1. Admission

1.1 Admission to the School is determined by assessment of the student’s school reports and English ability. The School reserves the right to determine which year level the student will enter based upon this information.

1.2 An offer of a place is conditional upon the student attaining a level of English proficiency sufficient to study at the desired level. Commencement at the School will be at the Headmaster’s discretion.

1.3 Confirmation of the enrolment will be deemed by:
   1.3.1 an Application for Admission Form submitted with the non-refundable entry fee;
   1.3.2 a Confirmation of Booking Form submitted with the confirmation deposit;
   1.3.3 payment of pre-paid tuition fees for the first study period (one full semester of six months) and fixed charge to the School;
   1.3.4 payment of Overseas Student Health Cover at the current rate for the entire course period.

The School will provide a Confirmation of Enrolment Form to assist with the visa application, upon receipt of the above.

2. Fees

2.1 The School will provide a copy of the Fees and Expenses on application and with the written letter of offer. Fees and expenses are subject to change on an annual basis.

2.2 Accounts are sent for tuition fees in April and October. Tuition fees are always payable six months in advance, and payable within twenty-one days of the account being rendered, except for the second study period, when they must be paid two weeks prior to resuming the course. Three further miscellaneous accounts will be rendered during the year.

2.3 Accounts not paid by the due date may be charged the late fee.

2.4 All notifications of withdrawal from a course must be made in writing to the Headmaster. Notification of withdrawal after commencement of the course requires a full term’s notice otherwise half a term’s fees will be payable.

3. Refund Policy

3.1 The application fee and the non-refundable portion of the deposit are not refundable.

3.2 Overseas Student Health Cover will be refunded in full if not already paid by the School to the Health Fund on behalf of the student.

3.3 All fees must be paid in Australian dollars. Refunds will be reimbursed in Australian dollars and the payment sent to the applicant’s home country unless otherwise requested. Refunds will be paid to the person(s) who executed the Application for Admission and the Confirmation of Booking Form.

3.4 The School will refund within 28 days all monies paid except the amounts stated in Clause 3.1 above in the event that the student’s visa application is rejected by the Australian immigration authorities and the student or his parent can produce evidence to this effect.

3.5 The School will refund within 28 days all monies paid except the amounts stated in Clause 3.1 above in the event it is determined by the School prior to commencement that the student is unable to commence at the School in accordance with Clause 1.2 herein.

3.6 The School agrees to refund within 28 days of the receipt of written notice of cancellation by the parent or student prior to commencement, the pre-paid tuition fees, fixed charge and boarding fee if applicable, paid by or on behalf of the student less the amounts retained as detailed below -
   3.6.1 if the notice of cancellation is received four months prior to commencement date for the School year, the School shall retain $AUD500;
   3.6.2 if the notice of cancellation is received two months prior to the commencement date for the School year, the School shall retain $AUD1,250;
   3.6.3 if the notice of cancellation is received one month prior to the commencement date for the School year, the School shall retain $AUD2,500.
   3.6.4 No pre-paid tuition fees, fixed charge or boarding fee will be refunded if notice of cancellation is received within one month of the commencement of the School year.

3.7 This Refund Agreement and the availability of the complaints and appeal processes does not remove the right of the student to take further action under Australia’s consumer protection laws.

4. Guardian

4.1 All international students not living with a parent during their enrolment at Trinity must have a guardian who is over the age of 25 years and living in Melbourne. Parents may nominate a relative approved under the National Code of Practice or a person approved of by the School. Police clearance and Working with Children Check is necessary.

4.2 Parents may consent to the School arranging a suitable guardian. Ongoing costs will be incurred if a guardian is appointed by the School.
4.3 The appointed guardian must be in regular contact with the student and liaise with the School or attend meetings on matters relating to the student’s academic performance, pastoral welfare, medical decisions and attendance. The guardian is also expected to attend Parent/Teacher Interview Nights and Year Level Information Nights.

