

International Student Enrolment Agreement

国际学生入学合同

This Agreement is between:

Kingswood College Ltd ACN 006 186 812 of 355 Station Street, Box Hill in Victoria, Australia

and

Parents/Guardians named in schedule 1.

Part A: - The College offer

1. Kingswood College offers enrolment for the student named in schedule 2 on the terms and conditions of this Agreement.
2. An outline of the course in which the student is to be enrolled and the pre-requisites necessary to enter the course (if any) are set out in schedule 3.
3. The student's enrolment and continuing enrolment is subject to:
 - a. successful completion of Middle School at Gaoxin No.1 Middle School and receipt of the Middle School Graduation Certificate;
 - b. meeting any student visa conditions, satisfactory course progress and attendance requirements (refer to the College *International Student Academic Progress and Attendance Policy and Procedures* for more details);
 - c. agreeing to abide by all the College's policies and procedures, including maintaining approved welfare and accommodation arrangements, and any further conditions of enrolment detailed in this Agreement;
 - d. the parent/s or guardian/s engaging and continuing to engage a Local Support Person for the student; and
 - e. payment of tuition and non-tuition fees by the due date.
4. 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.

Tuition fees and non-tuition fees

5. All tuition fees and non-tuition fees payable by the student for the course are set out in schedule 4. Tuition fees are the fees that are payable to the College that are directly related to the provision of the course that the College is providing, or is offering to provide, to the student.
6. The fees for each academic year will be set annually by the College Council. The current ***International Student Fee Schedule*** is available on the College website.
7. The College will make a refund of tuition fees and non-tuition fees in the case of student default and default by the College as set out in schedule 5.

Student obligations

8. The parents/guardians and the student are responsible for keeping a copy of this written agreement and receipts of any payments of tuition fees or non-tuition fees.
9. The student must, while in Australia and studying with the College, notify the College of the student's contact details including:
 - a. the student's current residential address, mobile telephone number (if any) and email address (if any);
 - b. who to contact in emergency situations;
 - c. any changes to those details, within 7 days of the change.

Complaints and appeals processes

10. In the event of any grievance or disputed decision the Applicant is able to access Kingswood College's ***International Student Complaints and Appeals Policy and Procedure*** which is set out in schedule 6.

Personal information

11. The College will collect personal information about the student and the parents in accordance with the *Privacy Act 1988* and its Privacy Policy as published on its website and to comply with its obligations under the ESOS Act and the National Code and to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally.
12. The College is also required by law under the ESOS Act and the National Code to collect and disclose information about the student during and after the student's enrolment.
13. Personal information about the student may be disclosed by the College, the Commonwealth Government (including the Tuition Protection Service) and relevant State agencies in accordance with the Privacy Act to:
 - a. maintain up to date records of the contact details of the student and parents;
 - b. provide information to the Commonwealth Government including for unsatisfactory course progress or attendance requirements or any deferral, suspension or cancellation action of the student's enrolment, and if relevant to the Tuition Protection Service (TPS) in respect of any default of the College or the student.

Disclosure

14. The *Application for Enrolment* forms part of this Agreement. The applicant warrants that the *Application for Enrolment* has been completed honestly and correctly and that full disclosure has been made in response to the matters and questions raised in the *Application for Enrolment*. The failure to make full and correct disclosure in the *Application for Enrolment* may result in the immediate termination of the student's enrolment.
15. The College reserves the right to obtain further information regarding the student including all academic information, school reports and all medical and other reports regarding the student, if applicable.
16. The applicant declares that the student will, or has applied for, a Student Visa for entry and study in Australia and that the student will abide by the terms and conditions of that Student Visa.

Education services to be provided

17. The College provides a school curriculum for Year 9 and Year 10 based on “The Victorian Curriculum Foundation to 10” priorities and standards (or equivalent if superseded) and for Years 11 and 12 based on the Victorian Certificate of Education (VCE) or Vocational Education and Training in Schools (VETiS) standards (or equivalent if superseded).
18. The College encourages students to achieve their personal best by partnering with parents/guardians. However, the College does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the College accepting the student for enrolment.
19. As required by law, and in accordance with the College’s Enrolment Policy and Procedures, where a student has or will have a disability, the College will give consideration to how it can provide support for students with special needs or disabilities by making reasonable adjustments.
20. The applicant agrees to disclose to the College all information about the physical, learning or other disabilities of the student so that the College can consider how it can support student in accordance with its legal obligations.

Student and parent/guardian behaviour

21. The continued enrolment of student is dependent on the behaviour of the student and the parent being in accord with College Policies, values, rules and regulations (as amended from time to time) including, but not limited to, the following (available on *Kingsnet*):
 - Behaviour Management Policy
 - Respectful and Safe School Policy and Guidelines
 - Parent Code of Conduct
 - ICT Policy and Student ICT User Agreement
 - Cyber Safety Policy, and
 - Social Media Policy.

