



# HAILEYBURY

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 Haileybury College CRICOS provider number: 0649C  
 Haileybury Girls College CRICOS provider number: 02993D

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## INFORMATION, TERMS & CONDITIONS FOR INTERNATIONAL STUDENTS, 2009

*This document should be read in conjunction with Haileybury's Prospectus and Course Handbooks, which are available upon request from the Registrar. The information, terms and conditions contained in this document and Haileybury's Application Form, form the basis of the agreement between Haileybury and its international students and their parents.*

### 1. INTRODUCTION

Haileybury was founded in 1892 and is today one of Australia's leading independent schools. It is made up of Haileybury College (for boys) and Haileybury Girls College, co-located on three campuses at Brighton, Berwick and Keysborough in Melbourne's south-eastern suburbs. The school is registered by the Victorian Qualifications and Registrations Authority, and caters for boys and girls up to Year 12. It has a teaching staff of 350 and 3000 students. More detailed information about Haileybury is published in the school's prospectus and on its website at [www.haileybury.vic.edu.au](http://www.haileybury.vic.edu.au).

Haileybury welcomes students from overseas who apply either directly or through a third party or agent. Overseas students are not normally accepted by transfer from another school in Australia. Enrolment is on the basis of the information provided by the students on the Application Form and attached school/test reports and references; AND on the basis of the information supplied by the School in the Application Form, this document, the School's Prospectus and published policies.

### 2. COURSE OF STUDIES

Haileybury offers international students a high-quality primary and secondary schooling, leading to the award of the Victorian Certificate of Education (VCE) upon the completion of Year 12. The course is based on the Victorian Essential Learning Standards up to Year 9 and then the VCE, both developed and supported by the Victorian Curriculum and Assessment Authority. Alternatively, senior students may choose to study for the International Baccalaureate in Years 10 to 12. Full details of the course are available in the School's handbooks, published annually.

International students normally study at Haileybury's Keysborough campus where facilities of a high quality cater to the curricular and extra-curricular needs of students. Consistent with its position as a leader and innovator in Australian education and the requirements of VCE and VELS, Haileybury uses a wide range of teaching and assessment methods. Classes are small with a maximum of 18 students. Further information is contained in the School's prospectus.

### 3. APPLICATION and ENTRY

Applications may be made either through Haileybury's agents overseas or directly to the School. Satisfactory progress at School, as evidenced by the previous two semesters' reports (translated into English), is required. Students applying for entry are required to have English language proficiency appropriate to the level of entry sought. As guidance, an IELTS score of 5 would be appropriate for entry into Year 10. The School will arrange an English proficiency test upon application, and may require some ELICOS study before entry. The School reserves the right to test any student before entry to ensure appropriate English levels are met.

Entry into any course is subject to the assessment of the School. Course credit may only be offered as outlined below.

- For students transferring from interstate up to Year 9, the School does not offer course credit and entry into any course is subject to the assessment of the School.
- Students transferring from interstate in Year 11 and the beginning of Year 12 may receive course credit for units completed based on the assessment of the state or territory curriculum assessment authority (or other relevant authority or the School).
- Students transferring from overseas in Year 10 or 11 and at the beginning of Year 12 may receive credit for units completed, based on published rules of the VCE (refer to the website of the Victorian Curriculum & Assessment Authority at [www.vcaa.vic.edu.au](http://www.vcaa.vic.edu.au)).

Normally, international students below Year 9 (age below 15) are not admitted to the School. Primary school students will only be enrolled if: (i) they provide the School documentary evidence from a passport that they are the child of a full fee paying overseas student and are in the immediate care of that person, or (ii) they are cared for in the home of a parent or close relative who is over the age of thirty where their parents provide written approval for that arrangement, addressed to the School. Such documentation will be kept on file by the School.

Every student admitted to Haileybury is accepted on the condition that all fees shall be paid by the due date. The Entrance Fee, the first year's Tuition Fee and the first year's Homestay Fee must be paid and evidence of health cover sighted before a student can commence at Haileybury.

