

LATROBE COLLEGE OF ART AND DESIGN

POLICY

ESOS National Code of Practice 2018, Standard 3

OVERSEAS VISA STUDENT FORMALISATION OF ENROLMENT

POLICY

- 3.1 Each overseas visa student enrolling in LCAD must submit a completed Acceptance Form and Enrolment Details Form, along with their elected payment option for tuition and non-tuition fees. The Acceptance Form must be signed by the student's parent or legal guardian if they are under 18.

The Acceptance Form, in plain English, will:

- 3.3.1 Identify the course the student is enrolling in and detail all conditions of their enrolment. It will include the expected course start date, study location, and all study modes such as face-to-face on campus, online or any study placements.
 - 3.3.2 Outline any study prerequisites, including English proficiency requirements.
 - 3.3.4 List all tuition and non-tuition fees the student pays, including the periods to which those fees relate and payment options. The Enrolment Details Form will state that students can choose to pay more than 50 per cent of their tuition fees before their course commences.
 - 3.3.5 Provide details of any non-tuition fees the student may incur, including those incurred because 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.
 - 3.3.6 Set out the circumstances in which personal information about the student may be shared between LCAD and other designated Australian Government authorities, including the Tuition Protection Service (TPS). This information may include personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach of a student visa condition by the student.
 - 3.3.7 Outline LCAD's Complaints and Appeals policy and procedures.
 - 3.3.8 State that the student is responsible for keeping a copy of the written agreement as supplied by LCAD and receipts of any tuition or non-tuition fees payments.
 - 3.3.9 Only use links to provide supplementary material.
- 3.4 LCAD will include refund information in the Acceptance Form in case the student defaults or in the unlikely chance that LCAD cannot provide a course as agreed:
- 3.4.1 Amounts that may or may not be repaid (including any fees collected by education agents on behalf of LCAD).
 - 3.4.2 Processes for claiming a refund.
 - 3.4.3 The specified person(s), other than the student, who can receive a refund in respect of the overseas student.
 - 3.4.4 An explanation of what happens when a course is not delivered, including the role of the TPS.

- 3.4.5 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”.
- 3.5 LCAD includes in the Acceptance Form that the student must notify LCAD of their contact details, including:
 - 3.5.1 The student’s current residential address, mobile number, and email address.
 - 3.5.2 Emergency contact.
 - 3.5.3 Any changes to those details within 7 days of the change.
- 3.6 LCAD retains records of all written agreements and receipts of student payments under the written agreement for at least 2 years after the person ceases to be a student of the college.