Health and medical treatment authority

22. The College will notify the *Host Family and Local Support Person* of any injury or illness the student may suffer at the College, which warrants staff intervention or a visit to the school sick bay. If the injury or illness of the student is considered to be serious the parents/guardian will also be advised.
23. The parent is required to advise the College on a timely basis of all known medical conditions, emergency information and any physical or mental health concerns that the parent would be expected to reasonably know that may affect the student while attending the College.
24. In the event of an accident or emergency involving the student, including an urgent illness or serious injury, unless the College has been otherwise advised by the parent as to what action or response the College is to take, the College is authorised to:
 - a. obtain for or administer to the student such first aid or medical treatment as the College may consider necessary at the time, including being transported by ambulance or otherwise to a hospital or medical clinic for the provision of such medical treatment;
 - b. consent to the student receiving such medical or surgical attention as may be deemed necessary by a medical practitioner, including (but not limited to) anaesthetic, operations, blood transfusions, hospital accommodation and ambulance travel;

- c. through appropriate College staff to administer such medication to the student as the College deems necessary at that time.
25. The parent acknowledges that the College will make every reasonable effort in the circumstances to contact the parent or other emergency contacts in the event of an accident or emergency involving the student. However, the provision of any first aid or medical treatment will not be dependent upon the College making prior contact with those persons and that the College is authorised to act as it considers necessary in the best interests of the student.
26. The parent agrees to pay the full cost, or fully reimburse the College, for any costs or expenses incurred in providing medical assistance to the student, including in relation to first aid, medical treatment, ambulance and hospital expenses.
27. The parent must take out and maintain during the course of the student's enrolment Overseas Student Health Cover and provide evidence of such cover when requested.
28. The student is permitted, and the parent consents, to access school specialists including the College Chaplain and/or Counsellor, including on a confidential basis.
29. The Parent/guardian will ensure that the student is appropriately immunised in accordance with the applicable laws. The College reserves its right to exclude a student in certain circumstances if the student is not appropriately immunised.

Personal possessions

30. It is the responsibility of the student to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing, and the College is not liable for any loss, theft or damage to this property.
31. The parent will indemnify the College for any loss or damage to school property arising from the use or possession of such property by the student.

Student attendance

32. The student must attend the College on the dates and between the hours advised by the College (refer to the *International Student Handbook*) and must maintain a course attendance rate of at least 90% (refer to the *International Student Monitoring Academic Progress and Attendance Policy and Procedures*).
33. In addition, the student, if required, must attend and participate in all cocurricular activities which may be held before or after normal school hours including sporting activities, house sporting carnivals, camps, excursions, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances.
34. It is the responsibility of the parent, Homestay host and/or Local Support Person to advise the College as soon as practicable if a student is to be absent from school (refer to *International Student handbook*).

Payment of Fees

35. The College's *International Students Fee Schedule* is published annually and is made available on the College website.
36. All fees are due and payable on the dates specified in the International Student Fee Schedule.
37. The payment of one semester fees in advance applies to all international students commencing at the College.

38. All fees must be paid in Australian dollars.
39. The College offers payment of fees by BPAY, direct debit or credit card.
40. The Principal reserves the right to exclude a student from the College while any portion of the fees remains unpaid.
41. Fees are subject to alteration at any time by Council and parents will be notified in writing of any such alterations.
42. As required under the ESOS Act the College cannot charge more than 50% of total course fees before the student commences their course. However if the student or parent choose to pay more than 50% of course fees in advance this is permitted.

Deferment, Suspension or Cancellation of International Student Enrolment

43. Information regarding any deferment, suspension or cancellation of an international student enrolment is contained in the ***International Student Deferment, Suspension or Cancellation of Enrolment Policy and Procedures*** which is part of this agreement.

Accommodation and Homestay

44. In all cases where the College has issued a Confirmation of Approved Accommodation and Welfare (CAAW) for the student, the only form of residential accommodation permitted for the duration of the student's enrolment at the College will be College approved Homestay.
45. It is the responsibility of parent to have read and understood the ***Student Accommodation and Welfare Arrangements Policy and Procedures*** for accommodation and welfare prior to accepting the enrolment place.

