraduate Courses
Deferral for Overseas Students
Enrolment
Grievance Policy for Overseas Students
Refunds for Overseas Students
Transfer of Credit for Overseas Students

Commencement Date: August 2007

Review Date: April 2015

January 2023

POLICY STATEMENT

Intent:

In all of its policy and procedures CHC endeavours to act in accordance with the legislation and codes as well as adhere to its Christian ethos of ethical and responsible behaviour. The formalisation of the enrolment of an overseas student is a complex one which must comply with legislation and a number of guidelines and/or codes. This policy is intended to make that process clear for staff and overseas applicants.

Scope:

The enrolment of overseas students.

Restrictions: Overseas students on visas other than international student visas.

Exclusions: Domestic Students

Objectives:

1. To make clear the necessary requirements for formalising the enrolment of an overseas student.
2. To maintain compliance with the relevant legislation and related regulations and codes.
3. To provide academic administration staff and Student Administration staff with clear guidelines for the formalisation of enrolment of overseas students.
4. To ensure compliance with *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (the National Code 2018) specifically Standard 3.

Policy Provisions:

1. General

- 1.1. The ESOS Framework including the Education Services for Overseas Students Act 2000 (*ESOS Act*) and the *National Code 2018* require enrolment procedures of overseas students to be set out in precise terms which provide the student with consumer rights.

- 1.2. Christian Heritage College (CHC) does not accept enrolments of students who will be under the age of 18 at the commencement of their studies.
- 1.3. Each student will be offered and must sign or otherwise accept the *Written Agreement* prior to or at the same time as any money for tuition fees, or non-tuition fees or Overseas Student Health Cover (OSHC) being accepted by CHC. CHC may receive the *Written Agreement* and the payment for fees at the same time.
- 1.4. CHC will not process an enrolment or the payment of any monies until the *Written Agreement* has been signed and lodged.
- 1.5. CHC will provide students with the opportunity to provide change of address and other contact details every six months through the online *Unit Selection Form*.
- 1.6. Where suggested wording is provided through the ESOS Framework, CHC will choose to use that wording to ensure compliance with all the relevant legislation.
- 1.7. CHC will only use hyperlinks to provide supplementary material.

2. The Written Agreement

- 2.1. The *Written Agreement* between CHC and students sets out the services to be provided, fees payable and information in relation to refunds of course money.
- 2.2. CHC will enter into a written agreement with the applicant, signed or otherwise accepted by the applicant (or by their parent or legal guardian if the student is under 18 years of age at the date of the acceptance of the *Written Agreement*), concurrently with or prior to accepting course money from the applicant.
- 2.3. CHC's *Written Agreement* must be signed and returned. Any online acceptance of a *Written Agreement* will be verified for authenticity.
- 2.4. CHC's *Written Agreement* will:
 - 2.4.1. outline the course(s) in which the student is to be enrolled;
 - 2.4.2. state the expected course start date;
 - 2.4.3. state the location(s) at which the course will be delivered;
 - 2.4.4. state the offered modes of study for the course including:
 - 2.4.4.1. compulsory online and/or work-based training;
 - 2.4.4.2. placements;
 - 2.4.4.3. and/or other community based learning;
 - 2.4.4.4. and/or collaborative research training arrangements.
 - 2.4.5. outline any prerequisite necessary to enter the course or courses, including English language requirements
 - 2.4.6. list any conditions imposed on the student's enrolment
 - 2.4.7. provide an itemised list of tuition fees payable by the student;
 - 2.4.8. specify 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 courses commences).
 - 2.4.9. provide details of any non-tuition fees the student may incur, including:
 - 2.4.9.1. as a result of having their study outcomes reassessed;
 - 2.4.9.2. deferral of study;
 - 2.4.9.3. fees for late payment of tuition fees; or
 - 2.4.9.4. other circumstances in which additional fees may apply.
 - 2.4.10. an enclosed note informing overseas students that they must not make payment until CHC has received the signed copy of the *Written Agreement*; and
 - 2.4.11. a statement that reads "*This written agreement, and the right to make complaints and*

seek appeals of decisions and action under various processes, does not effect the right of the student to take action under the Australian Consumer if the Australian Consumer Law applies.”

