



Balcombe Grammar School has formal policies covering the rights and responsibilities of international students. Our policies comply with the relevant Australian Government legislation regarding the provision of education to international students. Balcombe Grammar School programs meet the requirements which have been registered on CRICOS for delivery in Australia to overseas students.

All students are expected to familiarise themselves with the school policies. If you need further information about these policies or require advice, contact the Deputy Principal.

ACCOMMODATION AND WELFARE POLICY

International students must have acceptable arrangements for their accommodation, support and general welfare for the duration of their student visa or until the student turns 18 (whichever happens first).

Primary and secondary students under 13 years of age must reside with and be cared for by either a parent/legal custodian or Department of Home Affairs (DHA) approved relative. It is therefore the responsibility of the student's family or nominated agent to provide documentation to the DHA for the issue of a specific student guardian visa in accordance with DHA guidelines.

Students over 13 years of age have three options. They may either:

1. live in Australia with their parent/legal custodian; or
2. live in Australia with a DHA approved relative; or
3. parents can request Balcombe Grammar School to arrange accommodation, support and general welfare.

Option 1

If the student's parent/legal custodian is providing welfare for the student during the student's stay in Australia this should be indicated on the school application form and the visa application form. A parent/legal custodian who will be the student's guardian may apply for a Student Guardian Visa and stay in Australia as the student's primary carer.

In this instance the school does not issue a Confirmation of Appropriate Accommodation and Welfare (CAAW) letter and is not responsible for approving the student's accommodation, support and welfare arrangements for the duration of the student's visa or until the student turns 18 years of age (whichever happens first).

Option 2

If a relative living nearby is providing the welfare and accommodation for the student during their stay in Australia, the student's parents and/or legal custodians will need to give their permission for this arrangement and the relative must be nominated on the school application form and the visa application form and be one of the following: brother or sister, stepbrother or stepsister, step-parent, grandparent, step-grandparent, aunt or uncle, step-aunt or step-uncle, niece or nephew, step-niece or step-nephew; and also be aged over 21 years of age, be eligible to remain in Australia until the student's visa expires or the student turns 18 (whichever happens first) and be of good character.

In this instance the school does not issue a CAAW letter and is not responsible for approving the student's accommodation, support and welfare arrangements for the duration of the student's visa or until the student turns 18 years of age (whichever happens first).

Option 3

The parents request the school approve welfare and accommodation arrangements for the student. If the school is responsible for approving the student's welfare and accommodation arrangements, the school issues a CAAW letter which gives an undertaking that the student will be provided with appropriate accommodation, support and welfare arrangements for the duration of the student's visa or until the student turns 18 years of age (whichever happens first).

Students issued with a CAAW will have the period of welfare provision specified on the CAAW. This period will allow for seven days prior to the student's course commencement and up to seven days after the course completion or cessation, or until the student turns 18 years of age (whichever happens first).

Changing welfare/accommodation arrangements without the prior approval of the Deputy Principal may result in a student's visa being cancelled. The welfare of students under the age of 18, who have been issued a CAAW, is the responsibility of the Principal (or delegate) of Balcombe Grammar School. Balcombe Grammar School may require students over the age of 18 to remain in their approved accommodation for the duration of their study as a condition of their enrolment at the school.

Balcombe Grammar School takes no responsibility for any additional counselling or support arrangements parents enter into with private agencies or persons. Persons appointed for additional arrangements will not be able to access information directly from Balcombe Grammar School.

ADMISSIONS POLICY

Balcombe Grammar School has an admissions process as outlined within the prospectus and application form. This includes information about the requirement for a minimum standard of English and other academic results, as well as the assessment process for English language proficiency. Information and a written agreement, will be provided to all students, parents and agents prior to enrolment and will be confirmed via a follow up telephone call. Students will not be accepted into the course until the student (or parent/legal guardian for students under 18 years) have signed and accepted the agreement. Balcombe Grammar School does not grant course credit.

It is a requirement of the student visa that the student has health insurance while in Australia. On request, Balcombe Grammar School can arrange Overseas Student Health Cover (OSHC).

Grounds for deferment, suspension or cancellation of an enrolment are outlined in the Enrolment and Monitoring policy.

COMPLAINTS AND APPEALS POLICY

Balcombe Grammar School is committed to having mechanisms to deal with complaints/appeals impartially, promptly and confidentially, including:

- responding to any complaint or appeal the overseas student makes regarding his or her dealings with the registered provider, the registered provider's education agents or any related party the registered provider has an arrangement with to deliver the overseas student's course or related services
- conducting the assessment of the complaint or appeal in a professional, fair and transparent manner
- keeping a written record of the complaint or appeal, including a statement of the outcome and reasons for the outcome.

