

Overseas Student Additional Terms and Conditions of Enrolment

This document sets out Additional Terms and Conditions of Enrolment for Overseas Students (full fee-paying) enrolled at Alphington Grammar School ('School'). The School reserves the right to vary and amend these terms and conditions from time to time. Notice of changes will be provided to Parents. Defined terms in these Overseas Student Additional Terms and Conditions have the same meaning as in the Terms and Conditions of Enrolment.

1. Dates:

- 1.1. Alphington Grammar School's teaching periods are split into two semesters and four terms a year. Specific term calendar dates are available on our website.
- 1.2. Students must return to Melbourne before the start of each term, so students are ready to attend school from day one of each term. Flights booked out of Melbourne must be for after the last day of each term. Bookings for flights home at the end of the year must be after completion of the VCE Orientation Period.

2. Entry Requirements and Progression:

- 2.1. Prior to commencing studies in Australia, students must complete an AEAS test. AEAS testing tests reading, comprehension skills, vocabulary and spelling, ability to construct a written essay, and listening and speaking ability.
- 2.2. The School has minimum AEAS requirements for students who do not have English as a first language. These requirements are:
 - Prep-Year 3: No test upon entry to the school is required. However, an interview with the Head of School is required to determine Language Proficiency.
 - Years 4-6: AEAS Score: 46+ To proceed from Year 6 into Year 7, the minimum standard of achievement must be met and students must obtain a test average of 60%.
 - Year 7-10: AEAS Score: 70+
 - Year 11: The School does not offer student entry into Year 11.
 - Year 12: The School does not offer student entry into Year 12.
- 2.3. Enrolment can only be processed after the results of the AEAS test have been provided to the School.
- 2.4. Alphington Grammar School issues Certificates of Enrolment at the School to students who satisfy requirements of course entry (refer to attached Academic Progression Policy).
- 2.5. Students must hold and provide to the School a valid Student or Business Visa, before the commencement of their study period. The School does not accept students for full-time study who are entering the country on a Tourist Visa.
- 2.6. Students are required to meet all conditions specified in their student visa issued by the Department of Home Affairs (DHA). A copy of the visa is required to be supplied to the School as a condition of enrolment.
- 2.7. By accepting an offer of enrolment, the Applicants authorise the School to check visa entitlements electronically via the Department of Home Affairs VISA Entitlement Verification Online System (VEVO), for the duration of the Student's enrolment at the School.
- 2.8. By accepting an offer of enrolment, students and/or their Parent(s)/Parent Liaisons accept responsibility for keeping a copy of all written agreements as provided by the School, and receipts for any payment of tuition fees and non-tuition fees made to the School.

3. Fees:

3.1. Tuition fees are charged in advance and are invoiced upfront for a year. Accounts not paid by the due date will incur a late fee. Fees and charges for Overseas Students are published on the Alphington Grammar School website and may change from year to year and may be subject to revision during the year.

3.2. Additional non-tuition fees and charges may be payable, for example:

- Application and Enrolment Fees
- Study outcomes reassessment fees
- Study deferral fees
- Optional music instrumental fees or bus fees
- Late payment of tuition fees

Refer to Alphington Grammar's Terms and Conditions of Enrolment and Fee Schedule for further details.

3.3. Additional costs apply for:

- Uniforms
- Books and stationery included in the year level booklists
- Accommodation
- Transport to and from school
- Any courses or optional programs taken outside of the School

3.4. Any tuition fees paid in advance are covered by the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government to assist Overseas Students whose education providers are unable to fully deliver their course of study. The TPS ensure Overseas Students can either:

- complete their studies in another course or with another education provider; or
- receive a full refund of their unspent fees.

4. Overseas Student Health Cover (OSHC)

4.1. All Overseas Students must be covered by Overseas Student Health Cover prior to their arrival in Australia. Students should not enter Australia before their OSHC commences.

4.2. The School arranges OSHC with the School's preferred provider to assist with enrolment requirements. Cover must be held for the Student's entire enrolment period at the School. If Parents want to arrange OSHC directly with their own provider, this must be done in consultation with the School's Registrar.

4.3. The School must be advised if there is a change to the date of arrival to enable OSHC to be extended. The cost of the premium is allocated to the Student's account.

