

## CONDITIONS OF ENTRY – BUSINESS NOTICES

The conditions of this application for enrolment are as follows:

1. The School will require any proposed student to attend an interview with a nominated agent of the School in the student's home country, or with a nominated person from the School if the proposed student presently lives in Australia.
2. Your application must be lodged with a non-refundable Application Fee of \$A175.
3. An Enrolment Fee of \$A3,000 is payable upon acceptance and is required to be paid in order to accept the offer of a place with the School. No refund of this fee is possible. Payment of this fee will secure the placement of the student in the School.
4. International students are required to lodge a Capital Deposit of \$A2,000 with the School. This deposit is refundable on written request when a student leaves the School, subject to all financial commitments having been settled and the required notice of withdrawal being given. If not claimed within 6 months of a student leaving, the deposit will be transferred to School funds as a deemed donation.
5. The initial fees, as outlined in the Letter of Offer, are payable on confirmation of enrolment. The School will not require more than 50% of the course tuition fees to be paid prior to course commencement, except for courses of 24 weeks or less duration where 100% of tuition fees are required.  
  
The School will refund within 28 days of the receipt of written notification of cancellation 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:
  - a) If written notice is received up to 28 days prior to the commencement of the course, the school will be entitled to retain an administration fee.
  - b) If written notice is received less than 28 days prior to the commencement of the course, 70% of the course fee will be refunded.
  - c) In the event of withdrawal of a student during the first year of attendance, no refund will be made. Under exceptional unforeseen circumstances, further fees may be refunded on application to and at the discretion of the Principal.
6. Once a student is enrolled at the School, at least three (3) calendar months' notice of withdrawal must be given in writing to the Principal. In default of such notice a full semester's fees will be charged.
7. All fees must be paid in Australian dollars. Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested. Refunds will be paid to the person who enters into the written agreement. Refunds will be processed within 28 days of receipt of written claim.
8. The School will refund within 28 days tuition fees paid where the student produces evidence that the application made by the student for a student visa has been rejected by the Australian immigration authorities.
  - a) If a visa application is rejected before the student commences the course:  
The amount of the refund is the fees paid by or on behalf of the student, minus the lesser of the following amounts that will be retained:
    - 5% of the amount of fees received (tuition fees, non-tuition fees);
    - \$500.
  - b) If a visa application is rejected after the student has commenced the course:  
The amount of the refund is any unused tuition fees paid by or on behalf of the student.
9. In the event that a Homestay and/or Guardianship placement has been made, a cancellation fee will apply, being the accommodation placement fee, plus the first two (2) weeks' homestay and/or guardianship fees.
10. Activity Fees, Facility Fee and other fees are non-refundable. OSHC, if paid by the school on behalf of the student, will be refunded on a prorata basis.
11. If the student changes visa status (eg. becomes a temporary or permanent resident) he/she will continue to pay full international student fees for the duration of that year.
12. The School Council has delegated to the Principal the right to terminate the attendance of any student whose lack of progress or whose conduct, attendance, punctuality or any other pattern of behaviour is, in the opinion of the Principal, an embarrassment to the School. No reason need be given for such termination.
13. Where a student's enrolment is cancelled for any of the following reasons, a cancellation fee of 100% of the current semester fee is applicable.
  - a) Failure to maintain satisfactory course progress (Visa condition 8202)
  - b) Failure to maintain satisfactory attendance (Visa condition 8202)
  - c) Failure to maintain approved welfare and accommodation arrangements (Visa condition 8532)
  - d) Failure to pay course fees
  - e) Any behaviour identified as resulting in enrolment cancellation in accordance with The Illawarra Grammar School's Whole School Discipline Policy.
14. All planned absences outside school holiday periods, must be notified in advance to the Principal by completing the Application for Extended Leave-Vacation/Travel form (available on OLLE). Absence from School during the whole or any part of a semester will not in itself be any foundation for a claim about remission of fees, in whole or part. Only under very exceptional circumstances will the School consider on its merit any special case that may be placed before the Principal.
15. Fees are billed at the commencement of each year. These fees must be paid to The Illawarra Grammar School prior to the commencement of the semester in accordance with the due date stated on the account. Interest will be charged on over-due accounts. The School is authorised to incur expenditure for such items as emergency medical and dental expenses and to make such purchase of books, stationery, clothing, medicine, etc. and to advance such costs from time to time as the School considers necessary.
16. Students must participate in the School's homestay program unless accommodation with a relative is approved by the Department of Immigration and Border Protection. Homestay families nominated by the student will be subject to approval under the School's Accommodation and Welfare Policy.
17. The Rules and Regulations of the School in force from time to time shall be duly observed by a student and his/her parents or guardians. This includes the wearing of the proper school uniform to and from school at all times.
18. In the event of injury or illness to the student necessitating urgent hospital and/or medical treatment including injections, blood transfusions, anaesthetics and the like, and if the parent or guardian is not readily available to authorise such treatment a responsible person of the School staff is hereby empowered to give the necessary authority for such treatment without the School or such person incurring any legal liability to the parent or guardian or student in so doing.
19. Any default by the School will be covered by the provisions of the ESOS Act 2000 and the ESOS regulations 2001 (as amended). These include:
  - a) If for any reason the School is unable to offer a course, a full refund of fees paid will be made within 14 days of notification of course cancellation.
  - b) If for any reason the School is unable to continue offering a course after commencement, a refund of the unused tuition fees paid by or on behalf of the student will be made within 14 days of notification of course cancellation.  
The student will be provided with a statement explaining how the refund has been calculated.
20. The registered provider's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies. 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.