

# Terms and Conditions for International Students 2018

**CRICOS 00131M** 

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 in accordance with the ESOS (Education Services for Overseas Students Regulations) Act and the National Code (2017)

# In this document:

- The Board refers to the Billanook College Board
- Billanook College, Billanook and The College refers to Billanook College Ltd, ABN 37 005 705 555
- Parents means the parent/s or guardian/s of the student/s being enrolled
- Fees means Tuition Fees, Composite Fees and other charges invoiced by the College
- MyConnect means Billanook College's intranet site

## **APPLICATION PROCESS**

Parents/agents should prepare well in advance for applying to enrol at to Billanook College including facilitation of an AEAS Test (<a href="www.aeas.com.au">www.aeas.com.au</a>) to allow for planning of successful transition to mainstream studies in Australia. Planning and preparation should occur no less than nine months prior to the desired entry date for mainstream studies.

To commence the application process please contact the International Programs Manager directly. Email: <a href="mailto:steven.lingard@billanook.vic.educ.au">steven.lingard@billanook.vic.educ.au</a> Phone: 61 3 9724 1166

# **ENROLMENT**

To enrol your child at Billanook College:

- Complete and return the College's official **International Student Application for Enrolment** form signed by both parents or guardian/s to the Registrar email: <a href="mailto:registrar@billanook.vic.edu.au">registrar@billanook.vic.edu.au</a>
  - If signatures of all parents/guardians are not included on this form, please indicate the circumstances to our College Registrar.
- Provide a copy of all supporting documentation as outlined in the International Student
   Application for Enrolment Form and the payment of monies as detailed in the Letter of Offer including:
  - 1. copy of the student's Passport/Birth Certificate;
  - 2. Certified copies of Academic Reports for the previous two years of schooling, translated to English;

- 3. A Letter of Recommendation from the Principal/Key Teacher at the applicant's current school:
- 4. Evidence of English language proficiency in the form of an AEAS Test Report, an IELTS Test Report or other internationally accepted, objective assessment of English language Competency. Billanook College reserves the right to assess the applicant's degree of English language competency by other means, on a case by case basis. Preference will be given to applicants who submit an AEAS Test Report at the point of application

If payment is not made as per the conditions in the Letter of Offer by the date specified, the College may choose to withdraw the offer, without notice.

Should you subsequently cancel the enrolment prior to commencement, the administration fee is not refundable.

Semester and school term commencement dates are available on the college website. Students may commence in Years P-10 at the start of any school term.

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), being the final academic qualification achievable through completion of Year 12 studies at Billanook College.

A student enrolling at the College for Year 12 studies only must be available to commence on the published commencement date in January. The College must be satisfied that the student will qualify for Recognition of Prior Learning toward the attainment of VCE.

Billanook College conducts a transition program of introductory classes for the subsequent year of study in the last week of November and first two weeks of December. It is highly recommended that new international students are enrolled and in attendance for this program. This requirement can be waived in exceptional circumstances up to Year 10 entry, but is non-negotiable for Years 11 and 12 entry.

# ACCEPTANCE OF ENROLMENT

Once the **International Student Application for Enrolment** form and supporting documentation has been received the enrolment application will be assessed. This may include you and your child being invited to attend an interview with the International Program Manager in person or via SKYPE.

This interview provides Billanook College with an opportunity to learn about your child and his/her needs so that Billanook can ensure that an appropriate course of study is available.

An application is a pre-requisite to, but not a guarantee of admission to the College. Billanook College reserves the right to:

- offer a place to any applicant irrespective of the date of the application;
- or refuse any Enrolment Application without providing a reason.

- Once the assessment process has been completed, parents/guardians will be informed in writing of
  the application outcome either directly or via the agency through receipt of a formal Letter of Offer,
  requesting payment in full of the invoiced fees by the due date.
- Confirmation of the enrolment place shall not occur until all required additional documentation is received by the Registrar including:
  - 1. Completed International Student Acceptance of Enrolment form
  - 2. Completed Student Medical Information form
  - 3. Completed International Student Profile form
- The College will then issue an electronic Confirmation of Enrolment (CoE) and Confirmation of Approved Accommodation and Welfare Form (CAAW) where required.

Should you subsequently cancel the enrolment prior to commencement, the Administration Fee payment is not refundable.

