KINCOPPAL – ROSE BAY
SCHOOL OF THE SACRED HEART

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3.6 OVERSEAS STUDENTS ENROLMENT POLICY AND PROCEDURES

Document Management

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Related legislation	NSW legislation: *Education Act 1990* ('the Education Act') Commonwealth legislative framework: *Education Services for Overseas Students Act 2000 (Cth)* ('the ESOS Act') *Education Services for Overseas Students Regulations 2019* ('the ESOS Regulations') *National Code of Practice for Providers of Education and Training to Overseas Students 2018* ('the National Code') *Education Services for Overseas Students (TPS Levies) Act 2012*

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1. Background

Kincoppal-Rose Bay School of the Sacred Heart ('the School/KRB') is listed on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). The School's CRICOS Provider Code is 02268M. As a CRICOS provider, the School is registered to deliver Primary (Kindergarten-Year 6), Junior Secondary (Years 7-10) and Senior Secondary (Years 11 and 12) courses to overseas students. Any references in this document to the 'registered provider', 'provider' or 'school provider' means the School or the School as a CRICOS provider, or vice versa.

The School Principal is the Principal Education Officer (PEO) under the legislation. Any references in this document to the PEO or the School Principal mean the School Principal.

Registered providers must formalise the enrolment of overseas students through written agreements. The written agreements protect the rights and set out the responsibilities of each party, as well as the courses and related education services to be provided, tuition and non-tuition fees payable, and refund policies, in accordance with the National Code of Practice for Providers of Education and Training to Overseas Students 2018 ('National Code') Standard 3.

2. Purpose

The purpose of this policy and procedures is to demonstrate how the School complies with all legislative requirements in relation to the enrolment of overseas students and the formalisation of enrolment through written agreements.

3. Policy

3.1 The School will enter into a written agreement with overseas students or intending overseas students that it enrols, which meets the requirements under the National Code and the ESOS Act.

3.2 Students will be provided information and copies of other key policies, as outlined in the School's *3.9 Overseas Students Support Services Policy and Procedures*.

3.3 Written agreements must be signed or otherwise accepted by the student, or if the student is under 18 years of age, the student's parent or legal guardian. Note: the School recognises online acceptances, once the identity of the person signing has been verified and authenticated.

3.4 The School will enter into a written agreement with overseas students before or at the same time as accepting any fees. If payment is received without an accepted agreement, the School will inform the student that the payment cannot be processed until the agreement is received.

3.5 The School will issue a Confirmation of Appropriate Accommodation and Welfare (CAAW) at the same time as issuing a Confirmation of Enrolment (CoE) (see the School's *3.8 Overseas Students Younger Overseas Students Policy and Procedures*).

3.6 The School will retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least two (2) years after the person ceases to be an accepted student.

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3.7 Requests for students to transfer from another registered provider will be managed by the School's *3.10 Overseas Students Transfers Policy and Procedures*.

4. Procedures

4.1 Written agreement format

4.1.1 The Admissions Team will ensure that the School's written agreement is compliant with all CRICOS requirements as outlined in the ESOS Act and the National Code.

4.1.2 The Admissions Team will update the written agreement to reflect legislative or other required changes, as and when required.

4.1.3 The written agreement will:

4.1.3.1 identify 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

4.1.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements

4.1.3.3 identify any conditions on the enrolment, for example when acceptance of the student is conditional upon the completion of a pre-requisite course or on attaining a certain level of English language proficiency. See the School's *3.5 Overseas Students Assessment of English Language Proficiency and Educational Qualifications Policy and Procedures.*

4.1.3.4 provide an itemised list of course money payable by the student, including 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)

4.1.3.5 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

4.1.3.6 include 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 provider default:

4.1.3.6.1 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)

4.1.3.6.2 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

4.1.3.6.3 processes for claiming a refund

4.1.3.6.4 a plain English explanation of what happens in the event of a course not being delivered including the role of the Tuition Protection Service (TPS)

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4.1.3.6.5 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 overseas student to take action under the Australian Consumer Law, if the Australian Consumer Law applies".

