



BRISBANE GRAMMAR SCHOOL

REFUND POLICY FOR OVERSEAS STUDENTS

PURPOSE

This policy applies to an overseas student whether within or outside Australia who has applied for or obtained a student visa and who is enrolled with the School, regardless of the status of the visa application, and his Parent or Guardian.

This policy sets out the School's policy about refunding fees, including the amounts which may be refunded and the processes for providing a refund.

A copy of this policy will be provided to the Parent or Guardian of an overseas student prior to them entering into any agreement with the School or making any payment in relation to a registered course. This policy forms part of the agreement between the Parent or Guardian and the School in respect of the overseas student's enrolment.

DEFINITIONS

Agreed Starting Day means the day on which the Course was scheduled to start or a later day agreed between the School and the Parent or Guardian.

Course means the course the School is providing (or offering to provide) to the student as set out in the letter confirming the overseas student's offer of placement at the School.

Default Day means:

- (a) the Agreed Starting Day;
- (b) the day on which the Course ceased to be provided;
- (c) the day on which the student withdraws; or
- (d) the day on which the School refuses to provide the Course to the student.

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

Non-tuition Fees means those fees other than Tuition Fees listed as non-tuition fees in the letter confirming the overseas student's offer of placement at the School.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the ESOS Act.

Brisbane Grammar School

Gregory Terrace Brisbane QLD 4000

T +61 7 3834 5200 **E** reception@brisbanegrammar.com **W** brisbanegrammar.com

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Tuition Fees means any fees received by the School, directly or indirectly, from the Parent or Guardian that are directly related to the provision of a Course that the School is providing (or offering to provide) to the student.

REFUNDS

The enrolment application fee is not refundable in any circumstances.

1. Where the School defaults

If either:

- (a) the School does not start to provide the Course for the student by the Agreed Starting Date; or
- (b) the Course ceases to be provided to the student at any time after the Course starts, but before it is completed (including where the Course is not provided by the School due to a sanction under the ESOS Act),

and the student has not withdrawn from the Course by the Agreed Starting Date, then the School will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**School Default**).

In the case of School Default, the following applies in relation to refunds:

(a) Tuition Fees

Any unspent Tuition Fees paid before the Default Day, that is, any tuition for which the Parent or Guardian has paid but which has not yet been delivered by the School to the student, will be refunded.

The School will calculate the amount to be refunded in accordance with the Education Services for Overseas Students (Calculation of Refund Specification) 2014. Currently the Specification provides for a proportionate refund based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate.

(b) Non-tuition Fees

Non-tuition Fees will not be refunded in the event of School Default.

Any contrary decision to refund Non-tuition Fees in the event of School Default is at the Headmaster's absolute discretion and will be made on a case by case basis. The Parent or Guardian does not have a right to a refund in any case.

2. Where the student defaults

If the student is unable to start the Course on the Agreed Start Date or seeks to withdraw from the Course at any time, the Parent or Guardian must notify the School's Registrar of this in writing and provide the reason for the student's inability to start or withdrawal from the Course.

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If the Course starts by the Agreed Starting Date but:

- (a) the student does not start the Course on that day and has not previously withdrawn from the Course; or
- (b) the student withdraws from the Course (either before or after the Agreed Starting Day); or
- (c) the School refuses to provide (or to continue to provide) the Course to the student because:
 - (i) the student or the student's Parent or Guardian has failed to pay an amount the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course;
 - (ii) the student has breached a condition of his visa; or
 - (iii) of misbehaviour by the student (for example, a breach of the School's Code of Expectations and Behaviour for Students),

then the student will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**Student Default**).

In the case of Student Default, the following applies in relation to refunds:

(a) Tuition Fees

Subject to the exception in section 2(c) below, Tuition Fees will not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(b) Non-tuition Fees

Subject to the exception in 2(c) below, Non-tuition Fees will also not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(c) Exception to section 2(a) and (b) – Student Default due to visa refusal

In the event that:

- (a) a student has been refused a student visa (the Parent or Guardian must produce evidence to the School that the application has been refused by the Australian immigration authorities); and
- (b) the refusal of the student visa was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the Course:
 - (i) the student's failure to start the Course on the Agreed Starting Day;
 - (ii) the student's withdrawal from the Course; or

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- (iii) the Parent or Guardian's failure to pay an amount that the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course,

then the School will provide a refund calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

Currently the Specification provides for:

- (a) where the student fails to start the Course or withdraws from the Course on or before the Agreed Starting Day, a full refund minus the lesser of: (a) A\$500.00; or (b) 5% of the total amount of Tuition Fees and Non-Tuition Fees that the School received from the Parent or Guardian for the Course before the Default Day; or
- (b) otherwise, a proportionate refund of Tuition Fees only based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate. Non-tuition fees will not be refunded.

