ENROLMENT TERMS AND CONDITIONS

POL NUMBER:	POL 001
PAGES:	43
VERSION:	V11.4
CREATED DATE:	11/02/2011
LAST MODIFIED:	17/07/2026
REVISION:	17/01/2027
APPROVAL DATE:	17/07/2026

AUTHORISED BY:



Kerrie Evans

CEO or delegate

ADELAIDE INSTITUTE OF BUSINESS AND TECHNOLOGY

Table of Contents

Contact details 3
International student visas 3
Payment of tuition fees 3
Late payment charges 3
Fee changes 4
Bank and Third-Party Surcharges and how to minimise them 4
Tuition Fees (AIBT) 4
Protection of Fees 5
Cancellations and Refunds 6
AIBT's refund policy 6
Leave of absence 11
Timetable 11
Assessment procedures 12
Recognition of Prior Learning (RPL) and National Recognition 12
Students' rights and responsibilities 12
Course Requirements 13
Student Work Rights 13
Access to student's details 13
Dependent children's education 14
Governing Laws 14
Variation to Conditions of Enrolment 14
Disclosure of Support Needs 15
Emergency Medical Assistance or Care 15
English Language Requirements 15
Declaration and Signature 15
ATTACHMENT 1 - National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018) 18
Part A – The Education Services for Overseas Students Framework 18
Part B – Standards for Providers of Education and Training to Overseas Students 22
Definitions 38
ATTACHMENT 2 CODE OF PRACTICE – OVERSEAS STUDENTS 41

About this document

AIBT is required to provide students (and their Guardians where applicable) detailed information on the courses, terms and conditions and legislation covering International Education in Australia. **These terms and conditions represent the written agreement between AIBT and a student for enrolment into, and participation in, a course of study offered by AIBT.**

Contact details

Students must show documentary evidence (declaration from a lawyer, marriage certificate, etc.) if any of your official documents (birth certificate, academic results, etc.) show a name which is different from the one that you have used on the application form.

If you change your current address, you must notify the Institute within 7 days of the new address to which notices, invoices and academic results can be sent. We will ask you twice a year if any of your contact details have changed.

International student visas

International students who wish to study at AIBT need to ensure that their student visa is kept up to date. For more information, please check the Department of Home Affairs (Immigration) web site at https://www.homeaffairs.gov.au/. Students are not permitted to undertake part time study while on a student visa unless in specific circumstances such as where the amount of study remaining in a term to complete a course is a part time load.

Payment of tuition fees

The required fee is payable on acceptance of the offer and signing of these terms and conditions. Fees for all courses are payable at least one Term's fee, as set out in the relevant Letter of Offer.

However, students can *choose to pay the full fees of their course upfront*. This may suit students and parents who:

- Want to be able to take advantage of favourable exchange rates
- Want to secure the study placement for the entire time of the course
- Prefer to have the convenience of paying only once

Late payment charges

Failure to pay fees on time will result in an additional AU$250 fee being charged, or you may lose your place in the course.

Fee changes

The Institute reserves the right to review its fees without notice.

Students should check the fee details prior to payment, however AIBT will try and minimise any disruption to student's enrolment.

Bank and Third-Party Surcharges and how to minimise them

AIBT tries to reduce the effect of fees on students. AIBT absorbs bank fees charged for the use of direct bank transfers from Australian accounts. For the use of Australian Credit Cards, AIBT absorbs a proportion of the fee charged by the banks to keep the surcharge at 1%.

Where students use international accounts, international currency and international credit cards to pay fees, AIBT must pass on the costs charged by the Bank as below.

Electronic transfer of funds from Australian bank accounts	**No surcharge**
Payment using Savings EFTPOS inserting card and using PIN	**No surcharge**
Payment using "PayWave" facility	**No surcharge**
Australian Credit Card payments	**1.5%**
Electronic Transfers of funds from international accounts	**No surcharge**
Payment using International Credit Cards	**2.5%**

Tuition Fees (AIBT)

All fees are in $AUD including GST where applicable. Current maximum fees can be found on the website www.aibt.edu.au under each course. Scholarships may reduce the tuition fees but are not applicable to other charges and surcharges unless specified in the Letter of Offer.

Fees can change without notice.

Tuition fees include
Induction Program
AIBT Internal Student Counselling (academic and personal)
Additional support – coaching and tutorials in English
AIBT Library and Wi-Fi internet access
AIBT Sessional Laptop Loan (depending on availability)
Social and recreational activities organised by AIBT
Unit learning guides and handouts
Tuition fees do not include
Text and reference books and stationery (additional to student workbooks)

Accommodation
Meals and transport – including airport pickup on arrival
International or Domestic airfares
External Professional Services
Material or Equipment Fees
Technology costs for student devices including data access or mobile charges

Other Services: (GST inclusive)

Accommodation	
Accommodation Placement Fee	*refer to fee schedule*
Homestay Fee per week	*refer to fee schedule*
Homestay Room Holding Fee per week (while on holidays to retain the room)	*refer to fee schedule*
Airport welcome and transport to accommodation Fee (One way)	*refer to fee schedule*
Guardianship Service (additional level of care service):	
6 months Guardianship Fee – students under 18 years of age on arrival	*refer to fee schedule*
12 months Guardianship Fee – students under 18 years of age on arrival	*refer to fee schedule*
Mandatory Charges (subject to change by Government)	
Overseas Student Health Insurance - Information from Australian Government *It is highly recommended that you provide an OSHC with additional cover that commences at least a week before the date of course commencement and for two months extra if the course ends between 1 Jan to 31 Oct, and until 15 March the following year if the course ends between 1 Nov to 31 Dec. You must provide evidence that you, and any family members included in your application, have OSHC that is valid until this date.*	
Single cover per month	*refer to fee schedule*
15 months' Single cover total	*refer to fee schedule*
Family cover per month	*refer to fee schedule*
15 months Family cover total	*refer to fee schedule*

Protection of Fees

Payments made by students prior to the commencement of the course(s) a student is enrolled in are deposited into a special AIBT Student Fees Account.

Fees paid by international students for the Overseas Student Health Cover (OSHC) are deposited into the AIBT Student Fees Account and withdrawn and paid to the relevant Health Insurance Fund prior to the arrival of the student in Australia. Confirmation of the payment is made to the student or parent/guardian.

AIBT contributes to the Tuition Protection Service (TPS). The purpose of the TPS is to protect the interests of overseas students and intending overseas students of registered providers by ensuring that the students are provided with suitable alternative courses, or have their course money refunded, if the provider cannot provide the courses that the students have paid for. Further information about the TPS is available at: https://tps.gov.au/

Cancellations and Refunds

By submitting the enrolment application form to AIBT you are automatically bound by the conditions of AIBT's refund policy. By accepting an offer of a place in a course a student is entering into an agreement to enrol and is therefore bound by the terms and conditions as advised in this document and the letter of offer. Those terms and conditions include the refund policy as set out below.

AIBT's refund policy

This policy applies to both commencing and re-enrolling students. All requests for a refund must be submitted on a Refund Request Form to the Student Services and Admissions Officer and must be accompanied by official documentary evidence of the grounds for the request. Enrolment fees, homestay placement fees, airport pickup fees and material fees are not refundable, except where it is specifically mentioned. **Please read this section carefully.**

Reference Table of Terms and Conditions relating to Refunds

Item or Event	Refund
Enrolment Fee ($300)	Non-refundable
Material Fee (may change without notice due to price increases from related suppliers) *classified as "other non-tuition fee"*	Non-refundable after first day of course
Equipment Fee (for applicable courses, may change without notice due to price increases from related suppliers) *classified as "other non-tuition fee"*	Non-refundable after first day of course
Placement Fee (for applicable courses only) *classified as "other non-tuition fee"*	Non-refundable (unless students secured placement themselves, only 20% will be refunded)
GS assessment fee ($250) *if applicable*	Non-refundable
Visa refused prior to course commencement where there has been no fraud detected in the application	Full refund of tuition fees paid less $250 administration fee

