



ENTRY REQUIREMENT POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2019 (Cth) as amended or replaced from time to time.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School), who is a Registered Provider.

ENTRY REQUIREMENTS

Brisbane Grammar School will consider enrolment applications from students wishing to apply for a Student Visa, subject to compliance with minimum requirements and conditions set by the School, and with legislative requirements of the State of Queensland and the Commonwealth of Australia, including any requirements to undertake extra tuition to learn English to meet the English language proficiency standard needed to enter mainstream classes.

Applications for enrolment must be made via the online Application for Enrolment portal, or the Enrolment Application form in the Enrolment Booklet. This must be correctly completed, and must be accompanied by the following documents to support the application:

1. Copies of the student's two most recent end of semester school reports;
2. A letter of reference from the student's current or most recent school Principal is also required if the student's reports do not record student behaviour or commitment to studies;
3. Written evidence of proficiency in English as a second language (in the form of an external assessment result);
4. Photocopy or scanned copy of passport page with name, photo identification, passport number and expiry date;
5. Copies of any certificates of public examinations (where applicable);
6. A list of subjects the student wishes to study if applying for Year 11 entry (these subjects should be chosen from the list of subjects offered by the School and listed on our website);
7. Details of the student's cocurricular involvement

Where the above documents are not in English, certified translations in English are required, with necessary costs to be met by the applicant.

An application for enrolment can only be processed when all the above have been received by the Director of Enrolments.



Applications from overseas students are processed according to established policy and procedures, and are dealt with on their merits.

Assessment procedures include an evaluation of reports from previous schools and of English language proficiency. In cases where report cards are not available or are inconclusive for any reason, the school may require relevant testing of the applicant to assess the application.

Prior to offering a place at the School, applicants will be interviewed, either by person or via Skype. A member of staff from BGS may also contact the applicant's current Principal, but will not do so without prior consent. Having considered all records and any further information which may be requested, the Headmaster of the School will make the final decision on the acceptance of any overseas student into the School.

Onshore applications for Years 11-12, where the student is transferring from another CRICOS registered provider, will only be considered where the transfer, if accepted, allows the student to achieve a successful study outcome at the end of the enrolment.

Offshore applications for enrolment in Years 11-12 will not be considered after the Yr 11 course has commenced/ unless the student can complete course assessment before the end of the first semester of Year 11.

ACADEMIC & ENGLISH LANGUAGE REQUIREMENTS

Brisbane Grammar School requires evidence that the applicant's academic ability and English proficiency is sufficient to successfully meet the entry and curriculum demands of the intended course. This is a requirement under the 2018 National Code of Practice, Part B Standard 2.

Minimum academic and English language requirements are as follows:

Academic Requirements

Students must provide evidence of satisfactory academic performance appropriate to entry to the Year level requested on the Application for Enrolment or offered as an alternative point of entry by the School in a Written Agreement.

For all Students:

- i. Evidence of application to school work
- ii. Achievement in literacy and numeracy areas of the curriculum
- iii. A minimum pass level or "C" grade or better for most core subjects

English Language Proficiency Requirements



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- i. Applicants are assessed individually based on the contents of their report cards and personal references and may also be required to undertake a language proficiency test set by the school.
- ii. If supplied, Brisbane Grammar School will assess evidence of English language proficiency presented by a student at the time of application but reserves the right to confirm the student's English language proficiency through additional tests.
- iii. If not presenting appropriate evidence of English language proficiency at the time of application, Brisbane Grammar School will assess the student's application for entry based on satisfactory test results as follows:

Year of Entry	AEAS	NLLIA Bandscale	IELTS
Years 6 - 8	Please sit the ASES Language Proficiency Test for Years 7-9	Level 5	N/A
Year 10 - 11	Please sit the ASES Language Proficiency Test for Years 10 – 12. The minimum score is 60	Level 6	6
These minimum levels must apply to each of the four areas of Writing, Speaking, Literacy and Reading/Viewing.			

In addition to a satisfactory result in AEAS or IELTS, applicants will be asked to provide a piece of extended writing in English, completed under supervised conditions. As Brisbane Grammar School offers a very demanding academic program, students below this level in any of the four areas of language; Writing, Speaking, Literacy and Reading/Viewing, will experience significant difficulty in accessing course materials and completing assessments

- iv. Students should note that if their language proficiency is below that outlined above, they may be required to undertake an intensive English language course before beginning mainstream studies. Students wishing to enter the school outside these year levels are assessed individually based on the contents of their report cards and personal references and may also be required to undertake a language proficiency test set by the School.

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REFUND POLICY FOR OVERSEAS STUDENTS

PURPOSE

This policy applies to an overseas student whether within or outside Australia who has applied for or obtained a student visa and who is enrolled with the School, regardless of the status of the visa application, and his Parent or Guardian.

This policy sets out the School's policy about refunding fees, including the amounts which may be refunded and the processes for providing a refund.

A copy of this policy will be provided to the Parent or Guardian of an overseas student prior to them entering into any agreement with the School or making any payment in relation to a registered course. This policy forms part of the agreement between the Parent or Guardian and the School in respect of the overseas student's enrolment.

DEFINITIONS

Agreed Starting Day means the day on which the Course was scheduled to start or a later day agreed between the School and the Parent or Guardian.

Course means the course the School is providing (or offering to provide) to the student as set out in the letter confirming the overseas student's offer of placement at the School.

Default Day means:

- (a) the Agreed Starting Day;
- (b) the day on which the Course ceased to be provided;
- (c) the day on which the student withdraws; or
- (d) the day on which the School refuses to provide the Course to the student.

ESOS Act means the Education Services for Overseas Students Act 2019 (Cth) as amended or replaced from time to time.

Non-tuition Fees means those fees other than Tuition Fees listed as non-tuition fees in the letter confirming the overseas student's offer of placement at the School.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the ESOS Act.



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Tuition Fees means any fees received by the School, directly or indirectly, from the Parent or Guardian that are directly related to the provision of a Course that the School is providing (or offering to provide) to the student.

REFUNDS

The enrolment application fee is not refundable in any circumstances.

1. Where the School defaults

If either:

- (a) the School does not start to provide the Course for the student by the Agreed Starting Date; or
- (b) the Course ceases to be provided to the student at any time after the Course starts, but before it is completed (including where the Course is not provided by the School due to a sanction under the ESOS Act),

and the student has not withdrawn from the Course by the Agreed Starting Date, then the School will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**School Default**).

