

TERMS AND CONDITIONS FOR INTERNATIONAL STUDENTS

International students are enrolled at the School on the terms and conditions set out below.

1. CONTRACT

The offer by The Kinross Wolaroi School (the School) to reserve a place for the student and the payment of fees to secure that place creates a binding contract between the applicant and the School

2. EXPECTATIONS

Students enrolled at the School are expected to be motivated to high achievement, to wear the uniform with pride, to be well groomed, to wear a conservative hair style, to participate fully in the life of the School, to attend classes regularly and punctually and to conform to the discipline policy of the School.

3. FEES AND CHARGES

3.1 All fees and charges are payable in Australian Dollars (AUD\$) prior to commencement of the program in accordance with the Tuition and Student Services Fees for International Students published on www.kws.nsw.edu.au.

3.2 Fees quoted on the Provisional Letter of Offer and Acceptance Agreement are current at the time of offer, therefore they are an indication only of the amount due. Note that fees often increase at the beginning of each calendar year.

3.3 Payment of fees to secure a place for a student will be credited to the families School account and invoices will be issued with the correct rate at the time of commencement.

3.4 Caregivers must pay:

- (i) all applicable fees and charges in accordance with the schedule of fees for the relevant year; and
- (ii) payment of fees for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the student as selected by the Caregivers or determined by the School from time to time as invoiced by the School.

3.5 Schools fees and charges are usually increased each year. Such increases may be in excess of changes in the Consumer Price Index. Towards the end of each year the School issues the schedule of fees for the following year.

3.6 Caregivers must pay or reimburse the School for:

- (i) any incidental expenditure incurred by the School on behalf of the Student from time to time including for items such as books, excursions, educational programs, stationery and equipment; and
- (ii) all medical and ambulance expenses incurred by the School on behalf of the Student.

3.7 Caregivers are to pay all fees and charges when due. Caregivers are jointly and individually responsible for the payment of all fees and charges.

3.8 If Caregivers fail to pay an account for fees and charges within 30 days of the due date they will be liable to pay a default charge which reflects the administrative and financial cost to the School in collecting the outstanding fees and charges. The default charge is calculated at the rate specified in the Fees Schedule on the balance owing from the due date until the balance owing is paid in full.

3.9 The Caregivers agree to reimburse the School for all liability, loss, costs and expenses (including, without limitation, legal fees and debt recovery agents) in connection with any failure to pay the fees and charges.

4. CONFIRMATION OF ENROLMENT

4.1 Confirmation of Enrolment will be issued after payment of fees outlined on the Acceptance Agreement.

4.2 The parent/guardian and/or student is responsible for keeping a copy of the written agreement as and receipts of any payments of tuition fees or

4.3 non-tuition fees

4.4 While in Australia and studying with the School, parents/guardians must notify the School of any changes to the student's contact details including:

- the student's current residential address, mobile number (if any) and email address (if any)
- who to contact in emergency situations
- any changes to those details, within 7 days of the change

5. REFUNDS AND CANCELLATIONS OF ENROLMENT

5.1 The enrolment application fee is non-refundable.

5.2 Payment of course fees and refunds

- (i) The school year is made up of two semesters and each semester consists of two terms.
- (ii) Accounts for the payment of Tuition and Boarding costs are sent on a term basis and are payable according to charges stated on the issued statement.

(iii) Accounts for incidental charges are sent on a monthly basis.

(iv) An itemised list of school fees is provided in the School's written agreement.

(v) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.

(vi) Refunds will be paid to the person who enters into the written agreement unless the School receives written advice from the person who enters the written agreement to pay the refund to someone else.

(vii) All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.

5.3 Student default because of visa refusal:

(i) If a student produces evidence of visa refusal (or provides permission for the school to verify visa refusal with the Department of Home Affairs) and fails to start a course on, or withdraws from the course on or before the agreed starting day, the school will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the school before the student's default day, minus the lesser of:

- (a) 5% of the amount of course fees received, or
- (b) AUD \$500.

(ii) If a student whose visa has been refused withdraws from the course after it has commenced, the school will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund of any unused tuition fees* received by the school with respect to the student within the period of four weeks after the day of student default.

(iii) *Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).

5.4 Student default:

(i) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18).

(ii) Non-tuition fees will be refunded in Australian Dollars to the person/s responsible for the payment of the student's fees except where a non-refundable payment on behalf of the student has been made.

(iii) *If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, the Confirmation Fee and Enrolment Fee will not be refunded.*

(iv) If up to two semester's tuition fees have been prepaid, and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will refund the amount of prepaid fees less the Confirmation Fee and Enrolment Fee.

(v) If tuition fees have been received for more than two study periods, refund provisions under 5.4.4 will apply for the first two study periods and any balance of unused tuition fees after this will be refunded.

(vi) No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons as per the School Refund Policy:

(vii) Failure to maintain satisfactory course progress (visa condition 8202).

(viii) Failure to maintain satisfactory attendance (visa condition 8202).

(ix) Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).

5.5 Failure to pay course fees.

(i) Any behaviour identified as resulting in enrolment cancellation in Kinross Wolaroi School's Code of Conduct.

5.6 Provider Default:

(i) Any default by the School must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2001 (as amended).

(ii) If for any reason the School is unable to offer a course on an agreed starting day 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 unused tuition fees* received by the school with respect to the student will be made within 14 days of the agreed course starting day.

