



OVERSEAS STUDENT - ENROLMENT AGREEMENT

By enrolling their child at Ruyton Girls' School (Ruyton), parents/legal guardians agree to be bound by these terms and conditions.

Ruyton may vary and amend these terms and conditions from time to time and notice of such will be provided to parents/legal guardians (hereafter referred to as 'parents'). The enrolment, or continued enrolment, of an overseas student will signify acceptance by parents of any variations to the Conditions of Enrolment. A copy of this agreement should be kept by the student along with any receipts of payments made for tuition and other fees.

Education Programme

Ruyton is a Kindergarten – Year 12 day school offering an innovative programme of learning, leadership and engagement. Our academic programme is broad, challenging and creative, with an emphasis on personalised learning.

Classes are delivered at the Ruyton campus at 12 Selbourne Road, Kew, Victoria, Australia or at the neighbouring campus of Trinity Grammar School, at 30 Charles Street, Kew, for those students who participate in the Coordinate Program.

Upon the successful completion of Year 12, students will be awarded the Victorian Certificate of Education (VCE). The course is based on the Australian Curriculum supported by the Victorian Curriculum and Assessment Authority. Full details of the curriculum are available on the School's website <https://www.ruyton.vic.edu.au/>.

The School reserves the right to vary its curricular, co-curricular, wellbeing programmes and teaching methods as it considers necessary and/or appropriate.

Enrolment Process

Enquiries: Overseas student places at Ruyton are limited. All enquiries regarding available places should be made to the School's Registrar. Students seeking entry are required to have English language proficiency appropriate to the level of entry sought. Students from non-English speaking backgrounds are required to provide their AEAS test results (www.aeas.com.au). Ruyton will also request student information including citizenship documents (birth certificate, passport, citizenship by descent certificate, Visa Grant Notice), academic documents (school reports, NAPLAN, AEAS report) and medical documents (immunisation records, medical action plans).

Interview and Offer: A formal offer of enrolment is made at the Principal's discretion. The School will request an interview be conducted prior to an offer being made.

Acceptance and Confirmation of Enrolment: To accept an offer of enrolment, an Acceptance of Enrolment agreement must be signed and commencement fees paid. Commencement fees include a non-refundable entrance fee, payment of fees in advance and Old Ruytonians Association (ORA) membership fee.

By completing the Acceptance of Enrolment form, parents of the student agree to be liable (jointly and severally if more than one) for all fees and charges payable to Ruyton in respect of the student. This liability will continue despite any change in the relationship between the parents, any court order in relation to their financial relationship or any agreement or arrangement with a third party for the payment of the student's tuition fees and charges.

By enrolling, parents agree to comply with, and will require their daughter to comply with, Ruyton policies, codes of conduct, rules and procedures (as introduced or amended from time to time) including those relating to:

- child safety and protection,
- the welfare of students,
- student behavior, conduct and discipline of students,
- provision of medical and health condition information,
- standards of dress, grooming and appearance,
- concerns or complaints,
- social media and the use of information, communication and technology systems, and
- parent/guardian behavior and conduct.

Policies relating specifically to Overseas Students can be found on our website at <https://www.ruyton.vic.edu.au/>.

Initial and ongoing enrolment is subject to the disclosure of any information that may affect the students studies or welfare.

Offers of enrolment not accepted by the due date may be passed on to other applicants. Confirmation of enrolment will be provided once the Acceptance of Enrolment form and the commencement fees have been received.

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. A copy of the Overseas Student Health Cover (OSHC) approval letter must be provided in order to issue the Confirmation of Enrolment – COE.

Expectations for Continued Enrolment

Enrolment at Ruyton is conditional on students meeting the following expectations:

- Students are expected to abide by School rules, policies and procedures and have a high commitment to studies.
- Students not living with a parent and regardless of age, **must** have a Local Support Person appointed for the duration of the student's Confirmation of Enrolment at Ruyton. The Local Support Person is an independent person whom the student can rely upon for guidance and support during their time as a student. The Local Support Person must be sourced from the School's approved guardianship agency. Parents are responsible for engaging a Local Support Person and covering associated costs.
- Students must live in a homestay arrangement

nominated and approved by Ruyton. The Overseas Student Coordinator will inspect the Homestay to ensure that it meets requirements and that the homestay hosts have a current Working with Children Check - WWCC. The student must not change homestay without the permission of the Overseas Student Coordinator. Failure to notify a change of address is a breach of visa regulations. Homestay charges are paid directly to the homestay provider not to the School.