Termination of Enrolment

46. The College may terminate the enrolment of the student if any of the following occur:
 - a. any fees or charges due in accordance with this Agreement are not paid by the due date for payment;
 - b. information about the student or the parent that the College is required by law to obtain is not provided to the College;
 - c. the student or the parent breaches any College policy, procedure or code of behaviour.
47. In all cases the College employs an intervention strategy to support and guide students prior to termination, and the right of appeal is available to parents and students against a decision to suspend or cancel a student enrolment.
48. The parent acknowledges that the College is required to report failure to maintain satisfactory course progress and failure to maintain satisfactory attendance to the Department of Education through PRISMS which may result in student visa cancellation, subject to the ***International Students Deferment, Suspension and Cancellation of Enrolment Policy and Procedure***.

Governing law

49. This Agreement is governed by and construed in accordance with the law in force in the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia.

Definitions

In this document:

“Agreement” means this *International Student Enrolment Agreement*, and the following documents, policies and procedures (as amended or varied from time to time) which all form part of this agreement:

- *Application for Enrolment;*
- *Offer Letter;*
- *International Student Enrolment Policy and Procedures;*
- *International Student Refund Policy and Procedures,*
- *International Student Deferment, Suspension or Cancellation of Enrolment Policy and Procedures*
- *International Student Monitoring Academic Progress and Attendance Policy and Procedures;*
- *International Students Complaints and Appeals Policy and Procedures;*
- *International Student Transfer Assessment Policy;*
- *Student Accommodation and Welfare Arrangements Policy and Procedures.*

“College Policies” means obligations as to the conduct set out in the College website, including, without limitation any codes of behaviour for the College’s students and parents, bullying prevention and intervention policies and international student policies, as amended, and all College policies as otherwise advised, by the College from time to time.

“the Council” refers to the Kingswood College Ltd Council or Board of Directors

“ ESOS Act” means the *Education Services for Overseas Students Act 2000*, and the *Education Services for Overseas Students Regulations 2019*.

“Fees” or “course fees” means Tuition Fees, Consolidated Fees and other charges invoiced by the College unless otherwise stated.

“Host Family” means the family providing accommodation and welfare arrangements in Australia for any international student under 18 years of age.

“Kingswood College” or “the College” refers to Kingswood College Ltd, ABN 63 006 186 812, CRICOS Provider No. 00150G.

“*Kingsnet*” means Kingswood College’s intranet site.

"Local Support Person" is a person engaged by the parent/s or legal guardian/s through ISA (Victoria) Pty Ltd to provide, among other things, personal and practical support for the student and to assist with communication to the student and parent/s or legal guardian/s which are additional to, and not in place of, the support and counselling the College normally provides to all students and which is not guardianship of the student.

“National Code” means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

“Parent” means the parent/s or legal guardian/s of the student/s being enrolled, and refers to them jointly and severally where there are two parents or legal guardians.

“Student” or “child” means the overseas or international student being enrolled.

Part B - Parent acceptance

1. I/We accept the offer of enrolment for the student at Kingswood College on the terms and conditions set out in this Agreement.
2. I/We agree:
 - a. to comply with and abide by any policies and procedures of the College (as amended or varied from time to time) that apply to its students and parents/guardians, including those relating to student behaviour, child safety and for the deferment, suspension and cancellation of enrolment;
 - b. to comply with and abide by the College's **International Student Fee Schedule** as published from time to time;
 - c. to be jointly and severally liable for payment of all tuition fees, non-tuition fees and other charges arising out of the student's enrolment at the College and to pay all such amounts owing by the due date;
 - d. the College has the right to exclude any student permanently or temporarily, at the sole discretion of the Principal, if to do so is in the interests of the student or for the good of the school;
 - e. it is a condition of the student's enrolment that the student abides by all visa conditions and school policies for the duration of the student's enrolment (including those relating to maintaining satisfactory course progress, maintaining satisfactory attendance and maintaining school approved welfare and homestay arrangements);
 - f. to disclose to the College at all times any medical or health condition that may affect the student's studies or welfare;
 - g. it is a condition of enrolment, in the event of a significant or critical welfare issue involving the student, and if determined necessary by the School, a parent, legal guardian or approved relative agrees to travel to a designated location within 7 days to assume care of the student until the situation has been resolved to the school's satisfaction.
 - h. if the College has approved the student's welfare and accommodation arrangements, the student requires approval from the College and the parent for any changes to welfare and accommodation arrangements.

Signed (student) 学生签字	Date 日期
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Signed (parents/legal guardian) 家长/监护人签字	Date 日期
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Signed (parents/legal guardian) 家长/监护人签字	Date 日期
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Schedule 1

Parent(s)/legal guardian details:

父母/监护人的情况

	Parent/Legal Guardian 1 父母/监护人 1	Parent/Legal Guardian 2 父母/监护人 2
Name 姓名		
Relationship to student 与学生的关系		
Address 地址		
Phone number 电话		
Mobile number 手机		
Email address 电子邮箱		

Emergency contact details

[e.g., Relative or other person who can speak English and who can be contacted in an emergency].

