

Enrolment Agreement

International Students



Office Use Only – Student Number

Full Name of Student

Entry Level and Year

Course Start Date

Course End Date

Date of Birth:

Nationality:

Passport/Exp:

Visa no (if available)

Parent 1 (in Block Letters)

Full Name

Address

Postcode

Country

Home Email

Preferred? ☐

Business Email

Preferred? ☐

Home Phone

Mobile Phone

Parent 2 (in Block Letters)

Full Name

Address

Postcode

Country

Home Email

Preferred? ☐

Business Email

Preferred? ☐

Home Phone

Mobile Phone

I/We have read the *Terms and Conditions of Enrolment* on the reverse of this form and jointly and severally agree to be bound by these Conditions.

Parent 1

Please Print Name

Signed

Date

Third Party Witness

Please Print Name

(Cannot be a Carey staff member)

Signed

Parent 2

Please Print Name

Signed

Date

Third Party Witness

Please Print Name

(Cannot be a Carey staff member)

Signed

This Enrolment Agreement must be read in conjunction with the attached Enrolment Procedure and Policy document. The offer of enrolment will not be processed unless accompanied by this signed *Enrolment Agreement* and the fees payable*.

Please refer to the official offer documentation accompanying this Agreement for details of the course in which the Student is enrolled and to the *Fee Schedule and Further Information* for an itemised list of fees and additional charges and the relevant Study Periods applicable.

Please return this form to:

Admissions Manager, Carey Baptist Grammar School
349 Barkers Road, Kew, Victoria 3101, Australia

1. Course requirements

- 1.1 The course will be primarily delivered at Carey Baptist Grammar School, 349 Barkers Road, Kew, Victoria 3101, Australia. Occasionally the course may involve delivery at offsite locations, such as during educational excursions, from time to time.
- 1.2 The course is solely offered in 'face to face' mode.

2. Prerequisites

- 2.1 The Student may be required to attend an English Language Intensive Courses for Overseas Students (ELICOS) course before commencing at the School. The Parents will be notified if this applies to the Student.
- 2.2 In the event that 2.1 applies, the School will be in contact with the ELICOS centre and will receive reports regarding the Student to ensure that the Student has made adequate progress.

3. Conditions

- 3.1 The Parents agree to:
 - (a) abide by all School policies for the duration of enrolment, as provided on the School's website.
 - (b) disclose any medical or health conditions that may affect studies or Student welfare.
 - (c) notify the School of any change of address while enrolled at the School.
- 3.2 The School will request confirmation of current address and contact details in writing for each Student and Parent or legal guardian on a regular basis, and the Parents agree to provide this confirmation to the School.
- 3.3 Where the School has approved the Student's welfare and accommodation arrangements, any changes to these arrangements will require both the School's and the Parent's written approval.
- 3.4 At all times the School reserves the right to determine which students are granted enrolment to the School.
- 3.5 It is a condition of the acceptance of a place offered by the School that the parents or guardians agree to be bound by the School's Rules, Procedures and Policies as varied from time to time.
- 3.6 The School reserves the right to impose any other disciplinary action that the School deems appropriate, or to expel or suspend any student from the School on the grounds of unsatisfactory conduct or performance, failure to obey the Rules, Discipline Procedures and Policies of the School, or for other reasons.
- 3.7 Students of the School are required to take part in all School activities, such as sport, music and performances, including those scheduled out of normal school hours.

4. Fees

Tuition and non-tuition fees

- 4.1 Tuition fees include charges associated with the provision of academic, co-curricular and pastoral programs offered by the School. The following fees form tuition fees:

| Year Level | Full Year | Per Billing |
|------------|-----------|-------------|
| Year 10 | \$39,290 | \$19,645 |
| Year 11 | \$40,398 | \$20,199 |
| Year 12 | \$40,398 | \$20,199 |

- 4.2 In addition to tuition fees, there are a number of additional non-tuition fees that may be incurred. These may include, but are not limited to, the activities and estimated amounts as follows:

| | |
|-------------------------------|------------|
| Enrolment fee | \$100 |
| Overseas Student Health Cover | \$700 p/an |
| School Uniforms | \$1000 |
| Books, stationery, etc | \$450 |

Consolidated Fees cover compulsory extras applicable to each Year Level, for example the student diary, camps/excursions, incursions, library and laboratory materials, ID cards and other required classroom materials. This fee does not cover books and stationery listed in the booklist, cost of the computer notebook or overseas trips. The annual fee is billed in the April account.

