

St Michael's Collegiate School's formal written agreement will include at the minimum:

- a) Course/s full name, and details CRICOS Code/s and any enrolment conditions.
- b) An itemised list of course fees payable (for each course) by the student.
- c) Any other fees payable by the student in order to undertake the course.
- d) The agreement must be accepted by the student/parent guardian, at the same time as, or before, St Michael's Collegiate School can accept course money from the student/parent guardian.
- e) The services to be provided.
- f) The full refund policy and the process for claiming a refund, including details of amounts of money that may or may not be refunded to a student.
- g) Students MUST advise St Michael's Collegiate School of any change to address while enrolled in a course, this is also a condition of the visa.

Students/parents guardians must also advise of any change to address, email or phone details. St Michael's Collegiate School will remind Students/parents guardians each semester of this requirement.

Families are to be advised: *Under the Education Services for Overseas Students (ESOS) Act (Section 20), the provider is responsible for sending students notices of visa breaches. When considering cancelling a student's visa, the Department of Immigration and Border Protection (DIBP) will assume that the notice of visa breach was sent to the student's current address, and therefore deem that the student has been notified of the breach.*

*Student visa condition 8533 requires student visa holders to notify their education providers of any change to their residential address.*

- h) Families are to be advised - *'Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of your visa and your obligations under Australian immigration laws generally. 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 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law'.*

Subject: **FORMALISATION OF ENROLMENT  
POLICY AND PROCEDURE**

Covers: **ALL INTERNATIONAL STUDENTS**

Policy No: INT10 – Version 1

Effective: June 2021

Revised: June 2023

Review Date: June 2025

i). A clear explanation of what happens if a course will not be delivered being:

In the unlikely event that St Michael's Collegiate School 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 an alternative course by another CRICOS provider at no extra cost to you. Refer ESOS legislation ESOS Act 2000 Division 2 Sections 27–32 and ESOS Regulations 200 Division 3.4 (3.19)

- j) A statement 'this agreement, and the availability of complaints and appeals process, does not remove the right of a student to take action under Australia's consumer protection laws'.
- k) Acceptance being: I am aware of my obligation to pay outstanding course fees and understand St Michael's Collegiate School will pursue outstanding fees under Australian Law.

Historical versions of Student Written Agreements will be kept on student files for compliance purposes.

#### Procedure/Process

St Michael's Collegiate School policy states students do not pay any course money until they have signed and lodged a formal written agreement. However, should students/parents guardians pay by direct payment into our bank account or another means e.g. mail, **prior to signing a formal written agreement**, Collegiate will not process the course money received and will immediately contact the student/parent guardian or agent to inform the student that the payment cannot be processed nor enrolment confirmed until the signed written agreement / acceptance forms have been returned to the school.

Processes being:

1. St Michael's Collegiate School will keep such evidence on the student file.
2. Student money will only be receipted/processed once the formal Offer of Place Letter / written agreement acceptance has been returned.
3. The receipt of deposit money is to be provided to the family with dates noted of Acceptance of Offer / Formalisation of Enrolment. Staff are to check the date of the receipt is not prior to the date of the formalisation of enrolment.
4. If EARLY payment is received without a formal acceptance / written agreement signed in accepting the Offer, an electronic or faxed copy of the signed acceptance / written agreement **MUST** be requested. Students/parents/guardians can sign a form or indicate their acceptance online.
5. If students accept online they must **ALSO** provide a hard copy acceptance form for verification as soon as practicable, **dated and signed as per the date of acceptance/date of payment**.
6. The School's written agreement must always include all of the criteria as per National Code 3 and as per our policy. If parents or students are unsure seek advice **FIRST**. All staff queries are to be directed to the Head of Admissions and as relevant will confer with Director of International Enrolments or Collegiate's or other appointed enrolment team members.
7. Copies of all documentation **MUST BE** kept on student file for evidence at audit.

## Summary of Procedure for Enrolment

Please note the below process may vary case by case to meet the needs of the applicant.