3. Change to visa status

Where a student continues to have a visa, but the visa status changes (e.g. he becomes a permanent resident), this does not amount to Student Default, and the Parent or Guardian is not entitled to any refund of Tuition Fees or Non-tuition Fees. In this circumstance, all fees owing for the student for the remainder of that School year must be paid in accordance with the letter confirming the overseas student's offer of placement at the School.

PROCESS AND TIMEFRAMES FOR REFUNDS

Subject to the above, the following process and timeframes apply in relation to refunds:

1. Refunds by reason of School Default

The School will automatically provide the refund within 14 days after the Default Day.

2. Refund by reason of the exception – Student Default due to visa refusal

The School will automatically provide the refund within four weeks after the Default Day.

3. Arrangements

All refunds owed by the School in accordance with this policy will be:

- (a) paid directly to the Parent or Guardian, unless that person directs the School, in writing, to pay the refund to someone else; and
- (b) paid in Australian dollars (AUD\$)

Note: This policy and the availability of complaints and appeals processes do not remove the right of the student or Parent or Guardian to take action under Australia's consumer protection laws.

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ACCOMMODATION POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School), who is a Registered Provider.

ACCOMMODATION, SUPPORT AND GENERAL WELFARE ARRANGEMENTS

The School requires all overseas students to live in Harlin House (the School's boarding house) which the School has determined provides suitable accommodation to protect the personal safety and social well-being of overseas students. This is unless the overseas student is to live with one or both of his Parents or Guardians who reside permanently in Brisbane. To clarify, references to a Parent or Guardian in this policy relate only to the legal parent or guardian of an overseas student. The School will not approve an overseas student to live with a person within Australia who is not the student's legal parent or guardian. If the overseas student or Parent or Guardian terminates the overseas student's living arrangements at Harlin House without approval of the School, this may be grounds for cancellation of enrolment. In addition, the School must notify the Department of Home Affairs (DHA) if the living arrangements of the overseas student change or if the School no longer approves the overseas student's accommodation arrangements. This may result in the overseas student's visa being cancelled. By enrolling the overseas student as a boarder to reside at Harlin House, the Parent or Guardian agrees to the requirements outlined in this policy. The School only provides the required Confirmation of Appropriate Accommodation and Welfare (CAAW) letter to Department of Home Affairs (DHA) for the overseas student to apply for his visa on this basis.

ARRANGEMENTS DURING SCHOOL HOLIDAY PERIODS

Semester and term dates for the overseas student's first year of enrolment will be provided to the Parent or Guardian in the letter confirming the overseas student's offer of placement at the School. Semester and term dates for each subsequent year will be published on the School's website and intranet by July for the following calendar year and will be provided in the Boarders' Handbook which is issued in December each year. All periods between each semester and term are considered school holiday periods. Harlin House opens one day prior to the commencement of each school term and closes on the last day of school each term. The Parent or Guardian is responsible for arranging in advance the overseas student's travel and accommodation during all school holidays. The School's preference is for an overseas student to return home to his Parent or Guardian for the duration of

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the school holidays. The Parent or Guardian must notify the School in writing of the arrangements made for the overseas student for each school holiday period by completing, signing and submitting in advance an Overseas Boarding Student's Vacation Leave Form and any requested supporting documentation for each requested period of holiday leave. If the overseas student will not be returning home to the Parent or Guardian for the holiday, the Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the holiday period, as detailed below.

REQUESTS FOR WEEKEND LEAVE

For an overseas student to have a period of absence from Harlin House over a weekend during a term, the Parent or Guardian must first seek approval for the absence from the School. The Parent or Guardian will be responsible for making the proposed arrangements for the weekend leave. The Parent or Guardian must notify the School in writing of the proposed arrangements made for the overseas student by completing, signing and submitting in advance an Overseas Boarding Students - Weekend Leave Form and any requested supporting documentation for each requested period of weekend leave. The Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the requested leave period, as detailed below.