### 4. SCHOOL FEES

**Entrance Fee:** Acceptance of an offer of a place at Haileybury is effected by the payment of a non-refundable Entrance Fee, currently set at \$1,200.

#### Annual Fees 2009:

<i>Level</i>	<i>Annual Tuition</i>	<i>Homestay (52 weeks) (if selected)</i>
<b>Preparatory</b>	\$16,000	n/a
<b>Years 1 and 2</b>	\$18,750	n/a
<b>Years 3 and 4</b>	\$20,150	n/a
<b>Years 5 and 6</b>	\$22,300	n/a
<b>Years 7 and 8</b>	\$26,650	n/a
<b>Year 9</b>	\$28,500	n/a
<b>Years 10 to 12</b>	\$26,900	\$16,170

**Notes:** Tuition fees are charged in advanced and cover one year's (approximately 40 weeks) tuition. Homestay fees (which are inclusive of GST) cover 52 weeks accommodation in a School approved Homestay family. Fees are charged in September the previous year. Please note that fees may change from year to year. No student will be permitted to enter a new term while any fees remain unpaid.

**Sibling Allowance:** The following sibling discounts apply:

10% on tuition fees for the second sibling concurrently attending full time

25% on tuition fees for the third sibling concurrently attending full time

50% on tuition fees for the fourth and subsequent siblings concurrently attending full time.

**Payment of Fees:** Fees are payable in Australian currency by credit card, bank-draft or electronic transfer. The school does not accept cash payments. Fees are payable twelve months in advance.

**International Baccalaureate:** Students studying the International Baccalaureate will be charged a supplement of \$2,080 in Years 11 and 12.

**Additional Charges:** The Tuition Fee covers most specialist subject charges, excursion charges, and travel to and from and accommodation at most School Camps. Additional charges are imposed by the school where optional, individual or small group tuition sessions are requested by parents (e.g. ESL tuition and Music). Additional charges also apply for optional elements of the Year 9 program.

**Textbooks:** Students should allow a further \$600 per year to purchase textbooks (available from the School supplier).

**Private Health Insurance Cover:** Payment of private health cover for the duration of a student's stay in Australia is required. This is currently set at \$354 per annum. Haileybury can arrange cover through Medibank Private. Details can be supplied on request to the Registrar.

**Fee Refund Policy:** This refund policy applies to all course monies paid to the school and includes any course monies paid to an education agent to be remitted to the school. Fees for services paid to education agents by students (or parent(s)/legal guardian if the student is under 18) are not covered by this refund policy. The Application Fee and Enrolment Fee are non-refundable. Refunds of Tuition Fees are subject to the following conditions

- a. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Finance Manager.
- b. If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees for the duration of that calendar year.
- c. Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing.
- d. Refunds will be paid to the student or the person specified in the written agreement.
- e. The school will refund within 28 days all course monies paid where the student's application for enrolment is refused by the school. [Applicable only if payment of fees has accompanied the application/enrolment form and lodgement of the written agreement.] The school will refund within 28 days all course monies paid where the student produces evidence that the application made by the student for a student visa has been rejected by the Australian immigration authorities.
- f. Refunds for student default apply to tuition fees only. Course monies (excluding tuition fees) will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment of behalf of the student has been made. If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, only one term's (or ten weeks) tuition fees will be refunded from the annual tuition fee. The school will refund within 28 days of the receipt of written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and detailed below.
  - If written notice is received up to 4 weeks prior to commencement of the course, the school will be entitled to retain an administration fee.
  - If written notice is received less than 4 weeks prior to commencement of the course 70% of the tuition fee will be refunded.

- If written notice is received within six months of the commencement date of the student's course, only one term's (or ten weeks) tuition fees will be refunded from the annual tuition fee.
- If written notice is received more than six months after the commencement date of the student's course no refund of tuition fees will be made.

