

STUDENT DECLARATION

I/We declare that all information provided with this application is correct and that I/we have read and understood and agree to be bound by the terms and conditions on this application. I/We agree that the terms and conditions on this application, together with any offer letter constitute a written agreement between the parents/student (over 18) and NSW Department of Education (DoE) for the purpose of the ESOS Act and National Code.

I/We agree to pay the applicable tuition fees set out in this application prior to the commencement of the nominated studies.

I/We agree that in the event that false, inaccurate or misleading information is provided, NSW DoE reserves the right to cancel the enrolment.

I/We agree that when I/the student am/is accepted for enrolment in a NSW government school I/We must comply with and ensure the student complies with the terms and conditions of enrolment. I/We understand and consent that personal information provided by the student to NSW DoE may be made available to the health insurance provider, Commonwealth and State agencies, pursuant to obligations under the ESOS Act and the National Code of Practice and to any contractors engaged by NSW DoE to provide advice or services in connection with any aspect of NSW DoE's international student program or operation.

I/We hereby consent to being contacted in connection with this application and any subsequent enrolment by text message, email or other electronic means and note that I/ we may at any time opt out of being contacted by any such electronic means by contacting DE International and so advising.

I/We consent to the student named in this application attending and participating in school activities, including excursions and trips arranged by the school.

In the event of an emergency I/we consent to:

- the student named in this application using ambulance transportation and/or receiving such medical or surgical treatment as may be deemed necessary
- medical and hospital staff providing medical information to the NSW Department of Education staff regarding the student named in this application.

I/We give consent for the NSW Department of Education to obtain the student's Visa Entitlement Verification Online (VEVO) information from the Department of Home Affairs.

I/We are responsible for costs incurred in providing medical treatment and associated services for the student.

Student signature (in native language)

Name (in English)

Date (DD/MM/YYYY)

Parent 1 Signature (in native language)

Name (in English)

Parent 2 Signature (in native language)

Name (in English)

Date (DD/MM/YYYY)

NSW DoE Declaration

Personal information you supply and consent to being contacted is to be used by NSW DoE in connection with an application for a student to study in NSW. Provision of information is voluntary but, if not provided, that application may be hindered.

NSW DoE will not disclose personal information to outside parties other than as provided in this application unless required by law, you consent or it is needed to prevent serious threat to a person's health or safety. You can access and correct personal information by contacting DE International.

Information is collected on this application and during your enrolment in order to meet our obligations under the ESOS Act and the National Code. Information collected about you on this application 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 application or during your enrolment can be disclosed without your consent where authorised or required by law.

TERMS AND CONDITIONS

NSW Department of Education defines a study period as one semester (2 terms and up to 22 weeks).

REVIEW OF TUITION FEES

NSW Department of Education reserves the right to review its fees. If tuition fees are increased you will be required to pay the new fees as they are introduced. If you defer your course, you will be required to pay the fees which apply at your new commencement date.

SCHOOL FEE PAYMENT

Students applying to complete senior secondary (Year 11 and 12) must pay the tuition fees for the 2 year program in 3 instalments as indicated in the DE International invoice by the due date.

New Students must pay:

- Application fee – regardless of application outcome
- Fees specified in the DE International invoice will be no more than 50% of the total tuition fees for the course. Students, or the person responsible for paying their tuition fees, have the choice to pay more than 50 per cent of their tuition fees before starting their course. However, students who enrol for one semester or less must pay the amount shown on the invoice.

Continuing Students must pay:

- Fees specified in the DE International invoice by the due date.

REFUND POLICY

Application fees, airport pick-up fee and accommodation placement fee are not refundable.

Tuition fees are not refundable if:

- The student fails to comply with the conditions of enrolment at the school or Intensive English Centre
- The student breaches the visa requirements of his or her visa as imposed by the Australian government
- The student/parent provides false, inaccurate or misleading information.

