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## **Formalisation of Full Fee Paying Overseas Student Enrolment and Written Agreements Policy**

### **Source of Obligation**

Standard 3.1 of the National Code requires the School to enter into a written agreement with an full fee paying overseas student or intending full fee paying overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees and non-tuition fees.

A written agreement may take any form, provided it meets the requirements of the ESOS Act and the National Code.

### **Acceptance of Written Agreements for Younger Full Fee Paying Overseas Students**

Under Standard 3.2, if the full fee paying overseas student or intending full fee paying overseas student is under 18 years of age (a younger full fee paying overseas student), the written agreement must be signed by their parent/guardian.

### **Written Agreement Requirements**

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

- 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
- outline any prerequisites necessary to enter the course or courses, including English language requirements
- list any conditions imposed on the student's enrolment
- 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)
- 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
- set out the circumstances in which personal information about the student may be disclosed by the School, the Commonwealth including the Tution Protection Service (TPS), or state or territory agencies, in accordance with the Privacy Act 1988 (Cth) and the School's **Privacy Policy**
- outline the School's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and Appeals) and with the School's **Full Fee Paying Overseas Students Complaints Handling Policy**
- state it is the responsibility of the student to keep a copy of the written agreement as supplied by the School, and receipts of any payments of tuition fees or non-tuition fees
- only use hyperlinks to provide supplementary material.

Standard 3.4 requires the School to also include the following information in relation to refunds of tuition fees and non-tuition fees in the case of student default and/or the School's default:

- amounts that may or may not be repaid to the full fee paying overseas student (including any tuition and non-tuition fees collected by Education Agents on behalf of the School)
- processes for claiming a refund
- the specified person(s), other than the full fee paying overseas student, who can receive a refund in respect of the full fee paying overseas student identified in the written agreement, consistent with the ESOS Act
- a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
- the following statement reserving the student's rights in Australian Consumer Law:

*"This written agreement, and the right to make complaints and seek appeals of decisions and actions 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."*

Standard 3.5 requires full fee paying overseas students, while in Australia and studying with the School, to advise the School of their contact details including:

- the student's current residential address, mobile number (if any) and email address (if any)
- who to contact in emergency situations
- any changes to those details, within seven days of the change.

It is the School's policy that our written agreements with each full fee paying overseas student and intending full fee paying overseas student comply with the requirements under Standard 3 of the National Code and the ESOS Act.

## **Kambala's Policy**

### **Online Acceptance**

The full fee paying overseas student's or intending full fee paying overseas student's parents/guardians may decide to accept the written agreement by signing a form or indicating their acceptance online.

If the full fee paying overseas student's or intending full fee paying overseas student's parents/guardians do accept the written agreement online, the School must be able to verify the authenticity of the parent/guardian's acceptance by undertaking a verification of identity process. This authentication process will happen immediately after the written agreement is accepted.

### **Payment of Fees Before a Course Commences**

Section 27 of the ESOS Act prohibits the School from receiving more than 50 per cent of an full fee paying overseas student or intending full fee paying overseas student's total tuition fees for a course before the student has begun the course unless the student or the person responsible for payment of those fees chooses to pay more than 50 per cent.

The School may also receive more than 50 per cent of the fees before the course starts if the course has a duration of 25 weeks or less.

If the School receives tuition fees for a course before the course has begun, the School must manage that money in accordance with the requirements of sections 28-30 of the ESOS Act.

## **Refunds**

Refer to our **Full Fee Paying Overseas Students Refund Policy**.

## **Record Keeping**

The School maintains evidence of compliance with this policy by maintaining records of all written agreements entered into with full fee paying

overseas students. Records will be maintained in accordance with our **Full Fee Paying Overseas Students Records Management and Retention Policy**.