



ADDENDUM TO CONDITIONS OF ENTRY OVERSEAS STUDENTS

1. CONDITIONS OF ENTRY AND BUSINESS NOTICES

- 1.1 This Addendum deals with matters specific to overseas students, (who are students who do not hold an Australian passport or an Australian Permanent or Temporary Residency Visa or a Certificate of Australian Citizenship), and must be read together with the Conditions of Entry and any Business Notices issued by the School.
- 1.2 Unless clearly stated to the contrary in the Conditions of Entry and/or any Business Notice, in the event of any inconsistency between this Addendum, the Conditions of Entry and/or any Business Notice, the terms of this Addendum shall prevail.

2. DEFINITIONS

- 2.1 In addition to clause 19 of the Conditions of Entry, in this Addendum terms and words have the following meanings:
 - 2.1.1 'DE' means the Department of Education;
 - 2.1.2 'CAAW Letter' means Confirmation of Appropriate Accommodation and Welfare Letter;
 - 2.1.3 'CoE' means Confirmation of Enrolment Letter issued by the School to satisfy student visa obligations;
 - 2.1.4 'Course Money' has the meaning given to it in clause 3;
 - 2.1.5 'DHA' means the Department of Home Affairs;
 - 2.1.6 'ESOS Act' means the Education Services for Overseas Students Act 2000 (Cth) as amended;
 - 2.1.7 'ESOS Regulations' means the Education Services for Overseas Students Regulations 2001 (Cth) as amended;
 - 2.1.8 'Homestay Provider' means any homestay provider approved by the School pursuant to clause 8 of this Addendum;
 - 2.1.9 'law' means a law of the Commonwealth of Australia or of Victoria;
 - 2.1.10 'Migration Regulations' means the Migration Regulations 1994 as amended;
 - 2.1.11 'National Code', means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 as amended;

- 2.1.12 'OSTF' means Overseas Students Tuition Fund;
- 2.1.13 'Parents' means and includes the natural and/or adoptive parents of the student and/or the guardian or guardians of the student whether appointed guardians by order of any court or otherwise and, where relevant, includes a person or persons who have agreed to be responsible for payment of fees and sundry charges;
- 2.1.14 'School' means Geelong Grammar School and includes the Principal, the Council of the School and any employee of the School;
- 2.1.15 'Suitable Nominated Relative' means the relative nominated by the parents to DHA to take responsibility for the student's accommodation support and general welfare for the purposes of the Migration Regulations and student visa conditions (including grandparents, aunt, uncle or sibling over 21 years old);
- 2.1.16 'TPS' means Tuition Protection Services; and
- 2.1.17 'TPS Director' means the director of Tuition Protection Services.

3. COURSE MONEY

The parents must pay the following Course Money to the School:

- 3.1 the application and enrolment fees specified in the Business Notices;
- 3.2 if applicable, any overseas student health cover;
- 3.3 any other fees and expenses charged by the School in accordance with the Conditions of Entry; and
- 3.4 to the extent such fees and expenses are currently known to the School, the term fees and expenses listed in the Fee Schedule to this Addendum.

4. REFUND POLICY – SCHOOL DEFAULT

- 4.1 If the School is unable to provide a course in full to the student after enrolment for any reason which is the fault of the School, the parents will be offered a full refund of all Course Money then paid to date in respect of that course, including the application and enrolment fees specified in the Business Notices.
- 4.2 The School may also offer the student enrolment in an alternative course at no additional cost to the parents, in which case the parents may choose whether they would prefer a refund of Course Money



or to accept a place for the student in another course.

- 4.3 If the parents require a refund of Course Money, the School will pay the refund to the parents within two (2) weeks of the day on which the course ceases to be provided by the School. Any claim for a refund by the parents should be made in writing and addressed to the School's Director of Finance and Operations.
- 4.4 If the parents prefer the student to be placed in another course, the parents must provide the School with written confirmation of acceptance of the alternative course.
- 4.5 If the School is unable to provide a refund or a place in a suitable alternative course, the TPS Director will seek to place the student in a suitable alternative course. If this is not possible, the parents may be eligible for a refund as calculated by the TPS Director via OSTF.