APPROVAL OF OTHER ARRANGEMENTS

As detailed above, where the Parent or Guardian wishes the overseas student to stay in accommodation other than with them or in Harlin House (for example, over the course of any weekend or holiday period), the Parent or Guardian must provide the required forms and supporting documents to first obtain the School's approval. Where such approval is sought, in assessing the suitability of the proposed travel, accommodation, support and general welfare arrangements for the overseas student, the School may consider:

- (a) whether the Parents or Guardians have taken steps to arrange suitable care, accommodation and travel for the overseas student;
- (b) whether the Parents or Guardians have taken all necessary steps to confirm the care, accommodation and travel arrangements made are suitable for the overseas student;
- (c) whether the Parents or Guardians have taken all necessary steps to confirm there is a responsible person providing care and accommodation to the overseas student who is at least 21 years of age and of good character; and
- (d) whether the School has been advised of all details of the care, accommodation and travel arrangements made for the overseas student, including the contact details of the responsible person and copies of current Blue Cards where necessary.

In satisfying itself as to the suitability of a proposed arrangement for an overseas student, the School relies on the judgment of the Parent or Guardian and the warranties and indemnities given by the Parent or Guardian in relation to the proposed arrangements by way of the relevant School forms.

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YEAR 12 STUDENTS – SCHOOLIES WEEK

The School will not give permission for any overseas student to attend Schoolies week in any circumstances. If the School becomes aware that an overseas student attends Schoolies, the School will notify DHA. This may result in the overseas student's visa being cancelled.

ARRANGEMENTS FOLLOWING SUSPENSION OR CANCELLATION OF ENROLMENT

The rights and obligations outlined in this policy will continue to apply during any period of suspension of an overseas student from the School. In the event of cancellation of enrolment of an overseas student, the rights and obligations outlined in this policy will continue to apply until (whichever occurs first):

- (a) the overseas student is accepted as a student by another school which is a Registered Provider and that school takes over responsibility for approving the overseas student's accommodation, support and general welfare arrangements;
- (b) the overseas student leaves Australia;
- (c) other suitable arrangements are made that comply with the Migration Regulation 1994 (Cth); or
- (d) the School advises DHA that the School can no longer approve of the arrangements for the overseas student.

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COURSE PROGRESS AND ATTENDANCE POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Compassionate or Compelling Circumstances means circumstances beyond the control of the overseas student, supported by documentary evidence if required by the School, that impact on the overseas student's progress through the course, which may include but are not limited to:

- (a) illness or injury, accompanied by a medical certificate where required by the School that states the overseas student is unable to attend classes;
- (b) bereavement of a close family member such as a parent, sibling or grandparent;
- (c) major political upheaval or natural disaster in the overseas student's home country requiring the overseas student's emergency travel;
- (d) a traumatic experience which has impacted on the overseas student, supported by police or psychologists' reports where required by the School;
- (e) where the School is unable to offer a pre-requisite unit;
- (f) inability to begin studying on the course commencement date due to delay in receiving a student visa; or
- (g) any other circumstances deemed to be compassionate or compelling circumstances as determined by the School.

Expected Duration means the length of time the School expects it takes to complete the course studying full-time, which is contained in the overseas student's confirmation of enrolment letter.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the *Education Services for Overseas Students Act 2000* (Cth) as amended or replaced from time to time.

COURSE PROGRESS

Method of assessing course progress

- (a) Overseas students are required to achieve satisfactory course progress in each semester of enrolment.
- (b) To achieve satisfactory course progress a student in Years 5 – 8 is required to provide their best academic effort and complete their course work to a standard which is adequate for them to progress to the next level. For years 5-8, *best academic effort* is achieving the comment "developing regular practice" or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.

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- (c) To achieve satisfactory course progress, an overseas student in Year 9 – 12 is required to attain as a minimum a grade of Sound Achievement in at least five (5) subjects per semester, with such grade to be determined by the School through its usual practices and procedures for the grading of students. The student must also provide their best academic effort. For years 9-12, *best academic effort* is achieving the comment “developing regular practice” or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.
- (d) The course progress of all overseas students will be assessed by the School at the end of each semester.

Intervention strategy

The School’s strategy for identifying and assisting students at risk of not meeting course progress requirements includes, but is not limited to, the following processes and procedures (Intervention Strategy):

- (a) the School will identify overseas students who are at risk of not meeting the course progress requirements by reviewing all overseas students’ course progress at the end of each semester;
- (b) the School will contact identified students and provide counselling to determine the reasons for the overseas student’s current level of academic progress;
- (c) the Head of Year will meet with the identified overseas student to develop strategies to assist the student to achieve satisfactory course progress (Individual Strategy). Each Individual Strategy will be developed on a case by case basis depending on the specific needs of the overseas student.

