

Formalisation of Enrolment and Written Agreements

Purpose

KCA Education (KCA) is committed to ensure all international students are provided with formal written agreement with KCA, by way of a Letter of Offer.

Scope

This policy applies to international students having an understanding of what entry requirements including English and Language proficiency, educational qualifications or work experience, and course credits to study in Australia and provides a benchmark to international admissions staff when assessing an application from a potential international student.

Responsibility

Responsibility (R)	Accountability (A)	Consult (C)	Inform (I)
Student Admissions	Chief Executive Officer	Admissions Manager	Quality Assurance

Applicable Legislation/Contracts

- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- ESOS Act
- VET Quality Framework – National Standards for RTO’s, AQF

Related Policies/Procedures

- QMSP001: Marketing Information Practices
- QMSP004: Formalisation of Enrolment and Written Agreement Policy
- QMSP005: International Refund Policy
- QMSF003: Letter of offer and acceptance

Reference

National Code: 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.

Policy

International student admissions will issue a potential international student with a formalised letter of offer, upon successful assessment of their application to study with KCA.

The formalised letter of offer will contain at a minimum the following points:

- identify the course or courses in which the student is to be enrolled and any conditions on his or her enrolment
- inform students that all courses offered are on a full time basis of a minimum of 20 hrs per week with attendance monitored
- provide an itemised list of course money payable by the student
- provide information in relation to refunds of course money
- 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 and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. 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
- advise the student of his or her obligation to notify the registered provider of a change of address while enrolled in the course.
- Reference to the KCA Student Refund Policy and the following additional information:
- 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)
- processes for claiming a refund
- a plain English explanation of what happens in the event of a course not being delivered, and
- a statement that “This agreement, and the right to make complain 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 protection law if the Australian Consumer Law applies”.

KCA will advise each potential student of the circumstances in which personal information about the student may be shared with other entities.

KCA will not accept course monies from any student until the student has signed and accepted the agreement (letter of acceptance).

Should KCA receive money for the purpose of paying for course tuition fees by way of mail (example cheque or money order), prior to the student signing/accepting the written agreement, KCA, will not use the money and will immediately contact the student or agent to inform them that the payment cannot be processed and the enrolment cannot progress until the written agreement has been accepted.