5. Change of Visa status for the Student

5.1. If a student changes Visa status (e.g. becomes a temporary or permanent resident, Parent (S) may request a change from International Full Fee Tuition Fees to Local Tuition Fees. Fee status will be updated on receipt of a copy of the visa and a credit will be issued provided notification is received in advance of the Australian Government Census date for Non-Government Schools (first Friday in August each year).

6. Travel and Living in Melbourne:

6.1. It is important that you are fully prepared financially for life in Melbourne and have sufficient funds for the duration of your study in Melbourne. For details regarding the cost of living in Melbourne please visit the following links:

- <https://www.studyaustralia.gov.au/en/life-in-australia/living-and-education-costs>

- <https://www.expatistan.com/cost-of-living/melbourne>
- <https://alphington.vic.edu.au/enrolment/international-enrolment/>

- 6.2. Alphington Grammar School does not offer online, distance or virtual education as a standard mode of delivery. Online learning with Victorian School of Languages (VSL) may only be approved in exceptional circumstances where a student's course cannot reasonably be accommodated due to subject clashes, or in the unlikely event that the School does not offer a particular subject.

7. Notification of Contact Information:

- 7.1. Whilst in Australia, Overseas Students studying at the Alphington Grammar School must notify the School of their contact details including:
- Current residential address, including changes to homestay address
 - Mobile number (if any) and
 - E-mail address
 - Who to contact in an emergency or changes to welfare arrangements
- 7.2. Parents are obliged to inform the School of any change to those details within seven days of the change.

8. Homestay/Parent Liaison Arrangements:

- 8.1. You must complete and sign the attached Accommodation/Homestay/Parent Liaison form for us to assess whether a Confirmation of Appropriate Accommodation and Welfare (CAAW) document must be issued as part of the student's visa application. It is preferred that you complete your studies at Alphington Grammar School while living with a Department of Home Affairs approved relative. You must apply to the Department of Home Affairs, and in this case, no CAAW will be issued. If the Parent Liaison is a relative/family friend, an application must be made to the Department of Home Affairs for a Student Guardian Visa, and in this case, no CAAW will be issued.
- 8.2. You must reside in your approved accommodation for the entire duration of your enrolment at Alphington Grammar School, regardless of age.
- 8.3. You are required to apply directly for approved accommodation via the website of the nominated company, and this information must be made available to the School no later than one week prior to commencement.
- 8.4. Alphington Grammar School will only release the CoE and CAAW upon receipt of confirmation of an application for approved accommodation and welfare services and payment of course fees.
- 8.5. When Alphington Grammar School issues a CAAW letter accepting responsibility for approving the accommodation, support and general welfare arrangements of a student who is under the age of 18 years, the School will not delegate, outsource or contract out that responsibility.
- 8.6. The School will find Homestay accommodation via our approved Homestay provider:
- Australian Homestay Network (AHN)
+61 3 9458 9000
www.homestaynetwork.org

9. Attendance Requirements:

A requirement for continued enrolment at Alphington Grammar School is students must attend at least 90% of classes and 93% in VCE. Student attendances are recorded daily. Secondary School attendance is recorded at the beginning of each period. Primary School attendance is recorded at the beginning and end of each day. Students arriving to school late must sign in at the Front Office, otherwise,

students are marked as absent. Late arrivals recorded by the Front Office are included in attendance rate calculations. For more information about the implications of breaching our attendance requirements, refer to the attached Overseas Student Attendance Policy.

