



BRISBANE GRAMMAR SCHOOL

The Board of Trustees of the Brisbane Grammar School trading as Brisbane Grammar School

CRICOS Provider No: **00489C**

STAFF HANDBOOK CRICOS REGISTRATION

Policies and Procedures

COLLATED BY: Jamie Smith

UPDATED: 12/12/2022 by Jamie P Smith

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In all cases in this Handbook, the term “student”, where relevant, includes the student’s parents(s) / legal custodian if the student is under 18 years of age.

Relevant legislative references have been given throughout the template. See CRICOS Registration Legislation and Regulatory Requirements (page 5).

CRICOS Registration Legislation and Regulatory Requirements

AUSTRALIAN GOVERNMENT LEGISLATION

NC B St...	<i>The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)</i>	https://www.legislation.gov.au/Details/F2017L01182
ESOS Act 2000 s...	<i>Education Services for Overseas Students (ESOS) Act 2000 (subsection...)</i>	https://www.legislation.gov.au/Details/C2020C00039
ESOS Reg 2019 s...	<i>Education Services for Overseas Students Regulations 2019</i>	https://www.legislation.gov.au/Details/F2019L00571
ESOS (Reg Charges) Act 1997	<i>Education Services for Overseas Students (Registration Charges) Act 1997 (the Charges Act)</i>	https://www.legislation.gov.au/Details/C2016C00773
ESOS (TPS Levies) Act 2012	<i>Education Services for Overseas Students (TPS Levies) Act 2012</i>	https://www.legislation.gov.au/Details/C2017C00301
LI –ESOS Act 2000 s46D(7) & s47E(4)	Legislative Instrument: <i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>	http://www.comlaw.gov.au/Details/F2014L00907
LI-ESOS Act 2000 s46B	Legislative Instrument: <i>Education Services for Overseas Students (Notifying provider default – requirements for a notice) Determination 2012 (No. 1)</i>	http://www.comlaw.gov.au/Details/F2012L01387
LI-ESOS Act 2000 s46F	Legislative Instrument: <i>Education Services for Overseas Students (Provider default – discharge of obligations – requirements for a notice) Determination 2012 (No. 1)</i>	http://www.comlaw.gov.au/Details/F2012L01388
LI-ESOS Act 2000 s50D	Legislative Instrument: <i>Education Services for Overseas Students (TPS Director to notify Immigration Secretary of payment of refunds) Determination 2012 (No. 1)</i>	http://www.comlaw.gov.au/Details/F2012L01386

NOTE: See also

- Australian Government Department of Education and Training ESOS legislative framework webpage: <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Regulations/Pages/default.aspx>
- Australian Government Department of Home Affairs (DHA) Information for Education providers at: <https://immi.homeaffairs.gov.au/what-we-do/education-program/providers>

QUEENSLAND GOVERNMENT LEGISLATION

E(OS) Act s..	<i>Education (Overseas Students) Act 2018</i>	https://www.legislation.qld.gov.au/view/html/inforce/current/act-2018-001
E(OS) Reg 2018 s..	<i>Queensland Education (Overseas Students) Regulation 2018 (subsection...)</i>	https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2018-0039
WWC Act 2000	<i>Working with Children (Risk Management and Screening) Act 2000 (Qld) and Blue Card Services</i>	https://www.legislation.qld.gov.au/view/html/inforce/current/act-2000-060 and https://www.bluecard.qld.gov.au/
CP Act 1999	<i>Child Protection Act 1999 (Qld)</i>	https://www.legislation.qld.gov.au/view/html/inforce/current/act-1999-010
E(NSSA) Reg 2017	<i>Education (Non-State Schools Accreditation) Regulations 2017 (Qld)</i>	https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2017-0197

CRICOS Responsibilities and Code of Practice

References: ESOS Act 2000 s5, s7A; s.17; s.17A; s.23 & s24; ESOS (Reg Charges) Act 1997 s5; ESOS (TPS Levies) Act 2012 Part 2 s5-10; NC B St 11.1; NC B St 11.4; NC B St 5. E(OS) Act s.26; ESOS Regs 2019 s.8; [ESOS legislative framework](#)

Brisbane Grammar School is bound by the [National Code of Practice for Providers of Education and Training to Overseas Students 2018](#) (2018 National Code) under its registration on the [Commonwealth Register of Institutions and Courses for Overseas Students](#) (CRICOS).

From 1 July 2016, the Secretary of the Australian Government Department of Education and Training is the ESOS agency for school providers. School providers in each state or territory must also be approved by a designated State authority (or DSA) to provide courses to student visa holders.

In order to be registered on CRICOS Brisbane Grammar School is required to:

- a) have the principal purpose of providing education; and
- b) clearly demonstrate capacity to provide education of a satisfactory standard.

Evidence of Brisbane Grammar School's ability to meet these requirements is provided in:

- a) the School's Annual Report to Commonwealth and State governments, available at www.brisbanegrammar.com
- b) Non State-Schools Accreditation Board documentation – the school's Cyclical Review Report and NSSAB confirmation letter.

Additional requirements to note:

Under Part B. St 11.1.4 of the National Code of Practice, registered providers must have any prior approval from the DSA for any other provider(s) to be involved in providing or delivering part of a registered course.

From 1 January 2018, all registered providers enrolling students under the age of 18 years are subject to the requirements of Standard 5 of Part B of the 2018 National Code, including students for whom the provider has not taken on responsibility under the Migration Regulations for approving the accommodation, support and general welfare arrangements by issuing a CAAW in PRISMS. These include meeting any Commonwealth, state or territory legislation or other regulatory requirements relating to child welfare and protection appropriate to the jurisdiction(s) in which it operates. Brisbane Grammar School's responsibilities for overseas students under 18 years of age are articulated in the school's Welfare and Accommodation policy.

Brisbane Grammar School's CRICOS Registration details:

The Board of Trustees of the Brisbane Grammar School trading as Brisbane Grammar School.

CRICOS Provider No: **00489C**

CRICOS Course No: **084786K – Junior Secondary Studies Years 7-10 Boys Only**

CRICOS Course No: **084788G – Primary Studies Years 5 & 6 Boys Only**

CRICOS Course No: **084787J – Senior Secondary Studies Years 11 & 12 Boys Only**

Period of CRICOS Registration: 1/1/1991 to 31/01/2025.

Brisbane Grammar School is registered to enrol a maximum of 40 full fee paying 500 visa subclass students (FFPOS).

N.B. Calculations regarding capacity should include Confirmations of Enrolment (CoEs) for current students as well as approved and visa granted CoEs for future students.

The Principal Executive Officer (PEO) appearing on the [CRICOS website](#) in Brisbane Grammar School's Contact Details is: Mr Anthony Micallef – Headmaster@brisbanegrammar.com

Mr Anthony Micallef

Headmaster

Additionally, the School PEO has signed a “Delegated Responsibility for Register Information Form” for :	
Mr Jamie Smith	Director of Enrolments
PRISMS	
<p>There are three different levels of access to the Provider Registration and Overseas Student Management System (PRISMS).</p> <p>New PRISMS users must complete an online training course before being allowed access.</p> <p>News alerts for changes to PRISMS can be found on the PRISMS home page: https://prisms.education.gov.au/Logon/Logon.aspx or in the PRISMS Provider User Guide.</p> <p>PRISMS should be checked regularly for alerts relating actions required for CoEs, as these will not be seen until logged in.</p>	
The following Staff members have access to PRISMS:	
Mr Jamie Smith	Director of Enrolments
Sarah Chapman-Stone	BGS Accountant
Mrs Annie Weatherburn	BGS Consultant (FFPOS)
It is the responsibility of the following officer to notify the International Quality Unit (CRICOS) and all overseas students enrolled of any intention to relocate premises at least 20 days before the relocation.	NC D St14 St 14.3
Mr Jamie Smith	Director of Enrolments
Provider obligations to notify International Quality (Schools) Unit	
<p>1) It is the responsibility of the following officer(s) to advise the International Quality (Schools) Unit:</p> <ul style="list-style-type: none"> a) as soon as practicable as that the school becomes aware that an associate or high managerial agent of the school has committed an offence under section 17 of the ESOS Act; b) any prospective changes to the ownership of the School as soon as practicable prior to the change taking effect, or c) any prospective or actual change to a “high managerial agent” of the School as soon as practicable prior to the change taking effect, or within 10 working days where the change cannot be determined until it takes effect, together with d) any information on the ability of the new owner or high managerial agent to be “fit and proper” as required by section 17A of the ESOS Act; e) an event that would significantly affect the school’s ability to comply with the ESOS Act. <p>2) It is the responsibility of the following officer(s) to seek approval from the International Quality (Schools) Unit, at least 30 days in advance, for proposed changes to a course at location:</p> <ul style="list-style-type: none"> a) the course duration, including holiday breaks b) modes of study, including online, distance or work-based training c) number of overseas students enrolled at the provider, within the limit or maximum number approved by the ESOS agency for each location 	<p>ESOS Act 2000 s.17 s.17A s.7A</p> <p>NC B St 11 St 11.1 St 11.2 St 11.3</p>

<p>d) arrangements with other education providers, including partners, in delivering a course or courses to overseas students.</p> <p>Applications for approval to amend provider and registered course details are made by contacting the International Quality (Schools) Unit (DSA) by e: internationalregistration@qed.qld.gov.au to request the relevant form (or by using the form available for download at http://www.qld.gov.au/education/international/pages/cricos.html) and paying the applicable fee. Amendments might include:</p> <ul style="list-style-type: none"> - a change of the school's Principal Executive Officer (PEO); - an increase or decrease in the approved overseas student capacity; - adding or removing a delivery location; - removing a course or registering a new course; - updating registered course cost of current courses; * - updating school contact details on PRISMS. <p>* Registered course costs should be updated whenever there are course fee increases.</p> <p>3) If applying to renew approval as a school provider on the Commonwealth Register of Courses and Institutions for Overseas Students (CRICOS), it is the responsibility of the following officer(s) to make an application at least three months before the term of current approval ends, in accordance with s.26 of the Education (Overseas Students) Act 2018 (Qld).</p>	<p>E(OS) Act s.26</p>
<p>Mr Jamie Smith</p>	<p>Director of Enrolments</p>
<p>Annual Fees and Charges</p>	
<p>There are two sets of fees payable annually that are related to CRICOS registration:</p> <p>i) Annual Registration Charge (ARC)</p> <p>This fee has four components, which are subject to indexation annually:</p> <ol style="list-style-type: none"> a base fee, originally set at \$1300* (\$1505 in 2020) a fee per student enrolment for the previous calendar year, originally set at \$10 per student a fee for each course registered on CRICOS at the start of each year per location, originally set at \$100 per course (\$115 in 2020) a penalty fee for any action taken against the school in the previous year under s.83 of the ESOS Act 2000, originally set at \$1000 (\$1156 in 2020). <p>The ARC is payable by COB of the last business day of February each year.</p> <p>*Non-government schools that did not have any enrolments in the previous calendar year but maintained a registration pay a lesser base fee (e.g., \$423 in 2020).</p> <p>Information about payment of the ARC is provided by PRISMS alerts at different times of the year and at Registration fees and charges.</p> <p>ii) Tuition Protection Service (TPS) levy.</p> <p>This fee has four components, which are subject to indexation annually:</p>	<p>ESOS Act 2000 s.23</p> <p>ESOS (Reg Charges) Act 1997 s.5</p> <p>Registration fees and charges</p> <p>ESOS Act 2000 s.24</p>

Director of Enrolments Director of Boarding	Ensuring students under 18 years of age are given age-and culturally-appropriate information on who to contact in emergency situations, including contact numbers of a nominated staff member and/or service provider to the registered provider. (NC B St 5.2.1)	In person Email
Director of Boarding Deputy Headmaster / Head of SS	Responding to an emergency when contacted by a student or service provider. (NC B St 5.2.1)	In person Email
Head of Year Director of Boarding Deputy Headmaster / Head of SS	Ensuring students under 18 years of age are given age-and culturally-appropriate information on seeking assistance and reporting any incident or allegation involving actual or alleged sexual, physical or other abuse. (NC B St 5.2.2)	In person Email
Director of Boarding Head of Year Deputy Headmaster / Head of SS	If unable to contact a student there are concerns for the student's welfare, make all reasonable efforts to locate the student, including notifying the police and any other relevant Commonwealth, state or territory agencies as soon as practicable. (NC B 5.5)	In person Email
Director of Boarding Head of Year Deputy Headmaster / Head of SS	Taking all reasonable steps to provide a safe environment on campus and advise overseas students and staff on actions they can take to enhance their personal security and safety (NC B 6.9.1)	In person Email
Director of Boarding Head of Year Deputy Headmaster / Head of SS	Providing information to overseas students about how to seek assistance for and report an incident that significantly impacts on their wellbeing, including critical incidents (NC B 6.9.2)	In person Email
Director of Enrolments Director of Boarding	Providing overseas students with or refer them to (including electronically) general information on safety and awareness relevant to life in Australia. (NC B 6.9.3)	In person Email
Head of Year, Director of Boarding	Orientation on arrival	Email
Director of Student Services	ESL Support	Email
Director of Student Services	Other tutorial support	Email
Director of Student Services	Academic and Careers Counselling	Email
Director of Student Services	Personal Counselling	Email
Deputy Headmaster / Head of SS	Monitoring of welfare & accommodation arrangements	Email

Director of Enrolments	Complaints and appeals	Email
Director of Enrolments	Visa / Passport issues	Email
Director of Enrolments	OSHC	Email
Information about the roles of support services and staff in the School, including how to access services, is given to students on arrival both verbally and in their Student Orientation Handbook.		
The following staff member is responsible for keeping details in Section 1 and on the CRICOS website up to date: [Optional: Attach copies of school and course details currently on CRICOS Website. This can be done by using the Print Screen function key (PrtSc).]		
Jamie Smith	Director of Enrolments	
Information in this section should be checked and updated whenever there is a change of staff member in the roles above.		
THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 05/04/2022		

Organisation Name: **Board of Trustees of the Brisbane Grammar School**

Trading Name: **Brisbane Grammar School**

Organisation Type: **Education Provider**

Registered State: **Queensland**

ABN: **41291151944** [➡ ABN Lookup](#)

ACN:

Is Government: **No**

Provider has Course with Payment in Arrears? **No**

Responsible Regulator/Designated Authority: **STATE**

For courses with sector OTHERS, go to individual courses to view it's regulator

Comments:

Phone: **0738345200**

After Hours Phone: **0738345200**

Mobile Phone:

Fax: **0738345202**

Website URL: **www.brisbanegrammar.com**

Email Address: **enrolments@brisbanegrammar.com**

Company Address:

Postal Address: **Gregory Terrace, BRISBANE, QLD, 4000, Australia**

Physical Address: **Gregory Terrace, BRISBANE, QLD, 4000, Australia**

CRICOS Provider Code: **00489C**

Provider Status: **Registered**

Date Status Change Occurred:

Status Change Reason:

Department of Education, Skills and Employment Imposed
Conditions:

ESOS Act S.83:

Registered From: **01/01/1991**

Registered Until: **31/01/2025**

Is in receipt of recurrent funding: **Yes**

Is University: **No**

Is Self Accrediting: **No**

[?](#) Provider Breaches:

[?](#) Complies with National Code: **Yes**

[?](#) Provider Fit and Proper: **Exempt**

Comments:

Total capacity across all provider locations: **40**

Total Number of Studying CoEs at provider: **14**

Percentage of Studying CoEs against total capacity: **35.0** [View Capacity Chart](#)

Marketing Information and Practices

References: NC B St 1; NC B St 7

Brisbane Grammar School markets its education and training services ethically and in a professional manner to maintain the integrity and reputation of the international education industry.

Brisbane Grammar School's marketing materials and promotion of courses and education services, including through an education agent, prior to entering a written agreement, are consistent with Australian Consumer Law, and do not make false claims or provide misleading information about itself, its courses or course outcomes, including but not limited to:

- i) Claims of associations between providers
- ii) a successful education assessment outcome for the student or intending student
- iii) Possible migration outcomes
- iv) any work-based training a student is required to undertake as part of the course
- v) prerequisites—including English language proficiency—for entry to the course

Brisbane Grammar School will not actively seek to recruit a student who is already enrolled with another registered provider.

Brisbane Grammar School will assess any enrolment enquiry from a student already enrolled with another registered provider according to the requirements of Part B, Standard 7 of the National Code of Practice.

The School's trading name and CRICOS Number appear on all School written marketing and other required materials, as below, including in electronic form, as required by the 2018 National Code in the following format:

Legal Entity Name: The Board of Trustees of the Brisbane Grammar School trading as Brisbane Grammar School

School Name: Brisbane Grammar School

CRICOS Number: 00489C

Offers of enrolment can only be made for registered courses that are listed on the PRISMS.

At this school:

- a *study period* is one (1) semester and is comprised of two terms. There are two study periods in a year;
- a *term* is approx. 10 weeks of study. There are four terms in a school year.

NC B
St 1.1
St 1.2
St 1.3

NC B
St 1.3

NC B
St 1.5
St 7

NC B
St 1.4

Marketing information is provided to students prior to enrolment and is provided in the following ways:

- ☐ Website
- ☐ Enrolment Information Package/Prospectus

See [Appendices](#) for copies of Brisbane Grammar School's pre-enrolment and marketing materials.

The following staff member / department is responsible for reviewing and updating marketing materials:

Jamie Smith

Director of Enrolments

Where the school uses education agents:

The following staff member / department is responsible for ensuring education agents are using only current marketing materials, as supplied by the school:	
Jamie Smith	Director of Enrolments
Information in this section should be checked and updated whenever there is a change of information in the Checklist, e.g., a change in course registration, in regulations relating to information in the checklist, or when new marketing materials are produced.	
MARKETING MATERIALS WERE LAST REVIEWED AND UPDATED BY Jamie Smith & Elise Browning ON 9/11/2022	

Checklist for Marketing information and Practices

References: NC B St 1, NC B St 2, NC B St 5, NC B St 7, NC B St 8, NC B St 9; NC B St 10, ESOS Act 2000 s.7, s.27, s.47D, s.47E

Brisbane Grammar School's legal entity name as registered on CRICOS *[and trading Brisbane Grammar School if relevant]* and CRICOS Code are provided on:

- school website
- written marketing materials (printed and electronic)
- any other materials listed below

Brisbane Grammar School makes comprehensive, current and plain English information available to an overseas student or intending overseas student prior to accepting an overseas student or intending overseas student for enrolment in a course.

NOTE:

It is no longer a requirement for registered providers to provide information to prospective students about schooling obligations and options for school-aged dependants, including that school fees may be incurred.

This information is available to student visa applicants with school age dependants on the DHA website.

NC B St 1

NC B St 2

Information that must be provided to a student prior to enrolment

REQUIREMENT	Details	Where information is located/ How this is provided to student/intending student	Refs
Requirements for acceptance into a Course	Minimum level of English language proficiency	School Website	NC B St 2
	Educational qualifications	School Website	St 2.1.1
Course information	The CRICOS Course Code	School Website	NC B St 2
	Holiday breaks	School Website	
	Course content and duration	School Website	St 2.1.2
	Course qualification / exit statement or other outcomes	School Website	St 2.1.3
	Modes of study	School Website	St 2.1.4
	Assessment methods	School Website	
Campus information	Campus location(s)	School Website	NC B St 2
	General description of facilities, equipment, learning and library resources available to students	School Website	St 2.1.5

Arrangements with other providers	Details of any arrangements with another provider, person or business to provide the course or part of the course	No such arrangement exists at Brisbane Grammar School	NC B St 2 St 2.1.6
Fees information	Indicative tuition and non-tuition fees	School Website	NC B St 2
	Advice for the potential for fees to change during the student's course	School Website	St 2.1.7 NC B St 3.3.4
	Applicable cancellation [if applicable] and refund policies (see also NC B St 3.4) including refund provisions in the case of a written agreement, visa refusal and student or provider default	School Website	ESOS Act 2000 s7 s27 s.47D s.47E
Grounds on which a student's enrolment may be deferred, suspended or cancelled	Deferment, suspension and cancellation policy (including circumstances in NC B St 9.3)	School Website	NC B St 2 St 2.1.8
	Behavioural policy/Code of Conduct (covering misbehaviour by the student as grounds for deferment, suspension or cancellation of a student's enrolment)	School Website	NC B St9
	Information regarding 'exclusion from class' if applicable	School Website	NC B St 9.3
	Course Progress and Attendance Policy	School Website	
School Welfare and Accommodation Policy	If providing a CAAW, the policy and process that is in place for approving the accommodation, support and general welfare arrangements for younger overseas students (in accordance with Standard 5)	School Website	NC B St 2.1.10 NC B St 5
Description of the ESOS framework	https://internationaleducation.gov.au/Regulatory-Information/Documents/esosstudentfactsheetv4%20-%20Final%20clean%20copy.pdf	School Website	NC B St 2 St 2.1.9
Tuition Protection (TPS) Brochure for Students	Provide a copy of link: https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-	School Website	NC B St 3.4.4

	Students-ESOS-Legislative-Framework/ESOS-Review/Documents/TPSStudentBrochure03.pdf		
Relevant information on living in Australia	Indicative costs of living	School Website	NC B St 2 St 2.1.11
	Accommodation options	School Website	
Complaints and appeals policy	Outline must be provided to students in written agreement	School Website	NC B St 10
	Provided to students again during orientation	Orientation Booklet Director of Enrolments	NC B St 3.3.7
Student transfer request assessment policy	Student transfer request policy must be available to staff and students at orientation	School Website	NC B St 7.2
THIS CHECKLIST WAS LAST UPDATED BY Jamie Smith ON 05/04/2022			

Entry Requirements and Enrolments

References: NC B St 2.1.1, St 2.2

Brisbane Grammar School informs intending students of all requirements for acceptance into a course and assesses applications for enrolment according to School procedures to determine appropriateness of educational qualifications, experience and English language proficiency for the course for which enrolment is sought.	NC B St 2.2
<p>This information is provided to students prior to enrolment and is provided in the following ways:</p> <ul style="list-style-type: none">• Website• Overseas Prospectus• Online / In person interview	NC B St 2.1.1
See also Point 6 below for School's <i>Procedure for assessing student's qualifications, and language proficiency</i>	
The following staff member / department is responsible for reviewing and updating written entry requirements and processes:	
Name of department / officer(s)	Role(s)
Jamie Smith	Director of Enrolments
Information in this section should be checked and updated whenever there is a change in admissions procedures, English levels for entry to mainstream classes or in regulations about entry requirements.	
THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 05/04/2022	

Entry Requirements

- 1) Brisbane Grammar School will consider enrolment applications from students wishing to apply for a Student Visa, subject to compliance with minimum requirements and conditions set by the School, and with legislative requirements of the State of Queensland and the Commonwealth of Australia, including any requirements to undertake extra tuition to learn English to meet the English language proficiency standard needed to enter mainstream classes.
- 2) Applications for enrolment must be made on the Application for Enrolment form. This must be correctly completed, and must be accompanied by the following documents to support the application:
 - a. Copies of the student's two most recent end of semester school reports;
 - b. A letter of reference from the student's current or most recent school Principal is also required if the student's reports do not record student behaviour or commitment to studies;
 - c. Written evidence of proficiency in English as a second language;
 - d. Photocopy or scanned copy of passport page with name, photo identification, passport number and expiry date;
 - e. Copies of any certificates of public examinations (where applicable);
 - f. A list of subjects the student wishes to study if applying for Year 11 entry (these subjects should be chosen from the list of subjects offered by the School and listed on our website);

g. Details of the student's cocurricular involvement;

- 3) Where the above documents are not in English, certified translations in English are required, with necessary costs to be met by the applicant.
- 4) An application for enrolment can only be processed when all of the above have been received by the Director of Enrolments.
- 5) Applications from overseas students are processed according to established policy and procedures, and are dealt with on their merits.
- 6) Assessment procedures include an evaluation of reports from previous schools and of English language proficiency. In cases where report cards are not available or are inconclusive for any reason, the school may require relevant testing of the applicant to assess the application.
- 7) Prior to offering a place at the School, applicants will be interviewed, either by person or via Skype. A member of staff from BGS may also contact the applicant's current Principal, but will not do so without prior consent. Having considered all records and any further information which may be requested, the Headmaster of the School will make the final decision on the acceptance of any overseas student into the School.
- 8) Onshore applications for Years 11-12, where the student is transferring from another CRICOS registered provider, will only be considered where the transfer, if accepted, allows the student to achieve a successful study outcome at the end of the enrolment.
- 9) Offshore applications for enrolment in Years 11-12 will not be considered after the Yr 11 course has commenced/ unless the student can complete course assessment before the end of the first semester of Year 11.

Brisbane Grammar School requires evidence that the applicant's academic ability and English proficiency is sufficient to successfully meet the entry and curriculum demands of the intended course. This is a requirement under the 2018 National Code of Practice, Part B Standard 2.

Minimum academic and English language requirements are as follows:

Academic Requirements

Students must provide evidence of satisfactory academic performance appropriate to entry to the Year level requested on the Application for Enrolment or offered as an alternative point of entry by the School in a Written Agreement.

For all Students:

- i. Evidence of application to school work
- ii. Achievement in literacy and numeracy areas of the curriculum
- iii. A minimum pass level or "C" grade or better for the majority of core subjects

English Language Proficiency Requirements

1. Applicants are assessed individually based on the contents of their report cards and personal references and may also be required to undertake a language proficiency test set by the school.
2. If supplied, Brisbane Grammar School will assess evidence of English language proficiency presented by a student at the time of application but reserves the right to confirm the student's English language proficiency through additional tests.
3. If not presenting appropriate evidence of English language proficiency at the time of application, Brisbane Grammar School will assess the student's application for entry based on satisfactory test results as follows:

Year of Entry	AEAS	NLLIA Bandscale	IELTS
Years 6 - 8	Please sit the ASES Language Proficiency Test for Years 7-9	Level 5	N/A
Year 10 - 11	Please sit the ASES Language Proficiency Test for Years 10 – 12. The minimum score is 60	Level 6	6
These minimum levels must apply to each of the four areas of Writing, Speaking, Literacy and Reading/Viewing.			

In addition to a satisfactory result in AEAS or IELTS, applicants will be asked to provide a piece of extended writing in English, completed under supervised conditions.

As Brisbane Grammar School offers a very demanding academic program, students below this level in any of the four areas of language; Writing, Speaking, Literacy and Reading/Viewing, will experience significant difficulty in accessing course materials and completing assessments.

- Students should note that if their language proficiency is below that outlined above, they may be required to undertake an intensive English language course before beginning mainstream studies. Students wishing to enter the school outside these year levels are assessed individually based on the contents of their report cards and personal references and may also be required to undertake a language proficiency test set by the School.

POLICY ON ENTRY REQUIREMENTS WAS LAST UPDATED BY Jamie Smith ON 05/04/2022

Statement Regarding Course Credit

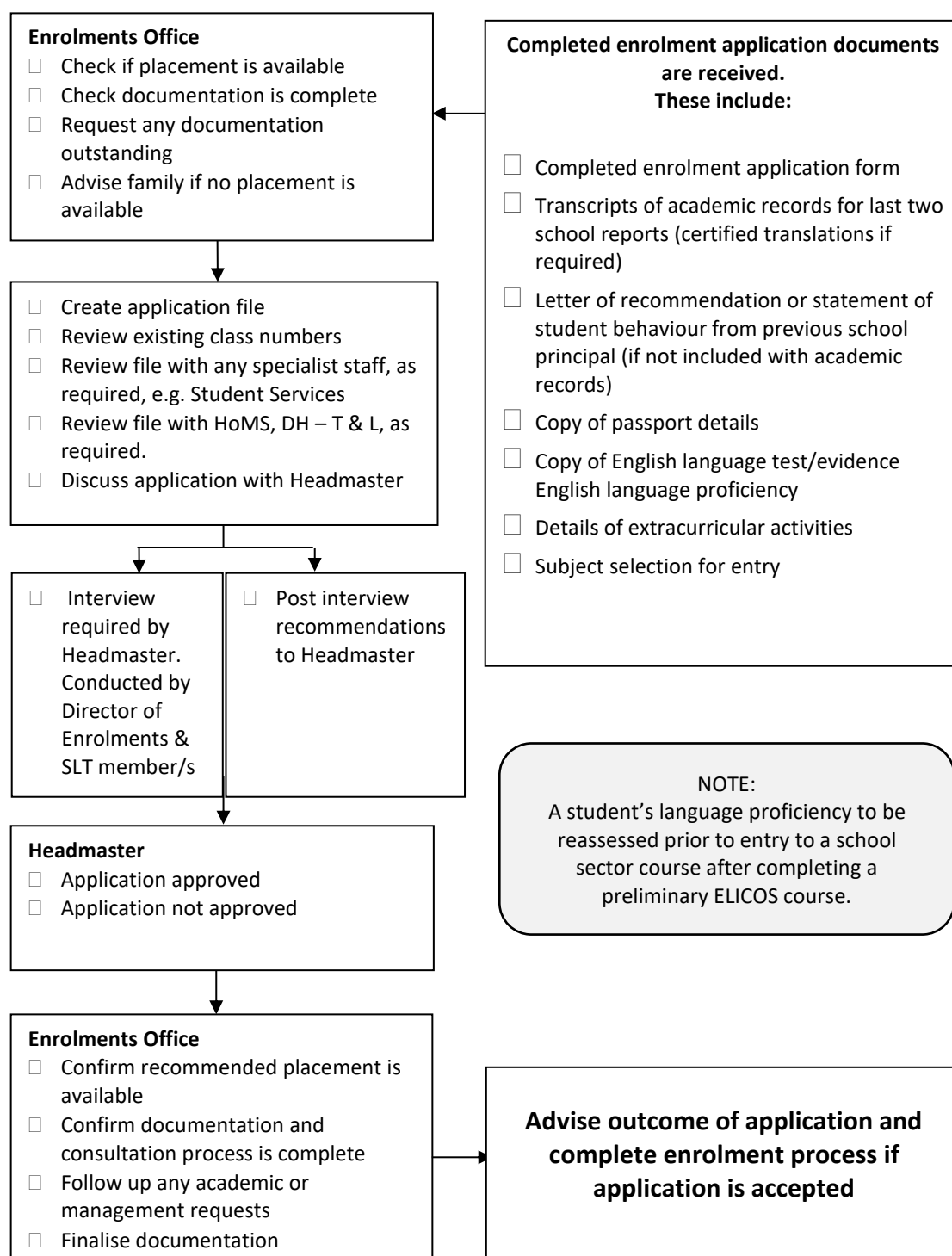
References: NC DSt2 St 2.1.a ; NC DSt12

Brisbane Grammar School does not offer course credit and entry into any course is subject to the assessment of the School. This also applies to on-shore school transfers, either within the state or from interstate.

Procedure for Assessing Student's Qualifications and Language Proficiency

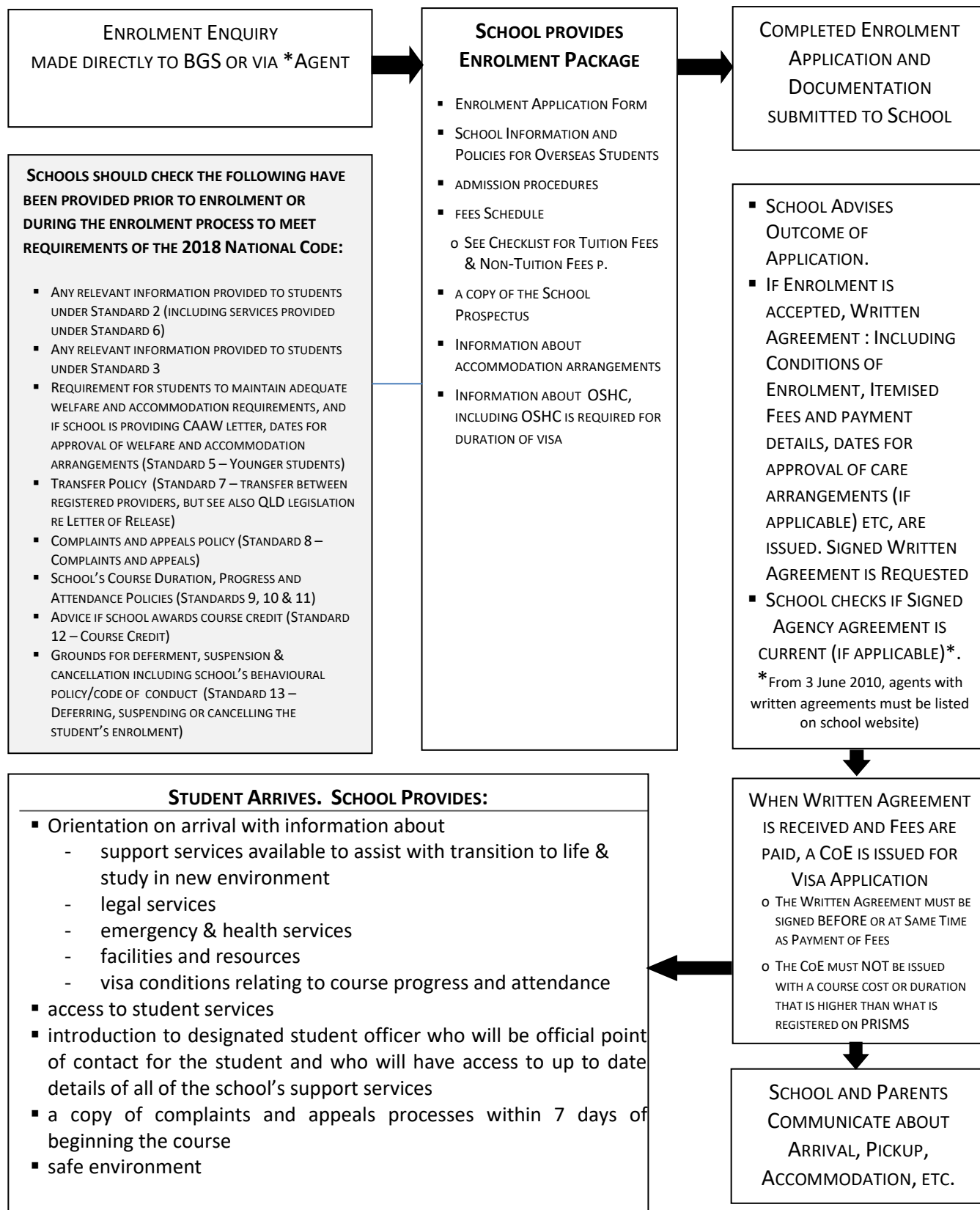
References: NC B St 2.2

DIAGRAM WAS LAST UPDATED BY Jamie Smith ON 05/04/2022



Enrolment Procedure Overview

References: NC B St 2, NC B St 3



Enrolment Procedure Checklist

References: NC DSt2 St 2.2

1) Respond to enquiry	<ul style="list-style-type: none"> Request further details Clarify any special requirements or conditions of enrolment, e.g. additional English language tuition 	<ul style="list-style-type: none"> Director of Enrolments Enrolments Manager
2) Initial check of school capacity	<ul style="list-style-type: none"> Check capacity for placement specific year levels if DOB or year level is known 	<ul style="list-style-type: none"> Director of Enrolments Enrolments Manager
3) Provide Enrolment information and application package to parent / agent	<ul style="list-style-type: none"> Application Form Prospectus Subject Selection Information, as required Enrolment Process Policies and School Information Fees Information Accommodation OSHC Uniforms 	<ul style="list-style-type: none"> Director of Enrolments Enrolments Manager
4) If using an agent	<ul style="list-style-type: none"> Check agreement is current Check contact details for PRISMS records Check agent is on website 	<ul style="list-style-type: none"> Director of Enrolments
5) Record enquiry details	<ul style="list-style-type: none"> Date, contact details Follow up as necessary 	<ul style="list-style-type: none"> Director of Enrolments
6) On receipt of application	<ul style="list-style-type: none"> Check Documentation is complete and follow up if necessary Create File / Enter details in database 	<ul style="list-style-type: none"> Director of Enrolments
7) Check availability of placement	<ul style="list-style-type: none"> DOB, Year level capacity Student ratios (for Year 12, if applicable for visa school classification) Date of entry, length of time for visa application to be processed Any special support / subjects / activities requested 	<ul style="list-style-type: none"> Director of Enrolments
8) Assess application	<ul style="list-style-type: none"> Assess Academic requirements according to Entry requirements policy Assess English language proficiency according to Entry requirements policy Assess Welfare requirements (is CAAW needed) Arrange interview if place is available 	<ul style="list-style-type: none"> Director of Enrolments

	<ul style="list-style-type: none"> • Post interview arrange reference check if an offer is being considered 	
9) Advise parents / agent if application is unsuccessful	<ul style="list-style-type: none"> • Student does not meet entry requirements or no place available • Refund any fees owing 	<ul style="list-style-type: none"> • Director of Enrolments
10) Create Letter of Offer and individualised written agreement if application is successful.	<ul style="list-style-type: none"> • Must include DIAC requirements: • Tuition costs • Course duration • Course description • Education provider code • Conditional offer of a place if applicable • Also • Written agreement to be signed (<i>See Checklist for contents of Written Agreement p.84</i>) • Information re payment of fees, including invoice • Information on how to progress the enrolment form this point 	<ul style="list-style-type: none"> • Director of Enrolments
11) When offer of place is accepted	<ul style="list-style-type: none"> • Check Written agreement and any attachments are complete and signed • Check fees have been paid (if applicable) • Confirm receipt of written agreement and fees • Create eCoE (and CAAW if applicable) • Check course cost or duration on eCoE is not greater than what is registered on PRISMS • Enter fees received in PRISMS • Forward eCoE to parents/agent for student visa application • Confirm welfare dates with parents/agent (If applicable) 	<ul style="list-style-type: none"> • Director of Enrolments
12) When advice of visa grant is received	<ul style="list-style-type: none"> • Record details in database • Provide pre-arrival information • Confirm arrival time and pick up arrangements, if applicable • Activate accommodation placement procedures • Ongoing liaison with family until arrival 	<ul style="list-style-type: none"> • Director of Enrolments • Enrolments Manager
13) On arrival	<ul style="list-style-type: none"> • Check arrival arrangements • Confirm arrival with parents / check student has contacted parents 	<ul style="list-style-type: none"> • Director of Enrolments • Enrolments Manager

	<ul style="list-style-type: none"> • Confirm arrival with relevant school staff • Confirm course start date in PRISMS 	
14) Begin student Orientation	<ul style="list-style-type: none"> • Director of Boarding/Head of Year to facilitate 	<ul style="list-style-type: none"> • Director of Boarding/Enrolments
15) Within 14 days of agreed commencement date	<ul style="list-style-type: none"> • Confirm course start date in PRISMS 	<ul style="list-style-type: none"> • Director of Enrolments
<ul style="list-style-type: none"> • ONGOING • Run PRISMS reports every term. • Enter required information in PRISMS within required timelines (see Checklist of Record Keeping and Reporting Obligations, below). • Confirm student contact details every 6 months 		<ul style="list-style-type: none"> • Director of Enrolments • Director of Boarding • Head of Year • Deputy Headmaster / Head of Senior School
THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 05/04/2022		

Fees, Refunds and TPS obligations

References: NC B St 2, St 2.1.7, NC B St 3, St 3.4, St 3.6; ESOS Act 2000, s18, s19, s21, s27, s47B, 47D, s47E, s47H; ESOS Regs 2019 s8 (2)(c)&(d) 2.01.2(b)&(c), s11 & s13; [PRISMS Provider User Guide](#); [Recent ESOS Changes FAQs](#)

<p>Brisbane Grammar School collects fees in accordance with requirements under ESOS legislation.</p> <p>This includes not receiving more than 50% of the student's total tuition fees for a course before the student has begun the course, unless the student or person responsible for paying tuition fees has chosen to pay more than this amount.</p> <p>Brisbane Grammar School refunds course fees in accordance with requirements under ESOS legislation.</p> <p>Information on tuition and non-tuition fees payable and Brisbane Grammar School's fees and refund policy is provided to students prior to enrolment and is part of the written agreement between the student and the School.</p> <p>NOTE: In the event that the terms of this Refund Policy for Student default prove to be non-compliant with Australian law, a full refund of any unused tuition fees* received by the school with respect to the student will be made within the period of four weeks after the day of student default.</p> <p>* Refund calculations are prescribed by a Legislative Instrument- Education Services for Overseas Students (Calculation of Refund) Specification 2014: http://www.comlaw.gov.au/Details/F2014L00907</p> <p>School Fees and Refund Policy are included in school documentation in:</p> <ol style="list-style-type: none"> Pre-enrolment information in the School's Written Agreement in the student's Orientation Handbook Website (Enrolments / Overseas Students) 	<p>NC B St 2 St 2.1.7 NC B St 3 St 3.1</p> <p>ESOS Act 2000 S27 S47B</p>
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<p>Providing Information About Fees for a Course</p> <p>The Director of Enrolments is responsible for notifying the National ESOS Authority via PRISMS of the required information about the estimated totals of tuition fees and non-tuition fees payable by the student for the course. It is strongly recommended that this be done on at least a yearly basis, or whenever there a change to the fees applied to overseas students.</p> <p>Fees on PRISMS are updated by completing a CRICOS Course Amendment form, which is available from the State regulator's website. The form must be submitted it to internationalregistration@qed.qld.gov.au.</p> <p>New course fees must be confirmed as being registered on PRISMS before they are applied to any new CoEs for overseas students.</p> <p>NOTE:</p> <p>In calculating and registering course costs on PRISMS, the school is not required to account for percentage increases that may apply over the duration of a registered course. Course costs need only be based on the fees that are applicable to the current year.</p>	<p>ESOS Regs 2019 s8(2)(c)&(d)</p>
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<p>Record Keeping Requirements in Relation to Fees</p> <p>Refer to Overview and Checklist of Tuition Fees and Non-Tuition Fees, and Recent ESOS Changes FAQs for details about record keeping requirements in relation to fees.</p>	<p>ESOS Act 2000 s19, s21</p>
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	ESOS Regs 2019 s13
Provider Default	
<p>1. Notification of Provider Default</p> <p>The Director of Enrolments is responsible for notifying the National ESOS Authority and the TPS Director via PRISMS within 3 business days of the provider default occurring as required under s46B(2) of the ESOS Act:</p> <p>Requirements for a notice of provider default</p> <p>For subsection 46B(2), the provider must enter, for each CoE, the information below into the specified fields in PRISMS:</p> <ul style="list-style-type: none"> (a) The date of the default (b) The reason for the default (c) The following contact details if known: <ul style="list-style-type: none"> (i) Physical address (ii) Email address (iii) Home phone number (iv) Mobile phone number 	<p>ESOS Act 2000 s46B(2)</p> <p>LI-ESOS Act 2000 s46B</p>
<p>2. Payment of Refund</p> <p>The Director of Finance is responsible for administering refunds owing within 14 days after the default day of provider default (the provider obligation period).</p>	<p>ESOS Act 2000 s46D</p>
<p>3. Notification of Outcome of Provider Default</p> <p>The Director of Enrolments is responsible for notifying the National ESOS Authority and the TPS Director via PRISMS within 7 days after the end of the Provider Obligation Period as required under s46F of the ESOS Act:</p> <p>Requirements of a notice – Provider default – discharge of provider obligations</p> <p>For section 46F, the provider must enter for each CoE, the information below into the specified fields in PRISMS:</p> <ul style="list-style-type: none"> (a) If the provider has not met their obligations in accordance with section 46D, the reasons for this; (b) If the provider has met their obligations in accordance with section 46D, whether this was under subsections (4) and (5) <i>Arranging alternative courses</i> or under subsections (6) and (7) <i>Providing a refund</i>; (c) If their obligations were met by arranging alternative courses: <ul style="list-style-type: none"> i. the date the provider met their obligations; ii. the CoE code of the alternative course accepted by the student (if known); and iii. confirmation that the provider has evidence of the student's acceptance of an offer of a place in an alternative course. (d) If their obligations were met by providing a refund: <ul style="list-style-type: none"> i. the amount of the refund; and ii. the date the refund was paid. 	<p>ESOS Act 2000 s46F</p> <p>LI-ESOS Act 2000 s46F</p>

Student Default	
<p>1. Giving Information about Accepted Students</p> <p>The <i>Director of Enrolments</i> is responsible for notifying National ESOS Authority via PRISMS within 14 days after the event specified below occurs if the student is less than 18 years old:</p> <ul style="list-style-type: none"> i. the prescribed information about an accepted student who does not begin his or her course when expected; ii. any termination of an accepted student's studies (whether as a result of action by the student or the provider or otherwise) before the student's course is completed <p>Otherwise this notice is required in PRISMS within 31 days.</p> <p>For the prescribed information about accepted students under ESOS Act 2000 s19.(1)(c) and (d), see ESOS Regs 2019 s10 and s11 (2) Item 12.</p>	<p>ESOS Act 2000 s19(1)(A) (a) s19(1) (c)(d)</p> <p>ESOS Regs 2019 s10 & 11</p>
<p>2. Payment of Refund</p> <p>The <i>Director of Finance</i> is responsible for administering refunds owing within the stated timeframes:</p> <ul style="list-style-type: none"> i. within the provider obligation period of 4 weeks after receiving a written claim from the student for circumstances that are covered by the written agreement ii. within the provider obligation period of 4 weeks after the student default day if the student is refused a visa or if the written agreement is not valid. 	<p>ESOS Act 2000 s47D ESOS Act 2000 s47E</p> <p><u>LI –ESOS Act 2000 s46D(7) & s47E(4)</u></p>
<p>3. Notification of Outcome for Student Default</p> <p>The <i>Director of Enrolments</i> is responsible for notifying the National ESOS Authority and the TPS Director via PRISMS within 7 days after the end of the Provider Obligation Period as required under s47H of the ESOS Act:</p> <p>Requirements of a notice - Student default in event of visa refusal or if there is no compliant written agreement in place - discharge of provider obligations</p> <p>Under sections 47H and 47E, the provider must enter, for each CoE, the information below into the specified fields in PRISMS:</p> <ul style="list-style-type: none"> (a) If the provider has not met their obligation under the Act, the reasons for this; (b) If the provider has met their obligations under s47 E (c) If their obligations were met in accordance with a claim under s47D(4): <ul style="list-style-type: none"> i. The amount of the refund ii. The date of the refund iii. Confirmation that the refund amount was calculated in accordance with the Legislative Instrument made under section 47E (4). 	<p>ESOS Act 2000 s47D s47E s47H</p>
Overview of tuition fees and non-tuition fees	
<p>Because the TPS is designed to protect student tuition fees, there is an important distinction between tuition fees and non-tuition fees.</p> <p>Tuition fees are defined in the s.7 of the ESOS Act 2000 as</p>	

fees a provider receives, directly or indirectly, from: (i) an overseas student or intending overseas student; or (ii) another person who pays the fees on behalf of an overseas student or intending overseas student; that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student...

s.7(2) ESOS Regulations 2019 prescribes fees that are included as tuition fees. These are:

- a) lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories, or practical experience, that:
 - i. form part of a course that the provider is providing, or offering to provide, to the student (whether or not they are a mandatory part of the course); or
 - ii. are intended to assist the student to progress in such a course; or
- b) matters ancillary to the activities mentioned in paragraph (a).

s7(3) ESOS Regulations 2019 prescribes fees that are excluded as tuition fees. These are considered to be non-tuition fees:

- a) books or equipment sold to the student; or
- b) health insurance; or
- c) administration; or
- d) accommodation (other than accommodation that the student occupies for a short time while undertaking training, excursions, fieldwork or practical experience to which paragraph (2)(a) applies); or
- e) assisting the student to apply for or hold a student visa.

The total amount of tuition fees for the entire course has to be included in Letters of Offer and when generating CoEs.

Written Agreements must

- i. itemise both tuition fees and non-tuition fees, circumstances in which additional fees may apply, and
- ii. clearly set out the period of time to which a particular payment of tuition fees relates (for refund calculation purposes), and
- iii. provide an estimated total course cost

There are limits on the amount of tuition fees that can be received before a student begins a course.

A school must not require more than 50% of a student's total tuition fees for a course before the student has begun the course. However, a student, or the person responsible for paying the tuition fees, can choose to pay more than 50% of tuition fees before the start of the student's course. In this case, the school should be able to provide evidence of choice in the amount of fees that have been paid up front. (See more information below.)

PRISMS requires reporting of amounts of tuition fees and non-tuition fees at various times:

- i. estimated totals of tuition and non-tuition fees for entire course are recorded against:
 - the registered course cost on PRISMS, and
 - the student's CoE (shown as 'Total Tuition Fee')

NB: this figure must match the course total/s quoted on the student's written agreement

- ii. amount of pre-paid tuition and pre-paid non-tuition fees received before commencement is recorded against:
 - the student's CoE (shown as 'Initial pre-paid tuition fees' and 'Other pre-paid non-tuition fees')
- iii. start and end dates for the period covered by tuition fees received are recorded against:
 - the student's CoE
- iv. whether OSHC has been paid for the student before the course begins is recorded against:
 - the student's CoE

Schools must keep records of all amounts of fees received directly or indirectly for tuition fees and non-tuition fees, and details of the any periods of time covered, as well as of any amounts not received for any period of time. Receipts of payments made by students under a written agreement must be kept at least 2 years after the person ceases to be an accepted student.

Notes:

- The “Estimated Total Course Cost” is the combination of estimated compulsory tuition and non-tuition fees. This appears under “Course Details” in the registered provider’s information on PRISMS.
- The estimated total course costs on the CoE (shown on the student’s CoE as ‘Total Tuition Fee’) will be compared with a provider’s fee information recorded in PRISMS, and providers will be in breach if amounts charged exceed amounts registered in PRISMS.
- All student visa holders are required to have adequate health insurance while they are in Australia. This means that the insurance must commence from the date the student arrives in Australia on their student visa and must be in effect until the student leaves Australia or moves to a non-student visa subclass. If a student visa holder is in Australia and does not hold health insurance, they are in breach of visa condition 8501, even if their course has not yet started.

Checklist for Tuition Fees and Non-tuition Fees

1. School documents (Written Agreements, Fees, Policies, Refund Policy, etc.) distinguish between **tuition fees** and **non-tuition fees**.
2. Definitions or references to **tuition fees** and other fees in school documents align with ESOS definitions and requirements.
3. Written Agreements include the total amount of **tuition and non-tuition fees** for the entire course.
4. CoEs include the total amount of **course fees** for the entire course.
5. The total amount of **course fees on the CoE** does not exceed the registered amount on PRISMS.
6. Written agreements itemise both **tuition fees** and **non-tuition fees**, and provide an **Estimated Total Course Cost**.
7. Written agreements set out the length of each **study period** for a course and the **tuition fees** for each **study period** for a course.
8. **Study periods** are not longer than 24 weeks.
9. The “**Estimated Total Course Cost**” is the combination of estimated compulsory **tuition** and compulsory **non-tuition fees**
10. A signed Written Agreement is received prior to or at the same time as Fees.
11. Fee invoices do not request payment of more than 50% of a student’s total tuition fees for a course before the student has begun the course.
12. Fee invoices after a student has started a course do not **require** any of the remaining tuition fees for the course to be paid more than 2 weeks before the beginning of the student’s second study period for the course.

13. There is a method of recording all dates and amounts of payment (and non-payment) of tuition fees and non-tuition fees and the period of time covered by each payment for PRISMS reporting purposes and within reporting timelines. See PRISMS [Provider User Guide](#) (How to Manage Payment Details).

Timelines for Reporting Provider Obligations in Case of Provider Default or Student Default

DAY OF PROVIDER DEFAULT	NOTIFY PRISMS and TPS DIRECTOR		3 Business days
	PROVIDER OBLIGATION PERIOD In the case of PROVIDER DEFAULT, a provider has 14 days to satisfy tuition protection obligations to an affected student, i.e., (i) offer the student an alternative place that is accepted by the student in writing OR (ii) arrange for the student to be offered a place in an alternate course at the provider's expense OR (iii) refund the unused portion tuition fees received by the provider for the course.	+	REPORT OUTCOMES Within 7 days after Provider Obligation Period
DAY STUDENT DEFAULT IS CONFIRMED	NOTIFY PRISMS and TPS DIRECTOR		5 Business days
	PROVIDER OBLIGATION PERIOD: UNDER A WRITTEN AGREEMENT Provider must pay a refund under written agreement to student or person specified in the written agreement, within 4 weeks after receiving a written claim from the student.	+	
	PROVIDER OBLIGATION PERIOD: IF NO VALID WRITTEN AGREEMENT/VISA IS REFUSED Provider must pay required refund amount prescribed under the Legislative Instrument Education Services for Overseas Students (Calculation of Refund) Specification 2014 within 4 weeks of the student default day if there is no valid written agreement, or if the student has been refused a visa in special cases.	+	REPORT OUTCOMES Within 7 days after Provider Obligation Period

+ Entry of any SCVs to be made in PRISMS within 14 days of student default for whatever reason if the student is under 18 years of age, and within 31 days if the student is over 18 years of age.

Checklist of Record Keeping and Reporting Obligations

- ☐ Notify PRISMS and TPS Director of Provider Default within 3 business days of default occurring.
- ☐ Attend to obligations in case of Provider Default within Provider Obligation Period of 14 days from day of Provider Default.
- ☐ Report how Provider Default obligations have been met within 7 days after Provider Obligation Period.
- ☐ Notify PRISMS and TPS Director of Student Default within 5 business days of default occurring.

