

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.

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.

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 misbehavior 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**
 - (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 (A\$)

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.

BRISBANE GRAMMAR SCHOOL 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 Immigration and Border Protection (**DIBP**) 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 DIBP 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 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 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.

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 DIBP. 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 DIBP that the School can no longer approve of the arrangements for the overseas student.

Overseas Boarding Students' Vacation Leave Form

This form should be completed for each period of vacation leave requested for an overseas boarding student and submitted no later than four weeks prior to the requested leave period.

The School may decline to approve or cancel leave arrangements at any time at the School's discretion.

I,, being a parent/guardian of (**student**)

in Year wish to advise Brisbane Grammar School of the arrangements made for the student's care and accommodation during the School holidays.

(Please choose Option A or B by ticking the appropriate box.)

OPTION A

- The student will be returning home during the School holidays and I will advise both the Director of Boarding and the Director of Enrolments of his travel arrangements prior to the final week of term. (If the student is returning home during the holiday period, please sign and date this form at the bottom of the page and **DO NOT** complete Option B.)

OPTION B

- I have made alternative arrangements for the student during the vacation period, as follows:

Date leaving Harlin House:

Date returning to Harlin House:

(Please note Harlin House reopens on date.)

Details of travel arrangements:

.....

.....

Address at which the student will be accommodated:

.....

Name and contact details of the responsible person providing care and accommodation for the student:

.....

.....

Relationship of responsible person to the student:

- A copy of the current Blue Card of the responsible person and any other adult residing in the home is attached.
(N.B. A student's parent, grandparent, great grandparent, brother, sister, uncle, aunt, niece, nephew or first cousin are not required to hold a Blue Card.)

1. I warrant that, by signing this form:

- a. I have arranged suitable care, accommodation and travel arrangements for the student;
- b. If Option B is selected:
 - i. I have taken all necessary steps to satisfy myself that the care, accommodation and travel arrangements I have made for the student are suitable; and
 - ii. I have taken all necessary steps to satisfy myself that the responsible person is at least 21 years old and of good character;
- c. I have advised the School of all details of the care, accommodation and travel arrangements I have made for the student including, where Option B is selected, the contact details of the responsible person and a copy of the responsible person's current Blue Card, where necessary.

2. I agree to indemnify the School against all Loss arising directly or indirectly from the care, accommodation and travel arrangements I have made for the student during the period of absence from the School. "Loss" means any loss, claim, action, penalty, liability, damage, cost, charge, expense, payment, which the School pays, suffers or incurs or is liable for, including legal (on a full indemnity basis) and other expenses incurred arising out of the care, accommodation or travel arrangements I have made for the student, or in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts paid in settlement of any claim or action.

3. I acknowledge and agree:

- a. The School may not have undertaken its own investigations in relation to the suitability of the care, accommodation and travel arrangements I have made for the student; and
- b. The School will rely upon the information I have provided about the care, accommodation and travel arrangements made by me for the student and the warranties I have provided in this form as the basis for assessing the suitability of the proposed care, accommodation, support and general welfare arrangements for the student.

Signed: Dated:

Print name:

Overseas Boarding Students' – Weekend Leave Form

This form should be completed for each period of weekend leave requested for an overseas boarding student and submitted no later than 9pm on the Thursday prior to the requested leave period.

The School may decline to approve or cancel leave arrangements at any time at the School's discretion.

I,, being a parent/guardian of (**student**)

in Year request approval for weekend leave for the student, for the purpose of:

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under the following arrangements I have made for the student's care, accommodation and travel:

Date and time leaving Harlin House:

Date and time returning to Harlin House:

Name and contact details of the person providing care, accommodation and travel arrangements for the student
(**responsible person**):

Name:

Mobile phone:

Email address:

Home address:

Relationship of responsible person to the student:

Details of travel arrangements:

.....

.....

Address at which the student will be accommodated:

.....

.....

- A copy of the current Blue Card of the responsible person and any other adult residing at the address at which the student will be accommodated is attached.

N.B.: A copy of a Blue Card previously provided to the School does not need to be attached. A copy of a Blue Card is not required for the responsible person if they are the student's parent, grandparent, great grandparent, brother, sister, uncle, aunt, niece, nephew or first cousin.

1. I warrant that, by signing this form:
 - a. I have arranged suitable care, accommodation and travel arrangements for the student;
 - b. I have taken all necessary steps to satisfy myself that the care, accommodation and travel arrangements I have made for the student are suitable;
 - c. I have taken all necessary steps to satisfy myself that the responsible person is at least 21 years old and of good character; and
 - d. I have advised the School of all details of the care, accommodation and travel arrangements I have made for the student including the contact details of the responsible person and a copy of the responsible person's current Blue Card, where necessary.