In the case of School Default, the following applies in relation to refunds:

(a) Tuition Fees

Any unspent Tuition Fees paid before the Default Day, that is, any tuition for which the Parent or Guardian has paid but which has not yet been delivered by the School to the student, will be refunded.

The School will calculate the amount to be refunded in accordance with the Education Services for Overseas Students (Calculation of Refund Specification) 2014. Currently the Specification provides for a proportionate refund based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate.

(b) Non-tuition Fees

Non-tuition Fees will not be refunded in the event of School Default.

Any contrary decision to refund Non-tuition Fees in the event of School Default is at the Headmaster's absolute discretion and will be made on a case by case basis. The Parent or Guardian does not have a right to a refund in any case.

2. Where the student defaults

If the student is unable to start the Course on the Agreed Start Date or seeks to withdraw from the Course at any time, the Parent or Guardian must notify the School's Registrar of this in writing and provide the reason for the student's inability to start or withdrawal from the Course.

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If the Course starts by the Agreed Starting Date but:

- (a) the student does not start the Course on that day and has not previously withdrawn from the Course; or
- (b) the student withdraws from the Course (either before or after the Agreed Starting Day); or
- (c) the School refuses to provide (or to continue to provide) the Course to the student because:
 - (i) the student or the student's Parent or Guardian has failed to pay an amount the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course;
 - (ii) the student has breached a condition of his visa; or
 - (iii) of misbehaviour by the student (for example, a breach of the School's Code of Expectations and Behaviour for Students),

then the student will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**Student Default**).

In the case of Student Default, the following applies in relation to refunds:

(a) Tuition Fees

Subject to the exception in section 2(c) below, Tuition Fees will not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(b) Non-tuition Fees

Subject to the exception in 2(c) below, Non-tuition Fees will also not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(c) Exception to section 2(a) and (b) – Student Default due to visa refusal

In the event that:

- (a) a student has been refused a student visa (the Parent or Guardian must produce evidence to the School that the application has been refused by the Australian immigration authorities); and
- (b) the refusal of the student visa was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the Course:
 - (i) the student's failure to start the Course on the Agreed Starting Day;
 - (ii) the student's withdrawal from the Course; or

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- (iii) the Parent or Guardian's failure to pay an amount that the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course,

then the School will provide a refund calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

Currently the Specification provides for:

- (a) where the student fails to start the Course or withdraws from the Course on or before the Agreed Starting Day, a full refund minus the lesser of: (a) A\$500.00; or (b) 5% of the total amount of Tuition Fees and Non-Tuition Fees that the School received from the Parent or Guardian for the Course before the Default Day; or
- (b) otherwise, a proportionate refund of Tuition Fees only based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate. Non-tuition fees will not be refunded.

3. Change to visa status

Where a student continues to have a visa, but the visa status changes (e.g. he becomes a permanent resident), this does not amount to Student Default, and the Parent or Guardian is not entitled to any refund of Tuition Fees or Non-tuition Fees. In this circumstance, all fees owing for the student for the remainder of that School year must be paid in accordance with the letter confirming the overseas student's offer of placement at the School.

PROCESS AND TIMEFRAMES FOR REFUNDS

Subject to the above, the following process and timeframes apply in relation to refunds:

1. Refunds by reason of School Default

The School will automatically provide the refund within 14 days after the Default Day.

2. Refund by reason of the exception – Student Default due to visa refusal

The School will automatically provide the refund within four weeks after the Default Day.

3. Arrangements

All refunds owed by the School in accordance with this policy will be:

- (a) paid directly to the Parent or Guardian, unless that person directs the School, in writing, to pay the refund to someone else; and
- (b) paid in Australian dollars (AUD\$)

Note: This policy and the availability of complaints and appeals processes do not remove the right of the student or Parent or Guardian to take action under Australia's consumer protection laws.

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ACCOMMODATION & WELFARE POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

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CARE FOR OVERSEAS STUDENT UNDER 18 YEARS

Brisbane Grammar School is a CRICOS-registered provider which enrolls younger students under 18 years of age.

As part of its registration obligations Brisbane Grammar School must satisfy Commonwealth and state legislation, as well as any other regulatory requirements, relating to child welfare and protection for any overseas student enrolled who is under 18 years of age.

These obligations include ensuring that all overseas students under 18 years of age are given age- and culturally-appropriate information on:

- (a) who to contact in emergency situations, including contact number/s of a nominated staff member, and
- (b) how to seek assistance and report any incident or allegation involving actual or alleged sexual, physical or other abuse.

ACCOMMODATION & CARE OPTIONS FOR OVERSEAS STUDENTS UNDER 18 YEARS

Brisbane Grammar School approves the following accommodation and care options for overseas students:

- (a) The student will live with a parent or relative approved by the Department of Home Affairs (Immigration).**

In this case:

- i. The School does not provide a welfare letter (CAAW) via PRISMS. The student's family completes Form 157N and provides proof of relationship to Department of Home Affairs (Immigration) at the time of visa application for approval of these arrangements. The Department of Home Affairs (Immigration) must also approve any further change of welfare arrangements.

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- ii. If the adult responsible for the welfare, accommodation and other support arrangements for a student under 18 years holds a Student Guardian Visa (subclass 590), all obligations and conditions of this visa must be met, including:
 - (a) not leaving Australia without the nominating student unless there are compassionate and compelling circumstances and the School has first approved alternative welfare and accommodation arrangements for the student for the adult's period of absence, and
 - (b) advising the Department of Home Affairs (Immigration) of any change of address, passport or other changes of circumstances.

Brisbane Grammar School requires holders of Student Guardian Visas to:

- i. maintain Overseas Visitor Health Cover for themselves and any dependent children living with them in Australia
- ii. immediately advise the School of any change to address or contact details
- iii. immediately advise the School if there are any compassionate or compelling reasons to travel overseas or not be at home for an extended period of time to care for the student.

If there is a valid reason for travelling overseas, and the School is able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the School will provide documentation approving temporary care arrangements for the student to the student's guardian and for the Department of Home Affairs (Immigration) via PRISMS.