No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons;

- Failure to maintain satisfactory course progress (visa condition 8202)
  - Failure to maintain satisfactory attendance (visa condition 8202)
  - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) [if applicable]
  - Failure to pay course fees
  - Any behaviour identified as resulting in enrolment cancellation in Haileybury's Behaviour Policy/Code of Conduct.
- g. If for any reason the school is unable to offer a course, a full refund of fees paid will be made within 14 days of notification of course cancellation. If for any reason the school is unable to continue offering a course after commencement, a full refund of fees paid, including for the portion of the course already taught will be made within 14 days of notification of course cancellation.
- h. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

**Liability:** Haileybury can accept no responsibility for the loss of or damage to property belonging to parents or students, however occasioned. Parents are advised to arrange insurance for their child's possessions whilst in Australia.

**Cost of Living:** many international students find the cost of living in Australia quite high. Parents and students should consult the website Study in Australia (<http://studyinaustralia.gov.au>) for further information. In particular, students should ensure that they have sufficient money each week to cover bus fares, lunches and incidentals which may amount to \$A100 per week.

## 5. VISA AND TRAVEL

It is the student's responsibility to make all arrangements for the appropriate visa through the Australian Department of Immigration and Citizenship (DIAC). A *Confirmation of Enrolment* issued by the School is required for a Student Visa to be obtained.

It is the family's responsibility to make all travel details so that the student arrives in good time for the beginning of term. Note that the School does not permit students to miss school days at the beginning or end of term due to travel arrangements: all travel must be undertaken during the school vacation.

Students should also familiarise themselves with Australian Customs and Quarantine regulations – especially relating to duty-free allowances, food, cash and medications. Further information is available at: [www.customs.gov.au/site/page.cfm?u=4835](http://www.customs.gov.au/site/page.cfm?u=4835).

## 6. ACCOMMODATION

The School will take responsibility for providing suitable accommodation for students not under the care of their parents, from two days prior to the start of the school year to two days after its completion.

**Homestay:** A student's living arrangements must be acceptable to Haileybury. Haileybury has appointed *Bellcare International* to assist in the management of all aspects of students' accommodation arrangements while they are in Melbourne. Through this arrangement, Haileybury is able to assure the quality of Homestay families and provide essential services such as airport pick-up and Homestay supervision.

The Registrar at Haileybury will arrange the Homestay accommodation. Homestay families are carefully screened and selected by *Bellcare International*. Homestay charges are currently \$16,170 per annum payable before the commencement of each year.

Homestay fees include:

- up to 52 weeks accommodation as close as possible to Haileybury,
- written and photographic profile of Homestay family before arrival in Melbourne,
- initial welcome and transport from the airport to meet their Homestay family, and up to 8 airport transfers per year (note: 7 days notice required),
- relocation (including transportation) to a new Homestay family if required,
- student guardianship (if required) through the School plus regular contact with School staff on any issues of concern

It is not acceptable for students, irrespective of their age, to arrange their own Homestay. Under special circumstances, parents may request in writing that their child live with a close relative or guardian well-known to the parents, but this will always be subject to the approval of the School. Approval will only be granted after the School (through *Bellcare International*) has completed an interview, inspection and police check. The cost of this is \$300.

No change to a student's Homestay arrangements can be made without written approval of the Vice Principal. Please note that this requirement is strongly enforced. Failure to abide by the requirement will be treated as a serious breach of School rules and may be reported to immigration authorities. It is the responsibility of the student to advise Haileybury of any change of address or phone number – Haileybury must have the student's current address on record at all times. This information can be requested by immigration authorities.

## **7. GUARDIANSHIP AND STUDENT WELFARE**

It is a requirement of the School that the student's parents appoint a GUARDIAN acceptable to the School. This person must be over 25 years of age and available to the School at all times to provide overall supervision of the student outside of School. The appointment must be made in writing. If required, the School can provide details of a commercial organization that will provide such a guardian.

