

OVERSEAS STUDENTS

Written Agreement



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Letter of Offer

This Agreement is made between Geelong Grammar School ACN 004 971 500 (the School), the Student named below, and, if the Student is aged below 18 years, the parents/legal guardians (hereinafter, Parents) named in the Notice of Acceptance.

The School's Offer

The School makes the following Offer to the Student and Parents as applicable, subject to the Terms and Conditions contained in this Agreement.

The offer must be accepted by completion of the Notice of Acceptance contained in this Agreement by the date specified below. A full copy of the signed Agreement must be provided to the School and the Parents should keep a copy for their records.

This Agreement must be signed by the Student or Parents as applicable at the same time or prior to providing any payment of tuition and non-tuition fees to the School (excluding the Application Fee).

Fields marked with * will be completed by the School when an offer is made to the Student.

Name and Course Details					
Student Name *					
CRICOS code 00143G	Registered Provider Geelong Grammar Schoo	ol ACN 004 971 500			
Registered address 50 Bio	ddlecombe Avenue, Corio, Victoria 3214				
Course Code	Name of course *				
Course duration					
Expected start date *	Expected end date *	Expected length of course *			
Entry level *					
 Full time classroom-based online learning in add approved excursions outdoor education ac Academic Requirements a This offer is conditional on	approved excursions and school trips; and				
Tuition Costs					
Enrolment Fee *					
Overseas Students Health Cover *					
stimate of total tuition and boarding fees *					
Estimate of total non-tuition	stimate of total non-tuition fees *				

Terms and Conditions of Written Agreement

1. DEFINITIONS

AEAS - Australian Education Assessment Services Agent means education agent CAAW – Confirmation of Appropriate Accommodation and Welfare **COE** – Confirmation of Enrolment **CRICOS** – Commonwealth Register of Institutions and Courses for Overseas Students DHA – Department of Home Affairs ESOS Act - Education Services for Overseas Student Act 2000 (Cth) Notice of Acceptance - acceptance of the terms of this Agreement at clause 51 **OSHC** – Overseas Student Health Cover Parents - parents or legal guardian School – Geelong Grammar School Student/s – a student enrolled at the School pursuant to a student visa (subclass 500) Third Party Debtor - a person nominated in the Notice of Acceptance who is responsible for payment of fees **TPS** – Tuition Protection Service VCAA – Victorian Curriculum and Assessment Authority VCE – Victorian Certificate of Education VET means Vocational Education and Training

2. COMMENCEMENT INFORMATION

- 2.1 Students must not start at the School until the required fees have been paid and a complete copy of this Written Agreement, signed by the Parents or Student over 18 years of age has been returned to the Admissions Team.
- 2.2 The School will issue a COE to the applicant once they have paid the required fees and returned the complete, signed Written Agreement. Once the applicant has received the COE and a 500 Student Visa the Student can start at the school.

3. COMMUNICATION

- 3.1 Any general queries about the School and applicable fees should be directed to <u>admissions@ggs.vic.edu.au</u>.
- 3.2 Any queries about fees after the Student has commenced studying at the School should be directed to accountssupport@ggs.vic.edu.au.
- 3.3 While in Australia and studying, the Student's current residential address (if not boarding), mobile number (if any), email (if any), and who to contact in emergency situations must be provided to the School.
- 3.4 Parents must notify the School within 7 days if the Parents or Student's email address, residential address, phone numbers, or emergency contact details change while the Student is enrolled at the School. Notification of these changes can be made to the Overseas Student Officer (escarlett@ggs.vic.edu.au). The School is required by law to request contact information of the Student and parents if the Student is under 18 years of age, at least every 6 months.
- 3.5 Parents must notify the School immediately of any change of visa status. Notification of these changes can be made to the Overseas Student Officer (escarlett@ggs.vic.edu.au).

4. SCHOOL RESPONSIBILITIES

- 4.1 The School is regulated under the ESOS Act, which sets the minimum standards required by the School in the delivery of education to Students and provides tuition and financial assurance.
- 4.2 The School is legally responsible for the welfare of a

Student on a CAAW for seven days prior to the Student's course enrolment, and seven days after the course completion or cessation or until the Student turns 18 years of age, whichever is sooner. CAAW responsibilities apply regardless of whether the Student is in a boarding house or staying with a School approved Homestay Provider.

- 4.3 The School is committed to the safety and wellbeing of children and young people. We demonstrate this commitment by providing information, support and processes to our students, staff and homestay families to provide for our students' safety and wellbeing, and to help create child safe environments appropriate for their diverse backgrounds.
- 4.4 For information regarding the Child Safe Standards visit: <u>https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards/</u>
- 4.5 For Information on the Reportable Conduct Scheme visit: https://ccyp.vic.gov.au/reportable-conduct-scheme

5. PARENT RESPONSIBILITIES

- 5.1 The Parents are responsible to ensure:
 - 5.1.1 they will advise the School of any matter related to the intellectual, physical, social development or any other matter related to the Student which may affect the School's ability to educate the Student;
 - 5.1.2 the Student has a valid passport and visa at all times;
 - 5.1.3 all applicable fees are fully paid including OSHC;
 - 5.1.4 the School is notified immediately of any change to the Student's visa status;
 - 5.1.5 the School is notified of any change of information and contact details (including residential address, email and phone numbers) of the Parents, emergency contacts and Student; and
 - 5.1.6 they keep a copy of this Agreement as supplied by the School, and receipts of any payments of tuition fees or non-tuition fees.

6. STUDENT RESPONSIBILITIES

- 6.1 The Student must ensure that they:
 - 6.1.1 comply with all applicable School policies, procedures and student behaviour rules;
 - 6.1.2 maintain satisfactory course progress and attendance;
 - 6.1.3 maintain the approved accommodation and welfare arrangements. The Student must provide sufficient notice in writing if they intend to stay with another family on a temporary basis to allow time for the School to approve the accommodation. As the School remains responsible for the Student while in Australia, it reserves the right to refuse any inappropriate accommodation;
 - 6.1.4 notify the School of contact details including:
 - 6.1.4.1 current residential address (if not enrolled as a boarding student);
 - 6.1.4.2 mobile number (if any); and
 - 6.1.4.3 email address (if any)
 - 6.1.4.4 who to contact in emergency situations;
 - 6.1.4.5 any changes to those details, within seven(7) days of any change;
 - 6.1.5 comply with all visa conditions; and
 - 6.1.6 keep a copy of this Agreement and receipts of any

payments of Tuition and non-Tuition Fees to the School.

6.2 Failure to comply with all the Student's obligations may result in the Student being reported to DHA and risk their student visa being cancelled.

7. SCHOOL RULES AND POLICIES

- 7.1 It is a condition of the Student's admission and continuing enrolment at the School that the Parents shall ensure, and accept responsibility for, the Student's compliance with those rules and policies which the School may establish from time to time for the good conduct of the School and its students.
- 7.2 The Parents hereby acknowledge having been informed and agree that the proper management and operation of the School may require the School to act from time to time in a manner which the School deems to be appropriate and to do so without consultation with the Parents, particularly in circumstances where the School rules have been breached and where the Student is considered by the School in its sole discretion to have undertaken conduct not approved by the School or for health and wellbeing reasons, it is not appropriate for the Student to continue to be enrolled at the School.
- 7.3 The School rules may be varied from time to time by the School and such variation shall continue to apply to the student and, as appropriate, to the Parents. The School shall provide details of any variation but regardless of whether the Student and, as appropriate, the Parents are aware of such variation, the School rules shall apply in their varied form.

8. TUITION AND NON-TUITION FEES

- 8.1 The Parents shall at such times as the School may require, pay to the School such fees as the School may determine, and reimburse any expenses incurred by or on behalf of the Student.
- 8.2 If fees and expenses are not paid in accordance with the School's requirements, including any expenses incurred by or imposed on the Student as a result of any breach of the School rules or other misconduct by the Student, the School may refuse to allow the Student to attend, or may remove the Student from the School, subject to providing the relevant notice as required by the Deferring, Suspending or Cancelling a Student's Enrolment Policy. For the avoidance of doubt, if a Student is on a CAAW, the School remains responsible for the welfare and accommodation of the Student during this time and the School may require the Student to reside with the School approved Homestay Provider.
- 8.3 Unpaid fees and expenses shall accrue interest from the date of default in payment (or such other date as may be considered appropriate by the School) at the rate or rates determined by the School from time to time and an administration charge determined by the School may be charged, which the parents hereby consent to pay in full.
- 8.4 The Parents agree to pay all costs incurred by the School in recovering or attempting to recover unpaid fees and interest including, but not limited to, legal costs and disbursements incurred by the School.

9. NOTICE

9.1 Where a place is offered by the School and accepted but not subsequently taken up, the Parents shall give the Admissions Manager written notice at least one (1) complete term prior to the last day of the term which immediately precedes the term in which the Student was due to commence attending the School. If such notice is not given, the Parents agree to pay the School liquidated damages of 75% of the fees as published by the School for the term in respect of which the Student was due to commence attending the School.

