

## **WRITTEN AGREEMENT**

### **Study Abroad Students**

**IMPORTANT:** This document sets out the terms and conditions of enrolment as an international student in a Victorian government school. It is designed to protect your consumer rights in Australia.

You are required by law to keep a copy of this Agreement once signed and receipts of all payments of tuition and non-tuition fees.

#### **Definitions and Acronyms**

In this Agreement:

- **Agreement** means this Written Agreement
- **ATAR** means Australian Tertiary Admission Rank which is a score that universities consider when assessing student applications for most courses they offer
- **CAAW** means Confirmation of Appropriate Accommodation and Welfare and is only applicable when the Department has agreed to accommodation and welfare responsibility for the student and has issued a CAAW letter
- **CoE** means Confirmation of Enrolment
- **CRICOS** means Commonwealth Register of Institutions and Courses for Overseas Students
- **The Department** means the Department of Education in Victoria
- **DHA** means the Australian Government Department of Home Affairs
- **Emergency Accommodation** means alternative accommodation arrangements that a student may be placed into if they experience acute medical/health issues whereby their approved accommodation arrangements become unsuitable
- **ESOS** means the *Education Services for Overseas Students Act 2000* (Cth)
- **GST** means goods and services tax
- **IED** means the International Education Division, which administers the ISP in Victorian government schools on behalf of the Department. IED is not a separate entity to the Department, which is the CRICOS-registered provider
- **ISP** means the International Student Program
- **Legal guardian** or **legal custodian** is a person other than a student's parent with the right to daily care and control of the student and the right to make decisions for that student
- **OSHC** means Overseas Student Health Cover
- **TIS** means Translating and Interpreting Service
- **VCE** means Victorian Certificate of Education
- **VCE VM** means Victorian Certificate of Education Vocational Major
- **VET** means Vocational Education and Training
- **We** means the Department of Education in Victoria
- **You** means the parents, legal guardian or student who signs this Agreement as the context requires.

#### **Courses Offered by the Department**

1. The Department is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) to provide the following courses to international students:
  - a) Primary (Preparatory to Year 6): Primary school studies
  - b) Secondary (Years 7–12): Senior secondary certificate of education
  - c) Victorian College of the Arts Secondary Course (Years 7–12): Senior secondary certificate of education.
2. The Victorian Certificate of Education (VCE) is Victoria's senior secondary qualification. Students can choose to study the VCE or VCE Vocational Major (VCE VM).
  - a) The VCE can provide students with an Australian Tertiary Admission Rank (ATAR) which is a score that many universities consider when assessing student applications for most courses they offer. Completing a scored VCE and receiving an ATAR can provide a more direct pathway to university.
  - b) The VCE VM gives students greater choice to pursue their vocational and applied learning strengths and interests. Students who elect to complete the VCE VM do not receive an ATAR but could seek entry to higher education or vocational education and training (VET) courses that do not require an ATAR.
3. Study Abroad students can enrol in a Victorian government school for 3, 6, 9 or 12-month study periods from Years 9–12 only and cannot gain a VCE, VCE VM or ATAR for these studies. Study Abroad students can only participate in VET subjects if they are studying for the full school year.

Course Details				
School Name and Year Level	Course	Course Dates	Course Duration	Modes of study / delivery
<b>English Language Centre:</b> < > <b>School:</b> < > <b>Address:</b> < > <b>Year Level:</b> < >	< >	< > to < >	< > weeks	Face to face only. No compulsory online or distance education.  If a student opts to do a VCE VM or a VCE VET subject, work-based training may be required.

Conditions / Pre-requisites

Non-Tuition School Fees		
Application fee	AUD < >	Compulsory / Non-refundable
Enrolment amendment fee	AUD < >	If applicable / Non-refundable
Arrival support fee (incl. GST)	AUD < >	If applicable / Non-refundable
Accommodation placement fee (incl. GST)	AUD < >	If applicable / Non-refundable
OSHC fees (single person cover)	From < > per month	See fee description below
Default administration fee	AUD < >	If applicable / Non-refundable
Refund administration fee	AUD < >	If applicable / Non-refundable
School transfer fee	AUD < >	If applicable / Non-refundable
VET-related material fees (per subject)	AUD \$ 60.00 to \$ 950.00	If applicable / Non-refundable
Homestay accommodation fees	AUD \$ 290.00 to \$ 440.00 per week	If applicable / Non-refundable
School uniforms	AUD \$ 300.00 to 950.00 per annum	Compulsory / Non-refundable
School camps and excursions	AUD \$ 400.00 to \$ 900.00 per annum	Optional / Non-refundable
Textbooks / stationery	AUD \$ 400.00 to \$ 700.00 per annum	Optional / Non-refundable
Electronic device costs	AUD \$ 500.00 to \$ 1,250.00 per annum	If applicable / Non-refundable
VCE and VCE VM exam fees	AUD \$ 76.50 to \$ 473.15 per annum	If applicable / Non-refundable

The above fees are based on information available at the time this offer is made to You. These fees may change over time.

## Non-tuition fees

### Application fee

- An application fee is charged for assessing and processing the student enrolment and placing the student at a school.

### Enrolment amendment fee

- An enrolment amendment fee is charged for changes to accommodation and welfare arrangements or enrolment details once a CoE has been issued.

### Arrival support fee

- Arrival support is provided to students staying in homestay accommodation approved by the Department. Students are welcomed at the airport and taken directly to their homestay family home.

### Accommodation placement fee

- An accommodation placement fee is charged to place a student in homestay accommodation. This fee is only applicable to students who require homestay accommodation.

### OSHC fees

- It is a condition of the student's visa to obtain Overseas Student Health Cover (OSHC) before arriving in Australia. Health cover must be maintained for the duration of the student's course. If You request, We can help to arrange OSHC for You with Medibank. We will receive a commission through a preferred provider arrangement with Medibank. See the [Your Student Visa Conditions](#) section of this document for further details about OSHC.

