



A Co-educational Christian Day and Boarding School

CRICOS Provider Code: 03704K

## WRITTEN AGREEMENT

**1. CONTACT DETAILS** (Please check all contact details are correct.)

**a. Student contact details**

Student name:	
DOB:	
Nationality:	
Passport No and Expiry Date:	
Visa No: <i>(If known)</i>	
Address:	
Phone No:	
Mobile No:	
Email address:	
Current Year Level of Schooling:	

**b. Parent(s)/legal guardian contact details:**

Parent/Legal Guardian Name (s):	Mother (M):
	Father (F):
Address:	M:
	F:
Phone no:	M:
	F:
Mobile No	M:
	F:
Email address:	M:
	F:

- a. **Emergency contact details** (another person(s) St Paul's College can contact in **Australia**, in an emergency who can speak English if parents cannot be contacted or do not speak English)

Emergency Contact Name (s) & Relationship to student	Name:
	Relationship:
Address:	Name:
	Relationship:
Phone no:	
Mobile No	
Email address:	

- b. **Emergency contact details** (another person(s) St Paul's College can contact in **your home country**, in an emergency who can speak English if parents cannot be contacted or do not speak English)

Emergency Contact Name (s) & Relationship to student	Name:
	Relationship:
Address:	Name:
	Relationship:
Phone no:	
Mobile No	
Email address:	

## 2. Current Contact Details and Change of Contact Details

- a) The student (and, if the student is under 18 years of age, the student's parent(s) / legal guardian(s) and any adult responsible for the student's welfare) is required to notify the school of contact details, including
- i) current residential address
  - ii) mobile number (if any)
  - iii) email address (if any),
  - iv) who to contact in any emergency, and
  - v) if there are any changes to those details, within 7 days of the change.

This is a requirement under the 2018 National Code of Practice for Providers of Education and Training to Overseas Students. It is also a requirement under the student's visa conditions to ensure that any notifications sent to the student by the Department of Home Affairs advising of visa breaches are sent to the student's current address.

- b) The school is required by law to request confirmation of current address and contact details in writing for each student (and parent or legal guardian if a student is under 18 years of age) and emergency contact at least every six months.

**3. Preferred method of contact for confirming contact details in writing every six months, as required by law:**

Email  SMS

**4. Course enrolment details** *[provide for each course covered by this written agreement]*

Course name as registered on PRISMS Secondary Junior Boys & Girls Years 7-10

Course CRICOS Code 097680B

**Course location** St Paul's College  
Klemke Avenue  
Walla Walla NSW 2659

**Entry Year Level** Year X

**Course start date**

**Course end date**

Course name as registered on PRISMS Secondary Senior Boys & Girls Year 11 to 12

Course CRICOS Code 097681A

**Course location** St Paul's College  
Klemke Avenue  
Walla Walla NSW 2659

**Entry Year Level** Year X

**Course start date**

**Course end date**

**5. Mode of Study**

Students are required to attend St Paul's College's course(s) face-to-face in school facilities on campus. Depending on course components, a student's course may also include:

- Online learning in class time or after school hours
- Approved excursions or field trips
- Approved work experience program
- Outdoor education activities
- Approved studies that contribute to a student's enrolled course but are delivered by another approved provider

**6. Conditions on enrolment/preliminary requirements**

- a. St Paul's College's English language proficiency requirement for entry to mainstream Years 7-10 is IELTS 5.0 or ASLPR Band 3, and IELTS 5.5 or ASLPR Band 4 for entry to Year 11 and year 12.
- b. As a condition of enrolment, the student (and, if the student is under 18 years of age, the student's parent(s) / legal guardian(s), agrees to keep a copy of this written agreement and statements of any tuition fees or non-tuition fees paid to St Paul's College.

- c. As a condition of enrolment, the student authorises St Paul's College to log into the Department of Home Affairs website to check visa entitlements electronically via VEVO for the duration of enrolment on: <http://www.border.gov.au/Busi/Visa>.
- d. As a condition of enrolment, the student / parent / legal guardian agrees to disclose any essential information relating to additional support or care the student might require because of an existing medical condition, including the need for prescribed medication; or disability, including learning disorder, or other need for specialised support. Failure to do this may result in cancellation of enrolment.
- e. As a condition of enrolment, the student / parent / legal guardian agrees that all students for whom the provider holds a Confirmation of Accommodation and Welfare (CAAW) must maintain approved arrangements for the entire duration of enrolment, irrespective of the age of the student.
- f. As a condition of enrolment, in the event of a significant or critical welfare issue involving the student, and if determined necessary by the school, a parent, legal guardian or approved relative agrees to travel to a designated location within three days to assume care of the student until the situation has been resolved to the school's satisfaction.
- g. As a condition of enrolment, the student agrees to abide by all school policies for the duration of enrolment. These policies can be found on the College website [www.stpaulscollege.nsw.edu.au](http://www.stpaulscollege.nsw.edu.au)  
Please note, St Paul's College's policies may change from time to time. St Paul's College will provide notice of significant changes to school policies.
- h. Failure to maintain St Paul's College's agreed conditions of enrolment may result in cancellation of the student's enrolment.