- 9.2 Subject to Clause 10, before removing the Student from the School for any reason, the Parents shall give the Admissions Manager written notice of no less than one (1) complete term prior to the day on which the Student will last attend the School. If such notice is not given, the Parents agree to pay the School:
- 9.3 all fees and expenses due and payable for the whole term during or at the end of which the student is removed; and
- 9.4 liquidated damages of 75% of the fees as published by the School for the term following that term and which would otherwise have been applicable to the student as though the student had not been removed from the School.
- 9.5 The Parents agree that the calculation of liquidated damages referred to in clauses 9.2.1 and 9.2.2 represents a proper and appropriate calculation of the actual loss suffered by the School for failure to give appropriate notice.
- 9.6 Any refund of fees will be processed within four (4) weeks of the date of notification that a refund is required.
- 9.7 Until the conclusion of Term 4, 2021, this clause 10 will not apply to the Student who is impacted by the closure of the Australian border due to the COVID-19 pandemic and cannot return to Australia to resume on campus learning in 2021.

10. TEMPORARY STUDENT ABSENCE FOR ILLNESS

10.1 If Parents temporarily remove a Student who has become ill, the notice provisions under Clause 9 will not apply. The School, in its sole discretion, may grant a rebate of fees for an absence due to illness exceeding fourteen (14) consecutive school days. No rebate shall be granted where Parents choose to remove the Student because they fear infection at the School. Whether a place will be held open for a Student removed due to temporary illness shall be at the sole discretion of the School and subject to such conditions as the School may determine.

11. TEMPORARY ABSENCE FOR STUDY OR SIMILAR PURPOSE

11.1 Where the Parents give notice under Clause 9 that the removal of a Student is for study or other similar purpose, the School may in its sole discretion hold the Student's place open for up to one (1) year on the condition that a non-refundable holding fee, to be determined by the School having regard to the period for which the Student's place will be kept open, is paid on the next date that fees would otherwise be payable pursuant to Clause 9.

12. OBSERVANCE OF DATES

12.1 Students returning to School must rejoin their boarding house or classes as the case may be, on the dates fixed for resuming and must not leave School at the end of a term until the recognised closing dates.

13. DISCIPLINE

- 13.1 The Parents hereby acknowledge that attendance of the Student at the School shall be at the sole discretion of the School irrespective of whether the Parents or the Students are in breach of any of these conditions.
- 13.2 The Parents agree that the proper and effective operation of the School requires the School to be able, in its sole discretion:
 - 13.2.1 to terminate the right of the Student to attend the School; and

13.2.2 to discipline or suspend the Student.

- 13.3 When considering appropriate action under this clause, the School will act in accordance with the Deferring, Suspending or Cancelling a Student's Enrolment Policy. See Clause 39 below.
- 13.4 The Parents agree that if the School intends to exercise or does exercise the power conferred by Clause 13.2, the Parents will not bring any proceeding, whether at law or in equity, against the School or against any employee or agent of the School, because the powers will be or have been exercised.
- 13.5 The Parents further agree that they will indemnify the School and all employees and agents of the School in respect of any claim made or proceeding instituted by the Student as a result of the proposed exercise or exercise of the power conferred by Clause 13.2, such indemnity to include an indemnity for all costs incurred in defending such a claim or proceeding.
- 13.6 For the avoidance of doubt, the Parents hereby expressly forego and abandon any claim that they might otherwise have against the School or against any employee or agent of the School as a consequence of the exercise or intended exercise by the School of the powers conferred by Clause 13.2.
- 13.7 If the Student is suspended or expelled, the School shall retain or be entitled to be paid the fees for the term in which suspension or expulsion occurs and the Parents shall forfeit all right to recovery of those fees. The Parents acknowledge that such retention or payment of fees will be a proper and genuine estimate of the loss and damage suffered by the School caused by such suspension or expulsion and that such retention or payment shall properly be considered to be by way of payment of liquidated damages.
- 13.8 Where the Student is suspended or expelled and the fees are unpaid at the date of suspension or expulsion, the Parents agree that they shall be liable to immediately pay to the School all fees, expenses and any interest then outstanding in relation to the Student up to and including fees payable to the end of the term in which such suspension or expulsion occurs. In this event the Parents waive and abandon any set-off or counterclaim arising from the Student's inability to continue to attend the School.

14. MEDICAL AND RELATED EXPENSES

- 14.1 The Parents shall be responsible for all medical, hospital, dental and other expenses incurred by or on behalf of the Student arising from or in connection with any injury or illness suffered by the Student while attending the School or taking part in School activities, and the Parents authorise the School to obtain such treatment for the student as the School in its sole discretion may determine.
- 14.2 The Parents acknowledge that they are solely responsible for ensuring the Student has Overseas Student Health Cover as a requirement of their student visa. This is discussed in greater detail in the Business Notices and Fee Schedule.

15. STUDENT'S PERSONAL BELONGINGS

15.1 The School shall not be responsible for the loss, theft of or damage to the Student's personal belongings, which shall be the sole responsibility of the student and the Parents.

16. CUSTODIAL AUTHORITY

16.1 The Parents agree that the School may permit or require the Student to undertake such activities as the School

may in its absolute discretion consider reasonable or appropriate and for the purposes of granting such permission or meeting such requirements appoints the School as their agent.

17. BUSINESS NOTICES

- 17.1 The School will issue Business Notices from time to time, which may deal with the operation of the School, fee payments, financial and/ or other matters which the School considers appropriate.
- 17.2 Unless clearly stated to the contrary in a Business Notice, a Business Notice shall be read subject to this Agreement, including any addenda to this Agreement.
- 17.3 The Parents and the School agree that the School may in its sole discretion vary these conditions or any current Business Notices from time to time and Parents will be provided with a Variation to this Written Agreement. Such variation shall take effect on the date it is first published on the School's website and shall be binding on the Parents and Student in all respects.
- 17.4 No error in, non-receipt or late receipt of, a Business Notice shall bind the School or entitle the Parents or the Student to any relief from their obligations contained in these conditions or a Business Notice, nor shall it entitle the Parents or Student to any compensation arising from any loss or damage allegedly suffered as a consequence of such error, non-receipt or late receipt.

18. ADDENDA TO CONDITIONS OF ENTRY

- 18.1 The School may issue addenda to these conditions from time to time, which may deal with matters specific to certain categories of students including, but not limited to, fee payments, financial and/or other matters which the School considers appropriate.
- 18.2 To avoid doubt, any addendum or addenda to these conditions is, by this clause, expressly incorporated into these conditions, and Parents will be provided with a Variation to this Written Agreement.

19. AUTHORITY OF PARENTS

19.1 The Parents agree that they enter into these terms on their own behalf and on behalf of the student and that they have authority to do so.

20. PRIVACY

- 20.1 The School is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the School's Privacy Policy is available at <u>www.ggs.vic.edu.</u> <u>au</u>. Parents must be aware that information collected may need to be disclosed by the School to outside organisations from time to time. Any objections to the collection, storage, disclosure or publication of information in accordance with clauses 20.2 to 20.10 must be notified to the Admissions Office immediately.
- 20.2 The School collects and stores personal information, including sensitive information about Students, their parents or families before and during the course of a Student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide schooling for students. In addition, the School retains this information after the Student has left the School for alumni purposes.
- 20.3 Some of the information collected and stored by the School is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care. In this regard, the School requires the collection and the storage of the Student's biometric data to verify the student's identity when checking in and out

of the School's boarding houses. This biometric data is classified for privacy purposes as sensitive information and the School requires the consent of parents and of those students over 15 years of age to collect and store this data. By signing the Notice of Acceptance in this Agreement, the Parents agree to the collection and storage of such biometric data. If the Student is aged 15 years or over, the Student must also sign where shown on the Notice of Acceptance to consent to the collection and storage of such biometric data.

- 20.4 Personal Information may be disclosed about a Student to State or Federal government agencies to comply with its obligations under the ESOS Act, including the TPS or other contracted organisations concerned with the administration of the Overseas Student program.
- 20.5 Certain public health and child protection laws governing or relating to the operation of schools require that particular information be collected and stored. The School asks the Parents to provide medical reports about the Student at the time of enrolment and requires an annual update from Parents. The School will collect and store this information and treat it in confidence. In providing the School with the personal information of others such as doctors or emergency contacts, parents are encouraged to inform these third parties that such information has been disclosed to the School.
- 20.6 The School from time to time discloses personal and sensitive information or requires the use of services that will capture personal and sensitive information to others for administrative, educational and health purposes. This includes to other schools, government departments, medical practitioners and people providing services to the School, including providers of online and remote learning platforms, specialist visiting teachers, sports coaches and volunteers assisting the School in an ancillary capacity (e.g. parent associations). In addition, personal contact details, names, telephone numbers and email details are provided on class, house and friendship lists. By signing the Notice of Acceptance in this Agreement, Parents consent to the collection, storage, disclosure and publication of such information by the School for administrative, educational and health purposes.
- 20.7 Personal information collected from students is regularly disclosed to their parents. Parents may seek access to personal information collected about them and their child by request. Students may also seek access to personal information about themselves. There will be occasions when such access is denied including where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the School's duty of care to the student or where students have provided information in confidence. The information collected remains the property of the School and any request for access to information must be made in writing. Information may be viewed at the School's premises with a member of the School's staff in attendance at a pre-arranged time convenient to the School.
- 20.8 On occasions, information including images of students may be created, collected, stored and published to record student participation at School and in School events, celebrate student effort and achievement and promote the School and events held by the School. Such images will be created by the School or by a third party appointed to create such images on behalf of the School and may include creation of images and footage by drones. Parents agree to the use of drones for this purpose and acknowledge and accept the associated

risks. Such images will be collected and stored by the
School or by a third party appointed to collect and store
such images on behalf of the School. Such images will
be used for publication in School newsletters, external
newspapers, magazines and websites (including the
School's website) and for the School's social media.
Such publication will go beyond the School community.
By signing the Notice of Acceptance in this Agreement,
Parents consent to the collection, storage, dissemination
or publication of such information including images
of the Student by the School. Any objections to the
creation, collection, storage, dissemination or publication
of information including images of the Student must be
notified immediately to the Admissions Manager.