Unless implemented earlier by the School, the Intervention Strategy will be activated where an overseas student does not achieve (as a minimum) a grade of Sound Achievement in at least half of the subjects being studied by the overseas student in a semester.

Failure to meet satisfactory course progress

If, after an Intervention Strategy has been implemented and run its course, the School determines that an overseas student has failed to meet satisfactory course progress, the School will notify the overseas student, through his Parent or Guardian, in writing that:

- (a) the School intends to report the student for not achieving satisfactory course progress; and
- (b) the Parent or Guardian has 20 working days in which to access the School’s internal complaints and appeals process. Refer to the School’s *Complaints and Appeals Policy for Overseas Students*.

If a Parent or Guardian wishes to lodge an external complaint about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.

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Where:

- (a) the Parent or Guardian does not access the complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (b) the Parent or Guardian accesses the complaints and appeals process within 20 working days but later withdraws from the process; or
- (c) the internal complaints and appeals process is completed and results in a decision supporting the School and:
 - (i) the Parent or Guardian does not access the external complaints and appeals process within 10 working days, or earlier notifies the School of a decision not to do so;
 - (ii) the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - (iii) the external complaints and appeals process is completed and results in a decision supporting the School,

the School will notify the Department of Education and Training (DET) via PRISMS of the overseas student not having achieved satisfactory course progress.

COMPLETION WITHIN EXPECTED DURATION OF STUDY

- (a) The School will monitor the course progress of each overseas student to ensure that at all times the overseas student is in a position to complete the course within the Expected Duration by periodically reviewing course progress records.
- (b) The School may only extend the duration of the overseas student's study where it is clear the overseas student will not complete their course within the Expected Duration due to:
 - (i) Compassionate or Compelling Circumstances;
 - (ii) the implementation of the Intervention Strategy; or
 - (iii) the School having initiated or approved a deferment or suspension of study under the School's *Deferment, Suspension and Cancellation Policy for Overseas Students*.
- (c) Where there is a variation in the study load of an overseas student that may affect the overseas student's ability to complete the course within the Expected Duration, the School will record the variation and reasons for the variation on the overseas student's file. Where the variation means the overseas student will not complete the course within the Expected Duration and requires an extension, the School will report this to DET via PRISMS and/or issue a new confirmation of enrolment.

COURSE ATTENDANCE

- (a) To achieve satisfactory course attendance, all overseas students must attend 85% of scheduled course contact hours each semester, unless attendance is inhibited by Compassionate or Compelling Circumstances.
- (b) The School will assess satisfactory attendance of an overseas student by reviewing attendance records on a regular basis.

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- (c) Student attendance and absenteeism is:
 - (i) checked on each School day by way of roll-call in each class;
 - (ii) recorded electronically; and
 - (iii) monitored and assessed by the School Marshall over the semester.
- (d) Late arrival will be recorded as a part-day and may be included in the assessment of attendance.
- (e) The School will contact an overseas student to discuss attendance requirements and offer any necessary support where a student has been absent without approval for more than five consecutive days or where the School determines the overseas student is at risk of not attending 85% of the scheduled course hours for the semester. The School will contact the student's Parent or Guardian and take appropriate action which may include the student meeting with one or more of the Head of Year, Deputy Headmaster – Students or a member of the School's counselling staff. The School will document steps taken to address attendance.
- (f) If the School assesses that an overseas student has not achieved satisfactory attendance, the School will notify the Parent or Guardian in writing:
 - (i) of the School's intention to report the overseas student for not achieving satisfactory attendance; and
 - (ii) that he or she has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (g) If a Parent or Guardian wishes to lodge an external complaint or appeal about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.

Where:

- (i) the overseas student or Parent or Guardian does not access the School's internal complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (ii) the School's internal complaints and appeals process is accessed within 20 working days, but the complaint or appeal is later withdrawn; or
- (iii) the School's internal complaints and appeals process is completed and results in a decision supporting the School and:
 - a. the Parent or Guardian does not access the external complaints and appeals process within 10 working days or earlier notifies the School of a decision not to do so;
 - b. the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - c. the external complaints and appeals process is completed and results in a decision supporting the School,

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the School will notify the Department of Education and Training (DET) via PRISMS of the overseas student not having achieved satisfactory course attendance.

- (h) The School may only decide not to report an overseas student to DET via PRISMS for breaching the attendance requirements where:
 - (i) the overseas student produces documentary evidence clearly demonstrating that Compassionate or Compelling Circumstances apply; and
 - (ii) the School confirms that the overseas student is attending at least 70% of the scheduled course contact hours.

