



11. CONDITIONS OF ENROLMENT

11.1 Contract

The offer by The Pittwater House Schools Ltd (the School) to reserve a place for the student and the payment of fees to secure that place creates a binding contract between the applicant and the School.

11.2 Expectations

Students enrolled at the School are expected to be motivated to high achievement, to wear the uniform with pride, to be well groomed, to wear a conservative hair style, to participate fully in the life of the School, to attend classes regularly and punctually and to conform to the discipline policy of the School.

11.3 Fees and Charges

All fees and charges are payable in Australian Dollars (AUD\$) prior to commencement of the program in accordance with the Tuition and Student Services Fees for International Students published on www.pittwaterhouse.com.au. Fees quoted on the Provisional Letter of Offer and Acceptance Agreement are current at the time of offer, therefore they are an indication only of the amount due. Note that fees often increase at the beginning of each calendar year. Payment of fees to secure a place for a student will be credited to the families School account and invoices will be issued with the correct rate at the time of commencement.

11.4 Confirmation of Enrolment

'Confirmation of Enrolment' will be issued after payment of fees outlined on the Acceptance Agreement.

11.5 Refunds and Cancellations of Enrolment

- i. The following procedures are in accordance with The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (The National Code 2007).
- ii. The \$500 Enrolment Fee is not refundable.
- iii. All other fees paid will be fully refunded if the student fails to meet the required English levels or fails to be issued with a student Visa to study at the School and produces documentary evidence to that effect from the Australian immigration authorities. This refund is payable within 28 days of receipt of written application.
- iv. Where written notification of cancellation of the enrolment is received by the School prior to commencement of the program the following policy applies:
 - a. Cancellation 10 weeks or more prior to commencement - Enrolment Fee + 15% of first year's tuition fee to be retained by the School.
 - b. Cancellation within 10 weeks prior to commencement - Enrolment Fee + 35% of first year's tuition fee to be retained by the School.
 - c. Cancellation after commencement date - no refund.
- v. Ongoing enrolments: Where written notification of cancellation of the enrolment for a subsequent year of schooling is received by the School prior to commencement of the program for that year the following policy applies:
 - a. Cancellation 14 weeks or more prior to commencement - no tuition fee to be paid to the School.
 - b. Cancellation within 14 weeks prior to commencement of the study period for that year - 35% of the year's tuition fee is payable to the School.
 - c. Cancellation after commencement date - full years tuition is payable to the School.
- vi. Where a refund is given and a commission to an Agent has been paid the amount of commission will be deducted from the refund.
- vii. Full refunds (including the Enrolment Fee and Tuition Fees paid) will be made if the School fails to commence the course of study for which the student has applied.

viii. There are no refunds for pre-paid extra services where the School has forwarded payment to other service providers. School uniform items may be returned if not worn and with proof of date of purchase.

ix. Dispute resolution processes do not circumscribe the student's right to take further action under Australia's consumer protection laws.

11.6 Enrolment, Suspension and Expulsion

- i. In line with Federal Government rulings a student must stay with their initial course provider for at least 6 months.
- ii. The student will attend punctually all lessons, classes and examinations and submit all assessment tasks for the courses in which the student is enrolled.
- iii. Australian education regulations apply regarding student attendance.
- iv. The student will abide by the rules and regulations (as defined in the International Student Handbook) at all times.
- v. The Principal (or their delegate) reserves the right to suspend or expel any student who fails to meet (without good reason) the requirements of Clause 6 OR whose acceptance to the School was based on false documentation OR non-disclosure of past bad behavior or criminal record.
- vi. Where circumstances permit the School will inform the student, parent and / or guardian that the student is in danger of suspension / expulsion so as to allow the student the opportunity to make good.
- vii. In the event that a student is expelled any refund is entirely at the discretion of the School.

11.7 Complaints and Appeals Policy

- i. In the event of a dispute between an individual student and the School relating to the code of conduct, attendance, quality of service or teaching, or the payment or refund of fees, procedures to facilitate the resolution of the dispute are outlined in the International Student Handbook.
- ii. The School's dispute resolution processes do not circumscribe the student's right to pursue other legal remedies. For details refer to The National Code 2007.

11.8 Guardianship

- i. All students must have a guardian who is over 21 years of age, resident of Sydney and who is readily accessible to the School at all times. If your family does not have a suitable person willing to act as guardian then the School can arrange this service.
- ii. Where students are being placed in a homestay arrangement the homestay parents will also be screened at the students expense and approved as the student's guardian.
- iii. Agents will not be approved as a Guardian or emergency contact for any international student.