- 20.9 If the Student creates works, and in particular artwork, during the course of their enrolment at the School shall retain the intellectual property in that work. By signing the Notice of Acceptance in this Agreement, Parents consent to grant the School a non-exclusive licence to use the students' work for non-commercial purposes (for example, to display around the School or for publication in School communications, including on the School's social media platforms, the Light Blue or The Corian). Where appropriate and reasonable to do so, the School will attribute authorship of the Student's intellectual property to the Student. If works are abandoned by the Student at the conclusion of their enrolment at the School, the School reserves the right to dispose of the works. Any objections to the use of the Student's intellectual property by the School must be notified immediately to the Admissions Manager.
- 20.10 The School conducts educational research projects for the purpose of developing and improving the learning and teaching programs at the School and for use in academic publications. This may require the collection, storage, dissemination or publication of anonymised data and observations. Any objections to the collection, storage, dissemination or publication of such anonymised data and observations of the student must be notified immediately to the Admissions Manager.
- 20.11 The School from time to time engages in fundraising activities. Information received from parents may be used to make an appeal to parents and others. It may also be disclosed to organisations that assist in the School's fundraising activities but solely for that purpose. Personal information will not be disclosed to third parties for marketing purposes without the consent of parents.
- 20.12 The School's Privacy Policy contains information about how parents or students may complain about a breach in the Australian Privacy Principles by the School and how the School will deal with such a complaint. Please see the School's Privacy Policy available on the website (www.ggs.vic.edu.au).

21. STUDENT AND OTHER RECORDS

21.1 From time to time the School may determine to receive and store information concerning the Parents, the Student or other information relevant to the student's attendance at the School in electronic form. The School may also determine from time to time to convert written records concerning the parents, the student or which are otherwise relevant to the Student's attendance at the School to an electronic format or other format as the School deems most appropriate in its sole discretion. The Parents agree that the School may record such information in a manner deemed most appropriate by the School in its sole discretion and will make no claim or take any exception to records held in such manner provided that nothing in this clause shall be deemed to be consent to any breach by the School of any statutory requirement for the keeping of records.

22. UNAVAILABILITY OF SCHOOL CAMPUS OR FACILITY

- 22.1 Where a campus or facility of the School becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic or other outbreak of illness, the School may require the student to attend an alternative campus or facility of the School.
- 22.2 The inability of the School to provide the student with access to any campus or facility, or any alternative campus or facility, shall not entitle the parents to any rebate or waiver of fees and expenses except at the sole discretion of the School.
- 22.3 If the inability of the School to provide the Student with access to any campus or facility or any alternative campus or facility is deemed to be a School Default, the Parents may be entitled to a refund in accordance with the Refund Criteria Table detailed below.

23. ELECTRONIC COMMUNICATION AND NOTICES

- 23.1 The School may communicate with the Parents via the Parent Portal on the School's website.
- 23.2 The Parents agree that any invoice, statement, notice or other correspondence from the School to the Parents shall be sufficiently given or sent if provided to the Parents by email at any address provided by the Parents to the School as the email address at which the Parents may be contacted.
- 23.3 Provision by the School of any written invoice, conditions, statement, notice, correspondence or other document in hard copy rather than electronically shall be at the sole discretion of the School and any failure by the School to provide any such document in hard copy or electronically shall not entitle the Parents to fail to comply with any obligation which they may have to the School.

24. FEE INFORMATION

- 24.1 Upon accepting the Student's enrolment at the School, Parents have a legal obligation to pay fees relating to the Student's enrolment.
- 24.2 Failure to pay fees by the due date on the invoice may result in:
 - 24.2.1 a default administration fee; or
 - 24.2.2 the expulsion of the Student from the School; or
 - 24.2.3 notification of the expulsion to DHA, which may impact on the Student's visa.
- 24.3 All fees are to be paid in Australian Dollars (\$AUD) for the total amount of the invoice.
- 24.4 The Parent is to meet all of their bank's transaction fees. The School is not liable for any foreign exchange variation incurred when making a payment.
- 24.5 Fees can be paid to the School by BPAY, Electronic Funds Transfer or credit card within Australia, and credit card.
- 24.6 The School is not responsible for any monies paid to an agent or other third party by the Student or Parent.
- 24.7 Agent commission paid by the School to agents is deemed a non-tuition fee, calculated and administered separately by the School as an annual payment.
- 24.8 As invoices are sent by email, Parents must ensure that the School always has a current email address for invoicing purposes. An invoice can only be sent to the nominated debtor's email address unless requested otherwise. Please advise the School of any change in

email address in writing to: academicoffice@ggs.vic.edu. au.

24.9 Parents (or nominated third party payer in the Notice of Acceptance) remain liable for all fees payable even if an invoice has not been received.

25. INITIAL FEES

- 25.1 The Letter of Offer contained in this Agreement lists the initial tuition and non-tuition fees to be pre-paid by a Student prior to commencement. Payment of these initial fees will confirm the Student's enrolment as outlined in the Letter of Offer.
- 25.2 If payment is not received by the due date on the invoice, the Student's application for enrolment will be withdrawn and a place will not be held at the school indicated in the Letter of Offer.
- 25.3 The Student cannot commence at School until the invoice has been paid and a COE is issued.
- 25.4 Tuition fees will not be refunded or credited if the Student arrives later than the start date specified in the Letter of Offer.

26. TUITION FEES

- 26.1 The School invoices for fees a term in advance. However, this may vary and is subject to change.
- 26.2 Fees are subject to change and may increase each year. Any increase in fees will apply to new and continuing students and will be included in new or subsequent invoices.
- 26.3 The following table indicates the date by which fees are to be paid according to the student's anticipated date of commencement at the School:

Term	Due Date		
Term 1	Due by the commencement of Term 4 of the previous year		
Term 2	Due by the commencement of Term 1		
Term 3	Due by the commencement of Term 2		
Term 4	Due by the commencement of Term 3		

26.4 All indicative Tuition and Non Tuition fees are contained in Schedule 1 to this Written Agreement and current fees are published online at <u>www.ggs.vic.edu.au</u>.

27. APPLYING

- 27.1 The Application Form will not be processed unless all relevant sections have been completed, all requested documentation is attached and the Application Fee has been received.
- 27.2 The Application Form is available on the School's website www.ggs.vic.edu.au/apply.

28. DEPARTMENT OF HOME AFFAIRS AGE REQUIREMENTS

28.1 Students must be of an appropriate age for the entry level for their school course, regardless of their country of citizenship. To be granted a visa for school studies, the student must meet the following Migration Regulations 1994 age requirements:

Year	Age
Time of application	At least 6 years old
Year 9	The student must be less than 17 years of age when commencing Year 9

Year 10	The student must be less than 18 years of age when commencing Year 10
Year 11	The student must be less than 19 years of age when commencing Year 11
Year 12	The student must be less than 20 years of age when commencing

29. ENGLISH LANGUAGE PROFICIENCY REQUIREMENTS

- 29.1 All overseas students applying to enter the School in Year 5 and above and who do not have English as their first language are required to sit an approved English Language Proficiency Test which is administered by AEAS.
- 29.2 Testing is not required for student applications from Prep to Year 4.
- 29.3 Our School has minimum requirements for the English Language Proficiency Test prior to entry. This is outlined below:

Entering Year Level	AEAS Score
Prep to Year 4	N/A
Year 5 to Year 6	50+
Year 7 to Year 9	60+
Year 10 to Year 12	70+

29.4 An enrolment offer can only be made when a prospective student has reached the required level of English language proficiency, either by passing the AEAS test requirements or by attending an English Language Intensive Course for Overseas Students (ELICOS).

30. OVERSEAS STUDENT HEALTH COVER

- 30.1 As a requirement of the Student's visa, the Student must have health insurance in the form of OSHC in place for the duration of their visa before arriving in Australia. The School's preferred provider is Medibank Private, however a list of the approved providers can by going to <u>www.</u> <u>health.gov.au</u> and searching for overseas student health cover.
- 30.2 Students retain the right to choose their own Australian Government approved insurer and purchase their own OSHC.
- 30.3 The student's visa may be cancelled if OSHC is not maintained for the duration of the visa, as this constitutes a breach of visa conditions.
- 30.4 Please see the DHA website for further information about visa conditions: <u>www.homeaffairs.gov.au</u>.
- 30.5 Where the Student is transferring into the School from another education provider there must be no gap in the student's OSHC cover. This means that when one OSHC policy expires the next policy must start immediately.