# TERMS AND CONDITIONS OF ENROLMENT

Important information you need to tell us:

This agreement is entered into in the utmost good faith. You must:

- before or at the time of Enrolment Application process, advise Billanook College of any matters relating to the learning, emotional or physical needs of your child;
- and advise Billanook College of any change to the above information as soon as possible

This information is important as it allows Billanook to assess the needs of your child.

If you fail to provide this information Billanook College reserves the right to discontinue your child's enrolment, either:

- without notice if Billanook would not have accepted the enrolment if the information had been provided,
- or with reasonable notice (being not less than 14 days but not exceeding one term) in all other cases.

# Billanook College policies apply to you and your child

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

If your child breaches a Billanook policy or fails to meet the required standards of good conduct or satisfactory performance the Principal may, at his absolute discretion, cancel the enrolment of a student.

Refer to the **Termination of Enrolment** section in this document, and the **International Student Deferring, Suspending or Cancellation of Enrolment Policy and Procedures** available on the College Website for more information.

# **PAYMENT OF FEES AND CHARGES**

You agree to pay by or before the due date, all of the fees and charges payable in connection with your child's enrolment at Billanook College. All signatories to the International Student Enrolment Confirmation Form are jointly and severally liable for all fees and charges payable as a result of your child's continued enrolment at Billanook, even if payment is made by only one of the signatories or a third party. This joint and several liability continues even if there are any:

- · changes to the relationship;
- court orders;
- · child support arrangements;
- other arrangements;

between or affecting the co-signatories.

If signatures of all parents/guardians are not included on the International Student Enrolment Confirmation Form, please indicate the circumstances to our College Registrar.

# **FEES AND CHARGES**

Please refer to our website for the current year **International Student Fee Schedule** (www.billanook.vic.edu.au). International Student School fees are set by the College Board each year.

Fees are billed in advance in September and payable in full in advance in October each year, following the initial payment required according to the original Letter of Offer

Tuition Fee: The annual Tuition Fee covers the comprehensive costs of providing educational services to students.

Composite Fee: The annual Composite Fee covers various items supplied at School, including but not limited to course materials, day excursions, camps, the College sport program, and support of the International Program as well as the provision of on-site Healthcare. This is a fixed fee charged in conjunction with the Tuition Fee. There is no refund of Composite Fee available for inability to attend camps, excursions etc.

Information and Communication Technology (ICT) Levy: An annual ICT levy is charged for all Years 5 to 11 students. This fee contributes to the maintenance of our existing infrastructure network and the supply of relevant hardware and software.

#### STUDENT ABSENCE

No reduction in fees is available for absences of less than one full term. For absences of one full term or more, application for a reduction in fees should be made in writing to the Principal.

# **DISCOUNTS**

Billanook reserves the right in future years to:

- change the terms and conditions of any discount (including changing the rate of the discount or the due date for payment to obtain the discount);
- not offer a discount

If your Billanook account is overdue by more than 28 days, the College may withdraw the discount for all of your children.

## OTHER FEES AND CHARGES

Administration Fee: is payable on application for enrolment, per student. This fee is neither refundable nor transferable.

Overseas Student Health Cover Fee: The College facilitates mandatory Overseas Student Health Cover (OSHC) through a large and reputable Health Insurance company, BUPA. OSHC is payable in advance for the duration of the student visa in advance. This insurance cover is arranged by the College and invoiced to Parents/Guardians as part of the Enrolment process.

Victorian Curriculum Assessment Authority (VCAA) Registration Fee: All International students enrolled in at least one VCE subject will be charged a VCAA fee to cover the administration expenses and costs of assessment and reporting to VCAA. The rate will vary depending upon the number and type of Units of study per student.

Chinese Language Program Fees: The College offers an after school VCE Chinese Language Program to International students

Charter Bus Travel Fees: The College facilitates an extensive Charter Bus service to provide safe and convenient transport to and from the College campus each school day. Fees vary depending upon distance travelled by each student.

Airport Transfer Transport Fee: The College facilitates all transport to and from the Homestay residence and Melbourne Airport for International students.

Weekend Driver Service Fee: The College facilitates a Weekend Driver service for International students to provide safe and convenient transport to and from the Homestay resident and the local train station on Friday, Saturday and Sunday evenings during the school term.

Homestay Relocation Fee: In the event that an International student is required to relocate to a new residential (Homestay) address on a permanent basis, the first relocation will not incur a fee, however all subsequent relocations will incur a fee.

Music Fees: Music tuition and instrument hire fees are charged in two instalments, in April and September. Please refer to the Performing Arts Department for the current fee rate.

