



# OVERSEAS TERMS AND CONDITIONS OF ENROLMENT

## 1. COURSE REQUIREMENTS

- (a) The course to be provided to the Student is detailed as follows:  
 PROVIDER Tintern Grammar  
 CRICOS NUMBER 00348E
- (b) The course will be primarily delivered at Tintern Grammar, 90 Alexandra Road, Ringwood East, Victoria 3135, Australia (**Tintern**). Occasionally the course may involve delivery at offsite locations, such as during educational excursions, from time to time.
- (c) The course is solely offered in 'face to face' mode.

## 2. PREREQUISITES

- (a) The Student may be required to demonstrate their English language proficiency by taking a test conducted by the Australian Education Assessment Services (**AEAS**) or the International Diagnostic Admissions Test (**iDAT**). The Parents will be notified if this applies to the Student.
- (b) Depending on the outcome of the AEAS or iDAT 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 Tintern.
- (c) In the event that 2(a) and 2(b) applies, Tintern will be in contact with AEAS, iDAT and/or the English Language School, and the student and Parents/ Guardians (hereafter referred to as 'Parents') authorise Tintern to receive reports regarding the Student to ensure that the Student has made adequate progress.
- (d) Students must be a minimum of 15 years of age to be enrolled in homestay accommodation.

## 3. CONDITIONS

### General

- (a) The Parents agree to:
- Abide by all Tintern policies for the duration of enrolment, as provided on Tintern's website and amended from time to time.
  - Disclose any medical or health conditions that may affect studies or Student welfare
  - Promptly notify Tintern of any change of address while the Student is enrolled at Tintern
- (b) 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 Tintern. Students accepting enrolment must hold a valid visa for the duration of their enrolment at Tintern, allowing the student to both remain, and be educated in Australia.
- (c) Tintern will request confirmation of current address and contact details in writing for each Student and Parent on a regular basis, and the Parents agree to provide this confirmation to [admissions@tintern.vic.edu.au](mailto:admissions@tintern.vic.edu.au)

### Attendance

- (d) After school holiday periods it is expected that the Student will return to Tintern on the dates fixed for resuming unless permission is obtained from their Head of School.
- (e) The Student is not permitted to leave Tintern at the end of the term until the published closing date unless permission is first obtained from their Head of School.
- (f) It is the responsibility of the Parents to advise Tintern as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- (g) The Student will not be able to attend Tintern 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.
- (h) 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.
- (i) The Student must attend Tintern on the dates and between the hours advised by Tintern. 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

- (j) Tintern will notify the Parents of any injury or illness the Student may suffer at Tintern, which warrants staff intervention or a visit to Tintern sick bay.
- (k) 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 Tintern and provide any relevant medical information or reports in a timely manner. Tintern 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 Tintern with information as requested, or to require the Parents to withdraw the Student for a period of time reasonably required to undergo medical treatment.
- (l) In the event the Student is involved in a medical emergency and the Parents or nominated contact person cannot be reached, Tintern can take action and incur expenditure as it considers necessary in the best interests of the Student. The Parents will indemnify Tintern for the cost of any such treatment.
- (m) The Student is permitted to access Tintern's specialists including Tintern 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

- (n) Tintern 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 Tintern.
- (o) Disciplinary action may be taken against the Student (which may include suspension, detention and expulsion from Tintern) if in the opinion of the Principal the Student is found to have breached Tintern's Rules, Procedures and Policies or is found to have engaged in behaviour detrimental to the School, its staff or students.
- (p) If the Principal suspends the Student, the Parents shall be notified to that effect and the period for which the suspension shall operate.
- (q) The Parents are expected to support the aims, objectives, ethos, rules, policies and discipline of Tintern. 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.
- (r) Tintern reserves the right to impose any other disciplinary action that Tintern deems appropriate, or to expel or suspend any student from Tintern on the grounds of unsatisfactory conduct or performance, failure to obey the Rules, Discipline Procedures and Policies of Tintern, or for other reasons.

## 4. FEES

### Tuition and non-tuition fees

- (a) Tuition fees include charges associated with the provision of academic, co-curricular and pastoral programs offered by Tintern. The Schedule of Fees can be found on the School's website.
- (b) 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               | \$150                          |
| Enrolment fee                 | \$500                          |
| Home Stay fees                | \$350 per week (approximately) |
| Overseas Student Health Cover | \$100 (approximately)          |
| School Uniforms               | \$1,500                        |
| Books, stationery, etc.       | \$1,000                        |
| Excursion travel costs, Camps | \$1,055                        |
| School magazine               | \$1,632 (Fixed Charge)         |

Student record book	Included in Fixed Charge above
Library identity card	Included in Fixed Charge above
Literacy and numeracy	Included in Fixed Charge above
Tests Course outline books	Included in Fixed Charge above
School photographs	Included in Fixed Charge above
First Aid	N/A
Other course related fees	N/A

#### Options for payment of fees

Tintern offers the following options for payment of Fees:

- (c) A discount of 2.5% on annual Tuition Fees only if payment is received by 31 December of each preceding school year;
- (d) 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

