

This document sets out the terms and conditions under which International students are enrolled at Billanook College and forms part of the written Agreement for enrolment. This document relates to the enrolment of International students only. The information is current at the time of publication, but the College retains the right to amend these terms and conditions at any time. A place in the College is subject to agreement by parents/guardians and students to abide by the College's policies. These policies are designed to enhance and assist in the delivery of educational programs in accordance with the *ESOS (Education Services for Overseas Students Regulations) Act* and the *National Code (2018)*.

In this document:

Agent means International Student Education Agents approved by Billanook College. See the list of Agents associated with Billanook College on our website.

Agreement means this Agreement and any subsequent variations made from time to time by the Board and as advised in writing by the College to the parents.

Billanook College, Billanook and the College refers to:
Billanook College Ltd. of 197-199 Cardigan Road, Mooroolbark Victoria 3138.

The Board means the Billanook College Ltd Board of Directors.

College Policies means obligations as to conduct as published by the College including as set out in the College website and *MyConnect*, including, without limitation any codes of behaviour for the College's students and parents, *Community Expectations Policy*, *Parent Code of Conduct*, student wellbeing and management policies, Payment of Fees and Charges (refer Section 10 of this document), and all College policies as otherwise advised by the College from time to time.

Composite Fee means the fees charged by the College which covers various items supplied at School, including but not limited to course materials, day excursions, camps, the College Sport Program and Student Accident Insurance, as well as the provision of on-site health care. This is a fixed fee charged in conjunction with the Tuition Fee.

Discount means any discount or fee reduction agreed to by the College in accordance with any discount policy published by the Board and otherwise in accordance with the terms of this Agreement.

Fee Schedule means the annual written document published by the Board setting out the scale of fees to be charged by the College for Tuition Fees, Composite Fees and other charges.

Fees means all fees and amounts invoiced by and payable to the College including Tuition Fees, Composite Fees, Building levies and any additional charges or fees as set out in this Agreement.

MyConnect means the College's intranet site.

Parent Lounge means the College's intranet portal.

Parents and **You** mean the person or persons named as parent/s or guardian/s of the student/s being enrolled, and unless advised otherwise in writing, are the person or persons authorised to deal with the College on all issues relevant to the student and the student's enrolment at the College.

Statement means the invoice generated by the College annually setting out the Fees payable and the due dates for payment of the Fees.

International Student, Student and **Your child** mean the student/s being enrolled and named as the student in this Agreement and the Enrolment Application under a student visa (sub-class 500)

Note: Families applying from overseas who hold either a temporary (e.g. sub-class 188) or permanent residence visa should apply as local students. However, some of the enrolment requirements for International Students, for example English language proficiency, are still relevant.

Tuition Fee means the Fee charged by the College which covers the **comprehensive** costs of providing educational services to students.

1. EDUCATIONAL SERVICES PROVIDED

Billanook College is listed on the *Commonwealth Register of Institutions and Courses for Overseas Students* (CRICOS Provider No. 00131M) to enrol International students at all Primary and Secondary school levels.

Billanook College will provide a school curriculum from Prep to Year 10 based on The Victorian Curriculum Foundation to 10 priorities and standards (or equivalent if superseded).

Years 11 and 12 is based on the Victorian Certificate of Education (VCE) (or equivalent if superseded). Due to Government regulations Billanook does not offer International students all of the courses or activities as offered to our local students. This includes some VET studies and other subjects by external education providers and work experience or community service placements.

The courses of study shall be primarily delivered at Billanook College, 197-199 Cardigan Road, Mooroolbark, Victoria, 3138. On occasions course delivery may occur at offsite locations in such circumstances as mandatory educational excursions and study camps.

The courses are solely offered in 'face to face' mode except in an emergency situation imposed by Government authorisation.

The College encourages students to achieve their personal best by partnering with parents/guardians. However, the College does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the College accepting the student for enrolment.

2. APPLICATION PROCESS

Parents should prepare well in advance for submission of documentation to enrol at Billanook College, including facilitation of an Internationally recognised test of English language proficiency to allow for planning of successful transition to mainstream studies. In most cases, planning and preparation should occur no less than nine months prior to the desired entry date for mainstream studies at Billanook College.

Application must be made on the official Billanook College International Student Application for Enrolment Proforma as provided herewith to form part of this written Agreement, together with all required documents in accordance with the College *International Student Application and Enrolment Policy*.

While application is a pre-requisite to admission, it is not a guarantee of admission, and the College reserves the right to offer a place to any applicant irrespective of the date of submission of the formal application.