If there is not a valid reason for travelling overseas, or if the School is not able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the student will need to travel overseas with the holder of the student guardian visa. In this case, the School will advise if compulsory attendance requirements will or will not be affected by the student's absence.

(b) The student will live in school approved accommodation and welfare arrangements and Brisbane Grammar School will generate the welfare letter (CAAW) via PRISMS to accompany the student's Confirmation of Enrolment (CoE).

Accommodation options that may be approved by Brisbane Grammar School for full fee paying 500 (formerly 571) visa subclass students under 18 years of age include:

- i. School Boarding House

Brisbane Grammar School will maintain approval of accommodation and care arrangements until:

- i. The student completes the course and departs Australia
- ii. the student turns 18 years
- iii. any appeals processes in relation to Brisbane Grammar School's intentions to cancel the student's enrolment has been finalised (including suspensions, cancellations, course progress and attendance)
- iv. the student has alternative welfare arrangements approved by another registered provider
- v. a parent or nominated relative approved by the Department of Home Affairs (Immigration) assumes care of the student

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- vi. Brisbane Grammar School has notified the Department of Home Affairs (Immigration) that it is no longer able to approve the student's welfare arrangements and has taken the required action after not being able to contact the student.

Any accommodation, welfare and other support arrangements for the student must be approved by Brisbane Grammar School, including arrangements provided by third parties.

Accommodation and care arrangements are checked prior to approval and at least every six months thereafter to ensure they are appropriate to the student's age and needs.

Any adults involved in or providing accommodation and welfare arrangements to the student have a blue card as appropriate (<https://www.bluecard.qld.gov.au/>).

Any changes to approved arrangements must also be approved by the School.

If a student cannot be located and the School has concerns for his/her welfare, the School will contact the student's parents / legal guardian and notify the police and any other relevant authorities.

If a student for whom the School has issued a CAAW refuses to maintain approved arrangements, the School will report this to the Department of Home Affairs (Immigration) and advise the student to contact the Department of Home Affairs (Immigration) to ensure visa implications are understood. (See Department of Home Affairs (Immigration) office addresses at: <https://immi.homeaffairs.gov.au/help-support/contact-us/offices-and-locations>).

(c) For School vacation periods, students under 18 years of age for whom Brisbane Grammar School has issued a CAAW will:

- i. return home to parents, or
- ii. apply for approval to spend the vacation with relatives or a friend's family.

(d) For School vacation periods, the following accommodation options are available to students 18 years or older:

- i. Student returns home to parents
- ii. Student may spend vacation with friend's family or relatives, provided details are given
- iii. Student may travel unaccompanied during vacation periods, provided details are given.

ACCOMMODATION, SUPPORT AND GENERAL WELFARE ARRANGEMENTS

The School requires all overseas students to live in Harlin House (the School's boarding house) which the School has determined provides suitable accommodation to protect the personal safety and social well-being of overseas students. This is unless the overseas student is to live with one or both of his Parents or Guardians who reside permanently in Brisbane. To clarify, references to a Parent or Guardian in this policy relate only to the legal parent or guardian of an overseas student. The School will not approve an overseas student to live with a person within Australia who is not the student's legal parent or guardian. If the overseas student or Parent or Guardian terminates the overseas student's living arrangements at Harlin House without approval of the School, this may be grounds

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for cancellation of enrolment. In addition, the School must notify the Department of Home Affairs (DHA) if the living arrangements of the overseas student change or if the School no longer approves the overseas student's accommodation arrangements. This may result in the overseas student's visa being cancelled. By enrolling the overseas student as a boarder to reside at Harlin House, the Parent or Guardian agrees to the requirements outlined in this policy. The School only provides the required Confirmation of Appropriate Accommodation and Welfare (CAAW) letter to Department of Home Affairs (DHA) for the overseas student to apply for his visa on this basis.

ARRANGEMENTS DURING SCHOOL HOLIDAY PERIODS

Semester and term dates for the overseas student's first year of enrolment will be provided to the Parent or Guardian in the letter confirming the overseas student's offer of placement at the School. Semester and term dates for each subsequent year will be published on the School's website and intranet by July for the following calendar year and will be provided in the Boarders' Handbook which is issued in December each year. All periods between each semester and term are considered school holiday periods. Harlin House opens one day prior to the commencement of each school term and closes on the last day of school each term. The Parent or Guardian is responsible for arranging in advance the overseas student's travel and accommodation during all school holidays. The School's preference is for an overseas student to return home to his Parent or Guardian for the duration of the school holidays. The Parent or Guardian must notify the School in writing of the arrangements made for the overseas student for each school holiday period by completing, signing and submitting in advance an Overseas Boarding Student's Vacation Leave Form and any requested supporting documentation for each requested period of holiday leave. If the overseas student will not be returning home to the Parent or Guardian for the holiday, the Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the holiday period, as detailed below.

REQUESTS FOR WEEKEND LEAVE

For an overseas student to have a period of absence from Harlin House over a weekend during a term, the Parent or Guardian must first seek approval for the absence from the School. The Parent or Guardian will be responsible for making the proposed arrangements for the weekend leave. The Parent or Guardian must notify the School in writing of the proposed arrangements made for the overseas student by completing, signing and submitting in advance an Overseas Boarding Students - Weekend Leave Form and any requested supporting documentation for each requested period of weekend leave. The Parent or Guardian must obtain the School's approval to the arrangement proposed by the Parent or Guardian prior to the commencement of the requested leave period, as detailed below.

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APPROVAL OF OTHER ARRANGEMENTS

As detailed above, where the Parent or Guardian wishes the overseas student to stay in accommodation other than with them or in Harlin House (for example, over the course of any weekend or holiday period), the Parent or Guardian must provide the required forms and supporting documents to first obtain the School's approval. Where such approval is sought, in assessing the suitability of the proposed travel, accommodation, support and general welfare arrangements for the overseas student, the School may consider:

- (a) whether the Parents or Guardians have taken steps to arrange suitable care, accommodation and travel for the overseas student;
- (b) whether the Parents or Guardians have taken all necessary steps to confirm the care, accommodation and travel arrangements made are suitable for the overseas student;
- (c) whether the Parents or Guardians have taken all necessary steps to confirm there is a responsible person providing care and accommodation to the overseas student who is least 21 years of age and of good character; and
- (d) whether the School has been advised of all details of the care, accommodation and travel arrangements made for the overseas student, including the contact details of the responsible person and copies of current Blue Cards where necessary.