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DEFERMENT, SUSPENSION AND CANCELLATION POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Compassionate and Compelling Circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing, and may include but are not limited to:

- (a) illness or injury, which is supported by a medical certificate stating the overseas student was unable to attend classes;
- (b) bereavement of a close family member such as a parent, sibling or grandparent (where required by the School, a death certificate should be provided);
- (c) major political upheaval or natural disaster in the overseas student's home country requiring emergency travel that has impacted or is likely to impact on the overseas student's studies; or
- (d) a traumatic experience which has impacted on the overseas student (supported by police or a psychologist's report where required by the School).

Extenuating Circumstances may include but are not limited to:

- (e) the overseas student fails to comply with welfare and accommodation arrangements approved by the School (for students under 18 years of age);
- (f) the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new living arrangements;
- (g) the overseas student is missing;
- (h) the overseas student has medical concerns or severe depression or psychological issues which has led the School to fear for the overseas student's wellbeing;
- (i) the overseas student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the overseas student or others;
- (j) the overseas student is at risk of committing a criminal offence;
- (k) the overseas student is the subject of an investigation relating to criminal matters; or
- (l) any other circumstance the School regards as serious which relates to the welfare of the overseas student.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

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STUDENT REQUESTED DEFERMENT OR SUSPENSION OF ENROLMENT

- (a) If the Parents or Guardians seek to defer the commencement of enrolment, or suspend enrolment for the overseas student, an application should be made to the School in writing. A pro-forma application for deferment of commencement or suspension of enrolment is available in the School's handbook for overseas students.
- (b) The School will only approve a deferment or suspension of enrolment where, in the School's view, Compassionate and Compelling Circumstances exist justifying the deferment or suspension.
- (c) Applications will be assessed on merit by the Deputy Headmaster – Students. This may include a consideration of:
 - (i) whether Compassionate and Compelling Circumstances exist;
 - (ii) the written application requesting the deferment or suspension, or other documents or evidence provided by the overseas student or his Parent or Guardian; and/or
 - (iii) any other matter the Deputy Headmaster – Students considers relevant to the decision.
- (d) All applications for deferment or suspension will be considered by the Deputy Headmaster – Students within ten (10) working days of receipt.
- (e) The School will keep on the overseas student's file documentary evidence of the assessment of the application for deferment or suspension, and a record of the Deputy Headmaster – Student's decision to approve or reject the application.
- (f) Any period of approved suspension will not be included in attendance calculations for the purpose of the School's Course Progress and Attendance Policy for Overseas Students.

STUDENT INITIATED CANCELLATION OF ENROLMENT

If the Parents or Guardians cancel the enrolment of the overseas student, they must provide written notice to the School as set out in the Student Enrolment Agreement.

SCHOOL INITIATED DEFERMENT OR SUSPENSION FROM ENROLMENT

- (a) The School may initiate a deferment or suspension of enrolment for an overseas student on the following grounds:
 - (i) misbehaviour by the overseas student; or
 - (ii) Compassionate or Compelling Circumstances.
- (b) The School will assess whether deferment or suspension of an overseas student is appropriate by having regard to:
 - (i) whether Compassionate and Compelling Circumstances exist;
 - (ii) the overseas student's behaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students; or
 - (iii) any other matter the School considers relevant to the decision.

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- (c) Where the School initiates the suspension of an overseas student, the overseas student must abide by the conditions of his suspension from enrolment, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster – Students.
- (d) Where a decision is made by the School to suspend an overseas student for 28 days or less, the overseas student must continue to meet the academic requirements of the course.
- (e) Where a decision is made by the School to suspend an overseas student for more than 28 days, the overseas student is required to return to his home country unless the School determines that special circumstances exist (e.g. the overseas student is medically unfit to travel).
- (f) If the School determines special circumstances exist that require the overseas student to remain in Australia for the duration of the suspension, the overseas student must abide by the conditions of his suspension, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster – Students.
- (g) Any period of suspension will not be included in attendance calculations for the purpose of the School's Course Progress and Attendance Policy for Overseas Students.