### Default administration fee

- Once a student has commenced, a default administration fee may be charged if invoices are not paid by the due date.

### Refund administration fee

- A refund administration fee applies in some instances. See the [Refund Criteria Table](#) for further details.

### School transfer fee

- Where a student has commenced at a Victorian government school and transfers to another Victorian government school, a non-refundable transfer fee will be charged. This includes transfers initiated by You or transfers initiated by the school where they think the student's needs can be better met by another school.

### VET-related material fees

- Once a student commences, they may elect to study a VCE VET subject or the VCE VM which includes VET subjects. VET subjects may incur non-tuition material fees to cover materials used in the VET subject. Additional VET tuition fees are also applicable and are outlined in the [Course Tuition Fees](#) section. The school will inform the student and their family of any VET fees before the student commences a VET subject.

### Homestay accommodation fees

- A weekly homestay accommodation fee is applicable for school-arranged homestays. If applicable, the school will require a bond of two weeks' homestay payment. The bond is refundable at the conclusion of the homestay period after all expenses, repairs, or damages (if any) have been paid.

### Fees for school camps and excursions

- Additional fees are payable for school camps and optional excursions/school activities that are not a part of the course of study or curriculum.

### VCE and VCE VM exam fees

- Exam fees are incurred by students when they sit their exams for the VCE or VCE VM. This usually occurs in Years 11 and 12, but sometimes Year 10 students sit these exams. Details of these fees can be found on the Victorian Curriculum and Assessment Authority (VCAA) [website](#), along with other optional fees students may incur. Year 11 and 12 exam fees are not applicable to Study Abroad students as these students do not participate in these exams.

### Voluntary contributions

- In addition to the fees listed above, schools may request voluntary contributions throughout the school year to assist in raising funds for the school. These contributions are optional and entirely at Your discretion. The school documentation should clearly outline that payment of such requests are voluntary.

Initial Payment Details		
Tuition fees		
Tuition fees	< >	< > weeks, for the first study period
Non-tuition fees		
Overseas Student Health Cover	< >	< > - < >
Accommodation placement fee	< >	GST inclusive
Arrival support fee	< >	GST inclusive
<b>Initial fees* due:</b>	<b>AUD &lt; &gt;</b>	<b>Offer due date: &lt; &gt;</b>

\* Initial fees are the cost for the first study period and NOT the full course.

**Important: Do not pay anything until You return the signed Written Agreement and receive an invoice from the Department.**

### General fee information

- Fees are subject to change and are reviewed annually. Current fees are published online at [www.study.vic.gov.au](http://www.study.vic.gov.au).
- We invoice for tuition fees twice a year, usually in April/May for Semester 2 and October/November for Semester 1 of the following year. However, this may vary and is subject to change.
- Semester 1 and Semester 2 tuition fees differ as the number of weeks in each Semester are different. Semester 1 includes Terms 1 and 2 of school, Semester 2 includes Terms 3 and 4 of school.
- An invoice for the initial fees payable will be sent to You once You have signed and returned this Agreement to the Department. You only need to pay the amount specified on the invoice. An invoice for each subsequent study period will be forwarded as outlined in the [Course Tuition Fees](#) table below.
- IED will issue a CoE, and CAAW if applicable, to You once You have paid the required fees. If payment is not received by the due date on the invoice, Your application for enrolment will be withdrawn and a place will not be held at the school indicated in the Letter of Offer.
- Under ESOS, You are not required to pay more than 50% of the tuition fees before the course start date, unless the course is 25 weeks or less. However, if You choose to do so, You may opt to pay more than 50%. If You choose to pay more of the course fees before the student commences the course, please email [international@education.vic.gov.au](mailto:international@education.vic.gov.au).
- Once You receive the CoE, and CAAW if applicable, and a subclass 500 Student – Schools visa the student can start at the school as scheduled.
- Invoices are emailed and can only be sent to one email address. Please ensure that IED always has Your preferred email address for invoicing purposes. Please advise IED of any change in email address in writing to: [international.school.support@education.vic.gov.au](mailto:international.school.support@education.vic.gov.au). You remain liable for all fees payable even if an invoice has not been received. If You do not receive an invoice by the start of each semester, please contact IED at [isfinance@education.vic.gov.au](mailto:isfinance@education.vic.gov.au) as soon as possible.
- All fees must be paid in Australian dollars (\$AUD). Fees can be paid to the Department by BPAY, Electronic Funds Transfer or credit card within Australia, and credit card or telegraphic funds transfer from overseas.
- You are liable for Your bank's transaction fees. We are not liable for any foreign exchange variation incurred for fee payments.
- If You pay fees via credit or debit card and then ask the bank to recover the payment, We will only accept payment of outstanding fees owed by electronic funds transfer and in full.
- Failure to pay fees by the due date on the invoice may result in a default administration fee being charged, the student being expelled from school for non-payment of fees and the student's enrolment being cancelled. This may result in the student's visa being cancelled by DHA. If a student is expelled from a Victorian government school for non-payment of fees, the student cannot enrol and commence at another Victorian government school until all outstanding fees are paid in full and the next Semester's fees are paid in advance.

13. We are not responsible for any monies paid by You to an agent or other third party.
14. Education agents have a limited role to play in relation to international student fees. For information about the role of an agent in the payment of international student fees and appropriate agent behaviours, please visit [Role of Accredited Agents](#) for further details.

## Fee enquiries

15. Enquires about fees before the student has started studies should be directed to [international@education.vic.gov.au](mailto:international@education.vic.gov.au). Enquires about fees after the student has started studies should be directed to [isfinance@education.vic.gov.au](mailto:isfinance@education.vic.gov.au).