31. COURSE CREDIT

- 31.1 Prospective students intending to complete the VCE Program may receive course credits for any units previously completed based on assessment by the Victorian Curriculum Assessment Authority.
- 31.2 At the time of onboarding, the new student must provide official school reports from their previous school.
- 31.3 The Academic Office will then provide these reports to the VCE Coordinator.
- 31.4 All queries regarding eligibility and units studied should be referred by the Admissions Manager to the VCE Coordinator, Head of Teaching and/or Academic Office.
- 31.5 Prospective students intending to complete the IB Program seeking course credits/evidence of competence

may only do so once official school reports from the previous institution have been received by the School.

31.6 The expected level of competence must be evidenced in each of the subjects, and the prospective student must be studying subjects that are offered at the School (not all schools offer the same IB subjects as the School).

32. DELIVERY OF COURSE

- 32.1 The School will not deliver the course to the Student exclusively online or by distance learning.
- 32.2 The School will not deliver more than one-third of the units of a VET course by online or distance education to the Student (if applicable).
- 32.3 The School will ensure that in each compulsory study period for a course, the Student is studying at least one unit that is not by online or distance learning, unless the Student is completing the last unit in the course.
- 32.4 The School ensures that any online or distance learning is in addition to minimum face to face requirements approved by VCAA and VRQA as part of the registration of the course.
- 32.5 The School takes all reasonable steps to support Overseas Students who may be disadvantaged by:
 - 32.5.1 additional costs or requirements including Students with special needs, from undertaking online or distance learning (unless required to do so by law);
 - 32.5.2 inability to access resources and community offered by the School, or opportunities from engaging with other Students while undertaking online or distance learning.

Important Policies

33. ACCOMMODATION AND WELFARE REQUIREMENTS

- 33.1 Students may enrol at the School as day students, weekly boarding students (Years 7-8 only), day boarding students (Years 10-12 only) or full boarding students (Years 7-12). If a Student is a day student, weekly boarding or day boarding student, they must reside with a parent, legal guardian or a DHA-approved relative while not at the School.
- 33.2 All students under 13 years old who are boarding students must reside with a parent, legal guardian or a DHA-approved relative while not in the boarding house. Students under 13 years old are not permitted to reside in homestay accommodation.
- 33.3 Please refer to the DHA website <u>www.homeaffairs.gov.au</u> for a complete list of approved relatives and information on the DHA approval process.
- 33.4 The relative must also be aged 21 or over and be eligible to stay in Australia until the expiry of the student's visa or until the Student turns 18.
- 33.5 Students 13 years or older may choose to reside with a parent, legal guardian, DHA-approved relative, or in the boarding house.
- 33.6 The School does not approve permanent homestay accommodation.
- 33.7 Students issued with a Confirmation of Appropriate Accommodation and Welfare Letter (CAAW) (those students who are not in Australia with a Parent or DHA approved relative) will have the period of welfare provision specified on the CAAW. This period will:
 - 33.7.1 begin seven days prior to the student's course commencement, and
 - 33.7.2 end seven days after the course completion or cessation, or until the date the student turns 18 years of age, whichever is sooner.

- 33.8 DHA will not allow students to arrive before the nominated welfare commencement date detailed in the CAAW.
- 33.9 The welfare of students under the age of 18, who have been issued a CAAW, is the responsibility of the School, delegated to the Principal.
- 33.10 Prior approval by the School is required if the Student wants to change welfare/accommodation arrangements to ensure that the Student does not breach visa conditions.

34. HOMESTAY ACCOMMODATION

- 34.1 Homestay accommodation is provided by a Homestay Provider, who are approved by the School. This is arranged by the Corporate Services and Overseas Student Officer.
- 34.2 All homestay family members and residents aged 18 years and over undergo child safe screening, reference checking and need to provide a Working with Children Check before students arrive. If a Student intends to stay with a sibling or other relatives who are over 18 years old, they are also required to have a valid Working with Children Check.
- 34.3 The homestay accommodation is checked for suitability, including that it is age appropriate, prior to commencement. Homestay accommodation will also continue to be checked for suitability at a minimum of once a Semester.
- 34.4 The Homestay Provider will be asked to sign the Homestay Responsibility Agreement at the commencement of their engagement and will be reminded of their obligations under the agreement every 6 months. The agreement will outline the house rules and requirements.
- 34.5 Students and/or their parents are required to reimburse homestay providers for any damage to property caused by the student during the student's time of residence.
- 34.6 Any payment for homestay accommodation is to be made by the Parents directly to the homestay provider.
- 34.7 Issues and/or complaints that cannot be resolved between the homestay provider and the Student should be referred in writing to the School.
- 34.8 If the matter is not satisfactorily resolved after referral to the School, the matter can be referred to the Overseas Student Ombudsman.
- 34.9 Please see the Overseas Students Complaints and Appeals Policy in this Agreement for further information, including instructions on how to lodge a complaint or an appeal and information on external complaints and appeals.

35. WELFARE SERVICES

- 35.1 35.1 Parents may use welfare or advocacy services to assist with provision of support to the Student while in Australia. **Please note** this service is not mandatory and the School does not delegate any responsibility to welfare service providers.
- 35.2 Parents are responsible to pay any fees for welfare services.
- 35.3 If Parents choose to use a welfare service, they must provide all relevant details to the School in the Homestay Provider and Welfare Services Provider Form.
- 35.4 Welfare Service Providers will be subject to the School's child safe screening processes prior to engaging in child connected work and will require a valid Working with Children Check.

36. TURNING 18 WHILE AT SCHOOL

- 36.1 As the School's accommodation and welfare obligations for the Student under the CAAW Letter may end while the Student is still requiring homestay accommodation, 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.
- 36.2 It is the School's strong preference that if the Student turns 18 while enrolled at the School, the Student continues with the existing School approved accommodation and welfare arrangements while not residing at the School.
- 36.3 If the Student, in conjunction with the Parents, 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.
- 36.4 In the event the School agrees to not continue with the approved existing arrangements for the Student while not residing at the School:
 - 36.4.1 the Student's Parents will assume legal responsibility for the Student while the Student 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
 - 36.4.2 the School will continue to offer welfare support services to the Student, and the School's Corporate Services and Overseas Students Officer will continue to assist the Student when needed.
- 36.5 Students who turn 18 while staying in approved homestay provider with another enrolled student who is under 18 will need to apply for a Working with Children Check. Please see <u>www.workingwithchildren.vic.gov.au</u> for further information.

37. COURSE PROGRESS

- 37.1 It is a DHA requirement that students maintain satisfactory course progress during the period of their enrolment. The School assesses the Student's performance each term using the requirements set by the Victorian Curriculum and Assessment Authority. Please note: these requirements are the same for domestic students.
- 37.2 The School has course monitoring that includes regularly reporting to students and parents on course progress such as term and semester reports.
- 37.3 All subjects/units must be completed satisfactorily within the expected duration as specified on the student's CoE for the student to:
 - 37.3.1 progress to the next year level, or
 - 37.3.2 complete their course of study
- 37.4 An extension to complete studies may be granted if:
 - 37.4.1 study deferment has been approved, or
 - 37.4.2 there are compassionate or compelling circumstances, or
 - 37.4.3 intervention strategies have been implemented.
- 37.5 Students requiring assistance with their performance will be counselled. Counselling will include suggestions for improving performance such as additional support for subject specific tutoring (e.g. English), career and guidance counselling or personal counselling. **Please**

note: services beyond those normally provided within the school's resources may incur additional cost to the family.

- 37.6 Where appropriate, an agreement between the Student and the School may be developed to assist with improving performance. The agreement will be for a specified period and outline targets to be met by the Student.
- 37.7 If the targets in the agreement are not met, the Student will be reported to DHA for non-compliance with visa conditions. Please refer to the Visa Breaches section of this document for further information.
- 37.8 Please note: any intervention will be discussed with Parents.

38. ATTENDANCE

- 38.1 Visa conditions require students to attend at least 80 per cent of scheduled course contact hours each semester.
- 38.2 The School records student attendance daily in its attendance monitoring system that provide the attendance rates for visa conditions on an ongoing basis. The School will contact the Student and/or the Parents if the Student is at risk.

The intervention strategies for student attendance are summarised below:

Attendance Rate	Action by School
Falls to 90 per cent	Student notified
Between 85-90 per cent	Student notifiedParents notified
Between 80-85 per cent	 Student notified Parents notified Intervention and Monitoring Plan put in place
Below 80 per cent	 Student notified Parents notified The Student will be issued with a Notice of Intention to Report for Non-Compliance to DHA (please refer to the Visa Breaches section of this document for further information)

39. STUDENT DEFERRAL, SUSPENSION AND CANCELLATION OF ENROLMENT

- 39.1 A Student may apply to the School to defer their course of study in compassionate and compelling circumstances. Examples of such circumstances could include:
 - 39.1.1 serious illness,
 - 39.1.2 injury or trauma,
 - 39.1.3 bereavement of close family members,
 - 39.1.4 major political upheaval or natural disaster in the home country; or
 - 39.1.5 pandemic.
- 39.2 The School will consider the impact on the student's capacity and/or ability to progress through their course of study.
- 39.3 The School has and implements a documented process for assessing, approving and recording a deferment of the commencement of study or suspension of study requested by a Student, including maintaining a record of any decisions. For further information please see the Deferral, Suspension or Cancelling an Overseas Student's

Enrolment Policy found under the Overseas Students page of the Enrolments section at <u>www.ggs.vic.edu.au</u>.