If during their course of study a student wishes to lodge a complaint or appeal they can first do so by discussing the issue with either the International Student Co-ordinator or the Head of Sub-School. Alternatively, if the student wishes to discuss the matter with another staff member, they may do so. However, information will need to be later conveyed to the Deputy Principal. If the matter cannot be resolved immediately the International Student Co-ordinator will help the student complete a written Complaints and Appeals Form. The Complaints and Appeals Form will provide as much detail as possible. If the complaint is to do with the International Student Co-ordinator the student may discuss the complaint with the Head of Sub-School who will complete the form if the issue cannot be resolved immediately.

The formal investigation will be handled by the Leadership Team and will commence within 10 working days of receipt of the complaint/appeal. There is no cost associated with lodging a complaint/appeal with Balcombe Grammar School. A student may be assisted or accompanied by a support person at any stage of this process.

Balcombe Grammar School will maintain a student's enrolment and accommodation/welfare arrangement while the internal complaints process is ongoing unless extenuating circumstances relating to the welfare of the student apply.

Students will be provided with a written statement of the outcome within 10 working days of concluding the internal review, including details and reasons for the decision.

Complainants have the right of appeal and will be directed to the Overseas Student Ombudsman (www.ombudsman.gov.au) if the internal complaints process has been completed and the student remains dissatisfied. There is no cost to access this service.

If the outcome of a complaint/appeal, either external or internal, is favourable to the student, Balcombe Grammar School will immediately advise the student of this and implement any decision and/or corrective and preventative action required.

The School will try to resolve all complaints/appeals as quickly as possible. However, the timeframe for resolution of a complaint or appeal will depend on the complexity, nature and scope of the complaint/appeal.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

HOMESTAY POLICY

Homestay Accommodation is provided by a host family. This can be arranged by Balcombe Grammar School. However, Balcombe Grammar School is not a provider of homestay.

All of the Homestay families selected are located within a close distance to Balcombe Grammar School and/or with access to convenient transport. All Homestay hosts are Australian citizens.

Where parents opt for Balcombe Grammar School to arrange accommodation, the school is responsible for provision of accommodation, support and general welfare to the student. These arrangements shall be in place for the period that the student will be under 18 while in Australia.

This policy has been developed to meet the requirements of the National Code 2018 and student visa (Condition 8532), which require that appropriate arrangements have been made for the accommodation, welfare and support of students under 18 years of age.

- The School will organise homestay accommodation of high quality and which provides a safe, comfortable and caring environment.
- The homestay accommodation will be provided by a host which may be a family, couple or single person and need not be of Anglo-Saxon descent.
- Working with Children checks will be organised for all adults (over 18) prior to the student moving in.
- The maximum number of students per homestay is three, regardless of provider.
- A weekly fee will be charged. This covers expenses associated with the provision of the following services:
 - o Single bedroom for the student's exclusive use
 - o Three meals per day, seven days per week (cooked evening meal)
 - o Facilities including a bed, wardrobe, towels and linen
 - o Gas, electricity, heating and water costs
 - o Cleaning services of common living areas
 - o Use of living areas within residence
 - o Study facilities, including a desk, study light and bookcase
- Telephone and internet expenses will be the student's responsibility.
- If a homestay provider wishes to terminate the homestay agreement, at least two weeks' notice is given to the student and School.
- Where a student moves out of a homestay at least two weeks' notice must be given to the homestay provider and School. Giving less than two weeks' notice may result in the bond being forfeited.
- Where required, refunds will be issued in accordance with our Refund Policy.
- Students will be asked to sign a Homestay Agreement on commencement of their enrolment. This will outline the house rules and requirements as well as homestay costs and methods of payment.
- Students must have written permission from their parents and must provide relevant contact details if they wish to stay away from their homestay overnight.
- Students and/or parents are required to reimburse homestay providers for any damage to property caused by student, or costs incurred by student during the time of residence.
- Complaints that cannot be resolved by either the homestay provider or the student should be referred in writing to the School.
- The School will monitor progress of homestay arrangements, including twice yearly visits.
- Students may not change the homestay arrangements without consultation with the School.
- Students over the age of 18 may be given permission to move out of the approved accommodation providing written parental consent is received.

REFUND POLICY

This policy outlines refunds applicable to course fees paid to the school.