Course Tuition Fees		
Estimated course tuition fees for the total period of enrolment	AUD < >	< > weeks
<ol style="list-style-type: none"> <li>1. Please note the above figure is the calculated tuition fees payable for the entirety of the course, from &lt; &gt; to &lt; &gt;, for which You have applied to enrol the student. The above figure is based on &lt; &gt; fees. The final figure is likely to be higher, as tuition fees are reviewed on an annual basis and are subject to change.</li> <li>2. In &lt; &gt;, the tuition fees are as follows:               <ol style="list-style-type: none"> <li>a) The tuition fees for primary school Preparatory–Year 6 are AUD \$ &lt; &gt; per annum (approximately AUD &lt; &gt; per semester<sup>1</sup>)</li> <li>b) The tuition fees for secondary school Years 7–10 are AUD \$ &lt; &gt; per annum (approximately AUD &lt; &gt; per semester<sup>1</sup>)</li> <li>c) The tuition fees for secondary school Years 11–12 are AUD \$ &lt; &gt; per annum (approximately AUD &lt; &gt; per semester<sup>1</sup>)</li> </ol> <p><sup>1</sup> Semester 1 and Semester 2 tuition fees differ as there are a different number of weeks in each Semester</p> </li> <li>3. Once a secondary student commences, they may elect to study a VCE VET subject or the VCE VM which includes VET subjects. VET subjects may incur additional tuition fees ranging from \$49 to \$1,739 per subject, per annum. In addition, VET non-tuition material fees ranging from \$90 to \$950 per subject, per annum may be applicable. All fees are reviewed annually and are subject to change. VET fees are not reflected in the estimated course tuition fees above. The school will inform the student and their family of any additional VET fees before the student commences a VET subject.</li> </ol>		

## Refunds

### Refunds in the event of student default

1. A student default has occurred if a student:
  - a) does not commence their course on the agreed start date
  - b) withdraws from the course before the end date on the CoE and has not completed the course
  - c) fails to meet the conditions of their student visa
  - d) does not pay the required fees, or
  - e) does not fulfil their requirements under the [Parent's and Student's Responsibilities](#) section, and
  - f) We cancel the student's enrolment as a result.
2. The [Refund Criteria Table](#) in schedule 1 of this Agreement states the circumstances when refunds will be paid in the event of a student default.
3. If a student withdraws during the semester there will be no refund for the current Term.
4. If a student has not deferred and arrives later than the start date specified on the CoE, a refund or credit will not be paid for any missed days.

### Refunds in the event of default by the Department

5. In the unlikely event that We are not able to provide the course at the location specified in this Agreement, and You have pre-paid course fees, IED may offer the student a place in an alternative course at the Department's expense. If the alternative course is not accepted by You and You prefer a refund, a refund will be paid within 14 days of the default day (being the day the course was no longer able to be offered by the Department).
6. The Tuition Protection Service (TPS) is an Australian Government initiative to assist students whose education providers are unable to fully deliver their course of study. The TPS ensures that students are able to complete their studies in another course or with another education provider or receive a refund of unspent tuition fees. For more information see the TPS website: [www.tps.gov.au](http://www.tps.gov.au).

### Refund of Overseas Student Health Cover (OSHC)

7. Where You elect for IED to organise OSHC through Medibank, and You withdraw the student's enrolment before the start date, the OSHC fee will be included in the IED refund calculation if IED has not already transferred the fee to Medibank. IED's refund outcome letter will advise You whether the OSHC fee has been transferred to Medibank.
8. Where You elect for IED to organise the OSHC through Medibank, the student has commenced, or the student has not commenced but the fee has already been transferred to Medibank and You withdraw the student's enrolment, You should contact Medibank by calling +61 3 9862 1095 or via email at [oshc@medibank.com.au](mailto:oshc@medibank.com.au) regarding Your OSHC refund.
9. If You have elected to use another healthcare provider for the OSHC needs, You should contact Your provider directly with any queries regarding OSHC refunds.

### How to apply for a refund

10. Refund requests should be submitted using the [Victorian International Students Information Tool \(VISIT\)](#) student portal. Required evidence outlined in the [Refund Criteria Table](#) should be uploaded as prompted when completing the refund request in the student portal.
11. We will advise the outcome of any refund request in writing and specify how the refund was calculated.
12. Any refund due will be paid within 4 weeks of the submission of a refund request together with all necessary documents, except in the case of provider default where refunds will be paid in 14 days. Refunds may be delayed if required documents are not provided.
13. Refunds are paid to parents, legal guardians or sponsors. Upon instruction from parents or legal guardians in their refund request, refunds will be paid to students if over 18 years of age.
14. Refunds are paid by telegraphic transfer or electronic bank transfer.
15. All refunds are paid in Australian dollars. We are not responsible for any foreign exchange losses.

16. IED deducts a \$500 refund administration fee for processing refunds in some instances. The [Refund Criteria Table](#), in this document outlines which circumstances attract this fee. Where the \$500 refund administration fee is payable and the refund amount due is calculated at \$500 or less before charging the refund administration fee, no refund will be paid to the claimant.
17. Any fees for services You have paid to agents are not covered by the [ISP Refund Policy](#).

## Refund progress enquiries

18. Your refund progress can be seen by logging in to the [VISIT](#) student portal. Specific enquiries about the progress of a refund can be made to the Finance Team, IED, by emailing [isfinancerefunds@education.vic.gov.au](mailto:isfinancerefunds@education.vic.gov.au).

## Challenging a refund decision

19. You can appeal a refund decision if You believe the refund amount is incorrect or that the [ISP Refund Policy](#) has not been applied correctly. Please see the [Complaints and Appeals](#) section in this Agreement for instructions on how to lodge an appeal.

