



Billanook College

197-199 Cardigan Road, Mooroolbark, Vic 3138, Australia
Phone: +61-3 9725 5388 Fax: +61-3 9725 8556
Email: registrar@billanook.vic.edu.au Web: www.billanook.vic.edu.au
CRICOS 00131M

Terms and Conditions for International Students 2017

This document sets out the terms and conditions under which International Students are enrolled at Billanook College. The information is current at the time of publication, but the College retains the right to amend these terms and conditions at any time. A place in the College is subject to agreement by parents/guardians and students to abide by the College's policies. Such policies are designed to enhance and assist in the delivery of educational programs.

Terms and Conditions for International Student Enrolment

1. Admission

Semester Dates are available on the College website. Students may commence studies in Years P - 10 at the start of any school term or at any other time by negotiation with the College. Students enrolling in Year 11 must be available to commence studies at the start of a Semester in order to fully qualify for the Victorian Certificate of Education (VCE). A student entering the College for Year 12 studies only must be available to commence on the published commencement date in January and only after establishing that they will qualify for Recognition of Prior Learning toward the attainment of VCE. In cases of anticipated delay of enrolment and commencement the onus for communication with Billanook College of associated circumstances rests with the parents or Agent of the student.

Admission to the College is conditional upon the Principal, or his appointed officer, receiving and reviewing all requested documentation from the applicant or their agent as part of the application process.

While applications are a pre-requisite to admission they do not guarantee acceptance and the College reserves the right to offer a place to any applicant irrespective of the date of the application.

All applications must be made on the College's International Student Application for Enrolment Form.

A place is accepted by the parent or guardian upon returning a signed Acceptance of Enrolment Form, and the payment of the monies as detailed in the Letter of Offer.

The making of this payment is a condition of the issuance of an electronic Confirmation of Enrolment (eCoE).

Parents of students enrolling at the commencement of an academic year are required to pay a full year's fees in advance. In the case of students enrolling during the course of an academic year parents are required to pay fees to the end of that academic year in advance. The College acknowledges that it must not request more than 50% of the total tuition course fees in advance.

Should a student for whom a place at the College has been accepted and fees paid subsequently be withdrawn from enrolment due to student visa rejection, parents will be refunded the full pre-paid fees. In all other circumstances of withdrawal from enrolment one term's fees will be retained by the College, in lieu of notice. In line with Australian Government Regulations, International Students must remain enrolled with the primary Education Provider for a minimum of six months following the granting of a Student Visa.

The Administration Fee is non-refundable under all circumstances except a non-successful Student Visa application.

2. **Enrolment Requirements**

Complete the Billanook College Application for Enrolment Form and attach:

- a) a copy of birth certificate, passport or other evidence of date of birth;
- b) certified copies of reports for the previous two years of study translated into English
- c) a letter of recommendation from the Principal or a Key Teacher at the student's current school;
- d) evidence of English language proficiency in the form of an AEAS test report, IELTS report, or other recognised English language competency test report. If for any reason it is not possible to provide a report from one of these recognised English language tests, Billanook College reserves the right to assess English language proficiency by other means to meet Department of Immigration and Border Protection requirements.

Forward all documentation to the College Registrar email registrar@billanook.vic.edu.au well in advance of the proposed commencement date. Billanook College undertakes to assess all applications within 14 days of receipt. Such an assessment may also include an interview of the applicant in person or via SKYPE. Following assessment of the application, parents of the students will be informed in writing of the application outcome either directly or via the agency. Successful applicants will then be issued electronically with a Letter of Offer without delay.

Application for Course Credit

In some circumstances, it may be possible for successful applicants to be awarded Credit toward the attainment of an Australian Education Qualification based on studies already completed in their home country.

Applicants must request consideration of this matter by ticking 'Yes' on the *International Student Application for Enrolment Form*. Following this Billanook College will advise the applicant of all necessary documentation that must be submitted to Billanook College for lodgement with the relevant education authorities. This process should take place prior to an offer of a place being provided at Billanook College.

