

# Terms and Conditions Student Visa Holders

## ***Department for Education cancellation of a course***

In the unlikely event that the Department for Education is unable to deliver a course in which a student has enrolled and paid fees, the student will be offered the following options:

- full refund of all fees if the course has not commenced
- refund of unexpended pre-paid tuition fees if the course has commenced
- transfer to an alternative Department for Education course
- transfer to an alternative course offered by another provider

If the student chooses a full refund, it will be processed within 14 days of receipt of written application. Refer to the Tuition Protection Scheme website <https://www.dese.gov.au/tps>. If the student transfers to another Department for Education course, a new Letter of Offer will be issued and a new Acceptance of Offer will need to be signed. If the student intends to transfer to an alternative education provider, they will be required to provide a valid Letter of Offer as evidence.

## ***Deferment or cancellation of student enrolment***

A student can request to defer their enrolment in the following circumstances:

- illness verified by medical certificate
- verified family bereavement
- financial circumstances, home country upheaval / disaster

All requests for deferment must be made in writing with supporting documentation for evidence. The maximum deferment period is six months. A revised Letter of Offer and Confirmation of Enrolment will be necessary if the student's late arrival results in any variation to the end date of their course(s).

The Department for Education can initiate the cancellation of a student's enrolment under the following circumstances:

- breach of a visa condition by student
- misbehaviour by student
- student default in payment of fees
- failure to declare a pre-existing medical condition
- information provided on application or during enrolment is found to be incorrect, incomplete or misleading

Should this happen, the student will be notified in writing before being reported to the Department for Home Affairs (DHA) and given 20 working days to appeal the decision.

## ***Department for Education Refund Policy***

All refunds will be processed according to the requirements of the Education Services for Overseas Students (ESOS) Act and Department for Education policies and procedures. The table on the following pages sets out the circumstances where refunds will apply and the amounts that will be paid in each circumstance.

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## **Refund Process**

All requests for a refund of fees must be made in writing and accompanied by evidence within 12 months of the student exiting the international student program. If the student is under the age of 18, the request must be signed by the student's parent/legal guardian.

The refund will be payable in the name of the parent/legal guardian unless notification has been received from the parent/legal guardian indicating another person/entity is responsible for the payment of fees.

An application for a refund will be processed within 4 weeks of the date of receipt of the written application and bank account details unless the Department for Education is unable to deliver the course. In this case the refund will be processed within 14 days. The student/parent will receive a statement that explains how the refund amount has been worked out.

Refunds will be actioned once the student's enrolment is terminated/withdrawn from a South Australian government school.

A refund processing charge (administration charge) will be applied (refer table below).

## **Initial fee calculation**

The calculation of the tuition fee in the Initial Payment will be based on the length of the student's course/s, as follows:

**1.** One CRICOS course:

(a) 2 terms or less: 100% of tuition fee, (b) Between 2 terms and 8 terms: 50% of tuition fee (c) 8 terms or more: 4 terms of tuition fee

**2.** Two CRICOS courses or more: tuition fees for the first CRICOS course only will be collected initially, as per calculations in note (1) above

For students with a Letter of Offer whose total course duration is greater than 6 months and less than 23 months, the balance for the first 12 months tuition fees will be payable on a subsequent invoice.

Students may choose to pay more than the initial payment as identified on the Letter of Offer. If you wish to pay more than the initial payment please contact your International Business Support Officer.

## **Payment deadline of fees**

The payment deadline of the Letter of Offer is calculated to be 60 days from the date of issue of the letter unless the course commencement date is less than 60 days then 7 days will apply.

Failure to meet the payment deadline will result in the offer being withdrawn. All subsequent fees must be paid by the due date as identified on the invoice. If fees are not received by the due date, a late fee may apply. Students will be required to pay fees (as per original visa) whilst on a bridging visa.

Non-payment of required fees by the due date could constitute a breach of the student's visa conditions and result in the Department for Education initiating processes to recover the fees and/or notify DHA. It may also be necessary for the Department for Education to exclude the student from school.

