# Formalisation of enrolment and written agreements Policy and Procedure



### 1. Purpose

The formalisation of enrolment and written agreements outlines the principles and approaches that Blue Lotus College (BLC) will pursue with regard to enrolment and written agreements.

### 2. Strategy

Blue Lotus College will enter into a written agreement with the student, signed or otherwise accepted by that student, concurrently with or prior to accepting course money from the student.

Blue Lotus College will ensure that the written agreement (Letter of Offer and Acceptance) contains all required information the overseas student requires to be fully informed of their rights and obligations in relation to the Qualification they are undertaking.

### 3. Policy and Procedure(s)

#### Letter of Offer and Acceptance

The written agreement (Letter of Offer and Acceptance) may relate to one or more courses to be undertaken. In this case all of the courses to which the agreement applies, and any conditions upon enrolment in each of the courses, must be clearly listed in the Letter of Offer and Acceptance.

The student agreement Blue Lotus College provides will, in plain English:

- a. outline the course or courses in which the student is to be enrolled and any conditions on his or her enrolment
- b. the expected course start date and course finish date
- c. the location at which the course will be delivered
- d. the 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
- e. outline the pre-requisites necessary to enter the course(s), including

English language requirements

Date created: July 2018 RTO CODE: 45392 | CRICOS CODE: 03790G Date Reviewed: Dec 2024 V 2.0



- f. provide an itemised list of course money payable by the student and the periods to which tuition fees relate.
- g. that the student may choose to pay more than 50% of fees before their course commencement (if permitted under the ESOS Act).
- h. 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.
- i. outline the complaints and appeals process.
- j. set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition.
- k. advise the student of his or her obligation to notify the registered provider of a change of address, mobile number, email address and who to contact in an emergency while enrolled in the course and keep a copy of the written agreement and receipts of payment.

#### Accepting Course fees and Student Agreement

Blue Lotus College cannot accept course fees from the student until the student has signed or otherwise accepted the Letter of Offer and Acceptance.

If paying by direct payment into the Blue Lotus College bank accounts, it is possible that payments may inadvertently be received in the account prior to the accepted written agreement reaching the Blue Lotus College. In this case, Blue Lotus College should not use the course fees received and should immediately contact the student or agent to inform them that the payment cannot be processed (and the enrolment cannot progress) until the Blue Lotus College receives the accepted Letter of Offer and Acceptance.

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In the event that Blue Lotus College does not receive the signed Letter of Offer and Acceptance within 2 weeks of issuance of the letter, Blue Lotus College will refund the fees within the next 4 weeks.

### Refunds and Student Agreement

Blue Lotus College will include the following information in the Letter of Offer and Acceptance with students, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and Blue Lotus College default:

- Amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider);
- Processes for claiming a refund;
- The specified person(s) other than the student, who can receive the refund;
- A plain English explanation of what happens in the event of a course not being delivered; and
- A statement that 'this agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the right of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies'.

### **Enrolment Procedure**

- The Admission Officer shall enter the enrolled student's contact details in the Student Management System. Student personal details and records shall be maintained in a current up to date condition, updating of records will be actioned as advised by the student.
- The Admission Officer shall provide (by mail or by hand) the applicant with a Letter of offer and acceptance for the relevant course being applied for. On receiving a completed Letter of Offer and Acceptance the Admission Officer shall ensure that enrolling student has signed the Blue Lotus College's letter of offer and acceptance and that they have acknowledged their receipt of the 'ESOS Framework' information, by signing on the letter of offer and acceptance.

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- The Admission Officer shall ensure that they only receive course money from a student or BLC's authorised Education Agent after or at the same time the signed letter of offer and acceptance has been received.
- The student may only require the payment of further tuition fees, 2 weeks before the commencement of the second study period (Students may choose to pay remaining tuition fees before the two-week requirement).
- Once the application and signed (by student) letter of offer and acceptance have been received, the enrolling staff shall initiate an electronic Confirmation of Enrolment (CoE) through the PRISMS system and return a copy of signed (by BLC staff) Letter of Offer and Acceptance and relevant CoE to the student.
- The Student Support Officer will conduct a pre-training review with each applicant prior to the enrolment.
- The Student Support Officer shall report to Blue Lotus College management advice of any student who fails to commence his or her course within 10 working days of their non-commencement.
- Blue Lotus College Management shall report any student for non-commencement of courses via the PRISMS System within the ESOS Act requirement of 31 days.

### Maintaining Student Information

The Admission Officer will ensure that a copy of the signed written agreement and receipts of any payments made in the students' folder electronically.

The Student Service Department will check Students details are correct every 6 months by contacting each Student with current details listed in the system.

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