	Emergency Contact Person
Name 姓名	
Relationship to student 与学生的关系	
Address 地址	
Mobile phone number 手机	
Email address 电子邮箱	

Schedule 2

Student details:
学生

Student name: 姓名	
DOB: 出生年月日	
Sex M 男/ F 女	
Nationality: 国籍	
Passport No 护照号 and Expiry Date 护照有效期	
Visa No (If applicable) 签证号 (如果有)	
Address: 家庭住址	
Current Year Level 现在所在年级	

Schedule 3

Course outline and pre-requisites:

CRICOS Course Code 课程的 代号	00150G
School Year Levels 年级	Year 9 to Year 12
Entry Level	Year 9
Date of commencement 开学时间	
Date of completion 毕业时间	
Length of study periods	Semester 1 – 20 weeks Semester 2 – 20 weeks
Location(s) at which course will be delivered	355 Station Street, Box Hill, Victoria
Offered modes of study	The course is delivered in a 'face to face' mode and does not contain any compulsory online or distance learning elements.
Prerequisites necessary to enter the course (including English language requirements)	<p>Successful completion of Middle School at Gaoxin No. 1 Middle School and receipt of the Middle School Graduation Certificate.</p> <p>Achievement of a successful result in the iStart assessment is defined as reaching the following minimum standard:</p> <ul style="list-style-type: none"> • Average EAL of 50% or above; or • Average EAL of 35-49% and minimum abstract reasoning of A (Average) and minimum mathematics of A (Average) • Average EAL of 30-34% and minimum abstract reasoning of AA (Above Average) and minimum mathematics of AA (Above Average)

Schedule 4

A. FEES AND CHARGES

The fees for each academic year will be set annually by the College Council. The current *International Student Fee Schedule* is available on the College website.

(a) Application Fee

A fee of \$AUD1,200 (GST free) is payable to apply for enrolment (comprised of An Application Fee of \$800 and an iStart Assessment Fee of \$400). A refund of \$AUD800 will be provided if an applicant is not offered enrolment due to their iStart assessment results or due to insufficient numbers of applicants.

(b) Tuition Fee:

The Tuition Fee covers the comprehensive costs of providing educational services to students. Refer to the College website for the schedule of current International Student Tuition Fees.

(c) Consolidated Charge:

The Consolidated Charge is levied to cover other compulsory items including annual camps, excursions, sports buses and the sport program, locker padlocks, outdoor education courses (Years 7/8/9/10), Year 10 graduation (student cost only), Year 12 Valedictory dinner (student cost only) visiting lecturers and artists, student accident insurance and special programs at various levels. The Consolidated Charge also covers the provision of internet connection and software as appropriate to ensure that all students have broad access to computers in the school.

There is no refund of Consolidated Fee available for inability to attend camps, excursions or sports events, etc.

Refer to the College website for current International Student Consolidated Charges.

(d) VCE Exam Entry Fees

Students in Years 11 & 12 are required to pay VCE exam entry fees. This is not a payment to the College but is collected on behalf of each student for payment to the Victorian Curriculum and Assessment Authority (VCAA) who coordinate the VCE exams.

(e) Other Fees and Charges

Other compulsory non-tuition fees for international students include, Overseas Student Health Cover (for period of enrolment), cost of school uniforms, orientation costs including purchase of Myki card, resources and stationery, and cost of laptop.

Extra-curricular activities such as private music and speech lessons may be arranged through the College. A scale of charges for these is available on request.

B. ESTIMATED COURSE FEES AND OTHER COURSE RELATED CHARGES

Estimated course fees and their course related charges are calculated as follows:

(a) Tuition fees (estimated in Australian dollars AUD\$)

Year	Level	Tuition Fees	Consolidated Fee	Other Non-Tuition Fees	Total Course Costs (estimate)
2020	Year 9, Semester 2 9 年级第二学期	\$	\$		\$
2021	Year 10 10 年级	\$	\$	\$	\$
2022	Year 11 11 年级	\$	\$	\$	\$
2023	Year 12 12 年级	\$	\$	\$	\$
Totals		\$	\$	\$	\$

(b) Other compulsory NON-TUITION FEES estimate includes:

Overseas Student Health Cover (for period of enrolment)	
School uniform	
Laptop	
VCE Exam Fees (Years 11 & 12 only)	
Homestay accommodation	
Local Support Person	
Living costs	
Resources	
Stationery	
Transport to/from school	

(c) Other non-compulsory NON-TUITION FEES estimate includes

Private music tuition	
Any other course related fees	
Community based learning trips	

(d) ESTIMATE of TOTAL COURSE COST: AUD\$ _____

For further information about the cost of living in Australia see www.studiesinaustralia.com

Schedule 5

International Students Refund Policy and Procedures

1. PURPOSE

This policy outlines refunds applicable to course fees paid to the school by international students only.