## Your Student Visa Conditions

1. Your student visa has the following important conditions:

### Contact details

2. You must notify the student's school within 7 days if Your or the student's email, residential address, phone numbers or emergency contact details change. You must notify IED immediately if Your preferred email changes by emailing [international.school.support@education.vic.gov.au](mailto:international.school.support@education.vic.gov.au) to ensure that You receive tuition fee invoices. You remain liable for all fees payable even if an invoice has not been received.

### Attendance

3. Students enrolled in a Victorian government school are required to attend school every school day.
4. Attendance is monitored on a term-by-term basis. Students at risk of not meeting attendance requirements will be provided with additional reasonable supports to help address issues that may be contributing to poor attendance. Schools will contact parents, legal guardians and homestay providers, if applicable, if there is a risk of the student not meeting the attendance conditions of their visa.
5. When a student's attendance falls below 80% in a term, We are required to report the student to DHA unless there are compassionate or compelling circumstances. This may affect the student's visa. We will notify You of our intention to report the student to DHA before doing so.
6. Absence for illness which is verified by a doctor's certificate counts towards the rate of absence but can be considered as compassionate or compelling circumstances. In these cases, We are not required to report the student unless absences fall below 70%. Please refer to the [ISP Attendance Policy](#) for further information.

### Course progress

7. The student must maintain satisfactory course progress. At a Victorian government school, this means students must pass every subject; or alternatively, the school's Principal may determine that the student's effort is at least 'satisfactory' despite the student not passing all subjects/areas studied.
8. While school staff will use their best endeavours to offer students reasonable learning, English language and welfare supports, when necessary, students must demonstrate a clear commitment to their studies and We cannot guarantee that a student will successfully complete their course or gain entry into any other institution.
9. Course progress is monitored closely by schools. Schools will contact You if there is a risk of the student not meeting the course progress conditions of their visa.
10. We are required to report students who fail to maintain satisfactory course progress to DHA. This may affect the student's visa. We will notify You of our intention to report the student to DHA before doing so. Please refer to the [ISP Course Progress Policy](#) for further information.

### Overseas Student Health Cover

11. Students must purchase OSHC insurance before they arrive in Australia and cannot enter Australia until the OSHC policy has commenced. OSHC must be maintained for the duration of the student's course.
12. If You request that We help to arrange OSHC with Medibank, We will receive a commission through a preferred provider arrangement with Medibank.
13. You can choose to arrange the student's OSHC directly through a health cover provider but **must** ensure that OSHC is arranged prior to arrival in Australia and provide details of the OSHC to IED prior to CoE, and CAAW if applicable, being issued. You can access a list of approved OSHC providers at [www.health.gov.au](http://www.health.gov.au) by searching for overseas student health cover.

### CAAW arrival restrictions

14. Students under 18 years of age must not arrive in Australia before the welfare commencement date stated on their CAAW letter. Students under 15 years of age must reside in Australia with a parent/legal guardian or DHA-approved relative.
15. You must notify IED and the school immediately of any change of student visa status by emailing [international@education.vic.gov.au](mailto:international@education.vic.gov.au) if the change is prior to student commencement, or [international.school.support@education.vic.gov.au](mailto:international.school.support@education.vic.gov.au) if the change is after student commencement.

## Accommodation and Welfare Arrangements

1. Students under 15 years of age must reside in Australia with a parent, legal guardian or DHA-approved relative.
2. Students aged 15–18 years of age must reside with a parent, legal guardian, DHA-approved relative or a homestay arrangement approved by the Department under a CAAW arrangement. For further details, please refer to the ISP Accommodation and Welfare Policy.
3. You must disclose student medical information which may impact the Department's ability to fulfill its CAAW obligations.
4. If at the time of enrolment it is apparent that the student has a medical condition that requires ongoing care and/or medical assistance beyond what is considered reasonable, the Department may require You or a Legal Guardian to accompany the student for the duration of their enrolment. A CAAW letter may not be issued in these circumstances.
5. A separate ISP Homestay Responsibility Agreement is required for students who reside in Department-approved homestays. Prior approval by the Department is required if the student wants to change welfare/accommodation arrangements to ensure that the student does not breach visa conditions.
6. For students residing in Department-approved homestays, the Principal of the school (or their delegate) may require students 18 years of age and over to live in school-approved homestay accommodation for the duration of their study.
7. We may cancel the CAAW and relinquish responsibility for the care, accommodation and welfare arrangements of an international student under the age of 18 if:
  - a) a parent/legal guardian/DHA-approved family assumes responsibility for the care, accommodation and welfare arrangement for the student
  - b) the student transfers to another CRICOS-registered provider and that provider assumes responsibility for the CAAW arrangements
  - c) the student/parent/legal guardian fails to pay the required homestay fees at the agreed frequency as per the ISP Homestay Responsibility Agreement
  - d) the student's enrolment is cancelled due to student misbehaviour, non-payment of fees or failing to meet their student visa conditions. For further information, please refer to the [ISP Department-Initiated Suspension and Cancellation Policy](#)
  - e) the student finds themselves in a position / situation or already has or develops a medical condition which requires additional support or care needs that are beyond reasonable care during their enrolment. If this occurs, You or the Legal Guardian will be required to:
    - i. work cooperatively with the school to support the student's welfare and accommodation needs. You must be available to attend meetings with the school and other relevant parties



- ii. travel to Victoria to assume immediate welfare responsibility for the student. If You or a Legal Guardian cannot travel to Victoria to assume welfare responsibility, the Department may make alternate suitable arrangements, including alternative accommodation and possible overseas medical repatriation of the student. You may be required to pay for these arrangements. This will be determined by the Department on a case-by-case basis, and any costs will be discussed with You.
8. If the Department is no longer able to accept responsibility for CAAW arrangements for the student, We may cancel the CAAW and CoE.
9. The Department recommends that students return home during the summer holiday period (December – January) for health and wellbeing reasons.

