



# GEELONG GRAMMAR SCHOOL | OVERSEAS STUDENT PROGRAMME

## Formalisation of Enrolment and Written Agreements Policy

---

### 1. Scope and Purpose

- 1.1 This Policy describes how the School will comply with Standard 3 of the National Code.

### 2. Policy Statement

- 2.1 The School will consider enrolment applications from Students wishing to apply for a student visa, subject to:
- 2.1.1 compliance with minimum requirements and conditions set by the School;
  - 2.1.2 legislative requirements of the State of Victoria and the Commonwealth of Australia; and
  - 2.1.3 any requirements to undertake extra tuition to learn English to meet the English language proficiency standard needed to enter mainstream classes.

### 3. Application Process

- 3.1 Applications for enrolment must be made via submission of the School's Application Form available on the School's website. This must be correctly completed, and must be accompanied by the following documents to support the application:
- 3.1.1 copies of the prospective Student's reports from the previous 2 years of study, including a copy of the Student's most current report;
  - 3.1.2 written evidence of proficiency in English as a second language;
  - 3.1.3 certified copy of passport with name, photo identification, passport number and expiry date; and
  - 3.1.4 applicable application fee.
- 3.2 If the above documents are not in English, certified translations in English are required.
- 3.3 An application for enrolment will only be processed when all of the above have been received by the School.
- 3.4 Applications from Overseas Students are processed according to established policy and procedures and are dealt with on their merits.

### 4. Enrolment information

- 4.1 Parents or legal guardians of prospective Overseas Students must fully complete and sign the School Application Form. They must have access to the template Written Agreement and current Fee Schedules. These documents are available on the School website.
- 4.2 The template Written Agreement includes information on the following:
- 4.2.1 course money;
  - 4.2.2 refund policy including information about the role of the Tuition Protection Service in the event of a School default;
  - 4.2.3 Student's accommodation, support and general welfare;
  - 4.2.4 Students who live with a suitable relative in Australia;
  - 4.2.5 parent nominated guardian, exeat leave and holidays;
  - 4.2.6 attendance and satisfactory progress;
  - 4.2.7 deferring, suspending or cancelling enrolment;
  - 4.2.8 change in visa status;
  - 4.2.9 the circumstances in which the School will share the Student's personal information with designated government authorities;
  - 4.2.10 the parent's responsibility to notify the School of any change in their residential address and contact details;
  - 4.2.11 Student official point of contact;
  - 4.2.12 complaints;
  - 4.2.13 consumer protection; and
  - 4.2.14 definitions used.

### 5. Letter of Offer

- 5.1 A letter of Offer will be made to prospective Students who meet the School's requirements.
- 5.2 The School will not request more than 50% of the Student's total tuition fees for a course before the Student has begun the course, and if offering the option to pay more than 50% of course tuition fees upfront, ensure there is evidence of choice in taking up this option in the Student's written agreement.
- 5.3 Letters of offer made to Students are used to support Student visa applications and must contain the information in the table below.



Information the letter must contain	Type of information
Course fees	The amount for the entire course. This is calculated by aggregating the highest estimate per semester.
Course duration	Include start date, end date and length of the course.
Course description	The CRICOS code and name of the course.
Education provider code	The CRICOS code for the provider of the course.
Conditional offer of a place if applicable	Specifications of the conditions if any

