



Genazzano FCJ College

Written Agreement With Students Policy (including Refund Policy)

RATIONALE

This policy provides details of the formal agreement that is used to confirm the enrolment arrangements for Full Fee Paying Overseas Students at Genazzano FCJ College.

POLICY STATEMENT

This policy ensures the College provides all relevant admission requirements and details the written agreement the student receives. The written agreement will:

- identify the course in which the student is to be enrolled and any conditions on enrolment
- provide an itemised list of course money payable by the student
- provide information in relation to refunds of course money
- set out the circumstances in which personal information about the student may be shared between the College, the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager
- advise the student of her obligation to notify the College of a change of address while enrolled in the course.

ENABLING STRUCTURE

Written agreements between the College and families set out the services to be provided, fees payable and information in relation to refunds of course money.

The College must enter into a written agreement with the student, signed or otherwise accepted by that student (or the student's parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student. The agreement must:

- (a) identify the course or courses in which the student is to be enrolled and any conditions on her enrolment
- (b) provide an itemised list of course money payable by the student
- (c) provide information in relation to refunds of course money
- (d) set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition, and
- (e) advise the student of her obligation to notify the College of a change of address which enrolled in the course.

The enrolment agreement accords with Clause 3.1 of the National Code and incorporates the following information:

1. The College will enter into a written enrolment agreement with the family (or legal guardian). The agreement will:
 - a. identify the course or courses in which the student is to be enrolled and any conditions on her enrolment
 - b. Provide an itemised list of course money payable by the family
 - c. Provide information in relation to refunds of course money
 - d. Set out the circumstances in which personal information about the student may be shared between the College and the Australian Government and designated authorities. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition, and
 - e. Advise the family of their obligation to notify the College of a change of address while enrolled in the course.
2. The College will include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and provider default:
 - a. amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the College)
 - b. processes for claiming a refund
 - c. a plain English explanation of what happens in the event of a course not being delivered, and
 - d. a statement that “This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.
3. The Written Agreement is attached as Appendix B

REPORTING AND REVIEW

The Director of International Student Programs is responsible for the Written Agreement with Students Policy and will review this policy every 3 years or when legislative changes apply.

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Written Agreement With Students Policy

Appendix B: Full Fee Paying Overseas Students - Enrolment Agreement

1. Student details

Family name	Date of birth
Given names	Preferred name
Home address	
Home phone	Email
Language(s) spoken at home	County of birth
Is the child of Aboriginal or Torres Strait Islander descent?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Religion	
Parish name / location	
Date of Baptism	Parish
Date of Reconciliation	Parish
Date of First Communion	Parish
Date of Confirmation	Parish
Requested Year Level of entry	Term Year of entry
Current school	

2. Parent(s)/legal guardian details:

FATHER

Surname	Title
Given names	
Street name	
	Postcode
Postal address	
	Postcode
Telephone (h)	
(b)	
Fax (h)	
(b)	
Mobile	
Email	
Occupation	
Employer	

MOTHER

Surname	Title
Given names	
Street name	
	Postcode
Postal address	
	Postcode
Telephone (h)	
(b)	
Fax (h)	
(b)	
Mobile	
Email	
Occupation	
Employer	

3. Course enrolment

Course Type and Entry Level

Early Middle Years		Middle Later Years		Senior (VCE) Years	
Year 7	Year 8	Year 9	Year 10	Year 11	Year 12

Course Start and End Date

Course start date: _____

Course end date: _____

4. Conditions on enrolment/preliminary requirements

- Depending on the student's English language ability, the student may be required to successfully complete an ELICOS course. [The family is required to provide evidence of the student's English language ability e.g. English language test scores during the application process.]
- As a condition of enrolment, the student agrees to abide by all College policies for the duration of their enrolment.