## Emergency Arrangements

10. If the student experiences acute medical/health issues that significantly compromises their approved accommodation arrangements, We may place the student in emergency accommodation. We will notify You as soon as possible if the student is required to be placed in emergency accommodation.
11. The emergency accommodation will be a serviced apartment (or equivalent), organised by the Department, where the student will reside with an appropriately trained and qualified chaperone, from an approved third-party provider, for a period of no longer than 10 days while You arrange alternative care. The serviced apartment will have two bedrooms, unless, in the Department's reasonable opinion, the student requires constant supervision for their own safety. The length and the conditions of the emergency arrangements will be determined by the Department in consultation with You and the school.
12. You will be required to work collaboratively with the school and the Department to agree on an alternative care arrangement (withdrawing and transferring to another CRICOS provider or withdrawing and returning home) for the student and to ensure that their health and safety are managed appropriately. The Department will cover initial costs associated with emergency accommodation, however, if You cause or contribute to a delay in organising alternative care, you may be required to pay or reimburse to the Department expenses associated with the student's stay.
13. The student's CAAW will remain in place while the student is residing in the emergency accommodation.
14. If the student is to be repatriated into Your care, all costs associated with flights or medical repatriation will need to be covered by You.

## Changes to Enrolment

1. After a student visa is issued, enrolment changes can only be made for compassionate or compelling circumstances. If a change to the enrolment is made, IED will confirm the change in writing. In some instances, a new CoE will be issued to You. We will advise You if the change is likely to affect the student visa and if You should seek further advice from DHA.

## Changing course start date

2. If a student visa has NOT been issued, You can change the course start date by completing a [Change Request Form](#).
3. Once a student visa has been issued, You can only defer the start of the course if there are compassionate or compelling circumstances. Examples of these circumstances include but are not limited to: serious illness, injury or trauma, bereavement of close family members, major political upheaval or natural disaster in Your home country. If You need to defer the course commencement, complete the [Change Request Form](#) found under *Brochures and Forms* at [www.study.vic.gov.au](http://www.study.vic.gov.au) and submit it via email to [international@education.vic.gov.au](mailto:international@education.vic.gov.au). You must include evidence that compassionate or compelling circumstances apply. Please refer to the [ISP Student-Initiated Deferral, Suspension and Cancellation Policy](#) for further information.
4. Deferral cannot be approved retrospectively and can only be granted for a maximum period of 6 months.
5. Students must start on the agreed start date unless an application to defer has been approved by IED.

## Taking leave during term

1. The student visa does not permit a student to take leave during school terms unless there are compassionate or compelling reasons.
2. If a student needs to take leave for compassionate or compelling reasons, they must advise the school and seek approval from IED before leaving. If You leave Australia during school term without IED approval, DHA may cancel the student visa.
3. Students may request a temporary suspension of enrolment for compassionate or compelling reasons after they commence their course. Students must complete the Application for Temporary Suspension of Enrolment form within 14 days of the date they are proposing the temporary suspension of enrolment to commence.
4. Compassionate circumstances are circumstances that are not in the student's or parent's control, and are not created by the student, and that adversely impact on student welfare or course progress. For example, illness, bereavement or traumatic events may qualify as compassionate circumstances, as assessed on a case-by-case basis. Compelling circumstances are circumstances which in the opinion of IED are in the student's best interests, as assessed on a case-by-case basis. Compassionate or compelling circumstances do not include family holidays, visiting relatives for weddings, graduations or similar events.
5. IED will try to approve urgent cases as soon as possible but evidence of compassionate or compelling circumstances is required. Please refer to the [ISP Student-Initiated Deferral, Suspension and Cancellation Policy](#) for further information.

## Transfer to another school

6. You may apply to transfer to another school (government or non-government) after 6 months (2 terms) of enrolment.
7. Students are only able to transfer to another school within the first 6 months (2 terms) of commencement in exceptional circumstances as approved by IED.
8. Transferring to a non-government school or provider is regarded as withdrawing from the course or cancelling Your enrolment.
9. Transferring to another ISP-accredited Victorian government school is regarded as an internal transfer.
10. A transfer can only occur with Your consent.
11. Please refer to the [ISP Transfer Policy](#) for further information on transferring to another school.

## Cancelling enrolment

12. If You wish to cancel the student's enrolment, please refer to the [ISP Student-Initiated Deferral, Suspension and Cancellation Policy](#) then complete the [Withdrawal Form](#) available under *Brochures and Forms* at [www.study.vic.gov.au](http://www.study.vic.gov.au) and mail it to [international@education.vic.gov.au](mailto:international@education.vic.gov.au). Refer to the [Refund Criteria Table](#) at schedule 1 in this Agreement to see if You are eligible for a refund.
13. You should contact DHA for advice about the impact on the student's visa before You cancel an enrolment. Further information about cancelling an enrolment can be found in the [ISP Student-Initiated Deferral, Suspension and Cancellation Policy](#).
14. We may cancel a student's enrolment for unacceptable behaviour, non-payment of fees, failing to meet the conditions of their student visa or, if You or the student fail to meet any of Your or the student's responsibilities under this Agreement. In these cases, We are required by the ESOS Act to report students to DHA. This may result in the student's visa being cancelled. Before reporting a student to DHA, We will provide written notice of our intention to report the student which will include information regarding appeal options and visa implications. Please refer to the [ISP Department-Initiated Suspension and Cancellation Policy](#) for more details. If a student is expelled from a Victorian government school for non-payment of fees, the student cannot enrol and commence at another Victorian government school until all outstanding fees are paid in full and the next Semester's fees are paid in advance.

