Student Engagement before Enrolment

National Code Standard 2

Approved by CEO on

Registered providers recruit students in an ethical and responsible manner and provide information that enables students to make informed decisions about studying with the registered provider in Australia. Registered providers ensure students’ qualifications, and English language proficiency are appropriate for the course for which enrolment is sought.
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2.1 Purpose and Scope

2.1.1 These policies and procedures relate to Future Academy’s commitment to provide full and accurate information on Future Academy courses to prospective international students; provide comprehensive and accurate information on living in Australia as an international student; to responsibly assessing and verifying prospective students’ required English language proficiency and other entry requirements. The policies and procedures are designed to ensure compliance with all legislative and regulatory requirements established under the:

- National Vocational Education and Training Regulator Act 2011;
- ESOS ACT;
- ESOS Regulations;
- National Code 2007;
- Migration Act; and
- Migration Regulations.

2.1.2 The specific requirements are effectively summarised under ‘Standard 2 – ‘Student engagement before enrolment’ of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, which states the requirements as:

- Students must be provided with information that will enable them to make informed decisions about their studies in Australia.
- Providers must have documented procedures for assessing students’ English
- Providers supply information about the availability of course credit.
- Providers inform students of the modes of study through which the course may be offered.
- Providers list the grounds on which the students’ enrolments may be deferred, suspended or cancelled.
- Providers give students a description of the ESOS framework prior to enrolment.
- Providers supply information about indicative course related fees, including the potential for fees to change.
- Providers supply relevant information on accommodation options.
- Where students plan to bring school-aged dependants with them, providers inform them of Australia’s schooling obligations and options, including the fact that they may have to pay school fees.
- Documented procedures are in place for assessing students’ qualifications, experience and English language proficiency.

2.1.3 These policies and procedures should be read in relation to the following policies and procedures documents:

- Future Academy Formalisation of Enrolment Policies and Procedures;
- Future Academy Education Agents Policies and Procedures;
- Future Academy Complaints and Appeals Policies and Procedures; and
- Future Academy Deferment, Suspension and Cancellation of a Student during Enrolment Policies and Procedures.
2.2 Policy and Procedures

2.2.1 Future Academy policy and procedures on student engagement before enrolment comply with Standard 2 of The National Code, *Student engagement before enrolment*, and apply to the full range of its Certificate, and Diploma courses.

a. Prior to accepting a student, or an intending student, for enrolment in a course, the registered provider must provide, in print or through referral to an electronic copy, current and accurate information regarding the following:

- the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable
- the course content and duration, qualification offered if applicable, modes of study and assessment methods
- campus locations and a general description of facilities, equipment, and learning and library resources available to students
- details of any arrangements with another registered provider, person or business to provide the course or part of the course
- indicative course-related fees including advice on the potential for fees to change during the student's course and applicable refund policies
- information about the grounds on which the student's enrolment may be deferred, suspended or cancelled
- a description of the ESOS framework made available electronically by DOE, and
- relevant information on living in Australia, including:
  - indicative costs of living
  - accommodation options; and
  - Where relevant, schooling obligations and options for school-aged dependants of intending students, including that school fees may be incurred.

b. The registered provider must have documented procedures in place, and implement these procedures to assess whether the student’s qualifications, and English language proficiency are appropriate for the course for which enrolment is sought.
Information Sources

2.2.2 Comprehensive and reliable and up-to-date information on Future Academy, its courses and living and studying in Australia is made available to all prospective students through:

- The Future Academy website, http://futureacademy.edu.au/international-students/ which provides comprehensive and up to date information on all areas required to ensure full compliance with the requirements;
- The Future Academy Student Handbook, which is available to students in hard copy and on the Website, provides essential information for students in summary;
- Future Academy printed promotional materials (see Future Academy promotional brochure on the website) and
- All of Future Academy's approved education agents who are supplied with up-to-date information and promotional material as well as regular updating and training (see Future Academy's Educational Agents Policy and Procedures).

2.2.3 Information on the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required is available to existing and potential students on the Future Academy Website, and the Future Academy brochure, and from Future Academy's approved Education Agents.

2.2.4 Information on the course content and duration, qualification offered if applicable, modes of study and assessment methods is available to existing and potential students on the Future Academy Website, and the Future Academy brochure, and from Future Academy approved Education Agents.

