



ADELAIDE
INTERNATIONAL
SCHOOL

ENROLMENT TERMS AND CONDITIONS

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1. Application / Enrolment

When making application to AIS you are required to provide all relevant documentation as specified on the application form. These include:

- certified copies of previous academic results
- school reports
- passport.

These documents are assessed to ensure all the prerequisites have been achieved for the intended course of study. AIS reserves the right to make recommendations or alterations to a student's course of study where the student has not achieved the required standards, or it is considered that the student is unlikely to be successful in the desired course of study.

AIS also reserves the right to cancel a student's enrolment, at any time, should documented evidence be provided that identifies that the student has committed serious or significant inappropriate conduct/behaviour, including, but not restricted to, physical or sexual violence, abuse, alcohol, or substance abuse.

2. Name Change

Students must provide legal evidence (for example a declaration from a lawyer) if any official documents (including birth certificate, academic results, or other relevant documents) show a name which is different from the one that used on your application form.

3. Contact Details

If you change any of your contact details, including your current address, you must notify AIS within seven (7) days of the new address. AIS is required to update the Department of Home Affairs if any changes of address occur.

4. International Student Visas

International students who wish to study at AIS must ensure that their student visa is kept up to date. For more information, please check the Department of Home Affairs web site at <https://www.homeaffairs.gov.au/> . Students are not permitted to undertake part time study while on a student visa.

5. Recognition / Credit

Students seeking recognition or credit towards the South Australian Certificate of Education (SACE) for previous study undertaken in their home country, must apply to the SACE Board for that course result to be recognised. Please refer to www.sace.sa.edu.au . AIS Staff are available to assist in this process.

The SACE Board is the sole decision-maker in relation to any recognition or credit that may be granted.

6. Payment of Course Fees

The required fee is payable on acceptance of the AIS offer of enrolment and after the enrolment agreement has been signed by the parents or legal guardian of the student.

Fees for all courses are payable at least one (1) Semester in advance and will not be more than 50% of the total tuition fee.

However, students/parents may choose to pay more than 50% in advance. This may suit students / parents who:

- Want to be able to take advantage of favourable exchange rates
- Prefer to have the convenience of paying only once.

Late payment of fees will result in an additional \$250 fee being charged or you may lose your enrolment place in the course.

AIS reserves the right to review its fees from time to time. Students should check the fee details prior to making payment.

A schedule of the current fees is available on the AIS website or by request from AIS.

Fees are payable in Australian Dollars and GST is charged if applicable.

7. Protection of Fees

Payments made by students, prior to the commencement of the course(s) a student is enrolled in, are deposited into a special AIS Student Fees Account.

Fees paid by international students for the Overseas Student Health Cover (OSHC) are deposited into the AIS Student Fees Account and withdrawn and paid to the relevant Health Insurance Fund prior to the arrival of the student in Australia. Confirmation of the payment is made to the student or parent/guardian.

AIS contributes to the Tuition Protection Service (TPS). The purpose of the Fund is to protect the interests of overseas students and intending overseas students of registered providers by ensuring that the students are provided with suitable alternative courses, or have their course money

refunded, if the provider cannot provide the courses that the students have paid for. Further information about the TPS is available at: <https://tps.gov.au/>

8. Withdrawal or Transfer of Student by the Parent or Guardian

Definitions:

- **Deferral:** This refers to postponement of the commencement of an international student's enrolment in a CRICOS registered course. It can also mean a temporary freeze on enrolment at the school's and family's mutual agreement.
- **Suspension:** Refers to the temporary delay of enrolment after coursework has commenced
- **Withdrawal:** -Where parents or the student wishes to withdraw from enrolment.
- **Transfer:** -Refers to the situation where a student wishes to transfer from AIS to another academic institution
- **Cancellation:** Refers to AIS terminating the enrolment of the student.

AIS-Initiated Suspension or Cancellation:

AIS may suspend or cancel enrolment due to:

- Student misbehaviour
- Failure to pay fees in accordance with the written agreement
- Breach of course progress such as adequate attendance to course

Procedural Safeguards

If AIS initiates suspension or Cancellation:

- The student will receive written notice of the intent to cancel or suspend enrolment stating the reason(s).
- In the event of cancellation of enrolment the student has 20 working days to appeal through AIS Complaints & Appeals policies, in line with standard 10 of the National Code 2018.
- No change will take effect until the internal appeals process is completed unless the student's or others' health or wellbeing is at risk.
- If approved, AIS will notify PRISMS under section 19 of the ESOS Act.