## Parent's, Legal Guardian's and Student's Responsibilities

### By signing this Agreement You agree that:

1. You will notify the student's school and IED in writing within 7 days if a parent or DHA-approved relative changes address, email address, phone number or emergency contact details in Victoria
2. You will inform IED of any change of address in the student's home country

3. You will disclose in full any additional health or medical needs of the student prior to enrolment or once You become aware of these needs
4. You will ensure if We approve arrangements for the student's accommodation and welfare, that the student resides with their approved accommodation provider and that any required fees are paid on time and in accordance with the school's instructions
5. You will have a valid passport in case You are required to travel to Victoria at short notice to support the student's health and wellbeing
6. You will travel to Victoria to assume welfare responsibility or will accompany the student home as directed by the Department in the event of a serious incident
7. You will respond to any correspondence from the school and IED in a timely manner
8. You will pay in full all applicable fees related to the student
9. You will pay all living expenses and return airfares (which may include medical repatriation) **related to the student**
10. You will pay for the costs of all additional learning or welfare needs required by the student which are above the reasonable student support provided by schools
11. You will ensure the student has a valid passport and visa
12. You will notify IED immediately upon cancellation or change to the student's visa status
13. You will ensure if the student is under 15 years of age that at least one parent, legal custodian or DHA-approved relative is living with the student at all times
14. You will ensure the student has valid health insurance through an OSHC provider approved by the Australian Government for the duration of their visa
15. You will retain a copy of the Agreement as supplied by the Department and receipts of any payments of tuition fees or non-tuition fees
16. You acknowledge failure to meet these responsibilities may result in the student's enrolment and welfare arrangements, if applicable, being cancelled and, in some cases, the student's visa.

## Student behaviour

17. Students are expected to behave according to their school's policies, rules and Student Code of Conduct
18. Students must be aware of their Australian visa conditions and ensure that they comply with them at all times
19. Students must avoid participating in activities that endanger their safety, the safety of others, or are unlawful
20. Students must maintain approved care arrangements and contact with the school
21. When a student does not fulfil the requirements of the ISP and the school's policies and rules and/or the student enters into activities that are unsafe, a student's enrolment may be suspended or cancelled in accordance with the [ISP Department-Initiated Suspension and Cancellation Policy](#), with no refund payable for the student's current semester
22. Students agree that they will:
  - a) comply with their school's welfare and behaviour policies
  - b) behave appropriately if they are living in a homestay arrangement, including meeting all requirements of the homestay agreement made known to them
  - c) comply with all student visa conditions
  - d) not engage in any activity that may endanger their own safety or the safety of any other person, or that are unlawful.

## Travel for Students on CAAW Arrangements

1. This section applies to students under the age of 18 living in a homestay (i.e. who have been issued a CAAW). It does not apply to students residing with a parent, legal guardian or a DHA-approved relative.

### Within Australia

2. Students can travel within Australia if approved in writing by their parent(s) or legal guardian and the school. This condition applies to:
  - a) travel with a school-registered homestay family on a holiday
  - b) an overnight stay at a friend's house that is not an approved homestay provider at the school
  - c) travel on a commercial package tour or academic program within Australia which is provided by a registered company, is specifically designed for school students and includes appropriate supervision or chaperone arrangement, and involves no independent travel, i.e. pick up and drop off is from the homestay, the school or an assembly point designated by the school
  - d) travel into the care of, or accompanied by a direct family member over 21 years of age (parent or relative as defined by DHA) who will accept responsibility for the student during the travel
  - e) travel to a sporting, academic or club camp where the student will be under the care and supervision of a club or association that has appropriate child safe practices during the entire trip.

### To and from Australia

3. Students under the age of 18 are not permitted to travel overseas other than directly into the care of a parent or legal guardian or a direct family member over 21 years of age approved by the parent.
4. For overseas travel, students must not transit overnight in another state.

### For both travel options

5. Before booking any flights to or from Australia, the student or parent must get prior approval from the school for the proposed travel booking.
6. You and the student should consider booking flexible flights to or from Australia and interstate or obtaining a proposed itinerary of planned travel as evidence to support their travel request.
7. Students must provide details of the travel arrangements to the student's homestay provider.

## Complaints and Appeals

### Overview

1. The [ISP Complaints and Appeals Policy](#) provides guidance to You, the student, school staff, agents and schools about the ISP complaints and appeals process and ensures that formal complaints and appeals relating to the ISP are addressed in a fair, confidential, transparent and compliant manner.
2. Complainants are encouraged to resolve the matter informally in the first instance.
3. The Department does not charge a fee to lodge a formal complaint or appeal.
4. The complaints and appeals process will commence within 10 working days of lodgement and all reasonable measures will be taken to finalise an outcome as soon as practicable.
5. The complainant or appellant will be given an opportunity to present their case and may be assisted by a support person, provided that person does not have a conflict of interest.
6. The Department will provide the complainant or appellant with a written statement of the outcome of the complaints or appeals, including detailed reasons for the outcome, within 10 working days of completion.
7. An internal appeal written statement of the outcome will inform the appellant of their right to access an external complaints and appeals process at minimal or no cost with the Victorian Ombudsman and will include contact details.

8. The Department will comply with a decision or recommendation in favour of the complainant or appellant, made as a result of an internal or external complaint or appeal. The Department will immediately implement the decision or recommendation and/or take the preventative or correction action required by the decision and advise the complainant or appellant of that action.
9. This Agreement, and the right to make complaints and seek appeals of decisions and actions under various school and Department processes, does not affect Your right to take action under the Australian Consumer Law if the Australian Consumer Law applies.

