

# INTERNATIONAL BUSINESS NOTICE 2019

855 Springvale Road Keysborough VIC 3173

+61 3 9904 6110 | admissions@haileybury.vic.edu.au | www.haileybury.vic.edu.au | ABN 34 004 228 906

Haileybury College CRICOS 00649C

Haileybury Girls College CRICOS 02993D

This document should be read in conjunction with Haileybury's Prospectus and Course Handbooks, which are available upon request from the Head of Admissions. 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 four campuses at Brighton, Berwick, City and Keysborough. The School is registered by the Victorian Registration & Qualifications Authority, and caters for boys and girls up to Year 12. It has a teaching staff of 400 and 4,000 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 provisional on receipt of the following:

- Application Form
- AEAS Test
- School Reports (translated)
- Reference.

Students from non-English speaking backgrounds are required to submit AEAS Test results with their application.

*Note: Haileybury operates a Parallel Education Model with separate schools for boys and girls co-located at the same campuses.*

## 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 Australian Curriculum up to Year 9 and then the VCE, both developed and supported by the Victorian Curriculum and Assessment Authority. Full details of the courses are available in the School's handbooks, published annually.

International students normally study at the Haileybury 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 Australian Curriculum, Haileybury uses a wide range of teaching and assessment methods, and is committed to small class sizes. 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 Haileybury. 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

# INTERNATIONAL BUSINESS NOTICE 2019

proficiency appropriate to the level of entry sought. At time of interview the School will arrange an English proficiency test and the student may require some ELICOS study before entry. Haileybury reserves the right to test any student before entry to ensure appropriate English levels are met. Students from non-English speaking backgrounds are required to submit AEAS test results with their application. Please see <https://aeas.com.au/> for further information. Please note the current fee to sit an AEAS Test is \$520 (subject to change).

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

- For international 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.
- International 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).
- International students transferring from overseas in Years 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)).

Please note that Haileybury is unable to accept any student transferring from another Australian school within their first six months of study, unless the student has obtained a letter of release from their current school.

Normally, international students below Year 10 (aged below 15) are not admitted to the School unless: (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 30 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 half 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 affected by the payment of a non-refundable, non-transferable Entrance Fee, currently set at \$1,950. This includes a fee of \$250 which is collected on behalf of the Old Haileyburians Association and provides life membership upon leaving School.

### ANNUAL FEES 2019

Year Level	Annual Tuition	Homestay (46 weeks if selected)
Preparatory	\$26,490.00	n/a
Years 1 & 2	\$29,605.00	n/a
Years 3 & 4	\$33,525.00	n/a
Years 5 & 6	\$37,120.00	n/a
Years 7 & 8	\$43,925.00	n/a
Years 9, 10, 11 & 12	\$44,340.00	\$23,760.00

**Notes:** Tuition Fees are charged in advance and cover one semester's (approximately 20 weeks) tuition. Homestay Fees (which are inclusive of GST) cover 46 week's accommodation in a School-approved Homestay family. Please note that fees may change from year to year. No student will be permitted to enter Haileybury while any fees remain unpaid.

## SIBLING ALLOWANCE

The following sibling discounts apply:

- 5% on tuition fees for the second sibling concurrently attending full time
- 10% on tuition fees for the third sibling concurrently attending full time
- 20% 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.

## ADDITIONAL CHARGES

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

## TEXTBOOKS AND CALCULATORS

Students should allow a further \$800 per year (subject to change) to purchase textbooks and regulation calculators (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 before a visa is issued. This is currently set at \$543.60 per annum and is subject to change. Haileybury can arrange cover through Medibank Private. Details can be supplied on request to the Head of Admissions.

## FEE REFUND POLICY

This refund policy applies to all monies paid to the School and includes any 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 the School, or applications for refunds, must be made in writing and submitted to the Head of Admissions.
- b. If the student changes visa status (e.g. becomes a temporary or permanent resident) she/he will continue to pay full overseas student's fees for the duration of that calendar year.
- c. Refunds will be reimbursed in Australian dollars. The payment is 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 Tuition Fees 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. Tuition Fees will be refunded on a pro-rata basis proportional to the amount of

time the student was studying, except where a non-refundable payment on behalf of the student has been made. If the student does not provide written notice of withdrawal and does not start on the agreed starting date, 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 detailed below.