In satisfying itself as to the suitability of a proposed arrangement for an overseas student, the School relies on the judgment of the Parent or Guardian and the warranties and indemnities given by the Parent or Guardian in relation to the proposed arrangements by way of the relevant School forms.

YEAR 12 STUDENTS – SCHOOLIES WEEK

The School will not give permission for any overseas student to attend Schoolies week in any circumstances. If the School becomes aware that an overseas student attends Schoolies, the School will notify DHA. This may result in the overseas student's visa being cancelled.

ARRANGEMENTS FOLLOWING SUSPENSION OR CANCELLATION OF ENROLMENT

The rights and obligations outlined in this policy will continue to apply during any period of suspension of an overseas student from the School. In the event of cancellation of enrolment of an overseas student, the rights and obligations outlined in this policy will continue to apply until (whichever occurs first):

- (a) the overseas student is accepted as a student by another school which is a Registered Provider and that school takes over responsibility for approving the overseas student's accommodation, support and general welfare arrangements;
- (b) the overseas student leaves Australia;
- (c) other suitable arrangements are made that comply with the Migration Regulation 1994 (Cth); or
- (d) the School advises DHA that the School can no longer approve of the arrangements for the overseas student.

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COURSE PROGRESS AND ATTENDANCE POLICY FOR OVERSEAS STUDENTS

Overseas students are required to meet and maintain satisfactory course progress and attendance requirements under visa condition 8202 and under Standard 8 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

DEFINITIONS

Compassionate or Compelling Circumstances means circumstances beyond the control of the overseas student, supported by documentary evidence if required by the School, that impact on the overseas student's progress through the course, which may include but are not limited to:

- (a) illness or injury, accompanied by a medical certificate where required by the School that states the overseas student is unable to attend classes;
- (b) bereavement of a close family member such as a parent, sibling or grandparent;
- (c) major political upheaval or natural disaster in the overseas student's home country requiring the overseas student's emergency travel;
- (d) a traumatic experience which has impacted on the overseas student, supported by police or psychologists' reports where required by the School;
- (e) where the School is unable to offer a pre-requisite unit;
- (f) inability to begin studying on the course commencement date due to delay in receiving a student visa; or
- (g) any other circumstances deemed to be compassionate or compelling circumstances as determined by the School.

Expected Duration means the length of time the School expects it takes to complete the course studying full-time, which is contained in the overseas student's confirmation of enrolment letter.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the *Education Services for Overseas Students Act 2019* (Cth) as amended or replaced from time to time.

Study Period means for the purpose of monitoring attendance, a study period is a semester. For the purpose of monitoring course progress for Primary and Junior Secondary, a study period is a semester. For the purpose of course progress for Senior Secondary, a study period is a Unit or course of study (4 Units in Year 11 & 12).

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COURSE PROGRESS

Method of assessing course progress

- (a) To achieve satisfactory course progress a student in Years 5 – 6 (Primary Years) is required to demonstrate academic outcomes each semester that allow them to remain on track for progression to the next year level.
- (b) To achieve satisfactory course progress a student in Years 7 – 10 (Junior Years) is required to pass all core subjects and fail no more than 2 elective subjects studied in any semester.
- (c) For satisfactory course progress a student in Years 11-12 (Senior Secondary Years) are required to achieve satisfactory course progress in each semester of enrolment. To demonstrate satisfactory course progress for the Senior Secondary Course, students must progressively accrue sufficient credit in Units in Years 11 and 12 to remain eligible for a Queensland Certificate of Education (QCE). Students enrolled for all four Units of a Senior Secondary Course will be identified and notified as being at risk of not achieving satisfactory course progress when their results indicate that the Learning Options available to them to remain eligible for a QCE are becoming limited.
- (d) The course progress of all overseas students will be assessed by the School at the end of each semester, otherwise known as 1 study period.
- (e) If at the end of a study period a student does not achieve satisfactory course progress as described above, the Head of Year and Director of Enrolments will formally contact the parent(s) to advise that the student is at risk of breaching the course progress requirement and that there will be a meeting with the Head of Year and the student to develop an intervention strategy for academic improvement.
- (f) A copy of the student's individual intervention strategy for academic improvement and any relevant progress reports will be forwarded to parents. Parents will be advised if the proposed strategy has any implications for fees payable, the student's progression through a package of courses, or the student's visa. Where a proposed intervention plan has significant implications for the student's course of study (as originally agreed), a new written agreement will need to be established. A new CoE may also be required.
- (g) The student's individual strategy for academic improvement will be monitored over the following study period by the Head of Year and Director of Enrolments and records of student response to the strategy will be kept. Parents will be kept informed of the student's academic progress while the student is receiving formal intervention.

Intervention strategy

The School's strategy for identifying and assisting students at risk of not meeting course progress requirements includes, but is not limited to, the following processes and procedures (Intervention Strategy):

- (a) the School will identify overseas students who are at risk of not meeting the course progress requirements by reviewing all overseas students' course progress at the end of each semester;
- (b) the School will contact identified students and provide counselling to determine the reasons for the overseas student's current level of academic progress;

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- (c) the Head of Year will meet with the identified overseas student to develop strategies to assist the student to achieve satisfactory course progress (Individual Strategy). Each Individual Strategy will be developed on a case by case basis depending on the specific needs of the overseas student.

Unless implemented earlier by the School, the Intervention Strategy will be activated where an overseas student does not achieve (as a minimum) a grade of Sound Achievement in at least half of the subjects being studied by the overseas student in a semester. Intervention strategies may include:

- i. After hours tutorial support (provided by the School at no extra cost)
- ii. Academic and pastoral mentoring
- iii. Subject selection support (change of subjects, reduced load)
- iv. Counselling

Failure to meet satisfactory course progress

Students on an Intervention Strategy will be given a minimum of 1 study period (1 semester) to meet course requirements set by the School (could be more than 1 study period if the student shows significant progress towards improvement). If, after an Intervention Strategy has been implemented and run its course, the School determines that an overseas student has failed to meet satisfactory course progress, the School will notify the overseas student, through his Parent or Guardian, in writing that:

- (a) the School intends to report the student for not achieving satisfactory course progress; and
- (b) the Parent or Guardian has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (c) If a Parent or Guardian wishes to lodge an external complaint about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.
- (d) The school will notify the ESOS agency via PRISMS of the student not achieving satisfactory course progress as soon as practicable where: i. the student does not access the complaints and appeals process within 20 days, or ii. the student withdraws from the complaints and appeals process by notifying the Principal of Name of School in writing, or iii. the complaints and appeals process, including any external appeal made by the student, results in a decision in favour of the school.