3. ADMISSION TO THE COLLEGE

Admission to the College is conditional upon the Principal being satisfied as to the suitability of the applicant.

Assessment of suitability shall include consideration of a range of factors:

- Academic history of applicant – aptitude and effort
- Evidence of English language proficiency
- Personal interview
- Co-curricular interests
- Evidence of student's good character

Refer to *International Student Application and Enrolment Policy* for further details of English language proficiency and academic pre-requisites.

Once the assessment process has been completed, parents will be informed in writing of the application outcome, either directly or via the nominated Agency through receipt of a formal Letter of Offer, requesting payment in full of the invoiced fees by the due date. The College shall be under no obligation to honour that offer of a place once the date of offer acceptance, as stated, expires.

Confirmation of the enrolment (issue of CoE) place shall not occur until all required additional documentation is received by the International Student Registrar including:

- Completed International Student Acceptance of Enrolment form;
- Completed Student Medical Information form;
- Completed International Student Profile form.

Should the enrolment application process be terminated for any reason by the parent or their Agent after receipt of payment by the College, the administration fee payment is not refundable.

The College reserves the right to place conditions on issue of a Confirmation of Enrolment. These conditions will generally relate to:

- the student demonstrating satisfactory progress in an approved ELICOS Program with attainment of a prescribed level of English language skill development.
- the student demonstrating acceptable conduct and application to ELICOS studies.
- the student demonstrating acceptable conduct within homestay or boarding accommodation as provided by the ELICOS Centre and within the wider community.

The College may also request the student undertakes further objective assessment of readiness for mainstream studies as they near completion of their approved ELICOS Program, prior to confirming the place. This test must be taken in a timely manner and must occur at the expense of the family if deemed necessary by Billanook College. Refusal to undertake this test as directed by Billanook College may be grounds for withdrawal of the offer of a place.

Billanook College reserves the right to withdraw the offer of a place through communication with the parent or Agent in writing should the student be deemed to have failed to meet the conditions of the offer within the expected duration. Every effort shall be made to ensure that formal communication of the withdrawal of the offer occurs in a timely manner to allow parents/Agents to explore other study pathways. In such cases, the College shall implement its *International Student Refund Policy*.

4. DISCLOSURE

Important information you need to tell us.

This agreement is entered into in the utmost good faith. You must:

- before or at the time of enrolment application process, advise Billanook College of any matters relating to the learning, emotional, medical or physical needs of your child;
- advise Billanook College of any change to the above information as soon as possible.

This information is important as it allows Billanook to assess the needs of your child. If you fail to provide this information, or if it is inadequately disclosed, Billanook College reserves the right to discontinue the student's enrolment.

You must keep the College updated of any changes to the student's medical details and/or contact details, including emergency contact details and also the parent's employment details, business address, residential address, email address and contact telephone numbers, and any other changes to Parenting Orders and must notify the College within seven days of a change occurring.

You must advise the College of any change to contact details for the Nominated Account Payee to allow the College to be clear and effective in communication of all financial matters associated with this Agreement.

You acknowledge that all of the following documents form part of the written Enrolment Agreement:

- Application for Enrolment
- Terms and Conditions for International Students (this document)
- Letter of Offer
- All the College International Student Policies and Procedures as stated in Section 27 and available on the College website at: <https://billanook.vic.edu.au/enrolment/international-students/program-policies/>

The College reserves the right to obtain any further information regarding the student through reasonable action and lines of enquiry, as deemed applicable.

You agree to notify the College in writing of any change to the Visa status of the student, of the parent or of any legal guardian of the student without delay.

5. CONTINUED ENROLMENT CONDITIONS

The parent acknowledges that it is an express condition of enrolment and continued enrolment that the student and the parents comply at all times with the College policies and procedures, including the *Community Expectations Policy* and the *Parent Code of Conduct*.

The parent further acknowledges that continued enrolment is at the absolute discretion of the Principal, having regard to the best interest of other students, Staff and the College community.

The College reserves the right to require students to participate in mandatory educational and co-curricular programs as considered appropriate to specific year levels of enrolment, both in and out of regular school hours of attendance.

Refer to the **Termination of Enrolment** section in this document and the *International Student Deferring, Suspending or Cancelling Enrolment Policy* available on the College website for more information.