Kingswood College Ltd is listed on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS Provider No. 001550G) and is required to adhere to the Education Services for Overseas Student (ESOS) Act 2000 and National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code).

2. SCOPE

This policy applies to all current and future international students of Kingswood College and their parents and/or legal guardians.

3. REFUND POLICY CONDITIONS

In accepting the *Offer Letter* and *International Student Enrolment Agreement* and through payment of the prescribed fees to Kingswood College in order to attain a Confirmation of Enrolment (CoE), parents/guardians of International Students are also accepting the following:

3.1 Refunds in circumstances of the College not issuing an Offer Letter

In the event that a student is not issued an Offer Letter due to:

- Failing to meet the minimum academic requirements for entry to the course
- Insufficient number of students applying to enter to the course

In this event, the College shall agree to refund the Application Fee, however, the iStart Assessment Fee is non-refundable.

3.2 Refunds in circumstances of failure to attain a relevant entry Visa to Australia.

- In the event that the student is prevented from entering Australia as a result of non-qualification for an entry visa of any description, the College shall agree to refund in full all pre-paid fees as listed in the Offer Letter with the exception of the Application Fee and the iStart Assessment Fee.
- In this instance, the College will require documentary evidence of visa rejection to be provided by the parent of the applicant or their appointed agent.

3.3 Refunds in circumstances where the decision to withdraw from enrolment is being made by the parent after the College has issued a CoE but prior to commencement of formal studies.

(a) Prior to entry into Australia by the student

- In the event that this decision is being made prior to the student entering Australia, the College shall agree to refund in pre-paid fees as listed in the Offer Letter less one term's tuition fees and the Application Fee and the iStart Assessment Fee regardless of the advance notice provided in writing to the College Principal.

- In these circumstances, the College shall be required to implement the *International Student Transfer Policy* if the intent of the applicant is to accept a place with an alternative education provider in Australia.
- (b) After entry into Australia by the student but prior to commencement of the course
- In the event that this decision is being made after the student has entered Australia, one semester's tuition fees shall be deducted from the refundable sum in addition to forfeiture of the Application Fee and iStart Assessment Fee, regardless of the advance notice provided in writing to the College Principal.
 - In these circumstances, the College shall be required to implement the *International Student Transfer Assessment Policy* if the intent of the applicant is to accept a place with an alternative education provider in Australia.
- 3.4 Refunds in circumstances where the decision to cancel the enrolment is being made by the College for any reason prior to, or after arrival, of the student in Australia, but prior to formal commencement of studies in accordance with the CoE.
- (a) Reasons for cancellation may include but not be limited to:
- (i) Proven or suspected material non-disclosure of information that the College is required by law to obtain relating to the applicant, by the parent or their agent
 - (ii) Non-disclosure of information about the student and his or her ability to participate in the course that the College requires or would reasonably require to assess the application for enrolment and the student's suitability for education at the College.
- (b) In the event that the College is choosing to cancel the enrolment:
- (i) a full refund of all pre-paid fees shall occur with the exception of the Application Fee and iStart Application Fee; .
 - (ii) the College shall be required to strictly implement the *International Student Deferral, Suspension and Cancellation of Enrolment Policy and Procedures*.
- 3.5 Refunds in circumstances where the parent is choosing to withdraw the student from enrolment after the student has commenced enrolment at Kingswood College.
- NB:** Kingswood College strictly applies the minimum six month (one semester) initial enrolment requirement in accordance with the ESOS National Code.
- (a) In accordance with the *International Student Enrolment Agreement* , in these circumstances, the parent must provide one full term's written notice to the Principal of their intent to withdraw their child's enrolment at Kingswood College.
- (b) If sufficient notice of intention to withdraw the student is provided in writing by the parent then a full refund of any non-allocated pre-paid fees shall occur. Non-allocated pre-paid fees are those deemed not to have already been committed to provision of educational or other services to that student at the date of termination of enrolment.
- (c) If insufficient notice of intention to withdraw the student is provided to the Principal, one additional full term's fees shall be deducted from any refund or charged to the parents.
- 3.6 Refunds in circumstances where the College is choosing to cancel the student enrolment after the student has commenced studies for any reason, in accordance with the *International*

Student Deferment, Suspension and Cancellation of Enrolment Policy and Procedures, including but not limited to:

- (a) Unsatisfactory student attendance;
- (b) Unsatisfactory course progress within a semester;
- (c) A decision by the College that the student has not qualified for transition to the next year of study and therefore an inability of the College to offer the student a course of study that allows them to complete their study program within the time frame permitted by their CoE;
- (d) Serious breach of behaviour or conduct as detailed in the Behaviour Management Policy;
- (e) Serious breach of the provisions of the Confirmation of Approved Accommodation and Welfare (CAAW);
- (f) Failure by the parents to maintain their contractual obligations to Kingswood College;
- (g) Proven or suspected material non-disclosure of information relating to their child by the parent.

