



# OVERSEAS STUDENT ENROLMENT TERMS AND CONDITIONS

## TINTERN GRAMMAR

- 1.1 The course will be primarily delivered at Tintern Grammar, 90 Alexandra Road, Ringwood East, Victoria 3135, Australia. Occasionally the course may involve delivery at offsite locations, such as during educational excursions, from time to time.
- 1.2 The course is solely offered in 'face to face' mode.

### 2. Prerequisites

- 2.1 The Student may be required to demonstrate their English language proficiency by taking a test conducted by the Australian Education Assessment Services (**AEAS**). The Parents will be notified if this applies to the Student.
- 2.2 Depending on the outcome of the AEAS test, the Student may be required to undertake further English language proficiency studies. The requirement for the Student to undertake this further study will be determined at the discretion of the School.
- 2.3 In the event that 2.1 and 2.2 applies, the School will be in contact with AEAS and/or the English Language School, and the Student and Parents/Guardians (hereafter referred to as '**Parents**') authorise the School to receive reports regarding the Student to ensure that the Student has made adequate progress.

### 3. Conditions

#### General

- 3.1 The Parents agree to:
  - (a) abide by all School policies for the duration of enrolment, as provided on the School's website and amended from time to time.
  - (b) disclose any medical or health conditions that may affect studies or Student welfare.
  - (c) promptly notify the School of any change of address while the Student is enrolled at the School.
- 3.2 An offer of enrolment must be accepted within the period prescribed in the letter of offer, and the only method by which the offer can validly be accepted is by returning this signed Enrolment Agreement to the School.
- 3.3 The School will request confirmation of current address and contact details in writing for each Student and Parent at least every six months, and the Parents agree to provide this confirmation to [admissions@tintern.vic.edu.au](mailto:admissions@tintern.vic.edu.au).
- 3.4 Where the School has approved the Student's welfare and accommodation arrangements, any changes to these arrangements will require both the School's and the Parent's written approval.
- 3.5 At all times the School reserves the right to determine which students are offered enrolment to the School.
- 3.6 It is a condition of the acceptance of a place offered by the School that the Parents agree to be bound by the School's Rules, Procedures and Policies as amended from time to time. The School's Rules, Procedures and Policies do not form part of this Agreement.

#### Attendance

- 3.7 After holiday periods it is expected that the Student will return to the School on the dates fixed for resuming unless permission is obtained from their Head of School.
- 3.8 The Student is not permitted to leave the School at the end of term until the published closing date unless permission is first obtained from their Head of School.
- 3.9 It is the responsibility of the Parents to advise the School as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 3.10 The Student will not be able to attend the School for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact, or a medical practitioner has recommended the Student not attend.

- 3.11 The Parents will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the student may develop holistically.
- 3.12 The Student must attend the School on the dates and between the hours advised by the School. In addition, the Student must attend and participate in all co-curricular activities including sporting training and matches, camps, excursions, music rehearsal and performances, inter-school activities and public and community events, which may be held on the weekend or before or after normal school hours.

#### Health and medical treatment

- 3.13 The School will notify the Parents of any injury or illness the Student may suffer at the School, which warrants staff intervention or a visit to the School sick bay.
- 3.14 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Parents or Homestay Provider will notify the School and provide any relevant medical information or reports in a timely manner. The School reserves the right to assess and determine its ability to provide ongoing education to a student, and reserves the right to require the Parents to provide the School with information as requested, or to require the Parents to withdraw the Student for a period of time reasonably required to undergo medical treatment.
- 3.15 In the event the Student is involved in a medical emergency and the Parents or nominated contact person cannot be reached, the School can take action and incur expenditure as it considers necessary in the best interests of the Student. The Parents will indemnify the School for the cost of any such treatment or action taken.
- 3.16 The Student is permitted to access the School's specialists including the School nurse, psychologist and counsellor. The Parents consent to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations).

