

# MARKETING POLICY AND ASSOCIATED PROCEDURES

## PURPOSE OF THE POLICY

This policy and associated procedures have been developed to guide KAA when undertaking marketing and advertising activities. This is to ensure that learners are provided with current, clear, accurate, and accessible information before enrolling in a course.

This policy and associated procedures meet the requirements of Standards 2.1 and 2.2 of the Outcome Standards for RTOs, as well as marketing and advertising requirements in Compliance Requirements, the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standards 1, 2 and 8.

Marketing by education agents is addressed in the Education Agent Policy and Associated Procedures.

## POLICY STATEMENTS

### MARKETING INFORMATION

Information about training/teaching, assessment and support services provided by KAA or any third parties contracted by Kingsford Academy Australia (KAA) enables learners to make informed decisions about enrolling into a course with KAA and that is relevant to their needs and takes into account their existing skills and competencies.

This information is provided prior to commencement and is accessible in both electronic and print form.

Kingsford Academy Australia identifies the information that is needed by VET students prior to enrolment and how that information is communicated.

Information provided by KAA to prospective and current students:

- provides current, clear and accurate information regarding services offered.
- is sufficient to allow students to make an informed choice.
- distinguishes between nationally recognised training and assessment leading to the issuance of AQF certification and any non-accredited training offered (VET courses only).
- includes all the information required under the relevant standards of the Outcome Standards for RTOs and Compliance Requirements, as well as the National Code 2018 as follows:
  - Legal entity and/or trading name and RTO Code or links to this information.
  - CRICOS Registered Name, Registration Number and CRICOS course code/s.
  - The code, title and currency of the Training Product or accredited course (as published on the National Register) or links to this information. A non-current Training Product will only be advertised or marketed while it remains on KAA's scope of registration. Any other outcomes of the course will also be provided (for example, option to apply for a licence). This applies to VET courses only.

- Includes information about any third parties who are recruiting students on behalf of KAA, and their names and contact details.
- Outlines where Kingsford Academy Australia is delivering training and assessment on behalf of another Registered Training Organisation or where training and assessment is being delivered on behalf of a third party and includes names and contact details of such. This applies to VET courses only.
- Outlines any work-based training and associated arrangements a student is required to undertake as part of the course. This applies to VET courses only.
- Outlines entry requirements (including English language proficiency, educational qualifications or work experience) for entry to the course.
- Provides information on course credit (credit transfer and RPL). This applies to VET courses only.
- Includes information on the duration (including holiday breaks), as well as the date of commencement, scheduling, location and mode/s of delivery.
- Includes information on facilities, equipment and other resources available to students.
- Includes information on materials and equipment, including IT equipment, that the student is expected to provide as part of their course.
- Includes information on support services available, including training support services, as well as wellbeing support services.
- Includes information about obtaining a USI.
- Includes details about VET Student Loans, entitlements and subsidies available through government funding or any other financial support arrangements as applicable. This applies to VET courses only.
- Includes links to information on the ESOS framework.
- Outlines any other information relevant to the registered provider, its courses or outcomes associated with those courses.
- Includes all relevant cost information including all tuition and non-tuition fees, payment terms and conditions, and the potential for fees to change over the duration of a course.
- Includes information about withdrawing from a course, including refund policies.
- Outlines the grounds on which a student's enrolment may be deferred, suspended or cancelled.

The Nationally Recognised Training (NRT) logo is used in accordance with the NRT Conditions of Use Policy. This applies to VET courses only.

Kingsford Academy Australia only advertises or markets that a training product it delivers will enable learners to obtain a licensed or regulated outcome where this has been confirmed by the industry regulator in the jurisdiction in which it is being advertised. This applies to VET courses only.

A Marketing Consent form is used to seek consent from any individual or organisation that is referred to in KAA's marketing, promotions and advertising material.