Part or whole of the fees are refundable for NSW Government Schools under the following circumstances:

- If the student is refused a visa before commencing the course a refund fee will be deducted from any refund issued, consisting of 5% of the total pre-paid tuition and non-tuition fees or A\$500, whichever is the lesser of the two amounts

- If the student commences study at a NSW government school before the student visa application has been processed and it is subsequently rejected, a pro rata refund of tuition fees paid will be made
- A fee of 20% of the fees paid will be charged to cover administration costs and charges if the student is withdrawn by the parent or legal guardian* for any reason prior to the proposed commencement at the school
- If the student enrolled in primary and junior secondary courses is to be withdrawn by the parent/legal guardian for any reason on or after the student's proposed commencement date at a school, the parent or legal guardian* must give notice of at least one school term duration in advance. A refund of fees will only apply to a term that has not commenced and only after the expiration of one term's written notice. (For example, if a current term has commenced, the following term will be considered as the notice period and fees paid for it will not be refunded, only fees paid for a term beyond the first two terms will be refunded). Additionally, a fee equal to 20% of the fees paid for up to one study period will be charged to cover administrative costs and expenses
- Students enrolled in the senior secondary course are not entitled to a refund of the instalment fees, once they have commenced the period of study covered by the instalment.
- If the student is to be enrolled becomes an Australian permanent resident, the student will be entitled to a full refund of the remaining fees from the date the student became an Australian permanent resident
- If the student becomes an Australian temporary resident, the student will be subject to fees under the Temporary Residents Program. Any remaining tuition fees will be transferred to the Temporary Residents Program.

Refund Procedures

- Requests for refunds must be made in writing by the parent or legal guardian* to DE International
- Refunds will be processed within four (4) weeks from receipt of the written request if it includes all required information
- A written statement will be provided to the student to explain how the refund is calculated.

* Legal guardian does not include the guardian/carer approved by the Department of Home Affairs or NSW Department of Education as required for a student visa.

Provider Default

In the unlikely event that NSW Department of Education is unable to deliver the intended course, you will be offered a refund of the unused portion of prepaid course fees. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Students who are unable to study their preferred subjects will be offered placement at another NSW government school.

EXPECTATIONS

NSW government schools will:

- Provide the student with the same level of instruction and educational services as normally provided to other students of the schools enrolled at the same year level
- Provide an orientation program for the student
- Monitor the welfare of the student and provide counselling and ongoing support while the student is enrolled at the school
- Provide a minimum of two written school reports a year (sent to the parents and carer)
- Appoint one or more staff member(s) to act as point of contact for students, who have access to up-to-date details of support services for students
- Provide English as a Second Language support for the student at school, if required
- Approve accommodation and welfare arrangements for students under 18 years, if requested, and paid for by parents and assist in the arrangement of homestay and airport pick up through DE International registered homestay providers
- Pay commission to an agent registered with DE International
- Receive commission from health insurance providers for the processing of overseas students health cover fees.

The student:

- Must commence school enrolment on the date stated on the Confirmation of Enrolment and if this is not possible notify DE International in writing within two working days prior to the start date on the Confirmation of Enrolment
- Is subject to the requirements of the ESOS Act and National Code and must comply with the school enrolment conditions and requirements in respect of international students
- Must comply with student visa requirements and Australian laws
- Must reside at approved accommodation while under 18 years and comply with homestay requirements
- Must meet attendance and course requirements

- Must not engage in any activity that may endanger the safety of themselves or any other persons
- Must return books and materials which are the property of the school when they complete the course or withdraw.

The parent:

- Must ensure the student obtains the appropriate student visa
- Must ensure requirements are met and maintained for accommodation and welfare arrangements for students under 18 years
- Must notify DE International and the school immediately if the student's studies are terminated, or there are any changes to the student's visa status
- Must ensure any change to the student's address (unless arranged through DE International) is advised in writing to the school within 7 days
- Must ensure that at least one parent or a relative who is able to provide parental care and supervision is living with the student (if the student is enrolled in Years 5 to 8)
- Must ensure that at least one parent lives with the student (if the student is enrolled in Kindergarten to Year 4)
- Must pay the required fees. Payment of an application fee is required, regardless of application outcome.

No Obligation

The NSW Department of Education will not provide course credit for primary, junior secondary and senior secondary studies.

The NSW Department of Education does not represent or guarantee that the student will:

- Be accepted for enrolment at a specific school
- Successfully complete studies undertaken
- Successfully complete the NSW Higher School Certificate (Year 12)
- Gain entry into a tertiary institution.

Complaints Procedure

If the student or parent has any complaint(s) about the services provided by the school or the relevant fees, attempts should be made to resolve the problem with the relevant staff before lodging the complaint.

Full details of the complaints procedure is available from DE International or at www.deinternational.nsw.edu.au. So far as relevant, complaints will be handled upon the same basis as a complaint from a student or parent ordinarily resident in NSW.

This agreement, and the availability of complaints and appeals processes, does not remove the rights of the student to take action under Australia's consumer protection laws.

Breach of Terms and Conditions

Any breach of these terms and conditions may result in the termination of the student's enrolment.