#### Discipline

- 3.17 The School reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff, or actual or potential damage to the reputation or property of the School.
- 3.18 Disciplinary action may be taken against the Student (which may include suspension, detention and expulsion from the School) if in the opinion of the Principal the Student is found to have breached the School's Rules, Procedures and Policies or is found to have engaged in behaviour detrimental to the School, its staff or students.
- 3.19 If the Principal suspends the Student, the Parents shall be notified to that effect and the period for which the suspension shall operate.
- 3.20 The Parents are expected to support the aims, objectives, ethos, rules, policies and discipline of the School. Disciplinary action may be implemented against the Student and/or Parents if in the opinion of the Principal the Parents is found to have breached the Parent Code of Conduct. Disciplinary action may include, but is not limited to, detention, suspension or termination of enrolment.
- 3.21 The School reserves the right to impose any other disciplinary action that the School deems appropriate, or to expel or suspend any student from the School on the grounds of unsatisfactory conduct or performance, failure to obey the Rules, Discipline Procedures and Policies of the School, or for other reasons.

## Communication and privacy

3.22 From time to time the School may wish to include photographs and/or audio/visual recordings of the Student captured with or without their name in print and online for distribution within the School community. The Parents consent to such use and disclosure of the Student's photographs and/or audio/visual recordings unless such consent is expressly withdrawn via written notification to the School.

3.23 In the event that the Parents are not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the School.

## 4. Fees

### Tuition and non-tuition fees

4.1 Tuition fees include charges associated with the provision of academic, co-curricular and pastoral programs offered by the School.

4.2 A proportion of funds raised or fees collected on behalf of the School may be applied to the conduct of the School's Early Learning Centre.

### Total

4.3 In addition to tuition fees, there are a number of additional non-tuition fees that may be incurred. These may include, but are not limited to, the activities and estimated amounts as follows:

Application fee

Enrolment fee

Home Stay fees

Overseas Student Health Cover

School Uniforms

IB

Books, stationery, etc

Excursion travel costs, Camps

School magazine

Student record book

Library identity card

Literacy and numeracy tests

Course outline books

School photographs

First Aid

Other course related fees

### TOTAL

### Options for payment of fees

4.4 The School offers the following options for payment of Fees:

(a) A discount of 3% on annual Tuition Fees only if payment is received by 31 December of each preceding school year;

4.5 The Parents are not required to pay more than 50 per cent of their tuition fees before the Student starts the course. However, the Parents may choose to pay more than 50 per cent of the tuition fees before the Student starts the course if they wish.

### Payment terms

4.6 Fees are payable in accordance with the terms set out in this Agreement.

4.7 By signing this Agreement, the Parents agree to be jointly and severally liable for all Fees and other payments that may arise from time to time. Any requests to vary this joint and several liability must be provided in writing by the Parents to the School and any decisions made to vary the liability will be at the sole discretion of the Business Manager.

4.8 Tuition Fees are due and payable one semester in advance, and within six weeks from the date of issue of the account statement.

4.9 Non Tuition Fees will be invoiced when Tuition Fees are invoiced and are payable within fourteen days from the date of issue of the account statement.

4.10 Parents are responsible for keeping receipts of any payments of tuition and non-tuition fees.

4.11 Statements for tuition and non-tuition fees (together, **the Fees**) are emailed twice yearly to the Parents nominated email address. Parents are responsible for advising the School of any changes to the nominated email address.

4.12 Parents must return this executed Agreement prior to paying any Fees. The School will not accept any Fees prior to receipt of this executed Agreement.

4.13 All Fees must be paid in Australian dollars.

4.14 Any overdue accounts may result in late fees, suspension of enrolment, the exclusion of the Student from certain activities, the permanent exclusion from the School and recovery via legal action, which may involve both payment of the unpaid Fees and charges and costs of recovery being charged to the Parents.

4.15 Any bank charges or fees relating to bank transfer is payable by the Parent.

4.16 Parents experiencing difficulties in paying their account should contact the Business Manager to discuss their situation and make alternative payment arrangements before the due date for payment.

4.17 Parents intending to remove the Student must provide the School with written notice of their intention to do so one full School term in advance. Failure to do so will result in the Parents being charged one term's Tuition Fees in lieu.