11.9 Accommodation

- i. Students may elect to stay with legal family members (proof of relationship through the provision of birth certificates and legal documentation may be requested) or a homestay family approved by the School's appointed homestay provider, Oz Homestay (www.ozhomestay.com.au). Homestay is available for students entering Years 9, 10 and 11 only.
- ii. The School will not permit students to provide for themselves regardless of age. All students, including those who are 18 years or over, are required by the School to reside with an approved Guardian or Homestay Parent whilst attending the School.
- iii. All Homestay accommodation providers will be subject to an annual inspection by Oz Homestay on behalf of the School at the student's expense.



- iv. Agents will not be approved as a Homestay Parent or Guardian for any international student.

11.10 Entry Requirements

- i. For entry into any program the student must have completed the relevant studies overseas.
- ii. Students will not be accepted if the age on graduation of the Year 12 Higher School Certificate will be greater than 20 years.
- iii. Students must submit an International Application for Enrolment Form along with the required documentation as stated on the International Application Checklist.
- iv. Students will not be admitted unless the required English level or higher as stated below has been achieved:-

Year 9, 10 and 11 - Upper Intermediate (AEAS 61-70 or IELTS 5.5)
Year 7 and 8 - Intermediate (AEAS 46-60)
Year 2 to Year 6 - Pre-Intermediate (AEAS 36-45)
ECC, Kindergarten and Year 1 - at the discretion of the School
- v. Where a student is undertaking an English course in Australia to acquire the language skills necessary prior to attending the School, proof of graduation or successful completion of the English course must be produced prior to commencement of studies at the School. If the required level is not achieved the students enrolment will be deferred or cancelled. Deferment of an application is at the discretion of the Schools Admissions Board. Students entering Year 11 are unable to be deferred and their application will be cancelled.

Where an English course is required prior to commencing study at the School, enrolment with one of our preferred providers will be looked upon favourably by the Pittwater House Admissions Board. A list of our preferred English Colleges can be found on our Website.

11.11 Pre-requisites

Note carefully that certain courses require previous study. The School requires evidence such as school reports to ensure students have completed the required number of years prior to entry in a year or course. Note there are minimum levels of English proficiency required for most courses.

11.12 Attendance

International students on a student visa must not be absent for more than 20% of the course program. The National Code 2007 requires the School to calculate attendance rates continuously.

11.13 Medical Consent

In circumstances where the student requires urgent medical attention and it is not possible to communicate with the parent / guardian the School is authorised to arrange appropriate medical treatment in accordance with the advice of qualified medical practitioners.

11.14 Variation to Terms of Contract

Any variations to the terms and conditions of this contract must be in writing and signed by an authorised officer of the School.

11.15 Privacy Statement

- i. The School collects personal information, including sensitive information about students and parents or guardians before and during the course of a student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide schooling for your son / daughter.
- ii. Some of the information we collect is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care.

- iii. Certain laws governing or relating to the operation of schools require that certain information is collected. These include Public Health and Child Protection laws.
- iv. Health information about students is sensitive information within the terms of the National Privacy Principles under the Privacy Act. We require medical reports about students from time to time. If you do not consent to us obtaining this information you must advise us.
- v. The School from time to time discloses personal and sensitive information to others (sports coaches, other schools, government departments, medical practitioners and people providing services to the School, including specialist visiting teachers, music tutors and volunteers).
- vi. If we do not obtain the information referred to above we may not be able to enrol or continue the enrolment of the student.
- vii. Personal information collected from students is regularly disclosed to their parents or guardians. On occasions personal and group achievements, results and contributions are published in the School newsletters, magazines and the web site.
- viii. Parents may seek access to personal information collected about them and their son / daughter by contacting the School. Students may also seek access to personal information about them. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the School's duty of care to the students or where students have provided information in confidence.
- ix. As you may know the School from time to time engages in fundraising activities. The information received from you may be used to make an appeal to you. The School will not disclose the personal information collected to third parties for their own marketing purposes without your consent.
- x. If you provide the School with the personal information of others, such as doctors or emergency contacts, you should inform them that you are disclosing that information to the School and why, and that they can access that information if they wish and that the School does not usually disclose the information to third parties.

11.16 Notification of change of address

- i. International students on student visas are required to notify the School of their residential address in Australia within 7 days of arriving in Australia.
- ii. International students must apply to the School using the appropriate form if they intend to change their residential address. This form is available on www.pittwaterhouse.com.au under Policies and Procedures.
- iii. Students may not move residence until after the application has been approved and all required checks have been completed by Oz Homestay on behalf of the School. When a request is made to change residence all costs associated with checks completed by Oz Homestay are the responsibility of the student and will be billed directly to their account.

11.17 Parent / Guardian Agreement and Indemnity

I understand and accept the Conditions of Enrolment at The Pittwater House Schools Ltd. I further agree to give permission for my son / daughter to attend and participate in activities organised by the School. I understand that every reasonable care will be taken of my child but in the event of any accident occurring I shall not hold the School responsible or any other person liable, except where negligence on the part of any employee of the School is proven in a court of law in Australia.

11.18 Right of Action

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.