Visa refused prior to course commencement where fraud detected in the application by Australian Immigration	No refund
Visa cancelled due to actions of the student (unlawful behaviour for example)	No refund
Course withdrawn by AIBT	Full refund of tuition and non-tuition fees
AIBT is unable to provide the course for which the original offer was made	Full refund of tuition and non-tuition fees where alternative program is not accepted
Visa extension is refused by Immigration	Refund of unused tuition fees where the Term has not commenced. Once the Term start date has passed, no refund is available
Late payment fee is applied to fees that are already due based on the invoice, including fees applied through payment plans	$250.00
Deposits for Package Offers	No refund of deposits paid for enrolments where withdrawal or cancellation of course occurs prior to six months of the Principal Course in a package
Change of Mind before course commencement	
Change of mind at least 60 days prior to agreed start date / notified / timetabled start date of studies (other than for Visa refusal reason)	Refund of tuition fees paid less administration charge of 10% of tuition fees applicable for first Term
Change of mind with less than 60 days' notice prior to agreed / notified / timetabled start date for study	80% refund (with additional 10% Admin Fees deducted)
Change of mind with less than 30 days' notice prior to agreed start date for study	50% refund (with additional 10% Admin Fees deducted)
Change of mind with less than 12 days' notice prior to agreed / notified / timetabled start date for study	30% refund (with additional 10% Admin Fees deducted)

Changes to Enrolment after course commencement

Adjustments to enrolment can only be approved for students who are in **"Good Financial Standing". This means that fees must be paid up to date for administrative actions that apply to current students to be available and valid.**

Withdrawal	
Withdrawal from the course after the official start date. This is also applicable for those commencing study via Late Enrolment.	No refund
Withdrawal from the course after commencement of Term where there has been low or no attendance or no academic progress	No refund of Term fees (tuition, materials, equipment)
Withdrawal from study and where fees have been pre-paid for Terms not yet commenced	Refund of unused tuition fees paid in advance for the following Term/s* (less 10% Admin Fee and any packaged course deposits)
Withdraw or abandon a course in bad financial standing	Outstanding unpaid fees will be referred to Debt Collection Agency
Deferring a start date	
Deferment can only be undertaken by valid students who have paid fees.	No refund of Term fees. A deferral of commencement is treated as a commencement with postponed study attendance.
Deferring a term start date after course commencement.	Fees are not refundable on deferred or temporarily suspended study including for compelling and compassionate reasons and reasons outside of the control of AEG or the Student (including Government Actions, Natural Disasters and Civil Unrest)

Reference Table of Terms and Conditions relating to Payments and Invoicing

Payment Plans	
Instalment plans will be granted upon review. Payments will be set-up monthly through direct-debit every 15th of the month Payment plan requests can be made for the duration of the course.	No refund of Term fees or for services incurred.

Invoicing	
Invoices will be issued week 6 of each term and due within 14 days.	

Please Note:
* $250 direct debit set-up fee will incur for students applying for payment plans.

* Refunds granted are related to tuition fees paid to AIBT in advance and not related to other fees paid such as education agent's fees, Health Insurance, or Materials

* No refunds will be paid to a third party. All refunds will be made by Direct Bank Transfer to the account of the person who made the original payment(s) within 28 days of receipt of application for refund.

* AIBT dispute resolution processes do not void the student's right to pursue other legal remedies.

* This agreement does not remove the right of either party to take further action under Australia's consumer protection laws for unpaid and/or overdue fees.

The refund policy is subject to review from time to time without prior notice. Updates will be published on the AIBT website.

Further information and advice can be sought from the Australian Skills Quality Authority at http://www.asqa.gov.au/complaints/making-a-complaint.html

Accommodation charges

The cost of accommodation is NOT included in the tuition fee. However, AIBT can arrange accommodation for an additional charge (see Fee Schedule). Please note that students who are under 18 years old at the time of their arrival in Australia will need to be accommodated in Homestay accommodation approved by AIBT.

Academic progress requirements

Admission, if granted, is subject to the continuous successful academic progress required of the student. The student needs to perform to at least a Satisfactory standard in all units in order to continue to be enrolled in the course(s) offered by AIBT. Student visas issued by Immigration require that students maintain satisfactory academic performance during the entire duration of the course. AIBT monitors academic progress closely and takes action to advise and assist students to maintain the required academic standards. Students may be required to participate in a compulsory intervention interview at which their academic difficulties will be discussed and options for improvement agreed to.

Attendance requirements

AIBT monitors student attendance as an indicator of possible difficulty in maintaining satisfactory academic progress. AIBT will require students to participate in discussions about academic difficulties if students are found to be failing to progress. An intervention strategy and agreement may include the need for improved levels of attendance in classes.

ELICOS students are to maintain 80% attendance per term. Warning letters will be sent to those students not meeting the standard attendance rate.

Fast Track Study Plans

Where a Fast Track Study Plan is offered students should be aware that this could affect them in a number of ways, including but not limited to:

- Higher fees per term as the number of units/subjects increase
- Higher number of assessments to complete in the same time frame which can lead to stress and anxiety for students who are not well prepared or able to commit the time needed for intensive study each week
- Where a student fails units in a Fast Track Study Plan, they may need to repeat and pay fees again on reenrolment.

Fast Track Study Plans have a higher risk of not meeting academic progress and therefore a higher risk of increased fees. For the reasons above students are encouraged to discuss their Fast Track enrolments with the Operations Manager prior to the commencement of their first Term. Students should also be aware if their Education Agent promotes a Fast Track Option that

doesn't suit their needs. Inability to succeed in Fast Track Studies may result in AIBT offering alternative enrolment schedules, or a decision to cancel a student enrolment.

Deferment and Extension of Study

Deferments

All requests for deferment must be received in writing. If a student wishes to defer the commencement date of study AIBT will hold the fees paid until commencement. When a deferral is granted, students may find that their fees per unit have increased on their return. Current fees are payable at all times. Fee schedules change over time and the fees advertised at enrolment will not be held for deferred enrolments. If the student subsequently withdraws the conditions of the Refund Policy will apply.

Extensions

AIBT will only extend the duration of the student's study where the student will not complete the course within the expected duration, as specified on the student's CoE, as a result of:

- compassionate or compelling circumstances (e.g., illness, where a medical certificate states that the student was unable to attend classes, or where AIBT was unable to offer the prerequisite unit; or
- AIBT implementing its intervention strategy for students who were at risk of not meeting satisfactory course progress; or
- an approved deferment or suspension of study has been granted after the student has submitted the relevant application form.

Leave of absence

All requests for leave of absence must be submitted in writing. Where a student makes a request for leave of absence within the first four (4) weeks of the commencement of the course their fees will be carried over to the following term without penalty. Where a student subsequently withdraws, the refund policy will apply from the date of receipt of the written application for leave of absence. Where a student requests leave of absence in the fifth (5^{th}) or subsequent week of any Term in their course all fees for the current term will be forfeited, but a place will be held for the following Term. Students are reminded that, as a condition of the Student Visa, Leave of Absence may only be granted for illness or compassionate grounds.

Timetable

AIBT runs its courses generally from Monday to Friday between the hours of 8:30am and 8:00pm Occasionally courses may run outside these hours. Students will be issued with a timetable for their particular course and units of study at the time acceptance of offers are completed and Confirmation of Enrolment is sent. Timetables are subject to variation each Term and AIBT will provide as much advance notice of changes as possible.

Assessment procedures

Assessments are carried out for all courses. The type of assessment depends on the unit or course. Typically, the assessment procedures include class activities, practical work, written assignments, projects, case study, presentations, quizzes, practical demonstrations, and written tests. A student must satisfactorily complete all the required assessments in every unit to the required standard to gain a qualification.

Recognition of Prior Learning (RPL) and National Recognition

Students will be given recognition of prior learning against the units listed under the course they are enrolled in if they can provide satisfactory evidence of prior learning.

Under National Recognition, students who have completed unit/s at another Australian registered training organisation may apply for an exemption in the relevant unit/s. If the application is accepted, the student is granted an exemption in that unit.

For an exemption to be granted a written application should be submitted via Student Services Team. The application is reviewed by the Academic Team Leaders and or Course Coordinator and feedback is provided within 10 business days. The application should include the evidence that the content, competencies achieved, and normal duration of the prior courses are reasonably similar to the units being delivered at AIBT or evidence of demonstration of competency through prior work or life experience. Original or verified copies of qualifications are required. The decision regarding granting RPL or National Recognition exemptions rests with the Academic Team Leaders and or Course Coordinator or delegate. Appeals to these decisions are heard by the AIBT's CEO.

Students' rights and responsibilities

Students' rights and responsibilities, including withdrawal arrangements, are outlined on the AIBT website: www.aibt.edu.au and in the Student Handbook also available on the AIBT website.

AIBT has the right to ensure that individual students do not interfere with the delivery of courses or the wellbeing of staff, other students, or visitors to AIBT. Students are expected to comply with the relevant rules and regulations of AIBT that apply to students and where there is a breach, students are subject to AIBT disciplinary procedures.