3. **Acceptance of Offer**

In order to secure the place as specified in the Letter of Offer, full payment of the fees as listed in the Letter must be made to Billanook College by the date specified.

To enable you to make payment, Billanook College direct banking details are included in the International Student Acceptance of Enrolment Form that accompanies the Letter of Offer.

The College will then issue an electronic Confirmation of Enrolment (eCoE) and Confirmation of Approved Accommodation and Welfare Form (CAAW) where required. If payment is not made as per the conditions in the Letter of Offer by the date specified, Billanook College may choose to withdraw the offer in order to make the place available to another applicant.

4. **Applying for a Student Visa**

The COE and CAAW are to be taken to the Department of Immigration and Border Protection (DIBP) at an Australian Embassy or Consulate to apply for a Student Visa.

International Students are well advised to allow the necessary time to complete all required Student Visa application processes. Advice should be sought from the Officer at the Consulate or Embassy on all steps required and time to be allowed for these processes to occur.

The service of an Immigration Agent may be utilised but is not mandatory throughout this process.

5. **Travel Arrangements**

On receipt of the Student Visa approval, the student either directly, or through their Agent, must communicate with the Registrar of the College to confirm flight details and arrival arrangements. At this point in time Billanook College will be in communication with the student or their Agent to ensure that all accommodation and welfare arrangements are then finalised.

Prior to the International Student arrival, Billanook College will make arrangements with our contracted guardianship provider *International Student Alliance (ISA) Guardianship & Welfare* to allow for initial communication between the International Students' family and the appointed ISA Guardian. In the case of the International Student's family nominating their own guardian for the student, Billanook College will commence communication with that person. In either case, Billanook College needs to be satisfied that suitable arrangements are in place for the airport greeting and transfer to Homestay residence as arranged.

In the event that the student is enrolling with an *English Language Intensive Courses for Overseas Students (ELICOS) Provider* prior to commencement at Billanook College, the ELICOS Provider will put in place their own accommodation and welfare arrangements initially and the parents or agent should be in direct communication with that ELICOS Provider on all such matters.

6. **Fee Payment Policy**

Billanook College requires full details of the Nominated Account Payee on the International Student Application for Enrolment form. The onus for updating the contact details for the Nominated Account Payee, in circumstances where the contact details have changed, rests with the parent of the International Student or their Agent. All updates of contact details for the Nominated Account Payee must be communicated by email to the Billanook College Registrar (registrar@billanook.vic.edu.au) within seven days of the change taking affect.

Annual tuition fees are charged in two equal instalments following the initial payment required according to the original Letter of Offer.

Accounts are due and payable on the date specified on the Fees Invoice.

Students are allocated a place in the College for the commencement of each term. No deduction can be made on account of absence, including late arrivals, as the expenses incurred in maintaining the efficiency of the school are not lessened by the temporary absence of individual students.

If you are unable to pay your fees and charges by the due date, you must contact the College Principal via the Registrar to discuss your financial situation and to request alternative payment options to enable the overdue account to be paid. Please note that while Billanook College is prepared to discuss alternative payment arrangements, the College is under no obligation to agree to any proposed arrangement other than the payment of the fees and charges on normal terms.

Where necessary, Billanook refers overdue accounts to a debt collection agency or its legal representatives without notice to you. In addition to any overdue fees and charges, you will be liable for all reasonable costs incurred by Billanook College in seeking to recover any overdue monies.

The College reserves the right to withdraw services or not allow a student to participate in classes in a new term when fees remain outstanding. In this instance, the College is obliged to advise the Department of Immigration & Border Protection which may result in cancellation of the student's visa.

Default in the payment of fees and charges renders the Nominated Account Payee responsible for the fees to legal action for the recovery of the unpaid fees or other charges with legal costs added to the debt.

The Principal of Billanook College reserves the right to offer fees discounts and bursaries to the families of International Students at his discretion.

7. **Refund Policy**

If a student is not granted a visa, the College will refund all fees paid. Refund of pre-paid fees made to the College as part of the application process shall be granted in all other circumstances in line with the published Billanook College Refund Policy.