Where:

- (a) the Parent or Guardian does not access the complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (b) the Parent or Guardian accesses the complaints and appeals process within 20 working days but later withdraws from the process; or

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- (c) the internal complaints and appeals process is completed and results in a decision supporting the School and:
 - (i) the Parent or Guardian does not access the external complaints and appeals process within 10 working days, or earlier notifies the School of a decision not to do so;
 - (ii) the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - (iii) the external complaints and appeals process is completed and results in a decision supporting the School, the School will notify the ESOS Agency via PRISMS of the overseas student not having achieved satisfactory course progress.

COMPLETION WITHIN EXPECTED DURATION OF STUDY

- (a) The School will monitor the course progress of each overseas student to ensure that at all times the overseas student is in a position to complete the course within the Expected Duration by periodically reviewing course progress records.
- (b) The School may only extend the duration of the overseas student's study where it is clear the overseas student will not complete their course within the Expected Duration due to:
 - (i) Compassionate or Compelling Circumstances;
 - (ii) the implementation of the Intervention Strategy; or
 - (iii) the School having initiated or approved a deferment or suspension of study under the School's *Deferment, Suspension and Cancellation Policy for Overseas Students*.
- (c) Where there is a variation in the study load of an overseas student that may affect the overseas student's ability to complete the course within the Expected Duration, the School will record the variation and reasons for the variation on the overseas student's file. Where the variation means the overseas student will not complete the course within the Expected Duration and requires an extension, the School will report this to the ESOS Agency via PRISMS and/or issue a new confirmation of enrolment.

COURSE ATTENDANCE

- (a) To achieve satisfactory course attendance, all overseas students must attend 80% of scheduled course contact hours each semester, 70% if inhibited by Compassionate or Compelling Circumstances.
- (b) The number of days, the student would have to be absent to fall below the attendance threshold for a study period is calculated as a 20-week study period with 5 days a week equalling 100 school days. 20% of this is 20 school days.
- (c) The School will assess satisfactory attendance of an overseas student by reviewing attendance records on a regular basis.
- (d) Student attendance and absenteeism is:
 - (i) checked on each School day by way of roll-call in each class;
 - (ii) recorded electronically; and
 - (iii) monitored and assessed by the School Marshall over the semester.
- (e) Late arrival will be recorded as a part-day and may be included in the assessment of attendance.
- (f) A student who reaches 10% absence, or who has been absent for more than five (5) school days without explanation or approval, is considered 'at risk'.

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- (g) The School will contact an overseas student to discuss attendance requirements and offer any necessary support where a student has been absent without approval for more than five consecutive days or where the School determines the overseas student is at risk of not attending 80% of the scheduled course hours for the semester. The School will contact the student's Parent or Guardian and take appropriate action which may include the student meeting with one or more of the Head of Year, Head of School (Middle or Senior), or a member of the School's counselling staff. The School will document steps taken to address attendance. Compelling or Compassionate Circumstances may apply if:
 - (i) the overseas student produces documentary evidence clearly demonstrating that Compassionate or Compelling Circumstances apply; and
 - (ii) the School confirms that the overseas student is attending at least 70% of the scheduled course contact hours.
- (h) If the School assesses that an overseas student has not achieved satisfactory attendance, the School will notify the Parent or Guardian in writing:
 - (i) of the School's intention to report the overseas student for not achieving satisfactory attendance; and
 - (ii) that he or she has 20 working days in which to access the School's internal complaints and appeals process. Refer to the School's *Complaints and Appeals Policy for Overseas Students*.
- (i) If a Parent or Guardian wishes to lodge an external complaint or appeal about the outcome of the internal complaints and appeals process, the Parent or Guardian may contact the Overseas Students Ombudsman. Any external complaint or appeal to the Overseas Student Ombudsman must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal complaints and appeals process.

Where:

- (i) the overseas student or Parent or Guardian does not access the School's internal complaints and appeals process within 20 working days or earlier notifies the School of a decision not to do so;
- (ii) the School's internal complaints and appeals process is accessed within 20 working days, but the complaint or appeal is later withdrawn; or
- (iii) the School's internal complaints and appeals process is completed and results in a decision supporting the School and:
 - a. the Parent or Guardian does not access the external complaints and appeals process within 10 working days or earlier notifies the School of a decision not to do so;
 - b. the external complaints and appeals process is accessed within 10 working days, but the complaint or appeal is later withdrawn; or
 - c. the external complaints and appeals process is completed and results in a decision supporting the School, the School will notify the ESOS Agency via PRISMS of the overseas student not having achieved satisfactory course attendance.

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DEFERMENT, SUSPENSION AND CANCELLATION POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Compassionate and Compelling Circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing, and may include but are not limited to:

- (a) illness or injury, which is supported by a medical certificate stating the overseas student was unable to attend classes;
- (b) bereavement of a close family member such as a parent, sibling or grandparent (where required by the School, a death certificate should be provided);
- (c) major political upheaval or natural disaster in the overseas student's home country requiring emergency travel that has impacted or is likely to impact on the overseas student's studies; or
- (d) a traumatic experience which has impacted on the overseas student (supported by police or a psychologist's report where required by the School).

Extenuating Circumstances may include but are not limited to:

- (e) the overseas student fails to comply with welfare and accommodation arrangements approved by the School (for students under 18 years of age);
- (f) the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new living arrangements;
- (g) the overseas student is missing;
- (h) the overseas student has medical concerns or severe depression or psychological issues which has led the School to fear for the overseas student's wellbeing;
- (i) the overseas student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the overseas student or others;
- (j) the overseas student is at risk of committing a criminal offence;
- (k) the overseas student is the subject of an investigation relating to criminal matters; or
- (l) any other circumstance the School regards as serious which relates to the welfare of the overseas student.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the Education Services for Overseas Students Act 2000 (Cth).