GST free items

| Year Level | Full Year |
|------------|-----------|
| Year 10 | \$1,840 |
| Year 11 | \$920 |
| Year 12 | \$921 |

Options for payment of fees

- 4.3 The School offers the following options for payment of Fees:

International Transfers – please send your payment to Carey's bank account as follows:

ANZ Bank

BSB No: 013 345, Account No: 836 869 232,
SWIFT Code: ANZBAU3MXXX
Account Name: Carey Baptist Grammar School Ltd
Address: 176 High Street, Kew, Victoria 3101, Australia
Please email confirmation advice to Accounts Office,
fees@carey.com.au

BPay – Biller code 3418 Reference number is your account number as shown on the front of your statement.

Bank Cheques should be made payable to Carey Baptist Grammar School. Attach your payment to a copy of your account and address to the Accounts Office, Carey Baptist Grammar School, 349 Barkers Road, Kew, Victoria 3101, Australia.

Payment via credit card (Mastercard and Visa) can be made at the Accounts Office, 349 Barkers Road Kew between 8.00am and 4.30pm. Credit card payments cannot be accepted over the phone or by personally written or emailed authorities.

- 4.4 The Parents are not required to pay more than 50 per cent of their tuition fees before the Student starts the course. However, the Parents may choose to pay more than 50 per cent of the tuition fees before the Student starts the course if they wish.

Payment terms

- 4.5 Fees are payable in accordance with the terms set out in this Agreement.
- 4.6 By signing this Agreement, the Parents agree to be jointly and severally liable for all Fees and other payments that may arise from time to time. Any requests to vary this joint and several liability must be provided in writing by the Parents to the School and any decisions made to vary the liability will be at the sole discretion of the Business Manager.
- 4.7 Statements for tuition and non-tuition fees (together, the Fees) are emailed quarterly to the Parents and nominated Local Support Person. Parents are responsible for advising the School of any changes to the nominated email address.
- 4.8 Fees are due and payable within a month from the date of issue of the account statement. Parents are responsible for keeping receipts of any payments of tuition and non-tuition fees.
- 4.9 Parents must return this executed Agreement with payment of Fees. The School will not accept any Fees prior to receipt of this executed Agreement.
- 4.10 All Fees must be paid in Australian dollars.
- 4.11 Unpaid accounts may be referred to a debt collection agency and the Parents may be held liable for any associated costs, such as collection charges and legal fees.
- 4.12 Parents experiencing difficulties in paying their account should contact the Business Manager to discuss their situation and make alternative payment arrangements before the due date for payment.
- 4.13 Parents intending to remove the Student must provide the School with written notice of their intention to do so [one full School term] in advance. Failure to do so will result in the Parents being charged one term's Tuition Fees in lieu.
- 4.14 In the event that the Student is withdrawn part way through a term, no adjustment will be made for the Tuition Fees paid for that term. For some family circumstances discretion may be made via the Business Office.
- 4.15 Refunds of Fees are subject to clause 5 of this Agreement and Australian legislation.
- 4.16 Only in exceptional circumstances, at the discretion of the School Board, will a student be allowed to enter a new semester if the fees of the previous semester are unpaid.

Payment details

- 4.17 Payment of accounts must be made by depositing the fees into the following bank account:

| | |
|----------------|----------------------------------|
| Bank | ANZ Bank |
| Account Name | Carey Baptist Grammar School Ltd |
| BSB Number | 013 345 |
| Account Number | 836 869 232 |
| Reference | Student Name |
| Swift Code | ANZBAU3MXXX |

- 4.18 The name of the Student must be used by the bank as the reference on payment.