The Billanook College Refund Policy applies to all course monies paid to the College.

Any notification of withdrawal from a course and application for refund of course monies must be made in writing by the Nominated Account Payee and submitted to the College Principal.

The College will refund within 28 days all course monies paid where the student's application for enrolment is refused by the College or the student produces evidence that the application made by the student for a Student Visa has been rejected by the Australian Immigration Authorities.

If enrolment is cancelled by the parent, no less than 28 days prior to the student commencing Billanook College reserves the right to retain the Administration Fee and will undertake to refund all other pre-paid fees.

If enrolment is cancelled by the parent within 28 days prior to the student commencement date, Billanook College reserves the right to retain the Administration Fee and one term's fees in lieu of late notice. It is to be noted that in either case, Billanook College is compelled to notify the Department of Immigration and Border Protection of this situation.

If a Conditional Offer is withdrawn by Billanook College as a result of the student not meeting all conditions as stated, in the reasonable belief that every opportunity has been provided for the student to meet those conditions within an acceptable period of time, the applicant shall be entitled to a full refund of pre-paid tuition fees except for the Administration Fee which will be retained by Billanook College.

If no notification is provided in writing prior to course start date that the student is not commencing the course as offered, Billanook College reserves the right to retain the Administration Fee and one term's fees in lieu of notice once this decision is confirmed through communication with the parent. It is to be noted that in such an instance, Billanook College is compelled to notify the Department of Immigration and Border Protection of this situation.

Once a student has commenced studies at Billanook College, parents are required to provide notice in writing at least one term in advance of intent to withdraw the student and terminate the enrolment agreement. In such instances, a pro-rata calculation of all pre-paid fees for the remainder of that academic year will be refunded. Refunds will be made by the College within 28 days.

No refund of pre-paid tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:

- Failure to maintain satisfactory course progress (Visa Condition 8202)
- Failure to maintain satisfactory attendance (Visa Condition 8202)
- Failure to maintain approved welfare and accommodation arrangements (Visa Condition 8532 – if applicable)
- Any behaviour identified as resulting in enrolment cancellation in Billanook College's Behaviour Policy/Code of Conduct (*see point 8 of Terms and Conditions – Termination of Enrolment*)

In the unlikely event that Billanook College is unable to continue to deliver a course in full, the College undertakes to refund any pre-paid fees that have not yet been allocated to the provision of Educational Services already utilised by the student. Refunds will be made by the College within 28 days.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

8. **Termination of Enrolment**

Billanook College may end the enrolment of your child and terminate the Agreement if any of the following occur:

- You have not paid any fees or charges due in accordance with the Agreement and you have failed to respond to all measures by the College to communicate with you on this matter or you have failed to adhere to negotiated alternative payment arrangements. In all such cases, Billanook College will provide no less than 28 days' notice in writing to the parent of intent to cancel the Agreement via the appointed guardian;
- The student fails to maintain approved welfare and accommodation arrangements in accordance with Visa Condition 8532 as attached to the 571 Student Visa;
- The student behaviour is in significant breach of College Policy (refer Section 10). In all such cases, the College undertakes to implement intervention strategies and necessary counselling

to assist the student to modify their conduct in order to be compliant with College Policy. Such significant breach may include but shall not be limited to:

- aggressive conduct toward other members of the College community;
- possession or use of substances that may be injurious to themselves or others;
- consistently poor academic effort in class and in home study time;
- dishonest conduct of an academic or general nature
- consistently poor punctuality and attendance.

The College is required to report failure to maintain satisfactory course progress and failure to maintain satisfactory attendance to the Department of Immigration and Border Protection which will result in automatic Student Visa cancellation.

International Students and their families may access the College Complaints and Appeals (Grievance) Process at any time. Details on the Complaints and Appeals (Grievance) Process are published on the College website and are intended to provide the complainant with every opportunity to maintain the students' enrolment in the College. The College is required to maintain the enrolment and learning opportunities of the student throughout the Complaints and Appeals (Grievance) Process, unless extenuating circumstances apply, at the discretion of the College Principal.