4.18 In the event that the Student is withdrawn part way through a term, no adjustment will be made for the Tuition Fees paid for that term.

4.19 Refunds of Fees are subject to clause 5 of this Agreement and Australian legislation.

4.20 The Student will not be permitted to enter a new term while any part of the Tuition Fees or Non-Tuition Fees or charges for the previous billing period remain unpaid, unless approved by the Business Manager.

### Payment details

4.21 Payment of accounts must be made by depositing the fees into the following bank account:

<b>Bank</b>	Westpac Banking Corporation
<b>Address</b>	Main Street, Croydon, Victoria, 3136 Australia
<b>Account Name</b>	Tintern Grammar
<b>BSB Number</b>	033 044
<b>Account Number</b>	121 876
<b>Swift Code</b>	WPACAU2S

4.22 The Student ID number as per this agreement must be used by the bank as the reference on payment.

## 5. Refund policy

### Provider default

5.1 The School is considered to have defaulted in the following circumstances:

- (a) the School fails to commence the course to the Student at the School on the agreed starting date; or
- (b) the course ceases to be provided to the Student at the School at any time after it starts but before it is completed.

5.2 If a school default event occurs under clause 5.1, the School will provide a refund to the Parents.

5.3 Refunds in accordance with clause 5.1 will be made within 14 days of the default day.

### Student default

5.4 The Student is considered to have defaulted in the following circumstances:

- (a) the course starts at the School on the agreed starting day, but the Student does not start the course on that day (and has not previously withdrawn); or
- (b) the Student withdraws from the course at the School (either before or after the agreed starting day) without commencing at the School; or

- (c) the School refuses to provide, or continue providing, the course to the Student at the location because of one or more of the following events:
    - (i) the Parents failed to pay an amount they were liable to pay the School, directly or indirectly, in order for the Student to undertake the course; or
    - (ii) the Student breached a condition of his or her student visa; or
    - (iii) misbehavior by the Student; or
  - (d) the course ceases to be provided to the Student at the School at any time after it starts but before it is completed.
- 5.5 If a student default event occurs under clause 5.4, the School will provide a pro rata refund to the Parents.
- 5.6 Refunds in accordance with clause 5.4 will be made within four weeks of the default day.
- 5.7 The School is not required to provide a refund if the Student was refused a student visa and the reason for refusal was one of the following reasons caused by the Student:
- (a) the Student failed to start the course at the School on the agreed starting date; or
  - (b) the Student withdrew from the course at the School; or
  - (c) the Parents failed to pay an amount he or she was liable to pay to the School in order to undertake the course.

#### *Discretionary refunds*

- 5.8 The School may, in its absolute and sole discretion, consider providing a pro rata refund to the Parents in the following circumstances:
- (a) Where the student suffers an illness which, in the opinion of the Principal, dictates that the student would be best cared for by returning to his/her home country and family;
  - (b) Where the student leaves the school due to unresolved social problems or grievances;
  - (c) Upon the death of a parent or member of immediate family;
  - (d) In the event of civil unrest or war in the student's home country, and where the need consequently exists for the student to return home; or
  - (e) Any other circumstances, which may arise and which, in the opinion of the Principal, are beyond the reasonable influence of the student or parties acting for the student.
- 5.9 Approval for refund on any of the grounds in clause 5.8 is at the sole discretion of the Principal.

#### *General*

- 5.10 Parents should contact the School at [businessmanager@tintern.vic.edu.au](mailto:businessmanager@tintern.vic.edu.au) with a written explanation of their reasons when requesting a refund.
- 5.11 Refunds will be paid to the Parents of the Student, and the Parents are considered the specified person in accordance with the *Education Services for Overseas Students Act 2000* (Cth) (**ESOS Act**).
- 5.12 Refunds will be reimbursed in Australian dollars and the payment sent to the Parent's home country unless otherwise requested in writing

#### **6. Tuition Protection Service**

- 6.1 In the event that the School is unable to deliver the course of study to the Student, the School will take reasonable steps to assist the Student to complete their course requirements with another education provider.
- 6.2 If the School is unable to deliver course stated in clause 1.1 that a Student has paid for and the School does not meet their obligations to either:
- (a) offer an alternative course that the Student accepts; or
  - (b) pay a refund of the Students unspent paid tuition fees the Tuition Protection Service (**TPS**) applies.
- 6.3 The TPS will provide assistance to the Student by:
- (a) helping the Student complete their studies in another course or with another education provider; or
  - (b) providing the Student with a refund of their unspent paid tuition fees.