5. Refund policy

Provider default

- 5.1 The School is considered to have defaulted in the following circumstances:
- (a) the School fails to commence the course to the Student at the School on the agreed starting date; or
 - (b) the course ceases to be provided to the Student at the School at any time after it starts but before it is completed.
- 5.2 If a school default event occurs under clause 5.1, the School will provide a refund to the Parents.
- 5.3 Refunds in accordance with clause 5.1 will be made within 14 days of the default day.

Student default

- 5.4 The Student is considered to have defaulted in the following circumstances:
- (a) the course starts at the School on the agreed starting day, but the Student does not start the course on that day (and has not previously withdrawn); or
 - (b) the Student withdraws from the course at the School (either before or after the agreed starting day) without commencing at the School; or
 - (c) the School refuses to provide, or continue providing, the course to the Student at the location because of one or more of the following events:
 - (i) the Parents failed to pay an amount they were liable to pay the School, directly or indirectly, in order for the Student to undertake the course;
 - (ii) the Student breached a condition of his or her student visa;
 - (iii) misbehavior by the Student.
 - (d) the course ceases to be provided to the Student at the School at any time after it starts but before it is completed.
- 5.5 If a student default even occurs under clause 5.4, the School will provide a refund to the Parents.
- 5.6 Refunds in accordance with clause 5.4 will be made within four weeks of the default day.
- 5.7 The School is not required to provide a refund if the Student was refused a student visa and the reason for refusal was one of the following reasons caused by the Student:
- (a) the Student failed to start the course at the School on the agreed starting date; or
 - (b) the Student withdrew from the course at the School; or
 - (c) the Parents failed to pay an amount he or she was liable to pay to the School in order to undertake the course.

Discretionary refunds

- 5.8 The School may, in its absolute and sole discretion, consider providing a pro rata refund to the Parents in the following circumstances:
- (a) Where the student suffers an illness which, in the opinion of the Principal, dictates that the student would be best cared for by returning to his/her home country and family;
 - (b) Where the student leaves the school due to unresolved social problems or grievances;
 - (c) Upon the death of a parent or member of immediate family;
 - (d) In the event of civil unrest or war in the student's home country, and where the need consequently exists for the student to return home; or
 - (e) Any other circumstances, which may arise and which, in the opinion of the Principal, are beyond the reasonable influence of the student or parties acting for the student.
- 5.9 Approval for refund on any of the grounds in clause 5.8 is at the sole discretion of the Principal.

General

- 5.10 The Enrolment Fee is non-refundable upon withdrawal except under special circumstances, as determined at the sole discretion of the Principal.
- 5.11 Parents should contact the School at fees@carey.com.au with a written explanation of their reasons when requesting a refund.
- 5.12 Refunds will be paid to the Parents of the Student, and the Parents are considered the specified person in accordance with the Education Services for Overseas Students Act 2000 (Cth) (ESOS Act).
- 5.13 Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing

6. Tuition Protection Service

- 6.1 In the event that the School is unable to deliver the course of study to the Student, the School will take all reasonable steps to assist the Student to complete their course requirements with another education provider.
- 6.2 If the School is unable to deliver course stated in clause 1.1 that a Student has paid for and the School does not meet their obligations to either:

- (a) offer an alternative course that the Student accepts; or
- (b) pay a refund of the Students unspent paid tuition fees the Tuition Protection Service (TPS) applies.