### Formal complaints

10. Complainants can lodge a formal complaint with the Department using the [ISP Complaints Form](#) if the matter has not been satisfactorily resolved informally.
11. The completed [ISP Complaints Form](#) should be emailed to [isp.quality@education.vic.gov.au](mailto:isp.quality@education.vic.gov.au) and should clearly state the student's name and ID, the reason for the complaint and what outcome the complainant is seeking.
12. Formal complaints will be directed to a manager within IED who is best placed to resolve the matter. If the complaint is not related to the ISP, the Department may determine that the matter is best dealt with through the Department's [Parent Complaint Policy – Victorian government schools](#) and direct the complainant to this process.

### Internal appeals

13. Applicants can request an internal appeal if they believe the Department has made an error in relation to the outcome of a formal complaint or if they wish to appeal any other decision relating to a student's enrolment, including refunds and fee-waivers.
14. Appeals must be lodged within 20 working days from the date of written notification from the Department of the complaint outcome or from when they are informed of a decision in relation to another matter.
15. Appellants should complete and submit the [ISP Appeals Form](#) available under *Brochures and Forms* on the [www.study.vic.gov.au](http://www.study.vic.gov.au) website. Appeal applications should be emailed to [isp.quality@education.vic.gov.au](mailto:isp.quality@education.vic.gov.au).
16. The appeal application must set out the reasons for requesting a review and outline what outcome the appellant is seeking. The application and any supporting documentation should provide enough detail for the reviewer to make an informed decision about the request for appeal.
17. Internal appeals will be dealt with by a senior departmental staff member who was not involved in the original decision or complaint.
18. Each appeal request will be considered on its merits in conjunction with any supporting documentation provided.
19. A student's enrolment will be maintained during an internal appeal, except in the case of an expulsion due to non-payment of fees. However, the Department may suspend or cancel the enrolment of a student at any time if the student's health and wellbeing, or the wellbeing of others, is likely to be at risk.

### External complaints and appeals

20. As the Department is a public provider, the Victorian Ombudsman deals with complaints and external appeals relating to the ISP. Parents, international students and education agents can make a complaint to the Victorian Ombudsman at any time through their website: <https://www.ombudsman.vic.gov.au>.
21. Please note, the Victorian Ombudsman may ask the complainant or appellant to first access the ISP complaints and appeals process before dealing with the matter. In most cases, the purpose of the external appeals process is to consider whether the Department has followed its policies and procedures, rather than to make a decision in place of the Department.
22. A student's enrolment will be maintained during an external appeal process, except in the case of an expulsion due to non-payment of fees.

## Child Safe Standards

1. The Department and all Victorian government schools are committed to the safety and wellbeing of all children and young people. We demonstrate this commitment by providing information, support and processes to our students, staff and homestay families to provide for students' safety and wellbeing, and to help create child safe environments appropriate for their diverse backgrounds.
2. For information about Child Safe Standards visit: <https://www2.education.vic.gov.au/pal/child-safe-standards/policy>.
3. For Information on the Reportable Conduct Scheme visit: <https://ccyp.vic.gov.au/reportable-conduct-scheme/>.

## Privacy

1. We collect personal and health information about You and the student necessary for the purpose of the Department (which includes all Victorian government schools) and other contracted organisations to perform their obligations to You under this Agreement, including to:
  - a) assess and process any application to vary an enrolment including applications to withdraw, defer, suspend or change enrolment
  - b) notify DHA and other relevant departments that an applicant has been accepted as an international student
  - c) allocate staff and resources to ensure the student's educational and welfare needs are met
  - d) ensure compliance with the conditions of the student's visas and the student's obligations under Australian immigration laws generally
  - e) supervise and manage the student's enrolment in a Victorian government school
  - f) prevent or lessen a serious threat to life, health, safety or welfare of the student.
2. Personal information about the student may be collected from or shared with other government departments, government authorities such as the Victorian Curriculum and Assessment Authority, and contracted organisations involved in the administration of the ISP.
3. Homestay providers may be advised if the student's enrolment is deferred, suspended, or cancelled; or the student is suspended or expelled from school.
4. If requested to arrange transit or accommodation for the student, or where the Department deems it necessary to take action to support the student's welfare, the Department may disclose necessary personal or health information with third parties necessarily involved in or connected with providing transit or accommodation for the student or supporting the student's welfare.
5. We will only use or disclose personal and health information for the primary purpose for which it was collected, unless use and disclosure is:
  - a) for a related secondary purpose and You would reasonably expect the Department to use or disclose the information for that secondary purpose
  - b) with Your consent
  - c) necessary for research, or the compilation of statistics, in the public interest
  - d) reasonably necessary to carry out a law enforcement function, or
  - e) otherwise required, permitted or authorised by law, for example, We may share personal or health information to fulfil our duty of care to students, staff and visitors.
6. We may collect student personal information as part of ensuring that the student has appropriate OSHC. If We organise the student's OSHC with Medibank, You consent to the Department sharing the students' email address with Medibank, so that Medibank can assist students insured by them to understand all aspects of their health insurance policy.
7. For further information, please see the Department's Schools' Privacy Policy at: <https://www.education.vic.gov.au/Pages/schoolsprivacypolicy.aspx>.



## Variation to Written Agreement

### Agreed variations

1. We may agree with You to vary the Agreement to change the student's enrolment details or enrolment terms or conditions (Agreed Variation).
2. The Agreed Variation must be in writing and will take effect in accordance with the terms of the Agreed Variation.

### Variations by the Department

3. We may vary this Agreement by giving You advance notice, either published on the Department's website or by email, specifying the variations to the Agreement We intend to make under this section of the Agreement (Variations).
4. Variations We make under this section of the Agreement:
  - a) will commence on a date We specify in the notice but commence no earlier than 2 weeks after We publish the notice on the Department website or the date of the notice We send You by email
  - b) will only be Variations required by law, or as a result of significant changes to the Department's operations, policies or procedures for the ISP, or as a result of enhancements made by the Department to the ISP to improve the education and care of students, and
  - c) will affect all students who hold subclass 500 Student - Schools visas who attend Victorian government schools.
5. Other than the Variations We make under this section of the Agreement; all other terms and conditions of the Agreement remain unchanged and enforceable.
6. You will be taken to have accepted the Variations We make by notice to You if the student continues to attend the course after the Variation comes into operation.
7. If You do not accept the Variation made, You may withdraw the student from the course before the Variation comes into operation.
8. Fees will be refunded where required by law and in accordance with the Agreement and applicable [ISP Refund Policy](#).