SCHOOL INITIATED CANCELLATION OF ENROLMENT

The School may cancel the enrolment of an overseas student in the following circumstances:

- (a) the Parents or Guardians fail to pay course fees when due and owing or otherwise do not comply with the terms of the letter confirming the overseas student's offer of placement at the School;
- (b) the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new arrangements;
- (c) the overseas student fails to comply with the welfare and accommodation arrangements approved by the School;
- (d) the overseas student engages in misbehaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students, including without limitation:
 - (i) failing to behave in a manner which enhances the overseas student's reputation and the reputation of the School;
 - (ii) failing to follow the rules and expectations as outlined in the School Handbook;
 - (iii) disrespecting the School's teachers or other staff members;
 - (iv) causing harm to others;
 - (v) interfering with the property of others;
 - (vi) bringing the School into disrepute; or
 - (vii) being involved with drugs (including cigarettes and alcohol); or
- (e) the overseas student fails to maintain satisfactory course progress or satisfactory attendance which results in the School notifying the Department of Education and Training via PRISMS. Refer to the School's Course Progress and Attendance Policy for Overseas Students.

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Gregory Terrace Brisbane QLD 4000

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DECISION OF THE SCHOOL TO DEFER, SUSPEND OR CANCEL ENROLMENT

- (a) Where the School intends to suspend or cancel the enrolment of an overseas student, the School will notify the overseas student, through the Parents or Guardians:
 - (i) of the School's intention to defer, suspend or cancel the overseas student's enrolment;
 - (ii) of the ability to access the School's internal complaints and appeals process under the Complaints and Appeals Policy for Overseas Students within 20 working days;
 - (iii) that deferment, suspension or cancellation of enrolment can affect the overseas student's visa, and the Parents or Guardians should contact the Department of Home Affairs (DHA) for advice.
- (b) The School will keep on an overseas student's file documentary evidence of the assessment of the School's decision to defer, suspend or cancel the enrolment of the overseas student.

COMPLAINTS AND APPEALS

- (a) School initiated deferment or suspension from enrolment or cancellation of enrolment is subject to the School's internal complaints and appeals process under the School's Complaints and Appeals Policy for Overseas Students.
- (b) If the Parents or Guardians access the School's internal complaints and appeals process in relation to a School initiated deferment, suspension or cancellation, the deferment, suspension or cancellation of the overseas student's enrolment will not take effect until the internal complaints and appeals process is completed, unless Extenuating Circumstances exist. The Deputy Headmaster – Students will determine if participation will be in class or under a supervised arrangement outside of classes.
- (c) The final determination of whether Extenuating Circumstances exist is at the Headmaster's sole discretion.
- (d) In the case of a School initiated deferment, suspension or cancellation of enrolment:
 - (i) The Parents or Guardians may also lodge an external complaint or appeal to the Overseas Student Ombudsman, which must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal Formal Complaint or Appeal; however
 - (ii) The School is not required to await the outcome of an external appeals process before notifying DET through PRISMS of a decision to defer or suspend the enrolment due to misbehaviour, or to cancel the enrolment.

CONSEQUENCES OF DEFERMENT, SUSPENSION OR CANCELLATION

- (a) Any deferment, suspension or cancellation of enrolment (whether by the School or on behalf of the student) may have an effect on an overseas student's visa. Parents and Guardians should contact DHA for advice should there be a change to the student's enrolment status.
- (b) The School is required to notify the Department of Education and Training via PRISMS if:

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- (i) the overseas student's enrolment is deferred, including the proposed duration of the deferment and any changes to the proposed date of the deferment of enrolment;
 - (ii) the overseas student's enrolment is suspended, including the proposed duration of the suspension and any changes to the proposed end date of the suspension; and
 - (iii) the overseas student's enrolment is cancelled (whether the cancellation is a result of action by the student or the School or otherwise).
- (c) The School's Accommodation Policy sets out the accommodation, support and welfare requirements for overseas students, including in the event of suspension or cancellation of enrolment.

REFUNDS

The School's Refund Policy for overseas students sets out the School's policy about refunding fees in the event of cancellation of enrolment, including the amounts which may be refunded and the processes for providing a refund.

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COMPLAINTS AND APPEALS POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) (as amended or replaced from time to time).

ESOS Framework means the regulatory requirements for education and training institutions offering courses to international students in Australia on a student visa, including the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System. Registered Provider has the meaning under the ESOS Act.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

GENERAL

- (a) This policy concerns complaints and appeals brought by a Parent or Guardian against the School on behalf of an overseas student with respect to enrolment under the ESOS Framework.
- (b) This policy does not cover general complaints a Parent or Guardian may have regarding general matters concerning their child's attendance at the School, such as academic or disciplinary matters outside the ESOS Framework.
- (c) A complaint or appeal may be brought under this policy about, for example:
 - (i) course fees and due dates;
 - (ii) an overseas student being reported for failure to meet course progress or attendance requirements;
 - (iii) deferment, suspension or cancellation of an overseas student's enrolment;
 - (iv) overseas student accommodation;
 - (v) the transfer of an overseas student to or from the School, from or to another school in Australia which is a Registered Provider (including a refusal by the School to grant a letter of release to enable an overseas student to transfer to a course offered by another school);
 - (vi) incorrect advice given by the School's education agent; or
 - (vii) a decision made by the School that affects the enrolment of the overseas student.