- ☐ Attend to obligations in case of Student Default within Provider Obligation Period of 28 days from day of Student Default.
- ☐ Report how Student Default obligations have been met within 7 days after Provider Obligation Period.
- ☐ All changes to PRISMS records must be made within 14 days of the change coming into effect, including student course variations (SCVs). (See [SCV Quick Reference Guide](#) and [ESOS Regulations 2019 Div.1](#) for details.)
- ☐ Details of any payments of tuition fees received in a calendar month must be entered into PRISMS within 31 days of the end of the calendar month.
- ☐ Student contact details (and contact details for a parent / legal custodian if the student is under 18 years of age) must be confirmed in writing and updated as necessary at least every six months.
- ☐ Student and parent/legal guardian must notify school within 7 days if any of the following changes while student is in Australia and currently enrolled:
 - ☐ Current residential address, mobile number (if any) and email address (if any)
 - ☐ Who to contact in emergency situations
- ☐ Student assessment records must be retained for at least two years after the student ceases to be enrolled.
- ☐ Student details prescribed under s21(2) of the ESOS Act 2000 must be retained for at least two years after the student ceases to be enrolled.
- ☐ School Administration should be aware there are serious penalties for failure to meet provider obligations.

The following staff member / department is responsible for reviewing and updating School procedures for Fees, Refunds and TPS Obligations:

Jamie Smith

Director of Enrolments

The following staff member / department is responsible for reviewing and updating the School Refund Policy for Overseas Students:

Jamie Smith

Director of Enrolments

Information in this section should be checked and updated whenever there is a change of fee structure, information about payment of fees or refunds, or in regulations relating to fees or refunds.

THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 8/12/2022

Brisbane Grammar School Refund Policy

1. This policy outlines refunds applicable to course fees paid to the school including any course fees paid to an education agent to be remitted to the school. [e.g., in the case of course fees collected by IDP.]
2. 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.
3. The enrolment application fee is non-refundable.
4. Payment of Course Fees and Refunds

- (a) Fees are payable according to the invoice attached which outlines the School's bank details and reference.
 - (b) An itemised list of school fees is provided in the school's written agreement [as per NC Standard 3.3.4]
 - (c) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
 - (d) Refunds will be paid to the person who enters into the written agreement unless the school receives written advice from the person who enters the written agreement to pay the refund to someone else.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Director of Enrolments and ultimately, the Headmaster.
6. Student default because of visa refusal
- (a) If a student produces evidence of visa refusal (or provides permission for the school to verify visa refusal with the Department of Home Affairs (Immigration)) and fails to start a course on, or withdraws from the course on or before the agreed starting day, the school will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the school before the student's default day minus the non-refundable Application and Confirmation Fees.
 - (b) If a student whose visa has been refused withdraws from the course after it has commenced, the school will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken (along with App and Confirmation Fee) and will refund of any unused tuition fees* received by the school with respect to the student within the period of four weeks after the day of student default.

*Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).

PURPOSE

This policy applies to an overseas student whether within or outside Australia who has applied for or obtained a student visa and who is enrolled with the School, regardless of the status of the visa application, and his Parent or Guardian.

This policy sets out the School's policy about refunding fees, including the amounts which may be refunded and the processes for providing a refund.

A copy of this policy will be provided to the Parent or Guardian of an overseas student prior to them entering into any agreement with the School or making any payment in relation to a registered course. This policy forms part of the agreement between the Parent or Guardian and the School in respect of the overseas student's enrolment.

DEFINITIONS

Agreed Starting Day means the day on which the Course was scheduled to start or a later day agreed between the School and the Parent or Guardian.

Course means the course the School is providing (or offering to provide) to the student as set out in the letter confirming the overseas student's offer of placement at the School.

Default Day means:

- (a) the Agreed Starting Day;
- (b) the day on which the Course ceased to be provided;
- (c) the day on which the student withdraws; or
- (d) the day on which the School refuses to provide the Course to the student.

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

Non-tuition Fees means those fees other than Tuition Fees listed as non-tuition fees in the letter confirming the overseas student's offer of placement at the School.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the ESOS Act.

Tuition Fees means any fees received by the School, directly or indirectly, from the Parent or Guardian that are directly related to the provision of a Course that the School is providing (or offering to provide) to the student.

REFUNDS

The enrolment application fee is not refundable in any circumstances.

1. Where the School defaults

If either:

- (a) the School does not start to provide the Course for the student by the Agreed Starting Date; or
- (b) the Course ceases to be provided to the student at any time after the Course starts, but before it is completed (including where the Course is not provided by the School due to a sanction under the ESOS Act), and the student has not withdrawn from the Course by the Agreed Starting Date, then the School will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (School Default).

In the case of School Default, the following applies in relation to refunds:

(a) Tuition Fees

Any unspent Tuition Fees paid before the Default Day, that is, any tuition for which the Parent or Guardian has paid but which has not yet been delivered by the School to the student, will be refunded.

The School will calculate the amount to be refunded in accordance with the Education Services for Overseas Students (Calculation of Refund Specification) 2014. Currently the Specification provides for a proportionate refund based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate.

(b) Non-tuition Fees

Non-tuition Fees will not be refunded in the event of School Default.

Any contrary decision to refund Non-tuition Fees in the event of School Default is at the Headmaster's absolute discretion and will be made on a case by case basis. The Parent or Guardian does not have a right to a refund in any case.

2. Where the student defaults

If the student is unable to start the Course on the Agreed Start Date or seeks to withdraw from the Course at any time, the Parent or Guardian must notify the School's Registrar of this in writing and provide the reason for the student's inability to start or withdrawal from the Course.

If the Course starts by the Agreed Starting Date but:

- (a) the student does not start the Course on that day and has not previously withdrawn from the Course; or
- (b) the student withdraws from the Course (either before or after the Agreed Starting Day); or
- (c) the School refuses to provide (or to continue to provide) the Course to the student because:
 - (i) the student or the student's Parent or Guardian has failed to pay an amount the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course;
 - (ii) the student has breached a condition of his visa; or
 - (iii) of misbehaviour by the student (for example, a breach of the School's Code of Expectations and Behaviour for Students),

then the student will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (Student Default).

In the case of Student Default, the following applies in relation to refunds:

(a) Tuition Fees

Subject to the exception in section 2(c) below, Tuition Fees will not be refunded in the event of Student Default. However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(b) Non-tuition Fees

Subject to the exception in 2(c) below, Non-tuition Fees will also not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(c) Exception to section 2(a) and (b) – Student Default due to visa refusal

In the event that:

- (a) a student has been refused a student visa (the Parent or Guardian must produce evidence to the School that the application has been refused by the Australian immigration authorities); and
- (b) the refusal of the student visa was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the Course:
 - (i) the student's failure to start the Course on the Agreed Starting Day;
 - (ii) the student's withdrawal from the Course; or
 - (iii) the Parent or Guardian's failure to pay an amount that the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course,

then the School will provide a refund calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

Currently the Specification provides for:

- (a) where the student fails to start the Course or withdraws from the Course on or before the Agreed Starting Day, a full refund minus the lesser of: (a) A\$500.00; or (b) 5% of the total amount of Tuition Fees and Non-Tuition Fees that the School received from the Parent or Guardian for the Course before the Default Day; or
- (b) otherwise, a proportionate refund of Tuition Fees only based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate. Non-tuition fees will not be refunded.

3. Change to visa status

Where a student continues to have a visa, but the visa status changes (e.g. he becomes a permanent resident), this does not amount to Student Default, and the Parent or Guardian is not entitled to any refund of Tuition Fees or Non-tuition Fees. In this circumstance, all fees owing for the student for the remainder of that School year must be paid in accordance with the letter confirming the overseas student's offer of placement at the School.

PROCESS AND TIMEFRAMES FOR REFUNDS

Subject to the above, the following process and timeframes apply in relation to refunds:

1. Refunds by reason of School Default

The School will automatically provide the refund within 14 days after the Default Day.

2. Refund by reason of the exception – Student Default due to visa refusal

The School will automatically provide the refund within four weeks after the Default Day.

3. Arrangements

All refunds owed by the School in accordance with this policy will be:

- (a) paid directly to the Parent or Guardian, unless that person directs the School, in writing, to pay the refund to someone else; and
- (b) paid in Australian dollars (AUD\$)

Note: This policy and the availability of complaints and appeals processes do not remove the right of the student or Parent or Guardian to take action under Australia's consumer protection laws.

THE REFUND POLICY WAS LAST UPDATED BY Jamie Smith ON 05/04/2022

General Provider Obligations

References: ESOS Act 2000 s19, s21 (2) and (3); ESOS Regs 2019 Div 1 & 2

Giving information about accepted students

The Director of Enrolments is responsible for notifying the National ESOS Authority via PRISMS within the applicable number of days after the event specified occurs. This will be within 31 days, except for (c) and (d), which must be reported within 14 days for students who are less than 18 years old.

ESOS Act 2000
s19

19 Giving information about accepted students

(1) A registered provider must give the Secretary the following information within 14 days after the event specified below occurs:

ESOS Regs
2019 s.9,
s.10 & s.11

- (a) the name and any other prescribed details of each person who becomes an accepted student of that provider;
- (b) for each person who becomes an accepted student—the name, starting day and expected duration of the course for which the student is accepted;
- (c) the prescribed information about an accepted student who does not begin his or her course when expected;
- (d) any termination of an accepted student's studies (whether as a result of action by the student or the provider or otherwise) before the student's course is completed;
- (e) any change in the identity or duration of an accepted student's course;
- (f) any other prescribed matter relating to accepted students.

(1A) The applicable number of days is:

- (a) if the accepted student is less than 18 years old and the information is of a kind referred to in paragraph (1)(c) or (d)—14 days; or
- (b) otherwise—31 days.

For prescribed details and information required under s19 of the ESOS Act 2000, see [ESOS Regulations 2019](#): s9 for prescribed details for s19(1)(a) of the Act, s10 for prescribed information for s19(1)(c) of the Act and s11 for any other prescribed matter for s19(1)(f) of the Act.

For more information about prescribed details that must be maintained in PRISMS under the ESOS Regs 2019, see:

- [PRISMS News](#)
- [PRISMS Provider User Guide](#)
- [New Education Services for Overseas Student \(ESOS\) Regulations 2019](#)

Record Keeping

The Director of Enrolments is responsible for ensuring required records of student details are kept for at least two years after the student ceases to be enrolled. (However, records do not need to be kept up to date after cessation of enrolment.)

ESOS Act 2000
s21 (2) and (3)

ESOS Act s21(2)

The records must consist of the following details for each accepted student:

- (a) the student's current residential address;
- (b) the student's mobile phone number (if any);
- (c) the student's email address (if any);
- (d) any other details prescribed by the regulations.

ESOS Regs
2019 s13

ESOS Regulations 2019 s13 Details of which a registered provider must keep records

<p>1) For the purposes of paragraph 21(2)(d) of the Act, the records of each accepted student who is enrolled with a registered provider or who has paid any tuition fees for a course provided by the provider must include the following details:</p> <ul style="list-style-type: none"> a) the total of the tuition fees paid for the student for the course; b) for each amount of tuition fees paid for the student for the course: <ul style="list-style-type: none"> i) whether the amount was paid for the full course or part of the course; and ii) if the amount was paid for the full course—the duration of the course; and iii) if the amount was paid for part of the course—the duration of that part of the course; c) the total of the non-tuition fees paid for the student for the course; d) the total of the tuition fees and non-tuition fees paid for the student for the course; e) any tuition fees or non-tuition fees for the student for the course that: <ul style="list-style-type: none"> i) have become payable; and ii) have not been paid; f) copies of written agreements to which the provider and student are parties; g) the amount that the student will be charged to access the student’s records; h) if an agent of the provider facilitated, or is facilitating, the enrolment of the student—the following details: <ul style="list-style-type: none"> i) the agent’s name; ii) the address of the agent’s principal place of business; iii) if the agent is a body corporate—the address of the body corporate’s registered office; iv) the agent’s postal address (if different from the address mentioned in subparagraph (ii) or (iii)); v) the agent’s phone number, email address and website address (if any); vi) the agent’s ABN or ACN (if any); vii) the agent’s trading name or names (if any); viii) if the agent is a body corporate—the names of the body corporate’s directors; ix) if the agent is a registered migration agent—the agent’s Migration Agents Registration Number; x) the information mentioned in subsection (2) about each of the agent’s employees (if any) who were or are involved in the agent facilitating the enrolment. <p>2) For the purposes of subparagraph (1)(h)(x), the information about the employee is the following:</p> <ul style="list-style-type: none"> a) the employee’s name; b) the employee’s email address; c) if the employee is a registered migration agent—the employee’s Migration Agents Registration Number. 	
See also Checklist of Record Keeping and Reporting Obligations	
THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 05/04/2022	

Policy and Procedures for Deferring, Suspending or Cancelling a Student's Enrolment

References: NC B St 2, St 2.1.8, NC B St 5, NC B St 10, NC B St 9; ESOS Act 2000 s19, s47D; ESOS Regs 2019 Div 1

Brisbane Grammar School provides information to intending students about the grounds on which an enrolment can be deferred, suspended or cancelled prior to enrolment. Parents/students acknowledge that they have read this policy as part of the written agreement.

NC B St 2
St 2.1.8

The Policy for deferring, suspending or cancelling a student's enrolment is referred to in School documentation in:

1. Overseas Prospectus (currently being revised and updated)
2. The School's website (www.brisbanegrammar.com)
3. The School's Written Agreement
4. Student Orientation Package

See below for copies of:

- BGS Deferment, Suspension and Cancellation Policy
- A copy of the School's Code of Expectations and Behaviour
- Student application for Deferment of Commencement or Suspension of Studies
- Letter of intention to suspend or cancel enrolment
- Letter of intention to suspend or cancel enrolment in the case of extenuating circumstances

It is the role of the following staff members to undertake these steps in the event of a **student – initiated** request for a deferment or suspension of enrolment

Staff Member	Action	REF
Deputy Headmaster – Teaching & Learning	Assess student application for deferment or suspension of study Note that: <ul style="list-style-type: none"> • Suspensions must not exceed 6 months duration. • The impact of any deferment or suspension on a student's ability to complete the intended course of study (in accordance with their CoE and visa) needs to be assessed as part of the application process. Any implications need to be communicated to parents. 	NC B St 9 St 9.1
Headmaster	Approve or reject Student application for deferment or suspension of study	NC B St 9 St 9.1
Deputy Headmaster - Teaching & Learning	Record and advise the student of the outcome of the student application for deferment or suspension of study, and if the student request is granted, advise the student deferring or suspending his enrolment may affect his student visa	NC B St St 9.1 St 9.5
Director of Enrolments	Notify the National ESOS Authority via PRISMS as required under s19 of the ESOS Act where the student's enrolment is deferred or temporarily suspended.	NC B St 9 St 9.5 ESOS Act 2000 s19(c), (1A)(a)&(b)

	The notification is to be made within 14 days of suspension or deferment if a student is less than 18 years and within 31 days if a student is older than 18 years.	ESOS Regs 2019 s.10 and s.11ESOS Regs 2001 Div 3.1
Deputy Headmaster – Teaching & Learning & Director of Enrolments	Ensure all records for all steps above are kept on the student's file	NC B St 9 St 9.1
Director of Enrolments	For student-initiated deferment of enrolment: <ul style="list-style-type: none"> • Monitor student's new arrival date. If the student is further delayed, amend PRISMS with any new arrival date/s. For student-initiated suspension of enrolment: <ul style="list-style-type: none"> • Monitor student departure and return dates and amend PRISMS, if required. 	ESOS Regs 2019 s.11
It is the role of the following staff members to undertake these steps in the event of a <u>School – initiated</u> suspension or cancellation of enrolment. There are two options here, depending on whether or not there are extenuating circumstances.		
Headmaster	FIRST STEP <ul style="list-style-type: none"> • Make the decision to suspend or cancel a student's enrolment as per the school's behaviour policy/Code of Conduct provided in pre-enrolment information to the student, <u>and</u> assess if there are extenuating circumstances. • Assess if there are extenuating circumstances - i.e., if the student's health or wellbeing, or the wellbeing of others, is likely to be at risk. If extenuating circumstances exist, follow the relevant procedure below. 	NC B St 2 St 2.1.8 NC B St 9 St 9.4 St 9.6
Procedure for exclusion from class or suspension from school (no impact on CoE)		
Deputy Headmaster - Students	<ul style="list-style-type: none"> • Monitor student attendance and participation in agreed activities while excluded from class or school. 	
Deputy Headmaster - Students	<ul style="list-style-type: none"> • Ensure all records for all steps above are kept on the student's file. 	NC B St 9 St 9.1
Procedure for suspending or cancelling enrolment where extenuating circumstances do NOT exist (CoE will be impacted)		
Deputy Headmaster - Students	<ul style="list-style-type: none"> • If there are not extenuating circumstances, inform the student (through the parents) in writing via Notification Letter that: • the School intends to suspend or cancel the student's enrolment, and state the reasons for doing so. Advise the impact on the CoE and that, if made, the change will be visible to DHA. • the student has 20 working days to access the School's internal complaints and appeals process 	NC B St 9 St 9.4 St 9.3

	<ul style="list-style-type: none"> suspension or cancellation of enrolment may affect the student's visa. 	
Deputy Headmaster - Students	<ul style="list-style-type: none"> Process any appeal received. Supervise the student's conditions of continuing enrolment and care arrangements 	NC B St 5 NC B St 9 St 9.4 NC B St 10 St 10
Deputy Headmaster - Students	<ul style="list-style-type: none"> Advise the student in writing of the outcome of the appeal process including reasons for the outcome. 	NC B St 9 St 9.1 NC B St 10 St 10.2.6
Deputy Headmaster – Students & Director of Enrolments	<ul style="list-style-type: none"> If the outcome of the appeal favours the student, the School will also comply with NC B St 10.4. 	NC B St 10 St 10.2.6 St 10.4
Director of Enrolments	<ul style="list-style-type: none"> If the outcome of the appeal upholds the School's decision to suspend or cancel the enrolment, the School then notifies Department of Home Affairs (Immigration) via PRISMS within 14 days of this outcome. Continue to check suitability of care arrangements until one of the criteria in NC B St 5.6.1-4 is met. 	NC B St 9 St 9.5 NC B St 5 St 5.6
Director of Enrolments	<ul style="list-style-type: none"> Where the enrolment has been suspended, monitor student departure and return dates, and amend PRISMS if required. 	ESOS Regs 2019 s.11
Deputy Headmaster – Students & Director of Enrolments	<p>IN ALL CASES</p> <p>Record all outcomes and ensure all records for all steps above are kept on the student's file</p>	NC B St 9 St 9.1
Procedure for suspending or cancelling enrolment where extenuating circumstances DO exist (CoE will be impacted)		
Headmaster & Deputy Headmaster - Students	<ul style="list-style-type: none"> If the school decides there are extenuating circumstances relating to the welfare of the student, the School then determines how to deal with the situation. In very urgent or serious circumstances, the school might decide to immediately report the student's suspension or cancellation of enrolment in PRISMS without first offering or awaiting the outcome of a complaints and appeals process. 	NC B St 9 St 9.6 St 9.5.2
Deputy Headmaster - Students	<ul style="list-style-type: none"> Inform the student (through the parents) in writing via Notification Letter that: the School has (or intends to) immediately suspend or cancel his/her enrolment and state the reasons for doing so – including reference to the extenuating circumstances that exist the suspension or cancellation will impact the student's CoE. The change to the CoE, if made, will be visible to DHS. 	

	<ul style="list-style-type: none"> the student has 20 working days to access the School's internal complaints and appeals process. This can be done from offshore if necessary suspension or cancellation of enrolment may affect the student's visa. Note: if the parents believe the school's determination of 'extenuating circumstances' is inaccurate, they should contact DHA. 	
Deputy Headmaster - Students	<ul style="list-style-type: none"> Continue to check the suitability of the student's care arrangements (if necessary) as per the conditions in NC Standard 5.6, unless it is necessary to advise Department of Home Affairs (Immigration) via PRISMS that the School can no longer approve the care arrangements for the student. In this case, follow the procedure for reporting that the school can no longer approve welfare before making this report via PRISMS, so the Department of Home Affairs (Immigration) is aware of the situation and can monitor student movements if necessary. 	NC B St 5 St 5.6
Deputy Headmaster - Students	<ul style="list-style-type: none"> If the student accesses the School's complaints and appeals process, advise the student in writing of the outcome of the appeal process, including details of reasons for the outcome. 	NC B St 9 St 9.1 NC B St 10 St 10.2.6
Deputy Headmaster – Students & Director of Enrolments	<ul style="list-style-type: none"> Record all outcomes and ensure all records for all steps above are kept on the student's file. 	NC B St 9 St 9.1 NC B St 10
Director of Enrolments	<ul style="list-style-type: none"> In the case of a school-initiated suspension report the suspension in PRISMS, along with notes for reasons, and ensure the student has provided his/her latest contact details, including for offshore if returning home. If welfare issues arise, follow the procedure on p.56. 	ESOS Regs 2019 s.11

It is the role of the following staff members to undertake these steps in the event of any cancellation of student enrolment, whether this be **Student – initiated** or **School – initiated**, as any cancellation of enrolment is considered as **Student Default**

Staff Member	Action	REF
Director of Enrolments	Notify the National ESOS Authority / TPS Director via PRISMS as required under s19 of the ESOS Act where the student's enrolment is cancelled. The notification is to be made within 14 days of cancellation if a student is less than 18 years and within 31 days if a student is older than 18 years.	NC B St 9 St 9.5.2 ESOS Act 2000 s19 ESOS Regs 2019 s.11
Director of Finance (See also Sample School Refund Policy)	Arrange for any refund of course fees (tuition fees and non-tuition fees) to be paid as per the school's written agreement and refund policy within timelines required for provider or student default. (See Timelines for Reporting Provider Obligations in Case Of Provider Default or Student Default.)	NC B St 3 St 3.4 ESOS Act 2000 s47D

Further information is available on processes for handling complaints and appeals and timelines for reporting of students via the website of the Overseas Students Ombudsman (<http://www.ombudsman.gov.au/How-we-can->

[help/overseas-students](#)). In particular, see the [Better Practice Complaints Handling Guide for Education Providers](#) and [FAQs for private education providers](#) Specifically, see:

- Do providers have to wait for the Ombudsman complaint process to be completed, before cancelling a student's enrolment for a reason other than unsatisfactory course progress or attendance?

Administrative documents relating to the School's policy on deferring, suspending or cancelling a student's enrolment are:

- Student application for deferment of commencement or suspension of studies
- School letter for informing student of intention to suspend or cancel enrolment
- School letter for informing student of intention to suspend or cancel enrolment in the case of extenuating circumstances - i.e., if the student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

See copies of administrative documents below.

The following staff member / department is responsible for reviewing and updating the Policy on deferring, suspending or cancelling a student's enrolment and related administrative documents:

Jamie Smith

Director of Enrolments

THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 8/12/2022

Brisbane Grammar School Deferment, Suspension and Cancellation Policy

DEFINITIONS

Compassionate and Compelling Circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing, and may include but are not limited to:

- i. illness or injury, which is supported by a medical certificate stating the overseas student was unable to attend classes;
- ii. bereavement of a close family member such as a parent, sibling or grandparent (where required by the School, a death certificate should be provided);
- iii. major political upheaval or natural disaster in the overseas student's home country requiring emergency travel that has impacted or is likely to impact on the overseas student's studies; or
- iv. a traumatic experience which has impacted on the overseas student (supported by police or a psychologist's report where required by the School).

Extenuating Circumstances may include but are not limited to:

- v. the overseas student fails to comply with welfare and accommodation arrangements approved by the School (for students under 18 years of age);
- vi. the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new living arrangements;
- vii. the overseas student is missing;
- viii. the overseas student has medical concerns or severe depression or psychological issues which has led the School to fear for the overseas student's wellbeing;
- ix. the overseas student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the overseas student or others;
- x. the overseas student is at risk of committing a criminal offence;
- xi. the overseas student is the subject of an investigation relating to criminal matters; or
- xii. any other circumstance the School regards as serious which relates to the welfare of the overseas student.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a “registered provider” for the purposes of the Education Services for Overseas Students Act 2000 (Cth).

CoE is the ‘Confirmation of Enrolment’ - The CoE provides evidence of a student’s enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). This evidence is required before Home Affairs will issue a student visa. The CoE contains information about the Provider, agent (if involved), course and duration of study in which the student has enrolled.

Deferment of enrolment - to defer or suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, PRISMS of the deferment of enrolment. A student may request a temporary deferment to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student’s enrolment due to misbehaviour of the student.

Exclusion from class – when a student is not allowed to attend classes for a period of time but may access learning material offline.

Suspension from attending school - when a student is removed from school or class for a period of time. After a suspension, they will return to school or class. When considering suspending a student, the Principal must take into account the disruption to your child's learning, their disability, home circumstances, educational needs.

Suspension of enrolment - To suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, through PRISMS of the suspension of enrolment. A student may request a temporary suspension to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student’s enrolment due to misbehaviour of the student. It is important to note the meanings of the terms for this context – suspension of enrolment is not necessarily due to misbehaviour – suspension of enrolment may also be initiated by the student.

PRISMS - The Provider Registration and International Student Management System (PRISMS) is the system used to process information given to the Secretary of DEST by registered providers.

Cancellation of enrolment - The provider notifies the Department of Education through PRISMS that it wishes to permanently cancel (terminate) the student’s enrolment. Once this process is complete, the student’s CoE status will be listed as ‘cancelled’.

STUDENT REQUESTED DEFERMENT OR SUSPENSION OF ENROLMENT

- (a) If the Parents or Guardians seek to defer the commencement of enrolment, or suspend enrolment for the overseas student, an application should be made to the School in writing. A pro-forma application for deferment of commencement or suspension of enrolment is available in the School’s handbook for overseas students.
- (b) The School will only approve a deferment or suspension of enrolment where, in the School’s view, Compassionate and Compelling Circumstances exist justifying the deferment or suspension.
- (c) Applications will be assessed on merit by the Deputy Headmaster – Students. This may include a consideration of:
 - (i) whether Compassionate and Compelling Circumstances exist;
 - (ii) the written application requesting the deferment or suspension, or other documents or evidence provided by the overseas student or his Parent or Guardian; and/or
 - (iii) any other matter the Deputy Headmaster – Students considers relevant to the decision.
- (d) All applications for deferment or suspension will be considered by the Deputy Headmaster – Students within ten (10) working days of receipt.
- (e) The School will keep on the overseas student’s file documentary evidence of the assessment of the application for deferment or suspension, and a record of the Deputy Headmaster – Student’s decision to approve or reject the application.
- (f) Any period of approved suspension will not be included in attendance calculations for the purpose of the School’s Course Progress and Attendance Policy for Overseas Students.

STUDENT INITIATED CANCELLATION OF ENROLMENT

If the Parents or Guardians cancel the enrolment of the overseas student, they must provide written notice to the School as set out in the Student Enrolment Agreement.

SCHOOL INITIATED DEFERMENT OR SUSPENSION FROM ENROLMENT

- (a) The School may initiate a deferment or suspension of enrolment for an overseas student on the following grounds:
 - (i) misbehaviour by the overseas student; or
 - (ii) Compassionate or Compelling Circumstances.
- (b) The School will assess whether deferment or suspension of an overseas student is appropriate by having regard to:
 - (i) whether Compassionate and Compelling Circumstances exist;
 - (ii) the overseas student's behaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students; or
 - (iii) any other matter the School considers relevant to the decision.
- (c) Where the School initiates the suspension of an overseas student, the overseas student must abide by the conditions of his suspension from enrolment, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster - Students.
- (d) Where a decision is made by the School to suspend an overseas student for 28 days or less, the overseas student must continue to meet the academic requirements of the course.
- (e) Where a decision is made by the School to suspend an overseas student for more than 28 days, the overseas student is required to return to his home country unless the School determines that special circumstances exist (e.g. the overseas student is medically unfit to travel).
- (f) If the School determines special circumstances exist that require the overseas student to remain in Australia for the duration of the suspension, the overseas student must abide by the conditions of his suspension, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster – Students.
- (g) Any period of suspension will not be included in attendance calculations for the purpose of the School's Course Progress and Attendance Policy for Overseas Students.

SCHOOL INITIATED CANCELLATION OF ENROLMENT

The School may cancel the enrolment of an overseas student in the following circumstances:

- (a) the Parents or Guardians fail to pay course fees when due and owing or otherwise do not comply with the terms of the letter confirming the overseas student's offer of placement at the School;
- (b) the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new arrangements;
- (c) the overseas student fails to comply with the welfare and accommodation arrangements approved by the School;
- (d) the overseas student engages in misbehaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students, including without limitation:
 - (i) failing to behave in a manner which enhances the overseas student's reputation and the reputation of the School;
 - (ii) failing to follow the rules and expectations as outlined in the School Handbook;
 - (iii) disrespecting the School's teachers or other staff members;
 - (iv) causing harm to others;

- (v) interfering with the property of others;
- (vi) bringing the School into disrepute; or
- (vii) being involved with drugs (including cigarettes and alcohol); or
- (e) the overseas student fails to maintain satisfactory course progress or satisfactory attendance which results in the School notifying the Department of Education and Training via PRISMS. Refer to the School's Course Progress and Attendance Policy for Overseas Students.

DECISION OF THE SCHOOL TO DEFER, SUSPEND OR CANCEL ENROLMENT

- (a) Where the School intends to suspend or cancel the enrolment of an overseas student, the School will notify the overseas student, through the Parents or Guardians:
 - (i) of the School's intention to defer, suspend or cancel the overseas student's enrolment;
 - (ii) of the ability to access the School's internal complaints and appeals process under the Complaints and Appeals Policy for Overseas Students within 20 working days;
 - (iii) that deferment, suspension or cancellation of enrolment can affect the overseas student's visa, and the Parents or Guardians should contact the Department of Home Affairs (DHA) for advice.
- (b) The School will keep on an overseas student's file documentary evidence of the assessment of the School's decision to defer, suspend or cancel the enrolment of the overseas student.

COMPLAINTS AND APPEALS

- (a) School initiated deferment or suspension from enrolment or cancellation of enrolment is subject to the School's internal complaints and appeals process under the School's Complaints and Appeals Policy for Overseas Students.
- (b) If the Parents or Guardians access the School's internal complaints and appeals process in relation to a School initiated deferment, suspension or cancellation, the deferment, suspension or cancellation of the overseas student's enrolment will not take effect until the internal complaints and appeals process is completed, unless Extenuating Circumstances exist. The Deputy Headmaster – Students will determine if participation will be in class or under a supervised arrangement outside of classes.
- (c) The final determination of whether Extenuating Circumstances exist is at the Headmaster's sole discretion.
- (d) In the case of a School initiated deferment, suspension or cancellation of enrolment:
 - (i) The Parents or Guardians may also lodge an external complaint or appeal to the Overseas Student Ombudsman, which must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal Formal Complaint or Appeal; however
 - (ii) The School is not required to await the outcome of an external appeals process before notifying DET through PRISMS of a decision to defer or suspend the enrolment due to misbehaviour, or to cancel the enrolment.

CONSEQUENCES OF DEFERMENT, SUSPENSION OR CANCELLATION

- (a) Any deferment, suspension or cancellation of enrolment (whether by the School or on behalf of the student) may have an effect on an overseas student's visa. Parents and Guardians should contact DHA for advice should there be a change to the student's enrolment status.
- (b) The School is required to notify the Department of Education and Training via PRISMS if:
 - (i) the overseas student's enrolment is deferred, including the proposed duration of the deferment and any changes to the proposed date of the deferment of enrolment;
 - (ii) the overseas student's enrolment is suspended, including the proposed duration of the suspension and any changes to the proposed end date of the suspension; and
 - (iii) the overseas student's enrolment is cancelled (whether the cancellation is a result of action by the student or the School or otherwise).
- (c) The School's Accommodation Policy sets out the accommodation, support and welfare requirements for overseas students, including in the event of suspension or cancellation of enrolment.

REFUNDS

The School's Refund Policy for overseas students sets out the School's policy about refunding fees in the event of cancellation of enrolment, including the amounts which may be refunded and the processes for providing a refund.

Code of Expectations and Behaviour for Students

1. School community have a responsibility to practise and promote tolerance and the valuing of individual differences and to uphold the value of courtesy, compassion, cooperation and care for others.
2. Students are encouraged to form an understanding of their role within the broader community and the mutual obligations of community members.
3. All students must support the rights of members of the School community to be free from bullying, harassment and discrimination. (see Towards a Safe and Secure Learning Environment: A Policy on Bullying and Discrimination)
4. The School encourages students to achieve their full potential academically. It is therefore expected that each student will cooperate with his teachers in taking responsibility for his own progress by diligent preparation and participation in the learning process. It is important that no student, through poor behaviour or lack of concern, interferes with the rights of others to pursue their studies.
5. Students will behave in a manner which enhances their reputation and the reputation of the School. This obligation extends to behaviour outside the School, outside School functions and outside School hours, for example, at social functions whether or not connected with the School. Students will also be subject to and follow the policies, practices, rules and expectations written in the School Record Book. Disrespect to staff, causing any harm whatsoever to others, interference with the property of others, bringing the School into disrepute or involvement with drugs (including cigarettes and alcohol) are regarded as serious behavioural issues in breach of this Code.
6. Students must not leave the grounds during school time without first obtaining permission as outlined in the School Record Book. Except in the case of illness, students must be in attendance on all school days unless leave has been granted by the Deputy Headmaster - Students.
7. Students at Brisbane Grammar School are expected to take pride in their personal appearance and School uniform. Students will present themselves in a way which both complies with School requirements and shows respect for themselves and their School.
8. Students are encouraged to participate in a wide range of activities, and are expected to support others by attending events such as Concerts, Plays, Speech Night, competition fixtures and GPS Championships. We value the cooperation, commitment over time and responsibilities associated with membership of teams and groups.

Being enrolled at the School implies acceptance of this Code of Expectations and Behaviour. Students who breach this Code of Expectations and Behaviour may face disciplinary action including detentions, suspension (whether from School or from any particular School activity) or expulsion from the School, which the School in its sole discretion determines is appropriate in all the circumstances.

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Student Application for Deferment of Commencement or Suspension of Studies

Please read the Deferment, Suspension and Cancellation Policy before filling out this form to see if you meet the requirements to be granted a deferment of commencement or suspension of studies.

Student's Name: _____ Year: _____

Current address in Australia:

Address in home country:

Phone _____

Phone _____

Email _____

I am applying for

- ☐ A deferment of commencement of studies
- ☐ A suspension of studies

Please state why you wish to defer/suspend your studies.

Attachments: Attach any relevant supporting documentation.

This application will be assessed once all documentation has been received. The School may ask for more documentation if it requires it. Applications will be processed in 10 working days of receipt.

Students are required to comply with the conditions of their visa, including maintaining enrolment in a registered course of study. Changes to a student's enrolment status, such as deferment, suspension and cancellation of enrolment can have an effect on a student's visa. The Department of Home Affairs Website provides further detail regarding the conditions of the visa and obligations of students <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500>. Students who have not yet commenced their studies at Brisbane Grammar School should also visit the Home Affairs website <https://immi.homeaffairs.gov.au/help-support/contact-us>.

Parent/Guardian signature: _____

Date: _____

Reporting breaches of attendance and course progress

Education providers must report students who do not comply with the attendance or course progress requirements of their visa through the [Provider Registration and International Student Management System](#) (PRISMS) system.

For advice on using PRISMS, contact the PRISMS Help Line at 02 6240 7647 or send an email to prisms@education.gov.au

Report students who:

- do not achieve satisfactory attendance
- withdraw from a course
- do not maintain satisfactory course progress

Students must be informed in writing of the intention to report and be able to access a complaints and appeals process under the National Code of Practice for Providers of Education and Training for Overseas Students.

Detailed information about education providers' reporting responsibilities is available on the [International Education](#) website and [Student Course Variation report options quick reference guide \(122KB PDF\)](#).

Responsibilities for students under 18 years of age

If you are approving care arrangements for students younger than 18 years of age, you must:

- give the student a Confirmation of Appropriate Accommodation and Welfare (CAAW) confirming that appropriate arrangements have been made for the student's accommodation, support and general welfare. The period nominated by the provider must be at least the length of the student's Confirmation of Enrolment (CoE) plus 7 days at the end of the CoE or until the student turns 18
- report through PRISMS any changes to the care arrangements, including the type of accommodation for example, if the student moves from a boarding school to a homestay.

This information is required to ensure compliance with Public Interest Criterion 4012A and visa condition 8532.

We strongly advise you to use the standard letters available from the [PRISMS](#) for confirming welfare arrangements and notifying of changes.

Detailed information about education providers' responsibilities is available on the [International Education](#) website.

(<https://immi.homeaffairs.gov.au/programs-subsite/Pages/education-program-provider-responsibilities.aspx>)

School Letter for Informing Student of Intention to Suspend or Cancel Enrolment

Date

«Title» «First_Name» «Surname»
«Street»
«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:
Year

This letter is to inform you that Brisbane Grammar School intends to suspend <<Preferred>>'s enrolment for days/weeks/months OR cancel <<Preferred>>'s enrolment.

This is due to: INSERT DETAILS

Students are required to maintain the condition of their visa, including maintaining enrolment in a registered course of study. Deferment, suspension and non-commencement of enrolment can have an effect on a student's visa as a result of changes to enrolment status. Students can visit the Home Affairs Website for further information about their visa conditions and obligations <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500>.

If you are not satisfied with the outcome of this internal process you may complain or lodge an external appeal about the School's decision/action with the Overseas Student Ombudsman, at no cost. You have 20 working days in which to appeal the School's decision in accordance with the School's Complaints and Appeals Policy attached.

Please advise the School in writing if you

- i. decide not to appeal this decision
- ii. intend to appeal this decision
- iii. decide to withdraw from the appeals process after it has commenced.

If you choose to appeal, until the process is complete, you must continue to maintain your conditions of enrolment.

Yours sincerely

School Letter for Informing Student of Intention to Suspend or Cancel Enrolment in the Case of Extenuating Circumstances

Date

«Title» «First_Name» «Surname»
«Street»
«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:
Year

This letter is to inform you that Brisbane Grammar School intends to suspend <<Preferred>>'s enrolment for days/weeks/months OR cancel <<Preferred>>'s enrolment.

This is due to: INSERT DETAILS

Impact on CoE and study plan: DESCRIBE IMPACT

Suspension and cancellation of enrolment can have an effect on a student's visa as a result of changes to enrolment status. Please contact the Department of Home Affairs (Immigration) to see if this will affect you. Please see contact details at: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

Students are required to maintain the condition of their visa, including maintaining enrolment in a registered course of study. Deferment, suspension and non-commencement of enrolment can have an effect on a student's visa as a result of changes to enrolment status. Students can visit the Home Affairs Website for further information about their visa conditions and obligations <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500>.

If you are not satisfied with the outcome of this internal process you may complain or lodge an external appeal about the School's decision/action with the Overseas Student Ombudsman, at no cost. You have 20 working days in which to appeal the School's decision in accordance with the School's Complaints and Appeals Policy attached.

However, Brisbane Grammar School has determined that extenuating circumstances apply in this case. INSERT DETAILS

For this reason, the School will suspend/cancel your enrolment immediately. This will not affect your ability to access the complaints and appeals processes of the school.

Please advise Name of School in writing if you

- i. decide not to appeal this decision
- ii. intend to appeal this decision
- iii. decide to withdraw from the appeals process after it has commenced.

Yours sincerely

Overseas Student Transfer Procedure

References: NC B St 5, NC B St 7, NC B St 10

Brisbane Grammar School provides information to overseas students and staff about the School's transfer policy.

Brisbane Grammar School's Overseas student transfer policy and processes apply to:

- overseas students requesting to transfer prior to completing the first six months of their first registered school sector course or
- where the student has completed the first six months of their enrolment in their first registered school sector course and wishes to transfer but the provider holds welfare responsibility via a CAAW.

Under NC B St 7.3.1, if a student is under 18 years of age, there must be written confirmation that the parent or legal guardian supports the transfer, and the receiving provider's Letter of Offer must confirm acceptance of welfare responsibilities from the date of student release under Standard 5 (if applicable) to ensure there are no welfare gaps before the student's request can be assessed.

Information about the School's transfer policy is provided to students as part of the written agreement between the student and the School as a condition of enrolment. The Transfer Policy appears in

1. Overseas Prospectus (currently being revised and updated)
2. The School's website (www.brisbanegrammar.com)
3. the School's Written Agreement
4. Orientation package

CHECKLIST FOR STUDENT TRANSFERS

1. For student transferring FROM Brisbane Grammar School TO another provider and the student has NOT completed his course

- ☐ Advise circumstances in which a transfer will be granted (NC B 7.2. 2)
Advise circumstances considered as reasonable grounds for refusing student's request, including when a transfer can be considered detrimental to student.
(NC B 7.2. 3)
- ☐ Advise that a student under 18yo cannot be given a letter of release for transferring from the principal course of study or preliminary packaged courses for a period of six months and conditions unless the criteria in NC B St 7.3.1 and St 7.3.2 are met, i.e.,
 - sight a letter of offer from other provider
 - if the student is under 18, check the student has written permission from a parent / legal guardian
 - if the student is under 18, and if applicable, check the other provider has confirmed responsibility for approving welfare arrangements and there is no gap in welfare dates
- ☐ Timeframe for assessing and responding to request for transfer, keeping in mind the 6 months restriction in St. 7 (NC B St 7.2. 4)
- ☐ The processing of a transfer request and subsequent release (if granted) must be at no cost to the student. Upon granting a transfer, the school must advise the student that he/she must contact Department of Home Affairs (Immigration) to ask whether a new visa is required. Provide Department of Home Affairs (Immigration) contact details: <https://immi.homeaffairs.gov.au/help-support/contact-us> (NC B St 7.4)

- ☐ The Letter of Offer must include the date from which the school will accept welfare responsibility (if required) for any transferring student under 18yrs. The welfare responsibility should transfer from the releasing provider to the receiving provider 7 days from the student's last day of study with the releasing provider, unless both providers agree to a different date.
- ☐ All records for requests for transfers and outcome decisions will be kept on the student's file for two years after the student ceases to be an accepted student. (NC B 7.7)

2. For student transferring TO Brisbane Grammar School FROM another provider, and the student has NOT completed the course

- ☐ A student who is currently enrolled in another registered provider's course may only be enrolled at Brisbane Grammar School prior to completion of enrolment in the first six months of enrolment in his/her first registered school sector course of study if: (NCS 7.1)
 - The original provider has confirmed the student's release in PRISMS, recording also the date of effect and reason,
 - the original registered provider / course has ceased to be registered,
 - the original registered provider has had a sanction imposed by a relevant registration authority that prevents the student from continuing enrolment in the first registered school sector course, or
 - any government sponsor of the student provides written support for a change of course to be in the student's best interests.
- ☐ Confirm in PRISMS that the student is currently enrolled with another provider. The student will only need approval for release from the other provider (via PRISMS) if they have not yet completed 6 months of their first registered school sector course with that provider.

If the other provider's approval is required for release, the student will need a Letter of Offer from your school so that they can give it to their current provider. (If the intending student is under 18yo, your school will also need to give a written undertaking to take over welfare from the student's date of release. This information should be included with the Letter of Offer.)

Brisbane Grammar School MUST NOT create a CoE until PRISMS shows that the student is released by the current provider. (NC B St 7.2.1 and St 7.3)

The welfare responsibility should transfer from the releasing provider to the receiving provider 7 days from the student's last day of study with the releasing provider, unless both providers agree to a different date.

- ☐ Where the transfer request is approved by the other provider, confirmation of release from the student's current course is provided to the School via PRISMS. (NC 7.1.3)

3. Prior to accepting a student wishing to transfer from another provider, Brisbane Grammar School will apply criteria for course entry requirements and should be satisfied that the student has demonstrated a commitment to studies during the course, had a good attendance record for the course, and paid all fees for the course.

(*NB: If the student is transferring from another state, it may be useful to utilise the [Interstate Student Data Transfer Note and Protocol for Non-government Schools](#).)

It is the role of the following staff members to undertake these steps in the event of a student requesting to transfer FROM the School:

Staff Member	Action	REF
Director of Enrolments	Process student application for transfer within stated timeframe	NC B St 7 St 7.3

	<ul style="list-style-type: none"> check documentation is complete (there is a Written Agreement from new registered institution, as well as any other requirements under NC D St 7.3 if student if under 18yo) 	NC B St 5 St 5.7
Director of Enrolments	<ul style="list-style-type: none"> if request is denied, provide letter giving grounds for refusal, based on transfer policy, and advise student he can access complaints and appeals process 	NC B St 7 St 7.2.3 St 7.5 NC B St 10
Director of Enrolments	<ul style="list-style-type: none"> check if refund is applicable 	
Director of Enrolments	<p>If request is granted,</p> <ul style="list-style-type: none"> Release student at no cost, recording the required information in PRISMS. Advise student to contact Department of Home Affairs and provide contact details: https://immi.homeaffairs.gov.au/help-support/contact-us Fulfil all reporting refund and reporting obligations as required for cancellation of student enrolment. 	NC B St 7 St 7.4
Director of Enrolments	<ul style="list-style-type: none"> Maintain records of all requests from overseas students for a release and the assessment of, and decision regarding, the request for two years after the overseas student ceases to be an accepted student. 	NC B St 7 St 7.7
It is the role of the following staff members to undertake these steps in the event of a student requesting to transfer TO the School		
Director of Enrolments	<ul style="list-style-type: none"> Check via PRISMS if student is already enrolled with another provider. If school agrees to accept student, provide a Letter of Offer (and an undertaking to take over welfare from date of release if student is under 18yo). 	NC B St 7 St 7.1 NC B St 5 St5.7
Director of Enrolments	<ul style="list-style-type: none"> Create CoE ONLY AFTER there is confirmation in PRISMS that student is released by the current provider. 	NC B St 7 St 7.1.3
Director of Enrolments	<ul style="list-style-type: none"> If student is from interstate, lodge Interstate Student Data Transfer Note 	
Director of Enrolments	<ul style="list-style-type: none"> File all documents relating to transfer request on student's file and maintain for two years after the overseas student ceases to be an accepted student. 	NC B St 7 St 7.7
<p>Administrative documents relating to the School's policy on student transfer are:</p> <ul style="list-style-type: none"> Transfer request assessment flowchart. Student application for Transfer (over 18 years of age must include Letter of Offer from receiving registered education provider; under 18 years of age must include all three attachments below: <ul style="list-style-type: none"> Letter of Offer from receiving registered education provider permission from parent / legal custodian 		

<ul style="list-style-type: none"> – confirmation receiving registered education provider will undertake welfare from date of student's release. • School's letter to advise transfer request is denied, giving grounds for refusal and advising of student's right to appeal. • School's Letter of Grant advising the student must contact Department of Home Affairs to ask whether a new visa is required and provide Department of Home Affairs contact details: https://immi.homeaffairs.gov.au/help-support/contact-us. <p>See below for copies of administrative documents.</p>	
Overseas student has completed the first six months of their first registered school sector course & Brisbane Grammar School holds CAAW for the transferring student	
Director of Enrolments	<ul style="list-style-type: none"> • Check the student has submitted a Letter of Offer from receiving provider, confirming the date the receiving provider will assume welfare responsibility. <p>The welfare responsibility should transfer from the releasing provider to the receiving provider 7 days from the student's last day of study with their leasing provider, unless both providers agree to a different date.</p> <p>Check that the transfer request has been signed by the parent/guardian.</p>
Director of Enrolments	<ul style="list-style-type: none"> • Once the agreed release date has passed, create a SCV in PRISMS within 14 days advising of the transfer.
Procedure for students transferring TO Brisbane Grammar School	
Director of Enrolments	<ul style="list-style-type: none"> • Check via PRISMS if student is already enrolled with another provider. • Provide a Letter of Offer confirming the welfare transfer date. <p>The welfare responsibility should transfer from the releasing provider to the receiving provider 7 days from the student's last day of study with the releasing provider, unless both providers agree to a different date.</p>
Director of Enrolments	If student is from interstate, lodge Interstate Student Data Transfer Note
The following staff member / department is responsible for reviewing and updating the Transfer Policy:	
Jamie Smith	Director of Enrolments
THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 05/04/2022	

Brisbane Grammar School Student Transfer Request Policy

OVERVIEW

Brisbane Grammar School's Overseas student transfer policy and processes apply to:

- overseas students requesting to transfer prior to completing the first six months of their first registered school sector course or
- where the student has completed the first six months of their enrolment in their first registered school sector course and wishes to transfer but the provider holds welfare responsibility via a CAAW.

In this policy, "six (6) months" means six calendar months from the date the student starts the course, not including any period of deferment or suspension.

TRANSFER OF AN OVERSEAS STUDENT TO ANOTHER SCHOOL BEFORE SIX (6) MONTHS

1. Overseas students are restricted from transferring from their first registered school sector course of study for a period of six months. This restriction also applies to any course(s) packaged with their first registered school sector course of study. Exceptions to this restriction are:
 - a) If the student's course or school becomes unregistered
 - b) The school has a government sanction imposed on its registration
 - c) A government sponsor (if applicable) considers a transfer to be in the student's best interests
 - d) If the student is granted a release in PRISMS.
2. Students can apply to be released by submitting a Student Transfer Request Application at no charge to enable them to transfer to another education provider. However, if a student has not completed the first six months of the first registered school sector course of study or is under 18 years of age, conditions apply.
3. Brisbane Grammar School will only release a student before completing the first six months of their first registered school sector course in the following circumstances:
 - a) The student has changed welfare and accommodation arrangements and is no longer within a reasonable travelling time of the school.
 - b) The student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with Brisbane Grammar School's intervention strategy to assist them in accordance with Standard 8 (Overseas student visa requirements).
 - c) The student provides evidence of compassionate or compelling circumstances.
 - d) Brisbane Grammar School fails to deliver the course as outlined in the written agreement.
 - e) The student provides evidence that their reasonable expectations about their current course are not being met.
 - f) The student provides evidence that he was misled by Brisbane Grammar School or an education or migration agent regarding Brisbane Grammar School or its course and the course is therefore unsuitable to his/her needs and/or study objectives.
 - g) An appeal (internal or external) on another matter results in a decision or recommendation to release the student.
 - h) Any other reason stated in the policies of Brisbane Grammar School.

4. Students under 18 years of age MUST also have:
 - a) Written evidence that the student's parent(s)/legal guardian supports the transfer application
 - b) Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative
5. Brisbane Grammar School will NOT agree to the transfer before the student completes the first six months of their first registered school sector course in the following circumstances:
 - a) The student's progress is likely to be academically disadvantaged
 - b) Brisbane Grammar School is concerned that the student's application to transfer is a consequence of the adverse influence of another party
 - c) The student has not had sufficient time to settle into a new environment in order to make an informed decision about transfer
 - d) The student has not accessed school support services which may assist with making adjustments to a new environment, including academic and personal counselling services
 - e) School fees have not been paid for the current term/semester.
6. To apply for transfer to another provider, students need to:
 - a) Complete an Application for Student Transfer Form.
 - b) Give this completed application form and a valid offer of enrolment from another provider for assessment.
 - c) If under 18 years of age, attach written confirmation of the parent/s or legal guardian/s support for the transfer to the nominated provider.

In this case, the valid offer of enrolment must also confirm the new provider's acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from Brisbane Grammar School, in accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.

7. Brisbane Grammar School will assess the student's transfer request application and notify the student of a decision within 10 working days.
8. If Brisbane Grammar School grants the student's transfer request, the student will be notified, and the decision will be reported to the Department of Home Affairs (Immigration) via PRISMS.
9. If Brisbane Grammar School intends to refuse the student's transfer application request, Brisbane Grammar School will provide the student with reasons for refusal in writing and include a copy of Brisbane Grammar School 's complaints and appeals policy. The student has the right to access Brisbane Grammar School 's complaints and appeals process and has 20 working days to do this. The student's transfer request application will only be finalised in PRISMS after one of the following occurs:
 - a) the student confirms in writing they choose not to access Brisbane Grammar School 's complaints and appeals process, or
 - b) the student confirms in writing they withdraw from any appeals process they have commenced, or
 - c) the appeals process is completed, and a decision has been made in favour of the student or Brisbane Grammar School.

10. Applications to transfer to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications:
<https://immi.homeaffairs.gov.au/help-support/contact-us>.

