



KEYSTONE COLLEGE
OF BUSINESS & TECHNOLOGY

Formalisation of Enrolment and Written Agreements Policy and Procedure

Table of Contents

Purpose:	3
Scope.....	3
Definitions.....	3
Requirements of the Written Agreement:.....	5
Procedure.....	6
Basic procedure for enrolment.....	7
Letters of Offer.....	7
Related Documents:.....	8

Purpose:

Keystone College of Business and Technology (KCBT) is committed to ensure its student selection processes are fair, transparent, and non-discriminatory and prospective students are treated fairly and equitably and provides a procedure for staff in relation to assessing overseas student application for admission and issuing offers letter and Student acceptance agreements. The purpose of this policy is to indicate the requirements of the Enrolment Acceptance Agreement that is to be accepted prior or at the same time as accepting course money from student.

Scope

The policy applies to Staff and students at Keystone College of Business and Technology (KCBT).

This policy ensures that the obligations and rights of KCBT and the student are clearly set out; including outlining the course or courses in which the student is to be enrolled, any prerequisites necessary to enter the course or courses, tuition and non-tuition fees, refund policies, enrolment fee and any conditions imposed on the student's enrolment and services that KCBT is obliged to supply to students.

Definitions

Enrolment Fee:

- Enrolment fee is a fee that accompanies the application/enrolment form to process student applications. This fee is non-refundable.

Tuition Fee:

- Tuition Fees are the fees payable to KCBT for undertaking a course.
- KCBT does not require international students to pay more than 50 percent of the total tuition fees in advance before the commencement of the course for courses with a duration of more than 26 weeks. Students, or the person responsible for paying the tuition fees, can choose to pay more than 50 percent of their tuition fees before they start their course.

Course Fee:

- The course Fee is the total fee of the course a student is enrolled in at KCBT.

Non- Tuition Fee:

- Enrolment Fee (Non-Refundable)
- Overseas Student Health Cover (OSHC) and Accommodation placement fee

- Resource fee (Non-Refundable)
- COE Deposit (If applicable - Non-Refundable))
- Commitment fee for the subsequent course (s) – if applicable (Non-Refundable)
- The fee as per schedule <https://kcbt.wa.edu.au/future-students/course-detailsprices/>

Commencement Date:

- For the purpose of the policy, fee payment, and refund calculation the Commencement date is considered to be as per the CoE date

Course Completion Date:

- The date the student has completed the course requirements, which may conclude at the end of classes, work-based training, and/or final assessment.

Principal Course:

- The principal course of the 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.

Other definitions:

- AQF – Australian Qualifications Framework
- ASQA – Australian Skills Quality Authority
- DoE – Department of Education
- CRICOS - Commonwealth Register of Institutions and Courses for Overseas Students
- DoHA – Department of Home Affairs
- ESOS Act 2000 - Education Services for Overseas Students Act, 2000
- eCoE - Electronic copy of a Confirmation of Enrolment
- RTO - Registered Training Organisation
- VET – Vocational Education and Training
- ELICOS – English Language Intensive Courses for Overseas Students
- OSHC – Overseas Student Health Cover
- PRISMS – Provider Registration and International Student Management System
- KCBT – Keystone College of Business and Technology. RTO Code: 41183 / CRICOS Code: 03425F

Requirements of the Written Agreement:

Prior to enrolment or the commencement of training and assessment, whichever comes first, KCBT provides an electronic copy of current and accurate information that enables the student to make informed decisions about undertaking training with KCBT and at a minimum includes the following content:

- Course/s full name, and details CRICOS Course Code/s and any enrolment conditions
- Course location/s
- Course Modes of Study
- Details of any work-based training/ placements
- English and Academic Pre-requisite requirements
- An itemised list of Tuition and Non-Tuition fees payable (for each course), the periods to which the payments relate.
- List any conditions imposed on the student's enrolment
- Details of any other fees that may be applicable during the enrolment period including:
 - reassessment fees, deferral fees, late payment fees
 - Payment options
 - Any other fees payable by the student in order to undertake the course
- The agreement must be accepted by the student at the same time as, or before, KCBT can accept course money from the student.
- The services to be provided
- BYOD policy - any materials and equipment that the student must provide
- The full Refund Policy and the process for claiming a refund, including details of amounts of money that may or may not be refunded to a student.
- A full Complaints and Appeals Policy and Procedure
- Students MUST advise KCBT of any change to residential address, phone, email, emergency contact details/ next of kin while enrolled in a course within 7 days of the change, this is also a visa condition 8533 / legislative condition.
- 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 Please refer to Privacy Policy and Procedure and Privacy Policy Statement
- A clear explanation of what happens if a course is not delivered:
 - In the unlikely event that KCBT is unable to deliver your course in full, you will be offered a refund of all the unused fees you have paid to date.
 - The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by another CRICOS provider at no extra cost to you. Refer ESOS legislation ESOS Act 2000