Visa Advice and Compliance

- Students and their families are informed that deferment, suspension and cancellation may affect their student visa
- AIS ensures that reporting obligations via PRISMS are met for enrolment changes.

Transfers:

Transfers from AIS to other education provider can be made once the student has completed 6 months of the course from the commencement date on the Agreement and Acceptance of offer form.

Students must complete a Transfer request form and provide AIS with a Condition of Offer from their chosen education provider that they are moving to.

If the student is under 18, they must have signed approval of their parent/guardian.

If the student is under 18 they must retain their current welfare arrangements as approved by AIS until the Transfer date to the new institution arrives. Alternatively, the student must return to their home address and reside with their parents/guardians until the date of the new course commences with the new provider. It is the responsibility of the student and the family to arrange new welfare arrangements that are compliant with the new course provider from the date of commencement of the new course.

If a student has commenced their course of study at AIS, Parents/Guardians must provide

- at least ten (10) weeks' notice (one school term) for the withdrawal of enrolment for the student;

OR

- ten (10) weeks' notice if the student is intending to transfer to another institution to continue their education.

If AIS is notified that a student will be withdrawn before the end of a school semester, no fees will be refunded for the remainder of the semester that the student is no longer attending AIS.

Additionally, the Australian ESOS (Education Services for Overseas Students) Framework does not permit a student to transfer to another educational institution within the first six months of a student commencing at their first school in Australia. According to ESOS, the first six months is calculated as six calendar months from the date an overseas student commences their principal course. AIS follows this government framework.

9. Withdrawal of enrolment by AIS on compassionate Grounds

Under certain circumstances, AIS may consider that it is in the student's best interest to return to their family in their home country, prior to completion of the first six months of education at AIS

OR at some other stage during their course of study. This decision will be made by AIS, on compassionate grounds after consultation with the family.

Under these circumstances, fees will not be charged for the period of tuition that has not been completed

10. Cancellations and refunds

By forwarding the enrolment application form you are automatically bound by the conditions of AIS's refund policy. An acceptance of an offer of a placement in a course automatically binds students to the terms and conditions as advised.

AIS refund policy

This policy applies to both commencing and re-enrolling students. All requests for a refund must be submitted on a Refund Request Form to the Principal and must be accompanied by official documentary evidence of the grounds for the request. Enrolment fees, homestay placement fees, airport pickup fees and material fees are not refundable, except where it is specifically mentioned.

Please read this section carefully.

Table of Refunds and conditions

Scenario	Refund
Enrolment Fee (\$400)	Non-refundable
ICT / Material / Uniform Fee (may change without notice due to price increases from related suppliers) classified as <i>"other non-tuition fee"</i>	Non-refundable after commencement date
Visa refused prior to course commencement where there has been NO Fraud Detected in the application	Full refund of tuition fees paid less \$250 administration fee
Visa refused prior to course commencement where there is Fraud Detected in the application and/or accompanying documentation	No Refund
Visa cancelled due to actions of the student	No refund
Course withdrawn by AIS	Full refund including enrolment fee
AIS is unable to provide the course for which the original offer was made	Full refund
Visa extension is refused	Refund of unused portion of tuition fees
Failure to pay invoice by the due date will occur late payment fee	\$250
Withdrawal at least 28 days prior to agreed start date (other than Visa refusal reason)	Refund of paid tuition fees for first term less 10% administration fee