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## **Health Cover**

The Department for Education is able to arrange Overseas Student Health Cover (OSHC) for students applying for a student visa. Effective July 2010, DHA requires all students to pay OSHC fees for the proposed duration of their student visa.

These fees will appear in the Offer Statement and must be paid prior to the grant of the visa. Students whose health cover is not arranged by International Education Services (IES) are required to provide a copy of their alternative health cover arrangements.

In the first twelve months of their program, students with any pre-existing medical condition must cover the cost of treatment for their pre-existing condition.

Where students cancel their enrolment after commencement and before the course end date, families can request a refund of unused OSHC directly from the health cover provider.

The Department for Education is not liable for any travel or medical expenses incurred by a student whilst travelling to or from Australia, or during their stay.

## **Damage, Loss or Unpaid Accounts**

Students and their parents are responsible for covering the cost of any damage, loss or unpaid accounts in the school or homestay.

In all cases, the student is required to pay directly and promptly to the school and homestay.

## **Disclosure of student information**

The Department for Education collects information about students before and during enrolment to support them in studying and living in Australia. The authority to collect this information is provided under the ESOS Act. Where needed, the information collected can be provided to the Australian government, South Australian government and other relevant authorities. Where required by law, it can also be disclosed without the student's consent.

## **Providing Student Records**

All students are required under the ESOS Act to provide contact details, including mobile phone numbers and email addresses, on a regular basis to the Department for Education.

## **Keeping Records**

Students are advised to keep copies of all documents related to their agreement and receipts of payments.

## **Department for Education Refund Policy**

The following table sets out the circumstances where refunds will apply and the amounts that will be paid in each circumstance.

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Program	Primary School Program High School Graduate Program	Study Abroad Programs (Primary, Secondary, Regional)
<b>Circumstance – Student Instigated Withdrawals / cancellations / deferrals</b>	<b>Amounts to be refunded</b>	
Student/Guardian visa refused (documentation to be provided)	Full refund of all fees paid less the Administration and Support Services fee (per family if refund requests are received at the same time)	Full refund of all fees paid less the Administration and Support Services fee (per family if refund requests are received at the same time)
Withdrawal by student prior to course commencement	<p><b>6 weeks or more prior to course commencement date:</b></p> <p>The following fees <b>will be</b> refunded:  <ul style="list-style-type: none"> <li>o All paid fees (excluding the Administration and Support Services fee) less \$500 administration charge (per family if refund requests are received at the same time)</li> </ul> </p> <p><b>Less than 6 weeks:</b> The following fees <b>will be</b> refunded less \$500 administration charge:  <ul style="list-style-type: none"> <li>o Tuition fees paid beyond the first and subsequent term</li> <li>o Remaining Overseas Student Health Cover (if applicable)</li> </ul> </p>	<p><b>6 weeks or more prior to course commencement date:</b></p> <p>The following fees will be refunded:  <ul style="list-style-type: none"> <li>o All paid fees (excluding the Administration and Support Services fee) less \$500 administration charge (per family if refund requests are received at the same time)</li> </ul> </p> <p><b>Less than 6 weeks:</b>            The following fees <b>will be</b> refunded less \$500 administration charge:  <ul style="list-style-type: none"> <li>o Homestay fees paid (if applicable)</li> <li>o Remaining Overseas Student Health Cover fees (if applicable)</li> </ul> </p> <p>The following fees <b>will not</b> be refunded:  <ul style="list-style-type: none"> <li>o Tuition fees paid</li> <li>o Administration and support services</li> <li>o Homestay placement fee (if applicable)</li> <li>o Airport reception (if applicable)</li> </ul> </p>
Cancellation by student after commencement of course	<p><b>For students in their first year of course</b>            The following fees <b>will be</b> refunded less \$500 administration charge (per family if refund requests are received at the same time):  <ul style="list-style-type: none"> <li>o Tuition fees paid beyond the current and subsequent terms*</li> <li>o Remaining Overseas Student Health Cover (if applicable)</li> </ul> </p> <p>The following fees <b>will not</b> be refunded:  <ul style="list-style-type: none"> <li>o Tuition fees paid for current and subsequent term*</li> <li>o Administration and support services</li> <li>o Homestay placement fee (if applicable)</li> </ul> </p> <p><b>For all other continuing students</b>            The following fees <b>will be</b> refunded less \$500 administration charge (per family if refund requests are received at the same time):  <ul style="list-style-type: none"> <li>o Remaining Overseas Student Health Cover (if applicable)</li> </ul> </p> <p>The following fees <b>will not</b> be refunded:  <ul style="list-style-type: none"> <li>o Tuition fees paid</li> <li>o Annual administration (subsequent years)</li> <li>o Homestay placement fee (if applicable) * For refund purposes the current term commences on the first calendar day after the last day of the previous term</li> </ul> </p>	<p>The following fees <b>will be</b> refunded less \$500 administration charge (per family if refund requests are received at the same time):  <ul style="list-style-type: none"> <li>o Remaining Overseas Student Health Cover (if applicable)</li> <li>o Remaining homestay fees paid</li> </ul> </p> <p>The following fees <b>will not</b> be refunded:  <ul style="list-style-type: none"> <li>o Tuition fees paid</li> <li>o Administration and support services fee</li> <li>o Airport reception fee (if applicable)</li> <li>o Homestay placement fee (if applicable)</li> </ul> </p>