## 7. Tuition and non-tuition fees

The International Students Fee Schedule is on the College Website:  
[www.stpaulscollege.nsw.edu.au](http://www.stpaulscollege.nsw.edu.au)

## 8. Payment of Fees and Refunds

- a. Fees are payable as per Fee Schedule.
- b. All fees must be paid in Australian dollars.
- c. If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the duration of that calendar year.
- d. Any refund of tuition fees or non-tuition fees in the event of visa refusal or school default is prescribed by legislation (Education Services for Overseas Students (ESOS) Act 2000 and Regulations 2001). Refer to the Refund Policy available in point 9 of this document.
- e. Any refund of tuition fees or non-tuition fees for student default will be paid as per St Paul's College's Refund Policy, which is part of this agreement.
- f. Under s.27 of the Education Services for Overseas Students Act 2000, St Paul's College can only receive no more than 50% of the student's total tuition fees for a course before the student has begun the course, unless the course has a duration of 25 weeks or less, if the person responsible for paying the student's fees chooses to pay St Paul's College more than 50% of the total course tuition fees before the course start date.

## 9. Refund Policy

- 1. This policy outlines refunds applicable to course fees paid to the College
- 2. The application fee is non-refundable.
- 3. Payment of Course Fees and Refunds
  - a) Fees are payable in advance on the first day of each Semester and must be paid in full in Australian dollars as shown in the College Invoice
  - b) An itemised list of College Fees is provided in the College's written agreement as per NC Standard 3.3.4

- c) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
- d) Refunds will be paid to the person who enters into the written agreement unless the school receives written advice from the person who enters the written agreement to pay the refund to someone else.
- 4. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.
- 5. Notification of withdrawal after commencement of the course requires one term's notice in writing to the Principal. If a term's notice is not given, a term's fees will be charged in lieu of notice.
- 6. Student default because of visa refusal
  - a) If a student produces evidence of visa refusal (or provides permission for the College to verify visa refusal with the Department of Home Affairs) and fails to start a course on, or withdraws from the course on or before the agreed starting day, the College will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the College before the student's default day, minus the amount of the Application Fee.
  - b) If a student whose visa has been refused withdraws from the course after it has commenced, the College will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund of any unused tuition fees\* received by the College with respect to the student within the period of four weeks after the day of student default.

*\*Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).*

#### 7. Student default

- a) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18).
- b) 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.
- c) 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.
- d) If tuition fees for up to 2 semesters have been received in advance by the College and the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the College will:
  - i. Retain an administration fee of ie Application Fee (non-refundable) and Enrolment Fee (non-refundable) if written notice is received up to four weeks prior to commencement of the course.
  - ii. *Refund 70 %* of the tuition fees received if written notice is received less than four weeks prior to commencement of the course.
  - iii. *Refund 50 %* of any tuition fees received, up to a maximum of one term's fees, if written notice is received **before** one (1) semester of the payment period has passed.
  - iv. *No amount will be refunded* if written notice is received **after** one term of the payment period has passed.
- e) If tuition fees have been received, in one amount, for more than 2 semesters, refund provisions under (d) will apply for the first 2 semesters and any balance of unused tuition fees after this will be refunded.
- f) No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
  - i. Failure to maintain satisfactory course progress (visa condition 8202).

- Please see **Course Progress and Attendance Policy (see appendix)**
- ii. Failure to maintain satisfactory attendance (visa condition 8202).  
Please see **Course Progress and Attendance Policy (see appendix)**
  - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see **Welfare and Accommodation Policy (see appendix)**
  - iv. Failure to pay course fees.
  - v. Any behaviour identified as resulting in enrolment cancellation in St Paul's College's Student Discipline Policy and/or Code of Conduct. This would include smoking, drinking of alcohol and illicit drug use/possession. Please see **Deferral, Suspension and Cancellation Policy (see appendix)**
- g)** If St Paul's College cancels a student's enrolment for failure to maintain agreed conditions as outlined in the student's written agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, any refund of tuition fees will be at the discretion of the College.

#### 8. Provider default

Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2001 (as amended).

- a)** If for any reason the College 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 College, a full refund of any unused tuition fees\* received by the College with respect to the student will be made within 14 days of the agreed course starting day.
- b)** If for any reason the College 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 College, a full refund of any unused tuition fees\* received by the College with respect to the student will be made within 14 days of the College's default day
- c)** In the event that the College is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian government's Tuition Protection Service. For information on the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.