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Withdrawal less than 28 days prior to agreed start date	Refund of 80% of paid tuition fees for first term less 10% Admin Fees
Withdrawal after the agreed start date	No refund
Withdrawal from study after commencement of the school semester (including where there has been low or no attendance)	No refund of fees for the unused portion of the semester.
Withdrawal from study and where fees have been pre-paid for terms not yet commenced	Refund of unused tuition fees paid in advance by the student for the subsequent terms – less a 10% administration fee.
Please Note: * Refunds granted are related to tuition fees paid to AIS in advance and not related to fees paid such as education agent's fees and Health Insurance.	
<i>A Notification of Withdrawal from Studies</i> form must be received by the Principal at least four (4) weeks prior to the commencement of the course.	
* <u>No refunds will be paid to a third party.</u> All refunds will be made by Direct Bank Transfer to the account of the person who made the original payment(s) within twenty-eight (28) days of receipt of application for refund.	
* AIS dispute resolution processes do not void the student's right to pursue other legal remedies.	
* This agreement does not remove the right of either party to take further action under Australia's consumer protection laws for unpaid and overdue fees.	
The refund policy is subject to review from time to time.	

11. Academic Progress requirements

Enrolment, if granted, is subject to the continuous successful academic progress required of the student. The student needs to perform to at least the standard identified by either AIS or the SACE

Board to continue to be enrolled in the course(s) offered by the AIS. Visas issued to students by the Australian Government require that students maintain satisfactory academic performance during the entire duration of the course. AIS monitors academic progress closely and takes action to advise and assist students to maintain the required academic standards.

12. Attendance Requirements

There are strict attendance requirements for all study at AIS. Student visas require that the students always attend as per course requirements and maintain a minimum of 80% attendance. Failure to meet these requirements will result in notification to the Australian Government. AIS monitors student

attendance closely and takes action to

advise and assist students to maintain the required attendance levels.

13. Deferment and Extension of Study

Deferment

All requests for deferment must be received in writing. If a student wishes to defer the commencement date of study, AIS will hold the fees paid until commencement. Commencement of a course later than the scheduled commencement date may result in a later completion date and may impact a student's VISA requirements. If the student subsequently withdraws the conditions of the Refund Policy will apply.

Extension of Study

If AIS deems that the student will not complete the course within the expected course duration (as specified on the student's Confirmation of Enrolment), extension of study will only be granted if:

- There are compassionate or compelling circumstances (eg illness, where a medical certificate states that the student was unable to attend classes, special family circumstances or if AIS is unable to offer the subject(s) required for completion; or
- AIS has implemented intervention strategies for students who are at risk of not meeting satisfactory course progress; or
- An approved deferment or suspension of study has been granted under Standards 13 of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

14. Leave of absence

All requests for leave of absence must be received in writing. When a student makes a request for leave of absence within the first four (4) weeks of the commencement of the course their fees will be carried over to the following term without penalty. When a student subsequently withdraws, the normal refund policy will apply from the date of receipt of the written application for leave of absence. When a student requests leave of absence in the fifth (5th) or subsequent weeks of their course, all fees for the current term will be forfeited, but a place will be held for the following term. Students are reminded that, as a condition of the Student Visa, Leave of Absence may only be granted for illness or compassionate grounds.

15. Timetable

Tuition at AIS is from 9.15am to 3:30pm from Monday to Friday of each week. Some homework is required to be completed by students. Students will be issued with a timetable at the time the

Confirmation of Enrolment is issued, and

this will be discussed in detail during the course orientation when students first arrive at AIS.

16. Assessment

AIS provides the following assessment:

- Diagnostic assessment (to determine level of language acquisition)
 - Internal assessment (set by AIS teachers)
 - External assessment (set by the South Australian Certificate of Education (SACE) Board)
- External assessment items include examinations.

Students are required to demonstrate at least a satisfactory level of achievement to be promoted to the next level. Assessment task grades are combined to determine the semester and yearly grades. Without at least satisfactory achievement in SACE compulsory subjects a student cannot achieve the SACE.

Stage 2 SACE subjects which are publicly examined, will also have exams in Stage 1 and in the Foundation Programme. Students are expected to attend the exam weeks at the end of each semester.

Students can engage in a wide variety of assessment types and modes to demonstrate their learning. Assessment types and modes are outlined in individual subject outlines found at www.sace.sa.edu.au.

AIS assessment procedures for all programs of study are shaped by SACE assessment policy guidelines: Assessment Deadlines, Drafting, Word-count and supervision/verification of student work policies.

17. Students' rights and responsibilities

Students' rights and responsibilities, including withdrawal arrangements, are outlined on the AIS website: www.ais.edu.au and in the Student Handbook also available on the AIS website.