2.4.12. The following notice is in a prominent position on the *Written Agreement* stating:

*Information is collected by CHC on this form and during a student’s enrolment in order to meet its obligations under the ESOS Act 2000, the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code) and the Higher Education Support Act (2013) to ensure students’ compliance with the conditions of their visas and their obligations under Australian law. This includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breaches of student visa conditions. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001, the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and the Higher Education Support Act (2013). Information collected on this form and during a student’s enrolment can be provided, in certain circumstances, to the Australian government and designated authorities and, if relevant, the Tuition Protection Service. CHC may provide a student’s CHC email address for the purposes of national student surveys. In other instances, information collected on this form or during your enrolment can be disclosed without a student’s consent where authorised or required by Australian law.*¹

2.4.13. provide information relating to refunds of course money;

2.4.14. set out the circumstances in which personal information about the student may be shared between CHC and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS), in accordance with the *Privacy Act 1988*.

2.4.15. This information includes personal contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition; and

2.4.16. advise the overseas student of their obligation to notify CHC of a change of address while enrolled in the course(s).

2.4.17. CHC will include in the *Written Agreement* a requirement that the overseas student or intending overseas student, while in Australia and studying with CHC, must notify CHC of their contact details including:

2.4.18. the student’s current residential address, mobile telephone number (if any) and email address (if any);

2.4.19. who to contact in emergency situations;

2.4.20. any changes to those details, within 7 days of the change

2.5. CHC will also include in the *Written Agreement* the following information, which is to be consistent with the requirements of the *ESOS Act 2000*, in relation to refunds of course money in the case of an overseas student and provider default:

2.5.1. amounts that may or may not be repaid to the overseas student (including any course money collected by education agents on behalf of CHC);

2.5.2. processes for claiming a refund and point students to the full *Refunds for Overseas Students* policy;

2.5.3. 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.

2.5.4. a plain English explanation of what happens in the event of a course not being delivered (see Supporting procedures and Guidelines Section 4);

¹ See CHC’s *Privacy* policy for details on how your information is protected. This policy is available on the CHC website.

- 2.6. The signed *Written Agreement* and the payment of the required course money must be received and made before CHC will generate an electronic Confirmation of Enrolment (e-CoE).
- 2.7. The Declaration section of the *Written Agreement* will include the following wording:

"I am aware of my obligation to pay outstanding course fees and understand CHC will pursue outstanding fees under Australian Law."
- 2.8. CHC will keep a copy of each signed *Written Agreement*.
- 2.9. The student is responsible for keeping a copy of the written agreement as supplied by CHC, and receipt of any payments of tuition fees or non-tuition fees.
- 2.10. CHC's *Written Agreement* will include the above items at the minimum, but may include other items as deemed necessary or appropriate by the Academic Registrar. See Supporting Procedures and Guidelines Section 2 for additional information contained in the *Written Agreement* of the *Letter of Offer*.
- 2.11. CHC must retain records of all *Written Agreements* 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.

3. Accepting Payment

- 3.1. CHC accepts payment through personal cheque, Bank cheque or by Electronic Funds Transfer.
- 3.2. CHC only accepts payment in Australian currency.
- 3.3. CHC will endeavour to not receive the payment of tuition fees or for OSHC from any student until a signed copy of the *Written Agreement* is received by CHC.
- 3.4. When the Academic Registrar's Office receives a copy of the signed *Written Agreement* the Business Office will be informed that payment of course money can be received.
- 3.5. If CHC inadvertently receives payment of tuition fees or the OSHC prior to the signed *Written Agreement* being received, it will:
 - 3.5.1. contact the applicant or the agent immediately to advise them that their payment and enrolment will not be processed until the signed *Written Agreement* is received by CHC;
 - 3.5.2. deposit the money in the designated bank account with an Australian Authorised Deposit-taking Institution (ADI);
 - 3.5.3. not use the money until the signed *Written Agreement* is received; and
 - 3.5.4. refund the money within 20 working days, should a signed *Written Agreement* not be received within that timeframe.