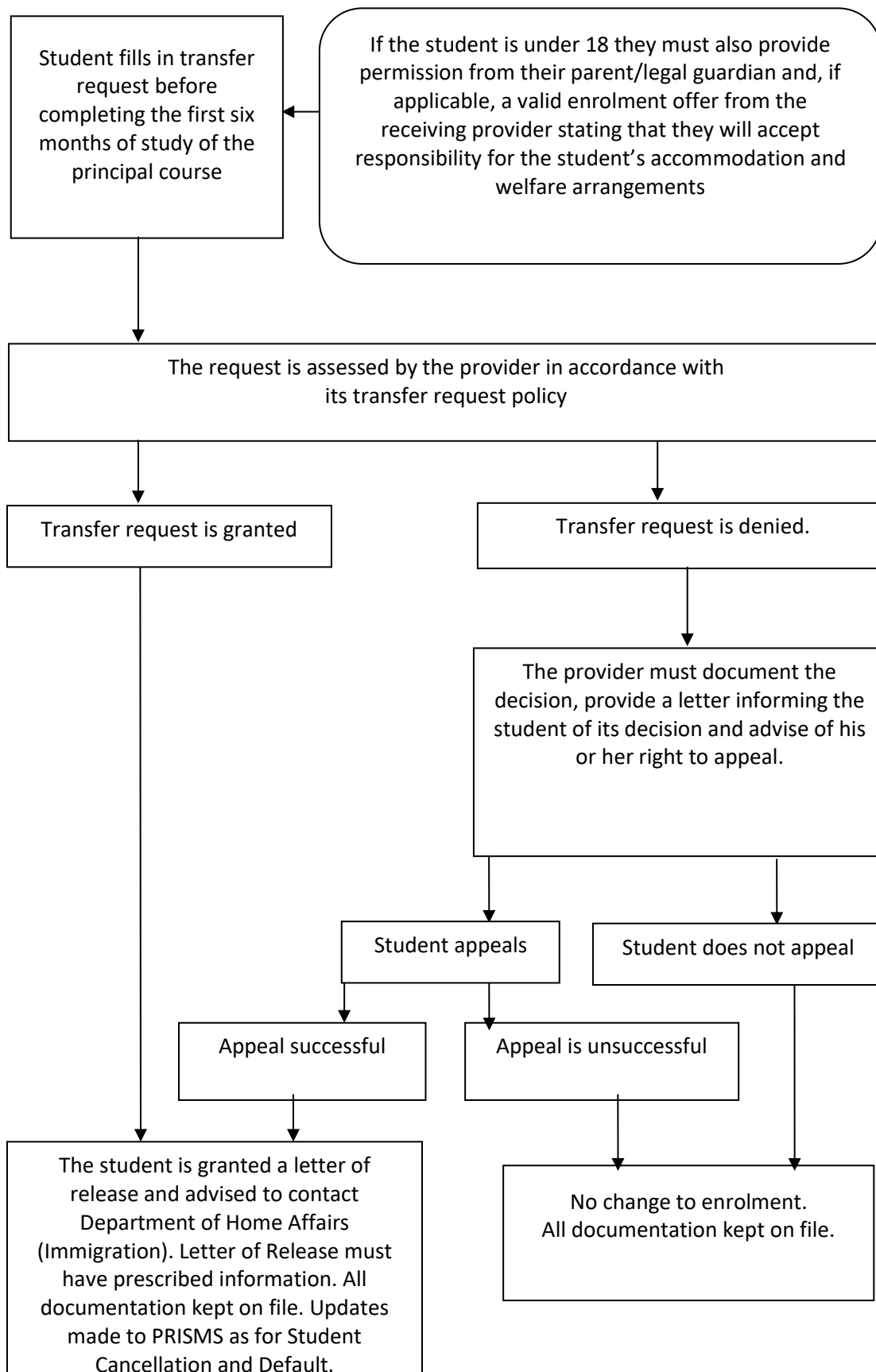
STUDENTS WHO ARE NO LONGER SUBJECT TO THE TRANSFER RESTRICTION WHERE BGS HOLDS WELFARE RESPONSIBILITY VIA A CAAW

11. Students under 18 years of age MUST have:
- a) Written evidence that the student's parent(s)/legal guardian supports the transfer application
 - b) Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative.
12. To apply for transfer to another provider, students need to:
- a) Complete an Application for Student Transfer Form.
 - b) Give this completed application form and a valid offer of enrolment from another provider to the Deputy Headmaster for assessment and response within 10 working days.
 - c) If under 18 years of age, attach written confirmation of support for the transfer to the nominated provider by a parent/s or legal guardian/s.

In this case, the valid offer of enrolment must confirm acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from Brisbane Grammar School in accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.

13. Brisbane Grammar School will negotiate the welfare transfer date with the receiving provider and will advise the student of the welfare transfer date within 10 working days.
14. Transfers to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications:
<https://immi.homeaffairs.gov.au/help-support/contact-us>.

Student Transfer Request Assessment Flowchart



Application for Student Transfer/Letter of Release

Please read the attached Student Transfer Request Assessment Policy before filling out this application form to request a transfer to another education provider, if you have not yet completed the first six months of your first school sector course OR if you are under 18 years of age.

Student's Name: _____

Year: _____

Current address in Australia:

Address in home country:

Phone:

Email:

Please state why you wish to transfer to another school.

Please indicate if any of the following apply:

- ☐ I have not yet completed the first six months of my first school sector course
- ☐ I am under 18 years of age
- ☐ I have completed the first six months of my first school sector course
- ☐ I am over 18 years of age

Please note, if you have completed the first six months of first school sector course AND you are over 18 years of age, you do not need to use this form.

Reason(s) for transfer:

If you have not yet completed the first six months of your first school sector course, please provide details of the reason or reasons why you wish to transfer to another education provider.

i. Please indicate if any of the following apply, and attach evidence where requested.

- ☐ You are providing evidence (attached) that you / your family have changed welfare and accommodation arrangements, and these are no longer within a reasonable travelling time from school.
- ☐ Brisbane Grammar School supports your decision to apply for a course that is not offered by this school.
- ☐ You have received notice you will be reported because you are unable to achieve satisfactory course progress, even after receiving support from Brisbane Grammar School to assist you, in accordance with Standard 8 (Overseas student visa requirements) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.
- ☐ You are providing evidence (attached) of compassionate or compelling circumstances.

- ☐ Brisbane Grammar School is unable to deliver the course in which you are enrolled as outlined in the written agreement.
- ☐ You are providing evidence (attached) that your reasonable expectations about your current course are not being met.
- ☐ You are providing evidence (attached) that you were misled by Brisbane Grammar School or an education or migration agent regarding Brisbane Grammar School or its course and the course is therefore unsuitable to your needs and/or study objectives.
- ☐ An appeal decision (internal or external) on another matter has been made or recommended in favour of your release from enrolment at Brisbane Grammar School.

ii. Please provide details of any other reason, with evidence if applicable, for why you wish to transfer to another education provider.

Enrolment offer from another registered provider

- ☐ Attach a valid enrolment offer / letter of offer from the education provider to which you wish to transfer.

If you are under 18 years of age

- ☐ If you are under 18 years of age and not in the care of a parent or suitable nominated relative, the valid enrolment offer / letter of offer you are providing must also show that the receiving education provider will accept responsibility for approving your accommodation, support and general welfare arrangements from the date of your proposed release.
- ☐ If you are under 18 years of age, attach written confirmation from your parents or legal guardian showing that you have their support to transfer.

Attach any other relevant documentation as evidence to support your application.

Your application will be assessed once all documentation has been received within 10 working days. Brisbane Grammar School may ask for more documentation if required.

Student signature

Date

School Letter of Release

Date

Parent names

Address

Dear Salutation,

RE: Student name: Preferred
Year

As the reasons stated in your application for transfer fall within the school's Student Transfer Request Assessment Policy, Brisbane Grammar School is pleased to grant a release.

Preferred has been a student at Brisbane Grammar School since January ####. Having completed Year ##, during his studies with us he has:

- Demonstrated a commitment to his studies
- Had an attendance record of 99% and
- Has paid all fees for the course

You should be aware that your decision to transfer XX to a different education provider may have visa implications and you should contact the nearest Department of Home Affairs office as soon as possible to discuss this with them. The address of the nearest Office is:

Street address
Ground Floor
299 Adelaide Street
Brisbane QLD 4000

Postal address:
GPO Box 9984
Brisbane QLD 4001

<https://immi.homeaffairs.gov.au/help-support/contact-us>

If you wish to seek a refund of fees, please refer to the school's Refund Policy provided in/located at X and follow the appropriate procedure.

Please note Brisbane Grammar School's responsibility for your welfare and accommodation arrangements will cease as of --/--/-- and your new provider will be responsible for approving these arrangements after this date.

We wish Preferred every success for his future studies with -----.

Yours sincerely

Mr David Carroll
Deputy Headmaster - Students

School Letter of Refusal to Release

Date

«Title» «First_Name» «Surname»

«Street»

«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:
Year

We have received <<Preferred>>'s application for a letter of release. As the reasons stated in his application did not meet the School's Student Transfer Request Assessment Policy, regrettably the School has refused to grant his application. His application was declined for the following reasons

INSERT REASONS

You have the right to appeal the decision in accordance with Brisbane Grammar School's Complaints and Appeals Policy which is attached and have 20 working days to do this.

Please advise in writing if you

- i. decide not to appeal this decision
- ii. intend to appeal this decision
- iii. decide to withdraw from the appeals process after initially lodging an appeal.

If you choose to appeal, until the process is complete, <<Preferred>> must continue to maintain his enrolment and attendance at all classes as normal.

Yours sincerely
Mr David Carroll
Deputy Headmaster - Students

Complaints and Appeals Procedure

References: NC B St 5, NC B St 6.1.6, NC B St 7, NC B St 8, NC B St 9, NC B St 10

Brisbane Grammar School has a complaints and appeals process and policy which complies with Commonwealth requirements.

Access to this process is available to an overseas student at any time, and for any complaint or appeal the student makes regarding Brisbane Grammar School or an education agent or third party contracted to deliver services to an overseas student on behalf of Brisbane Grammar School, having regard to the requirements under Standards 7, 8 and 9.

If the School's Complaints and appeals process is invoked under any of these standards, provisions under Standard 5 will also be applicable if the student is under 18 years of age and the School has approved accommodation, support and welfare arrangements.

NC B St 5
NC B St 7
NC B St 8
NC B St 9
NC B St 10

Copies of Brisbane Grammar School's Complaints and Appeals policy are provided to students prior to enrolment and are again provided to students during orientation.

Parents/students acknowledge they have read this policy as part of the written agreement.

The Complaints and appeals policy is provided to students

- Written Agreement / Letter of Offer
- Student Orientation Handbook
- Website (www.brisbanegrammar.com)

In the first instance students are encouraged to try and resolve issues informally by speaking with:

NC B St 10
St 10.2.1

To discuss academic/study problems

- ☐ Head of Year
- ☐ Classroom Teacher
- ☐ Academic Services

To discuss personal problems or problems adjusting to a new environment

- ☐ Director of Boarding
- ☐ Head of Residence
- ☐ School Counsellor
- ☐ Head of Year

To discuss accommodation problems

- ☐ Director of Boarding
- ☐ Head of Residence

It is the role of the following staff members to undertake these steps in the event of a student accessing the School's Complaints and Appeals process:

Staff Member	Action	REF
Head of Year Director of Boarding School Counsellor	<ul style="list-style-type: none"> Ensuring the assessment of the complaint or appeal is conducted in a professional, fair and transparent manner 	NC B St 10 St St 10.2.5
Head of Year Director of Boarding School Counsellor	<ul style="list-style-type: none"> If the problem is <u>not</u> resolved informally, advising the student to access the School's internal complaints and appeals process 	NC B St 10 St St10.2.1
Deputy Headmaster - Students	<ul style="list-style-type: none"> Overseeing the School's internal process as per the 	NC B St 10 St 10.2.3 St 10.2.6

	<p>School's policy and within required timelines</p> <ul style="list-style-type: none"> • commencing assessment of a student's formal complaint or appeal within 10 working days • finalising the outcome as soon as practicable and giving the student detailed reasons for the outcome in writing 	
Deputy Headmaster - Students	<ul style="list-style-type: none"> • Ensuring the assessment of the complaint or appeal is conducted in a professional, fair and transparent manner 	NC B St 10 St 10.2.5
Deputy Headmaster – Students Director of Boarding	<ul style="list-style-type: none"> • Maintaining and monitoring the student's enrolment (and care arrangements if under 18 years of age) whilst the complaints and appeal process is ongoing and making the student aware of the School's obligation to do this. • (See also 12. Policy and procedures for deferring, suspending or cancelling a student's enrolment.) 	NC B St 10 NC B St 7 St 7.6 NC B St 8 St 8.14 NC B St 5
Deputy Headmaster - Students	<ul style="list-style-type: none"> • If the student is not satisfied with the result or conduct of the internal complaints or appeals process, advising the student of his right to access the external appeals process provided by the Overseas Students Ombudsman at minimal or no cost. 	NC B St 10 St 10.3
Deputy Headmaster - Students	<ul style="list-style-type: none"> • If necessary, overseeing the external process as per the School's policy and within stated timelines 	NC B St 10
<p>In the case of</p> <p>a) Notifying students who have been refused transfer to another registered provider (Standard 7)</p> <p>b) Notifying students who have been assessed as failing to meet course progress or attendance requirements (Standard 8)</p> <p>c) Notifying students of an intention to suspend or cancel their enrolment (Standard 9)</p> <p>it is the role of the following staff members to undertake these additional steps:</p>		NC B St 8 NC B St 9

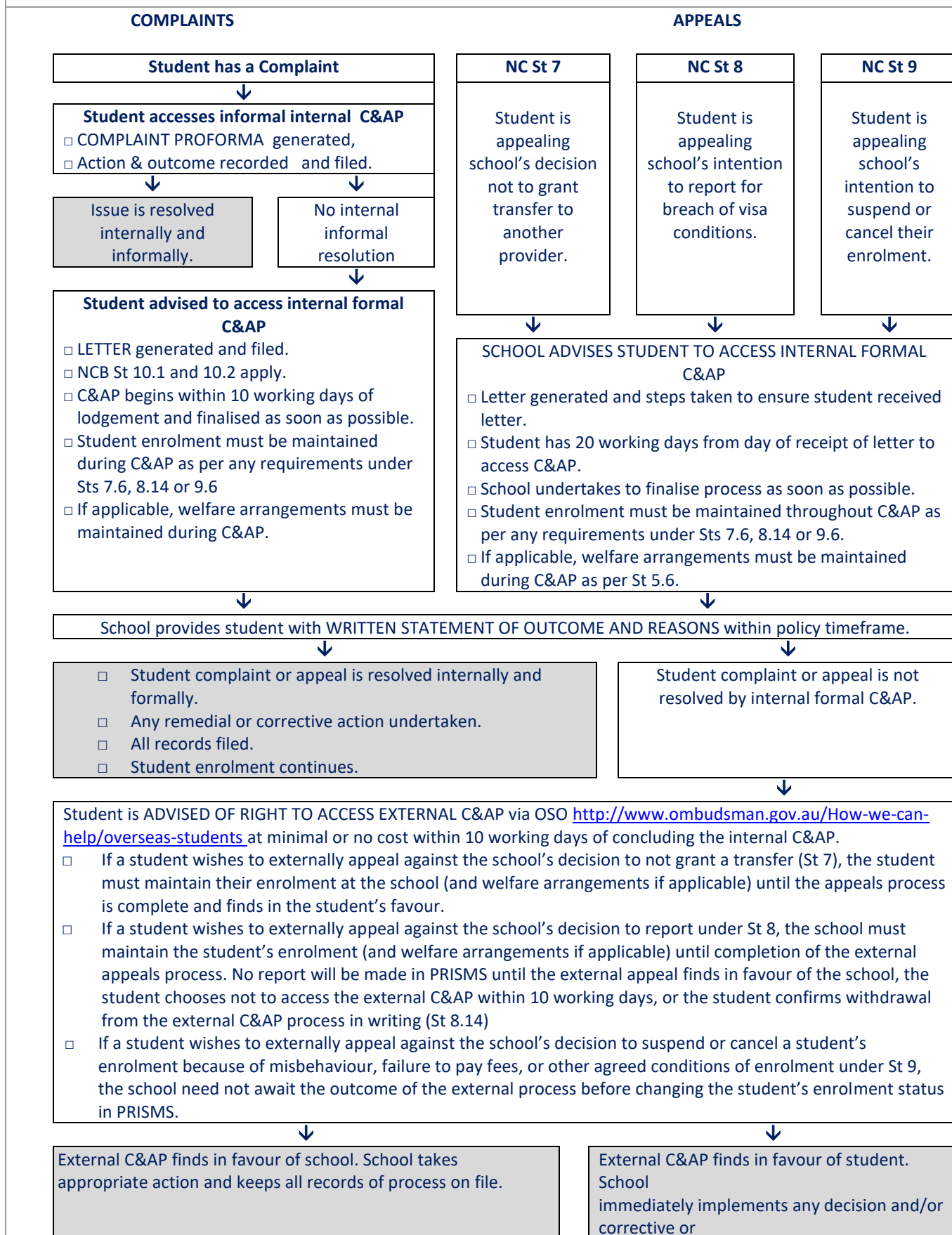
Deputy Headmaster - Students	<ul style="list-style-type: none"> • When notifying the student of the School's: • decision to refuse a transfer to another registered provider under Standard 7, • intention to report the student in PRISMS for failing to meet visa requirements under Standard 8, or • intention to suspend or cancel the student's enrolment under Standard 9, • advise the student of his/her right to access the School's complaints and appeals process within 20 working days in accordance with Standard 10. • If the student is not satisfied with the outcome of the internal complaints and appeals process, advising the student within 10 working days of receiving written advice of the outcome of their right to access the services of the Overseas Students Ombudsman. OSO to be accessed in accordance with timeframes set in policy. 	NC B St 7 St 7.5 NC B St 8 St 8.13 NC B St 9 St 9.4
Director of Enrolments	<ul style="list-style-type: none"> • Ensuring the student's enrolment (and welfare arrangements, if applicable) will be maintained by the school, and nothing is changed in PRISMS until • for Standard 7: the appeal finds in favour of the student, or • for Standard 8: the internal and external complaints processes have been completed and outcomes are in favour of the School, or • For Standard 9: the internal appeal process is completed, unless the student's health or wellbeing, or the wellbeing of others, is likely to be at risk, or • the student has chosen not to access the internal complaints 	NC B St 7 St 7.6 NC B St 8 St 8.14 NC B St 9 St 9.6

	<p>and appeals processes within the 20 working days period, or</p> <ul style="list-style-type: none"> the student has chosen not to access the external complaints and appeals process, or the student withdraws from either the internal or external processes and has informed the school of this decision in writing. 	
Director of Enrolments	<ul style="list-style-type: none"> Making any required changes in PRISMS as soon as practicable if the complaints and appeals process is completed, or student does not access the School's internal complaints and appeals process, or the external complaints and appeals process, or withdraws from either of these processes in writing, and advising the student he/she must contact Immigration to seek advice on whether a new student visa is required if enrolment is cancelled by the school. Immediately take any corrective or preventative action required if the complaints handling or appeals process finds in favour of the student, and advising the student of that action. 	<p>NC B St 7 St 7.4 NC B St 8 St 8.14 NC B St 9 St 9.5, NC B St 10 St 10.4</p>
<p>Deputy Headmaster – Students</p> <p>Director of Enrolments</p>	<p>IN ALL CASES</p> <ul style="list-style-type: none"> Keeping written records of the complaint and all steps taken, and filing these on the student's file, including: <ul style="list-style-type: none"> copy of written complaint copy of any 'Letter of Intention' issued under Standards 8 and 9 (if applicable) copy of any assessments, reasons and outcomes from complaints and 	<p>NC B St 10 St 10.2.6 St 10.2.7 NC B St 7 St 7.5 St 7.7 NC B St 8 St 8.13 NC B St 9 St 9.4</p>

	<p>appeals processes provided to the student for Standards 7*, 8 and 9</p> <ul style="list-style-type: none">– evidence of preventative or corrective action taken by the School (as necessary). <p>*Records for Standard 7 must be kept on file for 2 years after the student ceases to be an accepted student.</p>	
<p>Further information is available on processes for handling complaints and appeals and timelines for reporting of students via the website of the Overseas Students Ombudsman (http://www.ombudsman.gov.au/How-we-can-help/overseas-students). In particular, see the Better Practice Complaints Handling Guide for Education Providers and FAQs for providers. (http://www.ombudsman.gov.au/How-we-can-help/immigration-ombudsman).</p> <p>Administrative documents relating to the School’s Complaints and Appeals process are:</p> <ul style="list-style-type: none">• Proforma for recording responses and actions in relation to student complaints• Letter advising student to access School’s <u>internal</u> Complaints and appeals process• Letter advising student of outcomes of Complaints and appeals process, reasons for decisions made and advice about external appeals.• Letter giving student information about accessing the School’s <u>external</u> Complaints and appeals process (stand-alone alternative).		
<p>The following staff member / department is responsible for reviewing and updating the Complaints and appeals policy and processes:</p>		
<p>Name of Department / Officer(s)</p> <p>Jamie Smith</p>	<p>Role(s)</p> <p>Director of Enrolments</p>	
<p>This policy should be checked and updated whenever there is a change in regulations about NC Standards 10 or related Standards (7, 8 or 9), or when existing policies need to be adapted or strengthened.</p>		
<p>THIS SECTION LAST UPDATED BY Jamie Smith ON 8/12/2022</p>		

Diagrammatic Overview of Complaints and Appeals Processes (C&AP) St 10

This diagram should be checked and updated whenever there is a change in regulations about NC Standards 8 or related Standards or when existing policies need to be adapted or strengthened.



		preventative action required and advises student of the outcome and action taken as per NC St 10.4 and keeps all records of process on file.	
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Complaints and Appeals Policy for Overseas Students

A copy of this policy will be provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed, and again during orientation or within 7 days of the commencement of student attendance of the enrolled course.

1. Purpose

- a) The purpose of Brisbane Grammar School's Complaints and Appeals Policy is to provide a student or parent(s)/legal guardian with the opportunity to access procedures to facilitate the resolution of a dispute or complaint involving Brisbane Grammar School, or an education agent or third party engaged by Brisbane Grammar School to deliver a service on behalf of the School.
- b) The internal complaints and appeals processes are conciliatory and non-legal.

2. Complaints against other students

- a) Grievances brought by a student against another student will be dealt with under the school's Behaviour Policy/Code of Conduct.

3. Informal Complaints Resolution

- a) In the first instance, Brisbane Grammar School requests there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint.
- b) Students should contact the Head of Year in the first instance to attempt mediation/informal resolution of the complaint.
- c) If the matter cannot be resolved through mediation, the matter will be referred to the Deputy Headmaster and Brisbane Grammar School's internal formal complaints and appeals handling procedure will be followed.

4. Formal Internal Complaints Handling and Appeals Process

- a) The process of this grievance procedure is confidential, and any complaints or appeals are a matter between the parties concerned and those directly involved in the complaints handling process.
- b) The student must notify the school in writing of the nature and details of the complaint or appeal.
- c) Written complaints or appeals are to be lodged with the Deputy Headmaster.
- d) Where the internal complaints and appeals process is being accessed because the student has received notice by the school that the school intends to report him/her for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the student has 20 working days from the date of receipt of notification in which to lodge a written appeal.
- e) Complaints and appeals processes are available to students at no cost.
- f) Each complainant has the opportunity to present his case to the Deputy Headmaster.
- g) Students may be accompanied and assisted by a support person at all relevant meetings.
- h) The formal internal complaints and appeals process will commence within 10 working days of lodgement of the complaint or appeal with the Deputy Headmaster and will be finalised within 10 days, or as soon as practicable.
- i) For the duration of the internal complaints and appeals process the student's enrolment will be maintained, as required under the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and the student must continue to attend classes. However, if the Deputy Headmaster deems that the student's health or well-being, or the well-being of others is at risk he may decide to suspend or cancel the student's enrolment before the complaints and appeals process has been accessed or fully completed. In such cases, the student may still lodge a complaint or appeal, even if the student is offshore.
- j) Once the Deputy Headmaster has come to a decision regarding the complaint or appeal, the student will be informed in writing of the outcome and the reasons for the outcome, and a copy will be retained on the student's file.

k) If the complaints and appeals procedure finds in favour of the student, Brisbane Grammar School will immediately implement the decision and any corrective and preventative action required and advise the student of the outcome and action taken.

l) Where the outcome of a complaint or appeal is not in the student's favour, the school will advise the student within 10 working days of concluding the internal review of the student's right to access the external appeals process. However, the school is only obliged to await the outcome of an external appeal if the matter relates to a breach of course progress or attendance requirements. For all other issues, the school may take action (including making changes to the student's enrolment status in PRISMS) in accordance with the outcome of the internal appeal.

5. External Appeals Processes

a) If the student is dissatisfied with the conduct or result of the internal complaints and appeals procedure, he may contact and / or seek redress through the Overseas Students Ombudsman at no cost. Please see:

<http://www.ombudsman.gov.au/How-we-can-help/overseas-students> or phone 1300 362 072 for more information.

b) If the student wishes to appeal a decision made by Brisbane Grammar School that relates to being reported for a breach of course progress or attendance requirement (under Standard 8), the student must lodge this appeal with the Overseas Student Ombudsman's office within 10 working days of being notified of the outcome of his internal appeal.

c) If the student wishes to appeal a decision made by Brisbane Grammar School that relates to:

i) refusal to approve a transfer application (under Standard 7), or

ii) suspension or cancellation of the student's enrolment (under Standard 9) any choice to lodge an external appeal with the Overseas Student Ombudsman is at the student's discretion. The school need not await the outcome of any external appeal lodged, before implementing the outcome of the internal appeal.

6. Other legal redress

a) Nothing in the School's Complaints and Appeals Policy negates the right of an overseas student to pursue other legal remedies.

7. Definitions

a) Working Day – any day other than a Saturday, Sunday or public holiday during term time

b) Student – a student enrolled at Brisbane Grammar School or the parent(s)/legal guardian of a student where that student is under 18 years of age

c) Support person – for example, a friend/teacher/relative not involved in the grievance.

Proforma for Recording Responses and Actions in Relation to Student Complaints

STUDENT DETAILS		
Student name:		
Grade:		
Current Address in Australia:		
Parent Name:		
Address in home country:		
Phone no:		
Mobile Ph:		
Email address:		
COMPLAINT DETAILS		
Date:		
<input type="checkbox"/> Complaint is INFORMAL	Description:	
<input type="checkbox"/> Complaint is FORMAL	Written Complaint is attached.	
Details of Remedial Action 1:		
Details of Response to Remedial Action 1:		
Details of Remedial Action 2:		
Details of Response to Remedial Action 2:		
RESOLUTION PROCESS OUTCOME		
<input type="checkbox"/> COMPLAINT RESOLVED	<input type="checkbox"/> NO FURTHER ACTION <input type="checkbox"/> DOCUMENTATION FILED	
<input type="checkbox"/> COMPLAINT NOT RESOLVED	<input type="checkbox"/> ADVICE FOR NEXT STEP HAS BEEN PROVIDED [Enter details]	
SIGNED	NAME:	DATE:

Checklist Relating to the School's Complaints and Appeals Processes

CHECKLIST:

1. All letters should be addressed to the student directly and contain relevant contact details for follow up and student records.
2. Where relevant, letters should reference
 - a. the issue of concern
 - b. previous steps or remedies
 - c. details of and timelines for any steps or processes the student may wish to or is entitled to take
 - d. details of and timelines for any steps the school will take
 - e. actions being taken or outcomes of investigations by the school and reasons for actions or outcomes
 - f. the ability of students to access the external complaints and appeals process via the Overseas Students Ombudsman <http://www.ombudsman.gov.au/How-we-can-help/overseas-students> if they are dissatisfied with the internal School complaints and appeals process.
3. If necessary, the School should advise the student of the progress of their complaint, particularly if there is a delay in processing a complaint or appeal.
4. If the School determines the student is not successful in the internal complaints and appeals process, the School must provide the student with the contact details of the Overseas Students Ombudsman within 10 working days of making this determination and advise the student of his/her right to access this external service.

Letter of Outcome of Complaints & Appeals Process - School's favour

Date

«Title» «First_Name» «Surname»

«Street»

«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:
Year

We have fully reviewed <<Preferred>>'s complaint/appeal and find in favour of Brisbane Grammar School on the following grounds:

- INSERT HERE

Accordingly, it is the School's expectation that <<Preferred>> will take the following actions by (date to be inserted) to address this issue:

- return to class
- submit his assignment
- whatever the appeal or complaint was

If you wish to lodge an external appeal or complain about this decision, you can contact the Overseas Students Ombudsman. The Overseas Students Ombudsman offers a free and independent service for overseas students who have a complaint or want to lodge an external appeal about a decision made by their private education or training provider. See the Overseas Students Ombudsman website <http://www.ombudsman.gov.au/How-we-can->

[help/overseas-students](#) or phone 1300 362 072 for more information.

Additionally, you may at any time approach the State Authority for CRICOS Registration which, in Queensland, is the Department of Education, Training and the Arts. The Director-General of the Department of Education, Training and the Arts has the power to suspend or cancel the School's registration or a course if a breach of the requirements of registrations provision is proved. Concerns about the conduct of the School should be addressed to:

The Manager, CRICOS Registration, Office of Non-State Education,
Queensland Department of Education, Training and the Arts, PO Box 15033
City East, Queensland, 4002.

Complaints must be made in writing.

You may also pursue <<Preferred>>'s rights to other legal remedies or take action under Australia's consumer protection laws in the case of financial dispute.

A full and detailed record of <<Preferred>>'s complaint/appeal and our resulting action has been placed on his file.

Yours sincerely

Letter of Outcome of Complaints & Appeals Process - Student's favour

Date

«Title» «First_Name» «Surname»
«Street»
«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:
Year

We have fully reviewed <<Preferred>>'s complaint/appeal and find in his favour.

Accordingly, the School's decision will be implemented immediately, and the following corrective/preventative action taken:

-

A full and detailed record of <<Preferred>>'s complaint/appeal and our resulting action has been placed on his file.

Yours sincerely

Letter Advising student to access School's internal Complaints and appeals process

Insert date

Legal Entity: Name of school
CRICOS Provider Code:

Student name: Insert student name
Year level: Insert year level
Current address: Insert address

cc. Insert parent's names
Insert parent's address

Dear student

This letter is to inform you that in relation to [specify grievance] XXXX the School advises that in order to [resolve this complaint / lodge an appeal], you should now follow the internal complaints process, as outlined in the Complaints and Appeals Policy (please see attached). [Attach copy of Complaints and appeals policy]

The formal internal [complaints/appeals] process will commence within 10 working days of the lodgement of the [complaint/appeal] with the [principal/other]. The School undertakes to finalise the process as soon as practicable.

You may be accompanied and assisted by a support person of your choice at any relevant meetings. Brisbane Grammar School will maintain your enrolment for the duration of the [complaints/appeals] process and it is expected that you will attend all classes as normal.

If you choose not to access Name of School's formal internal [complaints/appeals] process or begin and then decide to withdraw from the process, please advise [insert name of Principal / staff member] in writing as soon as possible.

Yours sincerely

Letter advising student of outcomes of complaints and appeals process, reasons for decisions made and advice about external appeals

Insert date

Legal Entity: Name of school
CRICOS Provider Code:

Student name: Insert student name
Year level: Insert year level
Current address: Insert address

cc. Insert parent's names
Insert parent's address

Dear student

This letter is to advise you of the outcome of your formal internal [complaint/appeal] regarding [insert summary of grievance details].

[Insert details of and reasons for outcome]

OUTCOME 1 - the complaint/appeals process results in a decision that supports the student
Brisbane Grammar School will immediately implement this decision and/or take the following corrective and preventative actions. [Specify actions to be taken]. You will be advised in writing of the outcome of these actions.

OUTCOME 2 - the complaint/appeals process results in a decision that supports the school
If you choose, you may now access the external [complaints/appeals] process as outlined in the Complaints and Appeals Policy (please see attached). [Attach copy of Complaints and appeals policy]
Any external [complaint/appeal] should be lodged with the Overseas Student Ombudsman within XX working days from the date of this letter. The Overseas Student Ombudsman offers a free and independent service for overseas students. Please see <http://www.ombudsman.gov.au/How-we-can-help/overseas-students> or phone 1300 362 072 for more information.

[If the complaint/appeal is in regards to course progress or attendance (NC St 10 or 11) include the following]
If you now choose to lodge an external appeal with the Overseas Student Ombudsman, Brisbane Grammar School will maintain your enrolment for the duration of the complaints and appeals process and it is expected that you will attend all classes as normal.

[If the complaint/appeal is in regards to suspension or cancellation of enrolment in accordance with NC St 13, you could include the following]
Please be advised that if you now choose to lodge an external appeal with the Overseas Student Ombudsman, Brisbane Grammar School is not required to maintain your current enrolment status throughout this process. As such, your enrolment will be [suspended/cancelled] as at [insert date and you should seek advice from the Department of Home Affairs (Immigration) about the impact of this on your student visa. Please see contact details at: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

If you choose not to access the external [complaints/appeals] process, or begin and then decide to withdraw from the process, please advise the Headmaster in writing as soon as possible.

Yours sincerely

Letter Stand-alone letter giving student information about accessing the school's external Complaints and appeals process

Insert date

Legal Entity: Name of school
CRICOS Provider Code:

Student name: Insert student name
Year level: Insert year level
Current address: Insert address

cc. Insert parent's names
Insert parent's address

Dear student

The School acknowledges your letter dated xx/xx/20xx advising that you are not satisfied with the outcome of the decision made in relation to your internal [complaint/appeal]. [Insert summary of grievance details.]

You may lodge an external [complaint/appeal] with the Overseas Student Ombudsman at no cost to yourself. The Overseas Student Ombudsman offers a free and independent service for overseas students. Please see <http://www.ombudsman.gov.au/How-we-can-help/overseas-students> or phone 1300 362 072 for more information. Any external [complaint/appeal] must be lodged with the Overseas Student Ombudsman within 10 working days from the date of receiving this letter.

[If the complaint/appeal is in regards to course progress or attendance (NC St 8) include the following]
If you now choose to lodge an external appeal with the Overseas Student Ombudsman, Brisbane Grammar School will maintain your enrolment for the duration of the complaints and appeals process and it is expected that you will attend all classes as normal.

[If the complaint/appeal is in regards to suspension or cancellation of enrolment in accordance with NC St 9, you could include the following] Please be advised that if you now choose to lodge an external appeal with the Overseas Student Ombudsman, Brisbane Grammar School is not required to maintain your current enrolment status throughout this process. As such, your enrolment will be [suspended/cancelled] as at [insert date], and you should seek advice from the Department of Home Affairs (Immigration) about the impact of this on your student visa. Please see contact details at: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

Yours sincerely

THIS SECTION WAS LAST UPDATED BY Jamie Smith ON 8/12/2022

Standard 5 - Younger Overseas Students & Welfare and Accommodation

References: NC B St 2, 2.2.10, 2.1.11; NC B St 3, St 3.5; NC B St 5; NC B St 6.8; NC B St 7; ESOS 2000 Act s21; ESOS Regs 2019 s.9; <https://immi.homeaffairs.gov.au/what-we-do/education-program/providers/welfare-arrangement> (Responsibilities for under 18 year old students); [Student visa conditions](#) (Condition 8532); [Blue Card Services website](#), WWC Act 2000, CP Act 1999, E(NSSA) Reg 2017.

Brisbane Grammar School ensures that it meets the Commonwealth, state or territory legislation or other regulatory requirements relating to child welfare and protection appropriate to the jurisdiction(s) in which it operates for any overseas student enrolled who is under 18 years of age. This includes requirements under

- the [Working with Children \(Risk Management and Screening\) Act 2000 \(Qld\)](#)
- [Child Protection Act 1999](#)
- the [Education \(Non-State Schools Accreditation\) Regulation 2017](#)
- See also requirements under Standard 6 in sections [Overseas student support services](#) and [Overseas student orientation program](#).

NC B St 5
NC B St 6
WWC Act 2000
CP Act 1999
E(NSSA) Reg 2017.

Brisbane Grammar School provides information about approved accommodation options to students prior to enrolment. See below for a copy of the School's Welfare and accommodation policy.

NC B St 5
St 5
NC B St 2
St 2.1.11

Information about Brisbane Grammar School's Welfare and accommodation policy is provided to students

- the School's Written Agreement
- in the Student Handbook
- during Orientation
- in the School's website

NC B St 2
St 2.1.11
NC B St 3

In addition to education provider responsibilities under the 2018 National Code, ESOS legislation and Queensland child protection legislation, there are student visa conditions and prescribed responsibilities that apply to enrolment of younger overseas students under the age of 18 years. These include

- Student visa condition 8532
- [Education Provider responsibilities](#) required by the Department of Home Affairs (Immigration)

If a student is under 18 years of age, the following visa condition applies:

(<https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/see-your-visa-conditions>)

No.	Subclasses	Description
8532	All (except 576)	<p>If you are younger than 18 years of age, you must have accommodation and support, and your general welfare must be maintained for the duration of your stay in Australia.</p> <p>To maintain adequate arrangements for welfare you must stay in Australia with:</p> <ul style="list-style-type: none"> your parent or legal custodian or a relative who has been nominated by your parents

		<p>or</p> <ul style="list-style-type: none"> a custodian who is aged over 21 and is of good character <p>or</p> <ul style="list-style-type: none"> accommodation, support and general welfare arrangements that have been approved by your education provider. <p>You must not change those arrangements without the written approval of your education provider.</p> <p>If your welfare arrangements are approved by your education provider you must not travel to Australia until your welfare arrangements start.</p>	
Responsibilities and Procedures for all Overseas student Under 18			
<p>Brisbane Grammar School keeps up to date records of students' current contact details as required.</p> <p>It is the role of the following staff member (s) to undertake these steps in updating and keeping written records of contact details for students, parent(s) / legal custodian(s), emergency contacts and any adult responsible for the student's welfare at least every six months and within seven days when a change occurs:</p>			<p>NC B St 3 St 3.5 NC B St 5 St 5.3.5 ESOS Act 2000 S19 ESOS Regs 2019 s9 ESOS 2000 Act s21</p>
<p>See below to view copies of:</p> <ol style="list-style-type: none"> BGS Accommodation Policy Letter to Parents re: Term Leave Overseas Boarding Students' Vacation Leave Form Overseas Boarding Students' Weekend Leave Form 			

Procedures for maintaining current contact details		
Staff Member	Action	Ref
Director of Enrolments / ICT Office Manager	Each semester request that student / parent(s) / legal custodian (s) confirm in writing that contact details in school records are a) current b) complete	ESOS Act 2000 s.21 ESOS Regs 2019 s.9 (a) & (f) NC B St 3.5, St 5.3.5
Director of Enrolments	Update records where necessary and file details of changes made	
Other responsibilities applicable to ALL overseas students under 18 years of age		
Staff Member	Action	Ref
For primary age students <i>Director of Enrolments / Head of Middle School / Head of Year</i>	Ensuring all overseas students under 18 years of age are given age-and culturally-appropriate information on:	St 5.2 St 5.2.1

<p>For middle/ junior high school students <i>Director of Enrolments / Head of Middle School / Head of Year / Director of Boarding</i></p> <p>For senior high school students <i>Director of Enrolments / Deputy Headmaster - Students / Head of Year / Director of Boarding</i></p>	<ul style="list-style-type: none"> • who to contact in emergency situations, including contact numbers of a nominated staff member and/or service provider to the registered provider • seeking assistance and reporting any incident or allegation involving actual or alleged sexual, physical or other abuse. <p>(This can be done initially as part of the student's orientation program and during the student's enrolment as appropriate as part of the school's ongoing child protection, pastoral care and personal development programs.)</p>	St 5.2.2
<i>Director of Enrolments / Deputy Headmaster - Students / Head of Year / Director of Boarding</i>	<p>Making all reasonable efforts to locate a student, including notifying the police and any other relevant Commonwealth, state or territory agencies as soon as practicable if unable to contact a student and Brisbane Grammar School has concerns for the student's welfare.</p> <p>See PROCEDURES FOR EMERGENCIES AND CONTACT WITH POLICE below for details.</p>	St 5.5
Welfare and accommodation options for students under 18 years of age		
<p>Welfare and accommodation arrangements for overseas students under 18 years of age enrolled at Brisbane Grammar School include: [Customise as necessary and remove sections that do not apply from the Procedures and other information below]</p> <ul style="list-style-type: none"> • Student lives with parent, legal guardian or relative approved by Department of Home Affairs (Immigration) • Student's welfare and accommodation arrangements are approved by Brisbane Grammar School. This includes: <ul style="list-style-type: none"> - School boarding house <p>It is the role of the following staff members to undertake these steps in administering the School's welfare and accommodation policies and procedures:</p>		
Student lives with a Parent / Legal Guardian/Relative approved By Department of Home Affairs (Immigration)		
<p>It is the role of the following staff members to undertake these steps in administering the School's welfare and accommodation policies and procedures if a student is living with an adult approved by the Department of Home Affairs (Immigration):</p>		
Staff Member	Action	Ref
Director of Enrolments	<ul style="list-style-type: none"> • Provide information about school requirements to student guardian as per <i>Procedures if student is living with a student guardian approved by Department of Home Affairs</i> (below), and administer any requests to approve alternative arrangements if the approved adult wishes to depart the country 	<p>NC B St 3</p> <p>St 3.5.3</p> <p>NC B St 5.2</p>

	<p>for compassionate or compelling reasons.</p> <p>Inform student guardian of requirement to inform <i>Brisbane Grammar School</i> within 7 days of any change to contact details for who to contact in an emergency and anyone responsible for the student's accommodation and welfare including current residential address, mobile number (if any) and email address (if any).</p>	https://www.homeaffairs.gov.au/
Responsibilities - student is living with a student guardian approved by Department of Home Affairs (Immigration)		
<p><i>(These procedures were originally developed in consultation with the Brisbane office of Department of Home Affairs (Immigration))</i></p> <p>The Student Guardian Visa (subclass 590) is issued for the same length of time as the nominating student or until the student turns 18 years of age.</p> <p>Responsibilities of the student guardian visa holder are currently outlined on the webpages https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-590#HowTo and https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500/welfare-arrangements-students-under-18.</p> <p>Entering and leaving Australia</p> <p><i>If you need to leave Australia without the student, you must provide us with evidence that:</i></p> <ul style="list-style-type: none"> • <i>there are compassionate or compelling reasons for doing so, and</i> • <i>you have made suitable alternative arrangements for the student's accommodation, general welfare and support until you return.</i> <p><i>The alternative arrangements must be approved by us and the student's education provider. Discuss your circumstances with the education provider as soon as you know you need to travel.</i></p> <p><i>There are two ways you can make alternative welfare arrangements:</i></p> <ol style="list-style-type: none"> 1. <i>Nominate an alternative student guardian who must be, except in limited circumstances, a parent or relative aged 21 years or over. To do this, use Form 157N Nomination of a student guardian. This form outlines documentation you need to provide when nominating a student guardian. Send this form, the education provider's approval (in a letter or email) and the required documentation to your nearest office before you leave Australia.</i> 2. <i>The student's education provider can take responsibility for the student's welfare by issuing a Confirmation of Appropriate Accommodation and Welfare (CAAW) letter which will state the start and end dates for approval of welfare arrangements.</i> <p><i>We will tell you if the alternative welfare arrangements have been approved. If we decide that the welfare arrangements are not suitable, you cannot leave Australia without your nominating student(s).</i></p> <p><i>If you need to leave Australia permanently and your student needs to continue to study, new welfare arrangements must be approved.</i></p> <p><i>If you do not comply with the conditions of your Student Guardian visa (subclass 590), your visa might be cancelled, and we could also cancel the nominating student's visa.</i></p>		
Procedure - school becomes aware that the guardian visa holder plans to depart Australia		
<p>If the student is being accompanied by an adult with a student guardian visa and the school becomes aware that the guardian intends to leave the country without the student, this process applies:</p> <p>The School notifies the parent / visa holder [by letter / in pre-enrolment materials / in the written agreement] that the School is aware of the visa condition regulating departure from the country, and that, in the event of there</p>		

being compelling circumstances for leaving the country, the parent / visa holder should contact the school to discuss

- a. the circumstances
- b. the details of the accommodation and welfare arrangements that are requested for the student and approved by the school
- c. the details and start and end dates of these arrangements

[Or the school may wish to advise it will only approve welfare arrangements if the student is accommodated within a specified homestay program.]

Procedure - school chooses to accept temporary welfare responsibility on behalf of a guardian visa holder

If the School is requested to approve temporary arrangements for the specified dates, it is the role of the following staff members to undertake these steps in administering the School's welfare and accommodation policies and procedures:

Staff Member	Action
Deputy Headmaster - Students	Assess request for approval of temporary welfare arrangements as per the <i>procedure for approving temporary welfare arrangements and vacation care</i> section below
Director of Enrolments	<div>If approved, create a temporary CAAW in PRISMS for the agreed dates, and</div> <ul style="list-style-type: none">• provide the parent / visa holder with a letter that notes the circumstances given and confirms that alternative arrangements for the accommodation and welfare of the student have been approved by the school for the specified period of time, and• advise the parent / visa holder to send a completed copy of Form 157N Nomination of a student guardian, a copy of the school's letter and any other required documentation to the nearest Immigration office before departing Australia (a list of offices is available at https://immi.homeaffairs.gov.au/help-support/contact-us/offices-and-locations/list and• advise the parent / visa holder to take this letter with them as evidence of temporary welfare arrangements. <div>• Monitor that the parent / visa holder has returned by the agreed return dates to ensure continuous welfare.</div> <div>• If the parent / visa holder has not returned by the agreed date, either extend the temporary CAAW or notify Department of Home Affairs (Immigration) of the parents / visa holder's continued absence.</div>

Procedure - school chooses NOT to accept temporary welfare responsibility on behalf of a guardian visa holder

If the School will not or cannot approve the proposed arrangements, and cannot or will not approve alternative arrangements for any reason, it is the role of the following staff members to undertake these steps in administering the School's welfare and accommodation policies and procedures:

Staff Member	Action
Director of Enrolments	<p>Advise the parent / visa holder the student must also depart the country.</p> <p>In this case it will be a School decision as to whether the period of time not attending classes will be treated as a School-initiated suspension of studies (see Policy and procedures for deferring, suspending or cancelling a student's enrolment) or will be recorded as an absence as per Standard 8 (see School Course progress and attendance policy).</p>
Procedure - Student guardian has departed Australia without notifying school & without school providing temporary CAAW	
If the student is being accompanied by an adult with a student guardian visa and the school becomes aware that the guardian has left the country without the student, and the school has not agreed to accept temporary welfare, this process applies:	
Staff Member	Action
Director of Enrolments	Notify Department of Home Affairs (Immigration) and follow directions given by the representative
Procedure - school has concerns about the welfare of a student in the care of a guardian visa holder	
If the student is being accompanied by an adult with a student guardian visa and the school has concerns for the welfare of the student, this process applies:	
Staff Member	Action
Director of Enrolments	Notify Department of Home Affairs (Immigration) and follow directions given by Immigration representative
Responsibilities - school is approving accommodation and welfare (i.e., issuing a CAAW letter from PRISMS)	
<p>Where a school agrees to accept welfare responsibility for an overseas student, Department of Home Affairs specifies the following requirements:</p> <p>Ref: https://immi.homeaffairs.gov.au/what-we-do/education-program/providers/welfare-arrangement.</p> <p>See also:</p> <p>https://immi.homeaffairs.gov.au/what-we-do/education-program/providers/responsibilities</p>	
<p>Responsibilities for under 18 year old students</p> <p><i>If you are approving care arrangements for students younger than 18 years of age, you must:</i></p> <ul style="list-style-type: none"> <i>give the student a Confirmation of Appropriate Accommodation and Welfare (CAAW) confirming that appropriate arrangements have been made for the student's accommodation, support and general welfare. The period nominated by the provider must be at least the length of the student's Confirmation of Enrolment (CoE) plus seven days at the end of the CoE or until the student turns 18</i> <i>report through PRISMS any changes to the care arrangements, including the type of accommodation for example, if the student moves from a boarding school to a homestay.</i> <p><i>This information is required to ensure compliance with Public Interest Criterion 4012A and visa condition 8532.</i></p> <p><i>You are strongly advised to use the standard letters available from the PRISMS for confirming welfare arrangements and notifying of changes.</i></p>	

Detailed information about education providers' responsibilities is available on the [International Education](#) website.

Registered providers are also required to meet requirements under the 2018 National Code, ESOS Act 2000, and Queensland legislation.

In addition to **RESPONSIBILITIES AND PROCEDURES FOR ALL OVERSEAS STUDENTS UNDER 18 YEARS OF AGE** above, the following requirements apply for students for whom Brisbane Grammar School has issued a CAAW:

Procedures - school is approving accommodation and welfare (i.e., issuing a CAAW letter from PRISMS)

Staff Member	Action	REF
Director of Enrolments	Create the CAAW in PRISMS nominating the start and end date for which Brisbane Grammar School accepts welfare responsibilities and advise the student he/she cannot enter the country before the start date of approved arrangements.	NC B St 5 St 5.3.1
Director of Enrolments	Ensure any adults involved in or providing accommodation and welfare arrangements to the student, and who have the opportunity to have direct physical contact with the student, meet all blue card requirements in Queensland. This includes: <ul style="list-style-type: none"> Non-teaching School staff responsible for managing homestay or student support programs Non-teaching School staff responsible for boarding house supervision, services, duties or activities Staff employed by any third party engaged by Brisbane Grammar School to organise and assess welfare and accommodation arrangements.	St 5.3.2 St 5.3.7 www.bluecard.qld.gov.au
Director of Enrolments or Enrolments Manager	Ensure that Blue Cards remain current for: <ul style="list-style-type: none"> all staff members, relevant third party suppliers and persons 18 and over residing within the homestay. Monitor changes in staff or homestay family Blue Card status	St 5.3.2 St 5.3.7 www.bluecard.qld.gov.au

Procedures - managing transfers

Director of Enrolments	For inbound students If Brisbane Grammar School seeks to enrol a student under 18 years of age who is transferring from another registered provider, and has welfare arrangements approved by that provider, the school must: <ul style="list-style-type: none"> if before the student has completed the first six months of their school sector course - provide a letter of offer to the student and check that the student 's release has been granted in PRISMS before issuing a CoE 	St 5.7.1 St 5.7.2
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	<ul style="list-style-type: none"> negotiate the transfer date for welfare arrangements with the releasing provider to ensure there is no gap; create CoE with CAAW based on agreed transfer date, and inform the student of their visa obligation to maintain their current welfare arrangements until the transfer date, or have alternate welfare arrangements approved or return to their home country until the new approved welfare arrangements take effect. 	
Director of Enrolments	<p>For outbound students</p> <p>If the school grants a student's request for transfer to another registered provider before completing the first six months of their first school sector course (and the student has provided with a valid letter of offer from the other provider), the school must confirm the student's release in PRISMS.</p> <p>If the student transfers to another registered provider before completing their course, the school must</p> <ul style="list-style-type: none"> negotiate the transfer date for welfare arrangements with the receiving provider to ensure there is no gap, and advise the student to contact the Department of Home Affairs (Immigration) to seek advice on whether a new student visa is required. <p>Once the school has received confirmation from the receiving provider that a CoE with CAAW has been generated, the school must:</p> <ul style="list-style-type: none"> create a SCV and record details of the transfer in the "Comments" field under the Welfare Tab in the student's CoE, and click on the change of accommodation/welfare link. <p>It will be possible to print a copy of the updated record. (A PRISMS alert that there is a clash of arrangements with another provider is also a signal to update this information in PRISMS.)</p>	<p>St 5.7</p> <p>St 7.3.2</p>
Managing suspension and cancellations of enrolments, or significant changes to approved arrangements		
<p>In the event that the school:</p> <ul style="list-style-type: none"> suspends or cancels the student's enrolment, or can no longer approve the accommodation welfare, or the student will be cared for by a parent or nominated relative approved by Immigration and a Confirmation of Appropriate Accommodation and Welfare (CAAW) is no longer required. 		
Procedures - managing suspensions and cancellations		

Director of Enrolments	<p>In the event that the school suspends or cancels the student's enrolment, the school must</p> <ul style="list-style-type: none"> • continue to monitor the suitability of the student's arrangements until • the student has alternative welfare arrangements approved by another registered provider, or • care of the student by a parent or nominated relative is approved by Immigration • the student leaves the country, or • the School reports it can no longer approve arrangements. • update PRISMS to ensure that the CAAW is cancelled <p>Update the student's records to reflect the change in arrangements.</p>	St 5.6
Procedure - school can no longer approve welfare		
<p>*NB: if the school can no longer approve welfare of a student, follow this procedure below BEFORE MAKING THIS REPORT VIA PRISMS.</p> <ul style="list-style-type: none"> • <i>Firstly, if the child is in danger, contact the police / state or territory welfare authorities before contacting Immigration</i> • <i>Seek advice from Immigration about actions that can be taken and timeframes for these by emailing</i> • <i>student.visa.programme@homeaffairs.gov.au*. When doing this,</i> <ul style="list-style-type: none"> - <i>include URGENT in the subject line if necessary</i> - <i>make it clear that the student is under 18 years of age</i> - <i>advise if the incident / situation has been reported to another agency or authority e.g., police, welfare authority or International Quality (Schools) even if the other agency may not have had time to assess the case</i> - <i>provide details of the circumstances</i> - <i>keep records of all communications and follow advice about managing the circumstances from the Student Visas team in Immigration.</i> <p>*This email address is for use by education providers only, not students. Students can use contact details provided at https://immi.homeaffairs.gov.au/help-support/contact-us/telephone/in-australia.</p>		
Director of Enrolments Deputy Headmaster - Students	<p>In the event that the school can no longer approve the accommodation welfare, including when the student cannot be contacted, the school will:</p> <ul style="list-style-type: none"> • Advise the Department of Home Affairs (Immigration) within 24 hours; and <p>make all reasonable efforts to ensure that the student's parent / guardians are notified immediately of non-approval.</p>	St 5.4 St 5.5
Procedures - parent / guardian assumes welfare responsibility (CAAW to be cancelled)		
Director of Enrolments	<p>In the event that a CAAW is no longer required because the student will be cared for by a parent or nominated relative approved by Immigration, the school will:</p> <ul style="list-style-type: none"> • confirm that the parent / nominated relative has been approved by 	5.3.6.1 St 5.6.2

	<p>Department of Home Affairs (Immigration) (e.g. via VEVO); and</p> <ul style="list-style-type: none"> • update PRISMS as soon as possible to ensure that the CAAW is cancelled; and • update the student's records to reflect the change in arrangements. 	
Procedures - school is approving temporary welfare arrangements and vacation care		
NOTE: This includes school approved vacation care arrangements for boarding students if the student is living in an alternative arrangement for longer than 10 days at a time and more than twice a year.		
Deputy Headmaster - Students	<p>Verifying suitability of proposed accommodation arrangements as per school's</p> <ul style="list-style-type: none"> ○ Selection Guidelines for Homestay Families ○ Agreed Services / activities <p>Accommodation Checklist</p>	St 5.3.3.1
Deputy Headmaster - Students	Ensure Blue Cards are in place for all persons 18 years and over if required according to Blue Card legislation.	St 5.3.2 Blue Card
Deputy Headmaster - Students	Ensure that students / homestay families have been advised of emergency contacts for the school during the vacation care / temporary accommodation placement.	St 3.5
Process for managing disruptions for welfare arrangements, including in emergencies		
Deputy Headmaster - Students	<p>In the event that:</p> <ul style="list-style-type: none"> • the international student is refusing their accommodation or is missing from their accommodation • the accommodation provider becomes unable to maintain arrangements, <p>Activate Critical Incident policy, including</p> <ul style="list-style-type: none"> • the action to be taken • any immediate welfare arrangements in an emergency • required follow-up by the registered provider • records of the incident to be kept for at least two years after the international student ceases to be an accepted student • protocols for informing authorities such as the police, Immigration, the international student's parents, or other relevant authorities. 	St 5.3.4 St 5.4 St 5.5 St 6.8
Deputy Headmaster - Students	<p>Strategies for managing disruptions for welfare arrangements, including in emergency situations include</p> <ul style="list-style-type: none"> • Homestay family / staff member / third party provider with appropriate background, screening and facilities has been identified as being willing and able 	

	<p>to accommodate a student for a short term at short notice if needed</p> <ul style="list-style-type: none"> • Student's written agreement includes a condition for a parent / legal guardian to provide emergency care if needed, and to come to Australia to do this, if necessary. 	
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Procedures for emergencies and contact with police

1. Emergencies:

- Schools are required provide students with information about emergency and health services as part of their responsibilities as registered providers.
- There is section on [Information for emergencies](#) for students under [Health and safety](#) topics on the [Study in Australia – Live in Australia](#) web pages.
- Students should have a 24 hour ICE (in case of emergency) contact number provided by the school in their mobile phones (St 5.2.1).