This agreement, and the availability of the AIBT complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws. Students may opt for third party representation at any stage of dispute resolution. Students may seek external assistance through:

Australian Skills Quality Authority (ASQA) http://www.asqa.gov.au/

Where the student chooses to access AIBT's complaints and appeals processes AIBT will maintain the student's enrolment while the complaints and appeals process is ongoing.

Course Requirements

Individual courses may have specific course requirements and students are encouraged to discuss these with their Trainer, Academic Team Leaders/Course Coordinator, or with the Student Services and Admissions Team.

All courses have the following general requirements:

1. Participate actively, responsibly, and respectfully in course delivery and assessment.
2. Submit all assignments by the due date unless an extension has been agreed between the student and the Trainer.
3. Where resubmission is required, resubmit by the required due date.
4. Maintain academic integrity (no copying other student's work, plagiarising, or using Artificial Intelligence software to produce work unless specifically instructed to do so).
5. Fully reference any source information.
6. Present all assessment documentation in typed format and to business presentation standards.

Student Work Rights

Following commencement of your course you are permitted to work for up to 48 hours per fortnight with a student visa during term and full-time during breaks. Many students take advantage of this opportunity, and it is a great way to practice and improve English and meet a broader range of local people. More information is available on the Immigration website at: https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/see-your-visa-conditions.

Please note that severe penalties may apply if the work conditions of the student visa are found to be breached. More information on Working in Adelaide can be found on https://studyadelaide.com/student-portal/working-in-adelaide Access to student's details

Information provided by the student is protected by the Privacy Act (1998) and is private and confidential. However, the information may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, under AIBT's obligations to the ESOS Act and the National Code. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition. Students may confirm and/or update the personal information held by AIBT by asking a Student Services and Admissions Officer.

Dependent children's education

Any school aged dependents (5 years to 17 years) accompanying overseas students to Australia will be required to pay full fees if they are enrolled in either a government or non-government school. Full details on AIBT fees for courses are available from AIBT and in the AIBT Brochure. Further information, please refer to individual education providers.

Governing Laws

This agreement between AIBT and the applicant is governed by the laws of the Commonwealth of Australia and the State of South Australia. The Education Services for Overseas Students (ESOS) Act and Regulations set out the requirements with which CRICOS registered providers must comply. The ESOS Act imposes the requirement to pay annual contributions and special levies to the Tuition Protection Scheme (TPS).

Specific legislation relating to AIBT include:

- Training and Skills Development Act 2008 (SA)
- Privacy Act 1988 (Cth)
- ESOS Act 2000 (Cth)
- Equal Opportunity Act 1984 (SA)
- Racial Vilification Act 1996 (SA) and the racial victimisation provisions in the Civil Liability Act 1936 (SA)
- Whistle-blowers Protection Act 1993 (SA)
- Children's' Protection Act 1993 (SA)
- Work Health and Safety Act 2012 (SA)

Variation to Conditions of Enrolment

AIBT may, by providing written notice, vary the conditions of enrolment as required to comply with any new or amended laws or regulations of the Commonwealth of Australia or the State of South Australia. Written notice is by means of publishing updated conditions to the AIBT website (uploading relevant forms and policies).

AIBT also reserves the right to make business decisions about cancelling or modifying courses as required if numbers fall below what are needed to continue with a program of study. From time-to-time course content may be adjusted to maximise the credit transfer available to students seeking a study path to university. Course content may also change due to updates in the nationally accredited course curriculum. When this happens, timetables could be adjusted, and units altered. Student services will advise you of that as soon as possible.

Student Disclosure of Support Needs

Students and/or parents/guardians are encouraged to disclose any disability, medical condition, learning difficulty, or other support needs before enrolment or at any time during the student's studies. This enables AIBT to assess support requirements and provide appropriate support services and reasonable adjustments where practicable.

If a student and/or parent/guardian chooses not to disclose relevant information, AIBT may be unable to identify or provide appropriate support or fulfil its duty of care. In some circumstances, this may affect the student's ability to successfully participate in and complete the course or continue their enrolment.

Emergency Medical Assistance or Care

Where AIBT deems that a student requires urgent medical assistance or care and it is not possible to contact the parent or guardian, AIBT is authorised to seek and provide appropriate medical assistance or care with the student and their parents being responsible for expenses accrued.

English Language Requirements

Where AIBT assesses that the English language skills of a student do not meet the minimum requirements for a course the Institute may enrol the student into an English for Academic Purposes program. The English program may need to be completed prior to the students' primary course or in some cases be undertaken at the same time. The length of the English program will be decided on the student's English Language abilities and is commonly offered in 10-week blocks. Additional fees will be charged for this service as outlined in the English for Academic Purposes course fees.

In certain cases, student may be given the opportunity to proceed into their primary course with further English support classes with approval from the Academic Team Leaders/Course Coordinator with additional fees.

Declaration and Signature

This agreement must be signed and dated by the student or parent/legal guardian prior to submission to and acceptance by AIBT.

Student Signature: _____

Parent/Guardian Signature (for Under 18 students): _____

Date: _____

Note: AIBT reserves the right to change the above terms and conditions without prior notice. Prospective students should check with AIBT to ensure that the information they have received is current.

The following information has been provided to the student and parent or guardian prior to the signing of this contract. This information is contained in several locations:

- AIBT website (directly or via link)
- Relevant course brochure
- Application documents
- Student Pre-departure Induction
- Student Handbook
- A copy of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

- Course Information: full details of all courses including the courses related to this contract are available at the AIBT website and have been provided to the student and/or parent or guardian prior to application. Course details are also included in this contract.
- The accreditation status of the course.
- Student selection, entry requirements, enrolment and induction/orientation procedures.
- Commencement dates and duration of courses are included in the relevant course brochure and in this contract.
- The time commitment involved in undertaking the training offered is included in the relevant course brochure and induction information.
- The requirements to achieve a qualification are outlined in the relevant course brochure and in the course information.
- The qualifications/certification to be issued on completion or partial completion of the course of study.
- The Australian and overseas recognition given to the qualification/s.
- Teaching methods used (including field trips).
- Policies on assessment, including methods, grading and resubmission of work etc.
- Recognition of Prior Learning (RPL) and National Recognition arrangements.
- Itemised list of fees payable.
- The conditions under which students will be eligible to receive a refund of fees.
- Arrangements for the protection of students' fees including the Tuition Protection Scheme (TPS).
- Internal and external grievance/appeal processes.
- Students' rights and responsibilities, including withdrawal, deferral, and transfer arrangements.
- AIBT's rights and responsibilities
- Conditions under which enrolment may be terminated.
- Welfare and guidance services relevant to overseas students.
- General description of:
    - The facilities (classrooms, furniture, fittings, etc.)
    - The equipment (e.g. AV teaching aids)
    - The learning resources (reference texts and software) available to students undertaking the course.
- Work rights: the work rights of international students.

- Course requirements (including the need to be enrolled in a full-time course of study, and requirements relating to attendance and academic progress).
- The requirement to maintain current overseas student health cover for the duration of the course(s), and to maintain adequate arrangements for the education of dependents.
- The requirement to seek prior approval from IMMIGRATION or its equivalent for certain course changes, or before commencing a new course, or changing courses.
- Information about the minimum level of English language proficiency, educational qualifications and work experience required for the student to be accepted for the course (unless this is clearly not relevant) including bridging courses and details of pre- and in-session English language programs.
- An accurate representation of the local environment in which AIBT is operating including location of campuses and indicative costs of living.
- Advice that any school-aged dependents accompanying an international student to Australia will be required to pay full fees if they are enrolled in either a government or non-government school.
- Provisions of the Migration Act and Regulations governing overseas student entry and stay in Australia.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.



Kerrie Evans
CEO or Delegate
Adelaide Institute of Business and Technology

ATTACHMENT 1 - National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)

This attachment is provided for the benefit of students and their guardians who may wish to have additional information about the way the Australian Education for Overseas Students System is regulated.

This attachment is not part of the Enrolment Agreement.

Part A – The Education Services for Overseas Students Framework

1 Promoting Australia's international education industry

Australia offers a high-quality education experience to overseas students across all sectors, ranging from schools through to English language and foundation programs, to vocational education and training and higher education.

By providing a fair and accessible system that supports overseas students, Australia has gained an enviable reputation as a popular study destination. The Education Services for Overseas Students (ESOS) legislation is a robust framework that protects and enhances the experiences of overseas students in Australia.