- If written notice is received up to 10 weeks prior to commencement, the School will refund the Tuition Fee in full. However, it will be entitled to retain the Entrance Fee.
- If written notice is received less than 10 weeks prior to commencement of the course, 75% of the annual Tuition Fee will be refunded. The Entrance Fee will not be refunded.
- If written notice is received within six months after the commencement date, only one term's (or 10 weeks) tuition fees will be refunded from the annual Tuition Fee.
- If written notice is received more than six months after the commencement date 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 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 fees by the due date
  - 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 place, a full refund of fees paid will be made within 14 days of notification of cancellation. If for any reason the School is unable to continue offering a place after commencement, a full refund of fees paid, including for the portion already taught, will be made within 14 days of notification of the 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 while 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 \$A150 per week.

*\*In the state of Victoria, International Students are currently NOT eligible for student concession on all public transport. Therefore, International students must pay full fare on all public transport.*

## 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 Border Protection (DIBP). A Confirmation of Enrolment issued by the School is required for a Student Visa to be obtained. A copy of the Student Visa must be provided to the School when it is issued.

It is the family's responsibility to make all travel details so that the student arrives at least one day prior to 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, animals, 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, ADDITIONAL CARE AND WELFARE POLICY

All students under 18 years of age must have acceptable arrangements for their accommodation, support and general welfare for the duration of their student visa or until the student turns 18 (whichever happens first).

All students under 18 years of age have three options. They may either:

- a. Live in Australia with their parent or legal custodian
- b. Live in Australia with a relative over 25 years of age who is nominated by their parent or legal custodian
- c. Live in Australia under a welfare arrangement that has been approved by Haileybury (only available to students over the age of 15 and in Year 10 or above).

**Option A:** If the student's parent or legal custodian is providing welfare for the student during the student's stay in Australia this should be indicated on the visa application form. A parent, legal custodian or relative who will be the student's guardian may apply for a Student Guardian Visa and stay in Australia as the student's carer.

In this instance the School does not issue a Confirmation of Accommodation and Welfare (CAAW) letter and is not responsible for the student's accommodation, support and welfare arrangements for the duration of the student's visa or until they turn 18 years of age (whichever happens first);

**Option B:** If a relative living nearby is providing the welfare and accommodation for the student during their stay in Australia, the student's parents and/or legal custodians will need to give their permission for this arrangement and the relative must be nominated on the visa application form and be one of the following:

Brother or sister, stepbrother or stepsister, step-parent, grandparent, step-grandparent, blood related, aunt or uncle, step-aunt or step-uncle, niece or nephew, step-niece or step-nephew, spouse; and also be aged over 25 years of age, be eligible to remain in Australia until the student's visa expires or the student turns 18 (whichever happens first) and be of good character.

In this instance the School does not issue a Confirmation of Accommodation and Welfare (CAAW) letter and is not responsible for the student's accommodation, support and welfare arrangements for the duration of the student's visa or until they turn 18 years of age (whichever happens first);

**Option C:** Haileybury will organise welfare and accommodation arrangements with the assistance of our Homestay provider and additional care agencies. Please note that the minimum age of 13 for enrolment of an overseas student in homestay accommodation.

In this instance, the School will issue a CAAW letter which gives an undertaking to take full responsibility for the welfare and accommodation of the student. In assuming this responsibility, the School will approve appropriate accommodation, support and welfare arrangements for the student for the duration of the student's visa or until they turn 18 years of age (whichever happens first).

### ACCOMMODATION

Haileybury has appointed Bellcare International to assist in the management of all aspects of students' homestay 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.

Haileybury will arrange the Homestay accommodation. Homestay charges are currently \$23,760 (incl. GST) per annum. Please note that fees may change from year to year.

Homestay fees include:

- Accommodation for the period of up to four days prior to the official commencement of the school year and up to three days after the official end of the school year. Accommodation outside of these dates will not normally be permitted. Approval must be sought from the Business Manager if you require a variation.
- Written and photographic profile of Homestay family upon arrival in Melbourne
- Initial welcome and transport from the airport to meet their Homestay family, and up to eight airport transfers per year (note: 7 days notice required)
- Relocation (including transportation) to a new Homestay family if required.

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 family friend over the age of 30, but this will always be subject to the approval of the School. Approval will only be granted if that family friend becomes part of the Haileybury Homestay system and will be subject to an interview and inspection of the property (through Bellcare International). The cost of this is \$500. All residents at the property over the age of 18 will be required to hold valid a Working With Children Check.

No change to a student's Homestay arrangements can be made without the written approval of the Head of International Students. 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 and contact details on record at all times. This information can be requested by immigration authorities.