2. Contact with the Queensland Police Service (QPS):

- There is information in [OPERATIONAL PROCEDURES MANUAL](#) for QPS procedures for situations where police come into contact with international students.
 - See in particular [Chapter 5 - Children](#) – 5.9 International Homestay Students.
Please note, in a situation where police come into contact with an international school-age student where they would normally contact a parent or guardian, It is QPS policy to attempt to contact the student's homestay provider in the first instance. If the homestay provider is unable to be contacted, according to the Manual, police should "...enquire with the student regarding any emergency contact person nominated by either the homestay or course provider. The final attempted point of contact should be the principal of the school the student is attending."
 - Other relevant chapters of the Manual include: [Chapter 6 - Special Needs](#) (6.4 Cross Cultural Issues) and [Chapter 16 – Custody](#) (16.7 Foreign Nationals).
 - Police have certain [obligations](#) from the Department of Foreign Affairs and Trade where a foreign national student dies or is taken into custody. (<http://dfat.gov.au/about-us/publications/Documents/detention-or-death-of-a-foreign-national-in-australia.pdf>)

3. Procedure for reporting a missing international student after discovering a student is missing:

- contact police immediately;
- conduct a search (if appropriate) of the school or location;
- inquire with other students if:
 - they know where the student may be and/or who the student may be with;
 - there is any concern for the child's wellbeing (depressed, fearful, bullying, school pressures, loneliness, etc.);
 - any friends the child may confide in;
 - any travel plans the child may have disclosed;
- record, if possible, what the student was last known to be wearing;
- obtain a recent photograph of the child;

- (vi) identify when & where the child was last seen;
- (vii) identify if the student has any medical requirements, especially in relation to the medication which must be taken (insulin etc.), if the student takes medication, has the student taken the medication with them;
- (viii) check (if appropriate) the student's possessions to see if they have taken their possessions with them (electrical gadgetry, clothing etc.);
- (ix) advise the student's parents and establish the most recent contact with the child, concerns for welfare, recent behaviour (talk of returning home, unhappy, etc.);
- (x) identify social media used by the child, including avatars (on-line names);
- (xi) identify bank accounts the child has access to (if known);
- (xii) ensure there is a single point of contact (max two persons) for police to contact with any inquiry outcomes.

Sample School Accommodation and Welfare Policy

Care for younger students under 18 years

Brisbane Grammar School is a CRICOS-registered provider which enrolls younger students under 18 years of age.

As part of its registration obligations Brisbane Grammar School must satisfy Commonwealth and state legislation, as well as any other regulatory requirements, relating to child welfare and protection for any overseas student enrolled who is under 18 years of age.

These obligations include ensuring that all overseas students under 18 years of age are given age-and culturally-appropriate information on:

- who to contact in emergency situations, including contact number/s of a nominated staff member, and
- how to seek assistance and report any incident or allegation involving actual or alleged sexual, physical or other abuse.

Brisbane Grammar School has documented procedures relating to child welfare and safety and will implement these procedures in the event that there are any concerns for the welfare of a student under 18 years of age.

Accommodation and care options for overseas students under 18 years

Brisbane Grammar School approves the following accommodation and care options for overseas students:

1) The student will live with a parent or relative approved by the Department of Home Affairs (Immigration).

In this case:

- i. The School does **not** provide a welfare letter (CAAW) via PRISMS. The student's family completes Form 157N and provides proof of relationship to Department of Home Affairs (Immigration) at the time of visa application for approval of these arrangements. The Department of Home Affairs (Immigration) must also approve any further change of welfare arrangements.
- ii. If the adult responsible for the welfare, accommodation and other support arrangements for a student under 18 years holds a [Student Guardian Visa \(subclass 590\)](#), all obligations and conditions of this visa must be met, including:
 - a) not leaving Australia without the nominating student unless there are compassionate and compelling circumstances and the School has first approved alternative welfare and accommodation arrangements for the student for the adult's period of absence, and
 - b) advising the Department of Home Affairs (Immigration) of any change of address, passport or other changes of circumstances.

Brisbane Grammar School requires holders of Student Guardian Visas to:

- i. maintain Overseas Visitor Health Cover for themselves and any dependent children living with them in Australia
- ii. immediately advise the School of any change to address or contact details
- iii. immediately advise the School if there are any compassionate or compelling reasons to travel overseas or not be at home for an extended period of time to care for the student.

If there is a valid reason for travelling overseas, and the School is able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the School will provide documentation approving temporary care arrangements for the student to the student's guardian and for the Department of Home Affairs (Immigration) via PRISMS.

If there is not a valid reason for travelling overseas, or if the School is not able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the student will need to travel overseas with the holder of the student guardian visa. In this case, the School will advise if compulsory attendance requirements will or will not be affected by the student's absence.

2) The student will live in school approved accommodation and welfare arrangements and Brisbane Grammar School will generate the welfare letter (CAAW) via PRISMS to accompany the student's Confirmation of Enrolment (CoE).

Accommodation options that may be approved by Brisbane Grammar School for full fee paying 500 (formerly 571) visa subclass students under 18 years of age include:

- i. School Boarding House

Brisbane Grammar School will maintain approval of accommodation and care arrangements until:

- i. The student completes the course and departs Australia
- ii. the student turns 18 years
- iii. any appeals processes in relation to Brisbane Grammar School's intentions to cancel the student's enrolment has been finalised (including suspensions, cancellations, course progress and attendance)
- iv. the student has alternative welfare arrangements approved by another registered provider
- v. a parent or nominated relative approved by the Department of Home Affairs (Immigration) assumes care of the student
- vi. Brisbane Grammar School has notified the Department of Home Affairs (Immigration) that it is no longer able to approve the student's welfare arrangements and has taken the required action after not being able to contact the student.

Any accommodation, welfare and other support arrangements for the student must be approved by Brisbane Grammar School, including arrangements provided by third parties.

Accommodation and care arrangements are checked prior to approval and at least every six months thereafter to ensure they are appropriate to the student's age and needs.

Any adults involved in or providing accommodation and welfare arrangements to the student have a blue card as appropriate (<https://www.bluecard.qld.gov.au/>).

Any changes to approved arrangements must also be approved by the School.

If a student cannot be located and the School has concerns for his/her welfare, the School will contact the student's parents / legal guardian and notify the police and any other relevant authorities.

If a student for whom the School has issued a CAAW refuses to maintain approved arrangements, the School will report this to the Department of Home Affairs (Immigration) and advise the student to contact the Department of Home Affairs (Immigration) to ensure visa implications are understood. (See Department of Home Affairs (Immigration) office addresses at: <https://immi.homeaffairs.gov.au/help-support/contact-us/offices-and-locations>.)

[Optional In the event of a significant or critical welfare issue involving the student, and if determined necessary by the school, a parent, legal guardian or approved relative agrees to travel to a designated location within x days to assume care of the student until the situation has been resolved to the school's satisfaction.]

If a parent / nominated guardian wishes to assume welfare responsibility, the parent / nominated guardian must notify the school as soon as practicable of their intentions and must provide the school with written evidence of a guardian visa grant.

3) For School vacation periods, students under 18 years of age for whom Brisbane Grammar School has issued a CAAW will:

- i. return home to parents, or
- ii. apply for approval to spend the vacation with relatives or a friend's family.

4) For School vacation periods, the following accommodation options are available to students 18 years or older:

- i. Student returns home to parents
- ii. Student may spend vacation with friend's family or relatives, provided details are given
- iii. Student may travel unaccompanied during vacation periods, provided details are given.

The following staff member / department is responsible for reviewing and updating the School accommodation and welfare policy and documents:

Mr David Carroll
Mr Jamie Smith

Deputy Headmaster – Students
Director of Enrolments

This policy should be checked and updated whenever there is a change in regulations about NC Standard 5, in Department of Home Affairs (Immigration) regulations, or when existing policies need to be adapted or strengthened.

THIS SECTION LAST UPDATED BY Jamie Smith ON 8/12/2022

Accommodation Policy for Overseas Students

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School), who is a Registered Provider.

ACCOMMODATION, SUPPORT AND GENERAL WELFARE ARRANGEMENTS

The School requires all overseas students to live in Harlin House (the School's boarding house) which the School has determined provides suitable accommodation to protect the personal safety and social well-being of overseas students. This is unless the overseas student is to live with one or both of his Parents or Guardians who reside permanently in Brisbane. To clarify, references to a Parent or Guardian in this policy relate only to the legal parent or guardian of an overseas student. The School will not approve an overseas student to live with a person within Australia who is not the student's legal parent or guardian. If the overseas student or Parent or Guardian terminates the overseas student's living arrangements at Harlin House without approval of the School, this may be grounds for cancellation of enrolment. In addition, the School must notify the Department of Home Affairs (DHA) if the living arrangements of the overseas student change or if the School no longer approves the overseas student's accommodation arrangements. This may result in the overseas student's visa being cancelled. By enrolling the overseas student as a boarder to reside at Harlin House, the Parent or Guardian agrees to the requirements outlined in this policy. The School only provides the required Confirmation of Appropriate Accommodation and Welfare (CAAW) letter to Department of Home Affairs (DHA) for the overseas student to apply for his visa on this basis.

ARRANGEMENTS DURING SCHOOL HOLIDAY PERIODS

Semester and term dates for the overseas student's first year of enrolment will be provided to the Parent or Guardian in the letter confirming the overseas student's offer of placement at the School. Semester and term dates for each subsequent year will be published on the School's website and intranet by July for the following calendar year and will be provided in the Boarders' Handbook which is issued in December each year. All periods between each semester and term are considered school holiday periods. Harlin House opens one day prior to the commencement of each school term and closes on the last day of school each term. The Parent or Guardian is responsible for arranging in advance the overseas student's travel and accommodation during all school holidays. The School's preference is for an overseas student to return home to his Parent or Guardian for the duration of the school holidays. The Parent or Guardian must notify the School in writing of the arrangements made for the overseas student for each school holiday period by completing, signing and submitting in advance an Overseas Boarding Student's Vacation Leave Form and any requested supporting documentation for each requested period of holiday leave. If the overseas student will not be returning home to the Parent or Guardian for the holiday, the Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the holiday period, as detailed below.

REQUESTS FOR WEEKEND LEAVE

For an overseas student to have a period of absence from Harlin House over a weekend during a term, the Parent or Guardian must first seek approval for the absence from the School. The Parent or Guardian will be responsible for

making the proposed arrangements for the weekend leave. The Parent or Guardian must notify the School in writing of the proposed arrangements made for the overseas student by completing, signing and submitting in advance an Overseas Boarding Students - Weekend Leave Form and any requested supporting documentation for each requested period of weekend leave. The Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the requested leave period, as detailed below.

APPROVAL OF OTHER ARRANGEMENTS

As detailed above, where the Parent or Guardian wishes the overseas student to stay in accommodation other than with them or in Harlin House (for example, over the course of any weekend or holiday period), the Parent or Guardian must provide the required forms and supporting documents to first obtain the School's approval. Where such approval is sought, in assessing the suitability of the proposed travel, accommodation, support and general welfare arrangements for the overseas student, the School may consider:

- (a) whether the Parents or Guardians have taken steps to arrange suitable care, accommodation and travel for the overseas student;
- (b) whether the Parents or Guardians have taken all necessary steps to confirm the care, accommodation and travel arrangements made are suitable for the overseas student;
- (c) whether the Parents or Guardians have taken all necessary steps to confirm there is a responsible person providing care and accommodation to the overseas student who is least 21 years of age and of good character; and
- (d) whether the School has been advised of all details of the care, accommodation and travel arrangements made for the overseas student, including the contact details of the responsible person and copies of current Blue Cards where necessary.

In satisfying itself as to the suitability of a proposed arrangement for an overseas student, the School relies on the judgment of the Parent or Guardian and the warranties and indemnities given by the Parent or Guardian in relation to the proposed arrangements by way of the relevant School forms.

YEAR 12 STUDENTS – SCHOOLIES WEEK

The School will not give permission for any overseas student to attend Schoolies week in any circumstances. If the School becomes aware that an overseas student attends Schoolies, the School will notify DHA. This may result in the overseas student's visa being cancelled.

ARRANGEMENTS FOLLOWING SUSPENSION OR CANCELLATION OF ENROLMENT

The rights and obligations outlined in this policy will continue to apply during any period of suspension of an overseas student from the School. In the event of cancellation of enrolment of an overseas student, the rights and obligations outlined in this policy will continue to apply until (whichever occurs first):

- (a) the overseas student is accepted as a student by another school which is a Registered Provider and that school takes over responsibility for approving the overseas student's accommodation, support and general welfare arrangements;
- (b) the overseas student leaves Australia;
- (c) other suitable arrangements are made that comply with the Migration Regulation 1994 (Cth); or
- (d) the School advises DHA that the School can no longer approve of the arrangements for the overseas student.

Letter to Parents re: Term Leave

Dear XXXX

As <<Preferred>> is an overseas student residing in Harlin House, Brisbane Grammar School is required by the relevant Australian government legislation to issue a Confirmation of Appropriate Accommodation and Welfare (CAAW) letter to enable <<Preferred>> to apply for a visa to study here. The CAAW commenced on the day <<Preferred>> entered Harlin House and concludes on the final day of his last year at Grammar, plus seven days. You might remember receiving this letter before <preferred> commenced at the School.

As you know, Harlin House closes on the last day of school each term. It is the School's preference for overseas students to return home to their parents/guardians for the duration of their holidays. However, if <<Preferred>> will not be under your care and supervision during the forthcoming holidays you are required to seek the School's approval for the leave arrangements you have put in place for him. To obtain the School's approval for leave please complete and return the attached *Overseas Boarding Students' Vacation Leave Form* advising the School, in writing, of the holiday arrangements you have made for <<Preferred>>.

The form:

1. requires the contact details to be given to the School for the person who will be responsible for providing accommodation for the student (**responsible person**);
2. incorporates a number of warranties that you, as <<Preferred's>> parent or guardian, must provide to the School. In signing the form, you warrant to the School that:
 - a. you have arranged suitable care, accommodation and travel arrangements for the student;
 - b. you have taken all necessary steps to satisfy yourself that the care, accommodation and travel arrangements you have made are suitable;
 - c. you have taken all necessary steps to satisfy yourself that the responsible person providing care and accommodation for <<Preferred>> is at least 21 years old and of good character;
 - d. you have advised the School of all of the care, accommodation and travel arrangements you have made for the student; including the contact details of the responsible person and a copy of the responsible person's current Blue Card where necessary;
3. requires you to acknowledge and agree the School has not undertaken its own investigations in relation to the suitability of the care, accommodation and travel arrangements you have made for <<Preferred>> and the School will rely upon the information you have provided about the care, accommodation and travel arrangements made by you and the warranties provided by you as the basis for assessing the suitability of the proposed care, accommodation, support and general welfare arrangements for the student; and
4. requires you to indemnify the School against all Loss arising directly or indirectly from the care, accommodation and travel arrangements you have made for the student. "**Loss**" means any loss, claim, action, penalty, liability, damage, cost, charge, expense, payment, which the School pays, suffers or incurs or is liable for, including legal (on a full indemnity basis) and other expenses incurred arising out of the care, accommodation or travel arrangements you have made for the student, or in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts paid in settlement of any claim action.

The School will then determine whether to approve or decline <<Preferred>>'s leave arrangements.

We will accept a scanned copy of the form (reception@brisbanegrammar.com) to allow arrangements to be confirmed and approved but the original form must also be forwarded via mail. Please ensure the completed form is received no later than **Friday [insert date]**.

Yours sincerely

Overseas Boarding Students' Vacation Leave Form

This form should be completed for each period of vacation leave requested for an overseas boarding student and submitted no later than four weeks prior to the requested leave period.

The School may decline to approve or cancel leave arrangements at any time at the School's discretion.

I,, being a parent/guardian of (student)

in Year wish to advise Brisbane Grammar School of the arrangements made for the student's care and accommodation during the School holidays.

(Please choose Option A or B by ticking the appropriate box.)

OPTION A

☐ *The student will be returning home during the School holidays and I will advise both the Director of Boarding and the Director of Enrolments of his travel arrangements prior to the final week of term.*

*(If the student is returning home during the holiday period, please sign and date this form at the bottom of the page and **DO NOT** complete Option B.)*

OPTION B

☐ *I have made alternative arrangements for the student during the vacation period, as follows:*

Date leaving Harlin House:

Date returning to Harlin House:

(Please note Harlin House reopens on date.)

Details of travel arrangements:.....

.....

Address at which the student will be accommodated:.....

Name and contact details of the responsible person providing care and accommodation for the student:

.....

.....

Relationship of responsible person to the student:

☐ A copy of the current Blue Card of the responsible person and any other adult residing in the home is **attached**.

(N.B. A student's parent, grandparent, great grandparent, brother, sister, uncle, aunt, niece, nephew or first cousin are not required to hold a Blue Card.)

1. *I warrant that, by signing this form:*

a. *I have arranged suitable care, accommodation and travel arrangements for the student;*

b. *If Option B is selected:*

i. *I have taken all necessary steps to satisfy myself that the care, accommodation and travel arrangements I have made for the student are suitable; and*

ii. *I have taken all necessary steps to satisfy myself that the responsible person is at least 21 years old and of good character;*

c. *I have advised the School of all details of the care, accommodation and travel arrangements I have made for the student including, where Option B is selected, the contact details of the responsible person and a copy of the responsible person's current Blue Card, where necessary.*

2. *I agree to indemnify the School against all Loss arising directly or indirectly from the care, accommodation and travel arrangements I have made for the student during the period of absence from the School. "Loss" means any loss, claim, action, penalty, liability, damage, cost, charge, expense, payment, which the School pays, suffers or incurs or is liable for, including legal (on a full indemnity basis) and other expenses incurred arising out of the care, accommodation or travel arrangements I have made for the student, or in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts paid in settlement of any claim or action.*

3. *I acknowledge and agree:*

a. *The School may not have undertaken its own investigations in relation to the suitability of the care, accommodation and travel arrangements I have made for the student; and*

b. *The School will rely upon the information I have provided about the care, accommodation and travel arrangements made by me for the student and the warranties I have provided in this form as the basis for assessing the suitability of the proposed care, accommodation, support and general welfare arrangements for the student.*

Signed: Dated:

Print name:

Letters of Offer and Written Agreements

References: NC B St 2, NC B St 3; [Department of Home Affairs \(Immigration\) Education Providers Roles and Responsibilities](#) (See Minimum contents of a Letter of Offer) ; ESOS Act 2000 s18, s21, s46D, s47B, 47D, ESOS Regs 2019 s.9, [The Australian Consumer Law](#)

Brisbane Grammar School provides Letters of Offer and enters Written Agreements with students / parent(s) / legal guardian(s).

Checklist for Letters of Offer

See [Department of Home Affairs \(Immigration\) Education Providers Roles and Responsibilities](#) (Minimum contents of a Letter of Offer):

Letters of offer made to students are used to support student visa applications and must contain the information in the table below.

Information the letter must contain

Type of information

Course fees

The amount for the entire course. This is calculated by aggregating the highest estimate per semester.

The tuition costs may include the cost of health insurance where the education provider has arranged this on behalf of the student.

Course duration

Include start date, end date and length of the course.

Course description

The CRICOS code and name of the course.

Education provider code

The CRICOS code for the provider of the course.

Note: This is required because of the many institutions using different trading names.

Conditional offer of a place if applicable

Specifications of the conditions.

Note: *If a letter of offer does not contain the information specified in the table above the department will need to estimate costs based on the highest tuition cost, and there may be a delay processing the application.*

(Checked from Department of Home Affairs (Immigration) website November 2017)

- ☐ Ensure school does not request more than 50% of the student's total tuition fees for a course before the student has begun the course, and if offering the option to pay more than 50% of course tuition fees upfront, ensure there is evidence of choice in taking up this option in the student's written agreement.

Checklist for Written Agreement

<input type="checkbox"/> Written agreement must be in plain English and meet requirements of ESOS Act as well as NC B St 3, and be consistent with The Australian Consumer Law .	NC B St 3
<input type="checkbox"/> Captures all necessary contact details and information required about an accepted student	
<input type="checkbox"/> Signed or otherwise accepted by the student / parent(s) / legal guardian(s) if student is under 18 years, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.	ESOS Act 2000
<input type="checkbox"/> As good practice, and to be consistent with requirements for written agreements, include course location on letters of offer.	S22
<input type="checkbox"/> Sets out services to be provided.	s27
<input type="checkbox"/> Outlines the course or courses in which the student is to be enrolled, including CRICOS course code, course location, expected course start date and modes of study.	S46D
<input type="checkbox"/> Outlines any prerequisites necessary to enter the course or courses, including English language requirements.	s47B
	s47D

<ul style="list-style-type: none"> □ Identifies any conditions on enrolment/ preliminary requirements. □ Provides an itemised list of tuition and non-tuition fees payable for the student, periods to which tuition fees relate and payment options, including the option to pay >50% of tuition fees before a course commences. □ Lists circumstances in which other non-tuition or additional fees may apply – for example, to defer studies, have study outcomes reassessed, late payment fee, bank transfer fees, etc. □ Includes the school's refund policy which provides information in relation to refunds of fees paid, including: <ul style="list-style-type: none"> – amounts that may or may not be repaid to the student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider) (NC St 3.4.1) – processes for claiming a refund (NC St 3.4.2) – a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS (NC St 3.4.4) – details of any refund paid if the student defaults as required under s47D of the ESOS Act 2000 – details of any refund paid if the school defaults as required under s46D of the ESOS Act 2000 – Confirmation that refunds will be paid directly to the person who enters into the agreement with the registered provider about the student, unless the person gives a written direction to the provider to pay the refund to someone else (NC St 3.4.3) – Provision that a copy of the policy will be given to each intending overseas student before an agreement is entered into (NC St.2.1.7) – Includes the statement: "This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies". (NC St 3.4.5) □ Sets out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988. (NC St 3.3.6) □ Outlines the school's internal and external complaints and appeals processes, in accordance with NC St 10 (Complaints and appeals). □ States that the student is responsible for keeping a copy of the written agreement as supplied by the school, and receipts of any payments of tuition fees or non-tuition fees. □ Only use links to provide supplementary materials. (NC 3.3.9) □ Advises the student of the requirement to notify the school, while in Australia and studying with the school, of his or her contact details including <ul style="list-style-type: none"> ○ current residential address, mobile number (if any) and email address (if any) ○ who to contact in emergency situations ○ any changes to those details, within 7 days of the change. (NC St 3.5) □ Advises current contact details of student, parent (s), emergency contact and any approved relative providing welfare arrangements will have to be confirmed at least every 6 months. □ Details of course duration and fees must align with details entered into PRISMS at time of creating CoE, for e.g., <ul style="list-style-type: none"> a) Course duration must not exceed registered course(s) length in PRISMS b) Total tuition and non-tuition fees in invoice must not exceed amount in PRISMS 	<p>The Australian Consumer Law</p>
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<p>c) NB Written agreements may cover more than one course if courses are similar, all requirements are met and if required information provided covers all courses.</p> <p><input type="checkbox"/> Brisbane Grammar School must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student. (NC St 3.6)</p> <p><input type="checkbox"/> Requests permission for school to check visa status and entitlements online via VEVO for duration of enrolment.</p> <p><input type="checkbox"/> In the event of a significant or critical welfare issue with the child, if determined necessary by the school, requires that a parent or approved relative will travel onshore within xx days to assume care of the child until the situation has been resolved to the school's satisfaction.</p>		
<p>Brisbane Grammar School's Letter of Offer and Written Agreement is provided to students in the following ways: <i>[e.g. via education agent if applicable, by post, email...]</i></p> <p><input type="checkbox"/> Post</p> <p><input type="checkbox"/> Email</p> <p><input type="checkbox"/> Copy sent to education agent</p> <p><i>[*N.B: The office of the Overseas Students Ombudsman http://www.ombudsman.gov.au/How-we-can-help/overseas-students has advised the Australian Consumer Law (ACL: http://www.consumerlaw.gov.au) has implications for written agreements with overseas students Schools. Schools may wish to seek legal advice on written agreements being consistent with the ACL.]</i></p>		
<p>It is the role of the following staff members to undertake these steps in updating and keeping records of the School's Written Agreements. Records of all written agreements as well as receipts of payments made by students under the written agreement must be kept for at least 2 years after the person ceases to be an accepted student.</p>		
Staff Member	Action	REF
Director of Enrolments	Checking application documentation is complete and entry requirements satisfied as per enrolment procedures	NC B St 3 St 3.1 St 3.3
Director of Enrolments	Creating written agreement for each accepted student	
Director of Enrolments	Managing financial processes for written agreements <ul style="list-style-type: none"> • creating invoices • receiving, recording and receipting initial payments • entering payment details into PRISMS 	
Director of Enrolments	Creating CoEs and CAAWs (if applicable) as per enrolment procedures	
Director of Enrolments	Receiving, processing and filing written agreements	
Director of Enrolments	Checking and monitoring commencement dates	NC B St 3 St 3.5
Director of Enrolments	Updating contact details every six months and managing changes in contact details (within 7 days)	
Director of Enrolments	Communicating changes in policy to parents / legal guardian	
Director of Enrolments	<p>A copy of a signed written agreement is kept on each student's file.</p> <p><i>[State whether original copies are required or whether there is a process for verifying electronically lodged agreements, and any procedures related to filing copies of agreements.]</i></p>	ESOS Act 2000 s 21

Director of Enrolments	If a written agreement needs to be updated or amended to maintain compliance, e.g., in the case of increase of school fees beyond the amount advised, attaching a signed amendment to the agreement to the original document kept on file.	NC B St 2 St 2.1.7
Director of Enrolments	Retaining records of each accepted student who had enrolled in a course and who has paid any tuition and non-tuition fees for a course provided by the School for two years after the student ceases to be accepted as a student. (Records do not need to be updated after the date of cessation.)	ESOS Act 2000 s 21

Information in this section should be checked and updated whenever there is a change to the local student admission form, conditions of enrolment, or policies or schedules relating to overseas students.

THIS SECTION LAST UPDATED BY Jamie Smith ON 8/12/2022

Sample Letter of Offer

Legal Entity t/a Brisbane Grammar School

CRICOS Provider Code:

Date:

Insert Parent Name and Address

Re: *Insert Student Name, DOB*

Dear.....

Brisbane Grammar School has assessed *[insert student's name]*'s enrolment application for and is pleased to confirm an offer of enrolment as follows:

Course/s: *Insert Course name/s (as registered on PRISMS)* CRICOS Course Code/s:

Course location: *Insert address of location where course is delivered:*

Year Level(s): Start date: Finish date:

Estimate of Total Tuition Fees: Non-tuition fees:
Course Costs

Continuing enrolment will depend on

- meeting any student visa conditions, including satisfactory course progress and attendance requirements,
- agreeing to Brisbane Grammar School's policies, including maintaining approved welfare and accommodation arrangements, and any further conditions of enrolment detailed in *Acceptance of Enrolment / Written Agreement* attached, and
- payment of tuition and non-tuition fees by the due date. An itemised list of fees is enclosed within the attached Written Agreement.

To accept Brisbane Grammar School's offer of enrolment, please sign and return the attached *Acceptance of Enrolment / Written Agreement* and arrange for fees to be paid as per invoice attached by *[insert date]*.

[insert Payment details:]

Prior to accepting this offer of enrolment, please check all contact details on the *Acceptance of Enrolment / Written Agreement*, and ensure detailed information, including parent / legal guardian and emergency contact details, and about any medical conditions or learning needs, has been provided.

On receipt of a completed and signed *Acceptance of Enrolment / Written Agreement* and payment of fees, Brisbane Grammar School will issue a Confirmation of Enrolment for *[insert name of student]*'s student visa application.

Please advise date of visa grant and *[insert name of student]*'s arrival details so final arrangements can be made in preparation for *his / her* commencement of studies at Brisbane Grammar School.

Yours sincerely.....

Brisbane Grammar School

LETTER OF OFFER WAS LAST UPDATED BY Jamie Smith ON 8/12/2022



BRISBANE GRAMMAR SCHOOL

Date

Salutation Name

Address 1

Address 2

Suburb State Postcode

OFFER OF PLACE
SURNAME Firstname – DOB: XX/XX/XXXX

Dear,

I am delighted to confirm our offer of a place for <<Preferred>> as a Year X boarding student commencing in Term 1, 2020, subject to the details and conditions detailed below.

1. Course/s Details – CRICOS Provider Number: 00489C

Course Name: Junior Secondary Studies Years 7-10 Boys Only
CRICOS Course Code: 084786K
Entry Level: Year X, 2020
Commencement Date: XXX January 2020
Completion Date: November XXXX
Course Duration: 4 study periods
(a study period is approx. 24 weeks or one semester)

Course Name: Senior Secondary Studies Years 11 & 12 Boys Only
CRICOS Course Code: 084787J
Entry Level: Year X, 20XX
Commencement Date: XX January 20XX (date to be confirmed)
Completion Date: November 20XX (date to be confirmed)
Course Duration: 4 study periods
(a study period is approx. 24 weeks or one semester)

Welfare Start Date: XXXX January 2020
Welfare End Date: XXXX April 20XX (student turns 18 years of age)

2. Conditions of Enrolment

- a) This offer is for a boarding place only and does not ensure a place will be available for <<Preferred>> should you seek to change his status to that of day boy at some time in the future.

Brisbane Grammar School
Gregory Terrace Brisbane QLD 4000
T +61 7 3834 5200 E reception@brisbanegrammar.com W brisbanegrammar.com
CRICOS Number 00489C

Harlin House, which is the School's boarding facility, opens Monday 28th January 2019. The letter Confirming Approval of Appropriate Accommodation and Welfare (CAAW) issued by the School will be dated accordingly.

As a result, if <<Preferred>> is travelling to Australia unaccompanied he will only be able to enter the country on XX January 2020, in accordance with the CAAW letter. <<Preferred>> is able to enter Australia earlier than this date only if accompanied by a parent or guardian.

- b) By signing this letter, you authorise the School to check <<Preferred>>'s visa entitlements electronically via the Visa Entitlement Verification Online (VEVO) on the [Department of Home Affairs](#) (DHA) website for the duration of <<Preferred>>'s enrolment at the School.
- c) By signing this letter you authorise the School to open a learning account in <<Preferred>>'s name with the Queensland Studies Authority from Year 10 onwards, and for <<Preferred>> to be assigned a Learning Unique Identifier (LUI) for certification of studies purposes.
- d) It is a condition of enrolment that <<Preferred>>'s abides by all School policies, including without limitation those referred to in this letter and for you to disclose any medical or health conditions that may affect <<Preferred>>'s studies or welfare for the duration of his enrolment at the School.
- e) Should <<Preferred>> require ongoing English tutoring to support his studies, his family will need to engage the services of a private tutor at their expense. Brisbane Grammar School would assist the family to locate an appropriate tutor.

3. Course Length and Study Periods

The total length of the course is an estimated 8 study periods, to be completed over a 4-year period. There are two study periods each year referred to as Semester 1 (comprising Term 1 and Term 2) and Semester 2 (comprising Term 3 and Term 4).

The length of each study period may vary but will not exceed 24 weeks, including mid-Semester holidays.

Please note the holiday term breaks in the term calendar year as these weeks are not included in the study period weeks. Term dates vary slightly each year and therefore future dates are estimates at this stage until the next year's term dates have been determined and released.

4. Full Duration of Enrolment Course Fees

Junior Secondary Studies Years 7-10 Boys Only - Course Code: 084786K
Entry Year Level: Year X SURNAME: XXXX FIRSTNAME: <<Preferred>>
Course start date: XX/01/2020 Course end date: XX/11/20XX Study Periods: X AUD\$

Prepaid entry fees tuition (please refer ^^)	21,410.00
Prepaid entry fees non-tuition (please refer ^^)	19,595.00
Total fees for full course duration	75,470.00
^^ estimated full course tuition (Year/s XX-XX)	
Total fees for full course duration	56,056.95
^^ estimated full course non-tuition (Year/s XX-XX)	

Senior Secondary Studies Years 11 & 12 Boys Only - Course Code: 084787J
Entry Year Level: Year X SURNAME: XXXX FIRSTNAME: <<Preferred>>
Course start date: XX/01/2020 Course end date: XX/11/20XX Study Periods: 4 AUD\$

Prepaid entry fees tuition (please refer ^^)	21,410.00
Prepaid entry fees non-tuition (please refer ^^)	19,595.00
Total fees for full course duration	75,470.00
^^ estimated full course <u>tuition</u> (Year/s XX-XX)	
Total fees for full course duration	56,056.95
^^ estimated full course <u>non-tuition</u> (Year/s XX-XX)	

^^ An estimate of the total future course fees for the duration of <<Preferred>>'s enrolment has been calculated, as follows:

Tuition: full course fees include: the initial upfront tuition fees paid and an estimate of future tuition fees. The tuition fee total includes the Confirmation Fee and Tablet PC Levy. The fees are based on the current fee level (as outlined in this Offer of Place).

Non-tuition: full course fees include: the initial upfront non-tuition fees paid; an initial purchase of uniforms costing approximately AUD\$1,000 on entry to Middle School OR Senior School; estimates for uniform replacement for future years of approximately AUD\$200 per year; boarding fees; textbook purchases of approximately AUD\$500 per year; the moderation fee (Years 11-12 only); and the application fee. The non-tuition fees quoted are as per the current fee schedule for 2019.

Overseas Student Health Cover

The Department of Immigration and Border Protection (DIBP) now requires all visa applicants to provide evidence of Overseas Student Health Cover (OSHC) for the proposed duration of their visa.

You are required to arrange OSHC. The School does not organise this for you. You must advise the School and provide a copy of the evidence of such policy and you will also be required to provide evidence of health cover when you apply for the student visa for <<Preferred>>. One such provider you may wish to consider is Medibank Private. An estimated cost of AUD\$XXXXXX for XX months insurance cover has been included in the total Non-Tuition Fees (Year/s XX-XX) within this Offer as a guide.

It should be noted the OSHC commencement date must coincide with the date of entry for the welfare commencement date as provided by the School and outlined on student visa paperwork that will be provided to you by the school once payment is transacted and all documents are completed, signed and returned to the school. The date of completion of health cover should also be extended past completion of Year 12 and until 15 March of the next year (i.e. following Year 12 completion). This will allow <<Preferred>> to remain covered by health insurance while organising university entry as under student visa conditions students must at all times remain covered by a health policy. Please note only certain health providers are accepted by the Department of Home Affairs and these health providers are advised on the [Department of Home Affairs](#) website.

Other Non-Tuition Fees

It is a condition of enrolment that <<Preferred>> wears the School uniform during School hours and at other times, as required. School uniforms may be purchased from the Grammar Shop.

Booklists for each year of the course are issued in Term 4 for the next calendar year. Textbooks may also be purchased from the Grammar Shop and information will be provided to you during Term 4 in readiness for <<Preferred>>'s commencement at the School.

While requirements and pricing vary each year, it is estimated that, at current pricing, a minimum outlay for uniforms, textbooks and stationery for the School year will be AUD\$1,000.00 upon entry.

This pricing assumes you will purchase two sets of uniforms for <<Preferred>> for Year 9 entry. Thereafter it is anticipated uniform costs will be considerably less each year as you will only be required to replace worn, outgrown or lost items.

<<Preferred>> will be required to participate in the School's Tablet PC program. Students will be issued with a rental personal computer upon commencement. The rental fee may change yearly. This fee forms part of the tuition fees required by the School and as such the amount has been included in the total tuition fee estimate for <<Preferred>>'s full course of study. This fee may be adjusted for short-term students.

Explanation of Fees

The Confirmation Fee of AUD\$2,650 paid by all students who attend the School is directed to the Endowment Fund for the provision of bursaries – as such it is included as part of total tuition fees. Other fees for advance tuition and boarding are also listed as payable. An Application Fee also applies of AUD\$500 (non-refundable). A Technology Levy of AUD\$1,185 (per annum) is also applicable to Years 7-12.

Tuition fees will increase yearly. Fees listed within this Offer of Place are based on the current 2019 fee schedule. As a guide, fee increases may be between 5% and 10% each year. The aim of the school is to keep fee increases to a minimum and in past years the average fee increase has been an estimated 5% however the above possible fee increase range should be taken into account.

5. Fees now payable to secure enrolment

To secure <<Preferred>>'s place at the School you are required to pay the following fees:

	AUD\$
Application fee	500.00
Confirmation Levy	2,600.00
Tuition Fees (one semester in advance)	17,625.00
Technology Levy (per annum)	1,185.00
Boarding fee (three terms in advance)	19,095.00
Note: Health cover must be arranged by family, not the school	

Less Application Fee payment	500.00
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TOTAL DUE TO BE PAID BY: XXXXXXXX	<u>AUD\$40,505.00</u>
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The remaining balance for annual tuition, boarding or other fees applicable to <<Preferred>>'s enrolment following entry and within the calendar year of enrolment will be invoiced as per the normal business arrangements of the School. All invoices must be paid by the due date.

Thereafter, yearly fee invoices will be forwarded by the School each December for payment of the next two study periods, (i.e. for both Semesters 1 and 2 of the next school year) and payment is required in full by the due date.

The School provides a range of methods for the payment of fees. In addition to cash and cheque, you may pay your fees using credit card (e.g. Visa or MasterCard) or via direct deposit. The full range of payment options is explained on your School fees invoice each year.

Bank Details

The fees now due may be deposited directly to the following bank accounts.

BANK ANZ 324 Creek Street Brisbane Qld 4000 Australia

SWIFT Code: ANZBAU3M

(for all fees except Confirmation Fee)

BSB: 014002 **Account number:** 3610 00903

(Confirmation Fee only)

BSB: 014002 **Account number:** 2580 78665

REFERENCE: SURNAME, First name

Please note the 'Confirmation Fee' must be paid into a separate account (details outlined above). To assist our Accounts Department in identifying your deposits, please quote the reference as noted above (son's SURNAME, First name).

6. Statement regarding Course Credit

The School does not offer credit. Entry into any course is subject to the assessment of the School. This also applies to on-shore school transfers, either within the state or territory or from interstate.

7. Code of Expectations and Behaviour of Students

The School has a Code of Expectations and Behaviour of Students, which applies to all students. A copy of the Code is enclosed with this letter. You should read it carefully as it is a condition of enrolment that <<Preferred>> complies with the Code.

8. Accommodation Policy

The School has an Accommodation Policy that applies to overseas students which is enclosed with this letter. You should read it carefully as it forms part of <<Preferred>>'s conditions of enrolment. Also enclosed for your information is the School's Overseas Boarding Students' Vacation Leave Form and the Overseas Boarding Students' Weekend Leave Form.

9. Course Progress and Attendance Policy

The School has a Course Progress and Attendance Policy that applies to overseas students which is enclosed with this letter. You should read it carefully as it forms part of <<Preferred>>'s conditions of enrolment.

10. Deferment, Suspension and Cancellation Policy

The School has a Deferment, Suspension and Cancellation Policy that applies to overseas students which is enclosed with this letter. You should read it carefully as it forms part of <<Preferred>>'s conditions of enrolment.

11. Refund Policy

The School has a Refund Policy that applies to overseas students. A copy of this policy is included at Annexure 1 to this letter. You should read it carefully as it is part of this letter and forms part of the agreement between you and the School.

This letter, the School's Refund Policy, and the availability of complaints and appeals processes do not remove the right of you or <<Preferred>> to take action under Australia's consumer protection laws.

12. Complaints and Appeals Policy

The School has a Complaints and Appeals Policy that applies to overseas students which is enclosed with this letter. You should read it carefully as it forms part of <<Preferred>>'s conditions of enrolment.

13. Student Transfer Request Assessment Policy

The School has a Student Transfer Request Assessment Policy that applies to overseas students which is enclosed with this letter. You should read it carefully as it forms part of <<Preferred>>'s conditions of enrolment.

14. Change of Address

You must immediately notify the School in writing of a change of any of the following contact details for you and <<Preferred>> at any time during enrolment:

- (a) current residential address;
- (b) current postal address;
- (c) mobile telephone number (if any);
- (d) home telephone number (if any); and
- (e) email address (if any).

The School is required by law to request confirmation of the above contact details in writing for you and <<Preferred>> at least every six months. Accordingly, the information we have on file will be forwarded to you twice yearly and we require you to confirm the information is correct or advise us of any amendments.

15. Welfare and Accommodation Arrangements

Where the School has approved <<Preferred>>'s welfare and accommodation arrangements, the School's approval is required for any changes to welfare and accommodation arrangements. Under the ESOS Act, Brisbane Grammar School holds the welfare responsibility for <<Preferred>> while he is a student at the school and is under the age of 18.

16. Description of the ESOS Framework

Please see the enclosed information.

17. Privacy

Information is collected on the enclosed forms and during <<Preferred>>'s enrolment in order to meet the School's obligations under the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (National Code 2018) to ensure students' 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 ESOS Act, the Education Services for Overseas Students Regulations 2001 (Cth) and the National Code 2018.

Information collected about you and <<Preferred>> on these forms and during <<Preferred>>'s 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 these forms or during <<Preferred>>'s enrolment may be disclosed without your consent or <<Preferred>>'s consent where authorised or required by law.

The circumstances and type of information that the School may be required to provide to the Australian Government and/or designated authorities includes the following:

- a) where the student is accepted for enrolment into the course, the student's personal and contact details, and course enrolment details (and any changes to such enrolment);
- b) the circumstances of any suspected breach by the student of a student visa;
- c) the circumstances of any termination of the student's study following enrolment;
- d) where the student is accepted for enrolment into the course but does not begin his course when expected, the student's personal and contact details, and the office of Home Affairs where the student's application for a student visa was made;
- e) where the student is accepted for enrolment into the course but terminates his studies before the course is completed, the student's personal and contact details, and the Department of Home Affairs (DHA) to which the Secretary of the Department of Education is to give the information received by the School;
- f) any change to the identity or duration of the student's course following the student's enrolment;
- g) where the identity or duration of the student's course changes following the student's enrolment, the student's personal and contact details, and the Department of Home Affairs (DHA) to which the Secretary of the Department of Education is to give the information received by the School; or
- h) where the student's studies have been deferred or suspended, the proposed duration of any deferment or suspension of the studies.

For more information on privacy, please refer to Brisbane Grammar School's Privacy Policy in the School Record Book which is provided to students in Years 5 – 8 in hard copy and to students in Years 9 – 12 electronically. The Privacy Policy, and all other School policies, may also be found on the School's internet and intranet sites.

18. Acceptance Procedure

In order to accept and finalise <<Preferred>>'s enrolment, all forms attached to this Offer of Place, fully completed and signed by both parents or as indicated, and the completed forms and payment of AUD\$40,505.00 as outlined in Item 5 of this Offer of Place must be received by XX XXXXXX XXXX.

Please note that the Confirmation Fee must be made separately as it is directed to the Endowment Fund for the provision of bursaries.

Forms to be completed and attachments include:

- Student Enrolment Agreement (this form must be signed by both parents/guardians and must be returned to the School);
- Student Details at Entry booklet; and
- This letter must have each page initialled by parents and signed. The entire letter must be returned showing pages initialled and fully signed. Please retain a copy.

19. Acceptance

All parent(s)/guardian(s) must read and sign this letter.

I confirm I have received and understood information from the School about:

- course in which <<Preferred>> is to be enrolled;
- conditions on enrolment in the course;
- tuition and non-tuition fees;
- Brisbane Grammar School's Refund Policy and various other policies referred to in this Agreement;
- sharing of personal information;
- change of address obligations;
- grounds on which <<Preferred>>'s enrolment may be deferred, suspended or cancelled as outlined in the Deferment, Suspension and Cancellation Policy;
- authorising the School to use VEVO to check <<Preferred>>'s visa entitlements during the period of enrolment.

I declare that the information supplied in relation to <<Preferred>>'s enrolment is true and correct. I agree to pay all fees due and owing for the duration of the enrolment as set out in this letter.

I have read, understood and agree to be bound by the conditions of enrolment set out in this letter.

Father's/guardian's signature

Date

Mother's/guardian's signature

Date

If you have any questions please feel free to contact me. I look forward to welcoming <<Preferred>> to Grammar.

Yours sincerely



Mr. Jamie Smith
DIRECTOR OF ENROLMENTS

Attachments and Enclosures
BGS International Student School Policies
Student Enrolment Agreement
Student Details Entry Booklet
Code of Expectations and Behaviour
ESOS Framework



BRISBANE GRAMMAR SCHOOL

STUDENT ENROLMENT AGREEMENT

THIS FORM MUST BE READ, SIGNED AND RETURNED TO THE SCHOOL WITH YOUR CONFIRMATION FEE OF \$2650

BRISBANE GRAMMAR SCHOOL

Gregory Terrace, Brisbane, Queensland, 4000

Telephone: (07) 3834 5200

Facsimile: (07) 3834 5202

Email: reception@brisbanegrammar.com

STUDENT ENROLMENT AGREEMENT

BETWEEN: THE BOARD OF TRUSTEES OF THE BRISBANE GRAMMAR SCHOOL ("the School")

and:

Parent/Guardian _____

Parent/Guardian _____
("the Parents")

of: _____
(Address)

Telephone Home: _____

Work: _____

Mobile: _____

Email: _____

in respect of the enrolment
of ("the Student"): _____

Date of Birth: _____

Year Level: _____

Date of Entry: _____

Status (Day/Resident): _____

9 GST

9.1 Where possible the School will quote its tuition fees and charges on a GST inclusive basis. If GST becomes payable in respect of any part of any tuition fees and charges levied by the School, the School reserves the right to increase those tuition fees and charges at any time.

10 Personal Information, Material and Media

10.1 The Parents agree that the School will collect personal information about the Parents and the Student which may be required by the School to function and conduct its activities.

10.2 The Parents authorise the School to use and disclose such personal information at any time during or after the Student's enrolment in such manner and in such circumstances as the School, in its absolute discretion, considers appropriate for the purposes of the School's functions and activities and for the education, health, care, welfare or development of the Student.

10.3 The Parents acknowledge and agree that the School may take or use at any time during or after the Student's enrolment any photographs, videos or other recordings or images of, and audio recordings of, the Student, whether in hard copy, soft copy or digital or other format, and whether taken at the School's premises or otherwise during School activities ("Recordings").

10.4 The Parents authorise the School:

10.4.1 to publish Recordings at any time during or after the Student's enrolment in any publication authorised by the School, including but not limited to publication on the Internet and via social media (e.g. Facebook, YouTube or Twitter);

10.4.2 to use work produced by the Student (including without limitation written compositions and art work) for any purpose deemed appropriate by the School, in its absolute discretion, at any time during or after the Student's enrolment; and

10.4.3 to grant media access to the Student under the supervision of the School for any purpose deemed appropriate by the School, in its absolute discretion, including without limitation interviews at the School's premises for external publication.

10.5

The Parents agree to the School or a service provider on behalf of the School sending and storing data including personal information about the Parents and the Student outside Australia at any time during or after the Student's enrolment for the purposes of accessing and using information and communications technology products and services provided from outside Australia (e.g. an email or document management system hosted by a service provider on servers located outside Australia). The School will only send and store such personal information outside Australia for these purposes and in compliance with applicable Australian privacy laws.

11 No Warranty

11.1 The School does not warrant that it will achieve any particular educational or personal development outcome in respect of the Student.

11.2 The School does not warrant that it can control behaviour or activities of other students or parents as they may affect the Student.

12 Indemnity by the Parents

12.1 The Parents will indemnify the School, each member of the Board of Trustees of the Brisbane Grammar School (each a "trustee"), the School's employees and agents against:

12.1.1 any loss or damage suffered by the School, each trustee, the School's employees and agents; and

12.1.2 any claim against the School, each trustee, the School's employees and agents,

arising out of a failure of the Student or the Parents to comply with this Enrolment Agreement, the Code of Expectations and Behaviour of Students and all other rules, regulations, policies and procedures of the School including those published in the School Handbook or available on the School website and which may be amended at the School's absolute discretion at any time.

13 General

13.1 This Enrolment Agreement constitutes the sole and entire agreement between the Parents and the School in relation to the enrolment of the Student and any warranty, representation, guarantee or other term or condition of any nature not contained in this Enrolment Agreement is of no force or effect.