2. I agree to indemnify the School against all Loss arising directly or indirectly from the care, accommodation and travel arrangements I have made for the student during the period of absence from the School. "Loss" means any loss, claim, action, penalty, liability, damage, cost, charge, expense, payment, which the School pays, suffers or incurs or is liable for, including legal (on a full indemnity basis) and other expenses incurred arising out of the care, accommodation or travel arrangements I have made for the student, or in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts paid in settlement of any claim or action.

3. I acknowledge and agree:
 - a. The School may not have undertaken its own investigations in relation to the suitability of the care, accommodation and travel arrangements I have made for the student; and
 - b. The School will rely upon the information I have provided about the care, accommodation and travel arrangements made by me for the student and the warranties I have provided in this form as the basis for assessing the suitability of the proposed care, accommodation, and travel arrangements for the student.

Signed: Dated:

Print name:

**BRISBANE GRAMMAR SCHOOL COURSE PROGRESS AND ATTENDANCE POLICY
FOR OVERSEAS STUDENTS**

1) 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:

- (i) illness or injury, accompanied by a medical certificate where required by the School that states the overseas student is unable to attend classes;
- (ii) bereavement of a close family member such as a parent, sibling or grandparent;
- (iii) major political upheaval or natural disaster in the overseas student's home country requiring the overseas student's emergency travel;
- (iv) a traumatic experience which has impacted on the overseas student, supported by police or psychologists' reports where required by the School;
- (v) where the School is unable to offer a pre-requisite unit;
- (vi) inability to begin studying on the course commencement date due to delay in receiving a student visa; or
- (vii) 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.

2) 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.
- 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

- e) 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**):
- (i) 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;
 - (ii) the School will contact identified students and provide counselling to determine the reasons for the overseas student's current level of academic progress;
 - (iii) 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.
- f) 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

- g) 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:
- (i) the School intends to report the student for not achieving satisfactory course progress; and
 - (ii) 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.

- h) Where:
- (i) 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;
 - (ii) the Parent or Guardian accesses the complaints and appeals process within 20 working days but later withdraws from the process; or
 - (iii) the 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,

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

3) 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.

4) 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.
- 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*.

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.

g) 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,

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

**BRISBANE GRAMMAR SCHOOL DEFERMENT, SUSPENSION AND CANCELLATION POLICY
FOR OVERSEAS STUDENTS**

1 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:

- i) illness or injury, which is supported by a medical certificate stating the overseas student was unable to attend classes;
- ii) bereavement of a close family member such as a parent, sibling or grandparent (where required by the School, a death certificate should be provided);
- iii) 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
- iv) 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:

- i) the overseas student fails to comply with welfare and accommodation arrangements approved by the School (for students under 18 years of age);
- ii) 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;
- iii) the overseas student is missing;
- iv) 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;
- v) the overseas student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the overseas student or others;
- vi) the overseas student is at risk of committing a criminal offence;
- vii) the overseas student is the subject of an investigation relating to criminal matters; or
- viii) 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.

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).

2 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.

3 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.

4 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.
- 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*.

5 SCHOOL INITIATED CANCELLATION OF ENROLMENT

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

- i) 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;
- ii) 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;
- iii) the overseas student fails to comply with the welfare and accommodation arrangements approved by the School;
- iv) the overseas student engages in misbehaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students, including without limitation:
 - failing to behave in a manner which enhances the overseas student's reputation and the reputation of the School;
 - failing to follow the rules and expectations as outlined in the School Handbook;
 - disrespecting the School's teachers or other staff members;
 - causing harm to others;
 - interfering with the property of others;
 - bringing the School into disrepute; or
 - being involved with drugs (including cigarettes and alcohol); or
- v) 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*.

6 DECISION OF THE SCHOOL TO DEFER, SUSPEND OR CANCEL ENROLMENT

- i) 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 Immigration and Border Protection (**DIBP**) for advice.
- j) 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.

7 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:
 - a. 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**
 - b. 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.

8 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 DIBP 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:
 - 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.

9 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.

BRISBANE GRAMMAR SCHOOL 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 2007*.

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.
- (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

1 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.
- (d) If the Informal Complaint or Appeal cannot be resolved informally, the Parent or Guardian may lodge a formal complaint or appeal.

2 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.