Any service fees a student (or parent/s/legal guardian if the student is under 18) pays directly to a third party are not within the scope of this refund policy.

The enrolment application fee is non-refundable.

Payment of Course Fees and Refunds

- Fees are payable according to the School's current fee schedule as shown on the International Student Invoice.
- An itemised list of school fees is provided in the school's written agreement (as per National Code 2018).
- All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
- Refunds will be paid to the person who enters into the written agreement.

All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Deputy Principal.

Student Default because of Visa Refusal

- If a student's visa application is refused by the Department of Home Affairs (DHA) and the student cannot undertake the course, the school will refund within four weeks any unspent pre-paid fees where the student produces evidence that the application made by the student for a student visa had been refused by the Australian immigration authorities.

Student Default

- Any amount owing under this section will be paid within four weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18).
- Non-tuition fees 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.
- If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, a maximum of ten weeks tuition fees will be refunded from prepaid tuition fees.
- If up to two semester's tuition fees have been prepaid, and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will refund the amount of prepaid fees less the following amounts:
 - An administration fee of \$500 (AUD) and non-refundable fees (application fee, homestay placement fee and airport pickup fee) if written notice is received up to four weeks prior to commencement of the course.
 - 50% of the tuition fee and non-refundable fees (application fee, homestay placement fee and airport pickup fee) if written notice is received less than four weeks prior to commencement of the course.
 - 100% of any unspent pre-paid tuition fees, up to a maximum of one term's fees, if written notice is received within six months following the commencement date of the student's course.
- No amount will be refunded if written notice is received more than six months following the commencement date of the student's course.
- If more than two semester's tuition fees have been prepaid in one amount, a refund 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 will apply for tuition fees paid for the first two semesters, and any remaining unspent tuition fees after this will be refunded.
- No refund for 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). Please see Enrolment and Monitoring Policy.
- Failure to maintain satisfactory attendance (visa condition 8202). Please see Student Attendance Policy.
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Accommodation and Welfare Policy.
- Failure to pay course fees.
- Any behaviour identified as resulting in enrolment cancellation. Please see Student Behaviour Policy.

Provider Default

- If for any reason the school is unable to offer a course on an agreed starting day for the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unspent pre-paid tuition fees* paid to the school will be made within 14 days of the agreed course starting day.
- If for any reason the school is unable to continue offering a course after the student commences a course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unspent pre-paid tuition fees* paid to the school will be made within 14 days of the school's default day.
- In the event that the school is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive advice to seek assistance from the Australian government's Tuition Protection Service (TPS). For further information on the TPS, please see www.tps.gov.au

Change of Visa Status

- If the student changes visa status (eg. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the duration of the year.

This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

*Unspent pre-paid tuition fees - in the case of the school not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to the 'Education Services for Overseas Students (Calculation of unspent pre-paid fees - provider default) Determination 2012 (No. 1) - F2012L01351. For further details see www.legislation.gov.au

STUDENT ASSESSMENT AND REPORTING POLICY

In accordance with our School Policy, assessment and reporting guidelines are as follows:

- Assessment is to be continuous, free of bias and standards based. The standards must be in accordance with Government regulations, eg AusVELS, VCE, VCAA and relevant sections of the Australian Curriculum.
- Assessment is to be in accordance with course objectives. Students will be informed in advance about what is to be assessed, and how, and when, it will be assessed.
- Assessment will use a variety of assessment methods which gives all students the opportunity to succeed.
- Assessment will assist and encourage students to reach their full potential.
- The assessment will recognise and affirm individual achievement and progressively build upon that achievement. Formative assessment is essential to providing both immediate and effective feedback to students on areas that can still be improved with the unit being taught. Summative assessment provides effective feedback on achievement for each task/unit.

STUDENT ATTENDANCE POLICY

Overseas students must attend all scheduled course contact hours. Students must attend a minimum 80 per cent of scheduled course contact hours as a condition of their student visa. Attendance is taken daily by the school and compliance with visa conditions is monitored regularly by the International Student Co-ordinator. Absences covered by a medical certificate do not contribute to the overall attendance percentage but may be taken into account when determining whether to report a student to the Department of Home Affairs (DHA) for non-compliance.

STUDENT BEHAVIOUR POLICY

Students are required to abide by the Balcombe Grammar School code of conduct including the welfare and accommodation policy. Students must comply with all visa conditions and must not engage in any activity that may endanger their own safety or the safety of others or that could lead to police charges. Engagement in any such activity is a ground for suspension or cancellation of enrolment. Balcombe Grammar School may suspend or cancel a student's enrolment for misbehaviour. Misbehaviour includes repeated breaches of the school's code of conduct or repeated disregard of school and/or homestay rules or expected standards of behaviour.