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- (d) Where an overseas student has received notice from the School that it intends to report the student for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the Parent or Guardian has 20 working days in which to access the School's internal complaints and appeals process under this policy.
- (e) A complaint or appeal cannot be made under this policy about a refund that is governed by the ESOS Act.
- (f) If a Parent or Guardian chooses to access the internal complaint or appeals process under this policy:
 - (i) the School will maintain the enrolment of the overseas student while the process is ongoing (this means the School will not notify the Department of Education and Training (DET) via PRISMS of any change to the student's enrolment status); and
 - (ii) the overseas student is required to maintain enrolment and attendance at all classes as normal. The Deputy Headmaster – Students will determine if participation in studies will be in class or under a supervised arrangement outside of classes.

For external complaints and appeals, it depends on the type of appeal, as follows:

- (i) If the complaint or appeal is against the School's decision to report the student for unsatisfactory course progress or attendance, the School must maintain the student's enrolment until the external process under this policy (with the Overseas Student Ombudsman) is complete and has supported the School's decision; or
 - (ii) If the complaint or appeal is against the School's decision to defer or suspend a student's enrolment due to misbehaviour or to cancel the student's enrolment, then the School is not required to await the outcome of the external process under this policy (with the Overseas Student Ombudsman) before notifying DET via PRISMS of its decision.
- (g) A Parent or Guardian may be accompanied and assisted by a support person at any meetings with the School as part of a complaints or appeal process.
 - (h) Nothing in this policy prevents a Parent or Guardian from taking action under Australia's consumer protection laws.

INTERNAL COMPLAINTS AND APPEALS PROCESSES

Informal complaints or appeals

- (a) As a first step, an attempt should be made to resolve any complaint or appeal informally (for example, through discussions with the student and Parent or Guardian).
- (b) A complaint or appeal should initially be reported to the International Contact Officer (Director of Enrolments). (**Informal Complaint or Appeal**).
- (c) The International Contact Officer (Director of Enrolments) may handle the Informal Complaint or Appeal personally, or may refer the Informal Complaint or Appeal to another staff member if he/she believes it is appropriate for that staff member to handle the concern.

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- (d) If the Informal Complaint or Appeal cannot be resolved informally, the Parent or Guardian may lodge a formal complaint or appeal.

Formal complaints or appeals

- (a) A formal complaint or appeal must be made in writing and submitted to the Headmaster (**Formal Complaint or Appeal**). There is no cost for lodging a Formal Complaint or Appeal.
- (b) The School will keep a written record of the Formal Complaint or Appeal and any supporting evidence on the overseas student's file.
- (c) Within ten (10) working days of receiving a Formal Complaint or Appeal and any relevant supporting information, the School will commence the process of reviewing and assessing the Formal Complaint or Appeal.
- (d) The School will take all reasonable measures to finalise the Formal Complaint or Appeal process as soon as practicable.
- (e) The Parent or Guardian will be provided with a written statement of the outcome of the School's decision in response to the Formal Complaint or Appeal, including details of the reasons for the outcome.

EXTERNAL COMPLAINTS AND APPEALS PROCESS

- (a) If a Parent or Guardian wishes to lodge an external complaint about the outcome of the Formal Complaint or Appeal, the Parent or Guardian may contact the Overseas Students Ombudsman.
- (b) For more information visit the Overseas Students Ombudsman website www.oso.gov.au or phone 1300 362 072.
- (c) Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification from the School of the outcome of the internal Formal Complaint or Appeal.

OUTCOME OF PROCESS

If the internal or any external complaint or appeal process results in a decision that supports the overseas student, the School will immediately:

- (a) implement any decisions and/or corrective and preventative action required; and
- (b) advise the Parent or Guardian of the outcome.