The Assistant Dean (International Students) is the student contact officer for overseas students including accommodation matters. She may be contacted on extension 2268.

In addition, each student is assigned to a Tutor Group, which is part of a school "House". Tutors, in the first instance, and Heads of House are responsible for the provision of ongoing individual pastoral care to each student. Heads of House monitor students' academic performance and are normally the first point of contact between students, their parents/guardians and the School. The Assistant Dean (International Students) and the Dean of Students will assist international students in student welfare matters.

Haileybury also employs three psychologists, who are available to assist students in welfare matters through counselling. They are able to refer students out to community agencies where appropriate. In addition, Haileybury staff includes two Uniting Church ministers in the role of Chaplains who assist with providing pastoral care and counselling to students. In addition, Haileybury employs a professional Careers Counsellor who provides assistance with study skills and advice on tertiary programs.

## 8. INITIAL ORIENTATION

The student will meet with the Head of Campus, Assistant Dean (International Students) and Head of the appropriate Year Level before commencing School to discuss course selection, ELICOS arrangements (if necessary) and welfare matters. On the student's first day, the student will be introduced to his/her Head of House, who will be responsible for conducting a full orientation in conjunction with his/her Tutor. The orientation program will involve an introduction to teachers and a tour of the School by a member of the Tutor Group. The School Marshal will brief the student on rules and procedures.

## 9. COURSE PROGRESS AND ATTENDANCE

**Course Progress:** The school will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled, at the end of each semester of enrolment. Students who have begun part way through a semester will be assessed after one full period of attendance. To demonstrate satisfactory course progress, students will need to achieve competency in at least 50% of units in any study period. If a student does not achieve competency in at least 50% of units studied in an assessment period, the Head of House will meet with the student to develop an intervention strategy for academic improvement. This may include; additional supervised study periods, tutorial assistance, and other intervention strategies as deemed necessary

A copy of the student's individual strategy and progress reports in achieving improvement will be forwarded to parents. The student's individual strategy for academic improvement will be monitored over the following semester by Head of House and records of student response to the strategy will be kept. If the student does not improve sufficiently academically and achieve satisfactory course progress by the end of the next assessment period, Haileybury will advise the student in writing of its intention to report the student for breach of visa condition 8202, and that he/she has 20 working days in which to access the school's internal complaints and appeals process.

The school will notify DEST via PRISMS of the student not achieving satisfactory course progress as soon as practicable where; the student does not access the complaints and appeals process within 20 days, or withdraws from the complaints and appeals process, or the complaints and appeals process results in favour of the school.

**Completion within expected duration of study (course progression):** As noted in above, the school will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled. Part of the assessment of course progress at the end of each semester will include an assessment of whether the student's progress is such that they are expected to complete their course within the expected duration of the course.

The school will only extend the duration of the student's study where the student will not complete their course within the expected duration due to; compassionate or compelling circumstances, student participation in an intervention strategy as outlined in 1e, an approved deferment or suspension of study has been granted in accordance with Haileybury's Deferment, Suspension and Cancellation Policy. Where the school decides to extend the duration of the student's study, the school will report via PRISMS and/or issue a new COE if required.

**Course attendance:** Satisfactory course attendance is attendance of 80% of scheduled course contact hours. Student attendance is; checked and recorded daily, assessed regularly, recorded and calculated over each semester. Late arrival at school will be recorded and will be included in attendance calculations.

All absences from school should be accompanied by a medical certificate, an explanatory communication from the student's carer or evidence that leave has been approved by the Head of Campus. Any absences longer than 5 consecutive days without approval will be investigated.

Student attendance will be monitored by the Head of House over a semester to assess student attendance by calculating the number of hours the student would have to be absent to fall below the attendance on a day-to-day basis. (Any period of exclusion from class will not be included in student attendance calculations.)

Students at risk of breaching Haileybury's attendance requirements will be counselled and offered any necessary support when they have absences totalling 90% of days during any assessment period fortnight.

