



Written Agreements Policy

1. Introduction

Australian Learning Group Pty Limited (ALG) ensures that enrolments of students are formalised with a fair and reasonable written agreement in accordance with the Education Services for Overseas Students Act 2018 ('ESOS Act') and Standard 3 of the National Code of Practice for Providers of Education to Overseas Students 2018 ('National Code').

2. Purpose

The purpose of this policy is to capture the requirements of written agreements between students, or intending students, and ALG.

3. Scope

This policy applies to all ALG staff involved in the development, issuance, retention of written agreements as well as all students and intending students.

4. Policy

Formalisation of Enrolment

- 4.1. ALG enters into a written agreement with all students or intending students, concurrently with, or prior to accepting payment of tuition fees or non-tuition fees.
- 4.2. At ALG, the written agreement is the Letter of Offer (LoO) signed by the student or the combination of the Letter of Offer and digital acceptance.

Written Agreement Requirements

- 4.3. ALG includes, in plain English, the following requirements outlined in the National Code 2018 including:



- a) the course or courses in which the student is to be enrolled
- b) the expected course start date
- c) the location(s) at which the course will be delivered
- d) the offered modes of study for the course, including compulsory online, work-based training, placements or other community-based learning or collaborative research training arrangements
- e) any prerequisites necessary to enter the course or courses, including English language requirements
- f) any conditions imposed on the student's enrolment
- g) all tuition fees payable by the student for the course including the periods to which those tuition fees relate
- h) 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)
- i) 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
- j) 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
- k) ALG's internal and external complaints and appeals processes, in accordance with Standard 10
- l) Statement 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.

4.4. Links to other sources of information including web pages and policies and procedures are only used to provide supplementary material.

Fees and Refunds Requirements in Written Agreements

4.5. In all written agreements, ALG includes the following information related to refunds of tuition fees and non-tuition fees in the case of student default and provider default, which is consistent with the requirements of the ESOS Act:

- a) amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
- b) processes for claiming a refund
- c) the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
- d) a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS



- e) 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"*.

Contact Information

4.6. Within the written agreement, ALG also includes in requirement that students or intending students, while in Australia and studying with ALG, must notify the registered provider of their contact details including:

- a) the student's current residential address, mobile number, and email address;
- b) who to contact in emergency situations; and
- c) any changes to those details, within 7 days of the change.

Record Retention

4.7. ALG retains 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.

4.8. Students are also responsible for retaining a copy of the written agreement as supplied by ALG, and receipts of any payments of tuition fees or non-tuition fees.

Quality Assurance

4.9. ALG regularly reviews written agreements in accordance with the Calendar of Compliance as part of the quality assurance process. As part of this process, ALG may make updates to the written agreement for future students.

5. Definitions

The definitions of key terms relevant to this document are contained in the ALG Glossary.

6. Related Documents

- i. Admissions Policy and Procedure
- ii. Complaints and Appeals Policy and Procedure
- iii. Fees and Refunds Policy and Procedure
- iv. Suspension, Deferral and Cancellation Policy and Procedure
- v. Record Retention
- vi. Calendar of Compliance



7. Document Information and Review

Version	Date Effective	Approved by	Amendment	Date of next scheduled review
3.0	31 October 2023	General Manager	<ul style="list-style-type: none">• Inclusion of all requirements of written agreements outlined in Standard 3 of the National Code 2018• Editorial changes• Transfer to new ALG template	31 October 2026