2.2.5 Information on campus locations and a general description of facilities, equipment, and learning resources available to students cancelled is available to existing and potential students on the Future Academy Website, in the Student Handbook, and from Future Academy approved Education Agents.

2.2.6 The requirement that Future Academy provide information on details of any arrangements with another registered provider, person or business to provide the course or part of the course is not applicable in that no such agreements or arrangements exist.

2.2.7 Information on indicative course-related fees including advice on the potential for fees to change during the student's course and applicable refund policies cancelled is available to existing and potential students on the Future Academy Website, brochure and from Future Academy approved Education Agents.
2.2.8 Information on the grounds on which the student’s enrolment may be deferred, suspended or cancelled is available to existing and potential students on the Future Academy Website, and from Future Academy approved Education Agents, and particularly in Future Academy ESOS National Code Standard 13 Deferment, Suspension and Cancellation of a Student During Enrolment Policies and Procedures.

2.2.9 Information on the ESOS framework and relating to Future Academy policies and procedures relating to the National Code Standards is available to existing and potential students on the Future Academy Website, and from Future Academy approved Education Agents.

2.2.10 Relevant information on living in Australia, including indicative costs of living and accommodation options is available to existing and potential students on the Future Academy Website, in the Student Handbook, and from Future Academy approved Education Agents.

2.2.11 Upon making enquiries about Future Academy programs and courses, all potential students are provided by the Agent with an information brochure relating Future Academy and its courses.
1. The requirement that Agents provide the requisite information is explicitly stated in Section 2 'Responsibilities of the Partner' of the Future Academy Partner Agreement:

2. The Partner must, in accordance with the terms of this Agreement and the attached Schedule, and in accordance with the policies and procedures of Future Academy:

2.1 Promote Future Academy, its subsidiary and associated providers’ education programs in the Territory;

2.2 Assist in the recruitment of, and recruit prospective students to undertake education programs offered by Future Academy;

2.3 Provide prospective students with all necessary information about Future Academy, education programs, facilities and services;

2.4 Provide prospective students with all necessary information about visa requirements and procedures, and living in Australia;

2.5 Provide prospective students assistance in completing and submitting application forms to Future Academy;

2.6 Arrange necessary English language testing of prospective students under the relevant Australian migration regulations;

2.7 Perform any other services and provide reports or information requested by Future Academy and/or required by this Agreement.

3. In meeting these responsibilities the Partner must:

3.1 Act at all times with integrity in an honest, ethical and responsible manner;

3.2 Assist to uphold the high reputation of Future Academy, and of the Australian international education sector;

3.3 Act in accordance with the policies and procedures of Future Academy, and directions given by Future Academy;

3.4 Must obtain Future Academy's prior written approval for all advertising and promotional materials for Future Academy, its subsidiary and associated providers and their educational programs;

3.5 Accurately inform prospective students about, and the requirements of, the education programs run by Future Academy, using only material provided by and/or approved by Future Academy, including information relating to Future Academy;

- Programs, including course content and duration, qualifications offered, modes of study;
- facilities, equipment and learning resources;
• minimum English language requirements and educational qualifications required for acceptance into the programs;
• Program fees, charges and refund policy;
• visa requirements which must be satisfied by the student including English language proficiency levels;
• living in Australia, including information about campus location, accommodation, transport and the cost of living.

3.6 Assist prospective students to complete education program applications, taking all reasonable steps to confirm the accuracy of the information provided by prospective students in those applications;

3.7 Ensure that only completed, signed applications with all required supporting documentation (originals sighted, verified and stamped) are submitted to Future Academy;

3.8 Provide any Letter of Offer and other documents received on behalf of a prospective or existing student from Future Academy to the student within 24 hours of receiving those documents;

3.9 Ensure that relevant fees and charges accompany each application and acceptance of offer documents;

3.10 Provide Future Academy with market intelligence relevant to the recruitment of prospective students in their Territory;

3.11 Unless Future Academy otherwise agrees, bear the cost of advertising and promotional activities undertaken by the Partner under this Agreement;

3.12 Inform Future Academy of any change in the partner’s physical address, telephone number, facsimile number or electronic mail address within five working days of such change;

3.13 Preserve the confidentiality of:

• All information provided by Future Academy and prospective and existing students, other than to the extent disclosure is required to perform the Services in accordance with this Agreement, and to the extent disclosure is required to comply with legislative and regulatory requirements; and
• The terms of this Agreement.

