

**Written Agreement**

1. **CONTACT DETAILS:** (Please check all contact details are Correct.)
2. Student Details:

|  |  |
| --- | --- |
| Student Name: |  |
|  |
| DOB: |  |
| Nationality: |  |
| Passport No and Expiry Date: |  |
| Visa No (if applicable) |  |
| Address: |  |
|  |
|  |
|  |
|  |
| Phone No: |  |
|  |
| Mobile No: |  |
|  |
| Email Address: | 1. |
| 2. |
| Current Year Level of Schooling |  |

1. Parent(s)/Legal Guardian Details:

|  |  |
| --- | --- |
| Parent/Legal Guardian Name: | 1. |
|  |
| 2. |
|  |
| Address: | 1. |
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|  |
| 2. |
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|  |
|  |
| Phone No: | 1. |
| 2. |
| Emergency Contact: | Name:  Phone Number:  Relation to Child: |

|  |  |
| --- | --- |
| Mobile No: | 1. |
| 2. |
| Fax No: | 1. |
| 2. |
| Email address: | 1. |
| 2. |

1. Agent Contact Details (if applicable):

|  |  |
| --- | --- |
| Agency Name: |  |
|  |
| Contact Person: |  |
|  |
| Address:  Mobile No: | 1. |
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|  |
| 2. |
|  |
|  |
|  |
|  |
| Phone No: | 1. |
|  | 2. |
| Mobile No: | 1. |
|  | 2. |
| Fax No: |  |
| Email Address: | 1. |
| 2. |

1. Other Contact Details *(eg Relative or other person who can speak English and who can be contacted if parents do not speak English): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
2. *If we are unable to make contact and we have concerns for the student welfare, we will undertake all necessary steps to locate the child, including contacting police and any other relevant Commonwealth, state or territory agencies as soon as practicable.*
3. **CHANGE OF ADDRESS AND CURRENT CONTACT DETAILS:**
4. The student is obliged to notify the school of any change of address while enrolled at the school. This is to ensure that any notifications sent to the student advising of visa breaches are sent to the student’s current address. Any changes in contact details need to be reported within 7 days of the change.
5. Where Victoria Park Christian School has approved the student’s welfare and accommodation arrangements, the student requires both the school’s and the parent’s approval for any changes to welfare and accommodation arrangements.
6. 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) at least every six months.
7. The school does not in any way guarantee a successful educational outcome for the student or intending student.
8. **PREFERRED METHOD OF CONTACT FOR CONFIRMING CONTACT DETAILS IN WRITING EVERY SIX MONTHS, AS REQUIRED BY LAW:**

|  |  |  |  |
| --- | --- | --- | --- |
| ☐ | Fax | ☐ | Email |
| ☐ |  | ☐ |  |

1. **COURSE ENROLMENT DETAILS:**
   1. CRICOS Course Code: **029040J**
   2. Course Type: **Primary Education Years P-6**
   3. Entry Level:
2. **COURSE START AND END DATE:**
   1. Course start date:
   2. Course end date:
3. **CONDITIONS ON ENROLMENT/PRELIMINARY REQUIREMENTS**
   1. As a condition of enrolment, the student authorises Victoria Park Christian School to check visa entitlements electronically via VEVO for the duration of enrolment on the [Department of Immigration and Border Protection](http://www.border.gov.au/vevo) website.
   2. As a condition of enrolment, the student agrees to abide by all school policies referred to below for the duration of their enrolment and to disclose any medical or health conditions that may affect studies or student welfare – documents can be located on the International Students page of our school website.

Homestay Policy

Complaints and Appeals Policy

Attendance Policy

Behaviour Policy/Code of Conduct

Student Transfer Request Assessment Policy

Deferment, Suspension and Cancellation Policy

Refund Policy

1. **COURSE FEES AND OTHER CHARGES (COURSE MONIES)**

Course Monies Payable: (*Please note that fees can change at any time.)*

|  |  |
| --- | --- |
| **Overseas Students (PP-Year 6) Tuition Fee**  1 student full fee  Application Fee | $17,000  $250 |
| **Overseas Kindergarten Students Tuition Fee**  3 days per week (Mon, Wed & Fri)  Application Fee | $7,100  $250 |
| **Additional Fees – non-Tuition Fees**  **Kindergarten**  Learning resources  **Pre-primary**  Learning resources | $340  $515 |
| **Years 1 – 5**  Learning resources | $415 |
| **Year 6**  Learning resources  End of year events  Year 6 camp | $415  $70  $350 |

* + Tuition fees + total non-tuition fees are calculated from the start date to the end date.
  + Uniform fees are charged separately.
  + Should you need to withdraw a student, a full term’s notice must be given or a Term’s Tuition Fee will be charged.

1. **PAYMENT OF COURSE FEES AND REFUNDS**

Tuition fees are set each year by Adventist Christian Schools, WA.