- 6.3 The TPS will provide assistance to the Student by:
- (a) helping the Student complete their studies in another course or with another education provider; or
 - (b) providing the Student with a refund of their unspent paid tuition fees.
- 6.4 If the School stops providing or does not start providing the course as agreed with the Student, the Student must follow the TPS process. This process to find another course provider is summarised as follows:
- (a) The TPS will contact the Student and create an account for the Student.
 - (b) The Student registers with TPS and provides proof of identity.
 - (c) The TPS online system will assist the Student to find alternative options for completing their study in Australia.
 - (d) The Student accepts the alternative offer and commences study.
 - (e) The TPS then transfers any unspent pre-paid tuition fees to the new provider.
- 6.5 If there are no suitable alternative courses or offers, the Student may apply for a refund of the amount of any unspent pre-paid tuition fees paid to the School.

7. Privacy

- 7.1 The collection, use, storage and disclosure of information about individuals by the School is in accordance with the School's Privacy Policy and our obligations under the Privacy Act 1988 (Cth).
- 7.2 Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education to Overseas Students 2018 (the National Code) to ensure Students comply with the conditions of their visas and their obligations under Australian immigration laws generally.
- 7.3 The authority to collect this information is contained in the ESOS Act, the Education Services for Overseas Students Regulations 2001 and the National Code. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme.

8. Complaints and appeals processes

- 8.1 The School is aware that overseas students may encounter certain problems and difficulties during their period of enrolment at the School. This process is designed to assist the Student with the resolution of any complaint.
- 8.2 In brief, should a concern arise, the Student or staff member would initially make contact with the Deputy Head of Senior School who, in consultation with the Head of Senior School, would develop a process of mediation. This would involve all relevant parties, including the Student's guardian, in order to achieve an acceptable outcome to the complaint.
- 8.3 Should mediation not achieve an acceptable outcome for the Student, the School would assist in arranging outside conciliation in order to settle the matter. Possible bodies with whom such arrangements might be made include the Association of Independent Schools, the Victorian Association of School Counsellors, a private conciliator, dispute resolution counsellor or a nominee of the Student, if the Student so chooses.

Internal student complaints and appeals

- 8.4 The Student, the overseas student's support person or a member of staff at the School makes a complaint to the Deputy Head of Senior School or member of staff of the School either verbally or by emailing senior.school@carey.com.au. Any complaint will be brought to the attention of the Head of Senior School and begin being assessed within 10 working days of it being lodged.
- 8.5 The School will recognise receipt of the complaint and commence assessment of the complaint within 10 working days of it being made and will finalise the outcome as soon as practicable.
- 8.6 The Head of Senior School will meet with the Principal in order to assess the complaint and determine the best way of resolving the complaint. Grievances brought by student against another student will be dealt with under the School's Code of Conduct.
- 8.7 The complaint will be assessed in a professional, fair and transparent manner.
- 8.8 The Student's support person and Parents will be informed of the complaint and can participate in the resolution of the complaint if the Student wishes to be accompanied by a support person
- 8.9 Mediation will then occur, with the formality of the process dependent on the nature of the complaint. This allows the parties to explain the nature of the complaint
- 8.10 The parties will then be brought together in a more formal setting in an effort to come to an agreeable resolution. The Head of Senior School will mediate during the discussions. Each party will be able to have their own say. The Student may be accompanied and/or assisted by a support person if necessary.

- 8.11 The School will provide a written statement of the outcome to the Student, including details and reasons for the decision. It will also ensure that the processes must be completed within as soon as practicable.
- 8.12 The School will also keep a written record of complaints or appeals on the Student's file, including a statement of the outcome and reasons for the outcome.
- 8.13 If a successful resolution has not been achieved, then it may be necessary for the matter to go before the Principal for settlement. If a positive resolution is then reached, the School will immediately implement the decision and any corrective and preventative action required. Regular monitoring of the situation by the Deputy Principal would take place to ensure the problem does not occur again. It may be that alternative arrangements would be to ensure the satisfaction of all parties concerned.

