

Conditions of Placement

Tasmanian Government Schools

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*Students and their parents/guardians must read this document carefully **before** signing the letter of acceptance*

English language requirements for course entry

For international students, there is **no minimum** English language level required for entry into any Tasmanian Government Schools. Please refer to: <http://study.tas.gov.au/study/government-schools/>.

Payment and course offer conditions

- If GETI does not receive payment by the due date, you may have to pay a **late fee** of \$80.
- The cost of tuition detailed in this offer is accurate at the time of signing and applies to this offer only. Please note that tuition and other fees are subject to change and may vary from offer to offer.
- GETI's defined study period is 24 weeks.
- For course offers longer than 24 weeks, GETI requests that you pay 50% of the total tuition fees before beginning your course.
- Following amendments made to the *Education Services for Overseas Student Act 2000* (ESOS Act) in December 2015, persons responsible for paying the fees can choose to pay more than the minimum deposit requested. Please notify GETI if you wish to pay more than the requested fee.
- Where the course duration is 24 weeks or fewer, you must pay the full fees in advance.
- Future payments are due to GETI before the next study period begins.
- By accepting this letter's placement offer, you and your parents are entering into an agreement with GETI, for the duration of the program that is described in the Letter of Offer.
- Tuition fees are payable in advance.
- You must pay in advance homestay/administration fees that are set out in the offer letter.
- You must pay tuition fees as set out in the offer letter and future fee letters.
- Fees may be subject to annual increases.
- The tuition fee covers the cost of tuition only. You may also be required to purchase a uniform, text books and stationery when you begin at your school.
- Homestay fees may increase or decrease depending upon your arrival and departure dates.
- An administration fee of \$50.00/month (capped at \$300.00) is payable for each calendar year of study.
- The administration fee is non-refundable.

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- *In circumstances where the GETI administration fee is removed from the offer, and you subsequently withdraw from the course or have a visa application rejected, a fee of \$300 will be withheld by GETI from any refund.*
- If you wish to make a change to your enrolment after your course commences, you must apply for and receive an updated Letter of Offer. This may incur a fee of AU\$80.00. Any further changes that you initiate may incur a charge of AUD\$180.00 for every new Letter of Offer issued.
- For any proposed changes to proceed, GETI MUST receive a signed Student Acceptance Form for the updated course, along with any necessary payments.

Overseas Student Health Cover

- *Under the compulsory conditions of your Student Visa, you must join the Overseas Student Health Cover (OSHC) Scheme and maintain this cover for the duration of your visa while you are staying in Australia.*
- Before a Confirmation of Enrolment (CoE) can be issued, you must pay OSHC premiums in advance; and for the duration of the entire length of your student visa.
- You are responsible for renewing OSHC when it expires to guarantee the validity of your Student Visa.
- GETI refers students to the health insurance fund Medibank Private; however students may choose to join an alternative, OSHC-approved, health insurance fund if they prefer – sending GETI a copy of this insurance cover agreement.
- If you require more information about OSHC visit the Medibank Private website.

Refund Policy

- All approved refunds will be paid to the student's parents, unless an alternative has been requested by the parents in writing, and with a copy of this request being received by GETI.
- All refunds will be paid within 20 working days.
- Where a student initiates a course withdrawal, all education agent and administration fees are non-refundable.
- Where a student has attended any classes, a *pro rata* refund may be applicable.
- If fees have not been paid in full at the time of withdrawal, outstanding instalments may still be payable.
- Refunds for compassionate and compelling reasons can only be approved by GETI's Director.

Refunds for Student-Initiated Withdrawal

- Where GETI receives written notice of your withdrawal **14 days or more before the commencement of your course**, you may receive a refund of 80% of current, term tuition fees, and 100% of any future, term tuition fees that have already been paid.
- Where GETI receives written notice of your withdrawal **less than 14 days before the commencement of your course**, you may receive a refund of 50% of current, term tuition fees, and 100% of any future, term tuition fees that you have already paid.
- Where GETI receives written notice of your withdrawal **within 21 days after the commencement of your course**, you may receive a refund of 50% of the current term tuition fees, and 100% of any future term tuition fees that have already been paid.

- **After 21 days from the commencement of your course**, no refund of current term tuition fees is available. You may receive a refund of 100% of any future, term tuition fees that have already been paid.

Please note that where you can show compassionate and compelling reasons for your withdrawal, a variation to the refund policy may be possible. In such situations you would need to make a written application to the Director of GETI.

Refunds for other reasons

- If you are **not granted a Student Visa** by the Australian Government before you commence your course of study, 100% of all paid course fees will be refunded, less GETI's administration fees. To receive this refund, you will need to send a copy of the visa refusal letter to GETI.
- If you have already started your studies when you receive notification of your failed visa application (regardless of the visa type), a *pro rata* monthly rate will be deducted from your refund.
- In the unlikely event that the course of study which you have accepted cannot proceed, 100% of all paid tuition fees and GETI's administration fees will be refunded. No written request is required.
- If the course that you have chosen is cancelled or unable to be delivered, you will also be given the option of transferring to the same course at another school or college location (if available). In this case, fees already paid would be applied to the new course. *Such safeguards are guaranteed under the tuition protection service (TPS) in the ESOS Act 2000, which protects students (or intending students) from a provider's failure to start or finish making a course available to a student.*
- **Overseas student health cover (OSHC):** Where GETI receives written notice of your withdrawal 14 days before commencement of your health cover, 100% of this amount will be refunded. Where GETI receives your withdrawal notice less than 14 days before the date when your health cover begins (and any time after this date), your refund will be allocated on a *pro rata* basis, as determined by your health care provider.