- 39.4 The deferral application should include evidence of the circumstances and can be made by completing the Deferral or Suspension of Studies Application Form found under the Overseas Students page of the Enrolments section at <u>www.ggs.vic.edu.au</u> and submitting it via email to the Admissions Manager (<u>admissions@ggs.vic.edu.au</u>).
- 39.5 The School may suspend or cancel a Student's enrolment including, but not limited to, on the basis of:
 - 39.5.1 the Student's failure to pay an amount he or she was required to pay the School to undertake or continue the course as stated in this Agreement;
 - 39.5.2 a breach of course progress or attendance requirements by the Student, which must occur in accordance with Standard 8 of the National Code 2018; or
 - 39.5.3 a breach of the School's rules and policies.
- 39.6 If any action is taken to defer, suspend or cancel a Student's enrolment under Standard 8 of the National Code 2018, the School will:
 - 39.6.1 inform the Student of the need to seek advice from DHA on the potential impact on the Student's student visa; and
 - 39.6.2 report the change to the Student's enrolment under the ESOS Act.
- 39.7 If the School suspends or cancels the Student's enrolment, the School will continue to approve the welfare arrangements for the Student until any of the following applies:
 - 39.7.1 the Student has alternative welfare arrangements approved by another registered provider;
 - 39.7.2 the Student will be cared for by the Parent or DHA approved relative;
 - 39.7.3 the Student leaves Australia; or
 - 39.7.4 the School notifies DHA that it is no longer able to approve the Student's welfare arrangements or the School has taken the action after not being able to contact the Student.
- 39.8 The suspension or cancellation of the Student's enrolment cannot take effect until the internal appeals process is completed, unless the Student's health or wellbeing, or the wellbeing of others is at risk.

40. TRANSFERS

- 40.1 Students may apply to transfer to another school:
 - 40.1.1 after six months (two terms) of enrolment; or
 - 40.1.2 less than six months (two terms) after commencement (in exceptional circumstances only).
- 40.2 Transfer applications will be processed within 14 days from the receipt of a complete application. If a release is granted, there is no cost to the Overseas Student.
- 40.3 Students cannot transfer to a different school if tuition and other fees are not fully paid.
- 40.4 The School will assess transfer applications on a case-by-case basis.
- 40.5 Transfer applications need to be sent to the Overseas Student Officer outlining reasons for the transfer (for example unexpected changes in accommodation/welfare arrangements).
- 40.6 Students will be informed that they need to contact DHA to seek advice about whether a new student visa is required, and that the Student must maintain their current

welfare arrangements as a condition of their student visa until:

40.6.1 the transfer date;

- 40.6.2 new alternative welfare arrangements have been approved; or
- 40.6.3 Students must return to their home country until the new approved welfare arrangements take effect.
- 40.7 A transfer application denial can be appealed.
- 40.8 The school must not actively recruit a Student where this conflicts with its obligations under Standard 7 of the National Code.
- 40.9 A Course Transfer Application Form can be found on the Overseas Students Policies and Procedures section of the Student Resources section of the School Portal.
- 40.10 Please see the Complaints and Appeals Policy in this document for further information.

41. WITHDRAWALS

- 41.1 If a student withdraws during the current term there will be no refund for the current term. Please see the Refund Criteria Table in the Schedule for more detailed information about refunds.
- 41.2 A withdrawal can be made by completing the Withdrawal Form found under Overseas Students Policies and Procedures on the Portal. The completed form should be emailed to <u>admissions@ggs.vic.edu.au</u>.
- 41.3 Withdrawal applications to leave the School and return home need to include:
 - 41.3.1 the completed Withdrawal Form; and
 - 41.3.2 evidence that the Student is returning home/ leaving Australia.
- 41.4 Withdrawal applications to leave the School to enrol in another school need to include:
 - 41.4.1 the completed Withdrawal Form; and
 - 41.4.2 a letter of offer or COE and CAAW, if applicable, from the new CRICOS-registered school, or other provider, and ensure that there is no welfare gap.
- 41.5 If the Student withdraws from the School prior to completing six months of study to enrol with a different provider, the School will release the student:
 - 41.5.1 if the withdrawal application fulfils Course Transfer Policy requirements;
 - 41.5.2 where tuition and other fees are fully paid;
 - 41.5.3 where there is no risk that the Student's visa conditions will be breached; and
 - 41.5.4 where there is no welfare gap and the receiving school or other provider is CRICOS registered.
- 41.6 The withdrawal will be assessed within 14 days of receipt of a completed Withdrawal Form supplied with all necessary supporting documentation.

42. VISA BREACHES

- 42.1 The following circumstances constitute breach of visa conditions which can lead to cancellation of enrolment:
 - 42.1.1 if tuition fees are not paid by the due date specified on the invoice;
 - 42.1.2 if student attendance is less than 80 per cent of scheduled hours (unless compelling and compassionate circumstances apply, in which case the Student may drop to 70 per cent of scheduled hours);
 - 42.1.3 if the student fails to meet course progress as outlined in the Course Progress Policy; or

- 42.1.4 if a student fails to adhere to the Student Behaviour Rules.
- 42.2 Students who are found to be in breach of the above visa conditions will be issued with a Notice of Intention to Report.
- 42.3 The Notice of Intention to Report will outline the circumstances and actions already undertaken by the School, and what further actions may be taken. The notice also explains the School's intention to report to DHA.
- 42.4 Students have the right to appeal a Notice of Intention to Report within 20 working days from the date of issue.
- 42.5 Students who are unsuccessful with their internal appeal and who do not lodge an external appeal will be reported to DHA.
- 42.6 The School will maintain the Student's enrolment, and accommodation and welfare arrangements, while the internal appeals process is ongoing, unless extenuating circumstances exist relating to the welfare of the Student. The reporting of the Student to DHA will only occur after the appeals process has been completed.
- 42.7 Please see the Complaints and Appeals Policy in this Agreement for further information, including instructions on how to lodge a complaint or an appeal and information on external complaints and appeals.
- 42.8 Please note: Where the School has CAAW responsibilities for the Student under 18 years of age, those responsibilities will continue to apply after the Student has been reported to DHA until one of the following applies:
 - 42.8.1 the Student leaves Australia; or
 - 42.8.2 the Student has alternative welfare arrangements approved by another registered provider; or
 - 42.8.3 care of the Student by a Parent or nominated relative is approved by immigration.
- 42.9 If after 14 days no alternative welfare arrangements have been made, the School will cancel the CAAW and advise DHA that it is no longer to approve the Student's welfare arrangements.

43. REFUNDS

- 43.1 The School will provide a refund in the circumstances set out in the Overseas Students Refund Policy set out in the Schedule of this Agreement and in accordance with the obligations imposed on the School by the ESOS Act as applicable.
- 43.2 The following fees are not refundable (except where a student has been refused a student visa, see clause 45.3 below):
 - 43.2.1 Application Fee; and
 - 43.2.2 Enrolment Fee.
- 43.3 The School deducts a \$500 refund administration fee for processing refunds in case a student has been refused a student visa. The balance of the Application Fee and Enrolment Fee will be refunded to the Student in this case.
- 43.4 Where the \$500 refund administration fee is payable and the refund amount due is calculated at \$500 or less prior to charging the refund administration fee, no refund will be paid to the Student.
- 43.5 Fees for services paid to agents by Parents are not covered by the Overseas Student Refund Policy.
- 43.6 In the unlikely event that the School defaults and the course of study is no longer available, and the Student has pre-paid tuition fees, the School may offer the student a place in an alternative course at the School's

expense. If the alternative course is not accepted by the Student and they prefer a refund of any unspent fees, a refund will be paid within 14 days from receipt of the completed Refund Request Form and all necessary supporting documents.

- 43.7 Additionally, the TPS is an Australian Government initiative to assist overseas students whose education providers are unable to fully deliver their course of study. The TPS ensures that overseas students are able to complete their studies in another course or with another education provider, or receive a refund of unspent tuition fees. For more information see the TPS website: www.tps.gov.au.
- 43.8 The School will advise of the outcome of any refund request in writing and pay any refund due within four (4) weeks of receiving the completed Refund Request Form and all necessary supporting documents. The exception is in cases of provider default, where any refund due will be paid within 14 days of receiving the completed Refund Request Form and all necessary supporting documents. Failure to provide appropriate details or documentary evidence with a refund request may result in the refund being delayed.
- 43.9 Refunds are paid to the Student, or if the Student is aged under 18 years, the Parents or the Third Party Debtor nominated in the signed Notice of Acceptance.
- 43.10 Refunds are paid by electronic bank transfer.
- 43.11 All refunds are paid in Australian dollars and the School is not responsible for any foreign exchange losses.
- 43.12 The School may, in its discretion, amend the Overseas Student Refund Policy at any time and without notice. If the School amends the Overseas Student Refund Policy, all refund applications made on or after the date of the amendment will be assessed under the amended policy.