5. **Accommodation**

5.1 Students not living with a parent must live in School approved accommodation. The School may be able to offer a place in the Trinity Boarding House. Alternatively, students may arrange their own accommodation. Students are not able to live alone or with other students, by themselves. Homestay parents must be over the age of 25 years and police clearance and Working with Childrens’ Check is necessary. The School can also arrange homestay for the student if required. Placement costs may be incurred for this service and will be charged to the student’s account.

5.2 A student is obliged to give prior notification to the School of a change of living arrangements, address, or contact details.

5.3 If a student fails to maintain the School’s approved welfare and accommodation arrangements, the School may cancel the student’s enrolment.

6. **Attendance and Academic Progress**

The Department of Immigration and Citizenship (DIAC) Regulations require students to attend 80% of classes and achieve satisfactory course progress. The School will systematically monitor students for satisfactory attendance and course progress in accordance with School policies.

7. **Deferment or Suspension of Enrolment**

The School will only grant a deferment or suspension of studies for compassionate and compelling circumstances. These include but are not limited to:

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

8. **Cancellation**

If a student’s progress or performance is such that in the opinion of the Headmaster he is not benefiting from the academic courses provided by the School, the student may be advised to leave the School. The School reserves the right to cancel the student’s enrolment on grounds of unsatisfactory conduct, academic performance, attendance, or failure to obey the rules of the School and the student visa conditions. Students should be aware that deferment, suspension or cancellation of enrolment will impact on their student visa.

9. **Transfers**

9.1 International students are restricted from transferring from the School to another education provider for a period of six months. Students who wish to appeal to the School for a transfer prior to completing six months, must have -

- 9.1.1 written evidence that their parent or legal guardian supports the transfer;
- 9.1.2 written confirmation that the new provider will accept responsibility for approving the welfare arrangements if not being cared for in Australia by a parent or suitable nominated relative;
- 9.1.3 a valid enrolment offer from that provider.

9.2 The application for transfer will be considered by the School in accordance with the Transfer Request Assessment Policy and a decision given within ten working days.

10. **Complaints and Appeals**

If a student is not satisfied with any decision by the School which affects him he is able to discuss the dispute with his Head of Year or the International Student Coordinator who will assist with resolution of the matter. If he is still not satisfied he is able to put his concern in writing addressed to the Deputy Headmaster School Management, who will convene a meeting involving the Head of Year, the International Student Coordinator and other staff relevant to the issue. Complaints will be treated in confidence and with respect. Students have the right to be supported by another person at these meetings. Disputes will be dealt with as soon as practicable and a written statement provided setting out the reasons for the outcome.

Any issue which cannot be resolved internally may be referred to the Overseas Student Ombudsman www.oso.gov.au or phone 1300 362 072. This service is free and independent.

11. **Use of Personal Information**

Any personal information provided by a student to the School may be made available to Commonwealth and State agencies pursuant to obligations under the ESOS Act 2000 and the National Code. The School is required under s19 of the ESOS Act 2000 to inform DIAC of certain changes to a student’s enrolment and any breach of student visa conditions relating to attendance or satisfactory academic performance.

12. **Membership of the School**

12.1 Students on entering the School are required to become active members of the School community, to accept rules and regulations necessary for order and discipline.

12.2 An acknowledgement of visa conditions and regulations, and conditions of enrolment at the School must be signed by each student on commencement.

12.3 Students are expected in their work and extra-curricular activities, to contribute to the welfare of the School. In particular, they are required:

12.3.1 to participate in School activities and to play for School teams when selected;
12.3.2 to attend camps, to go on excursions and to participate in any other activities which form part of the School's program.

12.4 Students are not permitted to leave the School before the end of each term until the published closing date. Students returning to the School after holidays must join their classes on the dates fixed for resuming.

12.5 School uniform must be worn.

12.6 The School is an Anglican foundation, but welcomes students of all faiths. Students are required to participate in the religious life of the School.

12.7 A condition of entry to the School is that parents or guardians agree to abide by the regulations of the School.

12.8 In the event of any accident or illness to a student at the School or while participating in any school activity and the parent/s or guardian/s cannot be contacted, the parent/s or guardian/s hereby specifically authorize the School to arrange for all necessary immediate medical treatment and/or hospitalisation and to consent to any operative treatment including general or local anaesthetic.