

Frequently Asked Questions -

Requirements for Written Agreements

National Code Standard 3

ESOS, Sections 7, 22, 27, 46A, 46C, 46D 47A, 47B, 47D, 47E

- The document should be identifiable as a formal, binding 'written agreement' between provider and parent following an assessment of student suitability for a course (rather than a more generic 'application form' or 'expression of interest').
- Must include content that is specific to the student – i.e. not general school information.
- Must identify the student by name.
- Must identify the course/s being studied (as specified on PRISMS).
- Should specify the course/s start and end dates.
- Must specify the location of the course/s.
- Should include relevant contact details for the student seeking enrolment (e.g. parents/guardians/agents).
- Must outline any conditions of enrolment:
 - Those which are specific to the student (e.g. academic/ESL requirements to be satisfied)
 - Any general terms & conditions (e.g. adherence to visa conditions and acceptance of school policies).
 - No contradictions - terms and conditions in the agreement must be consistent with each, and with other provider policies.
 - Where terms of the agreement may be varied by either party, this possibility should be stated. Alternatively, there may be a 'variation only by agreement' clause.
 - Any 'unilateral variation' clauses must be fair i.e. clear; transparent; reasonably necessary to protect provider interests; maintain balance of each parties rights and obligations; not cause detriment to one party at the expense of another.
NB: there is less chance that such a clause will be deemed unfair if the student has a right to terminate the agreement, without penalty, if the change to the agreement disadvantages them.
 - Ensure parents/students have access to those policies that are to be enforced through the signing/acceptance of the agreement.
- Should notify parents/students if policies mentioned in the agreement are subject to change.
Note: where changes are to be significant in nature, it may not be reasonable to impose such changes on existing students.
- Should detail the type of welfare arrangements (e.g. homestay, boarding, living with parent) and, if relevant, the provider's accepted welfare responsibility dates.

- Must itemise course money (tuition and non-tuition) payable for the duration of the course. For more information, refer to the FAQ – *Tuition vs Non-Tuition Fees*.
- While provider's no longer have to communicate tuition fees payable per study period, the written agreement must set out what period of time a payment of tuition fees relates to.
- Ensure that \$ values, fee titles and policy names referred to in the written agreement are consistent with those used in other documents available to overseas students e.g. fee titles and \$ values match the provider's online fee schedule; there are no variations in policy titles.
- Must give fee totals for the duration of the course:
 - Tuition (compulsory)
 - Non-tuition (compulsory)
 - Estimated total course cost
- Should include a statement to indicate that fees are subject to annual review and may therefore change during the course of the student's enrolment.
- Must include a full copy of the refund policy (this cannot be in the form of a link or attachment). For more detail, refer to the FAQ – *Requirements for Refund Policies*.
- Must set out the circumstances under which personal information about the student may be shared (see wording under NCS 3.1d).
- Must include a statement about the parent's obligation to notify the school of a change in address while enrolled.
- Must be signed by the principal (or principal's delegate) and parent/s or legal guardian.
Note: must not be signed by agent, homestay parent or an under 18 student.
- All cross-referencing is accurate.

Reminder: Tuition fees required by the provider before commencement must not be more than 50% of a student's total tuition fee for a course. However, students, or the person responsible for paying the tuition fees, may *choose* to pay more than 50% of their tuition fees before course commencement. Providers must be able to show evidence that students have exercised choice in how much of their tuition fees are paid up front. More information about upfront payments can be found [here](#).

Reminder – ESOS Regulations require that written agreements must be kept for at least two (2) years after a person ceases to be an accepted student.

For questions regarding this advice, please contact the International Quality (Schools) Unit at cricosreg@det.qld.gov.au or via telephone on (07) 3513 6748