Special Services: Charges in addition to the published fees may be incurred if your child requires additional integration aides or special learning support services. Such fees would only be levied after direct consultation with parents and after the College receives written approval from the parents.

Other Sundry Charges: There may be other sundry charges billed throughout the year. These include, but are not limited to:

Subject Levies VCE Outdoor and Environmental Studies

Biology/Physics Camps Tennis Lessons

Sport Electives VET Course Fees

Volleyball Fees Combination Locks

Overseas/Interstate Trips Overdue Library Book Charges

Overseas/Interstate Trips: With regard to student participation in optional, user pays activities that are billed as additional to the Composite Fee (e.g. Overseas Tours, Conferences and Student Exchanges) parents should be aware that attendance is a privilege and not a right. Consideration will be given to a number of factors, including ongoing positive contribution to the life of the College, ability to act as a strong ambassador for the College, and ability to work in a team and take direction. Parental maintenance of their fees account with the College will also be a factor for consideration when approving attendance.

Please note there may be specific terms and conditions that apply to user pays activities. Refer to *MyConnect* for more information.

Building Fund: A request for a donation to the College Building Fund may accompany each fee instalment, or may be sent separately. This amount is voluntary and any donation over \$2 is fully tax deductible.

## **PAYMENT OF FEES**

Fees and charges must be paid by the due date and may be paid by:

- Credit card parents/ guardians may present their credit card details via telephone, in person, or by completing the payment slip on the back of the statement.
- BPAY facilities are also available for fee payment. Please refer to your statement for details.
- EFT deposits can be made directly to the College bank account. Please refer to your statement for details.
- Online payment via MyConnect.

# **INABILITY TO PAY FEES**

If you are unable to pay your fees and charges due to illness, unemployment or other good reasons, you should make an appointment with the Chief Financial Officer to discuss your financial situation and to arrange alternative payment options that will see the overdue accounts repaid. This should be done as soon as possible. The longer you wait, the more difficult it will become for Billanook to consider a suitable repayment arrangement, potentially resulting in the termination of your child's enrolment at Billanook.

Please note that while Billanook 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.

If your child leaves Billanook for any reason, you will have to apply to re-enrol your child. If your child's re-enrolment is accepted, it will be subject to a condition that any outstanding fees are paid in full prior to the re-commencement of the enrolment.

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.

# **STUDENT VISA**

Parents are 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.

It is the responsibility of the parent to provide the Registrar with a copy of the Visa Grant Notification for inclusion in the student file once it has been received by the applicant.

It is the responsibility of the parent to notify the College immediately of any future student Visa changes, including Visa status and Visa type.

Please note: where a Visa change impacting fees occurs after 1 August, no fee adjustment will be applied in the year of Visa change

# **INITIAL ARRIVAL TRAVEL ARRANGEMENTS**

As soon as travel plans to Australia are confirmed, the parent must notify the International Programs Manager by email and provide the following information to the College:

- copies of air tickets and a certified travel itinerary
- copy of any relevant ELICOS Centre Offer Letter

Billanook College shall, in the case where it has immediate CAAW responsibility, respond through communication to the parent/agent of arrangements for:

- Airport greeting
- Homestay selection and placement

In cases where the student falls under the initial CAAW responsibility of an approved ELICOS Centre, the College shall make contact with that ELICOS Centre to ensure that all arrangements for airport greeting, accommodation and welfare are in place.

It is the responsibility of the parent/agent to ensure that they are fully aware of, and satisfied with, those arrangements through direct communication with the ELICOS Centre.

# **ACCOMMODATION AND HOMESTAY**

In all cases where Billanook College has issued a CAAW for the applicant, the only form of residential accommodation that is applicable shall be College approved Homestay.

It is the responsibility of applicants and their parents to have read and understood **the International Student Homestay Sourcing, Screening and Monitoring Policy and Procedures** for accommodation and welfare prior to accepting the enrolment place.

It is College policy that all enrolled students, regardless of age, must continue to reside in Collegeapproved Homestay until Year 12 studies and enrolment have been finalised.

Please refer to the **International Student Homestay Policy Handbook** on the College website for further information.

# **TERMINATION OF ENROLMENT**

Billanook may end the enrolment of your child and terminate this agreement if any of the following occur:

- you have not paid any fees or charges due in accordance with this Agreement;
- you do not provide us with important information about your child;
- you or your child breach a Billanook College Policy (available on *MyConnect*)

The Principal reserves the right to remove any student from the College on the grounds of unsatisfactory conduct, unsatisfactory performance or a serious breach of Billanook policy, without notice.

