

WRITTEN AGREEMENT

Temporary Students and Temporary Students on Bridging Visas

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 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
- **Bridging Visa** means a visa issued by DHA that allows a person to stay in the country lawfully once their original visa has expired and while they await the outcome of a new visa application
- **CoP** means Confirmation of Placement
- **The Department** means the Department of Education in Victoria
- **DHA** means the Australian Government Department of Home Affairs
- **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
- **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
- **Temporary students** means international students who are in Australia on a Visitor Visa that may allow them to study for up to three months
- **Temporary students on Bridging Visas** means international students who have entered Australia on a Visitor Visa and have been granted a Bridging Visa by DHA while they await the outcome of a subsequent visa application
- **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 or Your** means the parents, legal guardian or student who signs this Agreement as the context requires.

Enrolment Details

School Name and Year Level	Enrolment Dates	Enrolment Duration
School: < > Address: < > Year Level: < >	< > to < >	< > weeks

Conditions

1. This offer considers the student's visa provided to IED by the parent(s) or legal guardian at the time of enrolment. Please notify IED immediately if the student's visa changes by emailing: international@education.vic.gov.au if the student has not started at school or international.school.support@education.vic.gov.au if the student has started at school.
2. You must notify the student's school immediately if Your or the student's email, residential address, phone numbers or emergency contact details change to ensure that You receive important school information and tuition fee invoices.
3. Students are expected to comply with their school's [Attendance Policy](#), which requires students to attend school every school day, for the duration of their enrolment at a Victorian government school. All schools record student attendance daily. The school will contact the student's parents or legal guardian if there is an unexplained absence. Where non-attendance is covered by a medical certificate, the time is included in attendance figures. Refunds or credits are not provided for days absent from school due to local or overseas holidays or other reasons during the period of enrolment.

Conditions

- Temporary students on Bridging Visa enrolments are automatically extended and invoiced beyond the initial enrolment end date outlined above, as the vast majority of students study beyond the initial enrolment period. Please advise IED at international.school.support@education.vic.gov.au towards the end of the enrolment period if the student is not extending their stay in school.

Non-Tuition School Fees

Application fee	AUD < >	Compulsory / Non-refundable
Enrolment amendment fee	AUD < >	If applicable / Non-refundable
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
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.

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.

VET-related material fees

- Only applicable for Temporary Students on Bridging Visas as Temporary Students cannot participate in VET studies.** 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.

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

- Only applicable for Temporary Students on Bridging Visas as Temporary Students cannot sit exams.** 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.

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
Initial fees* due:	AUD < >	Offer due date: < >

* Initial fees are usually the cost for the first study period and may not represent the full period of enrolment.

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

General fee information

1. Fees are subject to change and are reviewed annually. Current fees are published online at www.study.vic.gov.au.
2. Apart from the invoice for the initial fees, 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.
3. 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.
4. 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.
5. If the initial 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.
6. Invoices are emailed and can only be sent to one email address. Please ensure that IED always has Your current email address for invoicing purposes. Please advise IED of any change in email address in writing to: isfinance@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 as soon as possible.
7. 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.
8. You are liable for Your bank's transaction fees. We are not liable for any foreign exchange variation incurred for fee payments.
9. 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.
10. 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 the 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.
11. We are not responsible for any monies paid by You to an agent or other third party.

Fee enquiries

12. Enquires about fees before the student has started studies should be directed to international@education.vic.gov.au. Enquires about fees after the student has started studies should be directed to isfinance@education.vic.gov.au.

Course Tuition Fees

Estimated course tuition fees for the total period of enrolment	AUD < >	< > weeks
<p>1. Please note the above figure is the calculated tuition fees payable for the entirety of the course, from < > to < >, for which You have applied to enrol the student. The above figure is based on < > fees. The final figure can vary, as tuition fees are reviewed on an annual basis and are subject to change.</p> <p>2. In < >, the tuition fees are as follows:</p> <ol style="list-style-type: none"> a) The tuition fees for primary school Years Preparatory–6 are AUD < > per annum (approximately AUD < > per semester¹) b) The tuition fees for secondary school Years 7–10 are AUD < > per annum (approximately AUD < > per semester¹) c) The tuition fees for secondary school Years 11–12 are AUD < > per annum (approximately AUD < > per semester¹) <p>¹ Semester 1 and Semester 2 tuition fees differ as there are a different number of weeks in each Semester</p> <p>3. Only applicable for Temporary Students on Bridging Visas as Temporary Students cannot participate in VET studies. Once a temporary 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 \$60 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.</p>		

Refunds

Refunds in the event of student default

1. A student default has occurred if a student:
 - a) does not commence their studies on the agreed start date
 - b) withdraws from their studies before the end date in this Written Agreement and has not completed their studies
 - c) fails to meet the conditions of their 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 course start date, a refund or credit will not be paid for any missed days.

How to apply for a refund

5. 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.
6. We will advise the outcome of any refund request in writing and specify how the refund was calculated.