6. PARENTS' RIGHTS AND RESPONSIBILITIES

The College will proceed and act on the basis that each parent has equal rights and responsibilities in relation to the student and will rely on the authority of either parent in connection with matters concerning the student unless either:

- (i) the College is supplied with a Court Order or written authorisation signed by the parents which provide otherwise; or
- (ii) the Principal in their sole discretion is satisfied in all of the circumstances that there is a good reason to vary the arrangement and has advised the parents in writing of their intention to do so; or
- (iii) the College is satisfied in all the circumstances that there is reason to act on one parent's instructions and not the other.

7. PERSONAL POSSESSIONS

The parent acknowledges that it is the student's responsibility to care for the security of their personal possessions and that the College will not be held responsible for any loss, theft or damage to the personal property of the student at any time and regardless of fault.

The College recommends that parents consider appropriate personal property insurance to cover any losses.

8. FEES AND CHARGES

The Fees for each academic year will be set annually by the College Board and notified to parents, through publication on the College website, within a reasonable time thereafter. The current **International Student Fee Schedule** can also be found on the College website at: <https://billanook.vic.edu.au/enrolment/international-students/international-fees/>

The College reserves the right to determine the initial fee instalment, payable in advance by the parent to allow for issuance of the Confirmation of Enrolment (CoE). The key factors in this determination will be the timing of the Application Process and the timing of any ELICOS Program requirements.

As required under the *ESOS Act* the College cannot charge more than 50% of total course fees before the student commences their course, however if the student or parent choose to pay more than 50% of course fees in advance this is permitted.

Tuition and Composite Fees are billed in advance in September and payable in full in advance in October each year, in order to secure the enrolment place for the following academic year.

A statement for Fees will be forwarded by the College to the parents setting out the Fees payable and the due dates for receipt of those Fees by the College.

You acknowledge that the Fees are subject to increase at any time without notice.

No reduction in Fees is available for student absences of less than one full term. For absences of one full term or more, application for a reduction in Fees should be made in writing to the Principal.

9. OTHER FEES AND CHARGES

Compulsory Fees

Administration Fee: Is payable on application for enrolment, per student. The Administration Fee assists to offset a range of administrative costs associated with Billanook College choosing to operate an International Student Program with CRICOS registration. This fee is neither refundable nor transferable.

Airport Transfer Transport Fee: The College facilitates all transport to and from the homestay residence and Melbourne Airport for International students unless authorized in advance for an alternative method of transport to be used.

Homestay Relocation Fee: In the event that an International student is required to relocate to a new residential (homestay) address on a permanent basis, the first relocation will not incur a fee, however all subsequent relocations will incur a fee.

Homestay Welfare Levy: An annual payment to contribute to the cost of providing welfare and support by Billanook College to the child in homestay and their family within and outside school hours.

Information and Communication Technology (ICT) Levy: A \$210 ICT levy is charged for all Years 5 to 11 students. This fee contributes to the maintenance of our existing infrastructure network and the supply of relevant hardware and software.

Overseas Student Health Cover Fee: The College facilitates mandatory Overseas Student Health Cover (OSHC) through a large and reputable health insurance company, BUPA. OSHC is payable in advance for the duration of the student visa. This insurance cover is arranged by the College and invoiced to parents/guardians as part of the enrolment process.

Victorian Curriculum Assessment Authority (VCAA) Registration Fee: All International students enrolled in at least one VCE subject will be charged the VCAA fee to cover the administration expenses and costs of assessment and reporting to VCAA. The rate will vary depending upon the number and type of units of study per student.

Non-Compulsory fees

Bus Travel Fees: Full year bus fees are billed in two instalments – April and July. Please refer to the separate Schedule of Charter Bus Fees, which is available from the Transport Co-ordinator.

Music Fees: Music tuition and Instrument hire fees are charged per term. Please refer to the Performing Arts Department for the current fee rate.

Other Sundry Charges: There may be other sundry charges billed throughout the year. These include, but are not limited to:

Biology/Physics Camps	Tennis Lessons
Sport Electives	Combination Locks
Volleyball Fees	Overdue Library Resource Charges
Overseas/Interstate Trips	VCE Outdoor and Environmental Studies
Subject Levies	VET Course Fees

Overseas/Interstate Trips: With regard to student participation in optional, user pays activities that are billed as an addition to the Composite Fee (e.g. Overseas Tours, Conferences and Student Exchanges) parents should be aware that attendance is a privilege and not a right. Consideration will be given to a number of factors, including ongoing positive contribution to the life of the College, ability to act as a strong ambassador for the College and ability to work in a team and take direction. Parental maintenance of their fees account with the College will also be a factor for consideration when approving attendance. Please note there may be specific terms and conditions that apply to user pays activities. Refer to *MyConnect* for more information.