All students have the right to study in an effective learning environment thus AIS has the right to ensure that individual students do not interfere with the delivery of studies offered by the school or the wellbeing of staff, other students, or visitors to AIS. Students are expected to comply with the relevant rules and regulations of the school that apply to students and where there is a breach, students are subject to the school's discipline procedure.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia's consumer protection laws. Students may opt for third party representation at any stage of dispute resolution.

If the student chooses to access AIS's

complaints and appeals processes, AIS will maintain the student's enrolment while the complaints and appeals process is ongoing.

18. Course Requirements

AIS sets high standards in relation to course requirements, as expected by the SACE Board and the Australian Curriculum. To successfully complete their study, AIS students are expected to meet the following course requirements:

1. Attend classes as scheduled, with a minimum of at least 80% attendance
2. Be on time for all scheduled classes
3. Remain in classes for their duration, except where prior permission has been granted to leave early
4. Notify AIS if the student is absent due to illness or some other reason
5. Provide a doctor's certificate where absence is for more than two (2) consecutive days
6. Submit all assignments by the due date unless an extension has been agreed between the student and the teacher
7. Complete any homework by the required due date
8. Refrain from copying other student's work or plagiarising work that is not their own
9. Fully reference any source information
10. Present all assessment documentation as specified by the relevant teacher.

19. Work Rights

Following commencement of your course of study, under your student visa conditions, you are permitted to work for up to 40 hours every fortnight (two weeks) during the school term and may work full-time during semester breaks. Many students take advantage of this opportunity, because it is a great way to practice and improve their English and meet a broader range of local people.

Family members of students (excluding 590 visa) are not allowed to work until the student begins their course, then they can work for up to 40 hours every fortnight (two weeks) through the duration of the student's studies and the length of their visa.

The AIS International Student Coordinator can assist you if you require more information about working whilst on a student visa or you can access more information on the Australian Government website at: <https://www.border.gov.au/Trav/Stud/More/Visa-conditions/visa-conditions-students>

Please note, that severe penalties may apply if the work conditions of the student visa are breached. Where AIS believes your study is being affected by your employment, as an example, you are constantly tired at school, your grades are not satisfactory or you are unable to concentrate, the

International Student Coordinator will

liaise with your parents or guardian and request you reduce your hours of employment.

20. Access to student's details

Information provided by the student is bound by the Privacy Act (1998) and is private and confidential. However, the information may be made available to Australian Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, under the AIS's obligation to the ESOS Act and the National Code. This information includes personal and contact details, course enrolment details and changes, and the circumstances of any suspected breach by the student of a student visa condition.

21. Governing Laws

This agreement between AIS and the applicant is governed by the laws of the Commonwealth of Australia and the State of South Australia. The ESOS Act (2000 and as amended subsequently) Regulations, set out the requirements with which CRICOS registered providers must comply. The ESOS (Assurance Fund Contributions) Act imposes the requirement to pay annual contributions and special levies to the assurance fund. The ESOS (Registration Charges) Act sets out the fees and charges to be paid by providers for registration on CRICOS.

Specific Laws relating to AIS include:

- Privacy Act 1988
- ESOS Act 2000 (amended 2018)
- Equal Opportunity Act 1984 (SA)
- Racial Vilification Act 1996 (SA) and the racial victimisation provisions in the Civil Liability Act 1936 (SA)
- Whistle-blowers Protection Act 1993 (SA)
- Children's Protection Act 1993 (SA)
- Work Health and Safety Act 2012 (SA)

22. Variation to Conditions of Enrolment

AIS may, by providing written notice, vary the conditions of enrolment as required to comply with any new or amended laws or regulations of the Commonwealth of Australia or the State of South Australia.

AIS also reserves the right, based on documented evidence, to alter a student's course of study where it has been determined that either:

1. the student has not met the prerequisites for their original course of study enrolled
2. that the student is unlikely to be successful in the original course of study enrolled

23. Emergency Medical Assistance or Care

Where AIS deems that a student requires urgent medical assistance or care and it is not possible to contact the parent or guardian, AIS is authorised to seek and provide appropriate medical assistance or care.

