

# **OVERSEAS STUDENT WRITTEN AGREEMENT**

1	Student Details		
	Student Name:		
	Address:		
	·		
	·		
	Phone Number:		Mobile:
	Email Address:		
2	Parent/Legal Guard	an Details	
	Parent/Guardian 1		
	Name:		
	Address:		
	_		
	_		
	Phone Number:		Mobile:
	Email Address:		
	Parent/Guardian 2		
	Name:		
	Address:		
	Phone Number:		Mobile:
	Email Address:		

Approval Chain: Business Manager>Principal Version / Bage: V2.0 / March 2024

Approval Chain: Registral Version / Bate. V2.0 / March 2024

Approval Chain: Page: V2.0 / March 2024

Approval Chain: Page: V2.0 / March 2024

Approval Chain: Version / Bate. V2.0 / March 2024

Approval Chain: Page: V2.0 / March 2024

3	Co	urse Enrolment			
		ourse Location:	Fintona Girls' School, 79 Balwyn Road, Balwyn, VIC, 3103, Australia		
	Provider:		Fintona Girls School, CRICOS No. 00139C		
	Co	ourse Code:	(016256M) Primary Years P-6 Girls Only		
	Course Start Date: Course End Date:		(005313J) Secondary Years 7 – 12 Girls Only		
		20.00 = = 0.0.			
4	Coi	nditions of Enrol	ment/Preliminary Requirements		
	This offer for		to enter Fintona Girls' School is subject to the following conditions:		
	(a)	Submitting a recent AEAS test meeting the School's Overseas Student English Proficiency Policy standards and ensuring the student's practice of English language skills continues before commenting at Fintona Girls' School.			
	(b)	Overseas Students must live with their parents or approved family member. Approved family member means a 'nominated guardian' as approved by the Department of Home Affairs, who must be the overseas student's parent, person who has legal custody, or an eligible relative who is aged over 21 and is of good character.) for the duration of their enrolment.			
	(c)	As a condition of enrolment, the student agrees to abide by all School policies for the duration of their enrolment. The following Fintona Girls' School policies are included in the enrolment package:			
		□ Overseas St	rudent handbook		
		□ Overseas St	rudent Enrolment Policy and Procedures		
		□ Overseas S	rudent Welfare and Support Policy		
		□ Overseas St	rudent English Proficiency Policy		
		□ Overseas St	rudent Complaints and Appeals Policy		
		□ Overseas S	audent Transfer Policy		
		□ Overseas S	sudent Deferment, Suspension and Cancellation Policy		
		□ Overseas S	sudent Attendance Policy		
		☐ Overseas St	rudent Course Progress Policy and Procedure		
		☐ Business Te	rms and Conditions		
		☐ Internationa	Fees and Charges Schedule		
		☐ Fees and Re	efunds Policy (as below)		
		☐ Parent Code	of Conduct		

## (a) In addition to the \$150 Application Fee and the one-off non-refundable \$1800 Enrolment Fee, the following breakdown outlines the estimated course fees from Prep to Year 12 (based on 2024 rates and subject to change). Camps & **Tuition Fees ICT Levy Total Course** Level **Excursions** per Semester Annual Costs (est.) **Fee Annual** Prep Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8 Year 9 Year 10 Year 11 Year 12 (b) Other compulsory NON-TUITION FEES estimate include: Overseas Student Health\* (estimate for period of enrolment): School Uniform: VCE Exam Fees (Years 11 & 12 only): Resources – text books Stationary: Transport to/from school (PTV Student Yearly Pass - estimate per annum \$720): \*Please note: Students or parents responsible for arranging their Overseas Student Health Cover before commencement of studies at Fintona Girls' School. Overseas Student Health Cover must be maintained until the end of the course. (c) Other non-compulsory NON-TUITION FEES estimate include: Private Music tuition: Any other course related fees: Any optional co-curricular fees: ESTIMATE OF TOTAL COURE COST: AUD\$

For further information about the cost of living in Australia see www.studiesinaustralia.com

5

**Course Fees (in Australian Dollars)** 

#### 6 Payment of Course Fees and Refund Policy

### 6.1 Payment of Fees

- (a) Fees are payable in accordance with the Business Terms and Conditions and International Fees and Charges Schedule (attached).
- (b) All fees are subject to review and may change each year.
- (c) All fees must be paid in Australian Dollars.

#### 6.2 Refunds

- (a) Any refund of tuition fees in the event of visa refusal or School default will be made in the manner prescribed by the Education Services for Overseas Students Act 2000 and ESOS Regulations 2001.
- (b) Any refund of tuition fees or non-tuition fees for student default will be paid in accordance with this agreement section 6. Payment of Course Fees and Refund Policy, the Business Terms and Conditions and International Fees and Charges Scheule (attached).
- (c) Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing
- (d) Refunds will be paid to the student or the person specified in this agreement
- (e) Application for refunds should be made to the Registrar.
- (f) The following applies to the determination of refunds:
  - In case a student is unable to commence at the School because of visa refusal