1. Fee accounts are forwarded to families at the beginning of each school year, along with a Fee Payment Options form and a Fee Payment Commitment Form.
2. Fees are due in accordance with the option that best suits you:

|  |  |  |
| --- | --- | --- |
| PAYMENT OPTIONS | | |
|  | Description | Amount |
| **A**  Annual | - prompt payment is made in full by the due date (payment made before the end of February) attracting a 5% discount on tuition fees | $17000.00 |
| **B**  Term | - payments are made four times per year and due at the beginning of each term. Payments made by the due dates attract a 2.5% discount on tuition fees | 4 x $4250 |
| **C**  Monthly | - 10 payments are made over each month from February to November. Payments are due on the 15th of each month | 10 x $1,700 |
| **D**  Fortnightly | - 20 payments are made each fortnight from February to November. Payments are due on the 14th and 28th of each month. | 20 x $850 |

1. All fees must be paid in Australian dollars.
2. Any refund of 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).
3. Any refund of tuition fees or non-tuition fees for the student default will be paid as per Victoria Park Christian School’s Refund Policy, which is part of this agreement.
4. Refunds will be reimbursed in Australian dollars and the payment sent to the applicant’s home country unless otherwise requested in writing.
5. Refunds will be paid to the student or the person specified in the Written Agreement.
6. **REFUND POLICY**

**Policy:**

Information on the [ESOS Framework](https://www.education.gov.au/qualifications-recognition-esos-framework-tuition-protection-service) (Education Services for Overseas Students), is important and should be read.

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.

1. Payment Course Fees and Refunds:
   1. Fees are payable according to Victoria Park Christian School’s Fees Policy.
   2. An itemised list of school fees is provided in the school’s written agreement (as per NC Standard 3.3.4).
   3. All fees must be paid in Australian dollars. Refunds will be reimbursed in Australian dollars.
   4. Refunds will be paid to the person who enters into the written agreement.
2. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to Mrs Felicity Drinkall, School Principal, Victoria Park Christian School.
3. Student default because of visa refusal:

If a student’s visa application is refused by the Department of Home Affairs 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 has been refused by the Australian immigration authorities.

1. Student default:
   1. 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)
   2. 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).
   3. If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, then a maximum of ten weeks tuition fees will be refunded from prepaid tuition fees.
   4. 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:
      1. An enrolment application fee of $250.
      2. If written notice is received less than four weeks prior to commencement of the course, the student refund will be based on unexpended tuition fees.
      3. If written notice is received within six months following the commencement date of the student’s course, the student refund will be based on unexpended tuition fees up to a maximum of one term’s fees.
   5. No amount will be refunded if written notice is received more than six months after the commencement date of the student’s course.
   6. If more than two semester’s tuition fees have been prepaid in one amount, refund provisions under (b) will apply for tuition fees paid for the first two semesters, and any remaining unspent tuition fees after this will be refunded.
   7. The student (or parent(s)/legal guardian if the student is under 18) is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees.
   8. No refund of tuition fees will be made where a student’s enrolment is cancelled for any of the following reasons:
      1. Failure to maintain satisfactory attendance (visa condition 8202). Please see International Student Handbook – Attendance Guidelines for International Students.
      2. Failure to pay course fees.
      3. Any behavior identified as resulting in enrolment cancellation in Victoria Park Christian School’s Behaviour Policy/Code of Conduct.
2. Provider default:

[*Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2019 (as amended)].*

* 1. 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 prepaid tuition fees\* paid to the school will be made within 14 days of the agreed course starting day.
  2. 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 to be placement in an alternative course arranged by the school, a full refund of any unspent prepaid tuition fees\* paid to the school will be made within 14 days of the school’s default day.
  3. In the event that the school is unable to fulfill 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.](https://tps.gov.au/Home/NotLoggedIn)

1. 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.

Definitions

1. ***Non-tuition fees*** *–* fees not directly related to provision of the student’s course, including enrolment application fee, annual excursion fee, student insurance, annual swimming fee, uniform fee.
2. ***Pre-paid fees*** – tuition fees received by the school for a study period of the student’s course before the student begins the study period.
3. ***Tuition fees*** – fees directly related to the provision of the student’s course, including tuition, text books, writing books

\**Unspent prepaid tuition fees –* in 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 a [Legislative Instrument](https://www.legislation.gov.au/Details/F2012L01351).

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 that year.

1. **WELFARE AND ACCOMMODATION REQUIREMENTS FOR STUDENTS UNDER THE AGE OF 18**
   1. Students under the age of 18 are required to maintain adequate welfare and accommodation requirements as a condition of their student visa.
   2. 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 Home Affairs, their accommodation arrangements must be approved by the school.
   3. Will the student be in the care of a parent or suitable relative? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| ☐ | Yes | ☐ | No |

* 1. If we enrol a student who has welfare arrangement approved by another registered provider, we must:
     1. Negotiate the transfer date for welfare arrangements with the releasing provider to ensure there is no gap
     2. Inform the family/student of their visa obligation to maintain current welfare arrangements until the transfer date, or have alternative welfare approved or return to your home country until the new approved welfare arrangements can be take effect.
  2. If no, type of accommodation school has approved for the student:

|  |  |
| --- | --- |
| ☐ | Homestay |
| ☐ | Supervised Accommodation Service |
| ☐ | Other |

* 1. Details of approved welfare and accommodation arrangements:

* 1. Dates for approval of welfare and accommodation arrangements:

Start date:

Finish date:

(Please note, students should not arrive in Australia before the approved start date, and if under 18 years of age before completing the enrolled course, should not remain in Australia without prior approval after the approved finish date.)

1. **PRIVACY**

Information 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. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2019 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018. 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 Protection Service. 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 Victoria Park Christian School’s Privacy Policy.

1. **DECLARATION**

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

* I confirm I have received and understood information from the school regarding the following:
* All course and course-related tuition and non-tuition fees
* Victoria Park Christian School’s Refund Policy and other policies as listed in 6, above
* The sharing of personal information
* Change of address 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.
* I know that I am responsible for keeping a copy of the written agreement as supplied by Victoria Park Christian School, and receipts of any payments of tuition fees or non-tuition fees.
* I have read, understood and agree to be bound by the above conditions of enrolment.

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