In all other cases the College employs an intervention strategy to support and guide students prior to termination, and the right of appeal is available to families against a decision to suspend or cancel a student enrolment.

Termination of enrolment will result in cancellation of the CoE issued by Billanook College.

The College is required to report Failure to Maintain Satisfactory Course Progress and Failure to Maintain Satisfactory Attendance to DIBP which will result in automatic student visa cancellation.

Refer to the International Student Deferring, Suspending or Cancellation of Enrolment Policy and Procedures available on the College Website for more information.

# **VOLUNTARY WITHDRAWAL OF STUDENTS**

Parents are to provide to 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 fee will be charged.

Any refund you may be entitled to will be sent to you at the end of the notice period after first deducting any outstanding fees.

Please refer to the **International Student Refund Policy and Procedures** on the College website for further information.

## STUDENT TRANSFER AND RELEASE

In issuing a CoE to an International Student, Billanook College is making a commitment to accept that student into mainstream studies on the date specified on the CoE.

International Students are required to complete the first six months of enrolment unless the College agrees to issue a formal **Letter of Release**.

Parents/agents are advised to refer to the **International Student Refund Policy and Procedures** and the **International Student Transfer Assessment Policy and Procedures** for further information.

# STUDENT AND FAMILY DETAILS

In accepting enrolment at Billanook College, the parent agrees to provide Updated Personal and Family Details data on an ongoing basis without delay.

Personal and family details required to be updated include but may not be limited to:

- Residential address of the parent/s;
- Phone Contact number of the parent/s:
- Email address of the parent/s or Nominated Account Payee;
- Change to communication/information rights between the College and either parent arising from a Court Order:
- changes in student medical and/or health conditions, including any formal documentation provided by Health Professionals in the home country

Details of any changes in Parent contact details should be emailed to the Registrar and details of any student medical changes should be communicate to the International Programs Manager.

The accuracy of the data on College records is essential for ongoing communication with the parent.

# LOSSES DUE TO THEFT, DAMAGE, ACCIDENT OR INJURY AT SCHOOL

Billanook prides itself on the level of care and the provision of a safe learning environment for all students. However, even in the safest environment thefts, damage, accidents and injuries can still occur. Billanook does not accept liability for such events, and recommends that parents consider appropriate insurance to cover any losses.

# **LOCAL STUDENTS**

This document relates to the enrolment of International students only. Local students should refer to the document entitled 'Terms and Conditions for Local Students', available at www.billanook.vic.edu.au.

## PRIVACY NOTICE

The 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 (referred to as the Privacy Act). In relation to health records, the College is also bound by the Victorian Health Privacy Principles as contained in the Victorian Health Records Act 2001.

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 Billanook 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;
- satisfy Billanook's legal obligations, 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 the enrolment of your child/children.

Please refer to the College's Privacy Policy at www.billanook.vic.edu.au/privacy-policy/ for further details

## CHILD SAFETY

Billanook College is committed to promoting and protecting the interests and safety of children, and to ensuring that those people who care for our students act in their best interests and take all reasonable steps to provide a safe and secure school environment. We have zero tolerance for child abuse.

Please refer to the College's Child Safety Policy at www.billanook.vic.edu.au/child-safety/ for further details

# **EDUCATION SERVICES FOR OVERSEAS STUDENTS REGULATIONS**

Billanook College is committed to the promotion of international understanding and cultural respect within our School and in the wider community.

The College has an established International Student Program designed to offer support and assistance whilst integrating International Students among their peers.

The College is bound by and adheres to the Education Services for Overseas Students Regulations (ESOS) Act and the National Code.

It is the responsibility of Parents to be familiar with these provisions.

Please refer to the following website for further information;

https://internationaleducation.gov.au https://studyinaustralia.gov.au

# **RELATED POLICIES**

# Refer Billanook College website www.billanook.vic.edu.au

- International Student Application for Enrolment Policy and Procedure
- International Student Homestay Sourcing, Screening and Monitoring Policy and Procedure
- International Student Monitoring Academic Progress and Attendance Policy and Procedure
- International Student Transfer Assessment Policy and Procedure
- International Student Complaints and Appeals (Grievance) Policy and Procedure
- International Student Deferment, Suspension and Cancellation of Enrolment Policy and Procedure
- International Student Refund Policy and Procedure