Special Services: Charges in addition to the published fees may be incurred if your child requires additional integration aides or special learning support services. These fees would only be levied after direct consultation with parents and after the College receives written approval from the parents.

VCE Outdoor and Environmental Studies: An annual levy is payable for students undertaking Units 1/2 and 3/4 of the VCE Outdoor and Environmental Studies. This levy covers the additional costs associated with this course, including three full day excursions and other activities and resources. Please refer to the Subject Selection Handbook for further information regarding VCE Outdoor and Environmental Studies Fees

10. PAYMENT OF FEES AND CHARGES

You agree to pay by or before the due date, all of the fees and charges payable in connection with your child's enrolment at Billanook College. All signatories to the **International Student Letter of Offer/Enrolment Confirmation** are jointly and severally liable for all fees and charges payable, even if payment is made by only one of the signatories or a third party. This joint and several liability continues even if there are any:

- changes to the relationship;
- court orders;
- child support arrangements;
- other arrangements;

between or affecting the co-signatories.

Any request to vary this joint and several liability must be expressed in writing by the parents to the Chief Financial Officer of the College and any decision to accept such requests will be at the sole discretion of the Chief Financial Officer.

If signatures of all parents/guardians are not included on the **International Student Letter of Offer/Enrolment Confirmation**, please indicate the circumstances to the College Registrar.

It is the responsibility of the parent to ensure that Billanook College has up to date email communication details for the nominated Account Payee at all times.

11. PAYMENT METHODS

Fees and charges must be paid by the due date and may be paid by:

- Credit card – parents/guardians may present their credit card details via telephone, in person, or by completing the payment slip on the back of the statement.
- BPAY facilities are also available for fee payment. Please refer to your statement for details.
- EFT deposits can be made directly to the College bank account. Please refer to your statement for details.
- Online payment via *MyConnect*.

12. NON-PAYMENT OF FEES

If the Fees are not paid by the due date, the Applicant will be in default of this Agreement and all outstanding amounts including the balance of the annual Fees will become immediately due and payable. In these circumstances interest will accrue on the reducing balance of the Fees from the due date at the rate set out and amended from time to time in the *Penalty Interest Rates Act 1983*. Interest may be waived at the discretion of the Principal.

Where fees are not paid by the due date, the student is not permitted to incur additional costs by participating in non-curriculum elective activities until such time as the fees are brought up to date.

A parent may give a minimum of one term's notice to terminate this Agreement. The withdrawing parent will remain liable for all of the Fees incurred in relation to the student for one term after the College receives the Notice.

Where a parent has notified their intention to no longer be bound by this Agreement, the College reserves the right in those circumstances to either terminate the enrolment of the student or require a replacement person approved by it, who is prepared to take on the financial responsibility for payment of future Fees to the College, to be substituted in place of the withdrawing parent in order for the enrolment to continue.

13. INABILITY TO PAY FEES

If you are unable to pay invoiced fees and charges due to illness, unemployment or other valid reasons, you should make an appointment with the Chief Financial Officer to discuss your financial situation and to arrange alternative payment options that will see the overdue accounts repaid.

This should be done as soon as possible. Delays in communication in such instances will render it more difficult for the College to consider a suitable repayment arrangement, potentially resulting in the termination of your child's enrolment at the College.

While the College is prepared to discuss alternative payment arrangements, the College is under no obligation to agree to any proposed arrangement other than the payment of the fees and charges as per the agreed Terms and Conditions.

If your child leaves Billanook College for any reason, you will have to apply to re-enrol your child. If your child's re-enrolment is accepted, it will be subject to a condition that any outstanding fees are paid in full prior to the re-commencement of the enrolment.

Where necessary the College reserves the right to refer overdue accounts to a debt collection agency or its legal representatives without notice to you. In addition to any overdue fees and charges, the applicant may be liable for all reasonable costs incurred by the College in seeking to recover any overdue monies.

14. TERMINATION OF ENROLMENT

The College may end the enrolment of the student and terminate this Agreement if any of the following occur:

- you have not paid any fees or charges due in accordance with this Agreement;
- you do not provide us with important information about your child;
- you or your child breach a Billanook College Policy or Code of Conduct (available on *MyConnect*)

You agree and acknowledge that at the discretion of the Principal, the College has the absolute right to dismiss or suspend a student for any act of serious misconduct, major infringement of College policies (including *Student and Parent Codes of Conduct*) or continuous unacceptable behaviour.

