



Written Agreement with Students

1. Student details

Student name:

Address:

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Phone no:

Fax no:

Email address:

2. Parent(s)/legal guardian details:

Parent/Legal guardian names:

Address:

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Phone no:

Fax no:

Email address:

3. Course enrolment

a. Course Type and Entry level

- ☐ Primary (K – 6) Specify entry year _____
- ☐ Junior Secondary (7 – 10) Specify entry year _____
- ☐ Senior Secondary (11 – 12) Specify entry year _____

b. Course Start and End Date

Course start date: _____

Course end date: _____

c. Accommodation:

- ☐ Boarding ☐ with DIAC approved Guardian

4. Conditions on Enrolment/Preliminary Requirements

- a. Depending on the student's English language ability, the student may be required to undertake an Intensive English Course at the Tasmanian College of English prior to commencing mainstream school studies. This would be determined by the Agent's recommendation (if applicable), the Fahan Principal and Director of Studies.
- b. As a condition of enrolment, the student agrees to abide by all school rules, guidelines and policies for the duration of their enrolment, including but not limited to:
- Student Guidelines
 - Course Progress and Attendance Policy
 - Grievance Policy
 - Student Transfer Request Assessment Policy
 - Deferment, Suspension and Cancellation Policy
 - Refund Policy
 - Boarding guidelines
- c. Twelve (12) consecutive school weeks' notice of intention to remove a student from the School or change status between boarding and day students must be given in writing to the Principal. Where less than 12 consecutive school weeks notice has been given, parents/guardians will be liable for the payment of one additional academic term's tuition and/or boarding fees plus payment of all outstanding fees and levies at the time of withdrawal.
- d. While overseas students are students at Fahan School they will reside as boarders in the Fahan School boarding homes. The Principal of the School undertakes to be the guardian of all overseas students under the age of eighteen years while they are attending and boarding at Fahan School.

- e. Students are not permitted to remain in the boarding house over the Easter or Term breaks and must either return home or make other arrangements for these periods.
- f. When two or more people are liable for payment of fees, that liability is joint and several.
- g. Notwithstanding that the School may, at our request, direct accounts to third parties or to only one of us, we agree to retain our liability to pay such accounts.
- h. Payment of fees must be made on time each time and if not received by the due date will incur a 5% late payment charge on the total amount outstanding.
- i. Students for whom fees or other charges remain unpaid at the end of the Term may not return to School the following Term.
- j. No remission of fees is allowable in the event of absences from School.
- k. The School is hereby authorised in the event of the student suffering an injury or sickness to take the necessary action to obtain medical and/or hospital care and attention.
- l. The parent(s)/guardian(s) (on behalf of the student) undertake to comply with School rules concerning attendance, behaviour, dress and boarding. The School reserves the right, in its absolute discretion, to suspend or dismiss a student for disciplinary purposes without refund of fees.

5. Course Fees and Other Charges (Course Monies)

- a. Enrolment Fee: A\$500
- b. Tuition Fees:
- c. Overseas Student Health Cover (OSHC):
- d. Boarding fees (where applicable):
- e. Textbooks/stationery requirements:
- f. Subject levies/non-subject levies (where applicable):
- g. TQA Fee (Year 11 and 12 only): A\$220 per year
- h. Uniform expenses:

6. Payment of Course Fees and Refunds

- a. Fees are payable prior to the commencement of each Term (3 Terms).
- b. All fees must be paid in Australian dollars.
- c. Fees are subject to alteration by the School Board from time to time and, where possible, notice of any such alteration will be given in advance. However, the Board reserves the right to make variations without notice.

- d. 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.
- e. Refunds will be reimbursed in Australian dollars and paid to the student or the person specified in the written agreement.

7. Payment of Fees for Continuing Enrolment

Tuition fees, together with any other fees due and owing, are due and payable in full in Australian dollars on the first day of each subsequent Term.

Payment of all fees must be made on time each time and if not received by the due date will incur a 5% late payment charge on the total amount outstanding with an additional 5% late payment charge every 5 days thereafter of part thereof.

8. Refund of Course Monies

If you have paid your fees, as requested in the letter of offer, and you are thereafter unable to commence or maintain study in Australia, Fahan School will refund all or part of your fees on the following basis:

- a. If you cancel your place 4 weeks or more before your advised date of commencement, 90% of your fees will be refunded
- b. If you cancel your place less than 4 weeks before your advised date of commencement, 50% of your fees will be refunded
- c. If you withdraw after the Term has commenced, no refund is payable
- d. The school will refund within 28 days all course monies paid where the student's application for enrolment is refused by the School or the student produces evidence that the application made by the student for a student visa has been rejected by the Australian immigration authorities.
- e. Please note that the medical insurance fee for OSHC may be non-refundable (if it has already been paid to the medical insurer)
- f. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.
- g. If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, no tuition fees will be refunded.
- h. Refunds for student default apply to tuition fees only. Course monies (excluding 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 of behalf of the student has been made
- i. 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)
 - ii. Failure to maintain satisfactory attendance (visa condition 8202)
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) [if applicable]
 - iv. Failure to pay course fees
 - v. Any behaviour resulting in cancellation of enrolment as the result of repeated or serious breaches of the student guidelines
- j. In the unlikely event that Fahan School is unable to deliver your course in full, you will be offered a full refund of all course money 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.
- k. 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.

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

Students under the age of 18 are 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, they will reside as boarders in the Fahan School boarding homes.

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

☐ Yes ☐ No

If no, details of School approved welfare and accommodation arrangements:

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Dates for approval of welfare and accommodation arrangements:

From: _____ To: _____

9. Change of Address

The student and parents are obliged to notify the School of any change of address while enrolled at the School. This is to ensure that any notifications or correspondence sent to the student or parents advising of visa breaches are sent to the current address.

Where Fahan 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.

10. 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 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.

11. 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:
 - the course(s) in which I am to be enrolled
 - conditions on enrolment in the course(s)
 - all course and course-related fees
 - Fahan School's Refund Policy
 - the sharing of personal information
 - change of address obligations
 - outline of the ESOS framework
 - grounds on which my enrolment may be deferred, suspended or cancelled
- I confirm I have reviewed and understood the various policies and procedures available for our information and guidance at <http://www.fahan.tas.edu.au/international.php>
- 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 have read, understood and agree to be bound by the above conditions of enrolment

Signed (student): Date:

Print Name (student):

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

Print Name (parent(s)/legal guardian):