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CoE - is the 'Confirmation of Enrolment' - The CoE provides evidence of a student's enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). This evidence is required before Home Affairs will issue a student visa. The CoE contains information about the Provider, agent (if involved), course and duration of study in which the student has enrolled.

Deferment of enrolment - to defer or suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, PRISMS of the deferment of enrolment. A student may request a temporary deferment to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student's enrolment due to misbehaviour of the student.

Exclusion from class – when a student is not allowed to attend classes for a period of time but may access learning material offline.

Suspension from attending school - when a student is removed from school or class for a period of time. After a suspension, they will return to school or class. When considering suspending a student, the Principal must take into account the disruption to your child's learning, their disability, home circumstances, educational needs.

Suspension of enrolment - To suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, through PRISMS of the suspension of enrolment. A student may request a temporary suspension to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student's enrolment due to misbehaviour of the student. It is important to note the meanings of the terms for this context – suspension of enrolment is not necessarily due to misbehaviour – suspension of enrolment may also be initiated by the student.

PRISMS - The Provider Registration and International Student Management System (PRISMS) is the system used to process information given to the Secretary of DEST by registered providers.

Cancellation of enrolment - The provider notifies the Department of Education through PRISMS that it wishes to permanently cancel (terminate) the student's enrolment. Once this process is complete, the student's CoE status will be listed as 'cancelled'.

STUDENT REQUESTED DEFERMENT OR SUSPENSION OF ENROLMENT

- (a) If the Parents or Guardians seek to defer the commencement of enrolment, or suspend enrolment for the overseas student, an application should be made to the School in writing. A pro-forma application for deferment of commencement or suspension of enrolment is available in the School's handbook for overseas students.
- (b) The School will only approve a deferment or suspension of enrolment where, in the School's view, Compassionate and Compelling Circumstances exist justifying the deferment or suspension.
- (c) Applications will be assessed on merit by the Deputy Headmaster – Students. This may include a consideration of:

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- (i) whether Compassionate and Compelling Circumstances exist;
 - (ii) the written application requesting the deferment or suspension, or other documents or evidence provided by the overseas student or his Parent or Guardian; and/or
 - (iii) any other matter the Deputy Headmaster – Students considers relevant to the decision.
- (d) All applications for deferment or suspension will be considered by the Deputy Headmaster – Students within ten (10) working days of receipt.
- (e) The School will keep on the overseas student's file documentary evidence of the assessment of the application for deferment or suspension, and a record of the Deputy Headmaster – Student's decision to approve or reject the application.
- (f) Any period of approved suspension will not be included in attendance calculations for the purpose of the School's Course Progress and Attendance Policy for Overseas Students.

STUDENT INITIATED CANCELLATION OF ENROLMENT

If the Parents or Guardians cancel the enrolment of the overseas student, they must provide written notice to the School as set out in the Student Enrolment Agreement.

SCHOOL INITIATED DEFERMENT OR SUSPENSION FROM ENROLMENT

- (a) The School may initiate a deferment or suspension of enrolment for an overseas student on the following grounds:
- (i) misbehaviour by the overseas student; or
 - (ii) Compassionate or Compelling Circumstances.
- (b) The School will assess whether deferment or suspension of an overseas student is appropriate by having regard to:
- (i) whether Compassionate and Compelling Circumstances exist;
 - (ii) the overseas student's behaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students; or
 - (iii) any other matter the School considers relevant to the decision.
- (c) Where the School initiates the suspension of an overseas student, the overseas student must abide by the conditions of his suspension from enrolment, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster - Students.
- (d) Where a decision is made by the School to suspend an overseas student for 28 days or less, the overseas student must continue to meet the academic requirements of the course.
- (e) Where a decision is made by the School to suspend an overseas student for more than 28 days, the overseas student is required to return to his home country unless the School determines that special circumstances exist (e.g. the overseas student is medically unfit to travel).
- (f) If the School determines special circumstances exist that require the overseas student to remain in Australia for the duration of the suspension, the overseas student must abide by

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the conditions of his suspension, which will depend on the welfare and accommodation arrangements in place for the overseas student and will be determined by the Deputy Headmaster – Students.

- (g) Any period of suspension will not be included in attendance calculations for the purpose of the School's Course Progress and Attendance Policy for Overseas Students.

SCHOOL INITIATED CANCELLATION OF ENROLMENT

The School may cancel the enrolment of an overseas student in the following circumstances:

- (a) the Parents or Guardians fail to pay course fees when due and owing or otherwise do not comply with the terms of the letter confirming the overseas student's offer of placement at the School;
- (b) the Parents or Guardians change the overseas student's living arrangements, including a termination of the overseas student's living arrangements at Harlin House, and the School does not approve of the new arrangements;
- (c) the overseas student fails to comply with the welfare and accommodation arrangements approved by the School;
- (d) the overseas student engages in misbehaviour, including any behaviour identified in the School's Code of Expectations and Behaviour for Students, including without limitation:
 - (i) failing to behave in a manner which enhances the overseas student's reputation and the reputation of the School;
 - (ii) failing to follow the rules and expectations as outlined in the School Handbook;
 - (iii) disrespecting the School's teachers or other staff members;
 - (iv) causing harm to others;
 - (v) interfering with the property of others;
 - (vi) bringing the School into disrepute; or
 - (vii) being involved with drugs (including cigarettes and alcohol); or
- (e) the overseas student fails to maintain satisfactory course progress or satisfactory attendance which results in the School notifying the Department of Education and Training via PRISMS. Refer to the School's Course Progress and Attendance Policy for Overseas Students.

DECISION OF THE SCHOOL TO DEFER, SUSPEND OR CANCEL ENROLMENT

- (a) Where the School intends to suspend or cancel the enrolment of an overseas student, the School will notify the overseas student, through the Parents or Guardians:
 - (i) of the School's intention to defer, suspend or cancel the overseas student's enrolment;
 - (ii) of the ability to access the School's internal complaints and appeals process under the Complaints and Appeals Policy for Overseas Students within 20 working days;
 - (iii) that deferment, suspension or cancellation of enrolment can affect the overseas student's visa, and the Parents or Guardians should contact the Department of Home Affairs (DHA) for advice.