- (iii) If for any reason the School is unable to continue offering a course after the student commences a 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 unused tuition fees* received by the school with respect to the student will be made within 14 days of the school's default day.
- (iv) In the event that the School is unable to fulfil its obligations of 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: <https://tps.gov.au/StaticContent/Get/StudentInformation>. *Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of Education Services for Overseas Students (Calculation of Refund) Specifications). <http://www.comlaw.gov.au/Details/F2014L00907>
- (v) This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.
- 6. ENROLMENT, SUSPENSION AND EXPULSION**
- 6.1 In line with Federal Government rulings a student must stay with their initial course provider for at least 6 months.
- 6.2 The student will attend punctually all lessons, classes and examinations and submit all assessment tasks for the courses in which the student is enrolled.
- 6.3 Australian education regulations apply regarding student attendance.
- 6.4 The student will abide by the rules and regulations (as defined in the International Student Handbook) at all times.
- 6.5 The Principal (or their delegate) reserves the right to suspend or expel any student who fails to meet (without good reason) the requirements of Clause 6 OR whose acceptance to the School was based on false documentation OR non-disclosure of past bad behaviour or criminal record.
- 6.6 Where circumstances permit the School will inform the student, parent and / or guardian that the student is in danger of suspension / expulsion so as to allow the student the opportunity to make good.
- 6.7 In the event that a student is expelled any refund is entirely at the discretion of the School.
- 7. COMPLAINTS AND APPEALS POLICY**
- 7.1 In the event of a dispute between an individual student and the School relating to the code of conduct, attendance, quality of service or teaching, or the payment or refund of fees, procedures to facilitate the resolution of the dispute are outlined in the International Student Handbook.
- 7.2 The School's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies. For details refer to The National Code.
- 8. ACCOMMODATION**
- 8.1 All students must board while enrolled at the School.
- 8.2 The School does not accept international enrolments as day students.
- 9. ENTRY REQUIREMENTS**
- 9.1 For entry into any program the student must have completed the relevant studies overseas.
- 9.2 Students must submit an International Application for Enrolment Form along with the required documentation as stated on the International Application Checklist.
- 9.3 Students will not be accepted if the age on graduation of the Year 12 Higher School Certificate will be greater than 19 years.
- 9.4 Where a student is undertaking an English course in Australia to acquire the language skills necessary prior to attending the School, proof of graduation or successful completion of the English course must be produced prior to commencement of studies at the School. If the required level is not achieved the students enrolment will be deferred or cancelled. Deferment of an application is at the discretion of the School. Students entering Year 11 are unable to be deferred and their application will be cancelled.
- 10. PRE-REQUISITES**
- 10.1 Note carefully that certain courses require previous study. The School requires evidence such as school reports to ensure students have completed the required number of years prior to entry in a year or course. Note there are minimum levels of English proficiency required for most courses.
- 11. ATTENDANCE**
- 11.1 International students on a student visa must not be absent for more than 20% of the course program. The National Code requires the School to calculate attendance rates continuously.
- 12. MEDICAL CONSENT**
- 12.1 In circumstances where the student requires urgent medical attention and it is not possible to communicate with the parent / guardian the School is authorised to arrange appropriate medical treatment in accordance with the advice of qualified medical practitioners.
- 13. VARIATION TO TERMS OF CONTRACT**
- 13.1 Any variations to the terms and conditions of this contract must be in writing and signed by an authorised officer of the School.
- 14. PRIVACY STATEMENT**
- 14.1 The School collects personal information, including sensitive information about students and parents or guardians 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 your son / daughter.
- 14.2 Some of the information we collect is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care.
- 14.3 Certain laws governing or relating to the operation of schools require that certain information is collected. These include Public Health and Child Protection laws.
- 14.4 Health information about students is sensitive information within the terms of the National Privacy Principles under the Privacy Act.
- 14.5 We require medical reports about students from time to time. If you do not consent to us obtaining this information you must advise us.
- 14.6 The School from time to time discloses personal and sensitive information to others (sports coaches, other schools, government departments, medical practitioners and people providing services to the School, including specialist visiting teachers, music tutors and volunteers).
- 14.7 If we do not obtain the information referred to above we may not be able to enrol or continue the enrolment of the student.
- 14.8 Personal information collected from students is regularly disclosed to their parents or guardians. On occasions personal and group achievements, results and contributions are published in the School newsletters, magazines and the web site.
- 14.9 Parents may seek access to personal information collected about them and their son / daughter by contacting the School. Students may also seek access to personal information about them.
- 14.10 However, there will be occasions when access is denied. Such occasions would include 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 students or where students have provided information in confidence.
- 14.11 As you may know the School from time to time engages in fundraising activities. The information received from you may be used to make an appeal to you. The School will not disclose the personal information collected to third parties for their own marketing purposes without your consent.
- 14.12 If you provide the School with the personal information of others, such as doctors or emergency contacts, you should inform them that you are disclosing that information to the School and why, and that they can access that information if they wish and that the School does not usually disclose the information to third parties.
- 15. PARENT / GUARDIAN AGREEMENT AND INDEMNITY**
- 15.1 I understand and accept the Conditions of Enrolment at Kinross Wolaroi School. I further agree to give permission for my son / daughter to attend and participate in activities organised by the School.
- 15.2 I understand that every reasonable care will be taken of my child but in the event of any accident occurring I shall not hold the School responsible or any other person liable, except where negligence on the part of any employee of the School is proven in a court of law in Australia.
- 16. RIGHT OF ACTION**
- 16.1 This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.
- 17. GENERAL**
- 17.1 The School may change these terms and conditions of enrolment at any time by giving the Caregivers two terms' notice.
- 17.2 The Caregivers' obligations to the School are joint and several.
- 17.3 In this document
- (i) 'Caregivers' means the Student's parents or legal guardians, or, where the Student has only one parent or legal guardian, that parent or legal guardian.
 - (ii) 'Student' means the person identified on the Enrolment Acceptance Form as the Student;
 - (iii) 'Principal' means the principal or acting principal of the School, by whatever title she or he is known, and/or his or her nominee.