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Program	Primary School Program High School Graduate Program	Study Abroad Programs (Primary, Secondary, Regional)
<b>Circumstance – Student Instigated Withdrawals / cancellations /deferrals</b>	<b>Amounts to be refunded</b>	
Change of Visa Status after course commencement	<p>The following fees <b>will be</b> refunded less \$500 administration charge (per family if refund requests are received at the same time):</p> <ul style="list-style-type: none"> <li>o Tuition fees paid beyond the current term*</li> <li>o Remaining Overseas Student Health Cover (if applicable)</li> </ul> <p>The following fees <b>will not</b> be refunded:</p> <ul style="list-style-type: none"> <li>o Tuition fees paid for current term*</li> <li>o Administration and support services</li> <li>o Annual administration (subsequent years)</li> <li>o Homestay placement fee (if applicable)</li> </ul> <p>* For refund purposes the current term commences on the first calendar day after the last day of the previous term</p>	<p>The following fees <b>will be</b> refunded less \$500 administration charge (per family if refund requests are received at the same time):</p> <ul style="list-style-type: none"> <li>o Remaining homestay fees paid</li> </ul> <p>The following fees <b>will not</b> be refunded:</p> <ul style="list-style-type: none"> <li>o Tuition fees paid</li> <li>o Administration and support services</li> <li>o Airport reception fee (if applicable)</li> <li>o Homestay placement fee (if applicable)</li> </ul>
Program deferment (by student)	<ul style="list-style-type: none"> <li>o Fees transferred (for a maximum of six months)</li> <li>o If greater than six months then full refund (excluding Administration and Support Services fee) less \$500 administration charge (per family if refund requests are received at the same time)</li> </ul>	<ul style="list-style-type: none"> <li>o Fees transferred (for a maximum of six months)</li> <li>o If greater than six months then full refund (excluding Administration and Support Services fee) less \$500 administration charge (per family if refund requests are received at the same time)</li> </ul>
<b>Circumstance – Department for Education /School Initiated Cancellation</b>	<b>Amounts to be refunded</b>	
Program cancellation by the Department for Education after course commencement (refer: 'Deferring, Suspending or Cancelling Student Enrolment Policy')	<p>The following fees <b>will be</b> refunded less \$500 administration charge (per family if refund requests are received at the same time):</p> <ul style="list-style-type: none"> <li>o Remaining Overseas Student Health Cover (if applicable)</li> </ul> <p>The following fees <b>will not</b> be refunded:</p> <ul style="list-style-type: none"> <li>o Tuition fees paid</li> <li>o Administration and support services</li> <li>o Annual administration (subsequent years)</li> <li>o Homestay placement fee (if applicable).</li> </ul>	<p>The following fees <b>will be</b> refunded less \$500 administration charge (per family if refund requests are received at the same time):</p> <ul style="list-style-type: none"> <li>o Remaining Overseas Student Health Cover (if applicable)</li> <li>o Remaining homestay fees paid</li> </ul> <p>The following fees <b>will not</b> be refunded:</p> <ul style="list-style-type: none"> <li>o Tuition fees paid</li> <li>o Administration and support services</li> <li>o Airport reception fee (if applicable)</li> <li>o Homestay placement fee (if applicable)</li> </ul>
<b>Circumstance – Department for Education unable to deliver course</b>	<b>Amounts to be refunded</b>	
If the Department for Education is unable to deliver the course the following options are available to the student:	<ul style="list-style-type: none"> <li>o Provide a full refund of course money paid within 14 days if the course has not commenced</li> <li>o Provide a refund of unexpended pre-paid tuition fees, unused Overseas Student Health Cover (if applicable) and unused homestay fees (if applicable) if the course has commenced</li> <li>o Change to an alternative Department for Education course at no extra cost.</li> </ul>	<ul style="list-style-type: none"> <li>o Provide a full refund of course money paid within 14 days if the course has not commenced</li> <li>o Provide a refund of unexpended pre-paid tuition fees, unused Overseas Student Health Cover (if applicable) and unused homestay fees if the course has commenced</li> <li>o Change to an alternative Department for Education course at no extra cost</li> </ul>