Tuition fees will **not** be refunded in whole or part if your enrolment is cancelled, deferred or suspended, **except** where the Director of GETI determines that there were compelling or compassionate reasons.

The unused portion of Homestay fees will be refunded if a student moves into independent accommodation, or withdraws from a course, or transfers to another provider. In such an event, the student may also be eligible for an OSHC refund.

Please complete a Request for a Refund form within 90 days of the action that has led to your refund request and address this to:

Government Education and Training International,
Department of Education,
GPO Box 169,
Hobart, Tasmania, Australia 7001
Ph +61 (0)3 6165 5727 Fax +61 (0)3 6233 7839
Email: info@geti.tas.gov.au

Deferment, Cancellation or Transfer of Enrolment

Deferment of Enrolment

Your enrolment may be deferred at any time during your course of study.

- Deferring Program Start – if there are delays in the approval of your visa, GETI will, on request, issue an amended Letter of Offer or Confirmation of Enrolment. This deferment will not result in visa non-compliance.
- GETI must approve any leave to be taken during scheduled term times. Approval will be based on evidence of compelling or compassionate reasons. You should be aware that **leave without approval** may have an impact on visa compliance.

Cancellation of Enrolment

Your enrolment may be cancelled for the following reasons:

- you and your family may decide to withdraw from your course and return home; or
- you exhibit ongoing, serious misbehaviour, have poor attendance, make unsatisfactory course progress or do not pay your fees.

GETI reserves the right to cancel the enrolment of a student whose progress or attendance falls below the standards required by the *Education Services for Overseas Students (ESOS) Act 2000*; in such a situation no refund of fees would be given.

If your enrolment is cancelled, you will be informed in writing and will have 20 working days to access the Complaints and Appeals process if you wish to contest the cancellation.

Transfer of Enrolment

If you wish to transfer to another provider within the first 6 months of your enrolment in a GETI school, you will only be supported where:

- the course you are enrolled in is not suitable and your desired course is not offered by GETI;
- guardianship is moving to an interstate relative;
- your parents wish to move you into a school boarding arrangement;
- your parents wish to have all siblings in the same school; or
- waiting for the expiry of the required, 6-month period would significantly disrupt your education.

If an application for transfer is not supported, you may access the Complaints and Appeals process.

Please note:

- Deferment, suspension, cancellation or transfer of enrolment may have an impact on your student visa.
- GETI must report student withdrawal or default within 5 business days.
If you wish to transfer from GETI to another education provider, the new provider will need to contact GETI to negotiate the handover of welfare responsibility so that there is no gap in the appropriate Accommodation and Welfare arrangements for students under 18.

Accommodation

The following conditions apply to accommodation provided for students by GETI.

- Students must remain in homestay placements that have been approved by GETI.

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- GETI must be consulted on all matters relating to international student accommodation, before any changes are made.
- Students **must respect the rules and conventions of their host family** household.
- Students are required to give two weeks' notice to GETI, or pay two weeks' homestay fee if they wish to leave.
- Students, 18 years and over, who wish to move into independent accommodation (such as a share house or flat) must apply to GETI. GETI will inform parents in writing before any such moves will be supported. GETI reserves the right to make the final decision on these matters in light of all the available information at hand.
- Homestay fees are non-refundable where the student decides to return to their home country during the term or term-break.
- Homestay fees are subject to increases.
- Any changes to Homestay arrangements requested by the student and which GETI deems to be unnecessary, may incur a fee of \$80.00. Applications to change homestay arrangements must be sent in writing to GETI's Homestay Coordinators for review.
- If GETI is unable to adequately support a student with a reasonable level of care, the student's parent/guardian may be required to take over welfare responsibilities, or the student may have to return home.
- Where a Homestay host intends to travel away from home without their homestay student, this student when 18 years and over will need the written consent of their natural parents to remain in the home unsupervised. If this permission is not given, the student will need temporary accommodation arrangements to be provided, as for students under 18. In each case GETI reserves the right to make the final decision on these matters in light of all the available information at hand.

Residential Address

- If you are over 18 and living independently, or if you are living with a guardian, you must ensure that you inform GETI of your address, including any changes to this address.

Holiday Travel Arrangements for Students

- **All students** regardless of age who wish to travel away from their approved homestay during school holidays will need to inform GETI **before** they leave.
- **All students** regardless of age should complete a 'Leave Advice' form before departure; this form can be obtained from the GETI office and the student's school.
- Students are required to keep their Homestay informed of any and all travel arrangements, including departure and arrival dates and times.