## 6. Written Agreements

- 6.1 The School's written agreement with overseas Students must:
- 6.1.1 be in plain English and meet requirements of ESOS Act as well as National Code Standard 3, and be consistent with The Australian Consumer Law;
  - 6.1.2 capture all necessary contact details and information required about an accepted Student;
  - 6.1.3 be signed or otherwise accepted by the Student / parent(s) / legal guardian(s) if Student is under 18 years, concurrently with or prior to accepting payment of tuition fees or non-tuition fees.
  - 6.1.4 outline the course of study in which the Student is to be enrolled, including CRICOS course code, course location, expected course start date and modes of study;
  - 6.1.5 outline any prerequisites necessary to enter the course or courses, including English language requirements;
  - 6.1.6 identify any conditions on enrolment/ preliminary requirements;
  - 6.1.7 provide an itemised list of tuition and non-tuition fees payable for the Student, periods to which tuition fees relate and payment options, including the option to pay >50% of tuition fees before a course commences;
  - 6.1.8 list circumstances in which other non-tuition or additional fees may apply – for example, to defer studies, have study outcomes reassessed, late payment fee, bank transfer fees;
  - 6.1.9 include the school's refund policy which provides information in relation to refunds of fees paid;
  - 6.1.10 include the amounts that may or may not be repaid to the Overseas Student (including any tuition and non-tuition fees collected by education agents on behalf of the School);
  - 6.1.11 including the processes for claiming a refund including the refund requirements that apply if the Student defaults in relation to a course at a location;
  - 6.1.12 include the process for claiming a refund in the event of a School default, including a plain English explanation of the role of the Tuition Protection Service, which is to assist Overseas Students whose education providers are unable to fully deliver their course of study;
  - 6.1.13 specify the person(s) (other than the Overseas Student) who can receive a refund in respect of the Overseas Student identified in the Written Agreement;
  - 6.1.14 include the statement: *"This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies"*;
  - 6.1.15 set out the circumstances in which personal information about the Student may be disclosed by the registered provider, the Commonwealth including the Tuition Protection Service, or state or territory agencies, in accordance with the *Privacy Act 1988* (Cth);
  - 6.1.16 outline the school's internal and external complaints and appeals processes;
  - 6.1.17 state that the Student is responsible for keeping a copy of the written agreement as supplied by the school, and receipts of any payments of tuition fees or non-tuition fees;
  - 6.1.18 only use links to provide supplementary materials;
  - 6.1.19 advise current contact details of Student, parent (s), emergency contact and any approved relative providing welfare arrangements will have to be confirmed at least every 6 months;
  - 6.1.20 include a requirement that the Overseas Student must notify the School of his or her contact details including their current residential address, mobile number (if any) and email address (if any) and any changes to those details within seven (7) days of the change; and
  - 6.1.21 align with details entered into PRISMS at time of creating CoE.
- 6.2 The School will sign a copy of the Written Agreement when all documentation is provided and signed by the Student, Parents (if the Student is under 18) and third party debtor if applicable. The School will provide a fully executed version of the Written Agreement to the Student, Parent (if the Student is under 18 years) and third party debtor if applicable, and save a copy of the Written Agreement on the Student's file.
- 6.3 The School will retain records of all written agreements as well as receipts of payments made by Students under the written agreement for at least 2 years after the person ceases to be an accepted Student.
- 6.4 The School may request permission to check the Student's visa status and entitlements online via VEVO for duration of enrolment.



- 6.5 The School may, in the event of a significant or critical welfare issue with a Student, if determined necessary by the School, require that a parent or approved relative will travel to the School to assume care of the Student until the situation has been resolved to the school's satisfaction.

#### 7. Definitions

CoE	means Confirmation of Enrolment
ESOS Act	Means the Education Services for Overseas Students Act 2000
National Code	Means the National Code of Practice for Providers of Education and Training to Overseas Students 2018
PRISMS	Means Provider Registration and International Student Management System, the Department of Education database for administering the ESOS Act
the School	means Geelong Grammar School
TPS	means Tuition Protection Service
VEVO	means Visa entitlement verification online system

#### 8. Review and Circulation

Responsible Department	<input type="checkbox"/> Safeguarding and Legal Services
Version	3.2
Approved by	<input checked="" type="checkbox"/> Executive Director, Safeguarding and Legal Services
Effective Date	14 November 2023
Review Date	14 November 2024
Location	<input checked="" type="checkbox"/> School wide
Audience	<input type="checkbox"/> School Community