44. HOW TO APPLY FOR A REFUND

- 44.1 Refund requests must be submitted using the Refund Request Form available on the Student and Parent Portal under Overseas Students Policies and Procedures.
- 44.2 The completed Refund Request Form, and the necessary documentary evidence as outlined in the Refund Criteria Table, should be submitted to <u>AccountsSupport@ggs.vic.</u> edu.au.
- 44.3 Enquiries about the progress of a refund can be made to the Finance Team, by emailing <u>AccountsSupport@ggs.vic.</u> <u>edu.au</u>.

45. CHALLENGING A REFUND DECISION

- 45.1 Parents can appeal a refund decision if they believe the refund amount is incorrect or the Refund Policy has not been correctly applied.
- 45.2 Please see the Complaints and Appeals Policy in this document for further information, including instructions on how to lodge a complaint or an appeal and information on external complaints and appeals.

46. REFUND OF OVERSEAS STUDENT HEALTH COVER (OSHC)

46.1 Overseas students studying in Australia are required to have OSHC. When enrolling at the School, Students can opt to have the School organise their OSHC through Medibank Private.

- 46.2 Where a student has elected for the School to organise their OSHC through Medibank Private, and the Student has commenced, or the Student has not commenced but the fee has already been transferred to Medibank Private, the Student should contact Medibank Private by calling +61 3 9862 1095 or via email at <u>oshc@medibank.</u> <u>com.au</u> regarding their OSHC refund. The School will provide these details to the Student when confirmation of withdrawal or transfer from the School is requested by the Student.
- 46.3 If the Student has elected to use another healthcare provider for their OSHC needs, the Student should contact their provider directly with any queries regarding OSHC refunds.

47. COMPLAINTS AND APPEALS

- 47.1 The Overseas Students Complaints and Appeals Policy allows Students, Parents, schools and agents access to a process to lodge a complaint or appeal in respect of the services provided to overseas students seeking to enrol, enrolled, or previously enrolled at the School.
- 47.2 The Student may discuss any complaint or grievance with their classroom teacher, Head of House or Head of Unit in the first instance. If the dispute cannot be resolved informally between the Student and the School, an independent panel can be called upon to arbitrate.
- 47.3 The applicant's identity will be protected but may be reasonably required to be disclosed in order to progress the complaint or appeal, and may need to be disclosed by law. The School's Privacy Policy provides details about the use of personal information.
- 47.4 The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by the School. Please refer to <u>www.ombudsman.gov.au</u> for further information.
- 47.5 This Agreement and the right to make complaints and seek appeals of decisions and action under various processes does not remove the right of the Student to take action under Australia's consumer laws if the Australian Consumer Law applies.
- 47.6 Please refer to the School's Complaints and Appeals Policy available at <u>www.ggs.vic.edu.au</u> under the Overseas Students page of the Enrolments section for detailed guidance on the steps that can be taken in relation to a complaint or appeal.

48. AUSTRALIAN CONSUMER LAW

48.1 This 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.

49. NOTICE OF ACCEPTANCE

By signing this Notice of Acceptance you agree that:

- 1. you have read this Written Agreement and agree to be bound by it;
- 2. when signed by you, the *Written Agreement* will constitute a legally enforceable and binding contract between you and the School; and
- 3. you have read **Clause 20** of *this Written Agreement* and raised any concerns or objections regarding this clause in writing to the Admissions Manager and otherwise acknowledge that you consent to the collection, storage, disclosure and publication of sensitive information including images of the Student in accordance with *Clause 20*.

Name of Student		
Signatures – Can be signed in counterpart		
Signature of Parent/Guardian 1		Date
Name		
Signature of Parent/Guardian 2		Date
Name		
Fees and Sundry Expenses		
Please nominate below (tick the box) the signatories that are liable	e for payment of fees and su	ndries.
Parent/Guardian 1 Signature		Date
Parent/Guardian 2 Signature		Date
OR If a third party is to be solely liable for fees and sundries ple liable for payment of fees, sundry charges and interest in ac		, , , , , ,
Other Person(s) taking responsibility for payment of fees:		
Name		
Signature		Date
Relationship to Student Address		
	State	Postcode
Telephone	Email Address	

Student Consent to Collection and Storage of Biometric Data

The School requires the collection and the storage of the Student's biometric data to verify the Student's identity when checking in and out of the School's boarding houses in order to discharge its duty of care obligations. This biometric data is classified for privacy purposes as sensitive information and the School requires the consent of parents and of those Students over 15 years of age to collect and store this data. **By signing the Notice of Acceptance, the parents agree to the collection and storage of such biometric data.** If the Student is aged 15 years or over, the student must also sign where shown on the Notice of Acceptance to consent to the collection and storage of such biometric data.

I	confirm I am aged over 15 years and
consent to the collection and storage of my Biometric Data.	
Signature of Student	Date
School signing clause	
Signature of School Employee	Date
Name	

The School will provide a fully executed version of this Agreement to the Parents and third party debtor (if appliable). **Please note:** the Student, Parents and third party debtor (if applicable) are responsible for keeping a copy of this Written Agreement and receipts of any payment of tuition and non-tuition fees.

FOR STUDENTS AGED OVER 15 YEARS

1. APPLICABILITY OF BUSINESS NOTICES AND FEE SCHEDULE

- 1.1 These Business Notices and Fee Schedule apply to Overseas Students, enrolled at the School pursuant to a student visa.
- 1.2 Domestic students should refer to the Conditions of Entry and Business Notices and applicable Fee Schedule on the Enrolment page of the School's website: www.ggs. vic.edu.au.

2. TERMS AND CONDITIONS

- 2.1 The Student's enrolment at the School is subject to:
 - 2.1.1 this Written Agreement, provided to the Student upon enrolment; and
 - 2.1.2 these Business Notices and Fee Schedule included in the Written Agreement, approved by the School Council and published on the School's website under Enrolments.
- 2.2 Please note that the Business Notices and Fee Schedule and terms and conditions of the Written Agreement are subject to change from time to time. If applicable, Parents will be required to accept variations to the Business Notices and Fee Schedule and Written Agreement each year.

3. FEES

- 3.1 The School's fees comprise the following:
 - 3.1.1 Application and Enrolment Fees;
 - 3.1.2 Tuition Fees (charged one term in advance);
 - 3.1.3 Day, Weekly and Full Boarding Fees (charged one term in advance); and
 - 3.1.4 Non-Tuition Fees (for example uniform, music tuition, co-curricular activities).
- 3.2 Please be advised that fees may change throughout the duration of the Student's course. Notification about fee increases will be communicated to Parents and a variation made to this Agreement.

4. APPLICATION FEE AND ENROLMENT FEE

- 4.1 A non-refundable*, non-transferrable Application Fee of \$350.00 per student (day and boarding) is payable when an Online Application form is submitted to the School.
- 4.2 This fee must be paid before the application will be processed. A certified copy of the Applicant's Birth Certificate (or equivalent evidence of birth registration) or a certified copy of the Applicant's Passport must accompany the Application form.
- 4.3 After a place is offered, that place is secured by signing the Notice of Acceptance, and a non-refundable* Enrolment Fee of \$2,000.00 by a date nominated by the School, subject to the following conditions:
 - 4.3.1 provision of school reports satisfactory to the School in the year prior to admission to the School;
 - 4.3.2 payment of the Enrolment Fee by the date required for payment; and
 - 4.3.3 completion of the required enrolment documentation, including provision of a complete copy of the Written Agreement to the School.
- 4.4 * Please note that in the case a Student does not receive a student visa prior to commencement at the School, the Application Fee and Enrolment Fee will be refunded, save for the School will withhold an administration Fee of \$500.

- 4.5 Subject to the availability of places, it may be possible to bring forward or defer the offer of a place to Term 1 of the next year except for students enrolled for Year 8 who may not defer the offer of a place to a later year.
- 4.6 Only current Year 8 students of the School may automatically proceed to Year 9. Therefore it is not possible to defer a place for entry at Timbertop. Where a place is deferred, the student's latest school reports must still be provided in the year prior to admission to the School.
- 4.7 Where a place is accepted but is not subsequently taken up, the place and the Application Fee and Enrolment Fee shall be forfeited to the School.
- 4.8 Regardless of whether an application has been previously submitted, enrolment into Years 9 to 12 is subject to completion of a new online Application Form and is only possible in the year preceding entry. An Enrolment Fee will apply if a place is offered in Years 9 to 12.

5. BOND

5.1 From time to time the School may require a bond to be paid for entry at selected year levels at the School. Parents will be advised in writing by the School if this is required.

6. SIBLING DISCOUNTS

- 6.1 The School provides the following sibling discounts:
 - 6.1.1 a 20% discount for the third and subsequentStudents when all Students are full boarders andthree (3) or more Students are enrolled at the sametime (discount applies to youngest sibling).
 - 6.1.2 a 15% discount for the third and subsequent Students when three or more Students are enrolled together, but not all are boarders (discount applies to youngest sibling).

7. TIMBERTOP FEES FOR DAY STUDENTS

- 7.1 The extra expense of full boarding in the Timbertop year is significant for Parents normally paying day fees only. Parents may make application for payment of the difference between the day and boarding fee in Year 9 to be spread equally over Years 8, 9 and 10.
- 7.2 Applications to take advantage of this scheme must be lodged with the Admissions Office before 1 August each year when the Student is in Year 7 at the School.