- 1) Student completes an expression of interest form (if applicable, and as may have been issued by Collegiate's international enrolments team) and/or simultaneously completes a Collegiate application form;
- 2) A Letter of Offer from Collegiate will be issued following an interview, if a place is to be offered to the student. A Letter of Offer is only issued following careful assessment and consideration of all documents provided as outlined in the Enrolments Policy of the School. Should a Letter of Offer be conditional on any enrolment criteria, the family will be contacted by the School for further consultation. This is usually relating to the requirement of pre-commencement English studies. The Offer of Place will clearly outline if the student is offered enrolment as a boarder or a day girl.
- 3) Once an Offer is accepted, St Michael's Collegiate School reinforces the written agreement and business arrangements terms and conditions of the enrolment, and ensures parents/guardians and students are informed again of the conditions of the enrolment and related academic and attendance expectations of the student.
- 4) Student/parent/ guardian accepts the offer, returns the signed acceptance including written agreement and makes payment as set out on the Offer of Place Letter;
- 5) St Michael's Collegiate School ensures all required forms and documents are provided as outlined in Conditions of the Offer of Place prior to processing receipt of monies paid to the School. Collegiate will then issue confirmation of enrolment letter and issue visa documentation as outlined in the Offer of Place Letter.
- 6) St Michael's Collegiate School will issue an electronic Confirmation of Enrolment Document (eCoE) and Accommodation and Welfare Arrangements (if applicable) and will send all documents to student/agent and note these documents via PRISMS and in the School's student record database.
- 7) St Michael's Collegiate School Offer of Place Letter must always:
  - a. be very clear in distinguishing between 'course fees' and what is actually 'tuition' fees and 'non-tuition' fees, as well as outlining any additional fees needing to be listed clearly within the Offer and as was applicable and noted in marketing material.
  - b. Duration of each course commencement date and end date, and the amount of tuition fees payable for each registered course.
  - c. A pathway plan for study is also issued whereby a student is required to undertake a High School Preparation English course prior to mainstream commencement as per the Letter of Offer.

## Fees

St Michael's Collegiate School CANNOT receive more than 50% of the student's total tuition fees for a course before the student has begun the course. St Michael's Collegiate School cannot request any remaining fees earlier than **two weeks** before the start of the students second study period.

Tuition received before the student commences the course must be banked **within five business days** of receiving funds where payment is not undertaken by direct deposit to the School and following the signing and return of written agreement (acceptance).

St Michael's Collegiate School is administered by a state education authority and is eligible to receive recurrent Commonwealth funding and as such, the school does not require a separate bank account for tuition fees.

St Michael's Collegiate School will update PRISMS within 14 days of any non- commencements.

St Michael's Collegiate School must notify the Department of Education (DoE) and the Tuition Protection Service (TPS) Director **within three business days** if we default and notify students in writing and **within 14 days** either offer an alternate place at St Michael's Collegiate School expense (student must accept in writing) or refund the student unused fees.

Notify DoE and TPS Director of provider default outcomes **within seven (7) days** of the alternative course or provide a refund to the student/s.

St Michael's Collegiate School written agreement /acceptance of offer must include refund requirements in the case of student default.

St Michael's Collegiate School must notify DoE and TPS Director of student default **within five (5) business days**. St Michael's Collegiate School must refund **within four weeks** except for student visa refusal.

If St Michael's Collegiate School does not have a compliant written agreement, or if a student's visa is refused, refunds are calculated as per 47E (4).

Notify DoE and TPS Director **within seven (7) days** for student default of St Michael's Collegiate School discharge obligations **within seven (7) days** of the default period for visa purposes.

If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing **within 30 days** after the end of the provider obligation period unless the period is varied by the TPS Director.

The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.

St Michael's Collegiate School must notify DoE and the TPS Director **within 3 business days** if we default and notify students in writing.

**Within 14 days** either offer an alternate place at St Michael's Collegiate School expense (student must accept in writing) or refund the student unused fees.