



**FIRBANK GRAMMAR SCHOOL POLICIES & PROCEDURES FOR:
Standard 3- Formalisation of Enrolment and Written Agreements Policy and Procedure**

Firbank Grammar School t/a Firbank Grammar will make a formal written offer (in plain English) to students after all of the criteria as stated in our NC Standard 2 *Recruitment of Overseas Student* have been met.

This agreement will be made before or at the same time as receipt of course money. The receipt or details of the receipt (including date and amount) will be kept on the student file with the signed Formalisation of Enrolment document.

Firbank Grammar School t/a Firbank Grammar's formal written agreement will include at the minimum:

- a. Course/s full name, and details CRICOS Course Code/s and any enrolment conditions
- b. Course location/s
- c. Course Modes of Study
- d. English and Academic Pre-requisite requirements, ie AEAS test score over 70
- e. An itemised list of Tuition and Non Tuition fees payable (for each course), the periods to which the payments relate
- f. Details of any other fees that may be applicable during the enrolment period including reassessment fees, deferral fees, late payment fees)
- g. payment options
- h. Any other fees payable by the student in order to undertake the course.
- i. The agreement must be accepted by the student/ *at the same time as, or before*, Firbank Grammar can accept course money from the student.
- j. The services to be provided
- k. 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.
- l. A full Complaints and Appeals Policy and Procedure
- m. Students MUST advise school of any change to residential address, phone, email, emergency contact details / next of kin while enrolled in a course within 7 days of the change, this is also a visa condition 8533 / legislative condition. Firbank Grammar will remind students a minimum of 6 monthly of this requirement and keep evidence of the same for audit.
- n. As per the ESOS Act, Students must also advise of any change to their address, email or phone details.
- o. The following notice to students in a prominent position stating

'Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Framework including the ESOS Act 2000 as amended and the National Code 2018; to ensure student

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51 Outer Crescent Brighton
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Fax 03 9593 1158

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BRIGHTON**

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Fax 03 9553 8164

**JUNIOR SCHOOL
SANDRINGHAM**

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Fax 03 9521 0365

ABN 69 007 000 419
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enquiries@firbank.vic.edu.au
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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 Providers of Education and Training to Overseas Students 2018 as amended. 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 Protection Service Administrator. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law'. Information provided will be in accordance with the Privacy Act of 1988.

- p. A statement 'This written agreement, and the right to make of 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.
- q. I am aware of my obligation to pay outstanding course fees and school will pursue outstanding fees under Australian Law.
- r. A statement that the student is responsible for keeping a copy of their written agreement and receipts for all payments made, both tuition and non tuition.
- s. Firbank Grammar will only provide hyperlinks to supplementary material.

Students are not required to pay any course money until they have signed and lodged a formal written agreement. However, if students pay by direct payment into Firbank bank account or another means eg mail prior to signing a formal written agreement, Firbank will not use the course money received and will immediately contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. Firbank will keep this evidence on the student file. As stated on the *Letter of Offer*, payment is to be received WITH the signed Formal Agreement not prior.

NOTE: An electronic or faxed copy of the signed acceptance will be requested if students wish to transfer money early. Students can sign a form or indicate their acceptance online. If students accept online they will ALSO be required to provide a hard copy acceptance form for verification as soon as practicable.

EDUCATION AGENTS CANNOT SIGN ON BEHALF OF STUDENTS

Firbank Grammar will 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.

PROCEDURE/PROCESS

School policy is that students do not pay any course money until they have signed and lodged a formal written agreement. However, if students pay by direct payment into our bank account or another means eg mail prior to signing a formal written agreement, we cannot use the course money received and we MUST immediately contact the

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student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. School will keep this evidence on the student file. As stated on the *Letter of Offer* payment is to be received WITH the signed Formal Agreement not prior.

Student money should not be receipted/processed until they have received and accepted a formal Letter of Offer/Written Agreement Contract. This can happen at the same time.

The receipt of deposit money is to be attached to the signed 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. If this is found it must be fully investigated and notes on the student file.

If EARLY payment is received without a formal offer an electronic or faxed copy of the signed acceptance MUST be requested. Students can sign a form or indicate their acceptance online. 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**. THIS MUST BE MONITORED AND FOLLOWED UP.

Our written agreement must always include all of the criteria as per National Code 3 and as per our policy.

If you are unsure seek advice FIRST. All staff queries are to be directed to the International Student Co-ordinator – Wellbeing.

Copies of all documentation MUST BE kept on student file for evidence at audit.

BASIC PROCEDURE FOR ENROLMENT

- 1) Student completes an online application form and pays a non-refundable application fee of \$200.00 and provides the required evidence as requested on the form.
- 2) Firbank Grammar staff assess the application form and evidence provided, approve or not approve enrolment, and keep evidence of the process followed (Enrolment Process Form) on the student file
- 3) If application is accepted, school sends a Letter of Offer (either conditional or non conditional), Acceptance of Offer/Written Agreement, invoice and pre-enrolment information
- 4) Student accepts the offer; returns the full signed and dated agreement contract and makes payment as set out in the agreement. **Note Education agents cannot sign on behalf of a student.**
- 5) School sends a CoE to the student/agent.

Letters of Offer must always

- Be very clear in distinguishing between 'Tuition and Non Tuition fees'

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- Any additional fees need to be listed clearly on the agreement and marketing material
- Ensure all items listed in the policy (a to u) are contained in the written agreement
 - Firbank Grammar does not require the student to pay more than 50 per cent of tuition fees (or the full amount if the course is under 25 weeks in duration) prior to the course commencing,
 - Firbank Grammar can accept more than 50 per cent of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.
 - Firbank Grammar can request any remaining fees as per the payment plan set out in the written agreement with the student.

Tuition received before the student commences the course must be banked within 5 business days of receiving funds.

Firbank Grammar **MUST HAVE** a separate bank account for tuition fees.

Firbank Grammar must update PRISMS within 31 days unless the students are under 18 years of age in which it will be 14 days of any non-commencements.

Firbank Grammar must update PRISMS fortnightly with any additional student fees received.

All students on international student visas are considered CRICOS students regardless of if they are studying their primary or a secondary course as recognised by the Australian Quality Framework (AQF).

Firbank 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.

Any electronic files (including student and staff files) relevant to our CRICOS registration **MUST** be backed up formally to ensure there is no file corruption.

Standard 3 of the National Code must be adhered to at all times.

FORMS/LETTERS /TEMPLATES FOR POLICY/PROCEDURE

Application for Refund

Student Contract/Written Agreement

Enrolment Process Form/Checklist

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