

CRICOS: 01376D

## BUSINESS REGULATIONS FOR INTERNATIONAL STUDENTS

### 1. Application for Enrolment

- 1.1 The School enrolls overseas students at all levels.
- 1.2 Applications must be made on the School's official application form. Both parents / guardians of the student must sign this form.
- 1.3 An Extract of Birth Certificate (or similar documentary evidence of date of birth), Certified copy of School Reports and copy of Passport must accompany each application.
- 1.4 While application is a pre-requisite to admission, it is not a guarantee of admission and the School reserves the right to offer a place to any applicant irrespective of date of application.

### 2. Admission

- 2.1 Admission to the School is conditional upon the Head of School being satisfied as to the suitability of the student and that the student achieves a satisfactory standard of English via an English Proficiency test as stated by the school.
- 2.2 The offer of a place may be made only after the applicant has attended an interview and the School has received and approved the student's last official report from their previous school.
- 2.3 Enrolment is for a minimum period of one calendar year which only be terminated at the end of a school year. The School reserves the right to withdraw a student earlier in accordance with clause 9.1
- 2.4 As a condition of admission, any student entering the School at the beginning of a year, a sum equivalent to the full amount of Annual Tuition Fees will be payable in advance pursuant to the offer of a place being made by such a date as is notified in writing by the School. The making of this payment is also a condition for the issue of a **Confirmation of Enrolment or Letter of Offer**.
- 2.5 Any amount paid under 2.4 will be credited to the initial account as "Fees in Advance". Should there be an increase in fees between making such a payment and the admission of the student to the School, the amount representing the difference will be billed for payment.

### 3. Cancellation of Enrolment

- 3.1 If the advance fee payment has been made and the student is unable to attend the School as a result of an unsuccessful visa application, the School will refund the total fees less an amount of the lesser of 5% or \$500.00. Evidence of the visa application
- 3.2 If the School refuses to provide or continue providing the course to the student must be provided to the School.  
*Exception to this will apply in accordance with Section 47D (5) of the "Education Services for Overseas Student Act 2000".*
- 3.3 Should the student be subsequently withdrawn from enrolment before the student commences at the school then the refund of fees paid will be refunded 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*
- 3.4 No refund of fees paid for that year or waiver of any fees outstanding will be made if a student is withdrawn from the School during a year without the required notice (**see Clause 13.1**) and without a reason that is acceptable to the School or is absent for any reason.
- 3.5 If a student is withdrawn at the insistence of the School (**see Clause 9.1**), the parents/guardians are liable for all School Fees and charges. No fees paid for that year will be refunded or waived.
- 3.6 If an overseas student or intending overseas student **defaults**, in relation to:
- a. a course starts at the School on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
  - b. the student withdraws from the course (either before or after the agreed starting day then Clause 3.2 applies.
- 3.7 because of one or more of the following events:
- (i) the student failed to pay an amount he or she was liable to pay the School, directly or indirectly, in order to undertake the course;
  - (ii) the student breached a condition of his or her student visa;
  - (iii) misbehavior by the student.

### 4. Refund under Clause 47D Education Services for Overseas Students Act 2000

- 4.1 If the overseas student or intending overseas student does not default in relation to a course at the School but the student does not start that course because the School has defaulted in relation to providing the course  
Amount of refund of tuition fees will be calculated as follows: refund amount = weekly tuition fee × weeks in default period

## **5. Tuition Fees & Accounts**

- 5.1 The School publishes an Annual Tuition Fee, which is advised in advance. The Annual Tuition Fee may be subject to revision during the year.
- 5.2 Tuition Fees for overseas students must be paid in advance not less frequently and annually. Provision is available for the prepayment of tuition fees for a period longer than twelve months. Enquiries regarding this facility should be directed to the School Business Manager.
- 5.3 All fees and charges requested by the School are payable by the parents/guardians of an enrolled student within fourteen (14) days of rendering the accounts.
- 5.4 Accounts not paid by the due date will be charged a Late Fee at the current rate per student.
- 5.5 The School reserves the right to refuse a student permission to enter a School Year while any part of the fees or charges for the previous quarter is outstanding, unless parents/guardians obtain a formal agreement from the School's Business Manager.
- 5.6 As a condition of admission, any student entering the School in the course of a year will be charged tuition fees on a pro rata basis for the year. However, a sum of money equal to the full amount of the Annual Tuition Fee will still be payable in advance. This amount will be credited to account as fees in advance, pursuant to an offer of a place being made by such a date as notified in writing by the School. The making of this payment is also a condition for the issue of a Confirmation Letter or Letter of Offer.
- 5.7 Any Credit Card, Direct Debit or Cheque payment that is declined by the bank, for any reason, will attract an administration fee of \$75.
- 5.8 If any student is on a student visa and is enrolled at Alphington Grammar School and the school fees have not been paid; the matter can be referred to the Department of Home Affairs. The Department may then cancel the visa, meaning that the student can be deported. Once the visa is cancelled the student (s) concerned will have difficulty in being reissued with another student visa.
- 5.9 All requests for a planned leave of absence from the School must be submitted in writing to the Principal / Head of School for approval at least one term in advance.
- 5.10 In the case of prolonged illness (one school term or more), an application, including a medical certificate may be made to the School Business Manager for some remission of school fees.
- 5.11 The Business Manager is authorised by the School Council to take such action deemed necessary to recover unpaid fees or charges, including recovery costs.