If the calculation indicates that the student has passed the attendance threshold for the study period, Haileybury will advise the student of its intention to report the student for breach of visa condition 8202, and that he/she has 20 working days in which to access the school's internal complaints and appeals process. The school will notify DIAC via PRISMS of the student not achieving satisfactory course attendance as soon as practicable where; the student does not access the complaints and appeals process within 20 days, withdraws from the complaints and appeals process, the complaints and appeals process results in a decision for the school.

Students will not be reported for failing to meet the 80% threshold where; the student produces documentary evidence clearly demonstrating compassionate or compelling circumstances e.g., medical illness supported by a medical certificate, and has not fallen below 70% attendance.

The method for calculating 70% attendance is the same as that outlined above, on a daily basis. If a student is assessed as having nearly reached the threshold for 70% attendance, the Head of House will assess whether a suspension of studies is in the interests of the student as per Haileybury's Deferment, Suspension and Cancellation Policy. If the student does not obtain a suspension of studies under Haileybury's Deferment, Suspension and Cancellation Policy, and falls below the 70% threshold for attendance, the process for reporting the student for unsatisfactory attendance (breach of visa condition 8202) will occur as outlined in 3.h. – 3.i

### Definitions

- a) *Compassionate or compelling circumstances* - circumstances beyond the control of the student that are having an impact on the student's progress through a course. These could include:
- i) serious illness, where a medical certificate states that the student was unable to attend classes
  - ii) bereavement of close family members such as parents or grandparents
  - iii) major political upheaval or natural disaster in the home country requiring their emergency travel that has impacted on their studies
  - iv) a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports)
  - v) where the school was unable to offer a pre-requisite unit
  - vi) inability to begin studying on the course commencement date due to delay in receiving a student visa

For other circumstances to be considered as compassionate or compelling, evidence would need to be provided to show that these were having an impact on the student's progress through a course.

- b) *Expected duration* – the length of time it takes to complete the course studying full-time. This is the same as the registered course duration on CRICOS.
- c) *School day* – any day for which the school has scheduled course contact hours

## 10. POLICY ON THE RESOLUTION OF STUDENT GRIEVANCES

**Purpose:** The purpose of Haileybury's Complaints and Appeals Policy is to provide a student with the opportunity to access procedures to facilitate the resolution of a dispute or complaint. 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.

**Informal Complaints Resolution:** In the first instance, Haileybury requests there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint. Students should contact the student's teacher/Head of House/Head of Campus in the first instance to attempt mediation/informal resolution of the complaint. If the matter cannot be resolved through mediation, the matter will be referred to the Principal and Haileybury's internal formal complaints and appeals handling procedure will be followed.

**Formal Complaints Handling Procedure:** The student must notify the school in writing of the nature and details of the complaint or appeal. Written complaints or appeals are to be lodged with the Vice Principal.

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.

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 days from the date of notification in which to lodge a written appeal.

Internal complaints and appeals processes are available to students at no cost. Each complainant has the opportunity to present his/her case to the Vice Principal. Students may be accompanied and assisted by a support person at all relevant meetings. The formal grievance process will commence within 10 working days of the lodgement of the complaint or appeal with the Vice Principal. Once the Vice Principal 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. If the grievance procedure finds in favour of the student, Haileybury will immediately implement the decision and any corrective and preventative action required. Haileybury undertakes to finalise all grievance procedures within five working days. For the duration of the appeals process, the student is required to maintain enrolment and attendance at all classes as normal unless otherwise suspended through the process of a Disciplinary Process.

**External Appeals Process:** If the complaints procedure does not find in favour of the student or the student is dissatisfied with the result of the complaints procedure, he/she will be informed of the external complaints and appeals process available to them at minimal or no cost. The external body used for Haileybury's external complaints and appeals processes is an arbitrator nominated by the AISV.