4. Processing the Application

- 4.1. CHC will not process any incomplete applications. See the Supporting Procedures and Guidelines Section 1 for further information regarding application.
- 4.2. CHC will advertise an on-time closing date. Where applications are received after the on-time closing date, CHC will endeavour to process all complete applications in a timely manner to facilitate applications for visas where required by overseas applicants.

5. Complaints and Appeals

- 5.1. CHC's internal and external complaints and appeals processes, in accordance with the National Code 2018, Standard 10 are outlined in the CHC Policy: *Grievance Policy for Overseas Students*.

Supporting Procedures and Guidelines:

1. Processing the Application

- 1.1. Applications for admission to CHC are made directly to CHC. The *Application for Admission – Overseas Student* form is available on the CHC website.

- 1.2. An application from an undergraduate applicant must include the following items:
 - 1.2.1. Evidence of academic history which includes the applicants most recent school report, Senior Certificate, Student Education Profile or tertiary entrance Statement (if available), or interstate or overseas equivalent (in English). These must be certified copies of the original documents and translated into English where required.
 - 1.2.2. Any information required to demonstrate the applicant meets additional entry requirements as outlined on the CHC Course page.
 - 1.2.3. A copy of the main page of the applicant's passport including their signature.
 - 1.2.4. A copy of the applicant's visa if available.
 - 1.2.5. One recent passport-size photos of the applicant.
 - 1.2.6. Completed *Application for Credit Transfer* form and supporting documentation (if applicable).
- 1.3. An application from a postgraduate applicant must include the following items:
 - 1.3.1. Evidence of academic history which includes an official academic transcript(s) of previous and/or current higher education studies and evidence of enrolment at the home institution. These must be certified copies of the original documents and translated into English where required.
 - 1.3.2. Any information required to demonstrate the applicant meets additional entry requirements as outlined on the CHC Course page.
 - 1.3.3. A copy of the main page of the applicant's passport.
 - 1.3.4. A copy of the applicant's visa if available.
 - 1.3.5. One recent passport-size photos of the applicant.
 - 1.3.6. Completed *Application for Credit Transfer* form and supporting documentation (if applicable).
- 1.4. All forms and documents included in the *Application for Admission* should be uploaded to the form. Incomplete applications will force delays in processing.
- 1.5. Each application will be accompanied by the appropriate application fee as publicised on CHC's website in the document *Fees and Charges*.
- 1.6. Upon receipt of the online application the Admissions Officer will load the data to CHC Admissions database and will set the applicant status to "applicant".
- 1.7. Each application is assessed by CHC's Admissions Officer for completion. If the application is incomplete, the Admissions Officer will notify the applicant of this. The complete application will be loaded to the CHC Admissions database and the Academic Registrar notified for assessment and approval. Where there are specific entry requirements which must be judged by the experts in a School, this will be overseen by the Academic Registrar.
- 1.8. A copy of the application form is kept on the student file. Note that this may be the electronic file.
- 1.9. If the application is approved a *Written Agreement* is prepared and emailed to the applicant. The applicant status is changed to "on offer".
- 1.10. The Academic Registrar alerts the Business Office to the overseas offer and the CHC bank account is monitored for money. If any payment of money is received prior to the signed *Written Agreement* the money is deposited in the ADI account and remains unprocessed until such time as CHC receives a signed *Written Agreement*.
- 1.11. The applicant must sign the *Written Agreement* and return this to CHC by scanning and emailing this to the Academic Registrar. If students accept online, they must also provide the original signed *Written Agreement* for verification as soon as practicable.
- 1.12. The Business Office alerts the Academic Registrar when payment is made.
- 1.13. When the signed *Written Agreement* and payment is received, CHC issues an e-COE and sends

this to the student or their agent.