- Students must attend classes on a regular basis and must maintain a minimum of 80% attendance. Absences are monitored daily by the School Attendance Coordinator who notifies the Home Room Teacher and Wellbeing Leader of breaches of the minimum attendance requirements. The School must be notified if a student is to be absent on any day.
- Students must advise the Overseas Student Coordinator of intention to be absent for an extended length of time (exceeding 5 days). If intending to holiday, or travel overseas you are required to advise Ruyton of the destination and contact details at the destination. Failure to notify the School is a breach of visa regulations
- Information provided by the student may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, (where applicable), pursuant to obligations under the ESOS Act 2000 and the National Code.

Whilst the student is enrolled at Ruyton, parents must ensure that the School has a record of the student's contact details, including residential address, mobile number (if any) and email address (if any); who to contact in an emergency situation and any changes to those details within 7 days of the change.

These conditions are in line with the regulations outlined in the ESOS Act 2000 and National Code of Practice for Provides of Education and Training to Overseas Students 2018.

Complaints and appeals

Should a grievance occur, the manner in which it is resolved is similar to that for a local student. The matter is handled initially by the Wellbeing Leader or Overseas Student Coordinator who acts as a nominated disputes officer. Should the dispute not be resolved at this point it would then become a matter for consideration for the School's Referral Committee consisting of all or some of the Heads of School, Counsellors, Wellbeing Leader and the Overseas Student Coordinator. Any "hearing" before this group would be informal. The student has the right to appoint a nominee to act on her behalf at these meetings if she so chooses.

In the event that an agreement is not reached after following the above procedure the Principal would call upon Independent Schools Victoria to assist with the location of an arbitrator independent of the School, to resolve the matter.

A student has the right to present their case at minimal or no cost to them and receive a written statement to the outcome.

The formal complaint or appeal process will commence within 10 working days of the formal complaint or appeal being presented and the student is advised that this process will be at a minimal or no cost to the student.

The student is advised that their enrolment will be maintained for the duration of the complaint and any appeal process.

This written agreement, and the right to make complaints and

seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

Business Terms and Conditions

School tuition fees and charges are payable in accordance with these terms and conditions and Ruyton's schedule of tuition fees as published from time to time for each school year. The tuition fees and charges may be varied and increased by Ruyton from time to time at its sole discretion. Tuition fees for the current school year are included in Attachment 1.

Billing Dates: Tuition fees are charged in advance and cover one semester's tuition (approximately 20 weeks). Tuition Fees are invoiced in two instalments. The first instalment is invoiced in November in the year prior to the new school year, and the second instalment is invoiced in May of the new school year. Payment must be made within 14 days from the date of issue of the account statement. Additional charges incurred after May will be billed in November. No student will be permitted to commence a semester at Ruyton while any amount owing remains unpaid.

Payment Date: All fees and charges must be paid in Australian dollars. Fees and charges are due by the date noted on each Fee Statement. Methods of payment include credit card, electronic bank transfer or direct deposit to Ruyton's nominated account at a bank. The School does not accept cash payments.

Early Payment: A discount of 2% is applicable where annual tuition fees are paid in full on or before 30 November (excluding payments made by credit card). Payment is limited to one year of tuition fees in advance.

Late Payment: The amount outstanding on any School account after the due date for payment will accrue interest from the due date until it is paid in full at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic). An Administrative Fee of \$100 will be charged on accounts not paid within 14 days of billing. A further \$100 for each 14-day period thereafter will be charged until full payment has been received. No student may commence a new term while any amount in relation to that student or any sibling is in arrears. Ruyton also reserves the right to cancel the enrolment of a student and any sibling if all amounts required to be paid in respect of the student have not been paid in full by the due date. Any failure, delay or indulgence by Ruyton in relation to outstanding fees and charges is not a waiver of its other rights in respect of the nonpayment. Any expenses incurred by Ruyton in seeking to recover any outstanding fees and charges, including debt collection agency fees and legal fees (on an indemnity basis) may be claimed from and will be payable by the parents. An administration fee of \$100 will be applied to any payment that is dishonored.