8. FEES IN ADVANCE

8.1 The School cannot require Parents to pay more than 50 per cent of the course fees up front, unless the course is 25 weeks or less. However, Parents may opt to pay more than 50 per cent. Please contact the Admissions Team (admissions@ggs.vic.edu.au) if you wish to pay more than 50 per cent of the course fees up front prior to the Student commencing.

9. TUITION AND BOARDING FEES

- 9.1 Tuition and Boarding Fees are charged one term in advance.
- 9.2 The Tuition and Boarding Fees include Tuition; supervised study sessions; compulsory official external tests and exams; buses for official sport, activity and academic purposes; travel concession cards; library cards; all meals; laundry; dry-cleaning; House Assistant's medical supplies; and *The Corian* (the School's year book).
- 9.3 Tuition and Boarding Fees for Overseas Students in 2020 are listed in section 21 below.

10. HOMESTAY ADMINISTRATION FEE

- 10.1 If a Student is enrolled as a boarding student, they are required to have a School approved Homestay Provider where they can stay when not residing at the School.
- 10.2 The School charges a Homestay Administration Fee of \$250 per half year to:
 - 10.2.1 select and Child Safe screen nominated Homestay Providers; and
 - 10.2.2 undertake a comprehensive check of the accommodation arrangements on a biannual basis (6 monthly). This includes the associated travel costs.
- 10.3 The Homestay Administration Fee will be charged to the Student's account after each homestay inspection (a maximum of two inspections per year unless in case of approving emergency accommodation, there may be an additional charge).

11. HOMESTAY FEES

- 11.1 Where the Parents have elected for the School to take CAAW responsibility for the Student and organise homestay accommodation, any fees for the homestay accommodation must be paid directly by the Parent to the homestay provider.
- 11.2 Please note the homestay fee range of \$70 \$100 is an indication only based on the recommended per night costs. Please see the Accommodation and Welfare Policy section of this document for further details about homestay accommodation.

12. REFUND ADMINISTRATION FEE

- 12.1 The School deducts a \$500 refund administration fee for processing refunds in some instances.
- 12.2 The Refund Criteria Table in this document outlines which circumstances attract this fee.

13. COMPULSORY OVERSEAS STUDENT HEALTH COVER

- 13.1 All overseas students are required to hold valid Australian private health insurance for the duration of their course as a requirement of their student visa.
- 13.2 The School's preferred OSHC provider is Medibank Private, however a Student is able to choose any approved Australian Health Insurance Provider. For more detail about OSHC please see <u>www.studyinaustralia.gov.au/english/live-</u><u>in-australia/insurance</u>.
- 13.3 The approximate amount per year for OSHC is \$1,700 per year.

14. COMPULSORY ORIENTATION PROGRAM

- 14.1 Students in Years 5 to 12 must attend a compulsory3.5-day Orientation Program at the Corio Campus at the commencement of their course if they commence in January. The Program cost is approximately \$900.00.
- 14.2 If students commence at other times during the year, they will be provided with an individual orientation program.

15. LIVING COSTS

15.1 The Australian Government provides information about the basic annual living costs for students who wish to reside in Australia. Please see the following website for further information: https://www.studyinaustralia.gov.au/english/ live-in-australia/living-costs

16. OTHER INDICATIVE CHARGES

16.1 In addition to tuition and compulsory charges, 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 contained in section 22 below.

17. PAYMENT OPTIONS

- 17.1 Payment for fees can be made by:
 - 17.1.1 Cheque, made payable to Geelong Grammar School. Please forward all fee payments to the Fee Accounts Department, Main Office at the Corio Campus, 50 Biddlecombe Avenue, Corio, Victoria 3214 AU;
 - 17.1.2 Visa, Mastercard or American Express by telephoning +61 3 5273 9253. Credit Card payments will incur a merchant handling fee of 1% for American Express; 1.45% for Visa, Mastercard and International Debit Cards, and 0.7% for Domestic Debit Cards;
 - 17.1.3 Through any bank;

17.2 Details of the School's Fee Transfer Account are as follows:			
Bank:	Westpac Banking Corporation		
Address:	Cnr Moorabool & Malop Street, Geelong Victoria 3220, Australia		
Branch Number:	033 226		
Account Number:	248392		
Account Name:	Geelong Grammar School Fee Transfer Account		
Swift Code:	WPAC AU2S		

- 17.3 Please put the Student's name or the Member Identification Number (located on the top left-hand corner of the Tax Invoice). This information is also required for Netbank transfers.
- 17.4 Payment of School fees may also be made online via credit card. If you do not have access to the parent Portal on the School's website, please obtain your personal log in details by contacting support@ggs.vic.edu.au. Once you have obtained your personal log in details click on the "Portal login". Log in and select the My Child icon or Parent Resources link and follow the prompts for online fee payments. Alternatively, complete the details in the "Credit card payment by post" section and return a copy to the Fee Accounts Department, Main Office at the Corio Campus. If you encounter any problems, please contact our Fee Department (acountssupport@ggs.vic.edu.au) who will be able to assist you.

18. PAYMENT BY CASH

- 18.1 The School does not accept cash payments.
- 18.2 If you require further information regarding payment options please email <u>AccountsSupport@ggs.vic.edu.au</u>.

19. WITHDRAWAL AND LATE FEES

19.1 A minimum of one term's written notice is required to withdraw a student's enrolment from the School. This withdrawal notification must be provided in writing to the Admissions Manager (admissions@ggs.vic.edu.au). if the required notice is not provided, a late notice of withdrawal fee of 75% of the term's fees is payable.

20. LATE FEES

- 20.1 Unpaid fees and expenses shall accrue interest from the date of default in payment (or such other date as may be considered appropriate by the School) at the rate or rates determined by the School from time to time and an administration charge determined by the School may be charged, which the parents hereby consent to pay in full.
- 20.2 The parents agree to pay all costs incurred by the School in recovering or attempting to recover unpaid fees and interest including, but not limited to, legal costs and disbursements incurred by the School.
- 20.3 Failure to pay fees by the due date may also result in the expulsion of the student from the School and notification of the expulsion to DHA.

Overseas Students Bostock House Fee Schedule 2021

Please note the Fee Schedule is subject to annual review.

	ATTENDANCE	PER TERM*	PER YEAR
		\$	\$
Early Learning	2 days per week	2,015	8,060
Centre (3 & 4 year olds)	3 days per week	3,015	12,060
2 days pw minimum for 3 y/o	4 days per week	4,030	16,120
3 days pw minimum for 4 y/o	5 days per week	5,030	20,120
Prep		5,195	20,780
Years 1 - 3		6,550	26,200
Year 4		7,930	31,720
		*4 terms per year	

Before and	HOURS	FLAT RATE
After School Care		\$
Early Learning Centre	8.00am - 8.45am	17.80
Primary Students	8.00am - 8.30am	17.80
All Students	3.30pm - 4.30pm	17.80
	An additional flat rate of \$12.00 will apply for those students remaining after 4.30pm	

This includes: Various performances; compulsory excursions under \$50; subject levies; educational magazines and publications; miscellaneous activities (eg. sausage sizzles); buses for official sport, activity and academic purposes; visiting artists; and *The Corian*.

This does not include: Sundry expenses for individual items and expenses such as music lessons, instrument hire, additional tutoring, commuter buses, camps, booklists and items of a personal nature.

Overseas Students Toorak Campus Fee Schedule 2021

Please note the Fee Schedule is subject to annual review.

	ATTENDANCE	PER TERM*	PER YEAR
		\$	\$
Early Learning Centre (3 & 4 year olds)	5 days per week	6,500	26,000
Prep		7,825	31,300
Years 1 & 2	-	8,575	34,300
Years 3, 4, 5 & 6		8,810	35,240
		*4 terms per year	

This includes: Various performances; compulsory excursions under \$50; educational magazines and publications; class sets; musical instrument hire (for classroom use); library and laboratory materials; School diary; buses for official sport, activity and academic purposes; visiting artists; School magazine and *The Corian*.

This does not include: Sundry expenses for individual items and expenses such as music lessons, instrument hire, additional tutoring, commuter buses, camps, stationery packs, notebook computers and items of a personal nature.

Before School Care	After School Care	Refer to Camp Australia for price per child
(7.00am - 9.00am)	(3.15pm - 6.00pm)	r: 1300 105 343 w: www.campaustralia.com.au

Overseas Students Corio & Timbertop Fee Schedule 2021

Please note the Fee Schedule is subject to annual review.

MIDDLE SCHOOL YEARS 5, 6, 7 AND 8 - TUITION AND DAY, WEEKLY OR FULL BOARDING

This includes: Tuition; supervised study sessions; compulsory official external tests and exams; buses for official sport, activity and academic purposes; travel concession cards; library cards; all meals; laundry; dry-cleaning; House Assistant's medical supplies; and *The Corian*.

This does not include: Sundry expenses for individual items and expenses such as music lessons, instrument hire, additional tutoring, commuter buses, School diary, camps, booklists, notebook computers, software, medical expenses and supplies that cannot be supplied by the house assistant and items of a personal nature.