Students will be advised before they are reported to the Department of Home Affairs (DHA) and given 20 working days to appeal the decision. Compelling and compassionate circumstances will be taken into account before reporting a student.

STUDENT DEFERRAL POLICY

Balcombe Grammar School can defer the enrolment of a student on the grounds of compassionate or compelling circumstances beyond the control of the student and which have an impact on the student's capacity and/or ability to progress through a course. These could include serious illness, injury or trauma, bereavement of close family members, major political upheaval or natural disaster in the home country.

Evidence of compassionate and compelling circumstances will be required. Deferral of studies is for a maximum of six months and cannot be issued retrospectively.

STUDENT ENROLMENT AND MONITORING POLICY

Students are required to demonstrate satisfactory course progress during the period of their enrolment as required by the Department of Home Affairs (DHA). Satisfactory performance is assessed by the school on a term-by-term basis and is consistent with the requirements for domestic students as determined by the Victorian Curriculum and Assessment Authority.

Students must satisfactorily complete all subjects/units necessary to progress to the next year level or to complete satisfactorily their course of study within their agreed study period as per their Confirmation of Enrolment (CoE). Students must complete the course within the expected duration as specified on the student's CoE. Where compassionate or compelling circumstances exist, or a school has implemented its intervention strategies, or study deferment has been approved, an extension may be granted.



STUDENT TRANSFER POLICY

Requests to transfer to another provider post payment within six months of course commencement will only be considered in exceptional, compassionate and compelling circumstances and on a case-by-case basis.

A letter of release will only be granted where the student has provided a letter from the other registered provider confirming that a valid enrolment offer has been made. If the student is under 18 years of age, the parent or legal guardian must provide written support for the transfer. If the student is under 18 years of age and is not cared for in Australia by a parent or suitable nominated relative, the valid enrolment offer must confirm that the provider accepts responsibility for approving the student's accommodation, support and general welfare arrangements, as per the National Code 2018.

Students may apply to transfer to another registered provider after six months (two terms) of enrolment. A transfer will only be granted where the student has provided a letter from the other registered provider confirming that a valid enrolment offer has been made. If the student is under 18 years of age, the parent or legal guardian must provide written support for the transfer. If the student is under 18 years of age and is not cared for in Australia by a parent or suitable nominated relative, the valid enrolment offer must confirm that the provider accepts responsibility for approving the student's accommodation, support and general welfare arrangements, as per the National Code 2018.

A transfer/letter of release will not be granted where tuition or other fees are in arrears or the student has been or is likely to be reported for breach of visa conditions. Transfer applications will be processed within ten working days from the receipt of a complete application and application fee. If the request to transfer is refused, students will be given 20 working days to appeal the decision. There is no cost associated with the Student Transfer process.

TRAVEL POLICY

This policy applies to students who have been issued a Confirmation of Appropriate Accommodation Welfare (CAAW) letter. The policy does not apply to students residing with a parent or a Department of Home Affairs (DHA) approved relative.

Any trip taken within Victoria or interstate must be done so with the written approval of the student's parent and be endorsed by the school. In the case where a student is living in a homestay, the homestay provider should be advised of the arrangements and be provided with details of the student's travel plan.

Students will be able to travel, subject to the above approvals, in the following circumstances:

1. The student is travelling with his or her homestay family on a holiday.
2. The student is travelling on a school camp or excursion supervised by school staff.
3. The student is travelling with a person (s) approved by the student's school holding a Working with Children check.
4. The student is travelling on a commercial interstate package tour which is provided by a registered company, is specifically designed for students and includes appropriate supervision or chaperone arrangements, and involves no independent travel, i.e. pick up and drop off is at the homestay, the school or an assembly point designated by the school.
5. The student is travelling in the company of a direct family member over 18 years of age (parent, sibling, aunt/uncle, etc) who will accept responsibility for the student during the travel.
6. The student is travelling to a sporting or club event as part of a local team or group and will be under the care and supervision of the club or association during the trip. In these circumstances it is expected that students will be supervised at all times by adults who hold the required Working with Children checks.

Suitable arrangements regarding the student's holiday plans should be made prior to the student's departure. Dates of departure and return are at the discretion of Balcombe Grammar School who will take into consideration the attendance requirements mandated under the student's visa conditions (i.e. the student must be able to maintain attendance of 80% or more).