## **ADDITIONAL CARE**

Where a student is covered by a CAAW issued by Haileybury, the parents are required to appoint an additional care provider acceptable to the School (this requirement also applies to students over 18 years of age). This person must be either a member of the student's family (see option B) above for definition of acceptable family members) who is over 25 years and living in Melbourne or an additional care provider supplied by one of the following agencies with whom Haileybury has a relationship. The appointment must be made in writing.

### **International Student Alliance (ISA) Guardian & Welfare Services**

Suite 1, Level 1

108 Bourke Street

Melbourne 3000

T: +61 3 9663 2887

E: [info@studentguardians.com](mailto:info@studentguardians.com)

[www.studentguardians.com](http://www.studentguardians.com)

### **EduCARE Services Australia PO Box 826**

Mt Eliza, Vic 3930

T: +61 3 9787 3245

E: [Alison@i.net.au](mailto:Alison@i.net.au)

[www.esaonline.com.au](http://www.esaonline.com.au)

For all students covered by a CAAW issued by Haileybury, they must remain under the accommodation and welfare arrangements approved by Haileybury until:

- a. Haileybury receives proof that a registered provider has taken over responsibility for approving the student's accommodation, support and general welfare arrangements
- b. The student leaves Australia or turns 18 years of age
- c. The College reports that under Standard 5.1.d that it can no longer approve of the arrangements for the student.

## STUDENT WELFARE

The Head of International Students is the student contact officer for overseas students including accommodation matters and may be contacted on +61 3 9904 6930.

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 Head of International Students will assist international students in student welfare matters.

Haileybury also employs 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. Haileybury also employs a professional Careers Counsellor who provides assistance with study skills and advice of tertiary programs.

## CHILD SAFETY

Haileybury has zero tolerance for child abuse and is committed to the protection of all children from all forms of child abuse.

Our Child Protection Program is made up of work systems, practices, policies and procedures designed to maintain a child safe environment and to embed an organisational culture of child safety within the School community. The Program deals specifically with child protection issues and is designed to ensure compliance with the region's Child Safe Standards and related child protection laws.

## 7. INITIAL ORIENTATION

The student will meet with the Head of Campus, Head of International Students and Head of House before commencing school for a preliminary orientation to discuss subject selection, ELICOS arrangements (if necessary) and welfare matters. At the preliminary orientation, the student will normally be asked to do a mathematics test and an English test. On the student's first day, the student will be introduced to her/his Head of House, who will be responsible for conducting a full orientation in conjunction with her/his 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.

## 8. COURSE PROGRESS AND ATTENDANCE

### COURSE PROGRESS

The School will monitor, record and assess the course progress of each student for the subjects 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 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, Dean of Studies and Head of International Students 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. It is expected that all students attend after-school supervised study sessions up to four afternoons per week.

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 she/he has 20 working days in which to access the School's internal complaints and appeals process.

The School will notify DIBP 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 progress of each student for the subjects in which the student is currently enrolled. Part of the assessment of 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 subjects 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 subjects within the expected duration due to: compassionate or compelling circumstances, student participation in an intervention strategy, an approved deferment or suspension of study that 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 guardian, or evidence that leave has been approved by the Head of Campus. Any absences longer than three consecutive days without approval will be investigated.

## MONITORING

Student attendance will be monitored by the Head of House and Head of International Students 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.)

## ASSESSMENT PERIOD ATTENDANCE

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 she/he has 20 working days in which to access the School's internal complaints and appeals process. The School will notify DIBP 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, the student withdraws from the complaints and appeals process, the complaints and appeals process results in a decision for the School.

## OTHER ATTENDANCE REQUIREMENTS

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 and Head of International Students 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 above.

## OTHER ATTENDANCE REQUIREMENTS

- a. Compassionate or compelling circumstances—circumstances beyond the control of the student that are having an impact on the student's progress. 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.

## 9. 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 Business Manager. 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 her/his case to the Business Manager. 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 Business Manager. Once the Business Manager 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, she/he 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/guardian not involved in the grievance.

## SCHOOL POLICIES

### 10. 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:

- a. Illness, where a medical certificate states that the student was unable to attend classes
- b. Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- c. Major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies
- d. A traumatic experience which has impacted on the student (these cases should be, where possible, supported by police or psychologist's reports).

The final decision for assessing and granting a deferment of commencement of studies lies with the Head of Senior School. Deferment will be recorded on PRISMS depending on the students COE status.