13.2 This Enrolment Agreement will be governed by the laws in force in Queensland.

Signature of Parent/Guardian: _____ Date: _____

Full Name (print): _____

Signature of Parent/Guardian: _____ Date: _____

Full Name (print): _____

Signature of Headmaster or Nominee: _____ Date: _____

Full Name (print): _____

CRICOS Provider No: 00489C

IT IS AGREED AS FOLLOWS:			
1	Acceptance of Enrolment	4	Change of Address
1.1	The School agrees with the Parents to accept enrolment of the Student on the terms set out in this Enrolment Agreement.	4.1	The Parents agree to immediately inform the School in writing of any change in their postal address or telephone numbers.
2	Responsibilities of the Parents	5	The Parents' Instructions
2.1	The Parents agree:	5.1	Usual School Activities
2.1.1	to pay the enrolment confirmation and administration fee of \$2650 at the time of signing this Enrolment Agreement which they acknowledge is non-refundable in any circumstances.	5.1	From time to time, the School will require instruction, authority or direction from the Parents on matters concerning the Student, including the Student's involvement in usual School activities of a curricular, co-curricular or extra-curricular nature. The Parents agree that the School can act upon the instruction, authority or direction provided by only one of the Parents, unless and until the School receives written instructions from both of the Parents or a court order to do otherwise.
2.1.2	to pay all tuition fees and charges levied by the School by the due dates in accordance with the Schedule of Fees and Charges published by the School and amended from time to time (a copy of the current Schedule of Fees and Charges is enclosed with this Agreement).	5.2	Emergencies
2.1.3	to provide the School with documentary evidence which demonstrates to the satisfaction of the School that they are able to fulfill the obligation to pay all fees and charges pursuant to this Agreement, if so requested by the School.	5.2	In the event of any medical or other emergency arising in respect of the Student and the School considers it impracticable to communicate with the Parents, the Parents authorise the School to act as it considers, in its absolute discretion, is in the best interests of the Student. The Parents agree to indemnify the School in respect of any costs or expenses which the School incurs as a result of the School taking action pursuant to this clause.
2.1.4	that the Student will comply with the Code of Expectations and Behaviour for Students which may be amended from time to time at the School's absolute discretion.	5.3	Enrolment
2.1.5	that the Student and the Parents will comply with the School's rules, regulations, policies and procedures including those published in the School Handbook and available on the School website and which may be amended from time to time at the School's absolute discretion.	5.3	Subject to the terms of this Enrolment Agreement, both of the Parents jointly agree that for the Parents to terminate or otherwise make changes to this Enrolment Agreement, the School will only act upon written instructions to the Headmaster of both of the Parents, unless:
2.2	Both of the Parents must sign this Enrolment Agreement unless a parent or guardian informs the Headmaster in writing (supported by documentary evidence acceptable to the School) that he/she is solely responsible for the Student and for payment of the tuition fees and charges levied by the School. The Parents acknowledge that, unless otherwise agreed in writing with the Headmaster, each of the Parents is jointly and severally liable for the payment of all tuition fees and charges levied by the School.	6	Student Information/Special Needs
2.3	Should any tuition fees and charges not be paid by the due date, the School may suspend or terminate the Student's enrolment at the School's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees or charges previously paid.	6.1	The School has limited resources to provide for special needs of particular students. Special needs include physical or intellectual disabilities, learning difficulties or learning support requirements and needs of a medical, psychological, health or dietary nature. The School does not warrant that it is able to provide for special needs and the Parents acknowledge that the School cannot always meet a student's existing, future or potential special needs.
2.4	The Parents agree that the School is entitled (without prejudice to its rights under clause 2.3 above) to charge a monthly administration and service fee on any outstanding tuition fees and charges until those tuition fees and charges have been paid in full. The Parents agree that the current monthly administration and service fee of \$150 per month is reasonable and may be reviewed and increased by the School at any time to take account of either increased risk or costs in servicing such outstanding fees and charges. Any increase in the monthly administration and service fee will be notified in writing to the Parents.	6.2	The Parents warrant that they have informed the School of all special needs of the Student which may be relevant to the education or welfare of the Student. If the Parents fail to inform the School of any special needs in relation to the Student, the School, in its absolute discretion, may refuse to proceed with enrolment of the Student or terminate the enrolment of the Student under this Enrolment Agreement.
2.5	At the School's absolute discretion, the School may suspend or terminate the Student's enrolment under this Enrolment Agreement.	6.3	Prospective Students
		6.3	Where the enrolment is terminated and the Student has not yet commenced at the School, in addition to the requirements of clause 3.1 and 3.2 (as applicable), the Parents will forfeit all amounts already paid to the School including, but not limited to, the confirmation and administration fee and advance fee.
		6.4	Absences
		6.4	Tuition fees and charges (including residential fees where applicable) are payable during any period in which the Student is absent from the School.
		6.4.1	Where the Parents inform the School of special needs of the Student, or where special needs develop, are identified or change, the School will discuss those special needs with the Parents. If the School considers that it cannot meet the special needs of the Student:
		6.4.2	the School, in its absolute discretion, may refuse to proceed with the enrolment of the Student or terminate the enrolment of the Student under this Enrolment Agreement.
		6.4.2	The Parents may choose not to proceed with the enrolment, or may terminate the enrolment of the Student without giving notice under clause 3.1 of this Enrolment Agreement.
		6.5	If the School agrees to accept the Student for enrolment or to continue with the enrolment of the Student after being informed of the Student's special needs or special needs being identified in relation to the Student, the School will inform the Parents of the extent to which it will likely be able to provide for the Student's special needs. If the Parents subsequently choose to proceed with the enrolment, the Parents acknowledge and agree that the School will not be liable for any failure to provide for those special needs.
		7	Discipline
		7.1	The School's disciplinary policies apply to conduct of the Student both inside and outside the School and whether or not the conduct is connected to school activities.
		7.2	The School may, in its absolute discretion, determine when conduct of the Student warrants discipline and may apply such discipline as the School, in its absolute discretion, considers appropriate having regard to the Code of Expectations and Behaviour for Students and other school rules, regulations, policies and procedures in force from time to time and the conduct of the Student.
		7.3	The Parents acknowledge and agree that the School's disciplinary procedures include suspension from the School and immediate termination of the Student's enrolment under this Enrolment Agreement at the School's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees or charges previously paid.
		8	Loss of Property and Insurance
		8.1	It is not practically possible for the School to implement and administer systems or processes which will adequately protect the Student's personal property against loss, damage or theft.
		8.2	All personal property brought to the School or to a school activity by the Student is at the sole risk of the Student and the Parents. The School accepts no liability for loss or theft of or damage to personal property of the Student however that may occur and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss, theft or damage.
		8.3	The School does not insure the personal property of students or parents which is brought to the School or to school activities. It is the responsibility of the Parents to arrange such insurance as they consider appropriate.
		8.4	The School has limited personal accident insurance in respect of its students, and accordingly the Parents should arrange such personal accident insurance in respect of the Student as they consider appropriate.

Education Agents

References: NC B St 4; ESOS Act 2000 s21A; NC B St 2; ESOS Regs 2019

As part of Brisbane Grammar School's undertaking of due diligence, prospective agents are requested to provide as much of the following information as possible as evidence of meeting professional conduct standards and understanding of obligations under the 2018 National Code:

- 1) Company profile
 - Details of principal's background and qualifications
 - Number of staff
 - Details of key staff members and/or school consultants
 - Number of years in existence
 - Services provided by the company
 - Location and details of offshore offices
 - Location and details of sub-contractors
 - Location and details of any off-shore partners
- 2) Company registration details
- 3) Details of past and present experience recruiting students
 - For Australian or New Zealand schools
 - For other education sectors
 - Number of students
- 4) Familiarity with Australian education industry *[provide details]*
 - Knowledge of ESOS Act
 - Knowledge of National Code –
 - Completion of the Education Agent Training Course (EATC)
 - Knowledge and understanding of Simplified Student Visa Framework (SSVF)
 - Knowledge and understanding of Australian international education system and AQF
 - Knowledge and understanding of the [Australian International Education Agent Code of Ethics \(ACE\)](#)
- 5) Experience in
 - Education industry generally
 - Any other major business areas
- 6) Details of markets from which recruit
 - Geographical area
 - Characteristics of potential market
- 7) Names of any professional organisations of which the agent is a member
- 8) Outline of services to be provided

<p>9) Written references, dated and with contact details from three sources</p> <ul style="list-style-type: none"> • An Australian Government Officer or Agency • An Australian or New Zealand school • A referee of the agent's choice 	
<p>Education agents are engaged to formally represent Brisbane Grammar School under the following conditions:</p> <ul style="list-style-type: none"> • The education agent agrees to comply with the requirements of Standard 4 in the 2018 National Code, including <ul style="list-style-type: none"> • declaring in writing and taking reasonable steps to avoid conflicts of interests with any duties as an education agent representing Brisbane Grammar School (St 4.3.1) • observing appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas students (St 4.3.2) • acting honestly and in good faith, and in the best interests of the student (St 4.3.3) • having appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics (St 4.3.4) • The education agent signs and abides by the conditions of the School's written agency agreement • The education agent responds appropriately to School monitoring activities and corrective and preventative action, and understands the grounds for termination of agreement as outlined in Standard 4.4 of the 2018 National Code • The education agent accurately promotes the services and facilities provided by the school and uses up to date marketing materials as supplied by the School. <p>Brisbane Grammar School will not accept a student from an education agent if it is known or suspected at any time that the agent</p> <ul style="list-style-type: none"> • engages in or has previously engaged in dishonest practices; • deliberately attempts to recruit a student within the first six months of that student's study in their first registered school sector course with another provider; • facilitates the enrolment of a student he/she believes will not comply with visa conditions, or is not a bona fide student, or • provides immigration advice where he/she is not authorised to do so under the Migration Act 1958 <p>Brisbane Grammar School may receive a student enrolment application from an education agent on behalf of the parent. As the education agent has not been engaged by the school to formally recruit students on the school's behalf, such an agent would fall outside the scope of NC St 4.</p> <p>A list of education agents with whom the school has a formal written agreement are listed on the home page of Brisbane Grammar School's website and is readily available to students and regulators.</p>	<p>NC B St 4</p> <p>St 4.1</p> <p>St 4.3.1</p> <p>St 4.3.2</p> <p>St 4.3.3</p> <p>St 4.4.4</p> <p>St 4.4</p> <p>St 4.5</p> <p>St 4.2</p> <p>NC B St 1</p> <p>NC B St 2</p> <p>St 4.6</p>

<p>Brisbane Grammar School enters and keeps up to date details about education agents with whom the school has a formal written agreement in PRISMS.</p> <p>Information provided about education agents includes at a minimum:</p> <ul style="list-style-type: none"> • Agency name • Name of principal agent • Legal entity of agency • Street address(es) of agency • Business email • Phone number 	<p>ESOS Act 2000 s21A</p> <p>St 4.1</p>
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Website List of Education Agents

The following List of Education Agents with whom *Brisbane Grammar School* has a written agreement is posted on school website at www.brisbanegrammar.com

Name of Agency, Legal Entity and Name of Principal Agent	Office Address Details	Contact Details
<p>Australian Boarding Schools International (ABSI)</p> <p>Annie Weatherburn</p>		<p>annie@australianboardingschools.com.au</p> <p>P:+61 3 62812300 M: +61 437305640</p>

THE WEBSITE LIST OF EDUCATION AGENTS WAS LAST UPDATED BY Jamie Smith ON 8/12/2022

Agent Management

It is the role of the following staff members / department to undertake the following activities regarding education agent management:

Staff Member	Action	When	REF
Director of Enrolments	Undertake due diligence	When new agent enquiry is received and is being considered. See Engaging education agents	NC B St 4
Director of Enrolments	Keep updated records of written agency agreements and of communications with agents	See Monitoring agent interactions <ul style="list-style-type: none"> • Written agreements are reviewed annually • Operational communications are recorded and filed 	NC B St 4 St 4.2.3
Director of Enrolments	Enter and maintain Agent details in PRISMS, and keep	<ul style="list-style-type: none"> • Required when accepting a student from an agent who has facilitated or is 	St 4.1 ESOS Regs 2019 s.11 Item 1 s.13

	records of agent details	facilitating the student's enrolment (i.e., with whom the School has a written agreement)	
DH - Staff / Director of Enrolments	<ul style="list-style-type: none"> • Take corrective or preventative action, or terminate agreement as per terms of agreement. This includes for failing to • avoid and take reasonable steps to avoid conflicts of interest when undertaking agreed duties • observe appropriate levels of confidentiality and transparency in dealing with students/intending students • act honestly and in good faith, and in the student's best interests • have appropriate knowledge and understanding of international education systems in Australia and the Australian International Education and Training Code of Ethics • observe restrictions on transfer of students 	<ul style="list-style-type: none"> • As required for education agents or agent employee or subcontractor under St 4.4, 4.2 and 4.3 	St 4.2 St 4.3 St 4.4 St 4.6.2
Director of Enrolments	Provide agent access to updated and accurate marketing materials and school information	<ul style="list-style-type: none"> • <u>Monitoring agent interactions</u> • <u>Checklist for Marketing Information and Practices</u> • Updated materials are posted/sent electronically every <i>[indicate month/ period of time]</i> • Updated fees lists are provided <i>[indicate month/ time of year]</i> 	St 4.2.3 NC B St 2

		<ul style="list-style-type: none"> Ensuring agent is providing applicants with current and accurate information, as most recently supplied by the school. 	
--	--	--	--

Processes for Monitoring Activities of Education Agents	
Ref: NC DSt4	
Brisbane Grammar School practices due diligence in responding to agent enquiries by requesting comprehensive information about an agency and references from reputable sources.	NC DSt4
<p>Agents with whom Brisbane Grammar School has a formal written agreement are listed on the School's website via a link from the home page: www.brisbanegrammar.com</p> <p>Prospective agents are requested to provide as much of the following information as is possible:</p> <ul style="list-style-type: none"> Company Profile <ul style="list-style-type: none"> Details of Principal's background and qualifications Number of staff Details of key staff members and/or school consultants Number of years in existence Services provided by the company Location and details of off-shore offices Location and details of subcontractors Location and details of any off-shore partners Company registration details Details of past and present experience recruiting students <ul style="list-style-type: none"> For Australian or New Zealand schools For other education sectors Number of students Familiarity with Australian education industry <ul style="list-style-type: none"> Knowledge of ESOS Act Knowledge of National Code Completion of the Education Agent Training Course (EATC) Experience in <ul style="list-style-type: none"> Education industry generally Any other major business areas 	

<ul style="list-style-type: none"> • Details of markets from which the Agent recruits <ul style="list-style-type: none"> • Geographical area • Characteristics of potential market • Names of any professional organisations of which the Agent is a member • Outline of services to be provided • Written references dated and with contact details from three sources <ul style="list-style-type: none"> • An Australian Government Officer or Agency • An Australian or New Zealand school • A referee of the agent's choice <p>See Appendix 3 for copies of Agency letters</p>	
<p>Agent activities are monitored on a regular basis through tracking of the following:</p> <ul style="list-style-type: none"> • Number of enquiries overall • Ways enquiries are followed up • Reasons applications were not lodged following an enquiry • Number of applications lodged overall • Number of applications accepted • Reasons applications were rejected • Timelines for: <ol style="list-style-type: none"> a. Date of enquiry b. Lodgement of application c. Application decision d. Receipt of commission invoice e. Payment of commission <p>For comprehensive examples of documents and processes for education agent management, see <i>Agent management best practice guides</i>: https://www.ombudsman.gov.au/_data/assets/pdf_file/0020/80138/Factsheet_provider_education-agents.pdf https://internationaleducation.gov.au/Regulatory-Information/Documents/National%20Code%202018%20Factsheets/Standard%204.pdf</p>	



Brisbane Grammar School Agency Agreement

Dated

between The Board of Trustees of the Brisbane Grammar School
Trading as Brisbane Grammar School
ABN: 41 291 151 944
CRICOS Provider No: 00489C
Gregory Terrace, Brisbane, QLD 4000
("Brisbane Grammar School")

and

Company name:
ABN:
As Trustee for
Trading as
Address:
Address:
("The Agent")

1) Background

- a) The purpose of this document is to formalise the agreement for the Agent to represent Brisbane Grammar School for the purpose of the recruitment of suitable students to study at Brisbane Grammar School.
- b) Under the Education Services for Overseas Students Regulations 2019 (ESOS) providers of education to overseas students are required to meet certain standards as are any education agents with whom the provider has entered into an agency agreement.
- c) The countries/regions covered by this agreement are:
 - i)
 - ii)
 - iii)
- d) The term of this agreement is 1 (one) year from the date of the agreement (**Term**).
- e) Where a student or prospective student is a minor, the parties acknowledge and agree that any of the obligations that the Agent has to students under this Agreement or the ESOS Regulations 2019 also extend to the parent(s)/legal guardians of the student or prospective student.

2) Engagement of the Agent

- a) Brisbane Grammar School engages the Agent to recruit suitable prospective students in the Territory for the Term of the agreement.
- b) This is a non-exclusive agreement and Brisbane Grammar School may appoint other agents in the Territory.
- c) This agreement permits the Agent to provide the Services in the Territory. If the Agent wishes to expand its Services to other countries/regions outside of the Territory, the Agent must obtain the prior written consent of Brisbane Grammar School and, the parties must then prepare a variation to the agency agreement in accordance with clause 16.a.

3) Responsibilities of the Agent

- a) Under this Agreement the Agent must provide the following Services (**Services**);
 - i) Promote Brisbane Grammar School and its courses in the Territory
 - ii) Recruit and assist in the recruitment of prospective students to undertake courses at Brisbane Grammar School in accordance with the policies of Brisbane Grammar School
 - iii) Provide prospective students with any necessary information required under the ESOS Regulations 2019 including information about the courses, facilities and services of Brisbane Grammar School
 - iv) Assist students in completing and submitting application forms to Brisbane Grammar School
 - v) Provide Brisbane Grammar School with up to date agency details required under the ESOS Act for publishing on the school website:
 - Agency Name
 - Name of principal agent
 - Legal entity
 - Street address(es)
- b) In performing the Services, the Agent must;
 - i) Promote Brisbane Grammar School with integrity and accuracy and recruit prospective students in an honest and ethical manner

- ii) Inform prospective students accurately about the requirements of Brisbane Grammar School using only material provided or approved by the Brisbane Grammar School
 - iii) Take reasonable steps to confirm the accuracy of information provided by prospective students in the application
 - iv) Ensure that only signed and completed applications are submitted to Brisbane Grammar School
 - v) Where the prospective student is a minor ensure that the parent(s)/legal guardians of the student or prospective student sign the application
 - vi) Ensure that relevant supporting documentation accompany each application and acceptance of offer documents.
 - vii) Provide any offer documents received from Brisbane Grammar School to the prospective student within 24 hours of receiving the offer documents
 - viii) Only undertake promotional and marketing activities involving Brisbane Grammar School that have been approved by Brisbane Grammar School
 - ix) Comply with all applicable laws including the ESOS Regulations 2019 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (**2018 National Code**)
 - x) Act in a manner that enables Brisbane Grammar School to operate in accordance with the ESOS Regulations 2019 and the National Code
- c) As per the requirements of the ESOS Regulations 2019, the Agent must not;
- i) Engage in any dishonest practices, including recruiting or attempting to recruit a student currently studying with another Australian education provider
 - ii) Facilitate the enrolment of students who the Agent believes will not comply with the conditions of their student visa
 - iii) Use the Provider Registration and International Students Management System (PRISMS) to create a Confirmation of Enrolment for other than bona fide students, or
 - iv) Provide prospective students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958)
- d) In addition to 3.c. the Agent must not;
- i) Suggest to a prospective student that they can come to Australia on a student visa for any reason other than for full time study;
 - ii) Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education provider or their courses or inaccurate claims regarding any association between Brisbane Grammar School and any other education provider
 - iii) Facilitate applications by students who do not meet the visa criteria or make any guarantees about the likelihood of obtaining a student visa
 - iv) Give false or misleading information relating to course fees payable or acceptance into a course
 - v) Receive or bank applications fees or course fees payable to Brisbane Grammar School by a prospective student or deduct any fees from the amount payable by the student to Brisbane Grammar School
 - vi) Commit Brisbane Grammar School to accept any prospective student into a course
 - vii) Use or access PRISMS without the prior written consent of Brisbane Grammar School
 - viii) Recruit or attempt to recruit a prospective student who the agent knows to have engaged the services of another representative of Brisbane Grammar School
 - ix) Sign or encourage others to sign official documents, such as the application form, on behalf of the prospective student unless the student is a minor and that person is the prospective students parent(s)/ legal guardian
 - x) Submit an application to Brisbane Grammar School on behalf of a student if the Agent is aware the prospective student has applied to other education providers

- xi) Submit an application to Brisbane Grammar School on behalf of a student the Agent is aware has been rejected by an education provider for a similar course
- e) The Agent must ensure that all staff of the Agent and any sub-contractors of the Agent are aware of and comply with the requirements of the ESOS Regulations 2019.
- f) Unless Brisbane Grammar School agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent.

4) Responsibilities of Brisbane Grammar School

- a) Brisbane Grammar School must;
 - i) Give the Agent sufficient information to enable the Agent to undertake its services, including information regarding the requirements of the ESOS Regulations 2019
 - ii) Give the agent up-to-date and accurate marketing materials about Brisbane Grammar School
 - iii) Assess completed applications from prospective students within a reasonable time of receipt
 - iv) Comply with the requirements of the ESOS Regulations 2019
- b) Brisbane Grammar School is not required to accept any prospective student referred by the Agent

5) Confidentiality

- a) The Agent must keep confidential:
 - i) All information provided by Brisbane Grammar School other than that which is needed to perform the Services in accordance with this agreement
 - ii) The terms of this Agreement

6) Agent's Fees

- a) Subject to the provisions of this clause, Brisbane Grammar School must pay the Agent the Commission specified in Schedule 1 (**Commission**) for each student who is recruited by the Agent, where that student:
 - i) is accepted for enrolment in a course at Brisbane Grammar School; and
 - ii) has paid the course fee to Brisbane Grammar School; and
 - iii) has commenced the course and has had 8 weeks of satisfactory progress and attendance
- b) For the purposes of this Agreement, the Agent is regarded as having recruited the student under this agreement if the Agent submits the student's application for enrolment and that application also bears the agent's name.
- c) The Commission is not paid where a prospective student applies directly to Brisbane Grammar School
- d) The Commission is not payable unless the Agent has submitted an invoice in a form approved by Brisbane Grammar School.
- e) Brisbane Grammar School must pay the Commission payable under this clause within 30 days of receipt of a valid invoice from the Agent.

7) Assignment and Sub-contracting

- a) The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of Brisbane Grammar School.
- b) The Agent must not sub-contract to any person the performance of any of its obligations under this Agreement without the prior written consent of Brisbane Grammar School.
- c) Despite any sub-contract, the Agent remains liable for performing its obligations under this Agreement.

8) Monitoring of Agent's activities

- a) The Agent must participate in a range of activities to review the performance of the Agent. These activities may include but are not limited to:
 - i) A regular review of the Agent's performance, to be undertaken at least every six months at the discretion of Brisbane Grammar School including a record of inquiries and outcomes as set out in Schedule 2,
 - ii) Spot checks to be undertaken by representatives of Brisbane Grammar School both at the agents premises and at promotional events
 - iii) A yearly survey of parents of students and students recruited by the Agent

9) Corrective Action

- a) If at any point during the term of this Agreement, Brisbane Grammar School becomes aware of or reasonably suspects that the Agent, an employee of the Agent or sub-contractor is negligent, careless or incompetent or is engaged in false, misleading or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set out below in clause 10.
- b) Alternatively, Brisbane Grammar School may decide at its discretion to engage in corrective action with the Agent. These activities may include but are not limited to:
 - i) On-shore training for the Agent
 - ii) Requiring the Agent to complete the AEI on-line Agent Training Course

10) Terminating this agreement

- a) Either party may terminate this Agreement at any time by giving the other party 30 days notice in writing
- b) If the Agent breaches any part of this Agreement, Brisbane Grammar School may terminate the Agreement at any time and with immediate effect by giving written notice to the agent
- c) If the Agent breaches any part of 3.c, Brisbane Grammar School will immediately terminate the Agreement with immediate effect by giving written notice to the agent except where the breach of 3.c. was on the part of an individual employee or sub-contractor of the Agent and the Agent has terminated that relationship
- d) On termination of this agreement, the Agent must:
 - i) Submit all applications from prospective students received up to the termination date; and
 - ii) Immediately cease using any advertising, promotional or other material supplied by Brisbane Grammar School and return all materials to Brisbane Grammar School within 30 days.

- e) The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

11) Liability

- a) The Agent shall be liable for all loss or damage (including personal injury whether or not resulting in death) suffered by Brisbane Grammar School, its officers, servants, agents, visitors, invitees or licensees arising from the acts or omissions of the Agent (including negligence), in the course of performance or attempted performance of the Services.

12) Indemnity

The Agent:

- a) Releases and indemnifies Brisbane Grammar School and all its officers, servants and agents from and against all actions, proceedings, claims and demands which may be brought or made against any of them by any person; and
- b) Indemnifies Brisbane Grammar School against any loss or damage suffered by Brisbane Grammar School,

arising from:

- i) The wilful or negligent acts or omissions of the Agent or any person for whose conduct the Agent is liable, in connection with the performance (or attempted performance) of the Services;
- ii) Death, injury, loss or damage suffered by any person, except to the extent the death, injury, loss or damage is caused by the negligence or fraud of Brisbane Grammar School, in connection with the performance (or attempted performance) of the Services; or
- iii) any breach of this agreement by the Agent.

13) Insurance

- a) The Agent shall effect and maintain during the Term of the Agreement:
 - i) Public liability insurance of not less than \$10 million; and
 - ii) Professional indemnity insurance of not less than \$5 million.
- b) The Agent shall, on request by Brisbane Grammar School, produce evidence of such insurance.

14) Dispute Resolution/Mediation

- a) In the event of any grievance or disputed decision the Agent is able to access Brisbane Grammar School's Complaints and Appeals Policy.
- b) If the matter cannot be resolved through use of Brisbane Grammar School's Complaints and Appeals Policy then either party may refer the dispute to mediation in Brisbane, Australia, in accordance with the Australian Commercial Dispute Centre guidelines for commercial mediation in force at the date of this agreement.

15) Entire Agreement

- a) This agreement and its schedules:

- i) constitutes the full agreement between the parties as to its subject matter; and
- ii) in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties

16) Variation

- a) This agreement may only be varied in writing, signed by both parties.

17) Governing Law

- a) This Agreement is governed by and construed in accordance with the law in force in the State/Territory of Queensland, Australia.
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State/Territory of Queensland, Australia.

Signed for Brisbane Grammar School
by an authorised officer

Signed for COMPANY NAME, by
an authorised officer

.....
Signature of Officer

.....
Signature of Officer

.....
Name of Officer (print)

.....
Name of Officer (print)

.....
Office held

.....
Office held

.....
Date

.....
Date

Schedule 1

1) Commission Schedule

- a) 15% of the first year's tuition fees, in accordance with Brisbane Grammar School's published annual Overseas Students Schedule of Fees and Charges.

2) Agent Commission Protocol

Agent commission is based on the first year's tuition fees only, and can be claimed by agents per semester, and as per details outlined below. Please ensure commission invoices are sent via ABSI, the School's Admissions Centre. ABSI checks all invoices for accuracy prior to submitting to our school for payment.

First semester invoice:

- 1. Fees are paid up-to-date.

2. The student has commenced and completed one successful term of study at the school without issues as explained under Schedule 1 - Clause 4) 'Student Issues'.

Second semester invoice:

1. Agent invoices received for second semester payment of commission will be paid on confirmation from the accounts department of the school that the student's fees are paid up-to-date and only once the student has also commenced their second semester of study.

3) Invoices for Commission

Commission invoices must not be submitted until one full term has been completed at the school by the student.

Commission Invoices must include the following details:

Agent Details

- INVOICE MUST BE ON AGENCY LETTERHEAD
- Date of Invoice
- Invoice Number
- If the Agency is based in Australia, the Invoice must show Agency ABN Number and its Business description under that ABN must note the fact that business includes being an Education Agency.

Student Information

- Student ID (as issued to agency)
- First name; LASTNAME of student
- Commencement Date (DD/MM/YYYY)
- Student Type:
- Student Visa 500; Residency Visa; Australian Passport Holder.
- Agency commission percentage being charged to school
- Period covered by commission claim (i.e. Semester 1 or Semester 2)
- AUD \$Amount

4) Student Issues

If, in the event that during the student's first term of study at the school, the student presents with any health, learning or behaviour condition/issues, which had not been disclosed at time of application in either a) communication by the school's education agent representative during the application process, and/or b) on forms provided by the school to the family to provide full and accurate disclosure under relevant questions, the school may suspend payment of commission to the education agent until reasons of non-disclosure are investigated.

The School relies on its appointed education agents to be thorough and to ensure families are fully informed, questions on forms translated and that families understand that full disclosure of any current pre-conditions or past-conditions of their child be disclosed to ensure the school has been fully briefed about each potential student being presented by the education agent. Should it be found that the education agency was negligible in its care and duty to the school, to provide accurate information, commission may not be paid to the agent. We encourage education agents to be diligent in gaining information about each student wishing to make application for enrolment into the school. I acknowledge **Schedule 1 – Clauses 1 to 4**, of the Agency Agreement with Brisbane Grammar School by signing below:

Schedule 2 - Half yearly return of Agency Enquiry Outcomes for Brisbane Grammar School

- Applications lodged

Enquiry Date	Name of Student	DOB	Yr Level requested	Application Accepted		Date Outcome advised	Reason if not accepted	Commission	
				Yes	No			Date requested	Received

- No application lodged

Enquiry Date	Gender	Yr Level requested	Follow up undertaken	Reason for withdrawal of interest

Return lodged by: _____

Date: _____

Due Diligence Letter

Date

Name

Address

Dear <Salutation>

Thank you for your interest in acting as an agent of Brisbane Grammar School for the recruitment of Full Fee Paying Overseas Students.

In order for Brisbane Grammar School perform due diligence of your company prior to the signing of an Agent Agreement I ask that you forward the following information:

1. Company Profile

- Details of your principal's background and qualifications
- Number of staff
- Details of key staff members and/or school consultants
- Number of years in existence
- Services provided by the company
- Location and details of offshore offices
- Location and details of sub-contractors
- Location and details of any off-shore partners

2. Company registration details

3. Details of past and present experience recruiting students

- For Australian or New Zealand schools
- For other education sectors
- Number of students

4. Familiarity with the Australian education industry

- Knowledge of ESOS Regulations 2019
- Knowledge of National Code (2018)
- Completion of the Education Agent Training Course (EATC)

5. Experience in

- Education industry generally
- Any other major business areas

6. Details of markets from which you recruit

- Geographical area
- Characteristics of potential market

7. Names of any professional organisations of which you are a member

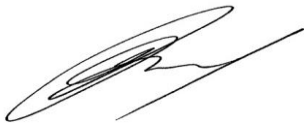
8. Outline of the services you will provide

9. Written references, dated and with contact details from three sources

- An Australian Government Officer or Agency
- An Australian or New Zealand school
- A referee of your choice

Once we have completed due diligence we will contact you regarding the success of your application to represent the School.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Jamie Smith', with a stylized, flowing script.

Jamie Smith
Director of Enrolments

Agent Application - Successful

Date

Name

Address

Dear <Salutation>

Thank you for providing information about your company and the services you are able to provide us for the recruitment of Full Fee-Paying Overseas Students.

Brisbane Grammar School is pleased to enter into an Agent Agreement with you and a copy of our Agreement is enclosed with this letter. Please sign and return the Agreement by (date).

I will contact you shortly to arrange a meeting to familiarise you with the School.

I look forward to working with you over the next 12 months.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Jamie Smith', with a stylized, flowing script.

Jamie Smith
Director of Enrolments

Agent Application - Unsuccessful

Date

Name

Address

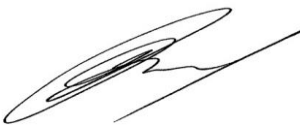
Dear <Salutation>

Thank you for providing information about your company and the services you are able to provide us for the recruitment of Full Fee-Paying Overseas Students.

I regret to inform you Brisbane Grammar School has decided not to enter into an Agent Agreement with you at this time.

Thank you for your interest in Brisbane Grammar School and I wish you every success for the future.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Jamie Smith', with a stylized flourish extending from the end.

Jamie Smith
Director of Enrolments

List of Education Agents of Brisbane Grammar School

List of Current Agents Representing Brisbane Grammar School	
Agency name:	Australian Boarding Schools International
Principal Agent:	Isa Wong
Legal entity of agency:	Australian Boarding Schools International Pty Ltd
Address:	Milhouse Road, Longley, TASMANIA
Email:	annie@australianboardingschools.com.au
Website:	https://www.australianboardingschools.com.au

Critical Incident Procedures

References: NC B St 5.3.4; NC B St 6

Brisbane Grammar School has a Critical Incident Policy and Procedures that, within the School is referred to as the Traumatic Incidents Action Plan, it covers

- ☐ Action to be taken in the event of a traumatic/critical incident
- ☐ Follow up of the incident
- ☐ Records of the incident and action taken

NC B St 6
St 6.8
NC B St 5
St 5.3.4

Administrative documents relating to the School's Critical Incident policy are

- ☐ Traumatic Incidents Action –
- ☐ Incident Notification Form 3 V1.10.11 as provided by the Queensland Government at www.worksafe.qld.gov.au –

Copies of these documents are located in the School as follows:

- ☐ *MyGrammar* – the School's intranet site

Information about management of critical incidents is provided to staff in these ways:

- ☐ Professional Development Session – cyclical review. Information on the Policy & Procedures is provided to the Staff and Board of Trustees.
- ☐ *MyGrammar* – the School's intranet site
- ☐ Induction of new staff

It is the role of the following staff members to undertake these responsibilities in relation to management of critical incidents involving overseas students

Name of Staff Member(s) (or could be Critical Incident Management Committee)	Area of Responsibility
Deputy Headmaster - Students	<ul style="list-style-type: none"> ▪ risk assessment of hazards and situations which may require emergency action
Deputy Headmaster - Students	<ul style="list-style-type: none"> ▪ analysis of requirements to address these hazards
Deputy Headmaster – Students Head of Year Director of Boarding	<ul style="list-style-type: none"> ▪ establishment of liaison with all relevant emergency services e.g. police, fire brigade, ambulance, hospital, poisons information centre, community health services
Deputy Headmaster – Students Head of Year Director of Boarding	<ul style="list-style-type: none"> ▪ 24 hour access to contact details for all students and their families (for schools with overseas students this will also include agents, homestay families, carers, consular staff, embassies and interpreting services if necessary)
Deputy Headmaster – Students Head of Year Director of Boarding	<ul style="list-style-type: none"> ▪ 24 hour access to contact details for all relevant staff members needed in the event of a critical incident e.g. school counsellor, welfare officer, legal services, school security
Deputy Headmaster - Students	<ul style="list-style-type: none"> ▪ development of a critical incident plan for each critical incident identified
Dean of Administration	<ul style="list-style-type: none"> ▪ dissemination of planned procedures

Deputy Headmaster – Students Dean of Administration	<ul style="list-style-type: none"> regular review of the critical incident plan
Dean of Administration	<ul style="list-style-type: none"> assisting with implementation of the critical incident plan
Dean of Administration	<ul style="list-style-type: none"> arranging appropriate staff development
Dean of Administration	<ul style="list-style-type: none"> budget allocation for emergencies
The following staff member / department is responsible for reviewing and updating the School Critical incident policy and procedures:	
<i>Name of Department / Officer(s)</i> David Carroll	<i>Role(s)</i> Deputy Headmaster - Students



BRISBANE GRAMMAR SCHOOL

**TRAUMATIC INCIDENTS
ACTION PLAN**

Table of Contents

- 1. Introduction**
- 2. Traumatic Management Flowchart**
- 3. Specific Roles and Responsibilities**
- 4. Related Documents**
- 5. Support Services – contact Details**
- 6. Bibliography and Resources**

1. INTRODUCTION

1.1 What are traumatic incidents?

Traumatic events which evoke emotional disturbance in the people they affect are referred to in the literature as "critical incidents". This term often denotes disaster or crisis situations affecting many people but it can also refer to traumatic events of a much smaller scale which can give rise to similar emotional responses. For the purposes of this document the term "traumatic incidents" has been adopted.

1.2 DEFINITION

A traumatic incident can be described as any event or circumstance that causes normally stable and healthy people to experience unusually strong emotional or psychological distress which has the potential to interfere with their ability to function either at the time of the event or later.

1.3 CHARACTERISTICS

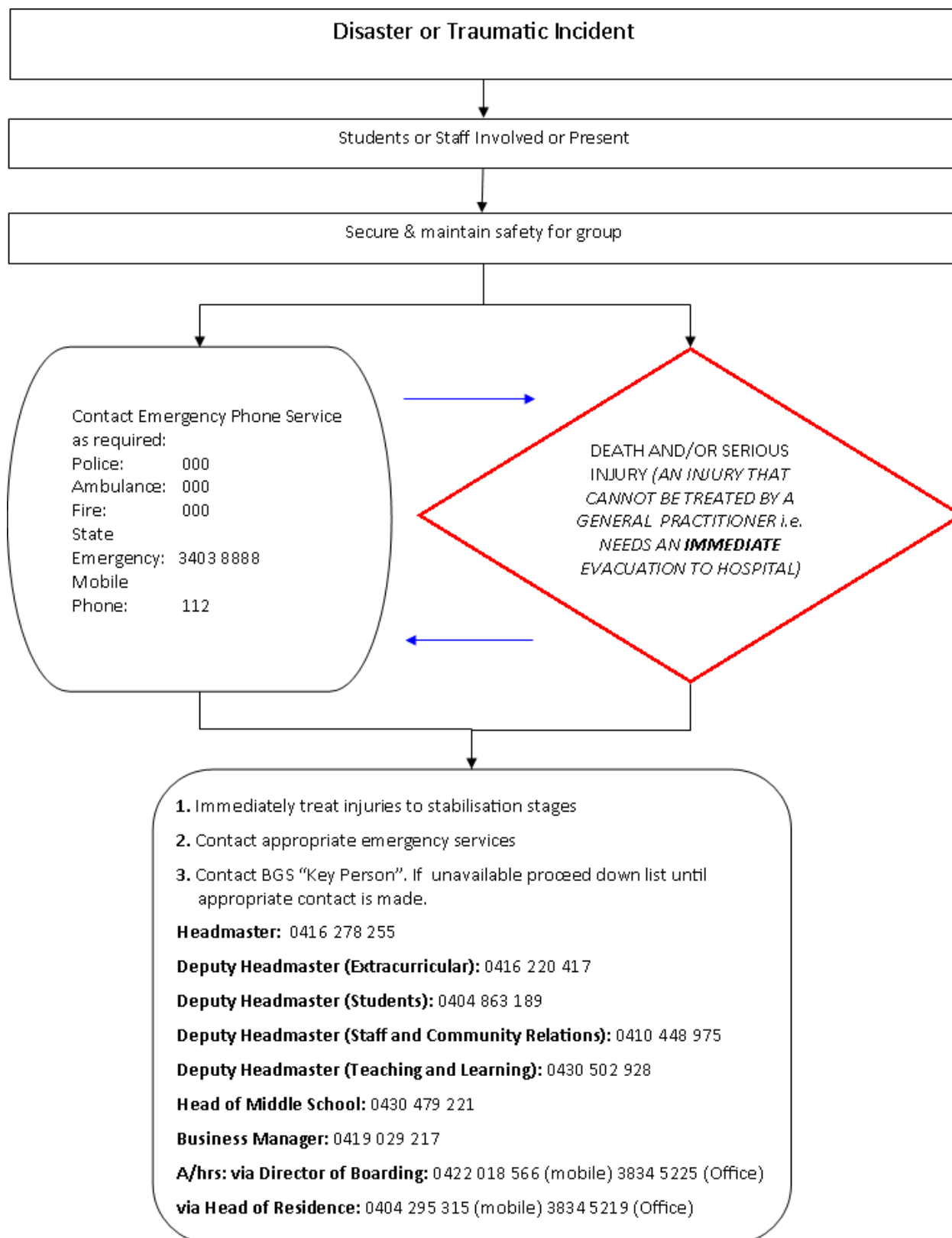
Traumatic incidents often have characteristics similar to those of what Raphael (1986) describes as "disasters" and "crises" in that they involve:

- rapid time sequences;
- overwhelming of usual coping responses of individuals or communities;
- severe disruption, at least temporarily, to the functioning of individuals or communities; and / or
- perceptions of threat and helplessness and a turning to others for help.

A person may suffer severe distress after experiencing or witnessing a shocking, horrifying or violent circumstance such as a natural or man-made disaster, a serious accident, physical violence, an acute personal threat or a significant loss. Any such circumstance could be called a traumatic incident.

In most cases emotional and psychological reactions to traumatic incidents are normal human reactions to abnormal circumstances. With appropriate support, most people can deal with these and soon return to normal functioning. For a few people, referral to specialist professional help may be necessary to aid recovery.

2. TRAUMATIC MANAGEMENT FLOWCHART



3. UPON CONTACT

KEY PERSON SHOULD IMMEDIATELY

3.1

Collect information about the incident from reliable sources as soon as possible.

3.2 Contact and assemble traumatic incident management team. This team will be led by the Headmaster or his appointed representative.

(A) Management Team

- Headmaster
- Deputy Headmaster (Extracurricular)
- Deputy Headmaster (Students)
- Deputy Headmaster (Staff and Community Relations)
- Deputy Headmaster (Teaching and Learning)
- Head of Middle School
- Director of Student Services (School Counsellors)
- Heads of Year
- Director of Boarding (if relevant)
- Director of Outdoor Education (if relevant)
- Other as deemed necessary

Determine if additional help from support agencies is needed.

(B) Implement crisis management plan (refer to management plan guide - *Appendix 1*).

3.3

As soon as possible following crisis management meeting inform all staff:

- Provide the facts of the incident;
- Outline the proposed Management Plan; and
- Suggest sources of personal support for teachers.

3.4

Inform all students:

- Assemble students and outline the facts of the incident at the earliest opportunity.
- Provide information about follow-up counselling available.

3.5

Inform all parents:

- Provide by letter the facts of the incident - Appendix 3 sample letter.
- The letter might include notification of a future meeting with parents to provide further clarification.

3.6 Begin (as soon as possible) Recovery Phase

- (i) **Set up a Recovery Room in the school. (Woolcock Room, Lilley Centre, Middle School Staffroom, Theatre, Indoor Sports Centre or The Common Room) REFER APPENDIX 4, 5**
Provide, where possible, tea and coffee, comfortable chairs and an appropriate support person. Allow distressed students and staff access to this room for several days after the incident.
- (ii) **Restore the school to regular routine as soon as possible.**
Provide structure to help students and staff return to normal functioning.
- (iii) **Encourage teachers to allow students (especially those more directly involved) opportunities to talk about the incident and about their reactions. This is where Student Counsellors are crucial – Director of Student Services to coordinate.**
This is an important part of the recovery process but should not be forced on students.
- (iv) **Keep parents informed.**
Inform parents about:
 - the School Management Plan
 - possible reactions of students
 - sources of help for familiesEncourage two-way communication between parents and the School.
- (v) Encourage older students to attend funerals if students or teachers have been killed in the incident.
Arrange a memorial service at school after the funerals.
Encourage close friends and others directly involved in the incident to participate and be involved in the planning.
- (vi) **Convene a meeting of parents of students involved in the incident after three or four weeks where a number of students were directly involved. REFER APPENDIX 6**
Enlist the aid of counselling professionals to encourage parents to express and share their feelings and concerns about their children's welfare and to help them understand their children's reactions.
- (vii) **Monitor staff for signs of undue stress.**
 - Encourage stressed staff to seek professional help.
 - Try to provide a supportive environment.
 - Provide for increased demand on teacher relief time.
- (viii) **Be alert and sensitive to the disturbing influences of anniversaries, inquests and legal proceedings.**
Special support for those affected may be needed again at these times
Make extra staff and services available if necessary.

DETERMINE APPROPRIATE OTHERS WHO SHOULD OR SHOULD NOT ATTEND ANY FUNERALS.

TRAUMATIC INCIDENTS MANAGEMENT PLAN CHECK LIST

DISCUSSION	NECESSARY ACTION
<p>1. Who will contact next of kin?</p> <p>Ensure appropriate next of kin information is readily available and stored with access ensured.</p>	<p>1. Headmaster or designated person makes contact of kin, i.e:</p> <ul style="list-style-type: none"> • DHM (E), DHM (Students), • DHM (S & CR) DHM (T & L) • Head of Middle School • Director of Boarding • Director of Student Services
<p>2. Who will contact families of other students?</p>	<p>2. Headmaster designation as above and as required.</p>
<p>3. Who will contact appropriate staff members and families?</p>	<p>3. Headmaster designation as above and as required.</p>
<p>4. Who will contact police? Who will liaise with police?</p>	<p>4. Headmaster designation as above and as required.</p>
<p>5. Who will handle all media inquiries?</p>	<p>5. Headmaster designation as above and as required (Communications Manager).</p> <ul style="list-style-type: none"> • Minimise media contact with staff and students and provide the media with clear guidelines for making any contact with staff and students.
<p>6. Is legal and insurance contact necessary? Yes or No.</p>	<p>6. If yes make initial contact. (CFO)</p>
<p>7. Refer to any other questions or matters which may be relevant to incident.</p>	<p>7. Act as necessary (Headmaster or designated person.</p>
<p>8. Review and discuss strategy for post accident liaison with family.</p> <ul style="list-style-type: none"> • Refer Appendix 2 	<p>8. Implement post accident liaison with family and the necessary groups or individuals.</p>

NOTIFICATION OF NEXT OF KIN

This is the most crucial of the immediate follow-up procedures after a serious injury or fatal accident, and also the most distressing both to contemplate and to do. The Headmaster is generally the best person to make this notification; if he is not his designate should make contact with the family. Each occurrence will have seemingly unique circumstances, but following are some general guidelines and suggestions.

1. Sensitivity to the feelings of the family is the foremost consideration. Think through what you will say before you make contact. Have your facts organised and accurate, and be sure to convey whatever personal condolences might be appropriate. Remember that the next of kin have a right to all factual information pertaining to a serious accident, but as the initial notification will be received with surprise and shock don't expect to convey many details until a follow-up call. Be conscious of the timing of your call and try to think through what the recipient might be doing - at work, eating, sleeping, etc. Try to anticipate possible responses and prepare yourself accordingly.
2. Promptness is the next rule of thumb; delays will almost certainly lead to suspicions or other bad feelings.
3. If a boarder is involved consider inviting family representatives to come to the School, (or others as required) at the School's expense.
4. Consider having a school representative make a follow-up call and/or visit the family at their home. Preferably this would be someone with first-hand knowledge of the incident.
5. Arrange for others (Trustees, other staff) to reinforce your communications, as it is helpful for the family to have support or information from a source besides the Headmaster. Avoid extraneous or uncoordinated efforts in this regard.

SAMPLE LETTER FROM HEADMASTER

School letterhead

Date

Dear Parents

Yesterday two of our Year Nine students were tragically killed and two others injured during a sudden storm at the Year Nine outdoor camp at Lake Jerrybone. A sheet of roofing iron from an abandoned farmhouse struck the students as they sheltered in their tent.

x..... and x..... were killed instantly. x..... and x..... received a broken arm and broken ribs respectively and were discharged from hospital after an overnight stay.

I have visited the parents of x..... and x..... and offered them the condolences of our whole school community together with any support or help we are able to give.

Your sons and daughters may be affected by the deaths of our students and we have made some plans to provide support for them at school if needed. I will advise you further of these shortly.

It would be best for school routine to continue as normally as possible and students should attend school regularly. Reactions of students will vary and may include crying, not wanting to talk, or wanting to talk, wanting to be alone, anger, lack of concentration, sleeping or eating problems. Should you or your child feel the need for professional help or counselling, please contact me or the Director of Student Services,, who will be able to advise on procedures.

Yours sincerely

HEADMASTER

This letter has five functions. It tells parents:

1. The facts
2. What the School has done
3. The School's plans
4. How the children may react
5. How to get help

COUNSELLING TASKS

IN THE FIRST FEW HOURS

- Comfort and console.
- Say little. Show you care. Simply sitting quietly beside the person may be all that is required at this stage.
- Provide information about what happened and about what is being done to help those involved. This helps the person come to grips with reality and to reorient to the present.
- Accept silence but allow expression of initial emotional reactions - anguish, fear, disbelief, helplessness, and anger.
- Listen with understanding and empathy.
- Say little but use minimal prompts and gentle probing to encourage expression of feelings. Responses such as "You've had a frightening experience" or simply "I'm sorry" are adequate. Avoid telling the person how he or she must be feeling.
- If the emotional stress is intense stay with the person until family or other support persons can take over.
- Be alert for anyone who appears not to respond at all to support and who maintains a high level of disturbance. Such persons may require referral to specialist counselling or medical attention.
- Reassure that the confused and painful emotional state is a normal response to such an experience and assure that others involved are feeling the same way and that it will pass in time. It may be necessary to repeat this from time to time.
- Be alert for the "phantom incident" effect where a person adds to his or her anxiety level with thoughts and comments such as "if I'd been standing next him I would have been hurt, killed" and "Weren't we lucky! Just imagine what would have happened to us if we ..."
- Gently but firmly remind the person of the reality of what DID happen.
- Support the person during the reality tasks of the immediate aftermath, e.g. seeking and receiving news of others killed or injured, giving statements to the police, recovery of personal possessions from the incident scene.
- Set the person simple practicals tasks to restore a sense of present reality and of taking control of him/herself.
- Check that family support is available at home before the person leaves the incident scene or the School.

IN THE FIRST FEW DAYS

For those on whom the incident has had a marked impact, this period may well be characterised by:

- a resurgence of intense emotions - e.g. anger, guilt, fear, despair;
 - intrusive thoughts and perhaps nightmares; and/or
 - a need to piece together the details of the events of the incident and to work through the experience and associated emotional reactions.
- Encourage a resumption of regular routine, e.g. attending classes, sports practice, part-time work, as a structured environment will facilitate recovery.
 - Provide support for teachers, coaches and others who are in close contact with those affected.
 - Encourage the person to talk about his or her current feelings and feelings experienced during and just after the incident. The guidance officer can help teachers to be sensitive to the needs of some students to talk about their emotional responses during class time.
 - Reassure the person that intrusive thoughts, recurring nightmares, intense feelings, mood swings are normal reactions and are likely to be short-lived.
 - Use group work for older children and adults who show intense need to work through the events of the incident and their reactions to them.
 - Irrational feelings of survivor guilt or shame at perceived inadequate behaviours or loss of emotional control during or after the incident are often key issues that can be effectively worked through in a group, over a number of sessions if necessary.
 - Questions such as "Where were you when.....?" "What did you do when.....?" can be useful in a group to help participants understand the events better. Other useful activities are reading and discussing newspaper reports of the incident, and arranging visits to the incident scene.
 - Questions such as "How did you feel when the incident happened?" or "How did you feel when you heard what happened?" and "Are there feelings you experience now as a result of the incident that worry you?" are useful to generate exploration of feelings.
 - Where the incident has involved death or serious loss, it may be at this stage that the grieving process begins.
 - Where death has occurred, encourage participation in memorial services and attendance at funerals by those close to the deceased.

DURING THE FIRST MONTHS

- Convey the expectation that those affected will increasingly make their own decisions and control their life. Discourage the making of major decisions quickly or rashly.
- Acknowledge the affected person's increasing independence by seeking his or her opinion in decisions on simple issues. This will allow the person to feel his or her competence growing with recovery.
- Assess levels of coping. Note how well the affected person is able to recognise and express emotions associated with the experience or a particular segment of it. Note the extent to which the person is able to master the experience and interpret it realistically. Note how well the person can turn his or her attention away from the incident and towards work, school and future plans.
- Be alert for those with persisting high levels of traumatisation; they may need referral to specialist counselling.
- Preserve your own mental and physical health. Seek as soon as possible a "personal counsellor" or support person of your own who will regularly listen and encourage you to work through the intense emotional reactions likely to be generated by the trauma counselling process.
- Make time for regular recreation activities unrelated to the incident. Seek comparisons not directly connected with the incident.
- Make time for regular exercise.
- Maintain a balanced health diet.
- Beware of increased use of alcohol, tobacco and medications.

5. SUPPORT SERVICES – CONTACT DETAILS

Brisbane Grammar School - School Counsellors

- Dr Nathan Simmons Phone: 0400 702 678

ALL mobile numbers to remain STRICTLY CONFIDENTIAL & are not to be released under any circumstance.

Private Counselling Clinics/Centres

- *Brisbane Counselling Centre* Phone: 3831 4452
135 Wickham Terrace
BRISBANE Q 4000
- *Park Road Group*
Petrie Terrace, Phone: 3839 9978
BRISBANE Q 4000

Additional School Counsellors available

- Karen Belbin/Jodie Forbes
BGGS Phone: 3332 1372
Gregory Terrace
BRISBANE Q 4000
- Michael Johnstone
Better Life Psychology Phone: 3353 5430 / 0433 357 060
169 Kelvin Grove Road
Brisbane, Qld 4000

6. BIBLIOGRAPHY AND RESOURCES

- Department of Education, Queensland.
"Traumatic incidents affecting schools"
Guidelines for managing the effects on the school community
1990
- McArthur, Alistair.
"Emergency response plans for outdoor education"
1995
- Department of Employment, Training and Industrial Relations
"Guidelines for Managing Traumatic and Distressing Incidents"
October 1998
- *"Organisational Response to Traumatic Incidents"*
Lewis Rivers
National Office, Specialist Education Services
Box 12 – 188
Wellington, New Zealand
Email: rivers@ses.org.nz

Incident Notification Form

Form 3 Incident notification form

V4.11-2013

Work Health and Safety Act 2011

Safety in Recreational Water Activities Act 2011

Electrical Safety Act 2002

Incident details

Incident type

Please refer to the guide to work health and safety incident notification or electrical safety incident notification web page for assistance.

This is to notify of a: ☐ death ☐ serious injury ☐ serious illness ☐ dangerous incident ☐ serious electrical incident
☐ dangerous electrical event

Provide an explanation of the type of incident using the categories on the **guide to work health and safety incident notification or electrical safety incident notification web page** (e.g. a category of 'serious injury' is 'immediate treatment for serious head injury'):

Incident date, time and location

Date of incident:

Incident address:

Time of incident:

Postcode:

Describe the specific location of the incident (e.g. aisle 3, plant operation room, tower crane the Elizabeth Street entrance side of the site.)

Description of the incident Please provide as much detail as possible, for instance: the events that led to the incident; the work being undertaken when the incident happened; the overall action, exposure or event that best describes the circumstances that resulted in the injury, illness, fatality or dangerous incident; the object, substance or circumstance which was directly involved in inflicting the injury, illness, death or dangerous incident; the name and type of any machinery, equipment or substance involved. Was anyone else involved? Was electricity or electrical equipment involved?

(Attach a separate piece of paper if necessary)

Did the incident involve licensed work (e.g. high risk work, electrical work?)

☐ No ☐ Yes Please provide details of the type of licensed work:

Is the workplace a registered major hazard facility? ☐ No ☐ Yes

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Person's injury/illness and treatment details (if required)

Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> First name:		Last Name:	
Date of birth:		Contact phone number:	
Residential address:	Unit/Building No.	Street No.	Street Name
	Suburb/Town/Locality		State Postcode
Occupation: (main duties)			
Relationship to the entity notifying			
<input type="checkbox"/> Worker <input type="checkbox"/> Self-employed <input type="checkbox"/> Member of the public <input type="checkbox"/> Labour hire worker <input type="checkbox"/> Contractor <input type="checkbox"/> Group training apprentice/trainee <input type="checkbox"/> Other (please specify):			
Description of injury/illness:	(e.g. fracture, laceration, amputation, strain, electrical shock, burn, Q fever)		
Body location:	(e.g. wrist, lower back, internal organs):		
Did the person receive treatment following the injury/illness?			
<input type="checkbox"/> No <input type="checkbox"/> Yes Please describe treatment received:			
Where was the injured person taken for treatment?			