    If a student's visa application is refused by the Department of Home Affairs and the student is, therefore, unable to commence tuition at the School, the School will refund all tuition and non-tuition fees paid in advance, less the non-refundable Application Fee of \$150 and the Enrolment Fee of \$1,800.
  - If a student does not commence at the School
    - Where the student provides the School more than one term's notice of withdrawal prior to the student's course commencement date, the School will refund all tuition and non-tuition fees paid in advance, less the non-refundable Application Fee of \$150 and the Enrolment Fee of \$1,800.
    - Where a visa has been approved by the Department of Home Affairs and the student provides notice to the School of withdrawal less than one Term prior to the student's course commencement date, the School will retain the Application and Enrolment Fees and 50% of the tuition fees paid in advance and will refund the balance of the tuition fees and the non-tuition fees paid in advance.
    - However, the School will consider refunding these fees in full where the giving of adequate notice is not possible due to the existence of extenuating compassionate or compelling circumstances.
    - Please note that even if the student has not begun at the School but intends to enrol at another CRICOS provider the rules regarding transfer contained in the Transfer policy will prevail.
  - If a student does not commence at the School and does not provide any notice of withdrawal to the School
    - Where a visa has been approved by the Department of Home Affairs but the student does not commence her course at the School and does not provide any notice of withdrawal to the School, the School will retain all of the tuition and non-tuition fees paid in advance.
    - However, the School will consider refunding these fees in full where the giving of adequate notice is not possible due to the existence of extenuating compassionate or compelling circumstances.
  - If a student withdraws from the School after commencement

If a student has commenced at the School but decides either to cancel enrolment (i.e. leave Australia), or transfer to another CRICOS provider, at least one complete term's notice must be provided to the Registrar in writing. The School will refund any unspent tuition and non-tuition fees relating to any period commencing after the period of notice.

• Provider-Initiated Cancellation of Enrolment while at the School

The School will not refund any tuition or non-tuition fees should the School cancel the student's enrolment for any of the following reasons:

- Failure to maintain satisfactory course progress.
- Failure to maintain satisfactory attendance.
- Failure to maintain approved welfare and accommodation arrangements.
- Failure to pay School fees.
- Failure to return from holiday without agreement from the School that compassionate and compelling circumstances exist. Compassionate and compelling circumstances include:
  - Illness, where a medical certificate states that the student was unable to attend classes.
  - Bereavement of close family members.
  - Major political upheaval or natural disaster in the student's home country.
  - A traumatic experience which has impacted on the student.
- Any behaviour regarded as a serious breach of the Student Code of Behaviour.

#### 6.3 Provider Default

Should the School not be able to offer a course or not be able to continue offering a course in which the student is enrolled, and the student cannot be placed or refuses placement in an alternative course arranged by the School, a full refund of any unspent tuition and non-tuition fees will be paid. The calculation of unspent tuition and non-tuition fees will be made in accordance with section 46D(7) of the Education Services for Overseas Students Act 2000.

In the event that the school is unable to fulfil its obligations with respect to providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian government's Tuition Protection Service. For information on the TPS, please see: <a href="https://tps.gov.au/StaticContent/Get/StudentInformation">https://tps.gov.au/StaticContent/Get/StudentInformation</a>

In cases of student default, refunds will be paid within 28 days of receipt of the refund request. In cases of provider default refunds will be paid within 14 days of receipt of the refund request.

All refunds will be paid by the School in the same currency in which the fees are paid i.e. Australian Dollars. The refund will be paid to the student or parent or nominee as authorised in writing by the parent and student on the refund request letter.

Refunds and refusal thereof are subject to the School's dispute resolution process.

A copy of this policy will be given to each intending student before an agreement is entered into.

## 6.4 Complaints and Appeals

The student has the right to complain and/appeal any decision made by the School. Please refer to the Complaints and Appeals Policy available on the School website.

"This written agreement, and the right to make complaints and seek appeals of decisions and actions 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". (National Code 2018, Standard 3.4.5)

## 7 Privacy and Sharing of Personal Information

Information is collected on the Application form and during your enrolment in order to also meet the School's obligations under the ESOS Act and the National Code 2018 to ensure student compliance with the conditions of their visas and their obligations under the Australian Education Services for Overseas Students Act 2000, the Education Services for Overseas Regulations 2001 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018. Information collected about the student during the enrolment can be provided, in certain circumstances to the Australian Government, State and Territory agencies, ESOS Agencies and designated authorities and, if relevant, the Tuition Protection Service in accordance with the Privacy Act 1988.

The School's Privacy Policy which is available on the website provides further detail on the collection of personal and sensitive information.

### 8 Welfare and Student Accommodation

Fintona Girls' School require all Overseas Students to live with and be supported by their parents.

The School's Overseas Student Welfare and Support Policy provides further information about the School's student support and welfare services.

## **DECLARATION**

agr	reement.
	I can confirm I have received and understood information from the school regarding the following: The course(s) in which my daughter is to be enrolled Conditions on enrolment in the course(s) All policies relating to overseas student enrolment; All course and course-related fees Fintona Girls' School payment of course fees and refund policy within this document Grounds on which my enrolment may be deferred, suspended or cancelled Privacy and sharing of personal information Contact details and change of address obligations
	ccept the offer for my daughter to be enrolled at Fintona Girls' School and
	I hereby declare that all information supplied by me is true and correct.  I agree to pay all fees owing by the due date.  I have read, understood and agree to be bound by the above conditions of enrolment.  In the event of the student being eligible to receive a refund of pre-paid course fees, the refund is to be paid to:
Nar	me/s:
Add	dress:
Pho	one Number: Mobile:
Ema	ail Address:
Exe	ecuted as an agreement:
	Student Signature Parent/Guardian 1 Parent/Guardian 2
-	Full Name Full Name Full Name
	Date Date Date

Please note that Fintona Girls' School requires the provision of a copy of the parents/legal guardian's passports or driver's licenses to verify

All students and parents/legal guardians (if the student is under 18 years of age) must read and sign this written

signature. These should be provided at the time of lodgement of the Enrolment Application.