International education can transform individuals, widening their intellectual horizons, opening them to new ideas and experiences, and extending their friendships. Their experiences, in turn, enrich Australian society and life.

The Australian Government acknowledges and values the contribution of overseas students who come to Australia from all over the world to study, live and work. The social and economic benefits of international education to individuals, institutions and the wider community, both in Australia and abroad, are well documented. In turn, Australia offers overseas students an enriching and high-quality learning experience in a diverse cultural environment, helping to prepare them for a rewarding future. Australia's natural assets, relaxed lifestyle and many tourist attractions make it one of the most appealing destinations in the world.

The benefits of international education and training depend on the quality of the courses and services provided to overseas students, and on public confidence in the integrity and quality of the international education sector.

The reputation and quality of Australia's courses and international education services underpin long-term benefits for trade and foreign relations and are imperative to growth in trade in education services. The ESOS legislative framework is designed to uphold Australia's high standards for, and commitment to, international education through a consistent national approach, and to support the integrity of the student visa system.

2 An overview of the ESOS legislative framework

The *Education Services for Overseas Students Act 2000* (ESOS Act) and related legislation are designed to protect the interests of overseas students coming to Australia on student visas. The legislation aims to protect and enhance Australia's reputation for quality education, to provide tuition protection and support the integrity of the student visa program.

The ESOS legislative framework is complemented by the *Migration Act 1958* (Migration Act) and *Migration Regulations 1994* (Migration Regulations), the *Tertiary Education Quality and Standards Agency Act 2011* (TEQSA Act), the *National Vocational Education and Training Regulator Act 2011* (NVETR Act), and state and territory legislation relevant to the education and training of overseas students.

3 The National Code, its purpose and objectives

Under the ESOS Act, the purpose of the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (National Code 2018) is to set nationally consistent standards and procedures for registered providers and for people who deliver education services on behalf of registered providers. The National Code supports the effective administration of the ESOS legislative framework by the Commonwealth and state and territory governments.

The National Code 2018 comprises the following:

Standard 1 ***Marketing information and practices:*** This standard sets out that registered providers must uphold the integrity and reputation of Australia's education industry by ensuring the marketing of their courses and services is not false or misleading.

Standard 2 ***Recruitment of an overseas student:*** This standard sets out that registered providers must recruit responsibly by ensuring students are appropriately qualified for the course for which they seek enrolment, including having the necessary English language proficiency, educational qualifications and work experience. Students must have sufficient information to enable them to make informed decisions about studying with their chosen registered provider in Australia.

Standard 3 ***Formalisation of enrolment and written agreements:*** This standard sets out that registered providers must formalise their enrolment of overseas students through written agreements with overseas students. The written agreements protect the rights and set out the responsibilities of each party, as well as the courses and related education services to be provided, tuition and non-tuition fees payable, and refund policies.

Standard 4 ***Education agents:*** This standard sets out that registered providers must ensure that their education agents act ethically, honestly and in the best interests of overseas students as well as uphold the reputation of Australia's international education sector.

Standard 5 ***Younger overseas students:*** This standard sets out that registered providers of overseas students aged under 18 must meet legislative or other regulatory requirements relating to child welfare and protection. Registered providers of overseas students aged under 18 must provide the students with emergency contact information and information about how to report actual or alleged abuse. Where the registered provider has taken responsibility for the approval of welfare arrangements for a student who is under 18 years of age (for the purposes of the Migration Regulations), the

registered provider must ensure the arrangements for the younger students are suitable, ongoing and appropriately managed until the student turns 18 years of age.

Standard 6 ***Overseas student support services:*** This standard sets out that registered providers must assist overseas students to adjust to study and life in Australia and have appropriate orientation programs that help overseas students to access the information and services they require.

Standard 7 ***Overseas student transfers:*** This standard sets out that registered providers must not knowingly enrol an overseas student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course (or for the school sector, until after the first six months of the first registered school sector course), except in certain circumstances.

Standard 8 ***Overseas student visa requirements:*** This standard sets out that registered providers must safeguard the integrity of Australia's migration laws by supporting overseas students to complete their course within the required duration and fulfil their visa requirements for course attendance and course progress. Standard 8 sets flexible provisions to allow online learning while maintaining appropriate standards for overseas students to comply with student visa conditions.

Standard 9 ***Deferring, suspending or cancelling the overseas student's enrolment:*** This standard sets out that registered providers must appropriately manage the enrolment of their overseas students and ensure all necessary information about enrolments has been provided to the relevant government department by maintaining updated information in the Provider Registration and International Student Management System (PRISMS) database.

Standard 10 ***Complaints and appeals:*** This standard sets out that registered providers must ensure their overseas students have the right to natural justice protected through access to professional, timely, inexpensive and documented complaints handling and appeals processes.

Standard 11 ***Additional registration requirements:*** This standard sets out that registered providers must continue to meet the requirements for CRICOS registration and ensure the ESOS agency for the registered provider approves, and has up-to-date information on, specific aspects of the registered provider's operations and any registered courses.

4 Australia's international education quality assurance process

The ESOS legislative framework is administered by a number of agencies across the Commonwealth and states and territories. Their roles are outlined briefly below.

Australian Government Department of Education and Training

The Commonwealth Department of Education and Training is responsible for:

- the overarching policy development and administration of the ESOS Act and its associated legislative framework, including the Tuition Protection Service (TPS) framework and the management of PRISMS
- administering ESOS-related charges for cost recovery
- final registration or renewal and compliance monitoring and enforcement decisions (including suspensions and cancellations) as the ESOS agency for schools.

Tuition Protection Service (TPS)

The TPS is a placement and refund service to assist overseas students whose registered providers are unable to fully deliver their course of study. The TPS ensures overseas students can either:

- complete their studies in another course or with another registered provider or
- receive a refund of their unspent tuition fees.

Department of Immigration and Border Protection

The Department of Immigration and Border Protection (Immigration) is responsible for administration of the student visa program under the Migration Act and associated legislation. The ESOS framework also plays a role in ensuring registered providers uphold the integrity of Australia's student visa program through their ongoing contact with overseas students during their stay in Australia. Under subsection 19(2) of the ESOS Act, registered providers are required to notify the Commonwealth when overseas students have breached their student visa conditions, such as by failing to maintain satisfactory course attendance or progress. The National Code 2018 sets out the course attendance, progress and completion requirements for overseas students that registered providers must monitor and report on.

Australia's quality assurance agencies

The Tertiary Education Quality and Standards Agency (TEQSA) is Australia's independent national regulator of the higher education sector. Under the ESOS Act, TEQSA is the ESOS agency for providers or registered providers of higher education courses.

The Australian Skills Quality Authority (ASQA) is the national regulator for the vocational education and training sector and registered training organisations (RTOs) (within the meaning of the NVETR Act) in Australia. Under the ESOS Act, ASQA is the ESOS agency for providers or registered providers of vocational education courses.

Both ASQA and TEQSA have powers to register providers to deliver courses to overseas students, as well as to investigate and instigate enforcement action against registered providers for breaches of the ESOS Act and the National Code.

ASQA and TEQSA also have oversight responsibilities for English Language Intensive Courses for Overseas Students (ELICOS) and foundation programs, except where these courses are delivered in the capacity of a school under the ESOS Act.

State and Territory governments

For schools seeking to register to provide courses to overseas students, the state, territory and Commonwealth systems are linked through the ESOS framework. Under ESOS, the designated State authority (DSA) plays a role in ESOS related functions in state and territory jurisdictions for:

- school education and for ELICOS, foundation and non-award programs delivered by schools, and
- school education courses delivered by other registered providers.

The DSA makes recommendations to the Commonwealth Department of Education and Training to register a school as a registered provider, including any conditions on that registration. Some states and territories also have their own legislation relating to education services for overseas students within the relevant jurisdiction and may use that legislation to take enforcement action against a registered provider where appropriate and necessary.

5 The effect of the National Code 2018

The National Code 2018 sets standards to ensure education services meet the needs and expectations of overseas students who come to Australia and satisfy the objectives of the ESOS Act.

The National Code complements the strong quality assurance frameworks used by government agencies to oversee the Australian education system.

ESOS agencies may use information given by providers for other purposes in assessing their registration or compliance under the ESOS Act.

The National Code has legal effect as expressly provided for by the ESOS Act. Therefore, breaches of the National Code by registered providers can result in actions being taken against a registered provider under Division 1A in Part 6 of the ESOS Act, including suspension or cancellation of registration.