7. Any refund due will be paid within 12 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.
8. Refunds are paid to parents, legal guardians or sponsors. Upon instruction from parents or legal guardians in their refund request, refunds can be paid to students if over 18 years of age.
9. Refunds are paid by telegraphic transfer or electronic bank transfer.
10. All refunds are paid in Australian dollars. We are not responsible for any foreign exchange losses.
11. 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.
12. Any fees for services You have paid to agents are not covered by the [ISP Refund Policy](#).

Refund progress enquiries

13. 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.

Challenging a refund decision

14. 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.

Changes to Enrolment

Changing enrolment start date (prior to commencement)

1. You can change the course start date by completing a [Change Request Form](#).
2. Deferrals cannot be approved retrospectively and can only be granted for a maximum period of 6 months.
3. Students must start on the agreed start date unless an application to defer has been approved by IED.

Changing enrolment (after commencement)

4. If You want to vary Your enrolment after commencing the course, please email international.school.support@education.vic.gov.au.
5. **Only applicable for Temporary Students on Bridging Visas:** the school may decide to enrol the student in an English Language Centre (ELC) if they deem that the student's English language proficiency is not at the required standard. This may require a temporary change in school location. You will be responsible for transporting the student to and from the ELC which may not be in Your local area. You will not be charged additional fees for the student to attend an ELC.

Automatic extension of enrolment

6. Temporary Students on Bridging Visa enrolments are automatically extended and invoiced beyond the initial enrolment end date outlined above, as the vast majority of students study beyond the initial enrolment period. Please advise IED by emailing international.school.support@education.vic.gov.au towards the end of the enrolment period if the student is not extending their stay in school.

Cancelling enrolment after commencement

7. If You wish to cancel the student's enrolment, please complete the [Withdrawal Form](#) available under *Brochures and Forms* at www.study.vic.gov.au and email it to international.school.support@education.vic.gov.au. Refer to the [Refund Criteria Table](#) at schedule 1 of this Agreement to see if You are eligible for a refund.
8. We may cancel a student's enrolment for: unacceptable behaviour; non-payment of fees; if the student is no longer attending school; or, if You or the student fail to meet any of Your or the student's responsibilities under this Agreement. We will provide You with written notice of our intention to expel the student, which will include information regarding appeal options and visa implications.
9. 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.

Temporary Suspensions

10. 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.
11. 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.

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 immediately if a parent or legal guardian 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 not leave the student unsupervised overnight or in the care of another person who has not been approved by DHA
4. You will disclose in full to IED any additional health or medical needs of the student prior to enrolment or once You become aware of these needs
5. You will collect the student as directed by the school in the event of a serious incident or event
6. You will pay in full all applicable fees related to the student
7. 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
8. You will ensure the student has a valid passport and visa
9. You will respond to any correspondence from the school and IED in a timely manner
10. You will ensure You are aware of Your Australian visa conditions and ensure that You comply with them at all times
11. You will notify IED immediately upon cancellation or change to the student's visa status
12. You will ensure the student has valid health insurance for the duration of their visa
13. 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
14. You acknowledge failure to meet these responsibilities may result in the student's enrolment being cancelled and could impact the student's visa.

Student behaviour

15. Students are expected to behave according to their school's policies, rules and Student Code of Conduct
16. Students must be aware of their Australian visa conditions and ensure that they comply with them at all times
17. Students must avoid participating in activities that endanger their safety, the safety of others, or are unlawful
18. 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 Department's guidelines and procedures for suspensions and expulsions with no refund payable for the student's current semester
19. Students agree that they will:
 - a) comply with their school's welfare and behaviour policies
 - b) comply with all visa conditions
 - c) not engage in any activity that may endanger their own safety or the safety of any other person, or that are unlawful.

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 an appeal.
4. The complaints and appeals process will commence within 10 working days of lodgement and all reasonable measures will be taken to finalise the 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 also 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 and should clearly outline 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 website. Appeal applications should be emailed to 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: 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 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. 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 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.
 4. 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's 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 relevant fee-liable 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 further 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 and/or Your visa
 - d) acknowledge that it may be a requirement of Your visa that Your child receives appropriate schooling while in Australia and agree to relevant information regarding the ability to make provisions for Your child's education to be shared with DHA, which may impact Your visa status
 - e) 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>
 - f) agree to use the Department's preferred method of communication in relation to the student, and
 - g) give permission for the student to participate in any excursions or activities organised by the school in which the student is enrolled.

We, < >'s parent(s), or legal guardian, accept the offer made by the Department(s) 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 (as required)	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 (as required)
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 calculated from the end of the week of cancellation
Student receives a fee exempt visa	Visa grant letter from DHA, AND 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
Student Default Circumstances			
Student withdraws any time during the Semester after commencing	Completed withdrawal form from the parent(s) / legal guardian(s), AND , 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, OR 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
Provider Default Circumstances			
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 calculated from the end of the week of cancellation