4.1.3.7 include the following statement about the kind of information that may be collected, in accordance with the *Privacy Act 1988* and what it is used for:

4.1.3.7.1 about the student: full name, gender, date and country of birth and nationality; and once the student has established an address in Australia, the student's residential address

4.1.3.7.2 about the course: the CRICOS course code, agreed starting date and if the student didn't begin the course when expected; the expected completion date, and any termination of the student's enrolment prior to the expected completion date; and any change to the identity or duration of the course

4.1.3.7.3 about course money: the amount of money the provider has received prior to issuing a Confirmation of Enrolment (CoE), and an estimate of the total amount the student will be required to pay to undertake the full course

4.1.3.7.4 about health insurance: whether the student has paid for Overseas Student Health Cover (OSHC) before the course starts

4.1.3.7.5 about English language proficiency: whether the student has undertaken a test to determine his or her level of understanding of English, the name of the test and the score the student received for the test

4.1.3.7.6 about the student's visa: the Department of Home Affairs (DHA) office where the application for a student visa was made or is expected to be made; and if the student holds a student visa, the number of the visa; and once studying in Australia, the student's local DHA office

4.1.3.7.7 about the student's passport: if the student was in Australia when he or she became an accepted student, the student's passport number

4.1.3.7.8 about any breaches of student visa conditions relating to attendance or satisfactory academic performance.

4.1.3.7.9 explanation that the information may be shared between the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager for the purposes of:

4.1.3.7.9.1 promoting compliance with the ESOS Act and the National Code;

4.1.3.7.9.2 assisting with the regulation of providers;

4.1.3.7.9.3 promoting compliance with the conditions of a particular student visa or visas, or of student visas generally; or

4.1.3.7.9.4 facilitating the monitoring and control of immigration.

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4.1.3.8 request agreement that the School may use the information collected for additional purposes, for example sending general correspondence to the student

4.1.3.9 advise the student of his or her obligation to notify the registered provider of a change of address while enrolled in the course

4.1.3.10 include 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:

4.1.3.10.1 the student's current residential address, mobile number (if any) and email address (if any)

4.1.3.10.2 who to contact in emergency situations

4.1.3.10.3 any changes to those details, within 7 days of the change.

4.1.4 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.

4.1.5 outline internal and external complaints and appeals processes and contain a statement advising that the agreement does not affect the rights of an overseas student to take action under Australian Consumer Law where applicable.

4.2 Other policies and procedures

4.2.1 The Admissions Team will ensure that the student has received all other relevant policies, as outlined in the School's *3.9 Overseas Students Support Services Policy and Procedures*.

4.3 Signing

4.3.1 The Admissions Team will ensure the written agreement is signed or otherwise accepted by the overseas student, or if they are under 18 years of age, their parent or legal guardian;

4.3.2 The Admissions Team will not accept an online signature to accept a written agreement unless the identity of the person signing has been verified and authenticated.

4.3.3 Once the written agreement has been accepted, the School will issue a Confirmation of Appropriate Accommodation and Welfare (CAAW) at the same time as issuing a Confirmation of Enrolment (CoE) (see the School's *3.6 Overseas Students Enrolment Policy and Procedures*).

4.4 Payment of monies

4.4.1 The School will enter into a written agreement with the overseas student or intending overseas student before (or at the same time as) accepting course money (tuition fees or non-tuition fees) from the student.

4.4.2 If the School receives course money sent by mail (for example, by cheque or money order) or by electronic funds transfer, before receiving the accepted written agreement, the Admissions Team will 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.

4.4.3 For compliance purposes the Admissions Team will 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.

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4.4.4 If the written agreement has not been received by eight (8) weeks and there has not been a request for an extension, the Director of Corporate Services will contact the student or agent to arrange a refund of the monies paid.

4.5 Student and parent contact details

4.5.1 The Admissions Team will ensure that overseas students' contact details and emergency contacts are saved on the student's file in Synergetic.

4.5.2 In term 1 and term 3 of each year, the Admissions Team will send an email to each family to verify the contact information the School holds is still correct.

4.5.3 The Admissions Team will review the verified contact information and ensure that Provider Registration and International Student Management System (PRISMS) is updated if required.

4.6 Record keeping

4.6.1 The Admissions Team and the Business Office will 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. This is consistent with the record keeping requirements under section 21 of the ESOS Act and 3.04 of the ESOS Regulations.

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5. Process steps

	Overseas student makes an application for enrolment.
	School provider assesses application including: • Overseas student's English language proficiency • welfare and accommodation arrangements
	School provider offers overseas student enrolment.
	Overseas student (or parent/guardian if under 18) accepts enrolment offer and signs written agreement (and pays any required fees).
	School provider creates PRISMS entry for overseas student and generates: • Confirmation of Enrolment (CoE) • Confirmation of Appropriate Accommodation and Welfare arrangements (CAAW), if relevant. School provider provides CoE and CAAW (if relevant) to overseas student. Overseas student applies for visa.
	Overseas student's visa is approved. Overseas student arrives in Australia (if offshore). School provider's welfare and accommodation monitoring commences (if CAAW is in place).