#### SUSPENSION OF STUDY REQUESTED BY STUDENT

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

- a. Illness, where a medical certificate states that the student was unable to attend classes
- b. Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- c. Major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies
- d. A traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologist's 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 Head of Senior School.

## ASSESSING REQUESTS FOR DEFERMENT OR SUSPENSION OF STUDIES

Applications will be assessed on merit by the Head of Senior School. 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 Head of Senior School. Where the student is provided with homework or other studies for the period of the exclusion, the student must continue to meet academic requirements. 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 OR MORE)

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 Head of Senior School. Students who have been suspended for more than 28 days are required to return to their home country by DIBP 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 Head of Senior School. 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:

- a. Failure to pay fees
- b. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Alternatively schools may decide that they will not cancel enrolment for this reason.
- c. 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 DIBP, 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 her/his enrolment and attendance at all classes as normal. The Head of Senior School 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:

- a. The student refuses to maintain approved welfare and accommodation arrangements
- b. The student is missing
- c. The student has medical concerns or severe depression or psychological issues which lead the School to fear for the student's wellbeing
- d. The student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the student or others

- e. The student is at risk of committing a criminal offence
- f. 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.

## 11. GOVERNMENT EXPECTATION FOR STUDENTS

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 ESOS Act 2000 and the National Code.

Haileybury is regulated by the Victorian Registration and Qualifications Authority (VRQA). Students can contact VRQA at [www.vrqa.vic.gov.au](http://www.vrqa.vic.gov.au).

## 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.deewr.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.

If you wish to lodge an external appeal or complaint about a 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 [www.oso.gov.au](http://www.oso.gov.au) or phone 1300 362 072 for more information.

## 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

# INTERNATIONAL BUSINESS NOTICE 2019

- 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
- 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
- If you are under 18, maintain your approved accommodation, support and general welfare arrangements.

Personal information about a student may be shared between Haileybury and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition.

## 12. PRIVACY: STANDARD COLLECTION NOTICE

Haileybury collects personal information, including sensitive information about students and parents or guardians before and during the course of a student's enrolment at Haileybury. This may be in writing or in the course of conversations. The primary purpose of collecting this information is to enable Haileybury to provide schooling for your daughter/son and to enable them to take part in all School activities. Some of the information we collect is to satisfy Haileybury's legal obligations, particularly to enable it to discharge its duty of care. Certain laws governing or relating to the operation of schools require that certain information is collected and disclosed. These include relevant Education Acts and Public Health laws.

Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act. We may ask you to provide medical reports about students from time to time.

Haileybury from time to time also has to disclose certain personal information and sensitive information to others for administrative and educational purposes, including to facilitate the transfer of a student to another school. This includes other schools, government departments, medical practitioners, publications and people providing services to the School, including specialist visiting teachers, outdoor education professionals, coaches, volunteers and counsellors. If we do not obtain the information referred to above we may not be able to enrol or continue the enrolment of your child.

Personal information collected from students is regularly disclosed to their parents and guardians. Haileybury's Privacy Policy sets out how parents or students may seek access to personal information collected about them. However, there will be occasions when access is denied. Such occasions would include where access would have unreasonable impact on the privacy of others, where access may result in a breach of Haileybury's duty of care to the student or where students have provided information in confidence.

The Haileybury Privacy Policy also sets out how you may complain about a breach of privacy and how Haileybury will deal with such a complaint.

# INTERNATIONAL BUSINESS NOTICE 2019

On occasions, information such as academic and sporting achievements, student activities and similar news is published in school newsletters, magazines and on our website. Photographs of student activities such as sporting events, school camps and school excursions may be taken for publication in school newsletters, magazines and on our website. We will ask for your consent for inclusion of your child's name or image in these materials on enrolment. You can request that your consent be updated at any time.

As you may know, from time to time Haileybury engages in fundraising activities. The information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in Haileybury's fundraising activities solely for that purpose and to the Old Haileyburians Association, when the student leaves the School. Personal contact details are also issued to our uniform supplier, Noone Imagewear, so that they may contact you regarding uniform supplies.

We will not disclose your personal information to third parties for their own marketing purposes without your consent.

If you provide Haileybury with the personal information of others, such as doctors or emergency contacts, we encourage you to inform them that you are disclosing that information to the School and why, that they can access that information if they wish and that Haileybury does not usually disclose the information to third parties.

If your child's nationality is not Australian, Haileybury may verify their visa details with the Department of Immigration and Border Protection from time to time.