Kingsford Academy Australia or any associated third party will not:

- guarantee that a student will successfully complete a course and will be issued with a qualification or statement of attainment. This applies to VET courses only.
- state that a course can be completed such that it will not meet the requirements of the Standards. This applies to VET courses only.
- guarantee a successful education assessment outcome.
- guarantee any employment outcome arising from the completion of the training product.
- claim to secure any migration outcomes based on completing a course with KAA.
- claim that a student will be eligible for any license or accreditation unless the license outcome is guaranteed by the issuer of the license or accreditation. This applies to VET courses only.
- give any other false or misleading information or advice in relation to itself, its course or outcomes associated with the course.
- knowingly recruit or seek to enrol an international student before they have completed six months of their principal course of study.

Students will be provided with information on the ESOS Framework and links to official Australian Government material in the International Student Handbook.

Kingsford Academy Australia will publish a list of education agents on its website, including names and contact details.

All Course Brochures are developed according to information from KAA's training and assessment strategies. Marketing information will not in any way advise that the training can be completed in any other way than as described in each training and assessment strategy. This applies to VET courses only.

The obligations of KAA including that KAA is responsible for the quality of training and assessment in accordance with the Standards for RTOs and for the issuance of AQF certification documentation are fully described in the Student Handbook. The Handbook also includes information about accommodation and indicative costs of living in Australia.

Kingsford Academy Australia will abide by all marketing, promotion and advertising requirements under the Australian Consumer Law.

## PROCEDURES

### 1. DEVELOP MARKETING MATERIAL

- 1.1 Access this policy when planning marketing materials.
- 1.2 Use information about pre-enrolment information and communication methods to determine the type of marketing materials that need to be developed. See the Quality Assurance Policy and Associated Procedures regarding how this information is collected.
- 1.3 Access the course information from the Training and Assessment Strategy (TAS) for VET courses.

- 1.4 Develop the marketing materials using the relevant template (i.e., the course brochure template).
- 1.5 Review materials developed with the Marketing Checklist, TAS or course curriculum and approved course fees.
- 1.6 Provide the materials for approval.
- 1.7 Upon approval, publish the information (print or website) and file approvals.

## 2. REVIEW MARKETING MATERIAL

- 2.1 Follow the above procedure where there are changes to a course.
- 2.2 Have materials reapproved by the relevant person.

## 3. REVIEW WEBSITE

- 3.1 Upload education agent details to website once agreements are signed.
- 3.2 Complete a check of the website at least every 6 months, or upon a change, for accuracy and completeness according to this policy.
- 3.3 Make changes accordingly.

## 4. DEVELOP MARKETING PLAN

- 4.1 Develop a marketing plan for marketing communications based on business objectives.
- 4.2 Implement and monitor the marketing plan.
- 4.3 Adjust the marketing plan based on effectiveness of marketing strategies or otherwise.

## 5. SEEK MARKETING CONSENT

- 5.1 Seek consent to use details and images for marketing communications using the Marketing Consent Form by providing the form to students at orientation.
- 5.2 File completed marketing consent forms.

## RESPONSIBILITIES

The CEO is responsible for developing the marketing plan and approval of marketing materials.

The Marketing Manager in coordination with IT Manager is responsible for developing and reviewing digital marketing materials and implementing. Marketing Manager is also responsible for monitoring marketing strategies as per the marketing plan.

# EDUCATION AGENT POLICY AND ASSOCIATED PROCEDURES

## PURPOSE OF THE POLICY

This policy and associated procedures have been developed to ensure that KAA has processes in place to ensure that education agents act honestly and in the best interests of overseas students, as well as uphold the reputation of Australia's international education sector.

This policy and associated procedures meet the requirements of Standard 2.1 of the Outcome Standards for RTOs and marketing and advertising requirements in Compliance Requirements, as well as the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 4.

## POLICY STATEMENTS

### OVERVIEW

Kingsford Academy Australia will not accept students from an education agent if it knows or reasonably suspects the education agent to be:

- providing migration advice, unless that education agent is authorised to do so under the Migration Act
- engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)  
facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa, and/or
- using PRISMS to create CoEs for other than bona fide students.

### AGENT AGREEMENTS

All education agents representing KAA must sign and abide by KAA's Education Agent Agreement.