### **Definitions**

- a) Working Day – *any day other than a Saturday, Sunday or public holiday during term time*
- b) Student – *a student enrolled at Haileybury or the parent(s)/legal guardian of a student where that student is under 18 years of age*
- c) Support person – *a friend/teacher/relative not involved in the grievance.*

## SCHOOL POLICIES

### 11. WITHDRAWAL, DEFERMENT, SUSPENSION OR CANCELLATION

**Deferment of commencement of study requested by student:** Haileybury will only grant a deferment of commencement of studies for compassionate and compelling circumstances. These include but are not limited to:

- i) illness, where a medical certificate states that the student was unable to attend classes
- ii) bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- iii) major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies
- iv) a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports).

The final decision for assessing and granting a deferment of commencement of studies lies with the Vice Principal. Deferment will be recorded on PRISMS depending on the students CoE status.

**Suspension of study requested by student:** Once the student has commenced the course, Haileybury will only grant a suspension of study for compassionate and compelling circumstances. These include but are not limited to;

- i) illness, where a medical certificate states that the student was unable to attend classes
- ii) bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- iii) major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies
- iv) a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports)

Suspensions will be recorded on PRISMS. The period of suspension will not be included in attendance calculations. The final decision for assessing and granting a suspension of studies lies with the Vice Principal.

**Assessing requests for deferment or suspension of studies:** Applications will be assessed on merit by the Vice Principal. All applications for deferment or suspension will be considered within five working days.

**Exclusion from class (1 – 28 days):** Haileybury may exclude a student from class studies on the grounds of misbehaviour by the student. Exclusion will occur as the result of any behaviour identified as resulting in exclusion in Haileybury's Behaviour Policy. Excluded students must abide by the conditions of their exclusion from studies which will depend on the welfare and accommodation arrangements in place for each student and which will be determined by the Vice Principal. Where the student is provided with homework or other studies for the period of the exclusion, the student must continue to meet the academic requirements of the course. Exclusions from class will not be recorded on PRISMS. Periods of 'exclusion from class' will be included in attendance calculations as per Haileybury's Course Progress and Attendance Policy.

**School initiated suspension of studies (28 days +):** Haileybury may initiate a suspension of studies for a student on the grounds of misbehaviour by the student. Suspension will occur as the result of any behaviour identified as resulting in suspension in Haileybury's Behaviour Policy.

Suspended students must abide by the conditions of their suspension from studies which will depend on the welfare and accommodation arrangements in place for each student and which will be determined by the Vice Principal. Students who have been suspended for more than 28 days are required to return to their home country by DIAC unless special circumstances exist (e.g. the student is medically unfit to travel). If special circumstances exist, the student must abide by the conditions of his or her suspension which will depend on the welfare and accommodation arrangements in place for each student and which will be determined by the Vice Principal. Suspensions will be recorded on PRISMS. The period of suspension will not be included in attendance calculations.

**Cancellation of enrolment:** Haileybury will cancel the enrolment of a student under the following conditions;

- i) Failure to pay course fees
- ii) Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) [Alternatively schools may decide that they will not cancel enrolment for this reason]
- iii) Any behaviour identified as resulting in cancellation in Haileybury's Behaviour Policy. Haileybury is required to report failure to maintain satisfactory course progress and failure to maintain satisfactory attendance to DIAC which will result in automatic cancellation.

**Complaints and Appeals:** Student requested deferment and suspension are not subject to Haileybury's Complaints and Appeals Policy. Exclusion from class is subject to Haileybury's Complaints and Appeals Policy. School initiated suspension, where the suspension is to be recorded in PRISMS, and cancellation are subject to Haileybury's Complaints and Appeals Policy. For the duration of the appeals process, the student is required to maintain your enrolment and attendance at all classes as normal. The Vice Principal will determine if participation in studies will be in class or under a supervised arrangement outside of classes. If students access Haileybury's complaints and appeals process regarding a school initiated suspension, where the suspension is recorded in PRISMS, or cancellation, the suspension or cancellation will not be reported in PRISMS until the complaints and appeals process is finalised, unless extenuating circumstances relating to the welfare of the student apply. Extenuating circumstances include;