Details of business or undertaking notifying of the incident

Legal name of business:	Board of Trustees of Brisbane Grammar School																							
Trading name of business:	Brisbane Grammar School																							
ABN:	41291151944	ACN:																						
Business address:	Unit/Building No.	Street No.	Street Name																					
	Suburb/Town/Locality		State Postcode																					
Contact phone number:	Work hours: (07) 07 38345200		Mobile:																					
Business email address:	reception@brisbanegrammar.com																							
Main business activity (e.g. furniture manufacture, domestic construction, steel warehousing, electrical installation)																								
Education (Boys Day and Boarding School) Yrs 5-12																								
Main industry sector																								
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Overseas Student Visa Requirements - Monitoring Student Progress, Attendance and Course Duration Procedures

References: NC B St 8; NC B St 10, ESOS Act 2000 s 19, s47D, ESOS Regs 2019 s.11 & 12

Under Standard 8 of the National Code 2018 that Brisbane Grammar School must:

- clearly outline and inform the overseas student before they commence the course of the requirements to achieve satisfactory course progress and attendance in each study period (St 8.5)
- monitor students' course progress and attendance for each course in which the student is enrolled (St 8.1)
- ensure that the duration of study on a student's CoE for each course does not exceed the registered course duration, and that the student is in a position to complete his/her course within the duration specified on his/her CoE (Sts 8.2, 8.3)
- have and implement documented policies and processes to identify, notify and assist a student at risk of not meeting course progress or attendance requirements where there is evidence from the student's assessment tasks, participation in tuition activities or other indicators of academic progress that he/she is at risk of not meeting those requirements (St 8.4)

Under St 8.6, registered providers of school or ELICOS courses must have and implement a documented policy and process for monitoring and recording attendance of the overseas student, specifying:

- requirements for achieving satisfactory attendance for the course which at a minimum must be 80 per cent—or higher if specified under state legislation or other regulatory requirements—of the scheduled contact hours (St 8.6.1)
- the method for working out minimum attendance under this standard (St 8.6.2)
- processes for recording course attendance (St 8.6.3)
- details of Brisbane Grammar School's intervention strategy to identify, notify and assist students who have been absent for more than five consecutive days without approval, or who are at risk of not meeting attendance requirements before their attendance drops below 80 per cent (St 8.6.4)
- processes for determining the point at which the student has failed to meet satisfactory course attendance (St 8.6.5).

Under St 8.7, registered providers of school or ELICOS courses must have and implement a documented policy and process for monitoring and recording course progress for the overseas student, specifying:

- requirements for achieving satisfactory course progress for the course (St 8.7.1)
- processes for recording and assessing course progress (St 8.7.2)
- details of Brisbane Grammar School's intervention strategy to identify, notify and assist students at risk of not meeting course progress requirements in sufficient time for those students to achieve satisfactory course progress (St 8.7.3)
- processes for determining the point at which the student has failed to meet satisfactory course progress (St 8.7.4).

Under St 8.13, where Brisbane Grammar School has assessed the student as not meeting course progress or attendance requirements, Brisbane Grammar School must give the student a written notice as soon as practicable which:

- notifies the student that Brisbane Grammar School intends to report him/her for unsatisfactory course progress or unsatisfactory course attendance (St 8.13.1)
- informs the student of the reasons for the intention to report (St 8.13.2)
- advises the student of his/her right to access Brisbane Grammar School's complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days (St 8.13.3).

Under St 8.14, Brisbane Grammar School must only report unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:

- Brisbane Grammar School's internal and external complaints processes have been completed and the decision or recommendation supports Brisbane Grammar School (St 8.14.1), or
- the student has chosen not to access Brisbane Grammar School's internal complaints and appeals process within the 20 working day period (St 8.14.2), or
- the student has chosen not to access the external complaints and appeals process (St 8.14.3), or
- the student withdraws from the internal or external appeals process after it has commenced by notifying in Brisbane Grammar School in writing (St 8.14.4).

Under St 8.15, Brisbane Grammar School may decide not to report the student for breaching the attendance requirements if the student is still attending at least 70 per cent of the scheduled course contact hours and the student provides genuine evidence demonstrating that compassionate or compelling circumstances apply (St 8.15.1).

If reporting a student in PRISMS under St 8, Brisbane Grammar School must inform the student of the need to seek advice from the Department of Home Affairs (contact details at: <https://immi.homeaffairs.gov.au/help-support/contact-us>) on the potential impact on his visa (St 9.5.2), and meet any necessary refund requirements under Brisbane Grammar School's written agreement with the student.

Under St 5.6, if Brisbane Grammar School reports a student under 18 years old in PRISMS under St 8, and holds a CAAW for the student, Brisbane Grammar School must continue to approve welfare arrangements for the student until

- the student has alternative welfare arrangements approved by another registered provider (St 5.6.1), or
- care of the student by a parent or nominated relative is approved by Immigration (St 5.6.2), or
- the student leaves Australia (St 5.6.3), or
- Brisbane Grammar School has notified Immigration under Standard 5.3.6 that it is no longer able to approve the student's welfare arrangements or under Standard 5.5 that it has taken the required action after not being able to contact the student (St 5.6.4).

Under St 8.16, Brisbane Grammar School must not extend the duration of the overseas student's enrolment if the overseas student is unable to complete the course within the expected duration, unless:

- there are compassionate or compelling circumstances, as assessed by Brisbane Grammar School on the basis of demonstrable evidence (St 8.16.1), or
- Brisbane Grammar School has implemented, or is in the process of implementing, an intervention strategy for the student because he/she is at risk of not meeting course progress requirements (St 8.16.2), or
- Brisbane Grammar School has approved deferral or suspension of the student's enrolment under Standard 9 (Deferring, suspending or cancelling the overseas student's enrolment) (St 8.16.3).

Under St 18.17, if Brisbane Grammar School extends the duration of the student's enrolment, Brisbane Grammar School must advise the student to contact the Department of Home Affairs (contact details at: <https://immi.homeaffairs.gov.au/help-support/contact-us>) to seek advice on any potential impacts on their visa, including the need to obtain a new visa.

To achieve satisfactory course progress at Brisbane Grammar School, a student in Years 5 – 8 must:

- complete their course work to a standard which is adequate for them to progress to the next level
- provide their best academic effort

To achieve satisfactory course progress at Brisbane Grammar School, a student in Years 9 – 12 must:

- achieve a Sound Achievement in at least five (5) courses in any study period
- provide their best academic effort

When a student is identified at risk of not meeting course progress requirements, one or more of the following intervention strategies will be activated by the Head of Year depending on the year level and support needs of the student:

Strategy	Contact for Middle School Students	Contact for Senior School Students
Subject tutorial support in class time	Form Tutor / Head of Year	Form Tutor / Head of Year
After hours tutorial support	Day boys – Head of Year. Boarders – Coordinator of Academic Enrichment Program	Day boys – Head of Year. Boarders – Coordinator of Academic Enrichment Program
Mentoring	Form Tutor / Head of Year	Form Tutor / Head of Year
Additional ESL support	Director of Student Services	Director of Student Services
Change of subject selection, or reducing course load (without affecting course duration)	Dean of Studies	Dean of Studies
Counselling -academic skills	Director of Student Services	Director of Student Services
Counselling – time management	Director of Student Services	Director of Student Services
Counselling - personal	Director of Student Services	Director of Student Services

Information about compliance with student visa conditions is provided to School staff and to students in these ways:

- Website (www.brisbanegrammar.com)
- Written Agreement
- Student Orientation Handbook
- Staff Professional Development/Induction

Information about School policy requirements, intervention and support processes is provided to students and staff in the following ways:

- Website (www.brisbanegrammar.com)
- Written Agreement
- Student Orientation Handbook
- Staff Professional Development/Induction

To achieve satisfactory attendance at Brisbane Grammar School, a student must:

- ☐ *achieve 85% attendance*

When a student is identified at risk of not meeting attendance requirements, one or more of the following intervention strategies will be activated by the Head of Year depending on the year level and support needs of the student:

Strategy	Contact for Middle School Students	Contact for Senior School Students
Counselling -academic skills	Director of Student Services	Director of Student Services
Counselling – time management	Director of Student Services	Director of Student Services
Counselling - personal	Director of Student Services	Director of Student Services

Seeking medical opinion	Health Centre Nurse Manager	Health Centre Nurse Manager
Change of subject selection, or reducing course load (without affecting course duration)	Dean of Studies	Dean of Studies
It is the responsibility of the following staff member(s) to manage information about Brisbane Grammar School's visa monitoring obligations under St 8		
Staff Member	Action	Ref
Director of Enrolments	Informing staff of Brisbane Grammar School's policy and processes for monitoring overseas students' course progress, attendance and course duration	St 8.1-3
Deputy Headmaster – Students Head of Year	Informing staff of Brisbane Grammar School's policy and processes for identifying and supporting overseas students at risk of not meeting course progress, attendance and course duration requirements	St 8.4
Director of Enrolments	Informing overseas students of Brisbane Grammar School's requirements to achieve satisfactory course progress and attendance before they commence the course (and explaining the consequences of failing to meet these requirements).	St 8.5
<p>Information about compliance with student visa conditions is provided to School staff and to students in these ways:</p> <ul style="list-style-type: none"> • Website (www.brisbanegrammar.com) • Written Agreement • Student Orientation Handbook • Staff Professional Development/Induction <p>Information about School policy requirements, intervention and support processes is provided to students and staff in the following ways:</p> <ul style="list-style-type: none"> • Website (www.brisbanegrammar.com) • Written Agreement • Student Orientation Handbook • Staff Professional Development/Induction 		
<p>Administrative documents relating to the School's policies and procedures related to course progress and attendance, including monitoring, intervention and reporting instances of non-compliance are:</p> <ul style="list-style-type: none"> • Overseas student Referral Form for Intervention [Schools may use or adapt an existing form for referral to support services] • At risk letter for unsatisfactory course progress • At risk letter for unsatisfactory attendance 		

- Letter of intention to report for unsatisfactory course progress
- Letter of intention to report for unsatisfactory attendance

Copies of these documents follow.

Overview of School Monitoring Activities for Student Progress, Attendance and Course Duration (Standard 8)

STUDENT IS MONITORED FOR DURATION OF ENROLMENT AT BRISBANE GRAMMAR SCHOOL

- ✓ For completion of studies by end date of last CoE
- ✓ For satisfactory course progress as per school policy
- ✓ For satisfactory attendance in each study period

At the end of study period, student is formally assessed as being 'at risk' of not meeting School's course progress requirements according to School policy under Standard 8.
NB: course progress concerns can be informally identified before this time.

Student's attendance is checked and recorded daily, and assessed for visa compliance at regular intervals throughout each study period.

Student is notified of attendance concerns if at risk of not meeting requirements under Standard 8, and is offered assistance and counselling. Attendance concerns must be identified at a point before a student reaches 80% attendance in a study period, or if the student has been absent for 5 consecutive days without approval.

School's intervention strategy is activated, aimed at assisting student to meet satisfactory course progress and / or attendance requirements

At the point where the student is assessed as not meeting course progress or attendance requirements, the School notifies the student in writing of its intention to report for breach of visa condition, and advises there are 20 working days to access the School's complaints and appeals process under Standard 10.

- If a student appeals the school's decision to report under St 8, the school must maintain the student's enrolment (and welfare arrangements if applicable) until completion of the external appeals process and the appeal finds in favour of the school, the student chooses not to access the internal C&AP within 20 working days, or the student confirms withdrawal from the internal or external C&AP process in writing (St 8.14).
- If the student is under 18 years of age and the school has undertaken responsibility for approving care and welfare arrangements for the student via a CAAW, provisions under Standard 5.6 apply.

Brisbane Grammar School Course Progress and Attendance Policy for Overseas Students

Overseas students are required to meet and maintain satisfactory course progress and attendance requirements under visa condition 8202 and under Standard 8 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

DEFINITIONS

Compassionate or Compelling Circumstances means circumstances beyond the control of the overseas student, supported by documentary evidence if required by the School, that impact on the overseas student's progress through the course, which may include but are not limited to:

- (a) illness or injury, accompanied by a medical certificate where required by the School that states the overseas student is unable to attend classes;
- (b) bereavement of a close family member such as a parent, sibling or grandparent;
- (c) major political upheaval or natural disaster in the overseas student's home country requiring the overseas student's emergency travel;
- (d) a traumatic experience which has impacted on the overseas student, supported by police or psychologists' reports where required by the School;
- (e) where the School is unable to offer a pre-requisite unit;
- (f) inability to begin studying on the course commencement date due to delay in receiving a student visa; or
- (g) any other circumstances deemed to be compassionate or compelling circumstances as determined by the School.

Expected Duration means the length of time the School expects it takes to complete the course studying full-time, which is contained in the overseas student's confirmation of enrolment letter.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the *Education Services for Overseas Students Act 2019* (Cth) as amended or replaced from time to time.

COURSE PROGRESS

Method of assessing course progress

- (a) Overseas students are required to achieve satisfactory course progress in each semester of enrolment.
- (b) To achieve satisfactory course progress a student in Years 5 – 8 is required to provide their best academic effort and complete their course work to a standard which is adequate for them to progress to the next level. For years 5-8, *best academic effort* is achieving the comment "developing regular practice" or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.
- (c) To achieve satisfactory course progress, an overseas student in Year 9 – 12 is required to attain as a minimum a grade of Sound Achievement in at least five (5) subjects per semester, with such grade to be determined by the School through its usual practices and procedures for the grading of students. The student must also provide their best academic effort. For years 9-12, *best academic effort* is achieving the comment "developing regular practice" or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.

- (d) The course progress of all overseas students will be assessed by the School at the end of each semester.

Intervention strategy

The School's strategy for identifying and assisting students at risk of not meeting course progress requirements includes, but is not limited to, the following processes and procedures (Intervention Strategy):

- (a) the School will identify overseas students who are at risk of not meeting the course progress requirements by reviewing all overseas students' course progress at the end of each semester;
- (b) the School will contact identified students and provide counselling to determine the reasons for the overseas student's current level of academic progress;
- (c) the Head of Year will meet with the identified overseas student to develop strategies to assist the student to achieve satisfactory course progress (Individual Strategy). Each Individual Strategy will be developed on a case by case basis depending on the specific needs of the overseas student.

Unless implemented earlier by the School, the Intervention Strategy will be activated where an overseas student does not achieve (as a minimum) a grade of Sound Achievement in at least half of the subjects being studied by the overseas student in a semester.

Failure to meet satisfactory course progress

If, after an Intervention Strategy has been implemented and run its course, the School determines that an overseas student has failed to meet satisfactory course progress, the School will notify the overseas student, through his Parent or Guardian, in writing that:

- (a) the School intends to report the student for not achieving satisfactory course progress; and
- (b) the Parent or Guardian has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (c) If a Parent or Guardian wishes to lodge an external complaint about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.
- (d) The school will notify the ESOS agency via PRISMS of the student not achieving satisfactory course progress as soon as practicable where: i. the student does not access the complaints and appeals process within 20 days, or ii. the student withdraws from the complaints and appeals process by notifying the Principal of Name of School in writing, or iii. the complaints and appeals process, including any external appeal made by the student, results in a decision in favour of the school.

Where:

- (a) the Parent or Guardian does not access the complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (b) the Parent or Guardian accesses the complaints and appeals process within 20 working days but later withdraws from the process; or
- (c) the internal complaints and appeals process is completed and results in a decision supporting the School and:
 - (i) the Parent or Guardian does not access the external complaints and appeals process within 10 working days, or earlier notifies the School of a decision not to do so;
 - (ii) the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - (iii) the external complaints and appeals process is completed and results in a decision supporting the School, the School will notify the ESOS Agency via PRISMS of the overseas student not having achieved satisfactory course progress.

COMPLETION WITHIN EXPECTED DURATION OF STUDY

- (a) The School will monitor the course progress of each overseas student to ensure that at all times the overseas student is in a position to complete the course within the Expected Duration by periodically reviewing course progress records.
- (b) The School may only extend the duration of the overseas student's study where it is clear the overseas student will not complete their course within the Expected Duration due to:
 - (i) Compassionate or Compelling Circumstances;
 - (ii) the implementation of the Intervention Strategy; or
 - (iii) the School having initiated or approved a deferment or suspension of study under the School's *Deferment, Suspension and Cancellation Policy for Overseas Students*.
- (c) Where there is a variation in the study load of an overseas student that may affect the overseas student's ability to complete the course within the Expected Duration, the School will record the variation and reasons for the variation on the overseas student's file. Where the variation means the overseas student will not complete the course within the Expected Duration and requires an extension, the School will report this to the ESOS Agency via PRISMS and/or issue a new confirmation of enrolment.

COURSE ATTENDANCE

- (a) To achieve satisfactory course attendance, all overseas students must attend 85% of scheduled course contact hours each semester, unless attendance is inhibited by Compassionate or Compelling Circumstances.
- (b) The School will assess satisfactory attendance of an overseas student by reviewing attendance records on a regular basis.
- (c) Student attendance and absenteeism is:
 - (i) checked on each School day by way of roll-call in each class;
 - (ii) recorded electronically; and
 - (iii) monitored and assessed by the School Marshall over the semester.
- (d) Late arrival will be recorded as a part-day and may be included in the assessment of attendance.
- (e) The School will contact an overseas student to discuss attendance requirements and offer any necessary support where a student has been absent without approval for more than five consecutive days or where the School determines the overseas student is at risk of not attending 85% of the scheduled course hours for the semester. The School will contact the student's Parent or Guardian and take appropriate action which may include the student meeting with one or more of the Head of Year, Deputy Headmaster – Students or a member of the School's counselling staff. The School will document steps taken to address attendance.
- (f) If the School assesses that an overseas student has not achieved satisfactory attendance, the School will notify the Parent or Guardian in writing:
 - (i) of the School's intention to report the overseas student for not achieving satisfactory attendance; and
 - (ii) that he or she has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (g) If a Parent or Guardian wishes to lodge an external complaint or appeal about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.

Where:

- (i) the overseas student or Parent or Guardian does not access the School's internal complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;

- (ii) the School's internal complaints and appeals process is accessed within 20 working days, but the complaint or appeal is later withdrawn; or
 - (iii) the School's internal complaints and appeals process is completed and results in a decision supporting the School and:
 - b. the Parent or Guardian does not access the external complaints and appeals process within 10 working days or earlier notifies the School of a decision not to do so;
 - c. the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - d. the external complaints and appeals process is completed and results in a decision supporting the School, the School will notify the ESOS Agency via PRISMS of the overseas student not having achieved satisfactory course attendance.
- (h) The School may only decide not to report an overseas student to the ESOS Agency via PRISMS for breaching the attendance requirements where:
- (i) the overseas student produces documentary evidence clearly demonstrating that Compassionate or Compelling Circumstances apply; and
 - (ii) the School confirms that the overseas student is attending at least 70% of the scheduled course contact hours.

Letter of intention to report for unsatisfactory attendance

Date

«Title» «First_Name» «Surname»
«Street»
«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:
Year:
Study Period:

This letter is to inform you that Brisbane Grammar School intends to report your son <<Preferred>> to the Department of Home Affairs for unsatisfactory course attendance as required by the Education Services for Overseas Students Act 2019.

Under the Migration Act 1958, student visa condition 8202 requires student visa holders to:

- maintain enrolment in a 'registered course'
- maintain satisfactory attendance in his course and course progress for each study period as required by Brisbane Grammar School

According to our records, <<Preferred>> has not achieved satisfactory course attendance as defined in the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and Brisbane Grammar School's Progress and Attendance Policy. This is despite having been provided with the following support:

- Insert
- insert

You have 20 days in which to appeal the School's decision in accordance with the School's Complaints and Appeals Policy, attached.

You are reminded that you need to continue to abide by the conditions of your student visa, including maintaining enrolment in a registered course, for your visa to remain valid.

Depending on the outcome of the appeals process, you may be reported to the Department of Home Affairs and notified of termination of your enrolment at Brisbane Grammar School.

Yours sincerely

Letter of intention to report for unsatisfactory course progress

Date

«Title» «First_Name» «Surname»

«Street»

«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:

Year :

Study Period:

This letter is to inform you that Brisbane Grammar School intends to report your son <<Preferred>> to the Department of Home Affairs (Immigration) for unsatisfactory course progress as required by the Education Services for Overseas Students Act 2019.

Under the Migration Act 1958, student visa condition 8202 requires student visa holders to:

- maintain enrolment in a 'registered course'
- maintain satisfactory attendance in their course and course progress for each study period as required by the School

According to our records, <<Preferred>> has not achieved satisfactory course attendance as defined in the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and Brisbane Grammar School's Progress and Attendance Policy, attached. This is despite having been provided with the following support:

- Insert
- Insert

You have 20 days in which to appeal the School's decision in accordance with the School's Complaints and Appeals Policy, attached.

You are reminded that you need to continue to abide by the conditions of your student visa, including maintaining enrolment in a registered course, for your visa to remain valid.

Depending on the outcome of the appeals process, you may be reported to the Department of Home Affairs and notified of termination of your enrolment at Brisbane Grammar School.

If your enrolment is terminated, or if you wish to seek re-enrolment with another education provider, you should do this within 28 days of termination of enrolment at Brisbane Grammar School to avoid possible visa cancellation.

Yours sincerely

Letter of intention that enrolment will not be cancelled

Date

«Title» «First_Name» «Surname»

«Street»

«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:

Year

This letter is to inform you that your appeal against reporting you to Department of Home Affairs for failing to meet satisfactory [insert as applicable course progress / attendance] has been successful.

Your enrolment will not be cancelled because of the following reasons:

[Insert reasons / OSO findings, etc]

You are reminded that you need to continue to abide by the conditions of your student visa, including maintaining enrolment in a registered course, and maintaining satisfactory attendance and course progress for your visa to remain valid.

Yours sincerely

Letter of intention that enrolment will be cancelled

Date

«Title» «First_Name» «Surname»

«Street»

«Suburb» «postcode»

Dear «Title» «Surname»

RE: Student name:

Year

This letter is to inform you that your appeal *[note - must allow for internal and external appeal before reporting]* against reporting you to the Department of Home Affairs for failing to meet satisfactory *[insert as applicable course progress / attendance]* has not been successful.

You will be reported for unsatisfactory *[insert as applicable course progress / attendance]* and your enrolment will be cancelled as of --/--/-- because of the following reason:

[Insert reason(s) as applicable [note – assumes prior notification of intent to cancel enrolment and opportunity to make internal appeal]:

- You have chosen not to access Brisbane Grammar School complaints and appeals process within 20 working days
- The outcome of Brisbane Grammar School complaints and appeals process has found in favour of the Brisbane Grammar School
- You have advised you are withdrawing from Brisbane Grammar School complaints and appeals process]

You may lodge an external complaint or appeal to the Overseas Student Ombudsman, within ten (10) working days of receiving notification of the outcome of any internal appeal. However, Brisbane Grammar School is not required to await the outcome of an external appeals process before notifying the Department that it has cancelled your enrolment.

Brisbane Grammar School will now notify Department of Home Affairs that your enrolment has been cancelled for failure to meet *[insert as applicable course progress / attendance]* requirements.

[Insert any further instructions/advice to student prior to leaving the school, e.g., returning textbooks, etc.]

You are reminded that you need to continue to abide by the conditions of your student visa, including maintaining enrolment in a registered course. If you wish to seek re-enrolment with another education provider, you should do this within 28 days of your termination of enrolment at Brisbane Grammar School to avoid possible visa cancellation.

[If applicable: Even though you are no longer be enrolled with Brisbane Grammar School as of --/--/-- , you will need to maintain approved arrangements for welfare and accommodation until another education provider enrolls you and takes over responsibility for approving arrangements, or until you depart Australia.]

Yours sincerely

It is the role of the following staff members to undertake these actions in administering the School's Course Duration, Progress and Attendance Policies and Procedures.

FOR COURSE DURATION

Staff Member	Action	Time frame	REF
Head of Year	Monitor the student's course duration to ensure they will not need additional time in order to complete their course, and meet any other requirements under Standard 9	Throughout student's studies, particularly at end of semester when report cards have been finalised	St 8.3

FOR COURSE PROGRESS

Headmaster	Determine staff roles and responsibilities for implementing School course progress policy, including requirements for achieving satisfactory course progress, activating intervention strategies and determining the point at which the student has failed to achieve satisfactory course progress	At time of policy creation, and when staff changes occur.	St 8.7
Head of Year	Checking school reports in each subject/unit to determine if student is meeting requirements as per School policy and advising Deputy Headmaster – Teaching & Learning & Deputy Headmaster - Students if student is at the point of needing intervention	Throughout student's studies, particularly at end of semester when report cards have been finalised	St 8.
School Counsellor	Counselling student and arranging intervention strategies for student as needed to assist student to meet course progress requirements Advising parent (s) of action taken and enrolment implications	When school reports have been checked and student identified as being at risk – follow up meeting with student	St 8.7

	of failing to meet course progress requirements.	Communicating with parent - [Insert timeframe]	
School Counsellor Head of Year	Monitoring student response to intervention strategies	When the School policy requirements trigger intervention at and no later than when the student fails or is deemed not competent in 50% or more of subjects/units studied during the study period, and throughout the following study period	St 8.7
Deputy Headmaster – Teaching & Learning	Assessing whether student is meeting visa condition for satisfactory course progress, and if not, notifying the student in writing of a) School's intention to report student to Department of Home Affairs (Immigration) b) Right to access to school's appeals processes must be within 20 working days	When the student is assessed as not being able to meet course progress requirements as per Standard 10, after the intervention strategies have been activated and progress re-assessed NB: If the student accesses the external appeals process, the school must await the outcome of this process before changing the student's enrolment status in PRISMS. If the school has issued a CAAW for a student, welfare provisions under NC St 5.3 are applicable until a prescribed	St 8.13

		alternative is in place.	
FOR COURSE ATTENDANCE			
Headmaster	Determine staff roles and responsibilities for implementing School attendance policy, including method and frequency of attendance calculations, and point of intervention	At time of policy creation, and when staff changes occur.	St 8.6
Head of Year	Recording attendance and advising Deputy Headmaster - Students if student is absent more than FIVE (5) consecutive days without approval.	Daily, in accordance with school procedures	St 8.6.3 St 8.6.4
School Marshall Head of Year	Calculating percentage attendance for each overseas student and advising Deputy Headmaster - Students if student is approaching point of intervention	Every month	St 8.6.2
School Counsellor	<p>Contacting and counselling student where he has not attended for five (5) consecutive days, and / or if he is at risk of not meeting attendance requirements, and arrange any necessary support and/or follow up</p> <p>Advising parent(s) of absence and reason provided for absence and of any implications for enrolment. (if applicable)</p>	When the prescribed intervention points of 85% or no. of consecutive absences have been reached	St 8.6.5
Deputy Headmaster - Students	Assessing whether student is meeting visa condition for satisfactory attendance, and if not,	Throughout the semester, and as the reasons for student absence are confirmed.	St 8.13

	<p>whether under school policy (optional) the provisions under St 11.9 apply. If St 11.9 provisions do not apply, notifying the student in writing of</p> <p>a) School's intention to report</p> <p>b) Timelines for accessing the school's internal and external appeals processes:</p>	<p>When the student is assessed as not being able to meet attendance requirements as per Standard 8 and only after intervention strategies have been activated.</p> <p>NB: If the student accesses the external appeals process, the school must await the outcome of this process before reporting the student in PRISMS. If the school has issued a CAAW for a student, welfare provisions under NC St 5.6 are applicable until a prescribed alternative is in place.</p>	
FOR COURSE PROGRESS and COURSE ATTENDANCE			
Director of Enrolments	Notifying the ESOS agency via PRISMS that the student is not achieving satisfactory attendance / course progress	<p>Only when</p> <p>i. the internal and external complaints processes have been completed and the decision supports Brisbane Grammar School or</p> <p>ii. the student has chosen not to access the internal complaints and appeals process within the 20 working day period), or</p> <p>iii. the student has chosen not to access the external</p>	St 8.14

		complaints and appeals process within the <i>set</i> timeframe in the policy, or iv. the student withdraws from the internal or external appeals processes by notifying in Brisbane Grammar School writing.	
Director of Enrolments / Financial Controller	Giving refunds (if applicable) and meeting reporting obligations in the event of a student being reported for breaching visa requirements under NC Standards 10 and 11.	See Timelines for Reporting Provider Obligations in Case Of Provider Default or Student Default and Checklist of Record Keeping and Reporting Obligations .	ESOS Act 2000 s19 ESOS Act 2000 s47A-H ESOS Reg 2019 s11 & 12
Head of Year Deputy Headmaster - Students	Notifying student/parent in writing, with reasons, of outcome of the school’s complaints and appeals handling process; Keeping records as required under St 10.2.7	As soon as practicable after the internal process is completed.	St 10.2.6
<i>This policy and these procedures should be checked and updated whenever there is a change in regulations about NC Standard 8 or in Department of Home Affairs (Immigration) regulations, or when existing policies need to be adapted or strengthened.</i>			
The following staff member / department is responsible for reviewing and updating the School Course progress and attendance policy and procedures:			
Jamie Smith		Director of Enrolments	
THIS SECTION LAST UPDATED BY Jamie Smith ON 12/12/2022			

Overseas Students Support Services

References: NC B St 6

Brisbane Grammar School provides students with support services to assist them adjust to study and life in Australia and to enable them to achieve expected learning outcomes. See Section 2 for staff roles and responsibilities for supporting overseas students.

NC B St 6
St 6.1.1
St 6.3
St 6.9

In addition to the intervention processes identified in Sections 16, Brisbane Grammar School provides a safe environment for students and identifies and supports students at risk in these ways:

- ☐ Term 1, Week 9 – conducts an audit of all students to identify any student at risk of not meeting course progression and/or attendance requirements
- ☐ Twice yearly reports
- ☐ Academic / Careers Counselling Program for Years 11 and 12
- ☐ Buddy system
- ☐ On campus security (24 hours)
- ☐ Horizontal (Day school) and Vertical (Boarding) pastoral support program

All staff members involved in these processes are responsible for reporting to the appropriate staff member or the designated overseas student contact officer any overseas students identified as being at risk in the school *pastoral care/ academic counselling* program.

THIS SECTION LAST UPDATED BY Jamie Smith ON 12/12/2022

Overseas Student Orientation Program

References: NC B St 6, NC B St 8, NC B St 10

It is a requirement under the National Code 2018 that Brisbane Grammar School must assist full fee paying overseas students to adjust to study and life in Australia through an age and culturally appropriate orientation program that includes information about:

- Student support services available to assist on the transition to life and study in a new environment
- Enhancing personal security and safety, both at school and while living in Australia
- English language and study assistance programs
- Legal services
- Emergency and health services
- How to seek assistance for and report an incident that significantly impacts student well-being, including critical incidents
- School facilities and resources
- Complaints and appeals processes
- School Course progress and Attendance policies (to meet relevant visa conditions)
- Services students can access for information on their employment rights and conditions, and how to resolve workplace issues, such as through the Fair Work Ombudsman or Department of Home Affairs (Immigration):

<https://www.fairwork.gov.au/>

<https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500#When>

NC B St 6
St 6.1.1-9
St 6.9.1-3
St 8.5

NC B St 6
St 6.3
NC B St 8
NC B St 8.5

The following staff members / departments are responsible for ensuring overseas students:

Director of Boarding Head of Year	Delivering and ensuring all new overseas students undertake the School Orientation Program as per Standards 6.1.1-8 and St 6.9.1-3	NC B St 6 St 6.1.1-8 St 6.2 St 6.3 St 6.9.1-3
Director of Boarding Head of Year	Providing any overseas students who request assistance from the school in relation to the services/programs communicated through the orientation program with relevant information or referrals.	NC B St 6 St 6.2 St 6.3
Additionally, the following staff member(s) / department(s) are responsible for assisting students to access support services to assist with issues that may arise during their studies, as required under Standard 6.3 of the National Code 2018, including		NC B St 6 St 6.3 St 6.4 NC B St 8 St 8.5
Head of Year	Services designed to assist students to meet course progress and attendance requirements.	
Head of Year Director of Student Services	Co-ordinate intervention strategies for course progress as necessary	
Head of Year	Co-ordinate intervention strategies for attendance as necessary	

Head of Year Director of Boarding	Welfare related support services to assist students with other issues arising during their study	
Documents / materials / activities used for the School's Student Orientation Program are: <ul style="list-style-type: none">• Student Orientation Checklist• Student Orientation Handbook• Tour of school facilities – see Student Orientation Handbook• Meeting key staff members – see Student Orientation Handbook• Follow up meetings in first few weeks – see Student Orientation Handbook		
The following staff member / department is responsible for reviewing and updating the School Overseas Student Orientation Program:		
Name of Department / Officer(s) Jamie Smith	Role(s) Director of Enrolments	
THIS SECTION LAST UPDATED BY Jamie Smith ON 12/12/2022		

Brisbane Grammar School Overseas Student Orientation Checklist for Boarding Students

Student Name: _____

Year: _____

Arrival Date: _____

Week 1, Day 1

☐ School Tour – with map

Student has been introduced to:

- ☐ International Student Officer – Ms Jamie Smith (Director of Enrolments)
- ☐ Head of Year
- ☐ Head of Middle School
- ☐ Deputy Headmaster – Teaching & Learning – Mr Steve Uscinski
- ☐ Deputy Headmaster & Head of Senior School – Mr David Carroll
- ☐ Student Counsellors
- ☐ Student Buddy for Week 1

Staff member: _____ Date: _____

Student has / understands:

- ☐ Mobile phone or how to use pay phone
- ☐ Emergency contact number of staff member
- ☐ Emergency number for fire, police etc is 000 in Australia or 112 from a mobile telephone
- ☐ All school uniform, stationery and text book requirements
- ☐ How to seek assistance on and off campus
- ☐ Bank account (if appropriate)

Staff member: _____ Date: _____

Student has received information about:

- ☐ Code of Expectations and Behaviour for Students
- ☐ Refund Policy
- ☐ Course Progress and Attendance Policy
- ☐ Deferral, Suspension and Cancellation Policy
- ☐ Complaints and Appeals Policy
- ☐ Student Transfer Request Assessment Policy
- ☐ The ESOS Framework
- ☐ School Calendar
- ☐ Subject selection
- ☐ Assessment policies and requirements – Student Guides will be provided by _____ subject teachers
- ☐ Tutorials, study skills assistance, etc
- ☐ Extra-curricular activities, clubs, etc

Staff member: _____ Date: _____

Other Information/Activities:

- ☐ Information about Cultural Awareness/Culture Shock/Adjusting to life in a new environment

Staff member: _____ Date: _____

Student interviews to check adjustment:

- ☐ End of Week 2
☐ End of Week 4
☐ End of Week 6
☐ End of Week 8
☐ End of Week 12

Staff member: _____ Date: _____

Staff Orientation/Induction to ESOS Framework

Ref: NC B St 6

It is a requirement under the National Code 2018 that Brisbane Grammar School ensures that staff members who interact directly with full fee paying overseas students are aware of the School's obligations under the ESOS framework and the potential implications for students arising from the exercise of the obligations.

NC B St 6
St 6.7

Relevant information about the School's obligations under the ESOS framework is provided to appropriate staff members in the following ways:

TO	BY	HOW	WHEN
Senior Management Staff	Director of Enrolments	PP Presentation	January each year
Administrative Staff	Director of Enrolments	PP Presentation/email	January
Mainstream Teaching Staff	Director of Enrolments	PP Presentation/email	January
ESL Support Staff	Director of Student Services	PP Presentation/email	Term 1
Counselling and Student Support Staff	Director of Student Services	PP Presentation/email	Term 1
Marketing Staff	Deputy Headmaster - Staff	PP Presentation/email	Term 1
Accommodation Support Staff	Director of Boarding	PP Presentation/email	Ongoing
Staff responsible for monitoring compliance with visa conditions under NC B St 8	Director of Enrolments	PP Presentation/email	Ongoing
<i>Other</i>			

The following staff member / department is responsible for informing new staff members who take up duties outside of staff information sessions of relevant obligations under the ESOS framework

Name of Department / Officer(s)

Jamie Smith

Role(s)

Director of Enrolments

Materials / Resources for Staff Induction / Orientation to ESOS include: *[Customise as necessary]*

- ☐ Information sheets provided to all staff
- ☐ Website links
- ☐ Staff Handbook
- ☐ School PPT presentation on ESOS

The following staff member / department is responsible for reviewing and updating the School Staff Orientation/Induction to ESOS:

Name of Department / Officer(s)

Jamie Smith

Role(s)

Director of Enrolments

This policy should be checked and updated whenever there is a change in regulations about NC Standard 6, or when existing policies need to be adapted or strengthened.

THE STAFF INDUCTION/ ORIENTATION PROCESS WAS LAST UPDATED BY Jamie Smith ON 12/12/2022

Websites (Compliance)

- ☐ Independent Schools Queensland (ISQ)
<https://www.isq.qld.edu.au/member/login/members/information-for-cricos-registered-schools>
- ☐ International Quality Unit (CRICOS)
<https://www.qld.gov.au/education/international/pages/cricos.html>
- ☐ Education Services for Overseas Students (ESOS) Framework (Commonwealth legislation)
<https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>
- ☐ PRISMS
<https://prisms.education.gov.au/Logon/Logon.aspx>
and
PRISMS User Guide
https://prisms.education.gov.au/Information/ShowInformation.aspx?Doc=Provider_User_Guide&key=information-provider-user-guide&Heading=
- ☐ Department of Home Affairs
<https://immi.homeaffairs.gov.au/home>
- ☐ Blue Card Services
www.bluecard.qld.gov.au
- ☐ Overseas Students Ombudsman
<https://www.ombudsman.gov.au/What-we-do/overseas-students>
- ☐ Tuition Protection Service
www.tps.gov.au

THE LIST OF WEBSITES (COMPLIANCE) WAS LAST UPDATED BY Jamie Smith ON 11/06/2019

Websites (Other)

- ☐ Austrade
<http://www.austrade.gov.au>
- ☐ Austrade Education Market Profiles
<https://www.austrade.gov.au/Australian/Education/Countries>
- ☐ Austrade Future Unlimited Online Living in Australia Guide
<http://www.studyinaustralia.gov.au/global/live-in-australia>
- ☐ Australian Curriculum Assessment and Certification Authority
<https://www.acara.edu.au/curriculum>
- ☐ Australian Government Department of Education and Training - eligibility for temporary visa holders helpline (for determining Australian Government financial assistance for school programmes) Phone: 1 800 677 027 (Option 1 then Option 3) or e: grantsanddatahelp@education.gov.au
- ☐ Australian Qualifications Framework
<http://www.aqf.edu.au/>
- ☐ The Australasian Curriculum, Assessment and Certification Authorities (ACACA)
<http://acaca.edu.au>
- ☐ Department of Foreign Affairs and Trade
<http://www.dfat.gov.au>

- ☐ Fair Work Ombudsman
<https://www.fairwork.gov.au/>
- ☐ Independent Schools Council of Australia
www.isca.edu.au
- ☐ International Education Association of Australia (IEAA)
www.ieaa.org.au
- ☐ Interstate Student Data Transfer Note and Protocol for Non-government Schools
<http://scseec.edu.au/archive/Publications/ISDTN/ISDTN---Non-Gov-Schools.aspx>
- ☐ ISANA
www.isana.org.au
Student Handbook Template
<http://www.isana.org.au/the-rainbow-guide>
- ☐ Office of the Australian Information Commissioner - Privacy
<https://www.oaic.gov.au/privacy-law/> and <https://www.oaic.gov.au/agencies-and-organisations/guides/>
- ☐ Education Agents Training Course
<http://www.eatc.com/>
- ☐ Migration Agents Registration Authority
<https://www.mara.gov.au/>
- ☐ NEAS Australia
<http://www.neas.org.au/home/>
- ☐ Overseas Student Health Cover (OSHC)
<http://www.studyinaustralia.gov.au/global/live-in-australia/insurance>
- ☐ Privacy Manual for Non-Government Schools
Website: <http://www.isca.edu.au>
- ☐ Queensland Curriculum and Assessment Authority (QCAA)
<http://www.qcaa.qld.edu.au/> (Search site for “visa students”)
- ☐ Queensland’s International Education and Training Strategy
<https://www.tiq.qld.gov.au/iet-strategy/>
- ☐ Study Queensland Website
www.studyqueensland.qld.edu.au
- ☐ Study in Australia
<http://studyinaustralia.gov.au>
- ☐ Tourism Australia
<http://www.australia.com>
- ☐ Translating and Interpreting Service (TIS)
Phone: 131 450 (within Australia)
<http://www.tisnational.gov.au/>

THE LIST OF WEBSITES (OTHER) WAS LAST UPDATED BY Jamie Smith ON 11/06/2019

Acronyms

ACL	Australian Consumer Law
APPs	Australian Privacy Principles
ARC	Annual Registration Charge (CRICOS registration)
CAAW	Confirmation of Approval of Accommodation and Welfare (letter created in PRISMS)
CRICOS	Commonwealth Register of Institutions and Courses for Overseas Students http://cricos.education.gov.au/
CRICOS Registration	See https://internationaleducation.gov.au/Regulatory-Information/Provider-Registration/Getting-Started/Pages/default.aspx and https://www.qld.gov.au/education/international/pages/cricos.html
DoE	Australian Government Department of Education http://www.education.gov.au ; www.internationaleducation.gov.au
DHA	Department of Home Affairs
DSA	Designated State authority
EATC	Education Agents Training Course http://www.eatc.com/
CoE	Confirmation of Enrolment (created in PRISMS)
ELICOS	English Language Intensive Course for Overseas Students
ELT	English Language Training
EQI	Education Queensland International www.eqi.com.au
ESL	English as a Second Language
ESOS (Act)	Education Services for Overseas Students (Act) see ESOS Framework
ESOS Framework	Commonwealth legislation including the National Code of Practice 2018 which is related to the ESOS Act 2000 https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx
FWO	Fair Work Ombudsman https://www.fairwork.gov.au/
IEAA	International Education Association of Australia Inc. – organisation for international education professionals http://www.ieaa.org.au/
IELTS	International English Language Testing System http://www.ielts.org/
IETU	International Education and Training Unit in TIQ. See Queensland's International Education and Training Strategy https://www.tiq.qld.gov.au/iet-strategy/ . Now known as Study Queensland.
ISANA	International Education Association http://www.isana.org.au/
ISCA	Independent Schools Council of Australia www.isca.edu.au
ISDTN	Interstate Student Data Transfer Note and Protocol for Non-government Schools http://scseec.edu.au/archive/Publications/ISDTN/ISDTN---Non-Gov-Schools.aspx
ISLPR	International Second Language Proficiency Rating http://www.islpr.org/
ISQ	Independent Schools Queensland www.isq.qld.edu.au and https://www.isq.qld.edu.au/about-independent-schools/international-students
LOTE	Language Other Than English
NEAS	National ELT Accreditation Scheme http://www.neas.org.au/
NC (The National Code of Practice)	National Code of Practice for Providers of Education and Training to Overseas Students 2018 – part of the ESOS framework https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Pages/default.aspx
NCEC	National Catholic Education Commission http://www.ncec.catholic.edu.au/

NLLIA ESL Band Scales	National Languages and Literacy Institute of Australia ESL Band scales (for rating English language proficiency) To order a copy: Contact Reception at ISQ T: 07 3228 1515. (ISQ member schools can enrol in Band scales Course in Connect & Learn.)
OSHC	Overseas Student Health Cover see http://www.studyinaustralia.gov.au/global/live-in-australia/insurance
PRISMS	Provider Registration and Overseas Student Management System https://prisms.education.gov.au/Logon/Logon.aspx
PTE	Pearson Test of English http://pearsonpte.com/Pages/Home.aspx
QCEC	Queensland Catholic Education Commission http://www.qcec.catholic.edu.au/
SCV	Student Course Variation. The record a user with CoE Administrator access creates when reporting non-compliance of a student or a change to course details for the student's original CoE. (See SCV Quick Reference Guide for details.)
SSVF	Simplified Student Visa Framework
Study Queensland	Public website for overseas students: https://www.studyqueensland.qld.gov.au/ . Also name of business unit in Trade and Investment Queensland (formerly IETU).
TIQ	Trade and Investment Queensland (see offices and contacts) http://www.tiq.qld.gov.au/
TESOL	Teaching of English to Speakers of Other Languages
TOEFL	Test of English as a Foreign Language www.toefl.org
TPS	Tuition Protection Service https://tps.gov.au/Home/NotLoggedIn
VEVO	Visa Electronic Verification Online https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/check-conditions-online
THE LIST OF ACRONYMS WAS LAST UPDATE BY Jamie Smith ON 11/06/2019	



BRISBANE GRAMMAR SCHOOL

Orientation Booklet of

Year

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Dear

Welcome to Brisbane Grammar School. As an international student, you are an important part of our proud tradition of being a highly diverse school where boys from a broad range of backgrounds can live together and learn from each other.

We hope that your arrival is the beginning of an enjoyable and productive time in your life that you will be able to look back on with fond memories. Try to gain as much as possible from your time here, and don't forget that you have a contribution to make in bringing your background and experiences to this community.

Brisbane Grammar School is a busy place with many activities and experiences to enjoy. Your time is likely to be most rewarding and successful if you enter into those activities and interact with those around you.

The School itself offers many academic opportunities, as well as sporting and cultural pursuits. You will share classes and activities with day students from the local area and boarders who live on campus.

The School also has many people who can help you with school and personal matters. Your Form Tutors and Head of Year will get to know you and take an interest in your progress, and there are counsellors and advisors who can be of help, as well as your various subject teachers. Be sure to ask if there is anything you need to know, or talk to someone if you have a problem. Your 'student buddy' is a good place to start, especially in the first week. They will know the answers to many of your questions, or know who can provide the information you require.

We look forward to seeing you enjoy and benefit from your schooling experience at Brisbane Grammar School.

Best wishes

A handwritten signature in black ink, reading "Anthony Micallef". The signature is written in a cursive style with a large, stylized 'A' and 'M'.

Anthony Micallef
Headmaster

Important Information and Emergency Contacts

Education Provider Main Contact Details:

07 3834 5200
24 Gregory Terrace, Brisbane, QLD 4000
reception@brisbanegrammar.com

International Student Contact Officer

Mr Jamie Smith, Director of Enrolments
Phone: 3834 5227
Email: jamie.smith@brisbanegrammar.com
Office: Reception

Emergency Phone Numbers

Police, Fire, Ambulance – 000 or 112 from a mobile

Department of Home Affairs (Immigration) (DHA)
229 Adelaide St Brisbane CBD Queensland 4000
9.00am - 4.00pm Monday – Friday
13 18 81

Public Facilities Location of Automatic Teller Machines (ATMs)

Bankwest ATM
13 17 18, 7 Eleven, Oxygen Apartments
1/170 Leichardt St, Spring Hill, QLD, 4000

NAB ATM
13 22 65
433 Upper Edward St, Spring Hill, QLD, 4000

Redi ATM
305 Upper Edward St, Spring Hill, QLD, 4000

Suncorp ATM
13 11 55
87 Wickham Tce, Brisbane, QLD 4000

Post Office

Australia Post
4/448 Boundary St, Spring Hill, QLD, 4000
3405 1614

Orientation checklist

Week 1, Day 1



- ☐ School tour – with map

Student has been introduced to:

- ☐ Head of Year –
- ☐ Deputy Headmaster – Teaching and Learning – Mr Steve Uscinski
- ☐ Deputy Headmaster – Students – Mr David Carroll
- ☐ Head of the Boarding Community – Mr Berian Williams-Jones
- ☐ Nursing Manager – Ms Karen Bramley
- ☐ Student Counsellor – Ms Dale Nicholas and Dr Nathan Simmons
- ☐ Student Buddy for Week 1

Staff member: _____ Date: _____

Student has / understands:

- ☐ Mobile phone or how to use pay phone
- ☐ Emergency contact number of staff member
- ☐ Accommodation contact number
- ☐ Emergency number for fire, police etc. is 000 in Australia
- ☐ All school uniform, stationery and textbook requirements
- ☐ How to seek assistance on and off campus
- ☐ Bank account (if appropriate)

Staff member: _____ Date: _____

Student has received information about:

- ☐ Boarders' Handbook available on MyGrammar
- ☐ OSHC – Ms Bramley will explain how this works
- ☐ Dispute Resolution Policy
- ☐ Course Progress and Attendance Policy
- ☐ Deferment, Suspension and Cancellation Policy
- ☐ Other School policies included in this Handbook
- ☐ School Calendar – website and MyGrammar
- ☐ School Rules and Code of Conduct - refer to Record Book and School Handbook
- ☐ Subject selection
- ☐ Assessment policies and requirements – Student Guides will be provided by subject teachers
- ☐ Tutorials, study skills assistance
- ☐ Co-curricular activities and clubs

Staff member: _____ Date: _____

Other Information/Activities:

- ☐ Information about Cultural Awareness/Culture Shock/Adjusting to life in a new environment
- ☐ Orientation to local area – shops, recreational areas, etc.

Staff member: _____ Date: _____

Student interviews to check adjustment:

- ☐ End of Week 2
- ☐ End of Week 4
- ☐ End of Week 6
- ☐ End of Week 8
- ☐ End of Week 10

Staff member: _____ Date: _____

Campus map - Spring Hill







Overseas Boarding Students Holiday Leave Form

I, _____, being the parent/guardian of _____,
in Year _____ wish to advise Brisbane Grammar School:

(Please choose Option A or B by ticking the appropriate box.)

Option A

- ☐ The student will be returning home during the school holidays and I will advise the School of his travel arrangements prior to the end of term.

Option B

- ☐ I have made alternative arrangements for the student during the holiday period:

Date leaving Harlin House: _____

Date returning to Harlin House: _____

Name and contact details of the responsible person providing accommodation for my son:

I acknowledge that by lodging this form, I:

- consent to the proposed accommodation arrangements for the student and have taken reasonable steps to confirm the arrangements and ensure they are suitable
- except in the case of Schoolies Week, undertake the responsible person is at least 21 years old and of good character
- have advised the School of all details of the accommodation arrangements, including the contact details of the responsible person (except in the case of Schoolies Week)
- indemnify the School against all Loss arising directly or indirectly from the accommodation arrangements for the student during the vacation (including Schoolies Week). 'Loss' means any loss any claim, action, liability, damage, cost, charge, expense, payment, which the School pays, suffers or incurs or is liable for, including legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts paid in settlement of any claim or action.

Signed: _____ Date: _____

Code of Expectations and Behaviour for Students

1. Brisbane Grammar School seeks to provide a secure, supportive and encouraging learning environment. All members of the School community have a responsibility to practise and promote tolerance and the valuing of individual differences and to uphold the value of courtesy, compassion, cooperation and care for others.
2. Students are encouraged to form an understanding of their role within the broader community and the mutual obligations of community members.
3. All students must support the rights of members of the School community to be free from bullying, harassment and discrimination. (see Towards a Safe and Secure Learning Environment: A Policy on Bullying and Discrimination)
4. The School encourages students to achieve their full potential academically. It is therefore expected that each student will cooperate with his teachers in taking responsibility for his own progress by diligent preparation and participation in the learning process. It is important that no student, through poor behaviour or lack of concern, interferes with the rights of others to pursue their studies.
5. Students will behave in a manner which enhances their reputation and the reputation of the School. This obligation extends to behaviour outside the School, outside School functions and outside School hours, for example, at social functions whether or not connected with the School. Students will also be subject to and follow the policies, practices, rules and expectations written in the School Handbook. Disrespect to staff, causing any harm whatsoever to others, interference with the property of others, bringing the School into disrepute or involvement with drugs (including cigarettes and alcohol) are regarded as serious behavioural issues in breach of this Code.
6. Students must not leave the grounds during school time without first obtaining permission as outlined in the School Handbook. Except in the case of illness, students must be in attendance on all school days unless leave has been granted by the Deputy Headmaster - Students.
7. Students at Brisbane Grammar School are expected to take pride in their personal appearance and School uniform. Students will present themselves in a way which both complies with School requirements and shows respect for themselves and their School.
8. Students are encouraged to participate in a wide range of activities, and are expected to support others by attending events such as concerts, plays, speech night, competition fixtures and GPS championships. We value the cooperation, commitment over time and responsibilities associated with membership of teams and groups.

Being enrolled at the School implies acceptance of this Code of Expectations and Behaviour. Students who breach this Code of Expectations and Behaviour may face disciplinary action including detentions, suspension (whether from School or from any particular School activity) or expulsion from the School, which the School in its sole discretion determines is appropriate in all the circumstances.

ENTRY REQUIREMENT POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School), who is a Registered Provider.

ENTRY REQUIREMENTS

Brisbane Grammar School will consider enrolment applications from students wishing to apply for a Student Visa, subject to compliance with minimum requirements and conditions set by the School, and with legislative requirements of the State of Queensland and the Commonwealth of Australia, including any requirements to undertake extra tuition to learn English to meet the English language proficiency standard needed to enter mainstream classes.