5. REFUND POLICY – STUDENT DEFAULT

- 5.1 Subject to clauses 4.4 and 12.2 of this Addendum, where the School is unable to provide, or continue to provide, a course to the student for any reason which is the fault of the student:
 - 5.1.1 the application and enrolment fees specified in the Business Notices effective January 2019 (as amended from time to time) will not be refunded to the parents; and
 - 5.1.2 clauses 4, 5, 8.7 and 8.8 of the Conditions of Entry and clauses 1 and 2 of the Business Notices effective 1 January 2019 (as amended from time to time) shall apply as applicable to determine if any refund of fees and expenses will be paid by the School to the parents.
- 5.2 For the purposes of clause 5.1, if the School is unable to provide, or continue to provide a course to the student where the student has breached a condition of the student's visa, then clauses 8.7 and 8.8 of the Conditions of Entry will apply and no Course Money will be refunded by the School to the parents.
- 5.3 Any claim for a refund by the parents should be made in writing and addressed to the School's Director of Finance and Operations.
- 5.4 Where the student has been refused a student visa due to:
 - 5.4.1 the student's failure to take up a place on the agreed starting day;
 - 5.4.2 the student's withdrawal from the School; and/or
 - 5.4.3 the parents' failure to pay any fee or expense required by the School for the student to undertake their course; and GGS is unable to provide, or continue to provide a course to the student, the School will calculate any refund of fees and expenses to be paid to the

student in accordance with Section 47E of the ESOS Act or its equivalent.

6. STUDENT'S ACCOMMODATION, SUPPORT AND GENERAL WELFARE

- 6.1 It is a condition of the student's enrolment at the School, and a student visa requirement, that adequate arrangements be in place for the student's accommodation, support and general welfare while in Australia if they are under 18 years old.
- 6.2 While the student is in Australia and under 18 years of age, the student must:
 - 6.2.1 board with the School; or
 - 6.2.2 live with their parents or a person who is the Legal Guardian of the student; or
 - 6.2.3 live with a Suitable Nominated Relative; or
 - 6.2.4 have in place arrangements for the student's accommodation, support and general welfare which are approved by the School and which continue to be approved by the School.
- 6.3 The School must be immediately notified of any changes to arrangements for the student included in clause 6.2.2 or 6.2.3. Failure to notify the School of any change may cause the student to breach his or her student visa conditions.

7. STUDENTS WHO TURN 18 WHILE ENROLLED AT THE SCHOOL

- 7.1 The School's accommodation and welfare obligations for the student under the CAAW Letter end at the earliest of the student turning 18, or seven (7) days after the expiry of the CoE.
- 7.2 The School's general duty of care obligations continue for those students who turn 18 while enrolled at the School until the expiry of the CoE, and the School remains responsible for those students while residing at the School.
- 7.3 It is the School's strong preference that students who turn 18 while enrolled at the School continue with the existing (and School approved) accommodation and welfare arrangements while not residing at the School.
- 7.4 If a student, in conjunction with his or her parent(s) / legal guardian, seeks not to continue with the approved existing arrangements while not residing at the School, subject to this being communicated to the School in writing, the continuation of approved existing arrangements or not will be considered and determined on a case by case basis by the School.
- 7.5 In the event the School agrees to not continue with the approved existing arrangements for the student while not residing at the School:
 - 7.5.1 the student's parent(s) / legal guardian will assume legal responsibility for the student while he or she is not residing at the School, and the School's duty of care for the student



will cease for the period of time the student is not residing at the School; and

- 7.5.2 the School will continue to offer welfare support services to the student, and the School's International Student Welfare and Compliance Coordinator will continue to assist the student when needed.

8. STUDENTS WHO LIVE WITH SUITABLE NOMINATED RELATIVE IN AUSTRALIA

- 8.1 If the student lives with a Suitable Nominated Relative while in Australia as approved by DHA, the parents will inform the School in writing of the name, address and other contact details of the Suitable Nominated Relative.
- 8.2 In addition to the matters set out in Clause 15 of the Conditions of Entry, the parents must immediately notify the School of any change in address of the Suitable Nominated Relative. Failure to notify the School of any change in address may cause the student to breach his or her student visa conditions.

9. HOMESTAY PROVIDER, EXEAT LEAVE AND HOLIDAYS

- 9.1 If the student boards at the School, or if clause 6.2.4 applies to the student, the parents may propose the name of a Homestay Provider, who must live in the Melbourne/Greater Geelong area, for the student.
- 9.2 If the parents do not know anyone who might be suitable to be a Homestay Provider, the School must nominate and approve a Homestay Provider for the student.
- 9.3 The School at its sole discretion approve Homestay Providers deemed suitable to provide the student with accommodation while not boarding at the School.
- 9.4 The expectations of Homestay Providers are set out in the School's Homestay Provider Policy and Homestay Code of Conduct.
- 9.5 The School may, in its sole discretion and without liability to any person (except to the extent any liability is imposed under the ESOS Act or other law), determine that it cannot continue to approve arrangements for the student's accommodation, support and general and give notice to DHA accordingly.