- i) the student refuses to maintain approved welfare and accommodation arrangements
- ii) the student is missing
- iii) the student has medical concerns or severe depression or psychological issues which lead the school to fear for the student's wellbeing
- iv) the student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the student or others
- v) is at risk of committing a criminal offence, or
- vi) the student is the subject of investigation relating to criminal matters

The use of extenuating circumstances by Haileybury to suspend or cancel a student's enrolment prior to the completion of any complaints and appeals process will be supported by appropriate evidence. The final decision for evaluating extenuating circumstances lies with the Principal.

**Student Advice:** Deferment, suspension and cancellation of enrolment can have an effect on a student's visa as a result of changes to enrolment status. Students will be informed to contact the Department of Immigration and Citizenship for advice.

## 12. GOVERNMENT REGULATION

The education of international students at Haileybury is governed by the national Education Services for Overseas Students Act 2000 (ESOS).

The Australian Government wants overseas students in Australia to have a safe, enjoyable and rewarding place to study. Australia's laws promote quality education and consumer protection for overseas students. These laws are known as the ESOS framework and include the *Education Services for Overseas (ESOS) Act 2000* and the National Code.

**Protection for overseas students:** As an overseas student on a student visa, you must study with an education provider and in a course that can be found on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) at <http://cricos.DIAC.gov.au>. CRICOS registration guarantees that the course and the education provider at which you study meet the high standards necessary for overseas students. Please check carefully that the details of your course – including its location – match the information on CRICOS.

**Your rights:** The ESOS framework protects your rights, including:

- your right to receive, before enrolling, current and accurate information about the courses, fees modes of study and other information from your provider and your provider's agent. If you are under 18, to ensure your safety, you will be granted a visa only if there are arrangements in place for your accommodation, support and welfare.
- your right to sign a written agreement with your provider before or as you pay fees, setting out the services to be provided, fees payable and information about refunds of course money. You should keep a copy of your written agreement.
- your right to get the education you paid for. The ESOS framework includes consumer protection that will allow you to receive a refund or to be placed in another course if your provider is unable to teach your course.
- your right to know:
  - how to use your provider's student support services;
  - who the contact officer or officers are for overseas students;
  - if you can apply for course credit; when your enrolment can be deferred, suspended or cancelled;
  - what your provider's requirements are for satisfactory progress in the courses you study;
  - if attendance will be monitored for those courses;
  - what will happen if you want to change providers; and
  - how to use your provider's complaints and appeals process

**Your responsibilities:** As an overseas student on a student visa, you have responsibilities to:

- satisfy your student visa conditions;
- maintain your Overseas Student Health Cover (OSHC) for the period of your stay;
- meet the terms of the written agreement with your provider;
- inform your provider if you change your address;
- maintain satisfactory course progress;
- if attendance is recorded for your course, follow your provider's attendance policy; and
- if you are under 18, maintain your approved accommodation, support and general welfare arrangements

### Contact details

Who?	Why?	How?
Haileybury	For policies and procedures that affect you	Speak with the Assistant Dean of Students (International).  Go to Haileybury's website.
Department of Education Science and Training (DIAC)	For your ESOS rights and responsibilities	<a href="http://www.aei.DIAC.gov.au/esos">www.aei.DIAC.gov.au/esos</a>  ESOS Helpline +61 2 6240 5069  Email <a href="mailto:esosmailbox@DIAC.gov.au">esosmailbox@DIAC.gov.au</a>
Department of Immigration and Citizenship	For visa matters	<a href="http://www.immi.gov.au">www.immi.gov.au</a>  Phone 131 881 in Australia  Contact the DEPARTMENT OF IMMIGRATION AND CITIZENSHIP office in your country.