BRISBANE GRAMMAR SCHOOL STUDENT TRANSFER REQUEST ASSESSMENT POLICY
FOR OVERSEAS STUDENTS

DEFINITIONS

ESOS National Code 2007 means the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* 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 2007, 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.
- 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 2007.
- 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 Immigration and Border Protection (**DIBP**) to seek advice on whether a new student visa is required for the overseas student.
- 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).

Australia welcomes international students

The Australian Government wants international students to have a rewarding, enjoyable and safe experience when they come to Australia to study. Australia's education and training system offers high quality services and protection for international students to ensure they make the most of their time here.

Australia offers all levels of education to international students—from school (with some limitations depending on age and support from their family in Australia), through foundation and English language intensive courses, to vocational education and training (VET) and higher education.

The laws that protect international students form the Education Services for Overseas Students (ESOS) framework. They include the *Education Services for Overseas Students Act 2000* and the ESOS National Code.

The ESOS Act ensures that education providers are registered by the Australian Government. Under ESOS, education providers must meet certain obligations as part of their registration on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). They must act in accordance with principles designed to support the best possible services for our international students. As an international student on a student visa, you must study a course with an education provider that can be found on CRICOS at <http://cricos.deewr.gov.au>.

The ESOS framework also ensures that students have access to tuition assurance (which acts like consumer protection) and that they can get appropriate refunds.

As well as enhancing Australia's quality education and training services, ESOS supports Australia's migration laws as they relate to international students.

You can find out more about Australia's education system by visiting the Study in Australia website at <http://www.studyinaustralia.gov.au> and Australian Education International's website at <https://aei.gov.au/Pages/default.aspx>.

The ESOS National Code is available at <https://aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Pages/default.aspx>.

What you need to know about being an international student in Australia

The ESOS standards cover a range of information you have a right to know about and the services that must be offered to you by Australian education providers. These include:

- orientation to help you understand the course and more about the place you are studying, as well as access to support services that can help you study and adjust to life in Australia
- the education provider's contact officer or officers for overseas students
- what your provider's requirements are for satisfactory attendance
- what your provider's requirements are for satisfactory progress in the courses you study and what support is available if you are not progressing well
- if you can apply for course credit and the circumstances in which your enrolment can be deferred, suspended or cancelled
- a complaints and appeals process.

Your responsibilities as an international student in Australia

As an international student on a student visa, you are responsible for:

- complying with your student visa conditions
- ensuring you have and continue to maintain your Overseas Student Health Cover (OSHC) for as long as you stay in Australia as a student
- telling your provider if you change your address or other contact details
- meeting the terms of the written agreement with your education provider
- meeting the restriction on transfer between registered providers
- maintaining satisfactory course progress
- maintaining satisfactory attendance where applicable.

Information about visa conditions for student visa holders is available on the Department of Immigration and Border Protection's website at <http://www.immi.gov.au/students/visa-conditions.htm>.

Requirements for younger students (under 18)

If you are under 18 years of age, to ensure your safety you will only be granted a visa if there are adequate arrangements in place for your accommodation, support and general welfare for the length of your student visa or until you turn 18. This is a requirement of the Department of Immigration and Border Protection. Under Australia's immigration laws, student visa applicants under the age of 18 must be able to demonstrate that they will be accompanied by a parent or a legal custodian or an eligible relative, or that their education provider approves of other arrangements made for the student's accommodation, support and general welfare while he or she is in Australia on a student visa.

Under the ESOS National Code, education providers must advise the Department of Immigration and Border Protection as soon as possible where a student under 18 years old changes their living arrangements or where the education provider no longer approves of the arrangements for the student's accommodation, support and general welfare.

If your living arrangements have been approved by your education provider, but you wish to change them, you should seek approval for any change from your provider beforehand. If the provider agrees to you changing your living arrangements, the provider must then inform the Department of Immigration and Border Protection of the change. If your provider has approved the change, the Department of Immigration and Border Protection will not take any action. However, if your provider does not approve the change or the arrangements, then you will be in breach of your student visa condition 8532 and your visa may be cancelled.

More comprehensive information about specific visa requirements for students under 18 years of age is available on the Department of Immigration and Border Protection's website at <http://www.immi.gov.au/Visas/Pages/571.aspx> (under eligibility).

Using an education agent

Under the ESOS Act all education providers must list their education agents on their website. All education providers must also have a written agreement with their agents, and they must ensure that the agents they use have a good knowledge of Australia's international education system and that their agents behave honestly and with integrity.

Education agents are not the same as migration agents. A migration agent is responsible for giving you information on visa and immigration matters. You can also visit the Department of Immigration and Border Protection's website for more information at <http://www.immi.gov.au/Study/Pages/Study.aspx>.