KAA's Education Agent Agreement meets the requirements of the National Code including:

- responsibilities of KAA including that KAA is responsible at all times for compliance with the ESOS Act and National Code 2018
- Kingsford Academy Australia requirements of the agent in representing it including:
  - declaring in writing and taking reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
  - observing appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
  - acting honestly and in good faith, and in the best interests of the student

- having appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics
- KAA's processes for monitoring the activities of the education agent in representing the provider and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services
- the corrective action that may be taken by KAA if the education agent does not comply with its obligations under the written agreement, including providing for corrective action outlined in Standard 4.4
- grounds for termination of KAA's written agreement with the education agent, including providing for termination in the circumstances outlined in Standard 4.5
- the circumstances under which information about the education agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.

## MONITORING AND CORRECTIVE ACTION

Kingsford Academy Australia will monitor all education agents using the monitoring processes described in the agreement.

KAA will take immediate corrective action where KAA becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities as outlined above.

## TERMINATION

Kingsford Academy Australia will immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices, where KAA becomes aware, or has reason to believe that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices.

## PROCEDURES

### 1. PROCESS EDUCATION AGENT APPLICATIONS

- 1.1 Provide an Education Agent Application form to education agent.
- 1.2 On receipt of an application, check that the application form has been completed in full and that any supporting information has been provided.
- 1.3 Send an acknowledgement that the application form has been received within 3 working days of the receipt of the application. Request additional information not provided, as relevant.
- 1.4 Review information included in application form.
- 1.5 Call referees for reports on the agents.

- 1.6 Approve the agent's application where the agent has demonstrated experience and skills, provides services that align with KAA marketing objectives and positive reports from referees are received.
- 1.7 For successful agents, customise the Education Agent Agreement and send to the agent for signing. This must be within 10 working days of receiving the application.
- 1.8 Where the agent is not deemed to be suitable, send an email within 10 working days of receiving the application advising that their application has not been successful and including the reasons why.

## 2. MANAGE EDUCATION AGENTS

- 2.1 Following the signing of the agreement, add the agent details to PRISMS following the *How to manage agent details* in PRISMS information.
- 2.2 Following the signing of the agreement, advise ASQA via ASQAnet and within 30 days of the agreement being entered into or prior to the obligations under the agreement taking effective, whichever occurs first.
- 2.3 Add the agent details to list of agents on website.
- 2.4 File all signed education agent agreements.
- 2.5 Contact the agent to provide an induction, including an overview of KAA's requirements and marketing and recruitment processes.
- 2.6 Provide the education agent with current copies of marketing materials and enrolment forms.

## 3. MONITOR EDUCATION AGENTS

- 3.1 Regularly update education agents with details of new courses and any updated marketing and enrolment materials/processes.
- 3.2 Monitor agents every six months using the Education Agent Monitoring Form.
- 3.3 Where the Education Agent Monitoring Form or feedback from students indicates that the Education Agent may not be meeting the terms of their agreement, immediately investigate the issue.
- 3.4 Where the investigation confirms that the provider has not complied with their responsibilities as per the Education Agent Agreement (except in the case of where the education agent has engaged in false or misleading practices – see the following section), contact the education agent in writing to advise to corrective actions that are required.
- 3.5 Implement relevant corrective actions.
- 3.6 Monitor corrective actions as required to ensure they are implemented.

- 3.7 File all documentation associated with monitoring.

## 4. TERMINATE EDUCATION AGENT AGREEMENTS

- 4.1 Where education agent monitoring or any other intelligence demonstrates that the education agent has engaged in false or misleading practices, immediately send a notice in writing to the agent advising them that their agreement is terminated and giving the reasons why.
- 4.2 Remove the agent details from website.
- 4.3 Remove the agent details from PRISMS following the *How to manage agent details* in PRISMS information.
- 4.4 Advise ASQA via ASQAnet of termination of the agreement and within 30 days of the agreement ending.

## RESPONSIBILITIES

The Marketing Manager is responsible for:

- assessing and approving education agent applications
- managing education agent applications
- monitoring and terminating education agent agreements.