## Parent or Legal Guardian Consent (and student if 18 years of age or older)

1. By signing this Agreement You:
  - a) acknowledge that You have read and understood the information, policies, and terms and conditions contained in the Letter of Offer and this Agreement and that You agree to be bound by them
  - b) declare that You have access to sufficient funds to pay the student's tuition fees in connection with the Agreement for the period of the student's enrolment and any future extensions You may seek to the student's enrolment
  - c) acknowledge that You understand that parent(s) and legal guardian(s) have a legal obligation to pay fees relating to the student's enrolment and education in a Victorian government school. You also acknowledge and understand that the failure to pay these fees by the due date on the invoice may result in a default administration fee being charged and could lead to the expulsion of the student from school for non-payment of fees and notification to DHA, which may impact the student's visa
  - d) authorise the Department to obtain the student's and parents' visa entitlement verification online with DHA at: <https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/overview>
  - e) agree to use the Department's preferred method of communication in relation to the student
  - f) give permission for the student to participate in any excursions or activities organised by the school in which the student is enrolled
  - g) acknowledge that the Department will take all reasonable steps to ensure the health and wellbeing of the student
  - h) give your consent for the student to be placed in emergency accommodation where the Department holds CAAW responsibility for the student and if the student suffers an acute mental health or other general health episode and poses a danger to themselves or others, and
  - i) authorise the Department to medically repatriate the student if You are unable to travel to Australia and their support or care needs are beyond what the Department can reasonably provide. The Department will seek Your consent before any arrangements are made and discuss any costs You may incur.

We, < >'s parent(s), or legal guardian, accept the offer made by the Department for < > < > (Student ID < >), the student, to undertake the program as stated in this Agreement.

### SIGNATURES

**Father/Legal Guardian – < >**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

OR

**Mother/Legal Guardian – < >**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

AND

**Student if 18 years of age or older – < > < >**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Schedule 1: Refund Criteria

Full or partial refunds are granted when assessed as meeting the following circumstances, and with the provision of the relevant required documentary evidence.

Circumstance	Evidence Required	Pre-Commencement Refund Due	Post-Commencement Refund Due
Student has received a Confirmation of Enrolment (CoE) or Confirmation of Placement (CoP) but is refused a visa to enter Australia, or guardian is refused a visa if student is under 15 years old	Letter of visa refusal from the Department of Home Affairs (DHA)	Full refund of all fees paid less 5 per cent of the total fees received (excl. health cover) or \$500, whichever is the lesser amount ( <a href="#">as required</a> )	Not applicable
Student is studying under a Temporary Student ID while waiting for their visa to be granted under a different ID, and the visa is refused	Letter of visa refusal from the Department of Home Affairs (DHA)	Not applicable	Refund of all unused fees paid calculated from the end of the week of withdrawal less 5 per cent of the remaining fees received (excl. health cover) or \$500, whichever is the lesser amount ( <a href="#">as required</a> )
Student cancels any time after commencing and does not have an appropriate written agreement in place	Completed withdrawal form from the parent(s) / legal guardian(s)	Not applicable	Refund of all unused tuition fees paid <a href="#">calculated</a> from the end of the week of cancellation
Student receives a fee exempt visa	Visa grant letter from DHA, <b>AND</b> IED change of enrolment status letter	Full refund of tuition fees paid	Refund of unused tuition fees paid calculated from the end of the week the visa change was granted
Student has overpaid the amount they owe to the Department and the family does not owe any other outstanding fees to the ISP	None	Full refund of excess payment	Full refund of excess payment
<b>Student default circumstances</b>			
Student withdraws any time during the Semester after commencing	Completed withdrawal form from the parent(s) / legal guardian(s), <b>AND</b> , if an ESOS student: transferring to another Australian educational institution, a copy of CoE/offer letter from a CRICOS-registered provider that accepts appropriate accommodation and welfare responsibility for under 18 students, <b>OR</b> returning home, a copy of the flight ticket	Not applicable	No refund for current Term. Refund of any future Term's tuition fees paid less \$500 refund administration fee
Student withdraws between Semesters after commencing			Refund of any future Term's tuition fees paid less \$500 refund administration fee
Student withdraws application for any reason or fails to commence	IED letter/email confirming cancellation of enrolment	Full refund of tuition fees paid less \$500 refund administration fee	Not applicable
DHA cancels the student's visa for any reason, other than provider default	Letter of cancellation from DHA	Full refund of tuition fees paid less \$500 refund administration fee	No refund for current Term. Refund of any future Term's tuition fees paid less \$500 refund administration fee
IED cancels student's enrolment due to breaching the Department's Attendance or Course Progress Policies, or behaviour responsibilities outlined in the written agreement	Letter of cancellation from IED	Full refund of tuition fees paid less \$500 refund administration fee	No refund for current Term. Refund of any future Term's tuition fees paid less \$500 refund administration fee
<b>Provider default circumstances</b>			
The Department cancels the student's enrolment before the start of a course due to provider default and the student has not already cancelled their enrolment	Letter of cancellation from IED	Full refund of all fees paid	Not applicable
The Department is unable to continue to deliver the program once the student has commenced due to provider default and the student has not already withdrawn	Letter of cancellation from IED	Not applicable	Refund of all unused tuition fees paid <a href="#">calculated</a> from the end of the week of cancellation