Part B – Standards for Providers of Education and Training to Overseas Students

Standard 1 Marketing information and practices

1.1 The registered provider must ensure that the marketing and promotion of its courses and education services in connection with the recruitment of overseas students or intending overseas students, including through an education agent (in accordance with Standard 4), is not false or misleading, and is consistent with Australian Consumer Law.

1.2 The registered provider must, in seeking to enter into written agreements with overseas students or intending overseas students, not provide any false or misleading information on:

1.2.1 its association with any other persons or organisations the registered provider has arrangements with for the delivery of the course in which the student intends to enrol or may apply to enrol

1.2.2 any work-based training a student is required to undertake as part of the course

1.2.3 prerequisites—including English language proficiency—for entry to the course

1.2.4 any other information relevant to the registered provider, its courses or outcomes associated with those courses.

1.3 The registered provider must not:

1.3.1 claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by the registered provider

1.3.2 guarantee a successful education assessment outcome for the student or intending student.

1.4 The registered provider must include its CRICOS registered name and registration number in any written or online material that it disseminates or makes publicly available for the purposes of:

1.4.1 providing or offering to provide a course to an overseas student

1.4.2 inviting a student to undertake or apply for a course, or

1.4.3 indicating it is able or willing to provide a course to overseas students.

1.5 The registered provider must not actively recruit a student where this conflicts with its obligations under Standard 7 (Overseas student transfers).

Standard 2 Recruitment of an overseas student

2.1 Prior to accepting an overseas student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:

2.1.1 the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable

2.1.2 the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods

2.1.3 course duration and holiday breaks

2.1.4 the course qualification, award or other outcomes

2.1.5 campus locations and facilities, equipment and learning resources available to students

2.1.6 the details of any arrangements with another provider, person or business who will provide the course or part of the course

2.1.7 indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies

2.1.8 the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled

2.1.9 the ESOS framework, including official Australian Government material or links to this material online

2.1.10 where relevant, the policy and process the registered provider has in place for approving the accommodation, support and general welfare arrangements for younger overseas students (in accordance with Standard 5)

2.1.11 accommodation options and indicative costs of living in Australia.

2.2 The registered provider must have and implement a documented policy and process for assessing whether the overseas student's English language proficiency, educational qualifications or work experience is sufficient to enable them to enter the course.

2.3 The registered provider must have and implement a documented policy and process for assessing and recording recognition of prior learning (RPL), and granting and recording course credit, if it intends to assess RPL or grant course credit. The decision to assess prior learning or grant course credit must preserve the integrity of the award to which it applies and comply with requirements of the underpinning educational framework of the course.

2.4 If the registered provider grants RPL or course credit to an overseas student, the registered provider must give a written record of the decision to the overseas student to accept and retain the written record of acceptance for two years after the overseas student ceases to be an accepted student.

2.5 If the registered provider grants the overseas student RPL or course credit that reduces the overseas student's course length, the provider must:

2.5.1 inform the student of the reduced course duration following granting of RPL and ensure the confirmation of enrolment (CoE) is issued only for the reduced duration of the course

2.5.2 report any change in course duration in PRISMS if RPL or course credit is granted after the overseas student's visa is granted.

Standard 3 Formalisation of enrolment and written agreements

3.1 The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.

3.2 If the overseas student or intending overseas student is under 18 years of age, the written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.

3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:

3.3.1 outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered 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

3.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements

3.3.3 list any conditions imposed on the student's enrolment

3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may 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 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

3.3.6 set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the *Privacy Act 1988*

3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)

3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees

3.3.9 only use links to provide supplementary material.

3.4 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:

3.4.1 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)

3.4.2 processes for claiming a refund

3.4.3 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

3.4.4 a plain English explanation of what happens in the event of a course not being 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 The registered provider must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the registered provider of his or her contact details including:

3.5.1 the student's current residential address, mobile number (if any) and email address (if any)

3.5.2 who to contact in emergency situations

3.5.3 any changes to those details, within 7 days of the change.

3.6 The registered provider 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.

Standard 4 Education Agents

4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it and enter and maintain the education agent's details in PRISMS.

4.2 The written agreement must outline:

4.2.1 the responsibilities of the registered provider, including that the registered provider is responsible at all times for compliance with the ESOS Act and National Code 2018

4.2.2 the registered provider's requirements of the agent in representing the registered provider as outlined in Standard 4.3

4.2.3 the registered provider's processes for monitoring the activities of the education agent in representing the provider, and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services

4.2.4 the corrective action that may be taken by the registered provider if the education agent does not comply with its obligations under the written agreement including providing for corrective action outlined in Standard 4.4

4.2.5 the registered provider's grounds for termination of the registered provider's written agreement with the education agent, including providing for termination in the circumstances outlined in Standard 4.5

4.2.6 the circumstances under which information about the education agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.

4.3 A registered provider must require its education agent to:

4.3.1 declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider

4.3.2 observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students

4.3.3 act honestly and in good faith, and in the best interests of the student

4.3.4 have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.

4.4 Where the registered provider becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under standards 4.2 and 4.3, the registered provider must take immediate corrective action.

4.5 Where the registered provider becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices, the registered provider must immediately terminate its relationship with the education agent or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

4.6 The registered provider must not accept students from an education agent if it knows or reasonably suspects the education agent to be:

4.6.1 providing migration advice, unless that education agent is authorised to do so under the Migration Act

4.6.2 engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)

4.6.3 facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa

4.6.4 using PRISMS to create CoEs for other than bona fide students.

Standard 5 Younger overseas students

5.1 Where the registered provider enrols a student who is under 18 years of age, it must meet the Commonwealth, state or territory legislation or other regulatory requirements relating to child welfare and protection appropriate to the jurisdiction(s) in which it operates.

5.2 Registered providers must ensure students under 18 years of age are given age and culturally appropriate information on:

5.2.1 who to contact in emergency situations, including contact numbers of a nominated staff member and/or service provider to the registered provider

5.2.2 seeking assistance and reporting any incident or allegation involving actual or alleged sexual, physical or other abuse.

5.3 Where the registered provider takes on responsibility under the Migration Regulations for approving the accommodation, support and general welfare arrangements (but not including guardianship, which is a legal relationship not able to be created or entered into by a registered provider) for a student who is under 18 years of age, the registered provider must:

5.3.1 nominate the dates for which the registered provider accepts responsibility for approving the student's accommodation, support and general welfare arrangements and advise Immigration, which is responsible for administering the Migration Regulations, of the dates in the form required by that department

5.3.2 ensure any adults involved in or providing accommodation and welfare arrangements to the student have all working with children clearances (or equivalent) appropriate to the jurisdiction(s) in which the registered provider operates

5.3.3 have and implement documented processes for verifying that the student's accommodation is appropriate to the student's age and needs:

5.3.3.1 prior to the accommodation being approved

5.3.3.2 at least every six months thereafter.

5.3.4 include as part of their policy and processes for critical incidents under Standard 6 (Overseas student support services), a process for managing emergency situations and when welfare arrangements are disrupted for students under 18 years of age

5.3.5 maintain up-to-date records of the student's contact details as outlined in Standard 3.5, including the contact details of the student's parent(s), legal guardian or any adult responsible for the student's welfare

5.3.6 advise Immigration in the form required by that department:

5.3.6.1 as soon as practicable if the student will be cared for by a parent or nominated relative approved by Immigration and a Confirmation of Appropriate Accommodation and Welfare (CAAW) is no longer required

5.3.6.2 within 24 hours if the registered provider is no longer able to approve the student's welfare arrangements

5.3.7 have documented policies and processes for selecting, screening and monitoring any third parties engaged by the registered provider to organise and assess welfare and accommodation arrangements.

5.4 If the registered provider is no longer able to approve the welfare arrangements of a student, the registered provider must make all reasonable efforts to ensure that the student's parents or legal guardians are notified immediately.

5.5 If the registered provider is unable to contact a student and has concerns for the student's welfare, the registered provider must make all reasonable efforts to locate the student, including notifying the police and any other relevant Commonwealth, state or territory agencies as soon as practicable.

5.6 Where Standard 5.3 applies and the registered provider suspends or cancels the enrolment of the overseas student, the registered provider must continue to approve the welfare arrangements for that student until any of the following applies:

5.6.1 the student has alternative welfare arrangements approved by another registered provider

5.6.2 care of the student by a parent or nominated relative is approved by Immigration

5.6.3 the student leaves Australia

5.6.4 the registered provider has notified Immigration under Standard 5.3.6 that it is no longer able to approve the student's welfare arrangements or under Standard 5.5 that it has taken the required action after not being able to contact the student.