9. **Withdrawal of Students**

Parents are to provide the Principal, in writing, notice of their intention to withdraw their child/children from the College. This notice must be received no less than one term prior to the student's departure, otherwise one term's fees will be charged. Any refund you may be entitled to will be provided to the Nominated Account Payee as per their directions on the Refund Request Proforma supplied by Billanook College, after first deducting any outstanding fee.

The onus is on the Nominated Account Payee to communicate in writing to the Registrar of the College the bank account details into which any refund is to be deposited.

A financial Summary of Account Closure will be provided to the parent on request.

10. **Billanook College Policies Relating to International Students**

The Australian Government intends International students in Australia to have a safe, enjoyable and rewarding place to study. Australian laws promote quality education and consumer protection for International students. These laws are known as the ESOS framework and they include the Education Services for Overseas (ESOS) Act 2000 and the National Code 2007.

It is important that students are aware of their rights and responsibilities under the ESOS framework before accepting an Education Provider's offer of a place and forwarding their fees. The ESOS framework is found at www.aei.gov.au.

Enrolment of an International student is conditional upon students and parents/guardians at all times adhering to all relevant College policies and directions from the College. By applying for enrolment, students and parents/guardians accept these terms. These policies may be varied at times by the College and will be published on the College website or provided upon request.

Specific policies pertaining to International Students include:

- Homestay Policy Guidelines
- Complaints and Appeals (Grievance) Policy
- Course Progress and Attendance Policy
- Community Expectations Policy (Code of Conduct)
- Student Transfer Request Assessment Policy
- Deferral, Suspension and Cancellation Policy
- Refund Policy
- Billanook College Privacy Policy
- Critical Incident Policy
- Personal and Family Details Update Policy

These policies are available for your consideration in the International Section of the Billanook College website www.billanook.vic.edu.au.

11. Fees and Other Possible Charges

Application Fee No charge

College approved Guardian
(International Student Alliance (ISA) Guardianship & Welfare Services) \$1,950
This annual fee is fully absorbed by Billanook College as outlined in the Fee Schedule

Airport transport fees
If the initial airport greeting and transfer is conducted by Billanook College \$ 250

Once the student is enrolled, all airport transfers where students are returning to, or from their home country, must be co-ordinated through the College at an additional fee for service. \$ 150

Non-refundable Administration fee (*payable once only*) \$2,000

Tuition Fees and Levies (*see Fees & Levies Schedule*)

Billanook College reserves the right to determine its level of fees and charges. Fees and charges may be subject to increase without notice. The College Board will ratify the fee schedule for the following year by September. Billanook College may also offer promotional fees, concessions and bursaries at the Principal's discretion through selected agencies.

Homestay Accommodation Costs

\$300 per week paid directly to the homestay family on a 28 day cycle in advance.

Homestay Holding Fee

A fee of 50% of the weekly Homestay cost is to apply if the student chooses to return home, or for other acceptable reasons, is absent from the Homestay during the Term 1, 2 and 3 vacation periods. A fee of 10% of the weekly Homestay costs applies to students who wish to hold the Homestay placement over the Summer vacation (December - January). *Refer to Homestay Guidelines on the College website.*

Homestay Security Deposit (Refundable)

A refundable security deposit of \$500 is paid to the College on enrolment to cover potential minor damage to property incurred during the student's Homestay. Students and their Parents/guardians are liable for any claims of damage. Claims greater than \$500 will be referred immediately to parents/guardians for action and reimbursement of costs to the homestay family. The College accepts no responsibility for any damage to property caused by the Homestay student.

Any unused funds will be refunded to the Nominated Account Payee when the student departs the College. Refunds will be made by the College within 28 days

Overseas Student Health Cover (OSHC)

OSHC is provided by BUPA at an approximate cost \$560 per annum. OSHC is payable for the duration of the student visa in advance. This insurance cover is arranged by the College.