Additional Charges: Some items are charged in addition to tuition fees. Additional charges are itemised and included on the Fee Statement. This includes but is not limited to:

- year level camps, outdoor education or activities programmes & overseas tours,
- music lessons and hire of musical instruments,
- stationery resources for students in Prep – Year 4 ,
- subject or resource levies to cover the cost of standard materials used e.g. visual art/photography, online education resource subscriptions.

Annual booklists: All students in Prep - 12 are issued with an annual booklist from the School's official supplier. The

list details all resources and stationery that must be purchased for the next year.

Family Discount: For families with more than two children at Ruyton, a 20% discount off the scheduled tuition fees for the relevant school year, applies for each additional child.

Goods and Services Tax (GST): Tuition fees are free of GST however the School is required to apply GST to some additional charges.

Fee Refunds: Refunds are only available on tuition fees paid to the School. The application fee, enrolment fee and Old Ruytonian's Life Membership fee are non-refundable. Refunds will only be paid to the student or person specified in the enrolment agreement. Refunds will be reimbursed in Australian dollars to a nominated bank account. Ruyton will not refund any fees for service paid to education agents.

Refunds of tuition fees are subject to the following conditions:

- **Withdrawal of a Student:** A full term's notice must be given to the Principal in writing prior to the withdrawal of a student from the school, or a full term's fee in lieu of such notice is payable. No refund of tuition fees paid will be provided for withdrawal without notice.
- **Cancellation of Enrolment:** If a student's academic or social progress is such that, in the opinion of the Principal, she is not benefiting from the curriculum and programmes of Ruyton, the parents may be advised to withdraw her from Ruyton or the Principal may cancel her enrolment. Ruyton may also cancel a student's enrolment on grounds of misconduct, failure of the student or parents to comply with any of Ruyton's codes of conduct, policies, rules or procedures, or for any reason considered by the Principal to be appropriate, including if the Principal is of the view that a mutually beneficial relationship of trust and cooperation between the parents and Ruyton or any of its staff has broken down such that the ability of Ruyton to provide a meaningful education to the student is adversely compromised.

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); failure to pay fees by the due date, any behavior identified as resulting in enrolment cancellation as a result of student misconduct, failure to comply with Ruyton's behaviour policy or code of conduct.

- **Change in Visa Status:** If a student changes visa status (eg. becomes a temporary or permanent resident), she will continue to pay full overseas student fees for the duration of the calendar year.
- **Tuition Protection Service:** In the event that the School is unable to deliver the full course of study to the student, the School will take reasonable steps to assist the student complete their course requirements with another education provider and refund any prepaid tuition fees on a pro-rata basis. If the School is unable to find a suitable alternative education provider and unable to refund tuition fees owing, the Tuition Protection Service (TPS) may apply (see <https://tps.gov.au/Home>).

Leave of Absence: To hold a confirmed place for a student who leaves but wishes to return at a later date (including exchange students), full fees must be paid for each term's absence as well as leaving the Fees in Advance with the School, save in circumstances approved by the School Board.

Property Losses: Students are responsible for any personal belongings brought to School. Ruyton will not be liable for any loss or theft of, or damage to, such belongings. Parents are advised to arrange insurance for their child's possessions while in Australia.

Privacy: Standard Collection Notice for Overseas Students

The School collects personal information, including sensitive information about pupils and parents before and during the course of a pupil's enrolment at the School. This may be in writing, through technology systems, or in the course of conversations. The primary purpose of collecting this information is to enable the School to provide schooling to pupils enrolled at the school, exercise its duty of care, and perform necessary associated administrative activities, which will enable students to take part in all the activities of the School.

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. We will request contact details including the students current residential address, mobile number, email address, who to contact in emergency situations. Any changes to these details must be advised to the School within 7 days of the change.

Laws governing or relating to the operation of a school require certain information to be collected and disclosed. These include relevant Education Acts, and Public Health and Child Protection laws.

Health information about pupils is sensitive information within the terms of the Australian Privacy Principles (APPs) under the Privacy Act 1988. We may ask you to provide medical reports about pupils from time to time.

A student's enrolment may be delayed or prevented if the School cannot collect certain personal information. This is particularly so where the information is relevant to the health and safety of the student, other students and/or staff.