10. ATTENDANCE AND SATISFACTORY PROGRESS

- 10.1 The School is required by the National Code and the ESOS Act to report students who fail to satisfy course duration, progress and/or attendance requirements to the DE.
- 10.2 For the purpose of determining satisfactory course attendance, the student must attend at least 80% of the scheduled course contact hours per semester.
- 10.3 If the student fails to attend at least 80% of the scheduled course contact hours per semester the

School may, at its sole discretion, determine not to report the student to the DE provided:

- 10.3.1 the student has attended at least 70% of the scheduled course contact hours per semester;
- 10.3.2 the parents supply documentary evidence (for example a medical certificate) demonstrating compassionate or compelling circumstances exist to the School's satisfaction, and
- 10.3.3 to do so is consistent with the School's attendance policies and procedures.
- 10.4 To avoid doubt, the failure of a student to attain 80% attendance of the scheduled course contact hours per semester due to the parents removing the student for holidays where, in the School's opinion, no compassionate or compelling circumstances apply, may result in the School reporting the student to the DE and the student's student visa may be cancelled.
- 10.5 The parents acknowledge and agree:
- 10.5.1 they will comply with clauses of the Conditions of Entry relating to observance of dates;
- 10.5.2 the student must attend at least 80% of the scheduled course contact hours per semester unless the parents can demonstrate to the School's satisfaction that compassionate or compelling circumstances apply;
- 10.5.3 the capacity of the School to extend the duration of the student's study is limited to the circumstances set out in the National Code;
- 10.5.4 failure by the student to maintain satisfactory course progress and/or the minimum attendance level required by the School may result in the School reporting the student to the DE and the student's student visa being cancelled.

11. DEFERRING, SUSPENDING OR CANCELLING ENROLMENT

- 11.1 Clause 6 of the Conditions of Entry does not apply to Overseas Students. Under the National Code, the School may only defer or temporarily suspend the student's enrolment on the grounds of:
- 11.1.1 compassionate or compelling circumstances as determined by the School; or
- 11.1.2 student misbehaviour (refer to Clause 12 of this addendum).

12. SUSPENSION/CANCELLATION OF ENROLMENT BY THE PARENTS

- 12.1 The parents may apply to the School to suspend the student's enrolment on the grounds of compassionate or compelling circumstances.



- 12.2 Whether or not compassionate or compelling circumstances exist so as to warrant suspension of the student's enrolment shall be determined at the sole discretion of the School.
- 12.3 The School may request the parents supply documentary evidence in support of any application to suspend the student's enrolment on the grounds of compassionate or compelling circumstances.
- 12.4 If the parents temporarily remove a student on grounds of compassionate or compelling circumstances approved by the School, the School, in its sole discretion, may grant a rebate of fees for a suspension of the student's enrolment exceeding 14 days.
- 12.5 To avoid doubt, clauses 3 and 4 of the Conditions of Entry in relation to fees and expenses which may be payable by the parents, apply in relation to any cancellation of the student's enrolment by the parents.

13. SUSPENSION/CANCELLATION OF ENROLMENT BY THE SCHOOL

- 13.1 The School may suspend and/or cancel the student's enrolment on the ground of student misbehaviour. To the extent not altered by this Addendum, clause 8 of the Conditions of Entry applies in relation to suspension or cancellation of the student's enrolment by the School on the ground of student misbehaviour.
- 13.2 In addition, the School may cancel the student's enrolment on the grounds specified in Conditions of Entry including, but not limited to, where the parents fail to pay fees and expenses in accordance with the School's requirements.
- 13.3 Where the School intends to suspend or cancel the student's enrolment for any reason (including student misbehaviour and non-payment of fees by the parents), the School will notify the parents of that intention and the parents then have 20 working days in which to initiate the School's internal complaints and appeals process.
- 13.4 During the period in which the parents have to initiate the School's internal complaints and appeals process, and any subsequent period of appeal (whether internal or external to the School), the School is not obliged to continue to providing learning opportunities to the student or to allow the student to continue to attend class. The School may determine at its sole discretion whether the student may remain at the School and, if so, in what capacity and under what arrangement.
- 13.5 During the period referred to in clause 12.4, the School must maintain the student's accommodation, support and general welfare arrangements pursuant to the CAAW letter.