In all circumstances of cancellation of enrolment, the College undertakes to refund any non-allocated pre-paid fees beyond the current semester of study. Kingswood College shall retain all pre-paid allocated fees for educational and other service provision within the current semester of study.

3.7 Refunds in the event of a course not being delivered by the College

In the unlikely event that the College fails to start to provide the course for the student on the agreed starting day or the course ceases to be provided to the student after it starts but before it is completed, the College will notify the student and the parents/guardians in writing. In this unlikely event, the College will endeavor to arrange for the student to be offered a place in an alternative course, which the student may accept in writing. Alternatively, the College may pay the student's parents/guardians (or such other person who paid the student's tuition fees) a refund of the amount of any unspent tuition fees received by the College in respect of the student (such amount to be calculated in accordance with the College's legal obligations).

The **Tuition Protection Service (TPS)** assists international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- (a) complete their studies in another course or with another education provider; or
- (b) receive a refund of their unspent tuition fees.

In the unlikely event that the College is unable to deliver the course you have paid for and does not meet its obligations to either offer the student an alternative course that he or she accepts or pay a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or to get a refund if a suitable alternative course is not found.

4. PRINCIPAL'S DISCRETION

The Principal reserves the right to vary these refund conditions in favour of the parent at any time where compassionate and compelling circumstances are proven to exist. It is the

responsibility of the parent or their agency representative to present in writing to the Principal any such evidence of compelling and compassionate circumstances for consideration.

5. ACCESS TO GRIEVANCE RESOLUTION PROCESS

In the event that the parent or student wishes to appeal a refund decision by Kingswood College, they have the right to lodge an internal appeal in writing in accordance with the *International Student Complaints and Appeals (Grievance) Policy and Procedures* listed on the International section of the College website.

6. RIGHT TO PURSUE LEGAL REMEDIES

This *International Student Refund Policy and Procedures* does not remove the right, under Australia's Consumer Protection laws, to pursue other legal remedies.

7. ADMINISTRATIVE PROCEDURE FOR CLAIM REFUND

- (a) Notification either by the College to the parent or by the parent to the College that the student enrolment is being either cancelled or withdrawn, resulting in an agreed date of cancellation of the CoE and CAAW as required on PRISMS.
- (b) Kingswood College issues the *Request for Refund form* to the parent for completion and as directed.
- (c) **NB:** Kingswood College shall *ONLY* act on the explicit written direction of the parent in issuing refunds.
- (d) Upon receipt of the completed *Request for Refund* form, the College will consider the refund request and, if approved, undertakes to transfer the refundable sum into the parent nominated bank account within 4 weeks.
 - Refunds will be paid to the parent/guardian (applicant/s) as specified in the written Enrolment Agreement,
 - Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing.
- (e) Parents may request a final summary of account as supporting documentation. This request may be directed to the Business Office by email (accounts@kingswoodcollege.vic.edu.au) at any stage prior to the final transfer of the refund.

8. RELATED POLICIES AND DOCUMENTS

- Application for Enrolment;
- International Student Fee Schedule (for current year fees);
- International Students Enrolment Agreement (Written Agreement)
- International Student Handbook
- Year 9 International Student Application Process for Semester 2, Year 9
- International Student Request for a Refund form;
- International Student Transfer Request form
- International Student Application and Enrolment Policy and Procedures
- International Student Refund Policy and Procedures
- International Student Deferment, Suspension or Cancellation of Enrolment Policy and Procedures
- International Student Transfer Assessment Policy and Procedures

- Student Accomodation and Welfare Arrangements Policy and Process
- International Student Complaints and Appeals Policy and Procedures
- International Student Monitoring Academic Progress and Attendance Policy and Procedures
- Behaviour Management Policy
- Parent Code of Conduct

Schedule 6

International Students Complaints and Appeals Policy and Procedure

1. PURPOSE

This policy provides for an internal complaints handling and appeals process for international students so that they may raise grievances that might arise during their time at Kingswood College.

Kingswood College has a commitment to quality programs, student welfare and our Mission Statement. Accordingly, this policy should be read in conjunction with all other student policies developed and implemented by the College. In particular, this policy focuses on establishing mechanisms to address any complaints by students, whether they be prospective, currently enrolled or former students.