For all students regardless of age, approval will only be given where:

- natural parents have provided written approval (via email);
- students will be staying with a blood relative or approved carer over the age of 21 (note: the approval process can take about 2 weeks);
- the name, address and contact details for the family member or approved carer, who will be taking care of the student, have been provided.

This requirement will only be waived where the student is travelling with their approved Homestay Host or is taking part in an approved school excursion.

Driving a Motor Vehicle

You should note the following requirements regarding driving motor vehicles while enrolled as a student in a Tasmanian government school.

- GETI's Tasmanian International Students under the age of 18, who are in a Tasmanian government school, cannot drive or own a motor vehicle in Tasmania.
- Under no circumstances will an International Student be allowed to own or drive a motorbike.
- International Students who are 18 years of age and wish to drive a car in Australia must apply to the GETI Office for approval. This application has to give compelling reasons for such approval being required while the student is studying.
- Where such permission is granted, the applicant must then apply to gain a Tasmanian driver's licence and abide by the road rules of Tasmania.

Student Visa Conditions

If you fail to comply with the conditions attached to your Student Visa, the Department of Immigration and Border Protection (DIBP) may cancel your visa; and you would then be required to return to your home country. Schools and GETI monitor the following visa conditions. GETI is obliged to inform DIBP if you are found to be in breach of these conditions:

Attendance

GETI expects you to attend all of your classes, and your attendance will be regularly monitored. GETI is required to advise DIBP if your attendance falls below 80%.

Course Progress

To maintain satisfactory course progress, you must:

- actively participate in all aspects of your school program to the best of your ability;
- comply with the code of conduct and related policies (including computer and mobile phone use) that set the behavioural standards at your school *;
- undertake and complete the work set for you by your teachers;
- show improvement in English language in reading, listening, writing and speaking;
- show improvement in learning across your program; and
- (for year 11/12 students), be on track to achieve your course goals by the end of the school year.

If you are not meeting these requirements your school will offer support.

* All government schools have policies outlining **unacceptable student behaviour**, which include:

- *refusing to participate in the education program;*
- *disobeying instructions that regulate the conduct of students;*
- *conduct likely to significantly impede the learning of the other students at the school;*
- *acts detrimental to the health, safety or welfare of that school's staff or students;*
- *behaviour that causes, or is likely to cause, damage; and*

- *actions likely to bring that school into disrepute.*

Financial Obligations

You must keep the payment of your tuition fees up to date. Failure to do so may have an impact on your student visa.

Permission to Work

A student visa with permission to work allows you to do paid work for a maximum of 40 hours per fortnight during the term or semester; but students may work full time during holidays.

If you fail to meet your attendance, academic progress, financial or behavioural requirements, GETI will write to inform you that it will be advising the **DIBP**. In such an event you will have 20 working days to access the Complaints and Appeals process if you wish to contest GETI's decision.

Australian Government protection for international students

At GETI we want our students to have a safe, rewarding and enjoyable time in Tasmania. Students studying in Australia on student visas are protected by the *Education Services for Overseas Students (ESOS) Act* and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students*. The ESOS Act protects international students by setting consistent standards for education providers; and by providing consumer protection for students.

No matter where you are studying in Australia, international students are protected by the ESOS Act. You can find out more from the Australian Department of Education and Training.

Use of Personal Information – obligations under the ESOS Act 2000 and the National Code

Please note that:

- GETI collects relevant student information during the enrolment process and throughout the student's program.
- Unless required by legislation, this information will not be shared without student consent.
- GETI may be required to pass on personal information provided by you to other Commonwealth and State agencies.
- GETI is required to tell the Australian Department of Education and Training about certain changes to your enrolment and any breach by you of a student visa condition relating to attendance or satisfactory course progress.
- Student information is made available to the nominated health insurance fund provider.

Please note that GETI is also bound by the strict privacy rules of the Tasmanian Department of Education's *Personal Information Protection Policy* under which the Department is responsible as custodian for the collection and handling of students' personal information as required by Tasmania's *Personal Information Protection Act 2004*.

Complaints and Appeals

If you are dissatisfied with decisions that have been made by your school or GETI, please speak about this with the student contact person in your school or the Director of GETI. Most complaints can be resolved informally.

If you are dissatisfied with the way your complaint has been dealt with informally, you may access the formal, internal Complaints and Appeals process in your school. To do this, you would need to draft and send a letter to the Principal, explaining your grievance and providing detailed reasons to reconsider the decision taken.

If you remain dissatisfied with the way your issues have been assessed and addressed, you may appeal in writing to the Director of GETI. This request must:

- detail the complaint and the decision that was made; and
- ask for a review of that decision.

If you are not satisfied with the result or the conduct of the complaints process, you may contact the Tasmanian Ombudsman on 1800 001 170. For further information about the Ombudsman, please see <http://www.ombudsman.tas.gov.au/>. There is no cost to access this service and your enrolment will be maintained while the complaint is ongoing.

This agreement, and the availability of the Complaints and Appeals processes, do not remove your right to take action under Australia's consumer protection laws.