The School may disclose personal and sensitive information for educational, administrative and support purposes, including to:

- other schools and teachers at those schools;
- government departments (including for policy and funding purposes);
- medical practitioners;
- people providing educational, support and health services to the School, including specialist visiting teachers, coaches, volunteers, and counsellors;
- providers of learning and assessment tools;
- assessment and educational authorities, including the Australian Curriculum, Assessment and Reporting Authority (ACARA) and NAPLAN Test Administration Authorities (who will disclose it to the entity that manages the online platform for NAPLAN);
- agencies and other organisations to whom we are required to disclose personal information for education and research purposes;
- people providing administrative and financial services to the School;
- anyone you authorise the School to disclose information to; and
- anyone to whom the School is required or authorised to disclose the information to by law, including child protection laws.

Personal information collected from students is regularly disclosed to their parents or guardians.

The School uses information management storage systems provided by third party service providers. Personal information

is stored with and accessible by the third party service providers for the purpose of providing services to the School in connection with the systems.

The School may use online or 'cloud' service providers to store personal information and to provide services to the School that involve the use of personal information, such as services relating to communication, education and assessment applications. Some limited personal information may also be provided to these service providers to enable them to authenticate users that access their services. This personal information may reside on a cloud service provider's server which may be situated outside Australia.

The School's Privacy Policy, accessible on the School's website, sets out how parents or students may seek access to and correction of their personal information which the School has collected and holds. However, access may be refused in certain circumstances such as 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 student, where students have provided information in confidence or where the School is otherwise required or authorised by law to refuse access. Any refusal will be notified in writing with reasons (unless, given by grounds for refusal, it would be unreasonable to provide reasons).

The School's Privacy Policy also sets out how parents and pupils can make a complaint about a breach of the APPs and how the complaint will be handled.

The School may engage in fundraising activities. Information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in the School's fundraising activities solely for that purpose. We will not disclose your personal information to third parties for their own marketing purposes without your consent.

On occasions information such as academic and sporting achievements, pupil activities and similar news is published in School newsletters and magazines, on our intranet, website and social media accounts. This may include photographs and videos of pupil activities such as sporting events, school camps and school excursions. If you do not wish photographs or videos to be included in these publications, please contact the Director of Community Relations at community@ruyton.vic.edu.au so that your images/videos are not selected for publication. If the School does not receive an objection from you, it will be assumed that you have consented to allow the School to use photographs (which may include images of yourself and/or your daughter) for the purposes described above. The School will seek your separate consent before publishing an image of yourself and/or your daughter where the name of the person in the image is disclosed in the publication or where the photo involves a specific activity, purpose or publication not identified above.

If you provide the School 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.

ATTACHMENT 1:



OVERSEAS STUDENTS - TUITION FEES 2021

Year Level	Annual Tuition Fee \$	Early Payment ⁽¹⁾ (Pay in full by 30/11/20) \$	Tuition Fee Per Billing (Nov/May) \$
Prep	24,955	24,455	12,477.50
Year 1 - 2	29,225	28,640	14,612.50
Year 3 - 4	31,129	30,506	15,564.50
Year 5 - 6	31,997	31,357	15,998.50
Year 7	35,776	35,060	17,888.00
Year 8 - 9	37,900	37,142	18,950.00
Year 10	38,820	38,044	19,410.00
Year 11 - 12	40,325	39,518	20,162.50

Note:

- (1) A discount of 2% is applicable if the Annual Tuition Fee is paid in full on or before 30 November 2020. The discount cannot be applied to credit card payments.

PAYMENT METHODS

Payments by EFT:

Bank: ANZ
BSB: 013-345
Account: 3043 42595
Reference: Ruyton Account Number and Name

Pay online by visiting our website at: <http://www.ruyton.vic.edu.au/payments/pay-current-fees>.

Credit cards accepted include: AMEX, Visa & MasterCard. Union Pay can be used in person at the Business Office.

PAYABLE WITH APPLICATION FOR ADMISSION FORM

A non-refundable Application Fee of \$165.00 (inc GST).

COMMENCEMENT FEES - PAYABLE TO ACCEPT ENROLMENT OFFER

(1) Entrance Fees

A non-refundable non-deferrable fee of \$4,000* which is deducted from the first account.

(2) Fees in Advance

For overseas students fees in advance of \$3,000* are payable to be credited to the final fee statement when the student leaves the school or non-refundable and non-deferrable if student does not commence in the confirmed year.

(3) Old Ruytonians' Life Membership

A non-refundable fee of \$300 is payable to the Old Ruytonians' Association.

(4) Building Fund

Parents may consider making a voluntary contribution to the Building Fund of \$2,000 at the time of enrolment.

* Subject to change without notice