*\*Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of Education Services for Overseas Students (Calculation of Refund) Specification 2014). <http://www.comlaw.gov.au/Details/F2014L00907>.*

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

#### Definitions

- a. Non-tuition fees** – fees not directly related to provision of the student's course, including boarding fees, application fee, uniforms, OSHC, Boarder activity fees etc.
- b. Tuition fees** – fees directly related to the provision of the student's course, and received by the College before the student begins, including tuition, levies, camps, enrolment fee, building fund
- c. Course fees** – the sum of tuition fees and non-tuition fees received by the College in respect of the student in order for the student to undertake the course.
- d. One Semester** - two terms

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

**10. Welfare and accommodation requirements for students under the age of 18**

- a. Students under the age of 18 are required to maintain adequate welfare and accommodation requirements in the College accommodation as a condition of their student visa.
- b. Details of approved welfare and accommodation arrangements (including transfers e.g. where the receiving provider mandates that a student must remain off-shore over a vacation periods before commencement with the new provider):

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Insert details here...

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- c. Dates for approval of welfare and accommodation arrangements in the College residences

Start date:

Finish date:

(Please note: Students must not arrive in Australia unaccompanied before the approved start date. Students who are under 18 years of age before completing the enrolled course must not remain unaccompanied in Australia after the approved finish date without prior approval.)

*[For more information, see National Code Standard 5 – Younger students]*

**11. Privacy**

Personal information about you is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. This information is recorded in PRISMS and includes your name, date of birth, gender, address, email address, phone number, country of birth, nationality, passport number, and course details. 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 Providers of Education and Training to Overseas Students 2018. Information collected about you on this form and during your enrolment may be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service or state and territory agencies, in accordance with the Privacy Act 1988. In other instances, information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law. Further information about the Australian Government Department of Education and Training's privacy policy can be obtained at <http://education.gov.au/privacy>.

**12. Complaints and Appeals**

St Paul's College has an internal complaints handling and appeals process that is free and easily accessible. If a matter cannot be resolved informally, there is a process for a student to lodge a formal complaint or appeal. If an issue cannot be resolved through St Paul's College's formal processes, the student has the right to access an external complaints handling or appeals body.

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

#### External Appeals Process

- a) If the complaints procedure does not find in favour of the student or the student is dissatisfied with the result of the complaints procedure, he/she will be informed of the external complaints and appeals process available to them at minimal or no cost.
- b) If the student wishes to complain or to lodge an external appeal about a decision made or action taken by St Paul's College he/she may contact the Overseas Students Ombudsman at no cost. The Overseas Students Ombudsman offers a free and independent service for international students. Please see [www.oso.gov.au](http://www.oso.gov.au) or phone 1300 362 072 for more information.
- c) If the appeal is against a decision to report for unsatisfactory course progress or attendance the student's enrolment will be maintained until the external resolution process is complete and has supported the School's decision to report.
- d) If the appeal is against a decision to cancel a student's enrolment due to serious behaviour issues, the Principal may initiate an immediate cancellation enrolment on the grounds of extenuating circumstances. In this case the Principal will not await the outcome of an external resolution process and the change of enrolment status will be reported to Department of Home Affairs via PRISMS (see the School's International Student Deferment, Suspension and Cancellation of Enrolment Policy). The student may still access the external appeals process but this may be done from the student's home country.

### 13. Declaration

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

- I confirm that I am aware that *St Paul's College* has an internal and external complaints and appeals policy and process that I can access at any time and at no cost.
- I confirm that if I pay more than 50% of the total tuition fees for any course outlined in this written agreement, that I have chosen to do this.
- I confirm that I understand I am responsible for keeping a copy of this written agreement and copies of receipts for payment of tuition and non-tuition fees to *St Paul's College*.
- I confirm I have received and understood information from the school regarding the following:
  - the course(s) in which I am to be enrolled
  - conditions of enrolment in the course(s)
  - tuition and non-tuition fees
  - St Paul's College's policies as listed in 6.h, above.
  - the sharing of personal information
  - maintaining current contact details obligations
  - grounds on which my enrolment may be deferred, suspended or cancelled
  - permission to use VEVO to check visa entitlements during period of enrolment
- I hereby declare that the information supplied by me is true and correct.
- I agree to pay all fees owing and by the due date as per International Fee Schedule at <https://www.stpaulscollege.nsw.edu.au/enrolment/international-enrolments>
- I have read, understood and agree to be bound by the above conditions of enrolment



Signed (insert name of student)	Date
Signed (insert names of parent(s)/legal guardian)	Date
Signed (Ms Anita Morton, Principal)	Date