- (e) Fees are payable in accordance with the terms set out in this Agreement.
- (f) 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 Tintern and any decisions made to vary the liability will be at the sole discretion of the Business Manager.
- (g) Tuition Fees are due and payable one semester in advance, and within six weeks from the date of issue of the account statement.
- (h) 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.
- (i) Parents are responsible for keeping receipts of any payments of tuition and non-tuition fees.
- (j) 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 Tintern of any changes to the nominated email address.
- (k) Parents must return this executed Agreement prior to paying any Fees. Tintern will not accept any Fees prior to receipt of this executed Agreement.
- (l) All Fees must be paid in Australian dollars.
- (m) 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.
- (n) Any bank charges or fees relating to bank transfer is payable by the Parent.
- (o) 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.
- (p) Parents intending to remove the Student must provide Tintern 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.
- (q) 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.
- (r) Refunds of Fees are subject to clause 5 of this Agreement and Australian legislation.
- (s) 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.
- (t) Any absence of the Student from Tintern for any part of a Study Period, whether due to illness, suspension, extended vacation, withdrawal or termination of enrolment, or any other reason, will not entitle the Applicant to a refund or a reduction in fees for that Study Period. Any adjustment to fees for a Study Period is at the discretion of the Business Office.
- (u) 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.

#### Payment details

- (v) 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>	033044
<b>Account Number</b>	121876
<b>Swift Code</b>	WPACAU2S

- (w) The Student ID number as per this agreement must be used by the bank as the reference on payment.

#### 5. REFUND POLICY

##### Provider default

- (a) Tintern is considered to have defaulted in the following circumstances:
  - (i) Tintern fails to commence the course to the Student at Tintern on the agreed starting date; or
  - (ii) the course ceases to be provided to the Student at Tintern at any time after it starts but before it is completed.
- (b) If a school default event occurs under clause 5(a), Tintern will provide a refund to the Parents.
- (c) Refunds in accordance with clause 5(a) will be made within 14 days of the default day.

##### Student default

- (d) The Student is considered to have defaulted in the following circumstances:
  - (i) the course starts at Tintern on the agreed starting day, but the Student does not start the course on that day (and has not previously withdrawn); or
  - (ii) the Student withdraws from the course at Tintern (either before or after the agreed starting day) without commencing at Tintern; or
  - (iii) Tintern refuses to provide, or continue providing, the course to the Student at the location because of one or more of the following events:
    - (A) the Parents failed to pay an amount they were liable to pay Tintern, directly or indirectly, in order for the Student to undertake the course; or
    - (B) the Student breached a condition of his or her student visa; or
    - (C) misbehaviour by the Student; or
  - (iv) the course ceases to be provided to the Student at Tintern at any time after it starts but before it is completed.
- (e) If a student default event occurs under clause 5(d), Tintern will provide a pro rata refund to the Parents.
- (f) Refunds in accordance with clause 5(d) will be made within four weeks of the default day.
- (g) Tintern 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:
  - (i) the Student failed to start the course at Tintern on the agreed starting date; or
  - (ii) the Student withdrew from the course at Tintern; or
  - (iii) the Parents failed to pay an amount he or she was liable to pay to Tintern in order to undertake the course.

##### Discretionary refunds

- (h) Tintern may, in its absolute and sole discretion, consider providing a pro rata refund to the Parents in the following circumstances:
  - (i) 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;
  - (ii) Where the student leaves Tintern due to unresolved social problems or grievances;
  - (iii) Upon the death of a parent or member of immediate family;
  - (iv) 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
  - (v) 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.
- (i) Approval for refund on any of the grounds in clause 5(h) is at the sole discretion of the Principal.

## General

- (j) Parents should contact Tintern at [businessmanager@tintern.vic.edu.au](mailto:businessmanager@tintern.vic.edu.au) with a written explanation of their reasons when requesting a refund.
- (k) 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**).
- (l) 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

- (a) In the event that Tintern is unable to deliver the course of study to the Student, Tintern will take reasonable steps to assist the Student to complete their course requirements with another education provider.
- (b) If Tintern is unable to deliver the course stated in clause 1(a) that a Student has paid for and Tintern does not meet their obligations to either:
  - (i) offer an alternative course that the Student accepts; or
  - (ii) pay a refund of the Students unspent paid tuition fees the Tuition Protection Service (**TPS**) applies.
- (c) The TPS will provide assistance to the Student by:
  - (i) helping the Student complete their studies in another course or with another education provider; or
  - (ii) providing the Student with a refund of their unspent paid tuition fees.
- (d) If Tintern 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:
  - (i) The TPS will contact the Student and create an account for the Student.
  - (ii) The Student will register with TPS and provide proof of identity.
  - (iii) The TPS online system will assist the Student to find alternative options for completing their study in Australia.
  - (iv) The Student will accept the alternative offer and commence study.
  - (v) The TPS will then transfer any unspent pre-paid tuition fees to the new provider.
- (e) 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 Tintern.