Other Indicative Fees

College Uniform \$800 (approx)

Text books & stationery \$800 (approx)
Cost depends on subject choice and year level of study

Information Technology (ICT) Levy Years 5-11 \$175 per annum

Camps & Special Activities

Students have a range of study camps and other EXIT Week options. An EXIT Week Information Booklet is published in Term 4 of each year for the following year on the College website. Approximate costs of participation in all EXIT Week Programs are clearly listed against each activity and are to be paid by the family in addition to College tuition costs.

Victorian Curriculum Assessment Authority (VCAA) Fees

Government Examination Fees (approximate) and subject enrolment	Year 11	\$280
	Year 12	\$420

School Bus Fees

To be advised depending on Homestay location. \$350 - \$1,200 per annum (approximate)

Miscellaneous Living Expenses

(approximate) \$60 per week

Additional English Language or Subject Based Tuition

facilitated by the College after hours

(on a needs basis and only after consultation with parents via the guardian) \$35 - \$60
(per hour)

Weekend Driver Service Fee

To facilitate safe and convenient transport to the Homestay residence on Friday, Saturday & Sunday evenings from Mooroolbark train station, within a designated timeframe.

\$450 per annum

12. Personal Information and Privacy Policy

Information is collected about students, their visas and their obligations under Australian Immigration Laws as provided by the ESOS Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. This is to ensure Billanook College can assist Full-fee Paying International Students to meet their obligations under the ESOS Act and National Code 2007.

If required, this information can be provided to the Australian Government or other designated authorities. There may be instances where, by law, this information can be provided to an authority without your consent.

Billanook College is bound by, and adheres to, the Australian Privacy Principles contained in the Commonwealth Privacy Act 1988 and Privacy Amendment (Enhancing Privacy Protection) Act 2012.

Billanook collects personal information, including sensitive information about you and your child before and during the course of your child's enrolment at Billanook. The primary purpose of collecting this information is to enable the College to:

- provide schooling for your child/children, including satisfying the needs of parents and guardians and the needs of the student throughout the whole period he/she is enrolled; and
- satisfy the legal obligations of the College, particularly to enable it to discharge its duty of care.

If the information referred to above is not obtained, Billanook may not be able to enrol or continue to enrol your child/children.

Certain laws governing or relating to the operation of schools require that certain information is collected. You may contact the College if you have a question about this. Certain information is required to be updated annually by parents or guardians.

Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act. Billanook requires medical reports about students from time to time. If you do not consent to Billanook obtaining this information, you must advise the College in writing.

From time to time Billanook College also has to disclose certain, and sometimes sensitive, information to others. This includes other schools, government departments, medical practitioners, publications and people providing services to the College, including specialist visiting teachers, outdoor education professionals, coaches and volunteers. Billanook may provide your personal information to debt collection agencies and other legal representatives in order to recover outstanding school fees.

Personal information collected from students is regularly disclosed to the parents and guardians.

At various times Billanook College students will be involved in activities that are of interest to the media and showcase the students and the College. Photographs of students may be used in the media, in College promotion (including but not limited to newsletters, magazines, outdoor banners, bus signage and website), social networking sites, online directories, affiliated websites, or in advertising. Photographs are taken with the knowledge of the College, arranged by the Marketing and Community Relations Office, or by staff responsible for a particular activity. Parents/guardians who do not wish their child's photograph to be used are required to notify the College in writing prior to their child's commencement. There are also times when student work may be displayed, published or photographed for educational or promotional purposes.

From time to time Billanook College engages in fund-raising activities. The information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in the College's fund raising activities and to the Past Students' Association when the student leaves Billanook College.

Parents/guardians may seek access to personal information collected about them and their child by contacting Billanook College. However, there will be occasions when access may be denied. Such occasions would include where the release would have an unreasonable impact on the privacy of others or where release may result in a breach of the duty of care to the student by Billanook College.

If you provide Billanook with personal information of others, such as doctors or emergency contact, you should inform them that you are disclosing that information to the College and why, so that they can access the information if they wish, and that Billanook does not usually disclose the information to third parties.

Please go to the College website at www.billanook.vic.edu.au to view the complete Privacy Policy document.