External student complaints and appeals

- 8.14 If a successful resolution is not achieved and where the overseas student remains dissatisfied and would like access to an external counselor or other independent body, the School will provide assistance with contact details for referral within 10 working days of their right to access an external appeals process. The external appeals process can be accessed for minimal or no cost. The providers available are:

Overseas Students Ombudsman

GPO Box 442 Canberra ACT 2601
 Phone: 1300 362 072 (within Australia)
 Phone: +61 2 6276 0111 (outside Australia)
 Fax: +61 2 6276 0123
 Email: ombudsman@ombudsman.gov.au
 Web: www.oso.gov.au

Department of Justice

Dispute Settlement Centre of Victoria
 Level 4, 456 Lonsdale Street Melbourne VIC 3000
 Phone: 1800 658 528 (within Australia)
 Phone: +61 3 9603 8370 (outside Australian)
 Fax: +61 3 9603 8355
 Email: dscv@justice.vic.gov.au
 Web: www.justice.vic.gov.au/disputes

- 8.15 In most cases, the purpose of the external appeals process is to consider whether the School has followed its policies and procedures, rather than make a decision in place of the School.

General

- 8.16 Until the complaints and appeals process is completed, the School will maintain the enrolment of the Student. This means the School will not notify the Department of Home Affairs (DOHA) of any change to the Student's enrolment status through the Provider Registration and International Student Management System (PRISMS). However, depending on the nature of the claim, the Student may not be allowed to attend classes during this time.
- 8.17 If an appeal is made against the School's decision to report the Student for unsatisfactory results or attendance, the school will maintain the student's enrolment until the external complaints process is complete.
- 8.18 If an appeal is made against the School's decision to defer or suspend a Student's enrolment due to misbehavior or to cancel a student's enrolment, the School will await the outcome of the external appeals process before notifying DOHA through PRISMS of a change in the Student's enrolment.
- 8.19 This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

9. Welfare and accommodation requirements

- 9.1 Students under the age of 18 are required to maintain adequate welfare and accommodation requirements as a condition of their student visa
- 9.2 The Student should not arrive in Australia before the approved start date, and if under 18 years of age before completing the enrolled course, should not remain in Australia without prior approval after the approved finish date.
- 9.3 The Parents of the Student, while in Australian and studying with that provider, must notify the School of the contact details of both the Parent including:
- (a) current residential address;
 - (b) mobile number;
 - (c) email address;
 - (d) who to contact in emergency situations; and
 - (e) any changes to the details provided in this clause, within 7 days of the change.

10. Declaration

- 10.1 All Parents and/or legal guardians of the Student are required to read and sign this written agreement. It is the responsibility of the Parents to

keep a copy of this Enrolment Agreement.

- 10.2 The Parents confirm they have received and understood information from the School regarding the enrolment of the Student, including:

- (a) the course in which the Student is to be enrolled.
- (b) conditions on enrolment in the course.
- (c) tuition and non-tuition fees.
- (d) Carey's Refund Policy.
- (e) the sharing of personal information.
- (f) change of address obligations.
- (g) grounds on which my enrolment may be deferred, suspended or cancelled in accordance with the Deferment, Suspension and Cancellation Policy.

- 10.3 The Parents declare that the information supplied by them is true and correct.

- 10.4 The Parents agree to be bound by all terms and conditions as contained in the Agreement.

For further information please email:

Admissions Office
 admissions@carey.com.au

The *Application for Enrolment* is also available online at carey.com.au

The following School Rules, Policies and Forms can be found on our Website:

- Child Safe Policy
- Reporting Child Abuse Procedure
- Complaints and Appeals Policy
- Overseas Student Transfer Policy
- Student Behaviour
- Uniform and Appearance
- Privacy
- Enrolment Procedure and Policy – International Students
- Fee Schedule and Further Information – International covering:
Annual Fees and Additional Charges, Withdrawal of a Student, Uniform and Books, Digital Learning Program
- Term dates/holidays
- Curriculum (pathways) information
 (pathways.carey.com.au)

After orientation further School Policies and Information become accessible on CareyLink.

Carey Baptist Grammar School Limited

ABN 83 051 576 062 CRICOS #00135G

* Fees and Condition of Enrolment are subject to change without notice

June 2022