TIMBERTOP YEAR 9 - TUITION AND FULL BOARDING

This includes: Tuition; study sessions; compulsory official external tests and exams; buses for official sport, activity and academic purposes; canoeing and cross-country skiing; all meals; laundry; film outings; School magazine and photo; Unit newspapers; and *The Corian.*

This does not include: Sundry expenses for individual items and expenses such as music lessons, instrument hire, commuter buses, School diary, additional tutoring, skiing, booklists, software and items of a personal nature.

YEAR LEVEL	PER TERM*	PER YEAR
9	20,730 + 155.00 GST	82,920 + 620.00 GST

SENIOR SCHOOL YEARS 10, 11 AND 12 - TUITION AND DAY OR FULL BOARDING

This includes: Tuition; supervised study sessions; compulsory official external tests and exams; buses for official sport, activity and academic purposes; travel concession cards; library cards; all meals; laundry; dry-cleaning; House Assistant's medical supplies; film society nights; house newspapers; and The Corian.

This does not include: Sundry expenses for individual items and expenses such as music lessons, instrument hire, additional tutoring, commuter buses, School diary, camps, booklists, notebook computers, software, International Baccalaureate (IB) charges, medical expenses and supplies that cannot be supplied by the house assistant and items of a personal nature.

DAY BOARDER				
YEAR LEVEL	PER TERM* PER YEAR			
		\$		
10-12	11,495 + 73.00 GST	45,980 + 292.00 GST		
	*4 terms per year			

FULL BOARDER

YEAR LEVEL	PER TERM*	PER YEAR	
10-12	20,730 + 155.00 GST	82,920 + 620.00 GST	
	*4 terms per year		

22. INDICATIVE NON-TUITION FEES

22.1 Please note these costs are indicative only. Items not marked 'Optional' are compulsory items. This table does not include flights to and from Australia, accommodation for parents in Australia or travel insurance.

Corio Campus (Middle School, Years 5 – 8)	
Compulsory orientation program for Years 5-12 entering Corio or Timbertop (attendance only required in the year the student commences)	\$900
Uniform (boarder) (not including sport or optional items. Prices will be reduced if pre-loved clothing is purchased)	\$1,700 - \$1,800 (per year)
Uniform (day student) (not including sport or optional items. Prices will be reduced if pre-loved clothing is purchased)	4 \$900 - \$1,200 (per year)
Camps (Year 5-7)	\$800 - \$1000 (per year)
Camps (Year 8)	\$1,500 per year (2 camps)
Booklist / stationery items	\$400 - \$1,200 (per year)
Chemist charges	\$200 per term
Exeat weekend travel costs	\$400 (3 per year)
Gull Airport transit bus	\$300 (per year, optional)
House outings	\$150 (per term)
Middle School activities	\$800 per year
General items for boarders (bed linen, casual clothes, personal items)	\$550 (per year)
Music lessons (per instrument)	\$450 (per term, optional)
Laptop computer	\$2,000 (once off charge unless a new computer is required)
Laptop computer rental (available to current Year 8 students only)	\$750 (per year)
Plays/theatre outings	\$200 (per year)
School / House / Sport photos	\$200 (per year, optional)
Sport activity	\$200 (per term)
Snow sports	\$1,000 (per year, optional)
Taxis, milk/orange juice in boarding house, postage	\$300 (per term, optional)

Corio Campus (Senior School, Year 10 – 12)	
Compulsory orientation program for Years 5-12 entering Corio or Timbertop (attendance only required in the year the student commences)	\$900
Uniform (not including sport or optional items. Prices will be reduced if pre-loved clothing is purchased)	\$900 - \$2,800 (per year)
Uniform shop (additional personal items)	\$200 (per year, optional)
Booklist / stationery items	\$400 - \$1,200 per year
VCAA Fee (Year 11 and 12 students, and Year 10 students undertaking Year 11 subjects)	\$75 - \$458 per subject depending on year level of student
Third party education provider charges (optional - for example language or music subjects not offered by the School)	\$1,395 (per year, optional)
Chemist charges	\$800 (per year, optional)
Boarding House outings	\$200 (per year)
Exeat weekend travel costs	up to \$1,000 (3 compulsory exeats per year, others on request)
General items for boarders (bed linen, casual clothes, personal items)	\$550 (per year)
Gull Airport Transit Bus	\$200 (per year, optional)
Music lessons (per instrument)	\$200 - \$300 per term
Laptop Computer	\$2,000 (optional once off charge unless new computer is required. Students can bring their own device)
Senior School activity	\$800 (per year)
Music lessons (per instrument)	\$2,000 (per year, optional)
Plays/theatre outings	\$400.00 (per year)
Sport activity	\$800 (per year)

School/House sports photos	\$400 (per year, optional)
Snowsports	\$500.00 (per term, optional)
Miscellaneous (taxis/milk/orange juice in boarding house/postage charges)	\$700.00 (per year, optional)

Timbertop Campus (Year 9)	
Compulsory orientation program for Years 5-12 entering Corio or Timbertop (attendance only required in the year the student commences)	\$900
Art kit	\$150 per year
Bus – start/end of term	\$80 per term
Chemist charges	\$100 (per term, optional)
Exeat weekend travel costs (3 per year)	\$150
Gull Airport transit bus	\$300 (per year, optional)
Hair cut, drying cleaning, postage, tuck (additional snack food)	\$100 (per term, optional)
Initial hike gear / booklist (some pre-loved items may be available at a reduced rate)	\$3,000 - \$3,500 per year
General items for boarders (bed linen, casual clothes, personal items)	\$550 (per year)
Music lessons (per instrument)	\$450 (optional, per term)
Ski program	\$1,000 (per year)
Technology levy	\$340 (per year)
School Uniform (for Chapel once per week) (these prices do not include sport or optional items. Prices are reduced if pre-loved clothing is purchased)	\$350 - \$450 (if student does not have uniform from Corio Campus)

Toorak Campus (ELC to Year 6)	
Class Camps (Year 2 to 4)	\$100-\$750 per year
Class Camp (Year 5)	\$1,075
Canberra Excursion (Year 6)	\$1,200
Music Lessons (optional, Year 1 to Year 6)	\$400 per term
Stationery pack (Year 1 to Year 6)	\$150 - \$200 per year
Laptop Computer (Year 5 and Year 6)	Two-year purchase agreement \$1,950
School Uniform (Year 1 to Year 6)	\$2,000 per year (reduced if students purchase pre-loved clothing)

Bostock House (ELC to Year 4)	
Class Camps (Year 3 and Year 4)	\$400 - \$450 per year
Music Lessons (optional)	\$450 per term
Booklist items	\$200 - \$250 per year
School Uniform	\$1,100 - \$1,200 per year (reduced if students purchase pre-loved clothing)
Commuter Buses (optional) (Prep-Year 4)	\$400 - \$600 per term

Refund Criteria

Circumstance	Evidence Required	Pre-commencement Refund	Post Commencement Refund	Timeline
Student Default				
Student has received a Confirmation of Enrolment (CoE) but is refused a visa to enter Australia	Letter of visa refusal from the Department of Home Affairs	Full refund of all fees paid less 5 per cent of the total fees received (excluding OSHC) or \$500, whichever is the lesser amount	Not applicable	4 weeks
Student withdraws any time during the term after commencing	Completed Withdrawal Form AND If transferring to another provider, a copy of CoE/ offer letter from CRICOS registered provider who accepts appropriate accommodation and welfare responsibility OR If returning home, a copy of the flight ticket	Not applicable	No refund for current term Refund of any future unspent tuition fees paid less the application and enrolment fee AND liquidated damages if a term's notice is not given to the School (75% of fees as published by the School for the term the student was due to commence)	4 weeks
Student withdraws application for any reason before a CoE is issued	Cancellation letter from the School	Full refund of tuition fees paid less the application and enrolment fee	Not applicable	4 weeks
Student has received a CoE but does not proceed with visa, cancels their course or fails to commence	Cancellation letter from the School	Full refund of tuition fees paid less the application and enrolment fee	Not applicable	4 weeks
DHA cancels the student's visa for any reason, other than provider default	Letter of cancellation from DHA	Full refund of tuition fees paid less the application and enrolment fee	Not applicable	4 weeks
The School cancels the student's enrolment due to breaching the Overseas Students Course Progress and Attendance Policy	Cancellation letter from the School	Not applicable	No refund for current term. Full refund of any future tuition fees paid less the application and enrolment fee	4 weeks
The School cancels the student's enrolment due to misbehaviour of the student	Cancellation letter from the School	Not applicable	No refund for current term. Full refund of any future tuition fees paid less the application and enrolment fee	4 weeks
Student commences, defers study and fails to recommence	Completed Withdrawal Form	Not applicable	Refund of any future tuition fees paid less the application and enrolment fee AND liquidated damages if a term's notice is not given to the School (75% of fees as published by the School for the term the student was due to commence)	4 weeks
Provider Default				
School cancels student's enrolment before the start of a course due to provider default and the student has not already cancelled enrolment	Cancellation letter from the School	Full refund of fees paid	Not applicable	14 days
School is unable to continue to deliver the course once the student has commenced due to provider default and the student has not already withdrawn	Cancellation letter from the School	Not applicable	Refund of all unused tuition fees paid calculated from the date of cancellation	14 days