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- (b) The School will keep on an overseas student's file documentary evidence of the assessment of the School's decision to defer, suspend or cancel the enrolment of the overseas student.

COMPLAINTS AND APPEALS

- (a) School initiated deferment or suspension from enrolment or cancellation of enrolment is subject to the School's internal complaints and appeals process under the School's Complaints and Appeals Policy for Overseas Students.
- (b) If the Parents or Guardians access the School's internal complaints and appeals process in relation to a School initiated deferment, suspension or cancellation, the deferment, suspension or cancellation of the overseas student's enrolment will not take effect until the internal complaints and appeals process is completed, unless Extenuating Circumstances exist. The Deputy Headmaster – Students will determine if participation will be in class or under a supervised arrangement outside of classes.
- (c) The final determination of whether Extenuating Circumstances exist is at the Headmaster's sole discretion.
- (d) In the case of a School initiated deferment, suspension or cancellation of enrolment:
 - (i) The Parents or Guardians may also lodge an external complaint or appeal to the Overseas Student Ombudsman, which must be made within ten (10) working days of the Parent or Guardian receiving notification of the outcome of the internal Formal Complaint or Appeal; however
 - (ii) The School is not required to await the outcome of an external appeals process before notifying DET through PRISMS of a decision to defer or suspend the enrolment due to misbehaviour, or to cancel the enrolment.

CONSEQUENCES OF DEFERMENT, SUSPENSION OR CANCELLATION

- (a) Any deferment, suspension or cancellation of enrolment (whether by the School or on behalf of the student) may have an effect on an overseas student's visa. Parents and Guardians should contact DHA for advice should there be a change to the student's enrolment status.
- (b) The School is required to notify the Department of Education and Training via PRISMS if:
 - (i) the overseas student's enrolment is deferred, including the proposed duration of the deferment and any changes to the proposed date of the deferment of enrolment;
 - (ii) the overseas student's enrolment is suspended, including the proposed duration of the suspension and any changes to the proposed end date of the suspension; and
 - (iii) the overseas student's enrolment is cancelled (whether the cancellation is a result of action by the student or the School or otherwise).
- (c) The School's Accommodation Policy sets out the accommodation, support and welfare requirements for overseas students, including in the event of suspension or cancellation of enrolment.

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REFUNDS

The School's Refund Policy for overseas students sets out the School's policy about refunding fees in the event of cancellation of enrolment, including the amounts which may be refunded and the processes for providing a refund.

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COMPLAINTS AND APPEALS POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

ESOS Act means the Education Services for Overseas Students Act 2019 (Cth) (as amended or replaced from time to time).

ESOS Framework means the regulatory requirements for education and training institutions offering courses to international students in Australia on a student visa, including the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

PRISMS means the Provider Registration and International Student Management System. Registered Provider has the meaning under the ESOS Act.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

PURPOSE

- (a) The purpose of Brisbane Grammar School's Complaints and Appeals Policy is to provide a student or parent(s)/legal guardian with the opportunity to access procedures to facilitate the resolution of a dispute or complaint involving Brisbane Grammar School, or an education agent or third party engaged by Brisbane Grammar School to deliver a service on behalf of the School.
- (b) 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/Code of Conduct.

INFORMAL COMPLAINTS RESOLUTION

- (a) In the first instance, Brisbane Grammar School requests there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint.
- (b) Students should contact the Head of Year in the first instance to attempt mediation/informal resolution of the complaint.

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- (c) If the matter cannot be resolved through mediation, the matter will be referred to the Deputy Headmaster and Brisbane Grammar School's internal formal complaints and appeals handling procedure will be followed.

FORMAL INTERNAL COMPLAINTS HANDLING & APPEALS PROCESS

- (a) 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.
- (b) The student must notify the school in writing of the nature and details of the complaint or appeal.
- (c) Written complaints or appeals are to be lodged with the Deputy Headmaster.
- (d) 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 working days from the date of receipt of notification in which to lodge a written appeal.
- (e) Complaints and appeals processes are available to students at no cost.
- (f) Each complainant has the opportunity to present his case to the Deputy Headmaster.
- (g) Students may be accompanied and assisted by a support person at all relevant meetings.
- (h) The formal internal complaints and appeals process will commence within 10 working days of lodgement of the complaint or appeal with the Deputy Headmaster and will be finalised within 10 days, or as soon as practicable.
- (i) For the duration of the internal complaints and appeals process the student's enrolment will be maintained, as required under the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and the student must continue to attend classes. However, if the Deputy Headmaster deems that the student's health or well-being, or the well-being of others is at risk he may decide to suspend or cancel the student's enrolment before the complaints and appeals process has been accessed or fully completed. In such cases, the student may still lodge a complaint or appeal, even if the student is offshore.
- (j) Once the Deputy Headmaster 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, and a copy will be retained on the student's file.
- (k) If the complaints and appeals procedure finds in favour of the student, Brisbane Grammar School will immediately implement the decision and any corrective and preventative action required and advise the student of the outcome and action taken.
- (l) Where the outcome of a complaint or appeal is not in the student's favour, the school will advise the student within 10 working days of concluding the internal review of the student's right to access the external appeals process. However, the school is only obliged to await the outcome of an external appeal if the matter relates to a breach of course progress or attendance requirements. For all other issues, the school may take action (including making changes to the student's enrolment status in PRISMS) in accordance with the outcome of the internal appeal.

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EXTERNAL APPEALS PROCESS

- (a) If the student is dissatisfied with the conduct or result of the internal complaints and appeals procedure, he may contact and / or seek redress through the Overseas Students Ombudsman at no cost. Please see: <http://www.ombudsman.gov.au/How-we-can-help/overseas-students> or phone 1300 362 072 for more information.
- (b) If the student wishes to appeal a decision made by Brisbane Grammar School that relates to being reported for a breach of course progress or attendance requirement (under Standard 8), the student must lodge this appeal with the Overseas Student Ombudsman's office within 10 working days of being notified of the outcome of his internal appeal.
- (c) If the student wishes to appeal a decision made by Brisbane Grammar School that relates to:
 - i. refusal to approve a transfer application (under Standard 7), or
 - ii. suspension or cancellation of the student's enrolment (under Standard 9) any choice to lodge an external appeal with the Overseas Student Ombudsman is at the student's discretion. The school need not await the outcome of any external appeal lodged, before implementing the outcome of the internal appeal.

