

Formalisation of Enrolment Policy

1. Scope

This policy is applicable to all potential and current students of Holmes Grammar School (HGS).

2. Purpose

- 2.1 This policy articulates the HGS' practices as they apply to overseas students in compliance with the Education Services for Overseas Students Act 2000 (the ESOS Act) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code).
- 2.2 This policy is to ensure that HGS has a formalised process of enrolling students with written agreements in place to protect the rights and clearly set out the responsibilities of both HGS and the overseas students.
- 2.3 This policy supports prospective students seeking to enrol to receive fair, equitable and transparent treatment and provides guidance for staff involved in issuing Offer and Acceptance agreements.

3. Policy Principles

HGS will:

- 3.1 Ensure that HGS has a written agreement with every overseas student or intending overseas student which it enrolls.
- 3.2 Formalise the written agreement in the form of a Letter of Offer and Acceptance.
- 3.3 Ensure that the written agreement meets the requirements of Standard 3 of the National Code and the ESOS Act.
- 3.4 Ensure that written agreements with students are held for at least two years after the cessation of the student's enrolment at HGS.
- 3.5 Ensure that the written agreement is signed or otherwise accepted by the overseas student or in the case of an under age student the parent or guardian.
- 3.6 Include relevant HGS policies required by the National Code and student obligations required by student visa conditions.
- 3.7 Include HGS' statement of privacy protection on personal information.

4. The Written Agreement

- 4.1 HGS' written agreement must include in plain English:
 - a) Outline of the course(s) in which the student is to be enrolled;

- b) Expected course start and end dates and location(s) of the course(s) at which the courses will be delivered;
- c) Any and all modes of study for the course, work-based training and/or placements where applicable;
- d) The name of the student's education agent where applicable;
- e) The pre-requisite requirements for entry into the course, including English language requirements;
- f) Any conditions imposed on the individual student's enrolment if applicable;
- g) All tuition fees payable by the student for the course(s), the periods to which those tuition fees relate and payment options;
- h) Under the ESOS Act, student may choose to pay more than 50 percent of their tuition fees before their courses commences;
- i) The details of any non-tuition fees that 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;
- j) Information collected about the student during their enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service (TPS) and the Fund Manager;
- k) The outline of the internal and external complaints and appeals processes, and that HGS is bound by the ESOS Act 2000 and the National Code 2018;
- l) 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';
- m) A statement that the student is responsible for keeping a copy of the written agreement as supplied by HGS and the receipts of any payments of tuition and non-tuition fees;
- n) The provision of access to the related HGS policies and documents; and
- o) A requirement of overseas students that throughout their studies they must notify HGS:
 - i. Student contact details, email, phone and residential address:
 - ii. Emergency contact details; and
 - iii. Update these required details within seven (7) days of any change.

4.2 The written agreement must include a clear explanation on the refunds of tuition and non-tuition fees in case of student default and provider default:

- a) Amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider);
- b) Processes for claiming a refund;

- c) 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; and
- d) Explanation of what happens in the event of a course not being delivered, including the role of the TPS.

Version Control and Accountable Officers

It is the joint responsibility of the Implementation Officer and Responsible Officer to ensure compliance with this policy.

Responsible Officer	Principal		
Implementation Officers	Principal in liaison with Admissions staff		
Review Date	November 2026		
Approved by			
School Council			
Associated Documents			
Agent Recruitment and Management Policy and Procedures Grievance Policy and Procedure – Grammar School Completion Within the Expected Duration of Study Policy and Procedures Letter of Offer and Acceptance Marketing Policy and Procedures Privacy Policy and Procedure Refund Policy Admission Requirements Policy and Procedure			
Version	Brief Description of the Changes	Date Approved	Effective Date
1	New policy based on generic Holmes Institute policy	November 2023	November 2023