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## **REQUIREMENTS FOR STUDYING IN SOUTH AUSTRALIAN GOVERNMENT SCHOOLS**

Please read these requirements carefully. A breach of any of these requirements may result in the cancellation of a student's enrolment in a South Australian Government School.

### ***Arrival in Australia***

Parents are requested to ensure that students under the age of 18 do not arrive in Australia before the date their welfare arrangements begin as they will be in breach of their visa condition. The date is written in the Confirmation of Appropriate Accommodation and Welfare Letter which is issued by the Department for Education together with the Confirmation of Enrolment. If a student under the age of 18 wishes to travel to Australia before this date, they must be accompanied by a parent or suitable relative who will provide welfare until the Department for Education approved welfare arrangements begin. For more information, contact DHA at [www.homeaffairs.gov.au](http://www.homeaffairs.gov.au)

### ***Living arrangements***

All primary school students under the age of 12 must live with a parent or suitable nominated relative as defined by DHA. Students between the ages of 12 and 18 must live in one of the following arrangements:

- with a homestay family arranged by the Department for Education
  - with a suitable nominated relative over the age of 21 who is eligible to apply for guardian status through DHA
  - with a family nominated by the student's parent. Accredited by the Department for Education
- Students over the age of 18 may apply to live independently under strict conditions.

A fee may apply when homestay changes are made.

Where living arrangements change, the student/parent must provide the Department for Education and the school with upto-date residential details

### ***Satisfactory academic progress***

Students are required to comply with the Department for Education policy on course progress and to maintain a satisfactory level of academic performance.

Students will only progress to their next course upon successful completion of their initial or subsequent courses and on the recommendation of the principal.

In cases where a student does not progress to the next level within the specified time and the course completion date will change, a new Letter of Offer and a new Confirmation of Enrolment(s) will be issued. The student must then apply for a new student visa to cover their revised study program.

### ***Satisfactory attendance***

Students are required to comply with the Department for Education policy on attendance and maintain the schedule of contact hours as prescribed in the conditions attached to their visa.

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## **Working part-time**

Students enrolled in Study Abroad Programs of one year's duration or less are not permitted to work. Students on the High School Graduate Program who have completed their Intensive Secondary English Course, may be granted approval from their school to work part-time, and must comply with their visa conditions in relation to part-time work.