Division 2 Sections 27–32 and ESOS Regulations 200 Division 3.4 (3.19) Refer Tuition Protection Service - <https://tps.gov.au/>

- Outline KCBT’s internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals). Please refer to Complaint and Appeal Policy and Procedures.
- 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”. (Please refer to “Complaint and Appeal Policy and Procedures”)
- Statement that the student is aware of their obligation to pay outstanding course fees and understands KCBT will pursue outstanding fees under Australian Law and through debt collectors.
- A statement that the student is responsible for keeping a copy of their written agreement and receipts for all payments made, both tuition and non-tuition.
- KCBT will only provide hyperlinks to supplementary material.

Procedure

Students are not required to pay any course money until they have signed and lodged a formal written agreement. However, if student pays by direct payment into KCBT bank account or another means prior to signing a formal written agreement, KCBT will not use the course money received. KCBT will immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. KCBT will keep this evidence on the student file. As stated on the Letter of Offer payment is to be received with the signed Formal Agreement not prior.

Education agents cannot sign on behalf of the student.

KCBT 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.

Money received from the student should not be receipted/processed until the student has received and accepted a formal Letter of Offer/Written Agreement Contract. This can happen at the same time.

The receipt of deposit money is to be attached to the signed Acceptance of Offer/Formalisation of Enrolment. Staff are to check the date of the receipt is not prior to the date of the formalisation of enrolment. If this is found it must be fully investigated and noted on the student file.

If early payment is received without a formal offer an electronic copy of the signed acceptance must be requested. Students can sign a form or indicate their acceptance online.

KCBT written agreement must always include all of the criteria as per National Code 3 and as per our policy.

All staff queries are to be directed to Compliance Manager/CEO. Copies of all documentation must be kept on student file for evidence at audit.

Basic procedure for enrolment

- Student completes an application form and pays a non-refundable application fee of \$250 and provides the required evidence as requested on the form.
- KCBT staff assess the application form and evidence provided, approve or not approve enrolment, and keep evidence of the process followed (using the Enrolment Process Checklist) on the student file.
- If the application is accepted, KCBT sends an Offer of Enrolment (either conditional or non-conditional), Acceptance of the Offer/ Written Agreement, invoice and pre-enrolment information
- Student accepts the offer; returns the fully signed and dated agreement contract and makes payment as set out in the agreement. *Note: Education agents cannot sign on behalf of a student.*
- KCBT sends a CoE to the student/agent.

Letters of Offer

The letter of offer must always:

- Be very clear in distinguishing between 'Tuition and Non-tuition fees'
- Any additional fees need to be listed clearly on the agreement and marketing material.
- Ensure all items listed in the policy are contained in the written agreement.
- KCBT does not require the student to pay more than 50 per cent of tuition fees (or the full amount if the course is under 25 weeks in duration) prior to the course commencing,
- KCBT can accept more than 50 per cent of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.
- KCBT can request any remaining fees as per the payment plan set out in the written agreement with the student.
- Tuition Fees received before the student commences the course must be banked within 5 business days of receiving funds.
- KCBT has a separate bank account for tuition fees.
- KCBT updates PRISMS within 31 days of any non-commencements.
- KCBT 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.

- Any electronic files (including student, staff and agent files) relevant to KCBT CRICOS registration must be backed up formally to ensure there is no file corruption.
- Standard 3 of the National Code must be adhered to at all times.
 - <https://internationaleducation.gov.au/Regulatory-information/Documents/National%20Code%202018%20Factsheets/Standard%203.pdf>

Related Documents:

- Standard 3: Formalisation of enrolment and written agreements
- KCBT Refund Policy and Procedure
- KCBT Complaints and Appeals Policy and Procedure
- KCBT Application for Refund form
- KCBT Student Letter of Offer (contract/ written agreement)
- KCBT Enrolment Process Checklist