3.14 Terminate any employment, contract or agreement with any employee or Sub-agent if the Partner becomes aware of, or reasonably suspects, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under the National Code 2007 or any of the other dishonest practices outlined in this Agreement.
4. In meeting these responsibilities the Partner must not:

4.1 Engage in any dishonest practices;

4.2 Provide prospective students with 'immigration advice' as defined in the Migration Act 1958 unless the Partner is separately registered under that Act;

4.3 Suggest to prospective students that they may come to Australia on a student visa or another visa class with a primary purpose of full time study;

4.4 Facilitate applications for prospective students who do not comply with visa requirements;

4.5 Use any mark of Future Academy without prior written consent of Future Academy;

4.6 Undertake any advertising or promotional activity about Future Academy and/or their educational programs without the prior written consent of Future Academy;

4.7 Engage in false or misleading advertising, promotional and/or recruitment practices;

4.8 Give prospective student inaccurate or misleading information about:

- the Program Fee payable to Future Academy; and/or
- Their acceptance into a Program.

4.9 Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between Future Academy and other education providers;

4.10 Sign or encourage or allow others to sign official documents such as an application form on behalf of a prospective Student or existing Student. (The Student’s signature that appears on all official documents must be the same as that which the Prospective/prospective Student used when signing the application form);

4.11 Commit Future Academy to accept any prospective student into any educational program/s offered by Future Academy;

4.12 Receive or bank the Program Fee payable to Future Academy by a prospective student or deduct any amount from the Program Fee payable by the prospective student;

4.13 Impose any fee on a prospective student for their application or acceptance of offer unless this fee has been agreed by Future Academy and brought to the attention of the student prior to the lodgment of any papers;

4.14 Actively recruit, or attempt to recruit, Prospective Students that the Partner knows to have engaged the services of another official representative of Future Academy;

4.15 Use or access PRISMS without the prior written consent of Future Academy.

4.16 Use or access PRISMS to create a confirmation of enrolment.

**Application Procedures**

2.2.13 Students applying for a Future Academy coursework program are required to apply using the Application Form located on the Future Academy website or available
Assessing Applications

2.2.18 Application forms together with associated documents (English language reports, Secondary/Post Secondary Studies Certificates and Academic Transcripts) are forwarded to the relevant CRICOS Officer to determine whether or not the applicant meets the relevant entry requirements, and whether or not an offer should be made.

2.2.19 The applications are assessed "in-house" and responded to in an efficient and timely manner, normally within 5 working days. Processing is necessarily delayed in cases where requests have to be made for either original or certified documents. Similarly, applications which have to be referred to the RTO Manager for assessment will normally be processed within ten working days.

2.2.20 IELTS English language test results are checked and verified using the web-based IELTS Test Report Form (TRF) Verification Service online at http://www.ielts.ucles.org.uk/ielts-trf/rouser/viewrouserprofile.do

2.2.22 The responsible CRICOS officer completes a Future Academy Application Checklist as they check and verify an applicant’s information and documents.

2.2.23 The Future Academy Application Checklist checks the provision, adequacy and authenticity of:

- all necessary personal and contact information;
- passport pages;
- English language proficiency; and
- Prerequisite educational history and qualifications.

2.2.24 When applicants are informed of the fee structures they are asked to indicate their preferred mode of payment from bank transfer, credit card, bank cheque, VISA debit/MasterCard Debit.

2.2.25 Applicants are informed of the possibility of applying for advanced standing/credit transfer on the basis of their having previously studied and successfully completed an equivalent course in an Australian RTO. Applicants are able to apply for Credit Transfer and attach the required details relating to the institution, course of study, syllabus, curricular of subjects successful completed and for which they are seeking credit. They must also attach originals or certified copies of the related qualifications.
and academic transcripts. Such applications will be assessed by the Academic Officer as a part of the overall application processing.

**Letter of Offer and Confirmation of Enrolment**

**2.2.27** If an application is checked and verified as meeting all criteria, and if a suitable place exists, the Admissions officer sends the applicant via email or standard post a Letter of Offer (or Rejection).