## **Travel**

Students are allowed to travel only during term breaks, the summer holidays and at the end of their course. All travel must be jointly-approved by the parent and the school at least 2 weeks prior to departure. Where students are returning to their home country to visit family, they are required to provide a copy of their ticket/s to their school. If they are in a homestay, students must pay a room holding fee before departing. This fee ensures the student's accommodation and belongings are secured for the period they are absent.

Students must return in time to resume their study; otherwise they may be in breach of their student visa conditions.

## **Education Services for Overseas Students (ESOS) framework**

All Australian education service providers are required to comply with the ESOS Act which sets nationally consistent standards to protect the interests of overseas students and ensure the provision of quality education services. For information on the ESOS framework, refer to <https://internationaleducation.gov.au>

## **Student visa conditions**

Visas are issued with conditions attached by the Australian Government to overseas students to study in Australia. It is the student's responsibility to comply with all conditions attached to their visa and the Department for Education is required to report any breach of visa conditions by students enrolled in South Australian Government Schools. The following is a summary of all conditions attached to the student visa:

<b>Visa Condition Number</b>	<b>Description</b> (from the DHA website, November 2017)
8105	You cannot work more than 40 hours per fortnight, when your course is in session
8202	You must remain enrolled in a registered course. You must maintain satisfactory attendance in your course and course progress for each study period as required by your education provider (the Department for Education)
8501	You must maintain Overseas Student Health Cover (OSHC) during your stay in Australia.
8516	You must continue to satisfy the requirements for grant of your student visa. This means, for example, that you must continue to have sufficient financial capacity to support your study and stay in Australia.
8532	If you have not turned 18, you must stay in Australia with: <ul style="list-style-type: none"><li>• your parent or legal custodian, or</li><li>• a relative who has been nominated by your parents or custodian who is aged over 21 and is of good character, or</li><li>• accommodation, support and general welfare arrangements that have been approved by your education provider (the Department for Education).</li></ul> You must not change those arrangements without the written approval of the Department for Education. If your welfare arrangements are approved by the Department for

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	Education you must not travel to Australia until your welfare arrangements are due to commence.
8533	You must notify your education provider (the Department for Education) of: <ul style="list-style-type: none"><li>• your residential address in Australia within 7 days of arriving</li><li>• any change in your residential address within 7 days of the change.</li></ul> You must contact the Department for Education for permission if you want to change education provider before completing the first six months of your course of study for which your visa was granted.
8303*	You must not become involved in any activities that are disruptive to, or in violence threaten harm to, the Australian community or a group within the Australian community.

\* discretionary condition that **may** be attached to a student visa

For further information on these or other visa conditions go to the DHA student visa conditions web link below:

<https://www.homeaffairs.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students>

### **Consent to access student visa status**

The Visa Entitlement Verification Online (VEVO) Service, through DHA, allows the Department for Education to check on the visa status and study entitlements of international students. Parents/legal guardians are required to agree to give their consent to the Department for Education to access this information through the VEVO Service

### **Consent for Promotional Purposes**

For communication or promotion purposes, the Department for Education may organise for recordings/video footage/ photographs/other images of students to be taken by the Department for Education or the Department for Education endorsed government agencies/contractors. This material may be used for an undefined period of time. Parents/legal guardians are requested to give their consent for their child to participate in any recordings/video footage/ photographs/other images for such purposes, and to accept that any recording or image made for the Department for Education promotion is the property of the Department for Education and will be used at the sole discretion of the Department for Education. If you do not give consent for your child to participate in any recordings/video footage/photographs/other images for promotional purposes, please indicate this on the Acceptance of Offer form when you return it to the appropriate Department for Education officer.

### **Complaints and Appeals**

If a student or parent is not satisfied with any aspect of their Department for Education program, they should contact International Education Services or the International Student Program Manager at their school for assistance. A copy of the Department for Education Complaints and Appeals Policy is provided to students during their orientation program.

Approved on: 09.06.2022 Authorised by: Director, International Education