14. EXCLUSION FROM CLASS WITHOUT SUSPENSION OR/ CANCELLATION OF ENROLMENT

- 14.1 In certain circumstances, if deemed appropriate by the School, the School may exclude the student from class due to misbehaviour without taking the step of suspending or cancelling his or her enrolment, in which case the School is not obliged to inform the DE.
- 14.2 The student must reside off campus while excluded from class with a parent or legal guardian, nominated relative approved by DHA, or their nominated Homestay Provider approved by the School.

15. CALCULATION OF ATTENDANCE

- 15.1 Regardless of whether any suspension of the student's enrolment is a result of an application by the parents or imposed by the School, the period of any suspension of enrolment will not be included by the School when calculating the student's attendance for the purpose of clause 9 of this Addendum.
- 15.2 Exclusions from class will not be included by the School when calculating the student's attendance for the purpose of clause 9 of this Addendum.

16. CHANGE IN VISA STATUS

- 16.1 The parents must notify the School within ten (10) business days in writing if there is any change in the student's visa status.
- 16.2 If a student is entitled to reduced fees and charges due to a change in their visa status, that entitlement will only commence from the date the parents notify the School in writing of the changed visa status.
- 16.3 The parents will not be entitled to any retrospective refund of fees and charges due to a change in the student's visa status where the parents have failed to give the School written notice pursuant to clause 15.1 of this Addendum.

17. TRANSFERS

- 17.1 Students are restricted from transferring from the School for a period of six (6) months after the commencement of their course.
- 17.2 Students can apply for a release to enable them to transfer to another education provider in certain circumstances.
- 17.3 In order to apply for a release, students must have:
 - 17.3.1 a letter of offer from the receiving education provider;
 - 17.3.2 written confirmation from the student's parents/legal guardian supporting the transfer;
 - 17.3.3 written confirmation that the new education provider will accept responsibility for approving the student's accommodation, support and general welfare arrangements



where the student is not living with a parent(s) / legal guardian or Homestay Provider; and

- 17.3.4 evidence that the student is always in DHA approved welfare and accommodation arrangements.

18. PRIVACY AND PERSONAL INFORMATION

18.1 In addition to the matters set out in Clause 16 of the Conditions of Entry, personal information is collected by the School to:

18.1.1 meet the School's obligations under the ESOS Act and the National Code; and

18.1.2 ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally.

18.2 The School's authority to collect such personal information is contained in the ESOS Act, the ESOS Regulations and the National Code.

18.3 Personal information collected by the School may include personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition.

18.4 Personal information can be shared between the School and the Australian Government and, designated authorities, (including the TPS and the TPS Director, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager), including in the following circumstances:

18.4.1 if there are changes to personal and contact details;

18.4.2 if there are changes to course enrolment details;

18.4.3 in the circumstance of any suspected breach by a student or a student visa condition;

18.4.4 if a student has breached course progress requirements;

18.4.5 if the anticipated study duration will exceed the nominated duration on the student's Conditions of Entry;

18.4.6 if arrangements for the accommodation, care and general welfare of the student have changed;

18.4.7 if the location of the student's course has changed;

18.4.8 if student's enrolment has been deferred, suspended or cancelled;

18.4.9 there is a failure by the student or the School to comply with the visa or enrolment requirements.

18.4.10 In other instances, personal information can be disclosed without the parents' and student's consent where authorised or required by law.

19. STUDENT OFFICIAL POINT OF CONTACT

The official point of contact for the student prior to commencing at the School is the Registrar. After commencing at the School, the official point of contact is the student's Head of House or Unit at Corio and Timbertop and Head of Campus at Toorak and Bostock House, in conjunction with the International Student Support and Compliance Coordinator across all four campuses.

20. COMPLAINTS

20.1 Should the parents have a complaint in relation to any matter they should contact the student's Head of House or Unit, or Head of the Toorak Campus or Bostock House, as appropriate.

20.2 If the complaint cannot be resolved informally, a formal complaint can be lodged in accordance with the School's internal and external complaints and appeals policies.

21. CONSUMER PROTECTION

Nothing in this agreement and the School's complaints and appeals policies limit the student's right to seek remedy under Australia's consumer protection laws.

22. JURISDICTION

Any dispute arising under the Conditions of Entry, Business Notice/s or this Addendum shall be determined in accordance with the laws of the Commonwealth of Australia and of Victoria, the courts of which shall have exclusive jurisdiction to determine any dispute which may arise.

23. INTERPRETATION

23.1 Headings are for convenience only and do not affect the interpretation of these conditions.

23.2 The singular includes the plural and vice versa.

23.3 In the event any term or clause of these conditions is found by a court or a tribunal of competent jurisdiction to be unenforceable, the balance of these conditions shall be given full effect to the greatest extent possible having regard to the natural and intended meaning of these conditions.