Kingswood College Ltd is listed on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS Provider No. 001550G) and is required to adhere to the Education Services for Overseas Student (ESOS) Act 2000 and National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code).

2. SCOPE

This policy applies to all current and future international students of Kingswood College and their parents and/or legal guardians.

3. GUIDING PRINCIPLES

The College is committed to resolving complaints or grievances through informal and amicable discussions before a formal process is undertaken. However, if a formal complaint or grievance is made it will be dealt with efficiently and ensuring that the outcomes are consistent, fair and just and that all processes are cost free to the student.

Confidentiality is to be maintained in all matters relating to a student complaint. Information shall be given only on a 'need to know' basis and students shall be made fully aware of the strict confidentiality that will be applied during all stages of the complaints process.

4. PROCESS AND PRACTICES

The complaints process consists of a number of stages and may involve various members of the College staff and College Executive team, depending on the nature of the complaint.

Students and their parents/local support person may have concerns or grievances regarding but not limited to:

- (a) Application and enrolment process
- (b) Behaviour and discipline
- (c) The management by the College of student conduct and welfare matters
- (d) Delivery of educational services and academic programs
- (e) Homestay accommodation matters
- (f) Financial and contractual issues

- (g) academic matters and course content or progress including assessment and reporting
- (h) Education agents appointed by the College.

Students/parents should, in the first instance, report the concerns to the International Student Coordinator for direction on the most appropriate avenue for clarification of the issue and lodging of an informal complaint.

Where the complaint is not resolved informally to the student/parents satisfaction, then the student and/or parent may lodge a formal complaint using the College's Complaint Form.

5. NATURE OF COMPLAINT AND INFORMAL RESOLUTION

- 5.1 Where a student has a complaint relating to the application and/or enrolment process he/she should, in the first instance, make contact with the International Student Coordinator who shall respond after consultation with the Registrar or Director of Community Engagement.
- 5.2 Where a student has a complaint relating to assessment and/or reporting he/she should, in the first instance, make contact with the International Student Coordinator who shall investigate and respond after consultation with the Subject Teacher, Precinct Leader or Deputy Principal.
- 5.3 Where a student has a complaint relating to the quality of delivery, course content and/or teaching and learning practices he/she should, in the first instance, make contact with the International Student Coordinator who shall investigate and respond in consultation with the Subject Teacher, Precinct Leader or Deputy Principal.
- 5.4 Where a student has a complaint concerning behaviour and/or discipline matters relating to other students or staff he/she should, in the first instance, make contact with the International Student Coordinator who shall investigate and respond after consultation with the Year Level Coordinator or Head of School.
- 5.5 Where a student has a complaint relating to financial and contractual issues, the College policy on these matters is clearly stated in the International Student Enrolment Agreement - Terms and Conditions. The International Student Coordinator will assist the student, their parent or agent to raise queries relating to fees with the College Business Office. If the student, parent or agent is dissatisfied with the advice or instructions provided by the Business Office, he or she may write to the Business Manager who will convey a decision in writing to the parent. If the student, parent or agent is still dissatisfied with the outcome, he or she may follow the necessary steps to lodge a Formal Complaint or Appeal.

6. PROCESS FOR INFORMAL COMPLAINT RESOLUTION

- 6.1 The International Student Coordinator will interview the student and /or receive and record details on the substance of the complaint from the parent. Notes will be made on the substance of the complaint.
- 6.2 The International Student Coordinator will then gather further information by interview or discussion with relevant stakeholders. Notes will be made as further information is gathered.
- 6.3 A decision on the nature and mode of response to the student or parent will be made by the International Student Coordinator in consultation with the relevant member of the College Executive Team.
- 6.4 The International Student Coordinator undertakes to meet with the student or report back to the parent to ascertain whether they understand and accept the informal resolution. Notes will be made of that informal resolution and student/parent response to same. If the complaint is resolved informally to the student/parent satisfaction, in the first instance, a record shall be

made and placed on the student file. If required, relevant College personnel shall be informed if a change to current policy and/or practice is recommended to avoid similar student complaints in the future.

7. FORMAL HEARING FOR COMPLAINT RESOLUTION

7.1 Request for Formal Complaint Resolution

- (a) If the complaint is not resolved to the student's satisfaction, then the student shall be advised in writing of their right to register a formal complaint to the College, including a statement that such a formal complaint must be lodged within 20 working days of the completion of the Informal Resolution process. The international student/parent will be guided by the International Student Coordinator on accessing the pro-forma Complaint Form to be completed to register a Formal Complaint or Appeal.
- (b) The approved Complaint Form is annexed to this policy.
- (c) The Formal Complaint and Appeal Hearing must occur within ten working days of the lodgement of the Complaint Form. The scheduled date of the Formal Hearing must be set by negotiation with the student to allow every opportunity for support persons to be present.
- (d) International Students are also advised that they must maintain attendance and involvement in all required College programs while the Formal Complaints and Appeals process is underway.