Applications for enrolment must be made on the Application for Enrolment form. This must be correctly completed, and must be accompanied by the following documents to support the application:

1. Copies of the student's two most recent end of semester school reports;
2. A letter of reference from the student's current or most recent school Principal is also required if the student's reports do not record student behaviour or commitment to studies;
3. Written evidence of proficiency in English as a second language;
4. Photocopy or scanned copy of passport page with name, photo identification, passport number and expiry date;
5. Copies of any certificates of public examinations (where applicable);
6. A list of subjects the student wishes to study if applying for Year 11 entry (these subjects should be chosen from the list of subjects offered by the School and listed on our website);
7. Details of the student's cocurricular involvement

Where the above documents are not in English, certified translations in English are required, with necessary costs to be met by the applicant.

An application for enrolment can only be processed when all of the above have been received by the Director of Enrolments.

Applications from overseas students are processed according to established policy and procedures and are dealt with on their merits.

Assessment procedures include an evaluation of reports from previous schools and of English language proficiency. In cases where report cards are not available or are inconclusive for any reason, the school may require relevant testing of the applicant to assess the application.

Prior to offering a place at the School, applicants will be interviewed, either by person or via Skype. A member of staff from BGS may also contact the applicant's current Principal but will not do so without prior consent. Having considered all records and any further information which may be requested, the Headmaster of the School will make the final decision on the acceptance of any overseas student into the School.

Onshore applications for Years 11-12, where the student is transferring from another CRICOS registered provider, will only be considered where the transfer, if accepted, allows the student to achieve a successful study outcome at the end of the enrolment.

Offshore applications for enrolment in Years 11-12 will not be considered after the Yr 11 course has commenced/ unless the student can complete course assessment before the end of the first semester of Year 11.

ACADEMIC & ENGLISH LANGUAGE REQUIREMENTS

Brisbane Grammar School requires evidence that the applicant's academic ability and English proficiency is sufficient to successfully meet the entry and curriculum demands of the intended course. This is a requirement under the 2018 National Code of Practice, Part B Standard 2.

Minimum academic and English language requirements are as follows:

Academic Requirements

Students must provide evidence of satisfactory academic performance appropriate to entry to the Year level requested on the Application for Enrolment or offered as an alternative point of entry by the School in a Written Agreement.

For all Students:

- i. Evidence of application to school work
- ii. Achievement in literacy and numeracy areas of the curriculum
- iii. A minimum pass level or "C" grade or better for most core subjects

English Language Proficiency Requirements

- i. Applicants are assessed individually based on the contents of their report cards and personal references and may also be required to undertake a language proficiency test set by the school.
- ii. If supplied, Brisbane Grammar School will assess evidence of English language proficiency presented by a student at the time of application but reserves the right to confirm the student's English language proficiency through additional tests.
- iii. If not presenting appropriate evidence of English language proficiency at the time of application, Brisbane Grammar School will assess the student's application for entry based on satisfactory test results as follows:

Year of Entry	AEAS	NLLIA Bandscale	IELTS
Years 6 - 8	Please sit the ASES Language Proficiency Test for Years 7-9	Level 5	N/A
Year 10 - 11	Please sit the ASES Language Proficiency Test for Years 10 – 12. The minimum score is 60	Level 6	6
These minimum levels must apply to each of the four areas of Writing, Speaking, Literacy and Reading/Viewing.			

In addition to a satisfactory result in AEAS or IELTS, applicants will be asked to provide a piece of extended writing in English, completed under supervised conditions. As Brisbane Grammar School offers a very demanding academic program, students below this level in any of the four areas of language; Writing, Speaking, Literacy and Reading/Viewing, will experience significant difficulty in accessing course materials and completing assessments

- iv. Students should note that if their language proficiency is below that outlined above, they may be required to undertake an intensive English language course before beginning mainstream studies. Students wishing to enter the school outside these year levels are assessed individually based on the contents of their report cards and personal references and may also be required to undertake a language proficiency test set by the School.

REFUND POLICY FOR OVERSEAS STUDENTS

PURPOSE

This policy applies to an overseas student whether within or outside Australia who has applied for or obtained a student visa and who is enrolled with the School, regardless of the status of the visa application, and his Parent or Guardian.

This policy sets out the School's policy about refunding fees, including the amounts which may be refunded and the processes for providing a refund.

A copy of this policy will be provided to the Parent or Guardian of an overseas student prior to them entering into any agreement with the School or making any payment in relation to a registered course. This policy forms part of the agreement between the Parent or Guardian and the School in respect of the overseas student's enrolment.

DEFINITIONS

Agreed Starting Day means the day on which the Course was scheduled to start or a later day agreed between the School and the Parent or Guardian.

Course means the course the School is providing (or offering to provide) to the student as set out in the letter confirming the overseas student's offer of placement at the School.

Default Day means:

- (a) the Agreed Starting Day;
- (b) the day on which the Course ceased to be provided;
- (c) the day on which the student withdraws; or
- (d) the day on which the School refuses to provide the Course to the student.

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

Non-tuition Fees means those fees other than Tuition Fees listed as non-tuition fees in the letter confirming the overseas student's offer of placement at the School.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the ESOS Act.

Tuition Fees means any fees received by the School, directly or indirectly, from the Parent or Guardian that are directly related to the provision of a Course that the School is providing (or offering to provide) to the student.

REFUNDS

The enrolment application fee is not refundable in any circumstances.

1. Where the School defaults

If either:

- (a) the School does not start to provide the Course for the student by the Agreed Starting Date; or
- (b) the Course ceases to be provided to the student at any time after the Course starts, but before it is completed (including where the Course is not provided by the School due to a sanction under the ESOS Act),

and the student has not withdrawn from the Course by the Agreed Starting Date, then the School will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**School Default**).

In the case of School Default, the following applies in relation to refunds:

(a) Tuition Fees

Any unspent Tuition Fees paid before the Default Day, that is, any tuition for which the Parent or Guardian has paid but which has not yet been delivered by the School to the student, will be refunded.

The School will calculate the amount to be refunded in accordance with the Education Services for Overseas Students (Calculation of Refund Specification) 2014. Currently the Specification provides for a proportionate refund based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate.

(b) Non-tuition Fees

Non-tuition Fees will not be refunded in the event of School Default.

Any contrary decision to refund Non-tuition Fees in the event of School Default is at the Headmaster's absolute discretion and will be made on a case by case basis. The Parent or Guardian does not have a right to a refund in any case.

2. Where the student defaults

If the student is unable to start the Course on the Agreed Start Date or seeks to withdraw from the Course at any time, the Parent or Guardian must notify the School's Registrar of this in writing and provide the reason for the student's inability to start or withdrawal from the Course.

If the Course starts by the Agreed Starting Date but:

- (a) the student does not start the Course on that day and has not previously withdrawn from the Course; or
- (b) the student withdraws from the Course (either before or after the Agreed Starting Day); or
- (c) the School refuses to provide (or to continue to provide) the Course to the student because:
 - (i) the student or the student's Parent or Guardian has failed to pay an amount the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course;
 - (ii) the student has breached a condition of his visa; or
 - (iii) of misbehaviour by the student (for example, a breach of the School's Code of Expectations and Behaviour for Students),

then the student will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**Student Default**).

In the case of Student Default, the following applies in relation to refunds:

(a) Tuition Fees

Subject to the exception in section 2(c) below, Tuition Fees will not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(b) Non-tuition Fees

Subject to the exception in 2(c) below, Non-tuition Fees will also not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(c) Exception to section 2(a) and (b) – Student Default due to visa refusal

In the event that:

- (a) a student has been refused a student visa (the Parent or Guardian must produce evidence to the School that the application has been refused by the Australian immigration authorities); and
- (b) the refusal of the student visa was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the Course:
 - (i) the student's failure to start the Course on the Agreed Starting Day;
 - (ii) the student's withdrawal from the Course; or
 - (iii) the Parent or Guardian's failure to pay an amount that the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course,

then the School will provide a refund calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

Currently the Specification provides for:

- (a) where the student fails to start the Course or withdraws from the Course on or before the Agreed Starting Day, a full refund minus the lesser of: (a) A\$500.00; or (b) 5% of the total amount of Tuition Fees and Non-Tuition Fees that the School received from the Parent or Guardian for the Course before the Default Day; or
- (b) otherwise, a proportionate refund of Tuition Fees only based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate. Non-tuition fees will not be refunded.

3. Change to visa status

Where a student continues to have a visa, but the visa status changes (e.g. he becomes a permanent resident), this does not amount to Student Default, and the Parent or Guardian is not entitled to any refund of Tuition Fees or Non-tuition Fees. In this circumstance, all fees owing for the student for the remainder of that School year must be paid in accordance with the letter confirming the overseas student's offer of placement at the School.

PROCESS AND TIMEFRAMES FOR REFUNDS

Subject to the above, the following process and timeframes apply in relation to refunds:

1. Refunds by reason of School Default

The School will automatically provide the refund within 14 days after the Default Day.

2. Refund by reason of the exception – Student Default due to visa refusal

The School will automatically provide the refund within four weeks after the Default Day.

3. Arrangements

All refunds owed by the School in accordance with this policy will be:

- (a) paid directly to the Parent or Guardian, unless that person directs the School, in writing, to pay the refund to someone else; and
- (b) paid in Australian dollars (AUD\$)

Note: This policy and the availability of complaints and appeals processes do not remove the right of the student or Parent or Guardian to take action under Australia's consumer protection laws.

ACCOMMODATION & WELFARE POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School), who is a Registered Provider.

CARE FOR OVERSEAS STUDENT UNDER 18 YEARS

Brisbane Grammar School is a CRICOS-registered provider which enrolls younger students under 18 years of age.

As part of its registration obligations Brisbane Grammar School must satisfy Commonwealth and state legislation, as well as any other regulatory requirements, relating to child welfare and protection for any overseas student enrolled who is under 18 years of age.

These obligations include ensuring that all overseas students under 18 years of age are given age-and culturally-appropriate information on:

- (a) who to contact in emergency situations, including contact number/s of a nominated staff member, and
- (b) how to seek assistance and report any incident or allegation involving actual or alleged sexual, physical or other abuse.

ACCOMMODATION & CARE OPTIONS FOR OVERSEAS STUDENTS UNDER 18 YEARS

Brisbane Grammar School approves the following accommodation and care options for overseas students:

- (a) The student will live with a parent or relative approved by the Department of Home Affairs (Immigration).**

In this case:

- i. The School does not provide a welfare letter (CAAW) via PRISMS. The student's family completes Form 157N and provides proof of relationship to Department of Home Affairs (Immigration) at the time of visa application for approval of these arrangements. The Department of Home Affairs (Immigration) must also approve any further change of welfare arrangements.
- ii. If the adult responsible for the welfare, accommodation and other support arrangements for a student under 18 years holds a Student Guardian Visa (subclass 590), all obligations and conditions of this visa must be met, including:
 - (a) not leaving Australia without the nominating student unless there are compassionate and compelling circumstances and the School has first approved alternative welfare and accommodation arrangements for the student for the adult's period of absence, and
 - (b) advising the Department of Home Affairs (Immigration) of any change of address, passport or other changes of circumstances.

Brisbane Grammar School requires holders of Student Guardian Visas to:

- i. maintain Overseas Visitor Health Cover for themselves and any dependent children living with them in Australia
- ii. immediately advise the School of any change to address or contact details
- iii. immediately advise the School if there are any compassionate or compelling reasons to travel overseas or not be at home for an extended period of time to care for the student.

If there is a valid reason for travelling overseas, and the School is able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the School will provide documentation approving temporary care arrangements for the student to the student's guardian and for the Department of Home Affairs (Immigration) via PRISMS.

If there is not a valid reason for travelling overseas, or if the School is not able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the student will need to travel overseas with the holder of the student guardian visa. In this case, the School will advise if compulsory attendance requirements will or will not be affected by the student's absence.

(b) The student will live in school approved accommodation and welfare arrangements and Brisbane Grammar School will generate the welfare letter (CAAW) via PRISMS to accompany the student's Confirmation of Enrolment (CoE).

Accommodation options that may be approved by Brisbane Grammar School for full fee paying 500 (formerly 571) visa subclass students under 18 years of age include:

i. School Boarding House

Brisbane Grammar School will maintain approval of accommodation and care arrangements until:

- i. The student completes the course and departs Australia
- ii. the student turns 18 years
- iii. any appeals processes in relation to Brisbane Grammar School's intentions to cancel the student's enrolment has been finalised (including suspensions, cancellations, course progress and attendance)
- iv. the student has alternative welfare arrangements approved by another registered provider
- v. a parent or nominated relative approved by the Department of Home Affairs (Immigration) assumes care of the student
- vi. Brisbane Grammar School has notified the Department of Home Affairs (Immigration) that it is no longer able to approve the student's welfare arrangements and has taken the required action after not being able to contact the student.

Any accommodation, welfare and other support arrangements for the student must be approved by Brisbane Grammar School, including arrangements provided by third parties.

Accommodation and care arrangements are checked prior to approval and at least every six months thereafter to ensure they are appropriate to the student's age and needs.

Any adults involved in or providing accommodation and welfare arrangements to the student have a blue card as appropriate (<https://www.bluecard.qld.gov.au/>).

Any changes to approved arrangements must also be approved by the School.

If a student cannot be located and the School has concerns for his/her welfare, the School will contact the student's parents / legal guardian and notify the police and any other relevant authorities.

If a student for whom the School has issued a CAAW refuses to maintain approved arrangements, the School will report this to the Department of Home Affairs (Immigration) and advise the student to contact the Department of Home Affairs (Immigration) to ensure visa implications are understood. (See Department of Home Affairs (Immigration) office addresses at: <https://immi.homeaffairs.gov.au/help-support/contact-us/offices-and-locations>).

(c) For School vacation periods, students under 18 years of age for whom Brisbane Grammar School has issued a CAAW will:

- i. return home to parents, or
- ii. apply for approval to spend the vacation with relatives or a friend's family.

(d) For School vacation periods, the following accommodation options are available to students 18 years or older:

- i. Student returns home to parents
- ii. Student may spend vacation with friend's family or relatives, provided details are given
- iii. Student may travel unaccompanied during vacation periods, provided details are given.

ACCOMMODATION, SUPPORT AND GENERAL WELFARE ARRANGEMENTS

The School requires all overseas students to live in Harlin House (the School's boarding house) which the School has determined provides suitable accommodation to protect the personal safety and social well-being of overseas students. This is unless the overseas student is to live with one or both of his Parents or Guardians who reside permanently in Brisbane. To clarify, references to a Parent or Guardian in this policy relate only to the legal parent or guardian of an overseas student. The School will not approve an overseas student to live with a person within Australia who is not the student's legal parent or guardian. If the overseas student or Parent or Guardian terminates the overseas student's living arrangements at Harlin House without approval of the School, this may be grounds for cancellation of enrolment. In addition, the School must notify the Department of Home Affairs (DHA) if the living arrangements of the overseas student change or if the School no longer approves the overseas student's accommodation arrangements. This may result in the overseas student's visa being cancelled. By enrolling the overseas student as a boarder to reside at Harlin House, the Parent or Guardian agrees to the requirements outlined in this policy. The School only provides the required Confirmation of Appropriate Accommodation and Welfare (CAAW) letter to Department of Home Affairs (DHA) for the overseas student to apply for his visa on this basis.

ARRANGEMENTS DURING SCHOOL HOLIDAY PERIODS

Semester and term dates for the overseas student's first year of enrolment will be provided to the Parent or Guardian in the letter confirming the overseas student's offer of placement at the School. Semester and term dates for each subsequent year will be published on the School's website and intranet by July for the following calendar year and will be provided in the Boarders' Handbook which is issued in December each year. All periods between each semester and term are considered school holiday periods. Harlin House opens one day prior to the commencement of each school term and closes on the last day of school each term. The Parent or Guardian is responsible for arranging in advance the overseas student's travel and accommodation during all school holidays. The School's preference is for an overseas student to return home to his Parent or Guardian for the duration of the school holidays. The Parent or Guardian must notify the School in writing of the arrangements made for the overseas student for each school holiday period by completing, signing and submitting in advance an Overseas Boarding Student's Vacation Leave Form and any requested supporting documentation for each requested period of holiday leave. If the overseas student will not be returning home to the Parent or Guardian for the holiday, the Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the holiday period, as detailed below.

REQUESTS FOR WEEKEND LEAVE

For an overseas student to have a period of absence from Harlin House over a weekend during a term, the Parent or Guardian must first seek approval for the absence from the School. The Parent or Guardian will be responsible for making the proposed arrangements for the weekend leave. The Parent or Guardian must notify the School in writing of the proposed arrangements made for the overseas student by completing, signing and submitting in advance an Overseas Boarding Students - Weekend Leave Form and any requested supporting documentation for each requested period of weekend leave. The Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the requested leave period, as detailed below.

APPROVAL OF OTHER ARRANGEMENTS

As detailed above, where the Parent or Guardian wishes the overseas student to stay in accommodation other than with them or in Harlin House (for example, over the course of any weekend or holiday period), the Parent or Guardian must provide the required forms and supporting documents to first obtain the School's approval. Where such approval is sought, in assessing the suitability of the proposed travel, accommodation, support and general welfare arrangements for the overseas student, the School may consider:

- (e) whether the Parents or Guardians have taken steps to arrange suitable care, accommodation and travel for the overseas student;
- (f) whether the Parents or Guardians have taken all necessary steps to confirm the care, accommodation and travel arrangements made are suitable for the overseas student;
- (g) whether the Parents or Guardians have taken all necessary steps to confirm there is a responsible person providing care and accommodation to the overseas student who is least 21 years of age and of good character; and
- (h) whether the School has been advised of all details of the care, accommodation and travel arrangements made for the overseas student, including the contact details of the responsible person and copies of current Blue Cards where necessary.

In satisfying itself as to the suitability of a proposed arrangement for an overseas student, the School relies on the judgment of the Parent or Guardian and the warranties and indemnities given by the Parent or Guardian in relation to the proposed arrangements by way of the relevant School forms.

YEAR 12 STUDENTS – SCHOOLIES WEEK

The School will not give permission for any overseas student to attend Schoolies week in any circumstances. If the School becomes aware that an overseas student attends Schoolies, the School will notify DHA. This may result in the overseas student's visa being cancelled.

ARRANGEMENTS FOLLOWING SUSPENSION OR CANCELLATION OF ENROLMENT

The rights and obligations outlined in this policy will continue to apply during any period of suspension of an overseas student from the School. In the event of cancellation of enrolment of an overseas student, the rights and obligations outlined in this policy will continue to apply until (whichever occurs first):

- (e) the overseas student is accepted as a student by another school which is a Registered Provider and that school takes over responsibility for approving the overseas student's accommodation, support and general welfare arrangements;
- (f) the overseas student leaves Australia;
- (g) other suitable arrangements are made that comply with the Migration Regulation 1994 (Cth); or
- (h) the School advises DHA that the School can no longer approve of the arrangements for the overseas student.

COURSE PROGRESS AND ATTENDANCE POLICY FOR OVERSEAS STUDENTS

Overseas students are required to meet and maintain satisfactory course progress and attendance requirements under visa condition 8202 and under Standard 8 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

DEFINITIONS

Compassionate or Compelling Circumstances means circumstances beyond the control of the overseas student, supported by documentary evidence if required by the School, that impact on the overseas student's progress through the course, which may include but are not limited to:

- (h) illness or injury, accompanied by a medical certificate where required by the School that states the overseas student is unable to attend classes;
- (i) bereavement of a close family member such as a parent, sibling or grandparent;
- (j) major political upheaval or natural disaster in the overseas student's home country requiring the overseas student's emergency travel;
- (k) a traumatic experience which has impacted on the overseas student, supported by police or psychologists' reports where required by the School;
- (l) where the School is unable to offer a pre-requisite unit;
- (m) inability to begin studying on the course commencement date due to delay in receiving a student visa; or
- (n) any other circumstances deemed to be compassionate or compelling circumstances as determined by the School.

Expected Duration means the length of time the School expects it takes to complete the course studying full-time, which is contained in the overseas student's confirmation of enrolment letter.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the *Education Services for Overseas Students Act 2000* (Cth) as amended or replaced from time to time.

COURSE PROGRESS

Method of assessing course progress

- (e) Overseas students are required to achieve satisfactory course progress in each semester of enrolment.
- (f) To achieve satisfactory course progress a student in Years 5 – 8 is required to provide their best academic effort and complete their course work to a standard which is adequate for them to progress to the next level. For years 5-8, *best academic effort* is achieving the comment "developing regular practice" or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.
- (g) To achieve satisfactory course progress, an overseas student in Year 9 – 12 is required to attain as a minimum a grade of Sound Achievement in at least five (5) subjects per semester, with such grade to be determined by the School through its usual practices and procedures for the grading of students. The student must also provide their best academic effort. For years 9-12, *best academic effort* is achieving the comment "developing regular practice" or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.

- (h) The course progress of all overseas students will be assessed by the School at the end of each semester.

Intervention strategy

The School's strategy for identifying and assisting students at risk of not meeting course progress requirements includes, but is not limited to, the following processes and procedures (Intervention Strategy):

- (d) the School will identify overseas students who are at risk of not meeting the course progress requirements by reviewing all overseas students' course progress at the end of each semester;
- (e) the School will contact identified students and provide counselling to determine the reasons for the overseas student's current level of academic progress;
- (f) the Head of Year will meet with the identified overseas student to develop strategies to assist the student to achieve satisfactory course progress (Individual Strategy). Each Individual Strategy will be developed on a case by case basis depending on the specific needs of the overseas student.

Unless implemented earlier by the School, the Intervention Strategy will be activated where an overseas student does not achieve (as a minimum) a grade of Sound Achievement in at least half of the subjects being studied by the overseas student in a semester.

Failure to meet satisfactory course progress

If, after an Intervention Strategy has been implemented and run its course, the School determines that an overseas student has failed to meet satisfactory course progress, the School will notify the overseas student, through his Parent or Guardian, in writing that:

- (c) the School intends to report the student for not achieving satisfactory course progress; and
- (d) the Parent or Guardian has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (e) If a Parent or Guardian wishes to lodge an external complaint about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.
- (f) The school will notify the ESOS agency via PRISMS of the student not achieving satisfactory course progress as soon as practicable where: i. the student does not access the complaints and appeals process within 20 days, or ii. the student withdraws from the complaints and appeals process by notifying the Principal of Name of School in writing, or iii. the complaints and appeals process, including any external appeal made by the student, results in a decision in favour of the school.

Where:

- (d) the Parent or Guardian does not access the complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (e) the Parent or Guardian accesses the complaints and appeals process within 20 working days but later withdraws from the process; or
- (f) the internal complaints and appeals process is completed and results in a decision supporting the School and:
 - (iv) the Parent or Guardian does not access the external complaints and appeals process within 10 working days, or earlier notifies the School of a decision not to do so;
 - (v) the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - (vi) the external complaints and appeals process is completed and results in a decision supporting the School, the School will notify the ESOS Agency via PRISMS of the overseas student not having achieved satisfactory course progress.

COMPLETION WITHIN EXPECTED DURATION OF STUDY

- (d) The School will monitor the course progress of each overseas student to ensure that at all times the overseas student is in a position to complete the course within the Expected Duration by periodically reviewing course progress records.
- (e) The School may only extend the duration of the overseas student's study where it is clear the overseas student will not complete their course within the Expected Duration due to:
 - (iv) Compassionate or Compelling Circumstances;
 - (v) the implementation of the Intervention Strategy; or
 - (vi) the School having initiated or approved a deferment or suspension of study under the School's *Deferment, Suspension and Cancellation Policy for Overseas Students*.
- (f) Where there is a variation in the study load of an overseas student that may affect the overseas student's ability to complete the course within the Expected Duration, the School will record the variation and reasons for the variation on the overseas student's file. Where the variation means the overseas student will not complete the course within the Expected Duration and requires an extension, the School will report this to the ESOS Agency via PRISMS and/or issue a new confirmation of enrolment.

COURSE ATTENDANCE

- (i) To achieve satisfactory course attendance, all overseas students must attend 85% of scheduled course contact hours each semester, unless attendance is inhibited by Compassionate or Compelling Circumstances.
- (j) The School will assess satisfactory attendance of an overseas student by reviewing attendance records on a regular basis.
- (k) Student attendance and absenteeism is:
 - (iv) checked on each School day by way of roll-call in each class;
 - (v) recorded electronically; and
 - (vi) monitored and assessed by the School Marshall over the semester.
- (l) Late arrival will be recorded as a part-day and may be included in the assessment of attendance.
- (m) The School will contact an overseas student to discuss attendance requirements and offer any necessary support where a student has been absent without approval for more than five consecutive days or where the School determines the overseas student is at risk of not attending 85% of the scheduled course hours for the semester. The School will contact the student's Parent or Guardian and take appropriate action which may include the student meeting with one or more of the Head of Year, Deputy Headmaster – Students or a member of the School's counselling staff. The School will document steps taken to address attendance.
- (n) If the School assesses that an overseas student has not achieved satisfactory attendance, the School will notify the Parent or Guardian in writing:
 - (iii) of the School's intention to report the overseas student for not achieving satisfactory attendance; and
 - (iv) that he or she has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (o) If a Parent or Guardian wishes to lodge an external complaint or appeal about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.

Where:

- (iv) the overseas student or Parent or Guardian does not access the School's internal complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;

- (v) the School's internal complaints and appeals process is accessed within 20 working days, but the complaint or appeal is later withdrawn; or
 - (vi) the School's internal complaints and appeals process is completed and results in a decision supporting the School and:
 - e. the Parent or Guardian does not access the external complaints and appeals process within 10 working days or earlier notifies the School of a decision not to do so;
 - f. the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - g. the external complaints and appeals process is completed and results in a decision supporting the School, the School will notify the ESOS Agency via PRISMS of the overseas student not having achieved satisfactory course attendance.
- (p) The School may only decide not to report an overseas student to the ESOS Agency via PRISMS for breaching the attendance requirements where:
- (iii) the overseas student produces documentary evidence clearly demonstrating that Compassionate or Compelling Circumstances apply; and
 - (iv) the School confirms that the overseas student is attending at least 70% of the scheduled course contact hours.

DEFERMENT, SUSPENSION AND CANCELLATION POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Compassionate and Compelling Circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing, and may include but are not limited to:

- i. illness or injury, which is supported by a medical certificate stating the overseas student was unable to attend classes;
- ii. bereavement of a close family member such as a parent, sibling or grandparent (where required by the School, a death certificate should be provided);
- iii. major political upheaval or natural disaster in the overseas student's home country requiring emergency travel that has impacted or is likely to impact on the overseas student's studies; or
- iv. a traumatic experience which has impacted on the overseas student (supported by police or a psychologist's report where required by the School).

Extenuating Circumstances may include but are not limited to:

- v. the overseas student fails to comply with welfare and accommodation arrangements approved by the School (for students under 18 years of age);
- vi. the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new living arrangements;
- vii. the overseas student is missing;
- viii. the overseas student has medical concerns or severe depression or psychological issues which has led the School to fear for the overseas student's wellbeing;
- ix. the overseas student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the overseas student or others;
- x. the overseas student is at risk of committing a criminal offence;
- xi. the overseas student is the subject of an investigation relating to criminal matters; or
- xii. any other circumstance the School regards as serious which relates to the welfare of the overseas student.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the Education Services for Overseas Students Act 2000 (Cth).

CoE - is the 'Confirmation of Enrolment' - The CoE provides evidence of a student's enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). This evidence is required before Home Affairs will issue a student visa. The CoE contains information about the Provider, agent (if involved), course and duration of study in which the student has enrolled.

Deferment of enrolment - to defer or suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, PRISMS of the deferment of enrolment. A student may request a temporary deferment to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student's enrolment due to misbehaviour of the student.

Exclusion from class – when a student is not allowed to attend classes for a period of time but may access learning material offline.

Suspension from attending school - when a student is removed from school or class for a period of time. After a suspension, they will return to school or class. When considering suspending a student, the Principal must take into account the disruption to your child's learning, their disability, home circumstances, educational needs.

Suspension of enrolment - To suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, through PRISMS of the suspension of enrolment. A student may request a temporary suspension to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student's enrolment due to misbehaviour of the student. It is important to note the meanings of the terms for this context – suspension of enrolment is not necessarily due to misbehaviour – suspension of enrolment may also be initiated by the student.

PRISMS - The Provider Registration and International Student Management System (PRISMS) is the system used to process information given to the Secretary of DEST by registered providers.

Cancellation of enrolment - The provider notifies the Department of Education through PRISMS that it wishes to permanently cancel (terminate) the student's enrolment. Once this process is complete, the student's CoE status will be listed as 'cancelled'.

STUDENT REQUESTED DEFERMENT OR SUSPENSION OF ENROLMENT

- (g) If the Parents or Guardians seek to defer the commencement of enrolment, or suspend enrolment for the overseas student, an application should be made to the School in writing. A pro-forma application for deferment of commencement or suspension of enrolment is available in the School's handbook for overseas students.
- (h) The School will only approve a deferment or suspension of enrolment where, in the School's view, Compassionate and Compelling Circumstances exist justifying the deferment or suspension.
- (i) Applications will be assessed on merit by the Deputy Headmaster – Students. This may include a consideration of:
 - (iv) whether Compassionate and Compelling Circumstances exist;
 - (v) the written application requesting the deferment or suspension, or other documents or evidence provided by the overseas student or his Parent or Guardian; and/or
 - (vi) any other matter the Deputy Headmaster – Students considers relevant to the decision.
- (j) All applications for deferment or suspension will be considered by the Deputy Headmaster – Students within ten (10) working days of receipt.
- (k) The School will keep on the overseas student's file documentary evidence of the assessment of the application for deferment or suspension, and a record of the Deputy Headmaster – Student's decision to approve or reject the application.
- (l) Any period of approved suspension will not be included in attendance calculations for the purpose of the School's Course Progress and Attendance Policy for Overseas Students.

STUDENT INITIATED CANCELLATION OF ENROLMENT

If the Parents or Guardians cancel the enrolment of the overseas student, they must provide written notice to the School as set out in the Student Enrolment Agreement.

SCHOOL INITIATED DEFERMENT OR SUSPENSION FROM ENROLMENT

- (h) The School may initiate a deferment or suspension of enrolment for an overseas student on the following grounds:
 - (iii) misbehaviour by the overseas student; or
 - (iv) Compassionate or Compelling Circumstances.

- (i) The School will assess whether deferment or suspension of an overseas student is appropriate by having regard to:
 - (iv) whether Compassionate and Compelling Circumstances exist;
 - (v) the overseas student's behaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students; or
 - (vi) any other matter the School considers relevant to the decision.
- (j) Where the School initiates the suspension of an overseas student, the overseas student must abide by the conditions of his suspension from enrolment, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster - Students.
- (k) Where a decision is made by the School to suspend an overseas student for 28 days or less, the overseas student must continue to meet the academic requirements of the course.
- (l) Where a decision is made by the School to suspend an overseas student for more than 28 days, the overseas student is required to return to his home country unless the School determines that special circumstances exist (e.g. the overseas student is medically unfit to travel).
- (m) If the School determines special circumstances exist that require the overseas student to remain in Australia for the duration of the suspension, the overseas student must abide by the conditions of his suspension, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster – Students.
- (n) Any period of suspension will not be included in attendance calculations for the purpose of the School's Course Progress and Attendance Policy for Overseas Students.

SCHOOL INITIATED CANCELLATION OF ENROLMENT

The School may cancel the enrolment of an overseas student in the following circumstances:

- (f) the Parents or Guardians fail to pay course fees when due and owing or otherwise do not comply with the terms of the letter confirming the overseas student's offer of placement at the School;
- (g) the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new arrangements;
- (h) the overseas student fails to comply with the welfare and accommodation arrangements approved by the School;
- (i) the overseas student engages in misbehaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students, including without limitation:
 - (viii) failing to behave in a manner which enhances the overseas student's reputation and the reputation of the School;
 - (ix) failing to follow the rules and expectations as outlined in the School Handbook;
 - (x) disrespecting the School's teachers or other staff members;
 - (xi) causing harm to others;
 - (xii) interfering with the property of others;
 - (xiii) bringing the School into disrepute; or
 - (xiv) being involved with drugs (including cigarettes and alcohol); or
- (j) the overseas student fails to maintain satisfactory course progress or satisfactory attendance which results in the School notifying the Department of Education and Training via PRISMS. Refer to the School's Course Progress and Attendance Policy for Overseas Students.

DECISION OF THE SCHOOL TO DEFER, SUSPEND OR CANCEL ENROLMENT

- (c) Where the School intends to suspend or cancel the enrolment of an overseas student, the School will notify the overseas student, through the Parents or Guardians:
 - (iv) of the School's intention to defer, suspend or cancel the overseas student's enrolment;

- (v) of the ability to access the School's internal complaints and appeals process under the Complaints and Appeals Policy for Overseas Students within 20 working days;
- (vi) that deferment, suspension or cancellation of enrolment can affect the overseas student's visa, and the Parents or Guardians should contact the Department of Home Affairs (DHA) for advice.
- (d) The School will keep on an overseas student's file documentary evidence of the assessment of the School's decision to defer, suspend or cancel the enrolment of the overseas student.

COMPLAINTS AND APPEALS

- (e) School initiated deferment or suspension from enrolment or cancellation of enrolment is subject to the School's internal complaints and appeals process under the School's Complaints and Appeals Policy for Overseas Students.
- (f) If the Parents or Guardians access the School's internal complaints and appeals process in relation to a School initiated deferment, suspension or cancellation, the deferment, suspension or cancellation of the overseas student's enrolment will not take effect until the internal complaints and appeals process is completed, unless Extenuating Circumstances exist. The Deputy Headmaster – Students will determine if participation will be in class or under a supervised arrangement outside of classes.
- (g) The final determination of whether Extenuating Circumstances exist is at the Headmaster's sole discretion.
- (h) In the case of a School initiated deferment, suspension or cancellation of enrolment:
 - (iii) The Parents or Guardians may also lodge an external complaint or appeal to the Overseas Student Ombudsman, which must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal Formal Complaint or Appeal; however
 - (iv) The School is not required to await the outcome of an external appeals process before notifying DET through PRISMS of a decision to defer or suspend the enrolment due to misbehaviour, or to cancel the enrolment.

CONSEQUENCES OF DEFERMENT, SUSPENSION OR CANCELLATION

- (d) Any deferment, suspension or cancellation of enrolment (whether by the School or on behalf of the student) may have an effect on an overseas student's visa. Parents and Guardians should contact DHA for advice should there be a change to the student's enrolment status.
- (e) The School is required to notify the Department of Education and Training via PRISMS if:
 - (iv) the overseas student's enrolment is deferred, including the proposed duration of the deferment and any changes to the proposed date of the deferment of enrolment;
 - (v) the overseas student's enrolment is suspended, including the proposed duration of the suspension and any changes to the proposed end date of the suspension; and
 - (vi) the overseas student's enrolment is cancelled (whether the cancellation is a result of action by the student or the School or otherwise).
- (f) The School's Accommodation Policy sets out the accommodation, support and welfare requirements for overseas students, including in the event of suspension or cancellation of enrolment.

REFUNDS

The School's Refund Policy for overseas students sets out the School's policy about refunding fees in the event of cancellation of enrolment, including the amounts which may be refunded and the processes for providing a refund.

COMPLAINTS AND APPEALS POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) (as amended or replaced from time to time).

ESOS Framework means the regulatory requirements for education and training institutions offering courses to international students in Australia on a student visa, including the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System. Registered Provider has the meaning under the ESOS Act.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

PURPOSE

- (a) The purpose of Brisbane Grammar School's Complaints and Appeals Policy is to provide a student or parent(s)/legal guardian with the opportunity to access procedures to facilitate the resolution of a dispute or complaint involving Brisbane Grammar School, or an education agent or third party engaged by Brisbane Grammar School to deliver a service on behalf of the School.
- (b) The internal complaints and appeals processes are conciliatory and non-legal.

COMPLAINTS AGAINST OTHER STUDENTS

Grievances brought by a student against another student will be dealt with under the school's Behaviour Policy/Code of Conduct.

INFORMAL COMPLAINTS RESOLUTION

- (a) In the first instance, Brisbane Grammar School requests there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint.
- (b) Students should contact the Head of Year in the first instance to attempt mediation/informal resolution of the complaint.
- (c) If the matter cannot be resolved through mediation, the matter will be referred to the Deputy Headmaster and Brisbane Grammar School's internal formal complaints and appeals handling procedure will be followed.

FORMAL INTERNAL COMPLAINTS HANDLING & APPEALS PROCESS

- (a) The process of this grievance procedure is confidential, and any complaints or appeals are a matter between the parties concerned and those directly involved in the complaints handling process.

- (b) The student must notify the school in writing of the nature and details of the complaint or appeal.
- (c) Written complaints or appeals are to be lodged with the Deputy Headmaster.
- (d) Where the internal complaints and appeals process is being accessed because the student has received notice by the school that the school intends to report him/her for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the student has 20 working days from the date of receipt of notification in which to lodge a written appeal.
- (e) Complaints and appeals processes are available to students at no cost.
- (f) Each complainant has the opportunity to present his case to the Deputy Headmaster.
- (g) Students may be accompanied and assisted by a support person at all relevant meetings.
- (h) The formal internal complaints and appeals process will commence within 10 working days of lodgement of the complaint or appeal with the Deputy Headmaster and will be finalised within 10 days, or as soon as practicable.
- (i) For the duration of the internal complaints and appeals process the student's enrolment will be maintained, as required under the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and the student must continue to attend classes. However, if the Deputy Headmaster deems that the student's health or well-being, or the well-being of others is at risk he may decide to suspend or cancel the student's enrolment before the complaints and appeals process has been accessed or fully completed. In such cases, the student may still lodge a complaint or appeal, even if the student is offshore.
- (j) Once the Deputy Headmaster has come to a decision regarding the complaint or appeal, the student will be informed in writing of the outcome and the reasons for the outcome, and a copy will be retained on the student's file.
- (k) If the complaints and appeals procedure finds in favour of the student, Brisbane Grammar School will immediately implement the decision and any corrective and preventative action required and advise the student of the outcome and action taken.
- (l) Where the outcome of a complaint or appeal is not in the student's favour, the school will advise the student within 10 working days of concluding the internal review of the student's right to access the external appeals process. However, the school is only obliged to await the outcome of an external appeal if the matter relates to a breach of course progress or attendance requirements. For all other issues, the school may take action (including making changes to the student's enrolment status in PRISMS) in accordance with the outcome of the internal appeal.

EXTERNAL APPEALS PROCESS

- (a) If the student is dissatisfied with the conduct or result of the internal complaints and appeals procedure, he may contact and / or seek redress through the Overseas Students Ombudsman at no cost. Please see: <http://www.ombudsman.gov.au/How-we-can-help/overseas-students> or phone 1300 362 072 for more information.
- (b) If the student wishes to appeal a decision made by Brisbane Grammar School that relates to being reported for a breach of course progress or attendance requirement (under Standard 8), the student must lodge this appeal with the Overseas Student Ombudsman's office within 10 working days of being notified of the outcome of his internal appeal.
- (c) If the student wishes to appeal a decision made by Brisbane Grammar School that relates to:
 - i. refusal to approve a transfer application (under Standard 7), or
 - ii. suspension or cancellation of the student's enrolment (under Standard 9) any choice to lodge an external appeal with the Overseas Student Ombudsman is at the student's discretion. The school need not await the outcome of any external appeal lodged, before implementing the outcome of the internal appeal.

OTHER LEGAL REDRESS

Nothing in the School's Complaints and Appeals Policy negates the right of an overseas student to pursue other legal remedies.

OUTCOME OF PROCESS

If the internal or any external complaint or appeal process results in a decision that supports the overseas student, the School will immediately:

- (a) implement any decisions and/or corrective and preventative action required; and
- (b) advise the Parent or Guardian of the outcome.

STUDENT TRANSFER REQUEST POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

OVERVIEW

1. Under the ESOS National Code 2018, Registered Providers cannot enrol overseas students seeking to transfer from another Registered Provider before that overseas student has completed six (6) months of their principal course of study, except in some circumstances. This applies to transfers of overseas students to and from the School, from or to another school in Australia which is a Registered Provider.
2. If an overseas student has completed six (6) months of their principal course of study with the School, the overseas student may transfer to another school (which is a Registered Provider) without the School's permission. However, if the overseas student has not completed six (6) months of their principal course of study, the overseas student requires a letter of release to enable the overseas student to transfer to another school that is a Registered Provider.
3. In this policy, "six (6) months" means six calendar months from the date the student starts the course, not including any period of deferment or suspension.

TRANSFER OF AN OVERSEAS STUDENT TO ANOTHER SCHOOL BEFORE SIX (6) MONTHS

- (a) Overseas students are restricted from transferring from their first registered school sector course of study for a period of six months. This restriction also applies to any course(s) packaged with their first registered school sector course of study. Exceptions to this restriction are:
 - i. If the student's course or school becomes unregistered
 - ii. The school has a government sanction imposed on its registration
 - iii. A government sponsor (if applicable) considers a transfer to be in the student's best interests
 - iv. If the student is granted a release in PRISMS.
- (b) Students can apply to be released by submitting a Student Transfer Request Application at no charge to enable them to transfer to another education provider. However, if a student has not completed the first six months of the first registered school sector course of study or is under 18 years of age, conditions apply.

- (c) Brisbane Grammar School will only release a student before completing the first six months of their first registered school sector course in the following circumstances:
- i. The student has changed welfare and accommodation arrangements and is no longer within a reasonable travelling time of the school.
 - ii. The student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with Brisbane Grammar School 's intervention strategy to assist them in accordance with Standard 8 (Overseas student visa requirements).
 - iii. The student provides evidence of compassionate or compelling circumstances.
 - iv. Brisbane Grammar School fails to deliver the course as outlined in the written agreement.
 - v. The student provides evidence that their reasonable expectations about their current course are not being met.
 - vi. The student provides evidence that he was misled by Brisbane Grammar School or an education or migration agent regarding Brisbane Grammar School or its course and the course is therefore unsuitable to his/her needs and/or study objectives.
 - vii. An appeal (internal or external) on another matter results in a decision or recommendation to release the student.
 - viii. Any other reason stated in the policies of Brisbane Grammar School.
- (d) Students under 18 years of age MUST also have:
- i. Written evidence that the student's parent(s)/legal guardian supports the transfer application
 - ii. Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative.
- (e) Brisbane Grammar School will NOT agree to the transfer before the student completes the first six months of their first registered school sector course in the following circumstances:
- i. The student's progress is likely to be academically disadvantaged
 - ii. Brisbane Grammar School is concerned that the student's application to transfer is a consequence of the adverse influence of another party
 - iii. The student has not had sufficient time to settle into a new environment in order to make an informed decision about transfer
 - iv. The student has not accessed school support services which may assist with making adjustments to a new environment, including academic and personal counselling services
 - v. School fees have not been paid for the current term/semester.
- (f) To apply for transfer to another provider, students need to:
- i. Complete an Application for Student Transfer Form.
 - ii. Give this completed application form and a valid offer of enrolment from another provider for assessment.
 - iii. If under 18 years of age, attach written confirmation of the parent/s or legal guardian/s support for the transfer to the nominated provider.

In this case, the valid offer of enrolment must also confirm the new provider's acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from Brisbane Grammar School, in accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.

- (g) Brisbane Grammar School will assess the student's transfer request application and notify the student of a decision within 10 working days.

- (h) If Brisbane Grammar School grants the student's transfer request, the student will be notified, and the decision will be reported to the Department of Home Affairs (Immigration) via PRISMS.
- (i) If Brisbane Grammar School intends to refuse the student's transfer application request, Brisbane Grammar School will provide the student with reasons for refusal in writing and include a copy of Brisbane Grammar School's complaints and appeals policy. The student has the right to access Brisbane Grammar School's complaints and appeals process and has 20 working days to do this. The student's transfer request application will only be finalised in PRISMS after one of the following occurs:
 - i. the student confirms in writing they choose not to access Brisbane Grammar School's complaints and appeals process, or
 - ii. the student confirms in writing they withdraw from any appeals process they have commenced, or
 - iii. the appeals process is completed, and a decision has been made in favour of the student or Brisbane Grammar School.
- (j) Applications to transfer to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

STUDENTS WHO ARE NO LONGER SUBJECT TO THE TRANSFER RESTRICTION WHERE BGS HOLDS WELFARE RESPONSIBILITY VIA A CAAW

- (k) Students under 18 years of age MUST have:
 - i. Written evidence that the student's parent(s)/legal guardian supports the transfer application
 - ii. Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative.
- (l) To apply for transfer to another provider, students need to:
 - i. Complete an Application for Student Transfer Form.
 - ii. Give this completed application form and a valid offer of enrolment from another provider to the Deputy Headmaster for assessment and response within 10 working days.
 - iii. If under 18 years of age, attach written confirmation of support for the transfer to the nominated provider by a parent/s or legal guardian/s.

In this case, the valid offer of enrolment must confirm acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from Brisbane Grammar School in accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.

- (m) Brisbane Grammar School will negotiate the welfare transfer date with the receiving provider and will advise the student of the welfare transfer date within 10 working days.

Transfers to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

REFUND POLICY FOR OVERSEAS STUDENTS

PURPOSE

This policy applies to an overseas student whether within or outside Australia who has applied for or obtained a student visa and who is enrolled with the School, regardless of the status of the visa application, and his Parent or Guardian.

This policy sets out the School's policy about refunding fees, including the amounts which may be refunded and the processes for providing a refund.

A copy of this policy will be provided to the Parent or Guardian of an overseas student prior to them entering into any agreement with the School or making any payment in relation to a registered course. This policy forms part of the agreement between the Parent or Guardian and the School in respect of the overseas student's enrolment.

DEFINITIONS

Agreed Starting Day means the day on which the Course was scheduled to start or a later day agreed between the School and the Parent or Guardian.

Course means the course the School is providing (or offering to provide) to the student as set out in the letter confirming the overseas student's offer of placement at the School.

Default Day means:

- (a) the Agreed Starting Day;
- (b) the day on which the Course ceased to be provided;
- (c) the day on which the student withdraws; or
- (d) the day on which the School refuses to provide the Course to the student.

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

Non-tuition Fees means those fees other than Tuition Fees listed as non-tuition fees in the letter confirming the overseas student's offer of placement at the School.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the ESOS Act.

Tuition Fees means any fees received by the School, directly or indirectly, from the Parent or Guardian that are directly related to the provision of a Course that the School is providing (or offering to provide) to the student.

REFUNDS

The enrolment application fee is not refundable in any circumstances.

1. Where the School defaults

If either:

- (a) the School does not start to provide the Course for the student by the Agreed Starting Date; or
- (b) the Course ceases to be provided to the student at any time after the Course starts, but before it is completed (including where the Course is not provided by the School due to a sanction under the ESOS Act),

and the student has not withdrawn from the Course by the Agreed Starting Date, then the School will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**School Default**).

In the case of School Default, the following applies in relation to refunds:

(a) Tuition Fees

Any unspent Tuition Fees paid before the Default Day, that is, any tuition for which the Parent or Guardian has paid but which has not yet been delivered by the School to the student, will be refunded.

The School will calculate the amount to be refunded in accordance with the Education Services for Overseas Students (Calculation of Refund Specification) 2014. Currently the Specification provides for a proportionate refund based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate.

(b) Non-tuition Fees

Non-tuition Fees will not be refunded in the event of School Default.

Any contrary decision to refund Non-tuition Fees in the event of School Default is at the Headmaster's absolute discretion and will be made on a case by case basis. The Parent or Guardian does not have a right to a refund in any case.

2. Where the student defaults

If the student is unable to start the Course on the Agreed Start Date or seeks to withdraw from the Course at any time, the Parent or Guardian must notify the School's Registrar of this in writing and provide the reason for the student's inability to start or withdrawal from the Course.

If the Course starts by the Agreed Starting Date but:

- (a) the student does not start the Course on that day and has not previously withdrawn from the Course; or
- (b) the student withdraws from the Course (either before or after the Agreed Starting Day); or
- (c) the School refuses to provide (or to continue to provide) the Course to the student because:
 - (i) the student or the student's Parent or Guardian has failed to pay an amount the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course;
 - (ii) the student has breached a condition of his visa; or
 - (iii) of misbehaviour by the student (for example, a breach of the School's Code of Expectations and Behaviour for Students),

then the student will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**Student Default**).

In the case of Student Default, the following applies in relation to refunds:

(a) Tuition Fees

Subject to the exception in section 2(c) below, Tuition Fees will not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(b) Non-tuition Fees

Subject to the exception in 2(c) below, Non-tuition Fees will also not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(c) Exception to section 2(a) and (b) – Student Default due to visa refusal

In the event that:

- (a) a student has been refused a student visa (the Parent or Guardian must produce evidence to the School that the application has been refused by the Australian immigration authorities); and
- (b) the refusal of the student visa was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the Course:
 - (i) the student's failure to start the Course on the Agreed Starting Day;
 - (ii) the student's withdrawal from the Course; or
 - (iii) the Parent or Guardian's failure to pay an amount that the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course,

then the School will provide a refund calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

Currently the Specification provides for:

- (a) where the student fails to start the Course or withdraws from the Course on or before the Agreed Starting Day, a full refund minus the lesser of: (a) A\$500.00; or (b) 5% of the total amount of Tuition Fees and Non-Tuition Fees that the School received from the Parent or Guardian for the Course before the Default Day; or
- (b) otherwise, a proportionate refund of Tuition Fees only based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate. Non-tuition fees will not be refunded.

3. Change to visa status

Where a student continues to have a visa, but the visa status changes (e.g. he becomes a permanent resident), this does not amount to Student Default, and the Parent or Guardian is not entitled to any refund of Tuition Fees or Non-tuition Fees. In this circumstance, all fees owing for the student for the remainder of that School year must be paid in accordance with the letter confirming the overseas student's offer of placement at the School.

PROCESS AND TIMEFRAMES FOR REFUNDS

Subject to the above, the following process and timeframes apply in relation to refunds:

1. Refunds by reason of School Default

The School will automatically provide the refund within 14 days after the Default Day.

2. Refund by reason of the exception – Student Default due to visa refusal

The School will automatically provide the refund within four weeks after the Default Day.

3. Arrangements

All refunds owed by the School in accordance with this policy will be:

- (a) paid directly to the Parent or Guardian, unless that person directs the School, in writing, to pay the refund to someone else; and
- (b) paid in Australian dollars (AUD\$)

Note: This policy and the availability of complaints and appeals processes do not remove the right of the student or Parent or Guardian to take action under Australia's consumer protection laws.

ACCOMMODATION POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School), who is a Registered Provider.

ACCOMMODATION, SUPPORT AND GENERAL WELFARE ARRANGEMENTS

The School requires all overseas students to live in Harlin House (the School's boarding house) which the School has determined provides suitable accommodation to protect the personal safety and social well-being of overseas students. This is unless the overseas student is to live with one or both of his Parents or Guardians who reside permanently in Brisbane. To clarify, references to a Parent or Guardian in this policy relate only to the legal parent or guardian of an overseas student. The School will not approve an overseas student to live with a person within Australia who is not the student's legal parent or guardian. If the overseas student or Parent or Guardian terminates the overseas student's living arrangements at Harlin House without approval of the School, this may be grounds for cancellation of enrolment. In addition, the School must notify the Department of Home Affairs (DHA) if the living arrangements of the overseas student change or if the School no longer approves the overseas student's accommodation arrangements. This may result in the overseas student's visa being cancelled. By enrolling the overseas student as a boarder to reside at Harlin House, the Parent or Guardian agrees to the requirements outlined in this policy. The School only provides the required Confirmation of Appropriate Accommodation and Welfare (CAAW) letter to Department of Home Affairs (DHA) for the overseas student to apply for his visa on this basis.

ARRANGEMENTS DURING SCHOOL HOLIDAY PERIODS

Semester and term dates for the overseas student's first year of enrolment will be provided to the Parent or Guardian in the letter confirming the overseas student's offer of placement at the School. Semester and term dates for each subsequent year will be published on the School's website and intranet by July for the following calendar year and will be provided in the Boarders' Handbook which is issued in December each year. All periods between each semester and term are considered school holiday periods. Harlin House opens one day prior to the commencement of each school term and closes on the last day of school each term. The Parent or Guardian is responsible for arranging in advance the overseas student's travel and accommodation during all school holidays. The School's preference is for an overseas student to return home to his Parent or Guardian for the duration of the school holidays. The Parent or Guardian must notify the School in writing of the arrangements made for the overseas student for each school holiday period by completing, signing and submitting in advance an Overseas Boarding Student's Vacation Leave Form and any requested supporting documentation for each requested period of holiday leave. If the overseas student will not be returning home to the Parent or Guardian for the holiday, the Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the holiday period, as detailed below.

REQUESTS FOR WEEKEND LEAVE

For an overseas student to have a period of absence from Harlin House over a weekend during a term, the Parent or Guardian must first seek approval for the absence from the School. The Parent or Guardian will be responsible for making the proposed arrangements for the weekend leave. The Parent or Guardian must notify the School in writing of the proposed arrangements made for the overseas student by completing, signing and submitting in advance an Overseas Boarding Students - Weekend Leave Form and any requested supporting documentation for each requested period of weekend leave. The Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the requested leave period, as detailed below.