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STUDENT TRANSFER REQUEST ASSESSMENT POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

ESOS National Code 2018 means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 made under the Education Services for Overseas Students Act 2000 (Cth), as amended or replaced from time to time.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

OVERVIEW

1. Under the ESOS National Code 2018, Registered Providers cannot enrol overseas students seeking to transfer from another Registered Provider before that overseas student has completed six (6) months of their principal course of study, except in some circumstances. This applies to transfers of overseas students to and from the School, from or to another school in Australia which is a Registered Provider.
2. If an overseas student has completed six (6) months of their principal course of study with the School, the overseas student may transfer to another school (which is a Registered Provider) without the School's permission. However, if the overseas student has not completed six (6) months of their principal course of study, the overseas student requires a letter of release to enable the overseas student to transfer to another school that is a Registered Provider.
3. In this policy, "six (6) months" means six calendar months from the date the student starts the course, not including any period of deferment or suspension.

TRANSFER OF AN OVERSEAS STUDENT TO ANOTHER SCHOOL BEFORE SIX (6) MONTHS

4. A Parent or Guardian of the overseas student can apply to the School for a letter of release. The application must be in writing, signed by the Parent or Guardian and lodged with the School.

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5. Subject to paragraphs 6) and 7) below, the School will provide a letter of release in the following circumstances:
 - (a) there is agreement between the School and the Parent or Guardian that the overseas student would be better placed in a course that is not available at the School; or
 - (b) any other circumstance stated in the School's policies or considered appropriate by the School to justify the transfer, such as the welfare of the student or personal circumstances.

6. The School will not grant a letter of release unless a written application is made by the Parent or Guardian, and the application is accompanied by:
 - (a) a letter from another school that is a Registered Provider confirming a valid enrolment offer has been made for the overseas student; and
 - (b) written confirmation that the Parent or Guardian supports the transfer; and
 - (c) where the overseas student is not living with a Parent or Guardian, written confirmation from such school stating it will accept responsibility for approving the overseas student's accommodation, support, and general welfare arrangements in accordance with Standard 5 of the ESOS National Code 2018.

7. The School may refuse an application for a letter of release where the School considers reasonable grounds exist to refuse the request, which may include but are not limited to the following:
 - (a) the overseas student's academic progress is likely to be disadvantaged;
 - (b) the School is concerned the application for transfer is a consequence of the adverse influence of another party; or
 - (c) the School is concerned the application for transfer is to avoid a report to the Department of Education and Training (for example, in relation to unsatisfactory attendance or progress); or
 - (d) the School considers the transfer to be otherwise detrimental to the overseas student.

8. All applications for a letter of release will be considered by the School and the Parent or Guardian will be notified of the School's decision to grant or refuse the letter of release within 10 working days of receipt of the application. The School will take into account the impact on a student before refusing a request.

9. Where an application for a letter of release is granted, the School:
 - (a) will issue the letter of release at no cost, which may also address the overseas student's commitment to studies, attendance record and payment of fees; and
 - (b) will advise of the need to contact the Department of Home Affairs (DHA) to seek advice on whether a new student visa is required for the overseas student.

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10. The School's Refund Policy for overseas students sets out the School's policy about refunding fees in the event of cancellation of enrolment due to a transfer, including the amounts which may be refunded and the processes for providing a refund.
11. Where the School does not grant a letter of release, the School will provide written reasons for refusing the request to the Parent or Guardian.
12. A decision to refuse to grant a letter of release may be appealed under the School's Complaints and Appeals Policy for Overseas Students.
13. The School will maintain the following records on an overseas student's file:
 - (a) any application for a letter of release;
 - (b) any documents relating to the assessment of an application for a letter of release; and
 - (c) any decision made by the School regarding an application for a letter of release.

TRANSFER OF AN OVERSEAS STUDENT TO THE SCHOOL

14. The School will not enrol an overseas student wishing to transfer from another school prior to the overseas student completing six (6) months of his current course with that school as a Registered Provider, except where the School has been provided with written evidence that:
 - (a) the original school has ceased to be registered as a Registered Provider or the course in which the overseas student is enrolled has ceased to be registered;
 - (b) the original school has provided a letter of release in respect of the overseas student;
 - (c) the original school has had a sanction imposed on its registration as a Registered Provider by the Australian Government or a State Government that prevents the overseas student from continuing his principal course; or
 - (d) any government sponsor of the overseas student considers the change to be in the student's best interest and has provided written support for the change.
15. Whether or not the overseas student has completed six (6) months of the course, the School may decide not to enrol a student who has commenced a course with another school in Australia who is a Registered Provider if the School is not satisfied:
 - (a) the overseas student has demonstrated a commitment to studies at his original school;
 - (b) the overseas student has a good attendance record at his original school; or
 - (c) the Parent or Guardian responsible for paying the overseas student's fees for the course has done so when due and owing.
16. The School may require a letter from the original school addressing the matters outlined in paragraph 15).

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