## **6. Guardianship**

- 6.1 All international students under the age of 14 must be accompanied by a parent as Guardian
- 6.2 All international students enrolled at Alphington Grammar School must have a guardian for the duration of their studies, regardless of age.
- 6.3 The School requires that each international student should have a guardian appointed by and known to the parents, to provide personal and practical support outside the school environment. If possible, the Guardian should be personally known to the student and ideally could also provide accommodation. The Guardian would be expected to take personal and parental interest in all aspects of the student's welfare.
- 6.4 Where families are unable to nominate a suitable guardian, parents are required to contact one of the school's approved guardianship provider's to organise this.
- *International Student Alliance (ISA)* +61 3 9663 2887
  - *Melbourne Migration & Education Centre (MMEC)* +61 3 9620 9918

## **7. Accommodation**

- 7.1 All international students enrolled at Alphington Grammar School, must live in approved homestay accommodation for the duration of their enrolment, regardless of age.
- 7.2 All international students under the age of 14 must reside with a parent until they reach 14 where they may then enter into an approved homestay arrangement
- 7.3 The School is able to assist students to find Homestay accommodation via our approved homestay providers
- Australian Homestay Network (AHN) +61 3 9435 6621
  - Student Accommodation Services (SAS). +61 3 9485 1900
- 7.4 The School must be informed and approval granted before a student can change their Homestay accommodation.

## **8. Continued Enrolment**

A student admitted to the School will remain as member of the School until the completion of Year 12.

## **9. Discipline of Students**

- 9.1 The School reserves the right to discipline any student. A student may be suspended or expelled, if in the opinion of the Principal, the student is guilty of breaking the School's rules and regulations, or is guilty of behaviour prejudicial to the welfare of the School, its staff or students.
- 9.2 When the Principal suspends a student, the parents/guardians shall be notified to that effect and of the duration of the suspension.
- 9.3 A student who is suspended shall not enter upon any School grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of their parents/guardians during such period.
- 9.4 The attention of parents/guardians is drawn to the School's "Student Behavior Policy" contained in the School Parent Hand book.

## **10. Attendance**

- 10.1 Students returning to the School after holidays must join their classes on the dates fixed for resuming.
- 10.2 Students are not permitted to leave School at the end of term until the published dates.
- 10.3 A student's requirements for achieving satisfactory attendance for the course which at a minimum must be 80 per cent—or higher if specified under state or territory legislation or other regulatory requirements—of the scheduled contact hours.
- 10.4 The method for working out minimum attendance under this standard is to calculate the percentage the student has attended to the actual school days.
- 10.5 The School's processes for recording course attendance is done electronically using the software package "Schoolbox". Primary students' attendance is recorded morning and afternoon and secondary students' attendance recorded each timetabled class..
- 10.6 The School's intervention strategy to identify, notify and assist overseas students who have been absent for more than five consecutive days without approval, or who are at risk of not meeting attendance requirements before the overseas student's attendance drops below 80 per cent
- 10.7 The School will scrutinize each student's attendance to determine and address unsatisfactory attendance with the student, homestay family and guardian well before the overseas student reaches the point that he/she has failed to meet satisfactory course attendance.
- 10.8 The School may decide not to report the overseas student for breaching the attendance requirements if the overseas student is still attending at least 70 per cent of the scheduled course contact hours and the overseas student provides genuine evidence demonstrating that compassionate or compelling circumstances apply.

*A student who fails to join a class by or leave before the date stipulated, unless such an absence is approved in writing by the Principal (or a delegate), or due to illness, (medical certificate required), may jeopardise entitlement to continued enrolment in the School.*

## **11. Student's Legal Rights**

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".

## **12. School Damage**

Parents/Guardians accept the liability for and indemnify the School against any loss or damage to the School or any person caused or contributed to, by any act or default of the student.

**13. Withdrawal of a Student**

- 13.1 Four (4) months' notice in writing from the parents to the Principal is required of the intended removal of a student from the School at the conclusion of the calendar year.
- 13.2 If the required notice is not given, a fee of one full school year's fees may be charged.

**14. Changes in Parent/Guardian Relationship**

Parents/Guardians must inform the Principal if there is a change in their relationship with each other since the application form was lodged, (for example, divorce or separation). Unless otherwise directed, the School will require that the person who is to assume obligation for the payment of the School fees to complete a new Enrolment Form.

*All information given to the School will be treated in the strictest confidence.*

**15. Changes to Student's Status**

If a student's status changes from International Student to Local Student, a new Student Enrolment Application Form is required to be completed and signed by the parents/guardians. The guardian requires written authorisation to act on behalf of the parents to sign this form. The School will also require citing the new original Australian visa that shows the change in student status.

The change to local student status will require the parents/guardians to abide by all the school rules and regulations that apply to that of local student enrolments.

If there is a change in status to Local Student after the Australian Government Census for Non- Government Schools, then the amount equivalent to both the State and Commonwealth recurrent grants will be added to the school account for payment.