- 6.4 If the School stops providing or does not start providing the course as agreed with the Student, the Student must follow the TPS process. This process to find another course provider is summarised as follows:
- (a) The TPS will contact the Student and create an account for the Student.
  - (b) The Student will register with TPS and provide proof of identity.
  - (c) The TPS online system will assist the Student to find alternative options for completing their study in Australia.
  - (d) The Student will accept the alternative offer and commence study.
  - (e) The TPS will then transfer any unspent pre-paid tuition fees to the new provider.
- 6.5 If there are no suitable alternative courses or offers, the Student may apply for a refund of the amount of any unspent pre-paid tuition fees paid to the School.

#### **7. Privacy**

- 7.1 The collection, use, storage and disclosure of information about individuals by the School is in accordance with the School's Privacy Policy and our obligations under the Privacy Act 1988 (Cth).
- 7.2 Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education to Overseas Students 2018 (**the National Code**) to ensure Students comply with the conditions of their visas and their obligations under Australian immigration laws generally.
- 7.3 The authority to collect this information is contained in the ESOS Act, the Education Services for Overseas Students Regulations 2001 and the National Code. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme.

#### **8. Complaints and appeals processes**

- 8.1 The School is aware that overseas students may encounter certain problems and difficulties during their period of enrolment at the School. This process is designed to assist the Student with the resolution of any complaint.
- 8.2 In brief, should a concern arise, the Student, Parents, homestay family, or staff member would initially make contact with the Overseas Student Coordinator who, in consultation with the Vice Principal, will consider whether mediation is appropriate. This would generally involve all relevant parties, including the Student's guardian, in order to achieve an acceptable outcome to the complaint.
- 8.3 If mediation is not appropriate or does not achieve an acceptable outcome for the Student, the School may assist by arranging a facilitated discussion with an external provider in order to resolve the matter. Possible bodies with whom such arrangements might be made include the Association of Independent Schools, the Victorian Association of School Counsellors, a private conciliator, dispute resolution counsellor or a nominee of the Student.

#### *Internal student complaints and appeals*

- 8.4 The Student, the homestay family, the overseas student's support person or a member of staff at the School may make a complaint to the Overseas Student Coordinator or member of staff of the School either verbally or by email. Any complaint will be brought to the attention of the Head of School and begin being assessed within 10 working days of it being lodged.
- 8.5 The School will recognise receipt of the complaint and commence an assessment of the complaint within 10 working days of it being made and will finalise the outcome as soon as practicable.
- 8.6 The Head of School will meet with the Vice Principal in order to assess the complaint and determine the best way of resolving the complaint. Grievances brought by student against another student will be dealt with under the School's Code of Conduct.
- 8.7 The complaint will be assessed in a professional, fair and transparent manner.

- 8.8 The Student's support person and Parents will be informed of the complaint and can participate in the resolution of the complaint if the Student wishes to be accompanied by a support person
- 8.9 Where appropriate, mediation will occur, with the formality of the process dependent on the nature of the complaint. This allows the parties to explain the nature of the complaint.
- 8.10 In mediation, the parties will then be brought together in a more formal setting in an effort to come to an agreeable resolution. The Vice Principal will generally conduct the mediation. Each party will be able to have their own say. The Student may be accompanied and/or assisted by a support person if necessary.
- 8.11 The School will provide a written statement of the outcome to the Student, including details and reasons for the decision. It will also ensure that the processes must be completed within as soon as practicable.
- 8.12 The School will also keep a written record of complaints or appeals on the Student's file, including a statement of the outcome and reasons for the outcome.
- 8.13 If a successful resolution has not been achieved, then it may be necessary for the matter to go before the Principal for settlement. If a positive resolution is then reached, the School will implement the decision and any corrective and preventative action required. Regular monitoring of the situation by the Deputy Principal would take place to ensure the problem does not occur again. It may be that alternative arrangements would be to ensure the satisfaction of all parties concerned.