## 7. PRIVACY

- (f) The collection, use, storage and disclosure of information about individuals by Tintern is in accordance with Tintern's Privacy Policy and our obligations under the *Privacy Act 1988* (Cth).
- (g) 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.
- (h) 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.
- (i) From time to time Tintern 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 Tintern 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 Tintern.
- (j) 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 Tintern.

## 8. COMPLAINTS AND APPEALS PROCESSES

- (a) Tintern is aware that overseas students may encounter certain problems and difficulties during their period of enrolment at Tintern. This process is designed to assist the Student with the resolution of any complaint.

- (b) 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.
- (c) If mediation is not appropriate or does not achieve an acceptable outcome for the Student, Tintern 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

- (d) The Student, the homestay family, the overseas student's support person or a member of staff at Tintern may make a complaint to the Overseas Student Coordinator or member of staff of Tintern 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.
- (e) Tintern 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.
- (f) 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 Tintern's Code of Conduct.
- (g) The complaint will be assessed in a professional, fair and transparent manner.
- (h) 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
- (i) 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.
- (j) 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.
- (k) Tintern 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.
- (l) Tintern 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.
- (m) 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, Tintern 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

- (n) If a successful resolution is not achieved and the overseas student would like access to an external counsellor or other independent body, Tintern 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.
- (o) 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](mailto:ombudsman@ombudsman.gov.au)
  - Web: [www.oso.gov.au](http://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

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

### General

- (q) Until the complaints and appeals process is completed, Tintern will maintain the enrolment of the Student. This means Tintern 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.
- (r) If an appeal is made against Tintern's decision to report the Student for unsatisfactory results or attendance, Tintern will maintain the student's enrolment until the external complaints process is complete.
- (s) If an appeal is made against Tintern's decision to defer or suspend a Student's enrolment due to misbehaviour or to cancel a student's enrolment, Tintern will await the outcome of the external appeals process before notifying DOHA through PRISMS of a change in the Student's enrolment.
- (t) 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

- (a) 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 Tintern.
- (b) Students under the age of 18 are required to maintain adequate welfare and accommodation requirements as a condition of their student visa.
- (c) 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.
- (d) Notwithstanding clause 9(c), the Student may be required to enter Australia prior to the start date specified in this Agreement to undertake preparatory study, such as an English language course. In this case, the English language school must issue the Student with a CAAW letter and will take responsibility of the Student's accommodation, welfare and support during this period and up until the start date specified on this Agreement, at which point Tintern will assume responsibility for the Student's accommodation, welfare and support. Tintern will accept no responsibility for the Student prior to the start date specified on this Agreement.

- (e) The Parents of the Student, while the Student is residing in Australia and studying with Tintern, must notify Tintern 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. INDEMNITY AND CONSENT

- (a) The Parents consent to Tintern arranging first aid and medical treatment in the event of an emergency for the Student and indemnifies Tintern for the cost of any such treatment.
- (b) The Parents agree:
- that Tintern is not liable for any loss or damage to property of the Applicant or the Student including musical instruments, sporting equipment, electronic devices and clothing, caused by the Student, by other students or by third parties other than School.
  - to indemnify Tintern for any loss or damage to School property arising from the use or possession of such property by the Student.
  - to Tintern using the Parent's personal information and the Student's personal information for the purposes of receiving marketing communication or philanthropic support for Tintern, by mail or email. You may at any time opt out of any of the above marketing communication either by clicking the opt out on the marketing communication or by advising [insert] via email that you wish to opt out from this marketing communication. There is no charge or penalty for opting out from any marketing communication.
- (c) Occasionally Tintern may wish to include photographs and/or audio/visual of the Student in print and online for distribution within Tintern community (photographs may be captioned with names) or outside Tintern community (photographs would not be captioned with names). The Applicant consents to such use and disclosure of the Student's personal information unless such consent is expressly withdrawn.

### 11. DEFINITIONS

**"Parents"** means the person/s named in this Agreement, being the parents and/or guardians of the Student and if more than one, each of them jointly and severally.

**"Agreement"** means this agreement by which the Parents agree to be bound.

**"Fees"** mean compulsory Tuition and Non-Tuition Fees set out in this Agreement and by Tintern. Further additional charges may be incurred based on student curricular and non-curricular involvement and subject to separate approval.

**"Principal"** means the Principal of Tintern, or the Principal's delegate.

**"School"** means Tintern Grammar.

**"Website"** means www.tintern.vic.edu.au.

**"Study Period"** means the equivalent to a School Term, with a variable duration of 8 – 11 weeks.

### ADMISSIONS OFFICE

T +61 3 9845 7878 E admissions@tintern.vic.edu.au

### ADDRESS

Tintern Grammar  
90 Alexandra Road, Ringwood East, Victoria 3135

### FINANCE

Please contact the Finance Office with any enquiries about fee payment.

### Business Manager

T +61 3 9845 7846 E businessmanager@tintern.vic.edu.au

### Accounts Officer

T +61 3 9845 7814 E accounts@tintern.vic.edu.au