APPROVAL OF OTHER ARRANGEMENTS

As detailed above, where the Parent or Guardian wishes the overseas student to stay in accommodation other than with them or in Harlin House (for example, over the course of any weekend or holiday period), the Parent or Guardian must provide the required forms and supporting documents to first obtain the School's approval. Where such approval is sought, in assessing the suitability of the proposed travel, accommodation, support and general welfare arrangements for the overseas student, the School may consider:

- (i) whether the Parents or Guardians have taken steps to arrange suitable care, accommodation and travel for the overseas student;
- (j) whether the Parents or Guardians have taken all necessary steps to confirm the care, accommodation and travel arrangements made are suitable for the overseas student;
- (k) whether the Parents or Guardians have taken all necessary steps to confirm there is a responsible person providing care and accommodation to the overseas student who is least 21 years of age and of good character; and
- (l) whether the School has been advised of all details of the care, accommodation and travel arrangements made for the overseas student, including the contact details of the responsible person and copies of current Blue Cards where necessary.

In satisfying itself as to the suitability of a proposed arrangement for an overseas student, the School relies on the judgment of the Parent or Guardian and the warranties and indemnities given by the Parent or Guardian in relation to the proposed arrangements by way of the relevant School forms.

YEAR 12 STUDENTS – SCHOOLIES WEEK

The School will not give permission for any overseas student to attend Schoolies week in any circumstances. If the School becomes aware that an overseas student attends Schoolies, the School will notify DHA. This may result in the overseas student's visa being cancelled.

ARRANGEMENTS FOLLOWING SUSPENSION OR CANCELLATION OF ENROLMENT

The rights and obligations outlined in this policy will continue to apply during any period of suspension of an overseas student from the School. In the event of cancellation of enrolment of an overseas student, the rights and obligations outlined in this policy will continue to apply until (whichever occurs first):

- (i) the overseas student is accepted as a student by another school which is a Registered Provider and that school takes over responsibility for approving the overseas student's accommodation, support and general welfare arrangements;
- (j) the overseas student leaves Australia;
- (k) other suitable arrangements are made that comply with the Migration Regulation 1994 (Cth); or
- (l) the School advises DHA that the School can no longer approve of the arrangements for the overseas student.

COURSE PROGRESS AND ATTENDANCE POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Compassionate or Compelling Circumstances means circumstances beyond the control of the overseas student, supported by documentary evidence if required by the School, that impact on the overseas student's progress through the course, which may include but are not limited to:

- (o) illness or injury, accompanied by a medical certificate where required by the School that states the overseas student is unable to attend classes;
- (p) bereavement of a close family member such as a parent, sibling or grandparent;
- (q) major political upheaval or natural disaster in the overseas student's home country requiring the overseas student's emergency travel;
- (r) a traumatic experience which has impacted on the overseas student, supported by police or psychologists' reports where required by the School;
- (s) where the School is unable to offer a pre-requisite unit;
- (t) inability to begin studying on the course commencement date due to delay in receiving a student visa; or
- (u) any other circumstances deemed to be compassionate or compelling circumstances as determined by the School.

Expected Duration means the length of time the School expects it takes to complete the course studying full-time, which is contained in the overseas student's confirmation of enrolment letter.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the *Education Services for Overseas Students Act 2000* (Cth) as amended or replaced from time to time.

COURSE PROGRESS

Method of assessing course progress

- (i) Overseas students are required to achieve satisfactory course progress in each semester of enrolment.
- (j) To achieve satisfactory course progress a student in Years 5 – 8 is required to provide their best academic effort and complete their course work to a standard which is adequate for them to progress to the next level. For years 5-8, *best academic effort* is achieving the comment "developing regular practice" or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.
- (k) To achieve satisfactory course progress, an overseas student in Year 9 – 12 is required to attain as a minimum a grade of Sound Achievement in at least five (5) subjects per semester, with such grade to be determined by the School through its usual practices and procedures for the grading of students. The student must also provide their best academic effort. For years 9-12, *best academic effort* is achieving the comment "developing regular practice" or better in each of the six reportable areas of organisation; attitude to subject; effort; behaviour; homework and participation in class.
- (l) The course progress of all overseas students will be assessed by the School at the end of each semester.

Intervention strategy

The School's strategy for identifying and assisting students at risk of not meeting course progress requirements includes, but is not limited to, the following processes and procedures (Intervention Strategy):

- (g) the School will identify overseas students who are at risk of not meeting the course progress requirements by reviewing all overseas students' course progress at the end of each semester;
- (h) the School will contact identified students and provide counselling to determine the reasons for the overseas student's current level of academic progress;
- (i) the Head of Year will meet with the identified overseas student to develop strategies to assist the student to achieve satisfactory course progress (Individual Strategy). Each Individual Strategy will be developed on a case by case basis depending on the specific needs of the overseas student.

Unless implemented earlier by the School, the Intervention Strategy will be activated where an overseas student does not achieve (as a minimum) a grade of Sound Achievement in at least half of the subjects being studied by the overseas student in a semester.

Failure to meet satisfactory course progress

If, after an Intervention Strategy has been implemented and run its course, the School determines that an overseas student has failed to meet satisfactory course progress, the School will notify the overseas student, through his Parent or Guardian, in writing that:

- (g) the School intends to report the student for not achieving satisfactory course progress; and
- (h) the Parent or Guardian has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.

If a Parent or Guardian wishes to lodge an external complaint about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.

Where:

- (g) the Parent or Guardian does not access the complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (h) the Parent or Guardian accesses the complaints and appeals process within 20 working days but later withdraws from the process; or
- (i) the internal complaints and appeals process is completed and results in a decision supporting the School and:
 - (vii) the Parent or Guardian does not access the external complaints and appeals process within 10 working days, or earlier notifies the School of a decision not to do so;
 - (viii) the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - (ix) the external complaints and appeals process is completed and results in a decision supporting the School,

the School will notify the Department of Education and Training (DET) via PRISMS of the overseas student not having achieved satisfactory course progress.

COMPLETION WITHIN EXPECTED DURATION OF STUDY

- (g) The School will monitor the course progress of each overseas student to ensure that at all times the overseas student is in a position to complete the course within the Expected Duration by periodically reviewing course progress records.
- (h) The School may only extend the duration of the overseas student's study where it is clear the overseas student will not complete their course within the Expected Duration due to:

- (vii) Compassionate or Compelling Circumstances;
 - (viii) the implementation of the Intervention Strategy; or
 - (ix) the School having initiated or approved a deferment or suspension of study under the School's *Deferment, Suspension and Cancellation Policy for Overseas Students*.
- (i) Where there is a variation in the study load of an overseas student that may affect the overseas student's ability to complete the course within the Expected Duration, the School will record the variation and reasons for the variation on the overseas student's file. Where the variation means the overseas student will not complete the course within the Expected Duration and requires an extension, the School will report this to DET via PRISMS and/or issue a new confirmation of enrolment.

COURSE ATTENDANCE

- (q) To achieve satisfactory course attendance, all overseas students must attend 85% of scheduled course contact hours each semester, unless attendance is inhibited by Compassionate or Compelling Circumstances.
- (r) The School will assess satisfactory attendance of an overseas student by reviewing attendance records on a regular basis.
- (s) Student attendance and absenteeism is:
 - (vii) checked on each School day by way of roll-call in each class;
 - (viii) recorded electronically; and
 - (ix) monitored and assessed by the School Marshall over the semester.
- (t) Late arrival will be recorded as a part-day and may be included in the assessment of attendance.
- (u) The School will contact an overseas student to discuss attendance requirements and offer any necessary support where a student has been absent without approval for more than five consecutive days or where the School determines the overseas student is at risk of not attending 85% of the scheduled course hours for the semester. The School will contact the student's Parent or Guardian and take appropriate action which may include the student meeting with one or more of the Head of Year, Deputy Headmaster – Students or a member of the School's counselling staff. The School will document steps taken to address attendance.
- (v) If the School assesses that an overseas student has not achieved satisfactory attendance, the School will notify the Parent or Guardian in writing:
 - (v) of the School's intention to report the overseas student for not achieving satisfactory attendance; and
 - (vi) that he or she has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (w) If a Parent or Guardian wishes to lodge an external complaint or appeal about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.

Where:

- (vii) the overseas student or Parent or Guardian does not access the School's internal complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (viii) the School's internal complaints and appeals process is accessed within 20 working days, but the complaint or appeal is later withdrawn; or
- (ix) the School's internal complaints and appeals process is completed and results in a decision supporting the School and:
 - h. the Parent or Guardian does not access the external complaints and appeals process within 10 working days or earlier notifies the School of a decision not to do so;

- i. the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
- j. the external complaints and appeals process is completed and results in a decision supporting the School,

the School will notify the Department of Education and Training (DET) via PRISMS of the overseas student not having achieved satisfactory course attendance.

- (x) The School may only decide not to report an overseas student to DET via PRISMS for breaching the attendance requirements where:
 - (v) the overseas student produces documentary evidence clearly demonstrating that Compassionate or Compelling Circumstances apply; and
 - (vi) the School confirms that the overseas student is attending at least 70% of the scheduled course contact hours.

DEFERMENT, SUSPENSION AND CANCELLATION POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Compassionate and Compelling Circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing, and may include but are not limited to:

- i. illness or injury, which is supported by a medical certificate stating the overseas student was unable to attend classes;
- ii. bereavement of a close family member such as a parent, sibling or grandparent (where required by the School, a death certificate should be provided);
- iii. major political upheaval or natural disaster in the overseas student's home country requiring emergency travel that has impacted or is likely to impact on the overseas student's studies; or
- iv. a traumatic experience which has impacted on the overseas student (supported by police or a psychologist's report where required by the School).

Extenuating Circumstances may include but are not limited to:

- v. the overseas student fails to comply with welfare and accommodation arrangements approved by the School (for students under 18 years of age);
- vi. the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new living arrangements;
- vii. the overseas student is missing;
- viii. the overseas student has medical concerns or severe depression or psychological issues which has led the School to fear for the overseas student's wellbeing;
- ix. the overseas student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the overseas student or others;
- x. the overseas student is at risk of committing a criminal offence;
- xi. the overseas student is the subject of an investigation relating to criminal matters; or
- xii. any other circumstance the School regards as serious which relates to the welfare of the overseas student.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the Education Services for Overseas Students Act 2000 (Cth).

STUDENT REQUESTED DEFERMENT OR SUSPENSION OF ENROLMENT

- (m) If the Parents or Guardians seek to defer the commencement of enrolment, or suspend enrolment for the overseas student, an application should be made to the School in writing. A pro-forma application for deferment of commencement or suspension of enrolment is available in the School's handbook for overseas students.
- (n) The School will only approve a deferment or suspension of enrolment where, in the School's view, Compassionate and Compelling Circumstances exist justifying the deferment or suspension.
- (o) Applications will be assessed on merit by the Deputy Headmaster – Students. This may include a consideration of:
 - (vii) whether Compassionate and Compelling Circumstances exist;

- (viii) the written application requesting the deferment or suspension, or other documents or evidence provided by the overseas student or his Parent or Guardian; and/or
- (ix) any other matter the Deputy Headmaster – Students considers relevant to the decision.
- (p) All applications for deferment or suspension will be considered by the Deputy Headmaster – Students within ten (10) working days of receipt.
- (q) The School will keep on the overseas student’s file documentary evidence of the assessment of the application for deferment or suspension, and a record of the Deputy Headmaster – Student’s decision to approve or reject the application.
- (r) Any period of approved suspension will not be included in attendance calculations for the purpose of the School’s Course Progress and Attendance Policy for Overseas Students.

STUDENT INITIATED CANCELLATION OF ENROLMENT

If the Parents or Guardians cancel the enrolment of the overseas student, they must provide written notice to the School as set out in the Student Enrolment Agreement.

SCHOOL INITIATED DEFERMENT OR SUSPENSION FROM ENROLMENT

- (o) The School may initiate a deferment or suspension of enrolment for an overseas student on the following grounds:
 - (v) misbehaviour by the overseas student; or
 - (vi) Compassionate or Compelling Circumstances.
- (p) The School will assess whether deferment or suspension of an overseas student is appropriate by having regard to:
 - (vii) whether Compassionate and Compelling Circumstances exist;
 - (viii) the overseas student’s behaviour, including any behaviour identified in the School’s Code of Expectations and Behaviour for Students; or
 - (ix) any other matter the School considers relevant to the decision.
- (q) Where the School initiates the suspension of an overseas student, the overseas student must abide by the conditions of his suspension from enrolment, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster – Students.
- (r) Where a decision is made by the School to suspend an overseas student for 28 days or less, the overseas student must continue to meet the academic requirements of the course.
- (s) Where a decision is made by the School to suspend an overseas student for more than 28 days, the overseas student is required to return to his home country unless the School determines that special circumstances exist (e.g. the overseas student is medically unfit to travel).
- (t) If the School determines special circumstances exist that require the overseas student to remain in Australia for the duration of the suspension, the overseas student must abide by the conditions of his suspension, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster – Students.
- (u) Any period of suspension will not be included in attendance calculations for the purpose of the School’s Course Progress and Attendance Policy for Overseas Students.

SCHOOL INITIATED CANCELLATION OF ENROLMENT

The School may cancel the enrolment of an overseas student in the following circumstances:

- (k) the Parents or Guardians fail to pay course fees when due and owing or otherwise do not comply with the terms of the letter confirming the overseas student's offer of placement at the School;
- (l) the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new arrangements;
- (m) the overseas student fails to comply with the welfare and accommodation arrangements approved by the School;
- (n) the overseas student engages in misbehaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students, including without limitation:
 - (xv) failing to behave in a manner which enhances the overseas student's reputation and the reputation of the School;
 - (xvi) failing to follow the rules and expectations as outlined in the School Handbook;
 - (xvii) disrespecting the School's teachers or other staff members;
 - (xviii) causing harm to others;
 - (xix) interfering with the property of others;
 - (xx) bringing the School into disrepute; or
 - (xxi) being involved with drugs (including cigarettes and alcohol); or
- (o) the overseas student fails to maintain satisfactory course progress or satisfactory attendance which results in the School notifying the Department of Education and Training via PRISMS. Refer to the School's Course Progress and Attendance Policy for Overseas Students.

DECISION OF THE SCHOOL TO DEFER, SUSPEND OR CANCEL ENROLMENT

- (e) Where the School intends to suspend or cancel the enrolment of an overseas student, the School will notify the overseas student, through the Parents or Guardians:
 - (vii) of the School's intention to defer, suspend or cancel the overseas student's enrolment;
 - (viii) of the ability to access the School's internal complaints and appeals process under the Complaints and Appeals Policy for Overseas Students within 20 working days;
 - (ix) that deferment, suspension or cancellation of enrolment can affect the overseas student's visa, and the Parents or Guardians should contact the Department of Home Affairs (DHA) for advice.
- (f) The School will keep on an overseas student's file documentary evidence of the assessment of the School's decision to defer, suspend or cancel the enrolment of the overseas student.

COMPLAINTS AND APPEALS

- (i) School initiated deferment or suspension from enrolment or cancellation of enrolment is subject to the School's internal complaints and appeals process under the School's Complaints and Appeals Policy for Overseas Students.
- (j) If the Parents or Guardians access the School's internal complaints and appeals process in relation to a School initiated deferment, suspension or cancellation, the deferment, suspension or cancellation of the overseas student's enrolment will not take effect until the internal complaints and appeals process is completed, unless Extenuating Circumstances exist. The Deputy Headmaster – Students will determine if participation will be in class or under a supervised arrangement outside of classes.
- (k) The final determination of whether Extenuating Circumstances exist is at the Headmaster's sole discretion.
- (l) In the case of a School initiated deferment, suspension or cancellation of enrolment:
 - (v) The Parents or Guardians may also lodge an external complaint or appeal to the Overseas Student Ombudsman, which must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal Formal Complaint or Appeal; however
 - (vi) The School is not required to await the outcome of an external appeals process before notifying DET through PRISMS of a decision to defer or suspend the enrolment due to misbehaviour, or to cancel the enrolment.

CONSEQUENCES OF DEFERMENT, SUSPENSION OR CANCELLATION

- (g) Any deferment, suspension or cancellation of enrolment (whether by the School or on behalf of the student) may have an effect on an overseas student's visa. Parents and Guardians should contact DHA for advice should there be a change to the student's enrolment status.
- (h) The School is required to notify the Department of Education and Training via PRISMS if:
 - (vii) the overseas student's enrolment is deferred, including the proposed duration of the deferment and any changes to the proposed date of the deferment of enrolment;
 - (viii) the overseas student's enrolment is suspended, including the proposed duration of the suspension and any changes to the proposed end date of the suspension; and
 - (ix) the overseas student's enrolment is cancelled (whether the cancellation is a result of action by the student or the School or otherwise).
- (i) The School's Accommodation Policy sets out the accommodation, support and welfare requirements for overseas students, including in the event of suspension or cancellation of enrolment.

REFUNDS

The School's Refund Policy for overseas students sets out the School's policy about refunding fees in the event of cancellation of enrolment, including the amounts which may be refunded and the processes for providing a refund.

COMPLAINTS AND APPEALS POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

ESOS Act means the Education Services for Overseas Students Act 2000 (Cth) (as amended or replaced from time to time).

ESOS Framework means the regulatory requirements for education and training institutions offering courses to international students in Australia on a student visa, including the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System.
Registered Provider has the meaning under the ESOS Act.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

GENERAL

- (a) This policy concerns complaints and appeals brought by a Parent or Guardian against the School on behalf of an overseas student with respect to enrolment under the ESOS Framework.
- (b) This policy does not cover general complaints a Parent or Guardian may have regarding general matters concerning their child's attendance at the School, such as academic or disciplinary matters outside the ESOS Framework.
- (c) A complaint or appeal may be brought under this policy about, for example:
 - (i) course fees and due dates;
 - (ii) an overseas student being reported for failure to meet course progress or attendance requirements;
 - (iii) deferment, suspension or cancellation of an overseas student's enrolment;
 - (iv) overseas student accommodation;
 - (v) the transfer of an overseas student to or from the School, from or to another school in Australia which is a Registered Provider (including a refusal by the School to grant a letter of release to enable an overseas student to transfer to a course offered by another school);
 - (vi) incorrect advice given by the School's education agent; or
 - (vii) a decision made by the School that affects the enrolment of the overseas student.
- (j) Where an overseas student has received notice from the School that it intends to report the student for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the Parent or Guardian has 20 working days in

which to access the School's internal complaints and appeals process under this policy.

- (k) A complaint or appeal cannot be made under this policy about a refund that is governed by the ESOS Act.
- (l) If a Parent or Guardian chooses to access the internal complaint or appeals process under this policy:
 - (i) the School will maintain the enrolment of the overseas student while the process is ongoing (this means the School will not notify the Department of Education and Training (DET) via PRISMS of any change to the student's enrolment status); and
 - (ii) the overseas student is required to maintain enrolment and attendance at all classes as normal. The Deputy Headmaster – Students will determine if participation in studies will be in class or under a supervised arrangement outside of classes.

For external complaints and appeals, it depends on the type of appeal, as follows:

- (i) If the complaint or appeal is against the School's decision to report the student for unsatisfactory course progress or attendance, the School must maintain the student's enrolment until the external process under this policy (with the Overseas Student Ombudsman) is complete and has supported the School's decision; or
- (ii) If the complaint or appeal is against the School's decision to defer or suspend a student's enrolment due to misbehaviour or to cancel the student's enrolment, then the School is not required to await the outcome of the external process under this policy (with the Overseas Student Ombudsman) before notifying DET via PRISMS of its decision.
- (m) A Parent or Guardian may be accompanied and assisted by a support person at any meetings with the School as part of a complaints or appeal process.
- (n) Nothing in this policy prevents a Parent or Guardian from taking action under Australia's consumer protection laws.

INTERNAL COMPLAINTS AND APPEALS PROCESSES

Informal complaints or appeals

- (a) As a first step, an attempt should be made to resolve any complaint or appeal informally (for example, through discussions with the student and Parent or Guardian).
- (b) A complaint or appeal should initially be reported to the International Contact Officer (Director of Enrolments). (**Informal Complaint or Appeal**).
- (c) The International Contact Officer (Director of Enrolments) may handle the Informal Complaint or Appeal personally, or may refer the Informal Complaint or Appeal to another staff member if he/she believes it is appropriate for that staff member to handle the concern.
- (d) If the Informal Complaint or Appeal cannot be resolved informally, the Parent or Guardian may lodge a formal complaint or appeal.

Formal complaints or appeals

- (a) A formal complaint or appeal must be made in writing and submitted to the Headmaster (**Formal Complaint or Appeal**). There is no cost for lodging a Formal Complaint or Appeal.
- (b) The School will keep a written record of the Formal Complaint or Appeal and any supporting evidence on the overseas student's file.
- (c) Within ten (10) working days of receiving a Formal Complaint or Appeal and any relevant

supporting information, the School will commence the process of reviewing and assessing the Formal Complaint or Appeal.

- (d) The School will take all reasonable measures to finalise the Formal Complaint or Appeal process as soon as practicable.
- (e) The Parent or Guardian will be provided with a written statement of the outcome of the School's decision in response to the Formal Complaint or Appeal, including details of the reasons for the outcome.

EXTERNAL COMPLAINTS AND APPEALS PROCESS

- (a) If a Parent or Guardian wishes to lodge an external complaint about the outcome of the Formal Complaint or Appeal, the Parent or Guardian may contact the Overseas Students Ombudsman.
- (b) For more information visit the Overseas Students Ombudsman website www.oso.gov.au or phone 1300 362 072.
- (c) Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification from the School of the outcome of the internal Formal Complaint or Appeal.

OUTCOME OF PROCESS

If the internal or any external complaint or appeal process results in a decision that supports the overseas student, the School will immediately:

- (a) implement any decisions and/or corrective and preventative action required; and
- (b) advise the Parent or Guardian of the outcome.

STUDENT TRANSFER REQUEST ASSESSMENT POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

ESOS National Code 2018 means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 made under the Education Services for Overseas Students Act 2000 (Cth), as amended or replaced from time to time.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2000 (Cth) as amended or replaced from time to time.

OVERVIEW

3. Under the ESOS National Code 2018, Registered Providers cannot enrol overseas students seeking to transfer from another Registered Provider before that overseas student has completed six (6) months of their principal course of study, except in some circumstances. This applies to transfers of overseas students to and from the School, from or to another school in Australia which is a Registered Provider.
4. If an overseas student has completed six (6) months of their principal course of study with the School, the overseas student may transfer to another school (which is a Registered Provider) without the School's permission. However, if the overseas student has not completed six (6) months of their principal course of study, the overseas student requires a letter of release to enable the overseas student to transfer to another school that is a Registered Provider.
5. In this policy, "six (6) months" means six calendar months from the date the student starts the course, not including any period of deferment or suspension.

TRANSFER OF AN OVERSEAS STUDENT TO ANOTHER SCHOOL BEFORE SIX (6) MONTHS

6. A Parent or Guardian of the overseas student can apply to the School for a letter of release. The application must be in writing, signed by the Parent or Guardian and lodged with the School.
7. Subject to paragraphs 6) and 7) below, the School will provide a letter of release in the following circumstances:

- (a) there is agreement between the School and the Parent or Guardian that the overseas student would be better placed in a course that is not available at the School; or
 - (b) any other circumstance stated in the School's policies or considered appropriate by the School to justify the transfer, such as the welfare of the student or personal circumstances.
8. The School will not grant a letter of release unless a written application is made by the Parent or Guardian, and the application is accompanied by:
- (a) a letter from another school that is a Registered Provider confirming a valid enrolment offer has been made for the overseas student; and
 - (b) written confirmation that the Parent or Guardian supports the transfer; and
 - (c) where the overseas student is not living with a Parent or Guardian, written confirmation from such school stating it will accept responsibility for approving the overseas student's accommodation, support, and general welfare arrangements in accordance with Standard 5 of the ESOS National Code 2018.
9. The School may refuse an application for a letter of release where the School considers reasonable grounds exist to refuse the request, which may include but are not limited to the following:
- (a) the overseas student's academic progress is likely to be disadvantaged;
 - (b) the School is concerned the application for transfer is a consequence of the adverse influence of another party; or
 - (c) the School is concerned the application for transfer is to avoid a report to the Department of Education and Training (for example, in relation to unsatisfactory attendance or progress); or
 - (d) the School considers the transfer to be otherwise detrimental to the overseas student.
10. All applications for a letter of release will be considered by the School and the Parent or Guardian will be notified of the School's decision to grant or refuse the letter of release within 10 working days of receipt of the application. The School will take into account the impact on a student before refusing a request.
11. Where an application for a letter of release is granted, the School:
- (a) will issue the letter of release at no cost, which may also address the overseas student's commitment to studies, attendance record and payment of fees; and
 - (b) will advise of the need to contact the Department of Home Affairs (DHA) to seek advice on whether a new student visa is required for the overseas student.
12. The School's Refund Policy for overseas students sets out the School's policy about refunding fees in the event of cancellation of enrolment due to a transfer, including the amounts which may be refunded and the processes for providing a refund.
13. Where the School does not grant a letter of release, the School will provide written reasons for refusing the request to the Parent or Guardian.
14. A decision to refuse to grant a letter of release may be appealed under the School's Complaints and Appeals Policy for Overseas Students.

15. The School will maintain the following records on an overseas student's file:
- (a) any application for a letter of release;
 - (b) any documents relating to the assessment of an application for a letter of release;
and
 - (c) any decision made by the School regarding an application for a letter of release.

TRANSFER OF AN OVERSEAS STUDENT TO THE SCHOOL

16. The School will not enrol an overseas student wishing to transfer from another school prior to the overseas student completing six (6) months of his current course with that school as a Registered Provider, except where the School has been provided with written evidence that:
- (a) the original school has ceased to be registered as a Registered Provider or the course in which the overseas student is enrolled has ceased to be registered;
 - (b) the original school has provided a letter of release in respect of the overseas student;
 - (c) the original school has had a sanction imposed on its registration as a Registered Provider by the Australian Government or a State Government that prevents the overseas student from continuing his principal course; or
 - (d) any government sponsor of the overseas student considers the change to be in the student's best interest and has provided written support for the change.
17. Whether or not the overseas student has completed six (6) months of the course, the School may decide not to enrol a student who has commenced a course with another school in Australia who is a Registered Provider if the School is not satisfied:
- (a) the overseas student has demonstrated a commitment to studies at his original school;
 - (b) the overseas student has a good attendance record at his original school; or
 - (c) the Parent or Guardian responsible for paying the overseas student's fees for the course has done so when due and owing.
18. The School may require a letter from the original school addressing the matters outlined in paragraph 15).

APPENDIX 1

Appendix 1.1 –Certificate of Accreditation

Certificate of Accreditation

Brisbane Grammar School

Gregory Terrace, Brisbane

Primary and secondary education

Issued by the Non-State Schools Accreditation Board under the
Education (Accreditation of Non-State Schools) Act 2001



Chairperson
Non-State Schools Accreditation Board



Non-State Schools
Accreditation Board
Queensland Government

Issued: 6 November 2003



Appendix 1.2 – Letter of Compliance

RECEIVED
19 FEB 2013

BY:



Queensland
Government

Non-State Schools
Accreditation Board

15 February 2013

Mr Howard James
Secretary to the Board of Trustees
Board of Trustees of the Brisbane Grammar School
24 Gregory Terrace
BRISBANE QLD 4000

Dear Mr James

I refer to the participation of **Brisbane Grammar School** (Brisbane) in the Non-State Schools Accreditation Board's cyclical review program.

The Board considered the school's review report at its meeting on 7 February 2013 and considered whether the report addresses the Board's monitoring responsibilities under the *Education (Accreditation of Non-State Schools) Act 2001*.

The contents of the report satisfy the Board that the school is giving appropriate attention to meeting its compliance responsibilities through the school's policies, procedures and organisational structure.

Therefore, I am pleased to inform you that the Board has accepted the report as an indicator that the school continues to comply with the requirements of the Act.

Members of the Board have asked me to thank you for the time and effort devoted to the cyclical review. Please pass on the Board's appreciation to others who contributed to the review.

Yours sincerely

Emeritus Professor S Vianne (Vi) McLean AM
Chairperson

Ref: 13/50716

Floor 3 Education House
30 Mary Street Brisbane 4000
PO Box 15347 City East
Queensland 4002 Australia
Telephone 07 3237 9947
Facsimile 07 3237 0004
Website www.nssab.qld.edu.au

Appendix 1.3 –Proof of Registration of a Company, including ABN details

PO Box 1198
NEWCASTLE NSW 2300



Australian Taxation Office

BOARD OF TRUSTEES OF THE
BRISBANEGRAMMAR SCHOOL
GREGORY TERRACE
BRISBANE QLD 4000

Date of Issue
20 March 2000

Client Enquiries
Telephone: 13 24 78
Facsimile: 1300 130 911

Australian Business Number Notification of registration

I am pleased to advise that you are now registered in the Australian Business Register and have been issued with:

Australian Business Number (ABN) : **41 291 151 944**

Your ABN registration is effective as of : **17 March 2000**

Enclosed is a list of details recorded on the Australian Business Register about your business or organisation. Please check these details. If there are any errors please telephone 13 24 78.

Information on the Australian Business Register is available to the public as well as other Government agencies and organisations.

You are required to notify the Registrar (Commissioner of Taxation), of any changes to the information on the register within 28 days of becoming aware of the change. This is required according to *A New Tax System (Australian Business Number) Act 1999*.

Please note the following:

Deductible gift recipient and/or income tax exempt charity

If you have indicated that you require endorsement as a deductible gift recipient and/or income tax exempt charity, an application will issue shortly.

Diesel and Alternative Fuels Grants Scheme and Diesel Fuel Rebate Scheme

If you have indicated an intention to claim under either of these schemes, you will be sent further information in the near future.

If you need any further information, please refer to the *Guide to Registering for the New Tax System*. Alternatively, you can get further information from our website at www.taxreform.ato.gov.au or by phoning the Business Tax Reform Infoline on 13 24 78.

Review rights

The date of effect of your registration is a reviewable ABN decision under the *Administrative Appeals Tribunal Act 1975*. If you are dissatisfied with the date of effect, you may request that the Administrative Appeals Tribunal review the decision within 28 days from the date this notice was issued. Please refer to the attachment for further information.

Taxpayers' Charter

The *Taxpayers' Charter* outlines your rights and obligations under the law as well as the service and standards you can expect when dealing with the ATO. You can obtain a copy of the *Taxpayers' Charter* from our website at www.ato.gov.au or by phoning 1300 720 092.

A handwritten signature in black ink, reading 'Michael Carmody'.

Michael Carmody
Registrar of the Australian Business Register and
Commissioner of Taxation

ATO/3-033047-000000-41201101944

Australian Business Register

Australian Business Number(ABN)	: 41 291 151 944
Legal Name	: BOARD OF TRUSTEES OF THE BRISBANEGRAMMAR SCHOOL
Trading Name	: BRISBANE GRAMMAR SCHOOLV
ABN Status	: Registered
ABN Registration Date	: 17 March 2000
Postal Address	: GREGORY TERRACE BRISBANE QLD 4000
Business Address	: GREGORY TERRACE BRISBANE QLD 4000
Type of Entity	: Unincorporated Organisation
Industry Code (ANZSIC)	: 84400
GST Status	: Registered
GST Registration Date	: 1 July 2000

Continued ...

Other trustee/s name
Not Applicable

Other trading name/s
Not Applicable

PO Box 1198
NEWCASTLE NSW 2300



Australian Taxation Office

GST Registration Number
41 291 151 944

BOARD OF TRUSTEES OF THE
BRISBANEGRAMMAR SCHOOL
GREGORY TERRACE
BRISBANE QLD 4000

Date of Issue
20 March 2000

Client Enquiries
Telephone: 13 24 78

**Goods and services tax (GST)
Notification of registration**

You are now registered for GST purposes. The details of your registration are as follows:

GST Registration Number* : 41 291 151 944
Date registration takes effect : 1 July 2000
GST tax periods : Quarterly
GST accounting method : Accruals

*Your GST Registration Number is the same as your Australian Business Number (ABN)

As your GST tax periods are quarterly, you must lodge a GST return with the ATO for each of the three month periods ending on 30 September, 31 December, 31 March and 30 June.

Your GST return will form part of the Business Activity Statement and will be issued towards the end of your tax period for you to complete and return to the ATO. Your completed Business Activity Statement must be lodged on or before the 21st day of the month following the end of each tax period.

Wine equalisation tax and luxury car tax

If you indicated on your application for registration that you may have obligations under either the wine equalisation tax or luxury car tax legislation, you will be contacted at a later date for further details.

You will soon receive a GST guide and record keeping guide which will provide you with more detailed information. Until you receive these publications, you can get further information from our website at www.taxreform.ato.gov.au or by phoning the Business Tax Reform Infoline on 13 24 78.

Review rights

The following decisions are reviewable GST decisions under the *Taxation Administration Act 1953*:

- registering you
- deciding the date of effect of your registration
- determining that the tax periods that apply to you are each individual calendar month
- deciding the date of effect of the above determination
- refusing to permit you to account on a cash basis, and
- deciding the date of effect of your permission to account on a cash basis.

You may object against these decisions if you are dissatisfied with them. Your objection must:

- be in writing
- stating fully the grounds you are relying on, and
- be lodged with the Commissioner of Taxation within 60 days from the date of service of this notice.

Continued ...

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Taxpayers' Charter

The *Taxpayers' Charter* outlines your rights and obligations under the law as well as the service and standards you can expect when dealing with the ATO. You can obtain a copy of the *Taxpayers' Charter* from our website at www.ato.gov.au or by phoning 1300 720 092.

Commonwealth Ombudsman

If you are dissatisfied with the decision or action of the ATO in this matter, you have a right to external review by the Special Tax Adviser to the Commonwealth Ombudsman. The Ombudsman has wide powers to investigate problems between taxpayers and the ATO.

The Commonwealth Ombudsman has offices in all Australian capital cities. You can contact the Ombudsman's Special Tax Adviser on (02) 9248 2000 or 1300 362 072 if you live outside the Sydney metropolitan area or use the internet site <http://www.comb.gov.au>.



Michael Carmody
Commissioner of Taxation and
Registrar of the Australian Business Register

You will be sent your **\$200 Direct Assistance Certificate** following receipt of this notification. This certificate will be forwarded directly to you by the GST Start Up Assistance Office within the next 14-21 days.
(Eligibility rules apply and are contained with the certificates)

Any enquiries relating these certificates should be directed to 13 30 88.



Australian Taxation Office

Date of Issue
8 August 2000

Endorsement as an income tax exempt charitable entity

Endorsement as an income tax exempt charitable entity under Subdivision 50-B of the *Income Tax Assessment Act 1997* is provided as detailed below.

Name	BOARD OF TRUSTEES OF THE BRISBANE GRAMMAR SCHOOL
Australian Business Number	41 291 151 944
Endorsement date of effect	1 July 2000
Item(s) in Subdivision 50-5 of the <i>Income Tax Assessment Act 1997</i>	Item 1.1 - charitable institution

You are required to notify the Commissioner of Taxation should you cease to be entitled to endorsement as an income tax exempt charitable entity. This is a requirement of section 50-145 of the *Income Tax Assessment Act 1997*.

Michael Carmody
Commissioner of Taxation and
Registrar of the Australian Business Register

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Appendix 1.4 – List of Board of Trustees and Staff

Current Board of Trustees of Brisbane Grammar School

The current members of the Board of Trustees have been appointed or elected for the period 16 June 2016 to 15 June 2020.

Elected Subscriber Representatives

Ministerial Nominees

- Mr John Humphrey (Chairman)
- Mr Warren Traves (Deputy Chairman)
- Dr Angela Ryan
- Ms Claire Blake
- Ms Megan Corfield
- Professor Doune Macdonald
- Mr Mark Corgat

The Brisbane Grammar School Senior Leadership team 2023 consists of:

- Headmaster – Anthony Micallef
- Deputy Headmaster Teaching & Learning – Steve Uscinski
- Deputy Headmaster & Head of Senior School – David Carroll
- Executive Director – Learning Innovations – Jacqui Zervos
- Head of Middle School – Rebecca Campbell
- Deputy Headmaster Co-curricular – Greg Thorne
- Executive Director – Advancement & Community Relations – Inma Beaumont
- CFO – Mark Corgat
- CIO – Alexis Hill

Appendix 2.1 – 2023 Schedule of Fees & Charges for FFPOS



2019 SCHEDULE OF FEES AND CHARGES FOR FULL FEE PAYING OVERSEAS STUDENTS

For overseas students, the Board of Trustees has endeavoured to set fees which will cover, as far as possible, all expenses except text books and uniforms. The Tuition Fee for overseas students is higher than for Australian students because Australian students receive both Federal and State Government per capita grants. There are also additional administration costs for overseas students. It is compulsory for all overseas students to contribute to Overseas Student Health Cover (OSHC).

Fees are set for the current year only and are subject to change over the life of the course.

Application Fee

A non-refundable \$500.00 application fee is required and does not guarantee a place at the School.

Tuition Fees

Years 5 to 6	Annual Fee	\$29 510.00
Years 7 to 12	Annual Fee	\$36 390.00
Technology Levy (7 to 12)	Annual Fee	\$1185.00
Confirmation Fee		\$2600.00 (payable once only)

Non-Tuition Fees

Boarding		
Years 5 to 6	Annual Fee	\$21 000.00
Years 7 to 12	Annual Fee	\$26 280.00
Service Fee*	Annual Fee	\$438.20

*Years 11 and 12 students are required to pay a yearly fee to the Queensland Studies Authority (QSA). The School collects this fee and forwards it to the QSA.

BRISBANE GRAMMAR SCHOOL GREGORY TERRACE BRISBANE QLD 4000
T +61 7 3834 5200 E enrolments@brisbanegrammar.com www.brisbanegrammar.com
The Board of Trustees of the Brisbane Grammar School trading as Brisbane Grammar School CRICOS Provider No: 00489C

Overseas Student Health Cover (OSHC)

As required by the Department of Immigration and Border Protection (DIBP), OSHC must be arranged for the entire duration of a student's visa prior to the student visa being issued. The School does not arrange OSHC for students. Parents are free to choose their own medical insurance authority. One such authority you may consider is Medibank Private.

The 2019 Medibank Private OSHC fee is:

1 Year	\$543.60
2 Years	\$1114.00
3 Years	\$1671.00
4 Years	\$2546.00
5 Years	\$3240.00

Uniforms / Textbooks / Stationery

School uniforms, textbooks and stationery may be purchased from the Grammar Shop. While requirements and pricing vary each year, it is estimate that, at current pricing, a minimum outlay for uniforms, textbooks and stationery for the school year will be \$1000.00 – \$1200.00

Payment of Fees

If your son's application for enrolment is successful a Written Agreement will be issued. Included in this Agreement are the School's conditions of enrolment which include payment of the following fees:

- A non-refundable Application Fee of \$500.00
- A non-refundable Confirmation Fee of \$2650.00
n.b. This fee is not deducted from tuition fees but is directed to the School's Endowment Fund for the provision of bursaries. The Confirmation Fee is non-refundable except in cases of visa refusal where the fee will form part of the calculation for any refund owed. Refer to the 'student visa refusal' section of the BGS international refund policy.
- An Advance Fee of 50% of the tuition fees and 75% of the boarding fees for the school year, as applicable

Full details of the required payments and other conditions of enrolment are provided in the Written Agreement.

The School provides a range of options for the payment of fees including cheque, credit card (Visa, MasterCard or American Express) or via the internet using BPay or Brisbane Grammar School's online payment facility. These options will be fully explained on your fee statement.

Note: The School reserves the right to withdraw an enrolment if fees are not paid as and when they fall due, unless prior arrangements have been agreed in writing.

BRISBANE GRAMMAR SCHOOL GREGORY TERRACE BRISBANE QLD 4000
T +61 7 3834 5200 E enrolments@brisbanegrammar.com www.brisbanegrammar.com
The Board of Trustees of the Brisbane Grammar School trading as Brisbane Grammar School CRICOS Provider No: 00489C

Appendix 2.2 – Campus Map



Appendix 3 - The ESOS framework



Australian Government
Department of Education and Training

International education: ensuring quality and protecting students

Australia welcomes international students

The Australian Government wants international students to have a rewarding and enjoyable experience when they come to Australia to study. Australia offers high quality education services and protects the rights of international students to ensure you make the most of your time here.

This fact sheet contains important information for student visa holders about living and studying in Australia, including your consumer rights and responsibilities as an international student and key things you should know before and during your study.

Australian laws protect international students

As a student on a student visa, you benefit from Australian laws that ensure high standards of education, facilities and support services while you are in Australia. You also have rights to information about your course and the institution you wish to study with before and during your enrolment. The Education Services for Overseas Students (ESOS) framework offers you financial protection in case your education institution does not deliver what it has promised you.

You can find out more about the framework at <https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>.

Before you begin your studies

Choosing a course to study

As an international student, you can only study a course with an education institution listed on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). All institutions registered on CRICOS have met the quality standards set out in Australian law, which ensures you receive the best possible education services.

CRICOS is a good place to start when you want to find a course or education institution to study with, and can be found at <http://cricos.education.gov.au>.

Last updated 17 November 2017

Opportunity through learning

Using an education agent

International students do not have to use an education agent. You can enrol directly with an Australian education institution. Information about what education institutions offer is usually on their websites.

If you want to use an education agent, it's best to pick one used by the institution you want to study at. You can find a list of education agents on the institution's website.

The law requires institutions to use only education agents that act honestly and with integrity. Agents must give you accurate advice about the courses on offer, including entry requirements, and information about living in Australia. You should still be careful and alert when dealing with agents to ensure you enrol in a course that is suitable for you and will help you achieve your learning goals.

In Australia, education agents cannot give you information on visa and immigration matters – only migration agents can do this. You can find out more about using migration agents at the Department of Immigration and Border Protection's website at www.border.gov.au/Trav/Visa/Usin.

If you think your education agent might be behaving dishonestly or unethically, you should stop using them immediately and contact your education institution directly.

Written agreements or contracts between the student and institution

Under Australian law an education institution must have a written agreement with you outlining the services they will provide, all the fees you are required to pay, and conditions for refunds of money you pay for the course.

The written agreement is a legal contract. You should read it carefully and make sure you fully understand what it says before signing it. You and your education institution must follow whatever is set out in the written agreement once you have accepted it, so you should keep a copy of it. Should you ever make a complaint about your institution, you will need to refer to your written agreement. You can find out more about making complaints on page 6 of this fact sheet, *Making complaints and getting help*.

Your rights before you enrol

Even before you enrol with an education institution, under Australian law you have the right to:

- receive current and accurate information about the courses, entry requirements, all fees and modes of study from your institution and your institution's agent before you enrol
- sign a written agreement with your institution before or at the time you pay fees. You do not have to pay the institution any money or fees until you accept the agreement
- seek a refund in certain situations for course money you have paid. Information about refund arrangements must be included in your written agreement
- get the education you paid for. The law includes tuition protections that will allow you to be placed in another course or receive a refund if your institution is unable to teach your course (known as a provider default), visit <https://tps.gov.au/> for more information
- access complaints and appeals processes
- request to transfer to another institution and have that request assessed by your institution.

Paying your tuition fees

From 14 December 2015, changes to Australian law give international students more choice about how they pay their fees. Previously you could not pay more than 50 per cent of your fees before you started a course. Now you can choose to pay more than 50 per cent of your tuition fees before you start. For example, you or the person who is paying your fees may decide this is a good idea if the Australian dollar exchange rates mean you will save money by paying more of your fees early.

Your education institution may ask you if you would like to pay more than 50 per cent of your fees before you start your course. This is your choice. Your institution cannot require you to pay more, unless you are doing a short course of 25 weeks or less. If your course is longer than 25 weeks, you cannot be asked to pay more than 50 per cent of your tuition fees before you start.

Your institution may wish to organise a payment plan so you can start regularly paying the rest of your tuition fees once you start the course. Your written agreement should include an itemised list of all the fees you will be charged for your course, including your tuition fees and how they will be paid, and refund arrangements.

In Australia there are also very strong protections for students' fees, which you can learn more about on page 5 of this fact sheet under Protecting your tuition fees.

What happens if you can't start the course because your visa is refused?

If you have paid fees to an education institution and your visa is refused, you are entitled to a refund. Under Australian law, the institution is allowed to keep either 5 per cent of the tuition fees you paid or \$500, whichever is the lowest amount, and must refund you the rest.

If your visa is refused after the course was due to start, the institution can keep tuition fees for the number of weeks that have passed since commencement, and must refund you the rest of the fees.

What happens if you decide you don't want to start or continue the course?

If you change your mind and do not want to start the course, you may be entitled to a refund.

If you have a written agreement with the institution, the amount of your refund will depend on the written agreement, which should tell you what will or will not be repaid to you.

If you do not have a written agreement, you have the right to receive some of your fees back. Under Australian law, the institution is allowed to keep either 5 per cent of the fees you paid or \$500, whichever is the lowest amount, and must refund you the rest of the tuition fees you paid them.

During your studies

Support services for you in Australia

Under Australian law your education institution must offer you support services to help you adjust to study and life in Australia, achieve your learning goals and maintain satisfactory progress in your learning. This support is available because we recognise that Australia may be a new environment for students, with different laws, culture and customs. Your education institution must give you advice on:

- support and welfare services available at the institution
- legal services

- emergency and health services
- facilities and resources
- complaints and appeals processes
- any student visa condition that relates to the course you are studying
- services international students can access for information on their employment rights and conditions, and how to resolve workplace issues, such as through the Fair Work Ombudsman (from 1 January 2018).

Many education institutions also offer career advice services. You should ask them whether they can help advise you on working and careers.

Welfare for students under 18 years of age

If you are under 18 years of age, you will only be granted a visa if there are adequate arrangements in place for your accommodation, support and general welfare. This is for your personal safety and applies for the length of your student visa or until you turn 18.

If you are under the age of 18 your visa application must demonstrate that you will be accompanied by a parent, legal custodian or an eligible relative. If you will not be living with one of these people, your education institution can agree to be responsible for approving your accommodation, support and general welfare arrangements while you are in Australia on a student visa.

If your education institution has approved your living and general welfare arrangements, but you wish to change them, you must have the approval of your institution before you do so. This is because your institution must advise the Department of Immigration and Border Protection as soon as possible about changes to living and welfare arrangements for students under 18.

If you don't have your institution's approval, this may be reported to the Department of Immigration and Border Protection. If this happens, you will be in breach of student visa condition 8532 and your visa may be cancelled.

For more information about visa requirements for students under the age of 18, visit:

<http://www.border.gov.au/Busi/Educ/Educ/Welfare-requirements-for-student-visa-applicants-under-18> and <http://www.border.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students>.

Your responsibilities as an international student in Australia

Your student visa

As an international student on a student visa, you must:

- comply with your student visa conditions
- ensure you have and continue to maintain your Overseas Student Health Cover (OSHC) for as long as you stay in Australia on a student visa
- tell your institution if you change your address or other contact details
- meet the terms of your written agreement with your education institution
- maintain satisfactory course progress and attendance.

Information about visa conditions for student visa holders is available on the Department of Immigration and Border Protection's website at www.border.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students, or call 131 881 on Monday – Friday from 8.30am to 4pm inside Australia (except public holidays).

Academic integrity and misconduct

The Australian Government and education institutions take issues of academic integrity very seriously. Education institutions have many ways of detecting cheating or plagiarism in exams and assessments.

Using ghost writing services, asking someone to take an exam in your place, or any other kind of academic misconduct will result in serious action being taken against you. Your enrolment or student visa could be affected, or cancelled altogether.

If you are struggling with your studies, it's best to ask your institution what support services they can offer you.

Your consumer rights and protections

Protecting your tuition fees

Australia is widely recognised as a world leader in protecting the tuition fees of international students through its Tuition Protection Service (TPS). The TPS assists international students whose education institutions are unable to fully deliver their course of study, and ensures that international students are able to either:

- complete their studies in another course or with another education institution, or
- receive a refund of their unspent tuition fees.

In the unlikely event your education institution is unable to deliver a course you have paid for, they have obligations to offer you an alternative course or, if you do not accept the alternative course, pay you a refund of your unspent prepaid tuition fees. If your institution is unable to meet these obligations for some reason, the TPS will assist you in finding an alternative course or getting a refund if a suitable alternative is not found.

For more information on the TPS, visit www.tps.gov.au. If you are a student whose provider is unable to fully deliver your course, you can call (02) 6271 3440 for assistance.

Working in Australia

Australian workplace laws provide basic protection and entitlements for all workers in Australia, including workers from overseas. International students have the same entitlements to minimum wages and conditions as Australian workers, as well as superannuation and workers' compensation under Australian workplace laws.

The minimum wages and conditions to which an employee is entitled are set out in awards (also known as modern awards). Awards apply to employees depending on the industry they work in or the job that they do. Awards don't apply when a business has an enterprise agreement or other registered agreement that covers the employee's working conditions. For more information on awards and agreements, visit www.fairwork.gov.au/awards-and-agreements.

Australian laws also protect you from being discriminated against at work, for example because of your race, when you are applying for a job, about to begin a job, or any time during your employment. For more

information about discrimination at work, visit <https://www.fairwork.gov.au/employee-entitlements/protections-at-work/protection-from-discrimination-at-work> or <https://www.humanrights.gov.au/>.

The Fair Work Ombudsman (FWO) helps employers and employees to understand their rights and responsibilities at work. The FWO can also investigate suspected breaches of workplace laws. To find out what you should be paid and learn more about your minimum workplace entitlements you can visit www.fairwork.gov.au. You can also call 13 13 94 from 8am to 5.30pm Monday to Friday inside Australia (except public holidays). Getting help to resolve a workplace issue will not automatically affect your student visa.

You are limited to 40 hours of work per fortnight when your course is in session, and unlimited hours in out of session periods. This is to ensure you are mainly focused on your studies. Work conditions for student visa holders can be found on the Department of Immigration and Border Protection website at www.border.gov.au/Trav/Stud/More/Work-conditions-for-Student-visa-holders

Changing education institutions or courses

If you are not satisfied with the course you are doing and wish to transfer to another education institution, before you make the decision to enrol with another institution you should be aware that there are rules about what you can or cannot do.

From 1 January 2018, if you are a school student and want to change to another education institution before finishing the first six months of your first school course, you must seek permission from your original education institution to transfer. Six months after you start your first school course, you can change to another education institution without asking your original education institution for approval.

For all other students, if you haven't completed six months of your principal course (the main course of study you are undertaking), Australian legislation says that you can only change education institutions if:

- your original institution can no longer provide the course you enrolled in, or
- your original institution says they will release you, or
- you have a government sponsor and that sponsor writes a letter saying they support your change of course.

In other words, you will usually need your institution's permission if you want to transfer before you have completed six months of your principal course.

Your original institution can only provide a letter of release if:

- you have a letter from another institution saying they have made you an enrolment offer
- where you are under 18, you have the support of your parent or legal guardian, or the institution wishing to enrol you says they will take responsibility for your welfare.

You should read and understand your institution's transfer policy, as it should clearly state the reasons that you may or may not be granted a transfer. Your education institution must assess or consider your request to transfer against this policy.

If you are not satisfied with your institution's decision, you can appeal through their internal appeals and complaints handling process. If you are not satisfied with the outcome of that internal appeal process, your options are outlined in the section below, **Making complaints and getting help**.

If you are thinking about changing your course, you need to ensure that you continue to meet the conditions of your student visa. Further information about the impact of changing courses or education institutions is available on the Department of Immigration and Border Protection's website at <http://www.immi.gov.au/Study/Pages/changing-courses.aspx>.

For more details about the legislative requirements around transferring courses, you can visit: <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/nationalcodepartd/Pages/ExplanatoryguideD7.aspx>

Making complaints and getting help

If you have a complaint about your institution, you should talk to them first. Your education institution must have complaints and appeals processes in place to help students resolve their issues.

If you cannot resolve your complaint with an institution, there are other actions you can take. You will need to find out whether your institution is a private or government type by searching them and looking at the **Institution type** field on the CRICOS website at <http://cricos.education.gov.au/Institution/InstitutionSearch.aspx>

If your institution is a private (non-government) organisation, you can take your complaint to the Overseas Students Ombudsman (OSO). Refer to the Overseas Students Ombudsman website at <http://www.ombudsman.gov.au/about/overseas-student-ombudsman-landing-page> for more information about how the OSO can help students, or call 1300 362 072.

If you are studying with a government education institution, which includes most universities and TAFEs, the external appeal body will most likely be the ombudsman for the state or Commonwealth. Your education institution can give you the best information about the appropriate external appeals process for their institution. You can find the contact details of all Australian ombudsmen at www.ombudsman.gov.au/about/our-history/state-and-territory-ombudsmen.

Questions?

If you have any questions or concerns that haven't been answered in this fact sheet, you can submit an enquiry at <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOSenquiries/Pages/Default.aspx>

Find out more and connect on social media

Study in Australia is the official Australian Government website for international students. You can connect with it through:

- Website: <https://www.studyinaustralia.gov.au/>
- Facebook: <https://www.facebook.com/studyinaustralia>
- Twitter: <https://twitter.com/futureunlimited>

- YouTube: <http://youtube.com/afutureunlimited>

The Fair Work Ombudsman gives you information and advice about your workplace rights and obligations.
You can connect with it through:

- Website: <https://www.fairwork.gov.au/>
- Facebook: <https://www.facebook.com/fairwork.gov.au>
- Twitter: https://twitter.com/fairwork_gov_au
- YouTube: <http://www.youtube.com/user/FairWorkGovAu>
- Subscribe to email updates at <https://www.fairwork.gov.au/Website-information/staying-up-to-date/subscribe-to-email-updates>