5.7 If the registered provider enrols a student under 18 years of age who has welfare arrangements approved by another registered provider, the receiving registered provider must:

5.7.1 negotiate the transfer date for welfare arrangements with the releasing registered provider to ensure there is no gap

5.7.2 inform the student of their visa obligation to maintain their current welfare arrangements until the transfer date or have alternate welfare arrangements approved or return to their home country until the new approved welfare arrangements take effect.

Standard 6 Overseas student support services

6.1 The registered provider must support the overseas student in adjusting to study and life in Australia by giving the overseas student information on or access to an age and culturally appropriate orientation program that provides information about:

6.1.1 support services available to assist overseas students to help them adjust to study and life in Australia

6.1.2 English language and study assistance programs

6.1.3 any relevant legal services

6.1.4 emergency and health services

6.1.5 the registered provider's facilities and resources

6.1.6 complaints and appeals processes as outlined in Standard 10 (Complaints and appeals)

6.1.7 requirements for course attendance and progress, as appropriate

6.1.8 the support services available to assist students with general or personal circumstances that are adversely affecting their education in Australia

6.1.9 services students can access for information on their employment rights and conditions, and how to resolve workplace issues, such as through the Fair Work Ombudsman.

6.2 The registered provider must give relevant information or provide referrals as appropriate to overseas students who request assistance in relation to the services and programs set out in Standard 6.1, at no additional cost to the overseas student.

6.3 The registered provider must offer reasonable support to overseas students to enable them to achieve expected learning outcomes regardless of the overseas student's place of study or the mode of study of the course, at no additional cost to the overseas student.

6.4 The registered provider must facilitate access to learning support services consistent with the requirements of the course, mode of study and the learning needs of overseas student cohorts, including having and implementing documented processes for supporting and maintaining contact with overseas students undertaking online or distance units of study.

6.5 The registered provider must designate a member or members of its staff to be the official point of contact for overseas students. The student contact officer or officers must have access to up-to-date details of the registered provider's support services.

6.6 The registered provider must have sufficient student support personnel to meet the needs of the overseas students enrolled with the registered provider.

6.7 The registered provider must ensure its staff members who interact directly with overseas students are aware of the registered provider's obligations under the ESOS framework and the potential implications for overseas students arising from the exercise of these obligations.

6.8 The registered provider must have and implement a documented policy and process for managing critical incidents that could affect the overseas student's ability to undertake or complete a course, such as but not limited to incidents that may cause physical or psychological harm. The registered provider must maintain a written record of any critical incident and remedial action taken by the registered provider for at least two years after the overseas student ceases to be an accepted student.

6.9 The registered provider must:

6.9.1 take all reasonable steps to provide a safe environment on campus and advise overseas students and staff on actions they can take to enhance their personal security and safety

6.9.2 provide information to overseas students about how to seek assistance for and report an incident that significantly impacts on their wellbeing, including critical incidents

6.9.3 provide overseas students with or refer them to (including electronically) general information on safety and awareness relevant to life in Australia.

Standard 7 Overseas student transfers

7.1 Registered providers must not knowingly enrol an overseas student seeking to transfer from another registered provider's course prior to the overseas student completing six months of his or her principal course (or for the school sector, until after the first six months of the first registered school sector course), except where any of the following apply:

7.1.1 the releasing registered provider, or the course in which the overseas student is enrolled, has ceased to be registered

7.1.2 the releasing registered provider has had a sanction imposed on its registration by the ESOS agency that prevents the overseas student from continuing his or her course at that registered provider

7.1.3 the releasing registered provider has agreed to the overseas student's release and recorded the date of effect and reason for release in PRISMS

7.1.4 any government sponsor of the overseas student considers the change to be in the overseas student's best interests and has provided written support for the change.

7.2 For the purposes of Standard 7.1.3, the registered provider must have and implement a documented policy and process for assessing overseas student transfer requests prior to the overseas student completing six months of their principal course (or for the school sector, until after the first six months of the first registered school sector course). The policy must be made available to staff and overseas students, and outline:

7.2.1 the steps for an overseas student to lodge a written request to transfer, including that they must provide a valid enrolment offer from another registered provider

7.2.2 circumstances in which the registered provider will grant the transfer request because the transfer is in the overseas student's best interests, including but not limited to where the registered provider has assessed that:

7.2.2.1 the overseas student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with that registered provider's intervention strategy to assist the overseas student in accordance with Standard 8 (Overseas student visa requirements)

7.2.2.2 there is evidence of compassionate or compelling circumstances

7.2.2.3 the registered provider fails to deliver the course as outlined in the written agreement

7.2.2.4 there is evidence that the overseas student's reasonable expectations about their current course are not being met

7.2.2.5 there is evidence that the overseas student was misled by the

registered provider or an education or migration agent regarding the registered provider or its course and the course is therefore unsuitable to their needs and/or study objectives

7.2.2.6 an appeal (internal or external) on another matter results in a decision or recommendation to release the overseas student.

7.2.3 the circumstances which the registered provider considers as reasonable grounds to refuse the transfer

7.2.4 a reasonable timeframe for assessing and replying to the overseas student's transfer request having regard to the restriction period.

7.3 If the overseas student is under 18 years of age:

7.3.1 the registered provider must have written confirmation the overseas student's parent or legal guardian supports the transfer

7.3.2 where the overseas student is not being cared for in Australia by a parent or suitable nominated relative, the receiving provider must confirm it accepts responsibility for approving the student's accommodation, support and general welfare arrangements in accordance with Standard 5 (Younger overseas students).

7.4 If a release is granted, it must be at no cost to the overseas student and the releasing registered provider must advise the overseas student to contact Immigration to seek advice on whether a new student visa is required.

7.5 If the registered provider intends to refuse the transfer request, they must inform the overseas student in writing of:

7.5.1 the reasons for the refusal

7.5.2 the overseas student's right to access the provider's complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.

7.6 The registered provider must not finalise the student's refusal status in PRISMS until the appeal finds in favour of the registered provider, or the overseas student has chosen not to access the complaints and appeals processes within the 20 working day period, or the overseas student withdraws from the process.

7.7 The registered provider must maintain records of all requests from overseas students for a release and the assessment of, and decision regarding, the request for two years after the overseas student ceases to be an accepted student.

Standard 8 Overseas student visa requirements

Monitoring overseas student progress, attendance and course duration

8.1 The registered provider must monitor overseas students' course progress and, where applicable, attendance for each course in which the overseas student is enrolled.

8.2 The expected duration of study specified in the overseas student's CoE must not exceed the CRICOS registered duration.

8.3 The registered provider must monitor the progress of each overseas student to ensure

the overseas student is in a position to complete the course within the expected duration specified on the overseas student's CoE.

8.4 The registered provider must have and implement documented policies and processes to identify, notify and assist an overseas student at risk of not meeting course progress or attendance requirements where there is evidence from the overseas student's assessment tasks, participation in tuition activities or other indicators of academic progress that the overseas student is at risk of not meeting those requirements.

8.5 The registered provider must clearly outline and inform the overseas student before they commence the course of the requirements to achieve satisfactory course progress and, where applicable, attendance in each study period.

Schools, ELICOS and Foundation Programs: course progress and attendance requirements

8.6 The registered provider of a school, ELICOS or Foundation Program course must have and implement a documented policy and process for monitoring and recording attendance of the overseas student, specifying:

- 8.6.1 requirements for achieving satisfactory attendance for the course which at a minimum must be 80 per cent—or higher if specified under state or territory legislation or other regulatory requirements—of the scheduled contact hours
- 8.6.2 the method for working out minimum attendance under this standard
- 8.6.3 processes for recording course attendance
- 8.6.4 details of the registered provider's intervention strategy to identify, notify and assist overseas students who have been absent for more than five consecutive days without approval, or who are at risk of not meeting attendance requirements before the overseas student's attendance drops below 80 per cent
- 8.6.5 processes for determining the point at which the overseas student has failed to meet satisfactory course attendance.

8.7 The registered provider must have and implement a documented policy and process for monitoring and recording course progress for the overseas student, specifying:

- 8.7.1 requirements for achieving satisfactory course progress for the course
- 8.7.2 processes for recording and assessing course progress
- 8.7.3 details of the registered provider's intervention strategy to identify, notify and assist students at risk of not meeting course progress requirements in sufficient time for those students to achieve satisfactory course progress
- 8.7.4 processes for determining the point at which the student has failed to meet satisfactory course progress.