#### *External student complaints and appeals*

- 8.14 If a successful resolution is not achieved and the overseas student would like access to an external counselor or other independent body, the School will provide the Student with contact details to access an external appeals process within 10 working days of their right to appeal. The external appeals process can be accessed for minimal or no cost.

- 8.15 The providers available are:

Overseas Students Ombudsman  
 GPO Box 442 Canberra ACT 2601  
 Phone: 1300 362 072 (within Australia)  
 Phone: +61 2 6276 0111 (outside Australia)  
 Fax: +61 2 6276 0123  
 Email: ombudsman@ombudsman.gov.au  
 Web: www.oso.gov.au

Department of Justice  
 Dispute Settlement Centre of Victoria  
 Level 4, 456 Lonsdale Street Melbourne VIC 3000  
 Phone: 1800 658 528 (within Australia)  
 Phone: +61 3 9603 8370 (outside Australian)  
 Fax: +61 3 9603 8355  
 Email: dscv@justice.vic.gov.au  
 Web: www.justice.vic.gov.au/disputes

- 8.16 In most cases, the purpose of the external appeals process is to consider whether the School has followed its policies and procedures, rather than make a decision in place of the School.

#### *General*

- 8.17 Until the complaints and appeals process is completed, the School will maintain the enrolment of the Student. This means the School will not notify the Department of Home Affairs (**DOHA**) of any change to the Student's enrolment status through the Provider Registration and Overseas Student Management System (**PRISMS**). However, depending on the nature of the claim, the Student may not be allowed to attend classes during this time.

- 8.18 If an appeal is made against the School's decision to report the Student for unsatisfactory results or attendance, the school will maintain the student's enrolment until the external complaints process is complete.
- 8.19 If an appeal is made against the School's decision to defer or suspend a Student's enrolment due to misbehavior or to cancel a student's enrolment, the School will await the outcome of the external appeals process before notifying DOHA through PRISMS of a change in the Student's enrolment.
- 8.20 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.

#### **9. Welfare and accommodation requirements**

- 9.1 Unless the Student is living with a parent of a DOHA approved Guardian, the Student (regardless of age) must reside in homestay arrangement during their entire enrolment period as approved by the School.
- 9.2 Students for the duration of their enrolment at Tintern are required to maintain adequate welfare and accommodation requirements as a condition of their student visa.
- 9.3 The Student should not arrive in Australia before the approved start date, and if under 18 years of age before completing the enrolled course, should not remain in Australia without prior approval after the approved finish date.
- 9.4 The Parents of the Student, while the Student is residing in Australia and studying with the School, must notify the School of the contact details of both the Parents including:
- current residential address;
  - mobile number;
  - email address;
  - who to contact in emergency situations; and
  - any changes to the details provided in this clause, within 7 days of the change.

#### **10. Declaration**

- 10.1 All Parents and/or legal guardians of the Student are required to read and sign the Overseas Enrolment Agreement. It is the responsibility of the Parents to keep a copy of this Enrolment Agreement.
- 10.2 The Parents confirm they have received and understood information from the School regarding the enrolment of the Student, including:
- the course in which the Student is to be enrolled.
  - conditions on enrolment in the course.
  - tuition and non-tuition fees.
  - the sharing of personal information.
  - change of address obligations.
  - grounds on which my enrolment may be deferred, suspended or cancelled in accordance with the Deferment, Suspension and Cancellation Policy.
- 10.3 The Parents declare that the information supplied by them is true and correct.
- 10.4 The Parents agree to be bound by all terms and conditions as contained in the Agreement.