24. English Language Requirements

Where AIS assesses, through formal assessment, that the English language skills of a student do not meet the minimum requirements for their course of study enrolled, AIS will enrol the student into its English for Academic Purposes – Secondary program and additional fees will be charged for this service as outlined in the English for Academic Purposes course fees.

This agreement must be signed and dated by the student or parent/legal guardian prior to submission to and acceptance by AIS.

Note: AIS reserves the right to change the above terms and conditions without prior notice.

Prospective students should check with AIS to ensure that the information they have received is current.

The following information has been provided to the student and parent or guardian prior to the signing of this contract:

- Course Information - Full details of all courses including the courses related to this contract are available at the AIS website and have been provided to the student and/or parent or guardian prior to application. Course details are also included in this contract.
- Student selection, entry requirements, enrolment and induction/orientation procedures are outlined at the AIS website and comprehensive brochure.
- Commencement dates and duration of courses are included in the comprehensive brochure and in this contract.
- The time commitment involved in undertaking the course of study offered is included in the brochure and induction information.
- The requirements to achieve the course of study are outlined in the comprehensive brochure and in the course information.
- The Australian and overseas recognition / credit given to the qualifications is outlined in the course information
- Teaching methods used (including field trips) are included in the course information.
- Policies on assessment, including methods and grading of work are included in the course information.

- Itemised list of fees payable is included in the comprehensive brochure, the course information and application form.
- The conditions under which students will be eligible to receive a refund of fees are included in the comprehensive brochure, conditions of application and separate refund policy available on the AIS website and Student Handbook.
- Arrangements for the protection of students' fees are included in the comprehensive brochure, conditions of application and separate Tuition Assurance Scheme (TAS) policy available on the AIS website and Student Handbook.
- Internal and external grievance/appeal processes are available on the AIS website and Student Handbook.
- Students' rights and responsibilities, including withdrawal arrangements are available on the AIS website and in the Student Handbook.
- The AIS's rights and responsibilities are available at the AIS's website and in the Student Handbook
- Conditions under which tuition may be terminated are available at the AIS's website and in the Student Handbook.
- Welfare and guidance services relevant to overseas students are included in the comprehensive brochure and in the Student Handbook.
- General description of:
 - The facilities (classrooms, furniture, fittings, etc.)
 - The equipment (e.g. AV teaching aids)
 - The learning resources (reference texts and software) available to students undertaking the course are outlined in the comprehensive brochure and Student Handbook.
- Work rights -The work rights of international students are outlined in the comprehensive brochure, conditions of application, AIS's website and Student Handbook
- Course requirements (including the need to be enrolled in a full-time course of study, and requirements relating to attendance and academic progress are outlined in the comprehensive brochure, conditions of application, AIS's website and Student Handbook.
- The requirement to maintain current overseas student health cover for the duration of the course(s), and to maintain adequate arrangements for the education of dependents are outlined in the comprehensive brochure, conditions of application, AIS's website and Student Handbook.
- The requirement to seek prior approval from the Australian Government for certain course changes, or before commencing a new course, or changing courses.
- Information about the minimum level of English language proficiency, educational qualifications and work experience required for the student to be accepted for the course

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(unless this is clearly not relevant)

including bridging courses and details of pre- and in- sessional English language programs are outlined in the comprehensive brochure, course information, conditions of application and Student Handbook.

- An accurate representation of the local environment in which AIS is operating including location of campuses and indicative costs of living are included in the comprehensive brochure, Student Pre-Departure Induction, Accommodation Information and Student Handbook.
- Advice that any school-aged dependents accompanying an international student to Australia will be required to pay full fees if they are enrolled in either a government or non-government school are outlined in the comprehensive brochure, conditions of application and Student Handbook.
- Provisions of the Migration Act and Regulations governing overseas student entry and stay in Australia are outlined in the comprehensive brochure, conditions of application, Student Pre-Departure Induction and Student Handbook.

Please Note: This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia's consumer protection laws.

By signing this you are agreeing to AIS Enrolment terms and conditions and are bound by its content.

_____ Student's Full Name	_____ Student's Signature	_____ Date
_____ Parent/Guardian's Name	_____ Parent/Guardian's Signature	_____ Date

Thank you for choosing AIS as your preferred school of study.

Best Regards

Adelaide International School