**2.2.28** The [Future Academy International Student Offer and Acceptance Agreement](#) – is a legal document which is printed on Future Academy Letterhead and includes the below information:
- Personal Details;
- Course Details;
- Fee Summary;
- Payment Details
- Conditions of Acceptance (covering National Code Standards and visa requirements);
- Refund for International Student Policy and Procedure;
- Termination of Agreement;
- Offer and Acceptance Authorization.

**2.2.29** If any of the necessary documents has not been furnished, the Letter of Offer is Conditional, with the specific conditional requirements for providing the necessary documentation recorded in, Conditions of Acceptance. All such conditions must be met before a CoE can be issued.

**2.2.30** On receipt of the Letter of Offer the applicant meet any special conditions and sign the International Student Offer and Acceptance Agreement before or at the time of paying their first installment of fees. Student must meet any Condition/s as stated on their Offer Letter before a CoE can be issued.

**2.2.31** An electronic Confirmation of Enrolment (eCoE) can be issued when these conditions are met and when a copy of a bank draft or receipt of payment at bank is received.

**2.2.32** The eCoE is created on PRISMS by registered staff, and the eCoE is issued to a DIBP Office identified by the student within 4 working days of the student accepting the offer.

**2.2.33** The following information is included in eCoE:

- Student’s full name as on passport, gender, date of birth, nationality and country of birth.
- DIBP Office where visa application is to be made.
- Course title and CRICOS Code.
- Course start date (refer offer letter).
- Course end date (refer offer letter).
- Fee paid in advance.
- Total course fee OSHC paid.
- English test type and score.
- Passport.
- Enter in Comments section any extra information e.g.: RPL Granted, Family OSHC paid.

Currency of Information

2.2.34 In keeping with Future Academy's commitment to a process of continuous improvement, Future Academy takes action to ensure that the published material is regularly updated, and that the information relating to all areas is made available to prospective students through the Future Academy Agents, the Future Academy Website, the Future Academy handbook and promotional brochures.

2.2.35 As changes are made to courses and programs, fees and charges and legislative/regulatory requirements, those changes are made to the information and materials provided for prospective students.

2.2.36 All Future Academy National Code Standards Policies and Procedures are adjusted to reflect changes in requirements, and are reviewed on an annual basis.
## Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>eCoE</td>
<td>electronic Confirmation of Enrolment</td>
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<tr>
<td>Course</td>
<td>A full-time registered program of education or training registered on CRICOS for the attainment of a testamur or certificate. Defined as course in the ESOS Act.</td>
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<td>Student</td>
<td>A person who holds an Australian Student Visa, and is an 'overseas student' as defined by the ESOS Act.</td>
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<td>Letter of Offer</td>
<td>Agreement between the education provider and the student.</td>
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<td>Entry Requirements</td>
<td>Official documents required to join a course(s) with the education provider.</td>
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<td>Application for Admission:</td>
<td>An application by an International student to apply for a Future Academy Pty Ltd program.</td>
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<td>CRICOS:</td>
<td>Commonwealth Register of Institutions and Courses for Overseas Students</td>
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<td>DIBP:</td>
<td>Department of Immigration and Border Protection</td>
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<td>OSHC:</td>
<td>Overseas Student Health Cover</td>
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<tr>
<td>Program/Course:</td>
<td>A full-time registered program of education or training registered on CRICOS for the attainment of a testamur or certificate. Defined as Course in the ESOS Act.</td>
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<td>Prospective Student:</td>
<td>A person who is a non-Australian citizen and who is resident in another country or in Australia who makes enquiries about Future Academy courses and studying at Future Academy in Sydney.</td>
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## Policy and Procedures Responsibilities, Review and Linkages

<table>
<thead>
<tr>
<th>Approved by:</th>
<th>FutureAcademy Pty Ltd CEO</th>
<th>Date first Created:</th>
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<tr>
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<tr>
<td>Custodian:</td>
<td>Future Academy CEO</td>
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<tr>
<td>Responsible Officers:</td>
<td>Future Academy CRICOS Coordinator, CRICOS Officers.</td>
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| Supporting Documents, Procedures & Forms: | Future Academy Website  
Future Academy Student Handbook  
Future Academy Education Agents Policy and Procedures  
Future Academy International Application Form |
| References & Legislation: | Education Services for overseas Students Act 2000  
National Code of Practice for Providers of Education and Training to Overseas Students 2007  
"The London Statement" of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants, March 2012 |