1.14. Where a student does not commence their course, CHC will update PRISMS within 14 days of the non-commencement.

1.15. All students on international student visas are considered CRICOS students regardless of whether they are studying their primary or secondary courses. However, an e-COE is not required for the secondary course.

2. Additional information in the *Written Agreement* or *Letter of Offer*

2.1. The additional information in the *Written Agreement* or *Letter of Offer* should CHC choose to use a *Letter of Offer* will include:

2.1.1. clear distinction between “Tuition and Non-Tuition fees”;

2.1.2. any additional fees;

2.1.3. the length of each study period of each course, and the amount of tuition fees payable for each study period.

3. Processing Payment

3.1. All payment is made through the Business Office.

3.2. CHC cannot receive more than 50% of the student total tuition fees for a course before the student has commenced the course unless the course has only one study period of 24 teaching weeks or less.

3.3. Any payments for tuition received prior to the commencement of the course must be banked within five (5) working days of receipt of the funds.

3.4. CHC cannot request any remaining fees earlier than two weeks prior to the commencement of the second study period.

4. Provision of Information Regarding What Happens if CHC Cannot Provide a Course(s)

4.1. CHC will provide all applicants and students with a plain English explanation of what happens if CHC cannot provide a course(s).

4.2. For those courses which are covered by a Course Assurance Scheme CHC will provide the following statement:

“In the unlikely event that CHC is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within two weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in a suitable alternative course offered by Avondale College at no extra cost to you.

You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If CHC is unable to provide a refund or place you in an alternative course the TPS will either place you in a suitable alternative course at no extra cost to you or refund your unspent tuition fees.”

1.1. Applicants who accept the offer of a place at an alternative institution must accept that offer in writing. CHC will not provide a refund for the non-delivery of any course at CHC in which they were previously enrolled.

POLICY FURTHER INFORMATION

Relevant Commonwealth/State Legislation	ESOS Act 2000 ESOS Regulations 2001 Education (Overseas Students) Act 1996 Education (Overseas Students) Regulation 1998 Higher Education Standards Framework (HESF 2015) National Code 2018 Privacy Act 1988
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ACCOUNTABILITIES

Implementation:	Academic Registrar
Compliance:	Academic Registrar
Monitoring and Evaluation:	Academic Registrar's Office
Development/Review:	Academic Registrar
Approval Authority:	CHC CEO
Interpretation & Advice:	Academic Registrar

WHO SHOULD KNOW THIS POLICY?

Academic Administration Staff
Business Office Staff – Fees
Course Coordinators
Deans
Student Administration Staff

EFFECTIVENESS OF THIS POLICY

Performance Indicators:	<ul style="list-style-type: none">• The accuracy of enrolment procedures for overseas students• Enrolments completed within a timely manner
Other:	Nil
Definitions and Acronyms:	CHC Christian Heritage College CoE Confirmation of Enrolment certificate CRICOS Commonwealth Register of Institutions and Courses for Overseas Students ESOS <i>Education Services for Overseas Students Act 2000</i> National Code 2018 <i>National Code of Practice for Providers of Education and Training to Overseas Students 2018</i> PRISMS Provider Registration and International Students Management System TAS Tuition Assurance Scheme TPS Tuition Protection Service

APPROVAL – section maintained by the Director of Quality and Standards

Reference No.	Approved	Date	Committee/Board	Resolution No. / Minute Ref.
C3/0807.1	Yes	02/08/2007	Academic Board	4.2

REVISION HISTORY – section maintained by the Director of Quality and Standards

Revision Reference No.	Approved/Rescinded	Date	Committee/Board	Resolution No. / Minute Ref.
0415	Yes	28/04/2015	CHC CEO	NA
0118	Yes	19/12/2017	CHC CEO	NA

Additional Changes:		Date
New title: Formalisation of enrolment and written agreements	Existing title: Formalisation of Enrolment of Overseas Students	January 2018