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## STUDENT HANDBOOK

### Section 18 – Written Agreements

ALG will enter into a written agreement with the student, by signing a form or indicating their acceptance online concurrently with or prior to accepting course money from the student.

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

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#### Student Written Agreement

The student agreement ALG provides will:

- a. identify the course or courses in which the student is to be enrolled and any conditions on his or her enrolment
- b. state any required pre-requisites necessary to enter the course
- c. provide an itemised list of course money payable by the student, both tuition fees and non-tuition fees
- d. provide information in relation to refunds of course money
- e. set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition; and
- f. advise the student of his or her obligation to notify the registered provider of a change of address while enrolled in the course.
- g. Any other conditions imposes on the student's enrolment

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#### Accepting Money and Student Agreement

ALG cannot accept course money from the student until the student has signed or otherwise accepted the agreement.

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

For compliance purposes ALG should record on file the action taken to notify the student that their enrolment cannot be progressed and keep evidence that the money has not been used.

ALG will then consider at what point they would consider returning money if no agreement is forthcoming.

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## Refunds and Student Agreement

ALG will include in the written agreement with students the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and ALG default:

- a. amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider);
- b. processes for claiming a refund;
- c. a plain English explanation of what happens in the event of a course not being delivered; and
- d. a statement that *'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'*.

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## Record Keeping

Registered providers must retain records of all written agreements, as well as receipts of payment made under the written agreement, for at least two years after the overseas student ceases to be an accepted student.