Higher education: course progress requirements

8.8 The registered provider of a higher education course must have and implement a documented policy and process for monitoring and recording course progress for the overseas student, specifying:

- 8.8.1 requirements for achieving satisfactory course progress, including policies that promote and uphold the academic integrity of the registered course, and

processes to address misconduct and allegations of misconduct

8.8.2 processes for recording and assessing course progress requirements

8.8.3 processes to identify overseas students at risk of unsatisfactory course progress

8.8.4 details of the registered provider's intervention strategy to assist overseas students at risk of not meeting course progress requirements in sufficient time for those overseas students to achieve satisfactory course progress

8.8.5 processes for determining the point at which the overseas student has failed to meet satisfactory course progress.

Vocational education and training (VET): course progress and attendance requirements

8.9 The registered provider of a VET course as defined in the NVETR Act must have and implement a documented policy and process for assessing course progress that includes:

8.9.1 requirements for achieving satisfactory course progress, including policies that promote and uphold the academic integrity of the registered course and meet the training package or accredited course requirements where applicable, and processes to address misconduct and allegations of misconduct

8.9.2 processes for recording and assessing course progress requirements

8.9.3 processes to identify overseas students at risk of unsatisfactory course progress

8.9.4 details of the registered provider's intervention strategy to assist overseas students at risk of not meeting course progress requirements in sufficient time for those overseas students to achieve satisfactory course progress

8.9.5 processes for determining the point at which the overseas student has failed to meet satisfactory course progress.

8.10 The registered provider must have and implement a documented policy and process for monitoring the attendance of overseas students if the requirement to implement and maintain minimum attendance requirements for overseas students is set as a condition of the provider's registration by an ESOS agency.

8.11 If an ESOS agency requires a VET provider to monitor overseas student attendance as a condition of registration, the minimum requirement for attendance is 80 per cent of the scheduled contact hours for the course.

8.12 If an ESOS agency requires a VET provider to monitor overseas student attendance, the registered provider must have and implement a documented policy and process for monitoring and recording attendance of the overseas student, specifying:

8.12.1 the method for working out minimum attendance under this standard

8.12.2 processes for recording course attendance

8.12.3 details of the registered provider's intervention strategy to identify, notify and assist overseas students who have been absent for more than five consecutive days without approval, or who are at risk of not meeting attendance requirements before the overseas student's attendance drops below 80 per cent

8.12.4 processes for determining the point at which the overseas student has failed to meet satisfactory course attendance.

Reporting unsatisfactory course progress or unsatisfactory course attendance

8.13 Where the registered provider has assessed the overseas student as not meeting course progress or attendance requirements, the registered provider must give the overseas student a written notice as soon as practicable which:

8.13.1 notifies the overseas student that the registered provider intends to report the overseas student for unsatisfactory course progress or unsatisfactory course attendance

8.13.2 informs the overseas student of the reasons for the intention to report

8.13.3 advises the overseas student of their right to access the registered provider's complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.

8.14 The registered provider must only report unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:

8.14.1 the internal and external complaints processes have been completed and the decision or recommendation supports the registered provider, or

8.14.2 the overseas student has chosen not to access the internal complaints and appeals process within the 20 working day period, or

8.14.3 the overseas student has chosen not to access the external complaints and appeals process, or

8.14.4 the overseas student withdraws from the internal or external appeals processes by notifying the registered provider in writing.

8.15 The registered provider may decide not to report the overseas student for breaching the attendance requirements if the overseas student is still attending at least 70 per cent of the scheduled course contact hours and:

8.15.1 for school, ELICOS and Foundation Program courses, the overseas student provides genuine evidence demonstrating that compassionate or compelling circumstances apply; or

8.15.2 for VET courses, the student is maintaining satisfactory course progress.

Allowable extensions of course duration

8.16 The registered provider must not extend the duration of the overseas student's enrolment if the overseas student is unable to complete the course within the expected duration, unless:

8.16.1 there are compassionate or compelling circumstances, as assessed by the registered provider on the basis of demonstrable evidence, or

8.16.2 the registered provider has implemented, or is in the process of implementing, an intervention strategy for the overseas student because the overseas student is at risk of not meeting course progress requirements, or

8.16.3 an approved deferral or suspension of the overseas student's enrolment has occurred under Standard 9 (Deferring, suspending or cancelling the overseas student's enrolment).

8.17 If the registered provider extends the duration of the student's enrolment, the provider must advise the student to contact Immigration to seek advice on any potential impacts on

their visa, including the need to obtain a new visa.

Modes of delivery

Note: *Online learning is study where the teacher and overseas student primarily communicate through digital media, technology-based tools and IT networks and does not require the overseas student to attend scheduled classes or maintain contact hours. For the purposes of the ESOS framework, online learning does not include the provision of online lectures, tuition or other resources that supplement scheduled classes or contact hours. Distance learning is any learning that an overseas student undertakes off campus and does not require an overseas student on a student visa to physically attend regular tuition for the course on campus at the provider's registered location.*

8.18 A registered provider must not deliver a course exclusively by online or distance learning to an overseas student.

8.19 A registered provider must not deliver more than one-third of the units (or equivalent) of a higher education or VET course by online or distance learning to an overseas student.

8.20 A registered provider must ensure that in each compulsory study period for a course, the overseas student is studying at least one unit that is not by distance or online learning, unless the student is completing the last unit of their course.

8.21 For school, ELICOS or foundation programs, any online or distance learning must be in addition to minimum face-to-face teaching requirements approved by the relevant designated State authority or ESOS agency as part of the registration of the course, if applicable.

8.22 The registered provider must take all reasonable steps to support overseas students who may be disadvantaged by:

8.22.1 additional costs or other requirements, including for overseas students with special needs, from undertaking online or distance learning

8.22.2 inability to access the resources and community offered by the education institution, or opportunities for engaging with other overseas students while undertaking online or distance learning.

Standard 9 Deferring, suspending or cancelling the overseas student's enrolment

9.1 A registered provider must have and implement a documented process for assessing, approving and recording a deferment of the commencement of study or suspension of study requested by an overseas student, including maintaining a record of any decisions.

9.2 A registered provider may defer or suspend the enrolment of a student if it believes there are compassionate or compelling circumstances.

9.3 A registered provider may suspend or cancel a student's enrolment including, but not limited to, on the basis of:

9.3.1 misbehaviour by the student

9.3.2 the student's failure to pay an amount he or she was required to pay the registered provider to undertake or continue the course as stated in the written agreement.

9.3.3 a breach of course progress or attendance requirements by the overseas student, which must occur in accordance with Standard 8 (Overseas student visa requirements).

9.4 If the registered provider initiates a suspension or cancellation of the overseas student's enrolment, before imposing a suspension or cancellation the registered provider must:

9.4.1 inform the overseas student of that intention and the reasons for doing so, in writing.

9.4.2 advise the overseas student of their right to appeal through the provider's internal complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.

9.5 When there is any deferral, suspension or cancellation action taken under this standard, the registered provider must:

9.5.1 inform the overseas student of the need to seek advice from Immigration on the potential impact on his or her student visa.

9.5.2 report the change to the overseas student's enrolment under section 19 of the ESOS Act.

9.6 The suspension or cancellation of the overseas student's enrolment under Standard 9.3 cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

Standard 10 Complaints and appeals.

10.1 The registered provider must have and implement a documented internal complaint handling and appeals process and policy, and provide the overseas student with comprehensive, free and easily accessible information about that process and policy.

10.2 The registered provider's internal complaints handling, and appeals process must:

10.2.1 include a process for the overseas student to lodge a formal complaint or appeal if a matter cannot be resolved informally.

10.2.2 include that the provider will respond to any complaint or appeal the overseas student makes regarding his or her dealings with the registered provider, the registered provider's education agents or any related party the registered provider has an arrangement with to deliver the overseas student's course or related services.

10.2.3 commence assessment of the complaint or appeal within 10 working days of it being made in accordance with the registered provider's complaints handling and appeals process and policy and finalise the outcome as soon as practicable.

10.2.4 ensure the overseas student is given an opportunity to formally present his or her case at minimal or no cost and be accompanied and assisted by a support person at any relevant meetings.

10.2.5 conduct the assessment of the complaint or appeal in a professional, fair and transparent manner.

10.2.6 ensure the overseas student is given a written statement of the outcome of the internal appeal, including detailed reasons for the outcome.