10. Cancellation of Enrolment and Refunds:

- 10.1. If a Student's VISA application is refused by the Department of Home Affairs and the Student cannot undertake the course, the School will refund any unspent course fees where written notice is provided and evidence that the application made by the Student for a Student Visa has been refused by the Australian Immigration authorities.
- 10.2. If, for any reason, the School is unable to offer a course on an agreed starting date for the course and the Student for some reason cannot be placed or refuses placement in an alternative course arranged by the School, a full refund of any unspent course fees will be made.
- 10.3. If, for any reason, the School is unable to continue offering a course after the Student commences the course, and the Student for some reason cannot be placed, or refuses placement in an alternative course arranged by the School, a full refund of any unspent course fees will be made. Exception to this will apply in accordance with Section 47D (5) of the Education Services of Overseas Student Act (2000).
- 10.4. If the School is unable to fulfil its obligations of providing an agreeable alternative course date for the Student, or a refund, the Student and her Parent(s)/legal guardian(s) will receive advice to seek assistance from the Australian Government's Tuition Protection Service. For information on the TPS see: <https://www.education.gov.au/tps>
- 10.5. If a Student is withdrawn from enrolment before commencement at the School then the School will refund fees paid as follows:
 - Less than 30 days receipt of notice before the commencement of the school year – 25% refund;
 - 31-60 days receipt of notice before the commencement of the school year – 50% refund;
 - 61+ days receipt of notice before the commencement of the school year – 75% refund.
- 10.6. No refund of fees paid for that year or waiver of any fees outstanding will be made if a student is withdrawn or absent for any reason from the School during the year without the required notice and without a reason which is acceptable to the School.
- 10.7. A Student is in default if any of the following circumstances apply, and no refunds will be given:
 - the Student does not start at the School on the agreed starting day of a course (and has not previously been withdrawn);
 - the student withdraws from the course (either before or after the agreed starting day) in which case Clause 11 applies (refer to Terms and Conditions of Enrolments);
 - the student fails to pay an amount they are liable to pay to the School, directly or indirectly, in order to undertake the course;
 - the student breached a condition of their student visa; and
 - if the School deems student behaviour to be unacceptable
- 10.8. If a student is withdrawn at the insistence of the School (refer to AGS Terms and conditions of Enrolment Clause 15.4) the parents/legal guardians are liable for all school fees and charges. No fees paid for that year will be refunded or waived.
- 10.9. A refund of Overseas Student Health Cover (OSHC), which has been paid by the School on behalf of the Student, can be obtained by applying directly to the

Overseas Health Cover Insurance Provider.

- 10.10. The School will not refund any service fees a parent/legal guardian pays directly to a third party.
- 10.11. Any refunds due will only be paid to the parent/legal guardian of the Overseas Student.
- 10.12. Application to claim a refund must be made in writing to the School Business Manager via e-mail bm@ags.vic.edu.au and include the student's name, the reason for the refund request and any supporting documentation. The School will assess the application and advise the applicant in writing of the outcome. Approved refunds will be paid to the parent/legal guardian within 28 days of:
- receipt of a completed written refund application (where applicable); or
 - the School becoming aware that the student is entitled to a refund under the ESOS Act.

11. Appeals and Complaints:

- 11.1. Alphington Grammar School is committed to providing a superior standard of pastoral care to our Overseas Students, and we advise our Overseas Students that there are services available to them should they wish to make a formal complaint or appeal a decision made in regard to their student at Alphington Grammar School. Students, Parents and Parent Liaisons should be aware of the Overseas Student Complaints Handling Policy which can be found within the documents included in this letter of offer.
- 11.2. These terms and conditions, and the availability of the complaints and appeals processes, does not remove the right of a Student to take action under Australian consumer protection laws.

12. ESOS Statement:

- 12.1. Alphington Grammar School is governed by the regulations and guidelines of The Education Services for Overseas Students Act (2000) (The 'ESOS Act') and the National Code 2018. For more information visit: <https://www.education.gov.au/esos-framework>

13. Information Collection

- 13.1. Information is collected during student enrolment in order to meet our obligations under the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, The Education Services for Overseas Students Regulations 2019 and the National Code 2018.
- 13.2. The school maintains accurate and up-to-date records relating to each overseas student including:
- Course progress records
 - Academic and assessment records
 - Intervention strategies and plans
 - Meeting notes and interview
 - Communication with students and their parent(s)/legal guardian(s) or nominated support person
- Records of each overseas student's course progress and assessment outcomes are maintained throughout the student's enrolment, kept up-to-date, verified every six months (February and August), and retained for a minimum of two years after the student ceases enrolment. All records are stored securely and are available for audit reviews and inspection as required under the ESOS legislative framework.
- 13.3. Information collected about students during their enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund



- Manager. In other instances, information collected during enrolment can be disclosed without Parent consent where authorised or required by law.
- 13.4. The School will update its records accordingly, complete the Overseas Student Six-Month Verification Register and retain documentation of the verification process as part of the student's enrolment record.