International students do not have to use an education agent. You can lodge an enrolment application directly with the Australian education provider of your choice. You should consider contacting your education provider directly to see if they can help you with putting in your student enrolment application.

Finding the right education provider for you

You can find out more about Australia's education system through Austrade and their website at

<http://www.austrade.gov.au/Education/Services>.

CRICOS is a good place to start when you want to find out more about what courses and education providers are being offered in Australia. Visit the CRICOS website for more information at <http://cricos.deewr.gov.au/>.

Written agreements or contracts between the student and provider

When you have been accepted to enrol with an education provider, under the ESOS National Code your education provider must enter into a written agreement with you. The written agreement is like a contract, and you and the provider are required to do the things outlined in that agreement once you sign or indicate to the provider that you accept the agreement with them. You do not have to pay the provider or their agent any money or fees until you have signed the agreement.

Under the ESOS Act and the National Code you have certain rights to information, even before you enrol with an education provider. You have the right to:

- receive current and accurate information about the courses, entry requirements, all fees, modes of study and other information from your provider and your provider's agent before you enrol
- sign a written agreement with your provider before or at the time you pay fees, setting out the services they are

providing, the fees you are required to pay and information about refunds of the money you paid for the course and the circumstances in which this would be appropriate. You should keep a copy of your written agreement

- get the education you paid for. The ESOS framework includes tuition (consumer) protection that will allow you to receive a refund or to be placed in another course if your provider is unable to teach your course (that is, the provider defaults)
- access complaints and appeals processes
- request to transfer to another provider and have that request assessed.

Transferring between education providers

Under the ESOS National Code, a student must meet certain conditions before they can enrol with another education provider if they are not happy with the course they are doing.

The National Code says you must have a letter of release from your education provider before you can enrol with a new provider if you have NOT completed 6 months of your principal course (the main course of study you are undertaking). If you want to transfer before you have completed six months of your principal course, you need your provider's permission.

However, if you do wish to transfer, your education provider must assess or consider your request to transfer.

All education providers must have documented procedures on their transfer policy. You should make sure you understand that policy, and what your written agreement says you must do, before you make the decision to enrol with an education provider.

If you are thinking about changing your course, you need to ensure that you continue to meet the conditions of your student visa. Further information about changing courses or education providers is available on the Department of Immigration and Border Protection's website at <http://www.immi.gov.au/Study/Pages/changing-courses.aspx>.

For more details about transferring and the requirements under the ESOS National Code, you can:

- visit <https://aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/nationalcodepartd/Pages/ExplanatoryguideD7.aspx>
- read Standard 7 in the National Code at <https://aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Pages/default.aspx>.

Support for international students

Under the ESOS National Code all education providers must offer their international students support to help them adjust to study and life in Australia, achieve their learning goals and achieve satisfactory progress in their learning. This support is available because we recognise that Australia is a new environment for students, as well as a different culture, with different laws and systems. Your education provider must ensure that advice is provided on:

- support and welfare services available at their institution
- legal services
- emergency and health services
- facilities and resources

- complaints and appeals processes
- any student visa condition that relates to the course you are studying.

Tuition protection

The ESOS framework includes elements of protection for students so that they can receive a refund if they do not complete a course. The Tuition Protection Service (TPS) helps international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees (the amount that is equal to the amount of the course the student has NOT undertaken).

More information on the Tuition Protection Service is available at

<https://tps.gov.au/Home/NotLoggedIn>.

Making complaints and getting help

All education providers registered under CRICOS must have in place complaints and appeals processes to help students resolve their issues. These processes must be independent. They must also be easily and immediately available to students and be as inexpensive as possible. Making a complaint should not affect your enrolment.

If you cannot resolve your complaint with a provider, and your provider is a private organisation, you can approach the Overseas Students Ombudsman. Visit the website of the Overseas Students Ombudsman for more information about what they do and how they help students at <http://www.oso.gov.au/>. If you are studying with a public provider you should contact your relevant state/territory or the Commonwealth ombudsman. You can find the contact details of all Australian ombudsmen's offices at <http://www.ombudsman.gov.au/pages/related-sites/state-and-territory-ombudsmen.php>.

More about Australia

Australia offers a very modern, vibrant and multicultural lifestyle. It is a popular tourist destination for people from all over the world. You can learn more about Australia's history and its indigenous heritage at <http://www.australia.com/about/culture-history/history.aspx>. More information about Australia is available at www.Australia.gov.au.