5. Course fees and other charges (course monies)]

- Tuition Fees: A\$..... per semester *
- Overseas Student Health Cover (OSHC): A\$..... per semester *
- Boarding or home stay fees (where applicable): A\$..... per semester *

* *(Fee determined on an annual basis and publicised on College website)*

6. Payment of Course Fees and Refunds

- Fees are payable 6 months in advance.
- All fees must be paid in Australian dollars.
- If the student changes visa status (e.g. becomes a temporary or permanent resident) she will continue to pay full overseas student's fees for the duration of that calendar year.
- Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing.
- Refunds will be paid to the family or the person specified in the written agreement.

7. Refund of course monies

- Genazzano FCJ College College's refund policy applies to all course monies paid to the College.
- All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Director of International Student Programs.

- The College will refund within 28 days all course monies paid where the student's application for enrolment is refused by the College or the student produces evidence that the application made by the student for a student visa has been rejected by the Australian immigration authorities.
- Refunds for student default apply to tuition fees only. Fees (Tuition and Boarding) will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made and a minimum of one Term's notice has been provided.
- If the family does not provide written notice of withdrawal and does not start the course on the agreed starting date, only one term's (or ten weeks) tuition fees will be refunded from the annual tuition fee.
- The College will refund within 28 days of the receipt of written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and detailed below.
 - If written notice is received up to 4 weeks prior to commencement of the course, the College will be entitled to retain an administration fee of \$250 AUD
 - If written notice is received less than 4 weeks prior to commencement of the course 70% of the tuition fee will be refunded.
- No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons;
 - Failure to maintain satisfactory course progress (visa condition 8202)
 - Failure to maintain satisfactory attendance (visa condition 8202)
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532)
 - Failure to pay course fees
 - Any behaviour identified as resulting in enrolment cancellation in accordance with Genazzano FCJ College's Behaviour Policy/Code of Conduct. (see Policy provided)
- In the unlikely event that Genazzano FCJ College is unable to deliver your course in full, you will be offered a full refund of all course money (including pro rata boarding fees if applicable) you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.
- This agreement, and the availability of complaints and appeals processes, does not remove the right of the family to take action under Australia's consumer protection laws.

8. Welfare and accommodation requirements for students under the age of 18 years

Where students are under the age of 18, the College is required to maintain adequate welfare and accommodation requirements as a condition of their student visa.

Where a student under the age of 18 is not in the care of a parent or suitable relative, as defined by the Department of Immigration and Citizenship, their accommodation arrangements must be approved by the College.

Will the student be in the care of a parent or suitable relative?

Yes No

If no, will the student be accommodated in the College Boarding House?

Yes No

If no, an approved Homestay is the only alternative arrangement

Homestay

Dates for approval of welfare and accommodation arrangements:

From: _____ To: _____

[For more information refer to Younger Students Policy]

9. Change of Address

The student is obliged to notify the College of any change of address while enrolled at the College. This is to ensure that any notifications sent to the student advising of visa breaches are sent to the student's current address.

Where Genazzano FCJ College has approved the student's welfare and accommodation arrangements, the student requires both the College's and the parent's approval for any changes to welfare and accommodation arrangements.

10. Privacy

Information is collected on this form and during your enrolment in order to meet the College's obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally.

The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

For more information on privacy, please refer to Genazzano FCJ College Privacy Policy available from the College Website.

11. Declaration

The student and parent(s)/legal guardian (if student is under 18 years of age) must read and sign this written agreement.

- I/we confirm I/we have received and understood information from the College regarding the following:
 - the course in which the student is to be enrolled
 - conditions on enrolment in the course
 - all course and course-related fees
 - Genazzano FCJ College's Refund Policy
 - the sharing of personal information
 - change of address obligations
 - grounds on which the enrolment may be deferred, suspended or cancelled
- I/we hereby declare that the information supplied by us is true and correct
- I/we agree to pay all fees owing and by the due date
- I/we have read, understood and agree to be bound by the above conditions of enrolment

Signed (student)	Date
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Signed (parent(s)/legal guardian)	Date
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Signed (parent(s)/legal guardian)	Date