OTHER LEGAL REDRESS

Nothing in the School's Complaints and Appeals Policy negates the right of an overseas student to pursue other legal remedies.

OUTCOME OF PROCESS

If the internal or any external complaint or appeal process results in a decision that supports the overseas student, the School will immediately:

- (a) implement any decisions and/or corrective and preventative action required; and
- (b) advise the Parent or Guardian of the outcome.

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STUDENT TRANSFER REQUEST POLICY FOR OVERSEAS STUDENTS

DEFINITIONS

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a Registered Provider.

Registered Provider has the meaning under the Education Services for Overseas Students Act 2019 (Cth) as amended or replaced from time to time.

OVERVIEW

1. Under the ESOS National Code 2018, Registered Providers cannot enrol overseas students seeking to transfer from another Registered Provider before that overseas student has completed six (6) months of their principal course of study, except in some circumstances. This applies to transfers of overseas students to and from the School, from or to another school in Australia which is a Registered Provider.
2. If an overseas student has completed six (6) months of their principal course of study with the School, the overseas student may transfer to another school (which is a Registered Provider) without the School's permission. However, if the overseas student has not completed six (6) months of their principal course of study, the overseas student requires a letter of release to enable the overseas student to transfer to another school that is a Registered Provider.
3. In this policy, "six (6) months" means six calendar months from the date the student starts the course, not including any period of deferment or suspension.

TRANSFER OF AN OVERSEAS STUDENT TO ANOTHER SCHOOL BEFORE SIX (6) MONTHS

- (a) Overseas students are restricted from transferring from their first registered school sector course of study for a period of six months. This restriction also applies to any course(s) packaged with their first registered school sector course of study. Exceptions to this restriction are:
- i. If the student's course or school becomes unregistered
 - ii. The school has a government sanction imposed on its registration
 - iii. A government sponsor (if applicable) considers a transfer to be in the student's best interests

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- iv. If the student is granted a release in PRISMS.
- (b) Students can apply to be released by submitting a Student Transfer Request Application at no charge to enable them to transfer to another education provider. However, if a student has not completed the first six months of the first registered school sector course of study or is under 18 years of age, conditions apply.
- (c) Brisbane Grammar School will only release a student before completing the first six months of their first registered school sector course in the following circumstances:
- i. The student has changed welfare and accommodation arrangements and is no longer within a reasonable travelling time of the school.
 - ii. The student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with Brisbane Grammar School 's intervention strategy to assist them in accordance with Standard 8 (Overseas student visa requirements).
 - iii. The student provides evidence of compassionate or compelling circumstances.
 - iv. Brisbane Grammar School fails to deliver the course as outlined in the written agreement.
 - v. The student provides evidence that their reasonable expectations about their current course are not being met.
 - vi. The student provides evidence that he was misled by Brisbane Grammar School or an education or migration agent regarding Brisbane Grammar School or its course and the course is therefore unsuitable to his/her needs and/or study objectives.
 - vii. An appeal (internal or external) on another matter results in a decision or recommendation to release the student.
 - viii. Any other reason stated in the policies of Brisbane Grammar School.
- (d) Students under 18 years of age MUST also have:
- i. Written evidence that the student's parent(s)/legal guardian supports the transfer application
 - ii. Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative.
- (e) Brisbane Grammar School will NOT agree to the transfer before the student completes the first six months of their first registered school sector course in the following circumstances:
- i. The student's progress is likely to be academically disadvantaged
 - ii. Brisbane Grammar School is concerned that the student's application to transfer is a consequence of the adverse influence of another party
 - iii. The student has not had sufficient time to settle into a new environment in order to make an informed decision about transfer

Brisbane Grammar School

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- iv. The student has not accessed school support services which may assist with making adjustments to a new environment, including academic and personal counselling services
 - v. School fees have not been paid for the current term/semester.
- (f) To apply for transfer to another provider, students need to:
- i. Complete an Application for Student Transfer Form.
 - ii. Give this completed application form and a valid offer of enrolment from another provider for assessment.
 - iii. If under 18 years of age, attach written confirmation of the parent/s or legal guardian/s support for the transfer to the nominated provider.
- In this case, the valid offer of enrolment must also confirm the new provider's acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from Brisbane Grammar School, in accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.
- (g) Brisbane Grammar School will assess the student's transfer request application and notify the student of a decision within 10 working days.
- (h) If Brisbane Grammar School grants the student's transfer request, the student will be notified, and the decision will be reported to the Department of Home Affairs (Immigration) via PRISMS.
- (i) If Brisbane Grammar School intends to refuse the student's transfer application request, Brisbane Grammar School will provide the student with reasons for refusal in writing and include a copy of Brisbane Grammar School's complaints and appeals policy. The student has the right to access Brisbane Grammar School's complaints and appeals process and has 20 working days to do this. The student's transfer request application will only be finalised in PRISMS after one of the following occurs:
- i. the student confirms in writing they choose not to access Brisbane Grammar School's complaints and appeals process, or
 - ii. the student confirms in writing they withdraw from any appeals process they have commenced, or
 - iii. the appeals process is completed, and a decision has been made in favour of the student or Brisbane Grammar School.
- (j) Applications to transfer to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

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STUDENTS WHO ARE NO LONGER SUBJECT TO THE TRANSFER RESTRICTION WHERE BGS HOLDS WELFARE RESPONSIBILITY VIA A CAAW

- (k) Students under 18 years of age MUST have:
- i. Written evidence that the student's parent(s)/legal guardian supports the transfer application
 - ii. Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative.
- (l) To apply for transfer to another provider, students need to:
- i. Complete an Application for Student Transfer Form.
 - ii. Give this completed application form and a valid offer of enrolment from another provider to the Deputy Headmaster for assessment and response within 10 working days.
 - iii. If under 18 years of age, attach written confirmation of support for the transfer to the nominated provider by a parent/s or legal guardian/s.

In this case, the valid offer of enrolment must confirm acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from Brisbane Grammar School in accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.

- (m) Brisbane Grammar School will negotiate the welfare transfer date with the receiving provider and will advise the student of the welfare transfer date within 10 working days.

Transfers to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

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