7.2 Panel Members for the Hearing of Formal Complaints and Appeals

- (a) Issues of Academic Progress and Course Assessment Panel Members: Principal/Deputy Principal, and Head of School.
- (b) Issues of a Student Welfare/Disciplinary nature Panel Members: Principal/Deputy Principal and Head of School
- (c) Issues Associated with Homestay Accommodation Panel Members: Principal/Deputy Principal and Director of Community Engagement
- (d) Issues Associated with Contractual Arrangements with Kingswood College Panel Members: Principal/Deputy Principal and Business Manager

The Student may attend the Formal Hearing alone or may attend with a parent/local support person or a nominated Staff member of the College as their support person.

8. FORMAL COMPLAINT HEARING PROCESS

- 8.1 A Panel Hearing will commence with the Chair of the Panel outlining the nature of the complaint.
- 8.2 The student/parent shall then be provided with an opportunity to provide further explanation of their concerns, to present any further information in their favour.
- 8.3 Panel Members are then able to question the parent/student on their claims.
- 8.4 The Panel will then deliberate in private on their final decision.
- 8.5 The student/parent shall then be called back to the Panel for a verbal explanation of the Panel decision.

- 8.6 A written summary of the final decision by the Panel shall be issued to the student/parent within five working days. If the complaint is resolved formally to the student's satisfaction, a record shall be made and placed on the student file. If required, relevant College personnel shall be informed if a change to current policy and/or practice is recommended to avoid similar student complaints in the future.

9. APPEAL

- 9.1 If the student complaint is still not resolved to the student/parent's satisfaction, then the College will advise the student within 10 days of concluding the internal process of the student's right to access an external complaints handling and appeals process at minimal or no cost.
- 9.2 The College will give the student the contact details of the appropriate complaints handling and external appeals body, which may include either of the following, depending on the nature of the complaint and how the student wishes the complaint to be dealt with:

Overseas Student Ombudsman

Melbourne Office
Level 6, 34 Queen Street, Melbourne

Phone Contact: 1300 362 072

Website: www.ombudsman.gov.au

Dispute Settlement Centre of Victoria

4/456 Lonsdale Street, Melbourne

Phone Contact: 1300 372 888

Website: www.disputes.vic.gov.au

- 9.3 A record of the process shall be maintained on the student file in a manner consistent with the College Privacy Policy provision.

10. OUTCOMES

If the internal or external complaints process results in a decision or recommendation in favour of the student, the College will immediately implement the decision or recommendation and/or take preventative or corrective action required by the decision, and advise the student of that action.

If the student's appeal relates to a decision to cancel the student's enrolment, the College will wait for the internal complaints process to be completed before it can proceed.

Further, the College will not report the student through PRISMS for unsatisfactory course progress or attendance until after:

- (a) the internal and external complaints processes have been completed and the breach has been upheld;
- (b) the student has chosen not to access the internal complaints and appeals process within a 20 working day period;
- (c) the student has chosen not to access the external complaints and appeals process; or

- (d) the student withdraws from the internal or external appeals process, by notifying the College in writing.

11. RECORD KEEPING

All documentation and information collated supporting a complaint is to be securely stored in personnel files under the supervision of the Registrar and may be used to demonstrate what steps were taken to settle the complaint or grievance.

The College will also make a record of the complaint that includes:

- (a) date when the complaint was first raised;
- (b) name of the student making the complaint;
- (c) detailed statement of the nature of the complaint and other persons involved;
- (d) the procedures followed and the time frame for undertaking an investigation, if required, and for reporting the outcome;
- (e) statement of the outcome/s and reasons for the outcome.

12. RELATED POLICIES AND DOCUMENTS

- Application for Enrolment Form;
- International Student Fee Schedule (for current year fees);
- International Students Enrolment Agreement (Written Agreement)
- International Student Handbook
- Year 9 International Student Application Process for Semester 2, Year 9
- International Student Request for a Refund form
- International Student Transfer Request form
- International Student Enrolment Policy and Procedures
- International Student Refund Policy and Procedures
- International Student Deferment Suspension and Cancellation of Enrolment Policy and Procedures
- International Student Transfer Request Policy and Procedures;
- Student Accommodation and Welfare Arrangements Policy and Procedures
- International Student Monitoring Attendance and Academic Policy and Procedures