10.2.7 keep a written record of the complaint or appeal, including a statement of the

outcome and reasons for the outcome.

10.3 If the overseas student is not successful in the registered provider's internal complaints handling and appeals process, the registered provider must advise the overseas student within 10 working days of concluding the internal review of the overseas student's right to access an external complaint handling and appeals process at minimal or no cost. The registered provider must give the overseas student the contact details of the appropriate complaints handling and external appeals body.

10.4 If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the overseas student, the registered provider must immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision and advise the overseas student of that action.

Standard 11 Additional registration requirements

11.1 In applying to register a full-time course at a location, a provider must seek approval from the ESOS agency, including through the relevant designated State authority if the provider is a school, for the following:

11.1.1 the course duration, including holiday breaks.

11.1.2 modes of study, including online, distance or work-based training

11.1.3 number of overseas students enrolled at the provider, within the limit or maximum number approved by the ESOS agency for each location.

11.1.4 arrangements with other education providers, including partners, in delivering a course or courses to overseas students.

11.2 In seeking approval under 11.1, the provider must demonstrate any matters requested by the ESOS agency, including through the designated State authority if the provider is a school, which may include but are not limited to the following:

11.2.1 the expected duration of the course does not exceed the time required to complete the course on the basis of full-time study – for VET courses, this is a minimum of 20 scheduled course contact hours per week unless specified by an accrediting authority.

11.2.2 the expected duration of the course includes any holiday periods or any work-based training.

11.2.3 any work-based training to be undertaken as part of the course is necessary for the student to gain the qualification and there are appropriate arrangements for the supervision and assessment of students.

11.2.4 the course is not to be delivered entirely by online or distance learning.

11.2.5 the provider and any partner they engage to deliver a course or courses to overseas students has adequate staff and education resources, including facilities, equipment, learning and library resources and premises as are needed to deliver the course to the overseas students enrolled with the provider.

11.2.6 the maximum number of overseas students proposed by the provider for the location reflects the appropriateness of the staff, resources and facilities for the delivery of the course.

11.3 The registered provider must submit to its ESOS agency for approval, including through the relevant designated State authority if the provider is a school, information on any

proposed changes to the provider's registration for a course as outlined in standard 11.1 at least 30 days prior to the time at which those changes are proposed to take effect.

11.4 Registered providers who are self-accrediting must undertake an independent external audit during their period of CRICOS registration, within 18 months prior to renewal of that registration to inform the re-registration of the provider.

Definitions

Accrediting authority	Refers to the organisation designated by or under legislation of the Commonwealth or appropriate state or territory government to accredit persons or organisations to offer education or training services to Australian students.
Compulsory study period	A compulsory study period is one in which the student must enrol unless granted a deferment or suspension from enrolment or leave of absence under Standard 9 (Deferring, suspending or cancelling the student's enrolment). A compulsory study period does not include periods in which the student can elect to undertake additional studies. See also 'Study period'.
Confirmation of Enrolment (CoE)	A document, provided electronically, which is issued by the registered provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the registered provider.
Course	Has the meaning given in the ESOS Act.
Course credit	Exemption from enrolment in a particular part of the course as a result of previous study, experience or recognition of a competency currently held. Includes academic credit and recognition of prior learning.
Course progress	The measure of advancement within a course towards the completion of that course irrespective of whether course completion is identified through academic merit or skill-based competencies.
CRICOS	The Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) is the register prescribed under section 14A of the ESOS Act.
Critical incident	A traumatic event, or the threat of such (within or outside Australia), which causes extreme stress, fear or injury.
Designated State authority (DSA)	Has the meaning given in the ESOS Act.
Education agent	A person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In

	doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers. Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).
Enrolment	Where the student has been issued with a CoE to confirm acceptance by the registered provider and is occupying a place in the CRICOS registered course for which the student was accepted and is progressing towards the completion of the course requirements. The period of enrolment includes scheduled breaks between study periods.
ESOS agency	Has the meaning given by section 6C of the ESOS Act.
Intending overseas student	Has the meaning given in the ESOS Act.
Marketing	Promotion of the provider and its courses and facilities to prospective overseas students and their parents or guardians, agents, international organisations and other interested parties such as alumni.
Migration agent	A person registered as a migration agent as per section 286 of the Migration Act 1958.
Mode of study	Includes attendance face-to-face in a classroom, supervised study on the registered provider's campus, distance learning, online learning and work-based learning.
Overseas student	Has the meaning given in the ESOS Act.
Principal course of study	The principal course of study refers to the main course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses.
PRISMS	The Provider Registration and International Student Management System (PRISMS) is the system used to process information given to the Secretary of DET by registered providers.
Provider	Has the meaning given in the ESOS Act.
Provider default	Where the registered provider fails to provide a course or ceases to provide a course to an overseas student within the meaning of section 46A of the ESOS Act.
Recruitment	The pre-enrolment processes of engaging and assisting overseas students (or parent or guardian if the overseas student

	is under 18) to apply for a place in a course with a provider leading up to the formal enrolment, including assistance with administrative issues and the issuing of a CoE for an application for a student visa.
Registered provider	As defined in section 5 of the ESOS Act, the registered provider for a course for a location means a provider that is registered to provide the course at the location.
Scheduled course contact hours	The hours for which students enrolled in the course are scheduled to attend classes, course-related information sessions, supervised study sessions, mandatory and supervised work-based training and examinations.
Self-accrediting provider	Self-accrediting institutions are established by or under relevant Commonwealth or state or territory government legislation with the authority to accredit their own courses.
State	Has the meaning given in the ESOS Act.
Student	Means an overseas student (or intending overseas student) as the context requires.
Student contact officer	Employee(s) of the registered provider deemed to have an appropriate level of skill, knowledge and expertise who is able to provide advice to overseas students on a range of matters.
Student default	Where an overseas student does not start a course or withdraws from a course as defined in section 47A(2) of the ESOS Act.
Student visa	Has the meaning given in the ESOS Act.
Study period	A discrete period of study within a course, namely term, semester, trimester, short course of similar or lesser duration, or as otherwise defined by the registered provider as long as that period does not exceed six months. See also ‘Compulsory study period’.
Tuition fees	Has the meaning given in the ESOS Act.
Unit	A discrete component of study within a course; the term includes ‘subject’ and ‘module’.

ATTACHMENT 2 CODE OF PRACTICE – OVERSEAS STUDENTS

INFORMATION TO BE PROVIDED TO STUDENTS BY THE REGISTERED TRAINING PROVIDER BEFORE ENTERING INTO A CONTRACT WITH THEM.

1. copy of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (this document)
2. course information, including content and vocational outcomes
3. the accreditation status of the course
4. student selection, entry requirements, enrolment and induction/orientation procedures
5. the commencement dates and duration of courses
6. the time commitment involved in undertaking the training offered
7. requirements to achieve the qualification
8. the qualification/certification to be issued on completion or partial completion of the course of study
9. Australian and overseas recognition given to qualifications
10. teaching methods used (including field trips or work experience requirements)
11. policies on assessment, including methods, grading, resubmission of work etc.
12. Recognition of Prior Learning (RPL) arrangements
13. itemised list of fees payable
14. the conditions under which students will be eligible to receive a refund of fees
15. arrangements for the protection of students' funds
16. internal and external grievance/appeal processes
17. students' rights and responsibilities, including withdrawal arrangements
18. Registered Training Provider's rights and responsibilities
19. conditions under which tuition may be terminated
20. welfare and guidance services relevant to overseas students
21. general description of:
    a) the facilities (for example classrooms, furniture, fittings)
    b) the equipment (for example audio-visual teaching aids)
    c) the learning resources (for example reference texts and software) available to students undertaking the course

22. work rights
23. course requirements (including the need to be enrolled in a full-time course of study, and requirements relating to attendance and academic progress)
24. the requirement to maintain current overseas student health cover, and to maintain adequate arrangements for the education of dependants
25. the requirement to seek the prior approval of IMMIGRATION or its equivalent for certain course changes, or before commencing a new course, or changing courses
26. Information about the minimum level of English language proficiency, educational qualifications and work experience required for the student to be accepted for the course (unless this is clearly not relevant), including bridging courses and details of pre- and in-sessional English language programs
27. An accurate representation of the local environment in which AIBT is operating, including location of campuses and indicative costs of living
28. Advice that any school-aged dependants accompanying an international student to Australia will be required to pay full fees if they are enrolled in either a government or non-government school
29. Provisions of the Migration Act and Regulations governing overseas student entry and stay in Australia.