You agree and acknowledge that unsatisfactory student attendance, unsatisfactory student conduct or unsatisfactory academic performance, are grounds for termination of this enrolment Agreement.

Without limiting the generality of the foregoing, you acknowledge that the Principal has the absolute right to dismiss or suspend the student owing to the failure by the student to behave in a socially acceptable manner outside school hours, inclusive of functioning within the homestay setting and in the wider community.

In all such cases as identified in **Section 12**, the College undertakes to implement appropriate intervention strategies to support and guide parents and students prior to termination. The College shall have full and sole responsibility for the determination of appropriate intervention strategies on a case-by-case basis.

The right of appeal is available to Applicants against a decision to suspend or cancel a student enrolment.

Termination of enrolment will result in cancellation of the CoE issued by the College.

The College is required to report Failure to Maintain Satisfactory Course Progress and Failure to Maintain Satisfactory Attendance to the Commonwealth Department of Home Affairs which may result in Student Visa cancellation.

Refer to the *International Student Deferring, Suspending or Cancelling Enrolment Policy* available on the College website for more information.

15. STUDENT VISA

Applicants are advised to allow the necessary time to complete all required student visa application processes. Advice should be sought from the Officer at the Consulate or Embassy on all steps required and time to be allowed for these processes to occur.

It is the responsibility of the parent or Agent to provide the College Registrar with a copy of the Visa Grant Notification for inclusion in the student file once it has been received by the Applicant.

It is the responsibility of the parent or their or Agent to notify the College immediately of any future student Visa changes, including Visa status and Visa type.

Please note: where a Visa change impacting fees occurs after 1 August, no fee adjustment will be applied in the year of Visa change.

16. STUDENT ARRIVAL, ORIENTATION AND COMMENCEMENT

As soon as travel plans to Australia are confirmed, the parent or their Agent must notify the International Student Programs Manager by email: internationalprograms@billanook.vic.edu.au and provide the following information to the College:

- Copies of air tickets and travel itinerary
- Copy of any relevant ELICOS Centre Offer Letter

The College shall, in the case where it has immediate CAAW responsibility, respond through communication to the parent or their Agent with arrangements for:

- Homestay selection and placement
- Airport greeting

In cases where the student falls under the initial CAAW responsibility of an approved ELICOS Centre, it is the responsibility of the parent or their Agent to ensure full awareness of, and satisfaction with, all arrangements for homestay placement and airport greeting through direct communication with the ELICOS Centre.

The College undertakes to complete a detailed Orientation Program for all International students prior to formal commencement of studies. The date and requirements for this Orientation Program shall be communicated in writing to the parent or Agent in a timely manner to allow for effective planning of travel arrangements.

17. ACCOMMODATION AND HOMESTAY

In all cases where Billanook College has issued a CAAW for the Applicant, the only form of residential accommodation that is applicable shall be Billanook College approved homestay.

It is the responsibility of Applicants and their parents to have read and understood the *International Student Homestay Policy* and the *Homestay Policy Handbook* available on the College website prior to accepting the enrolment place.

It is College policy that all enrolled students, regardless of age, must continue to reside in College approved homestay until Year 12 studies have been completed and enrolment has been finalised.

Billanook College will accept arrangements made by parents for an approved relative holding a Guardianship Visa to provide for accommodation and welfare for an enrolled International student. Due consideration however, must be given to practicalities of daily transport to and from the College campus in such instances.

18. VOLUNTARY WITHDRAWAL OF STUDENTS

Parents are to provide to the Principal, in writing, notice of their intention to withdraw their child from the College. This notice must be received no less than one term prior to the student's departure, being the final day of attendance in the preceding term, otherwise one term's fee will be charged.

Any refund you may be entitled to will be sent to you at the end of the notice period after first deducting any outstanding fees. Please refer to the *International Student Refund Policy* on the College website for further information.

19. STUDENT TRANSFER AND RELEASE

In issuing a CoE to an International student, Billanook College is making a commitment to accept that student into mainstream studies on the date specified on the CoE.

International students are required to complete the first six months of enrolment unless the College agrees to issue a formal Release from enrolment.

Parents/Agents are advised to refer to the *International Student Refund Policy* and the *International Student Transfer Assessment Policy* available on the College website for further information.

20. STUDENT AND FAMILY DETAILS

In accepting enrolment at Billanook College, the parent agrees to provide updated Personal and Family Details data on an ongoing basis without delay. The accuracy of the data on College records is essential for ongoing communication with the parent.

Personal and family details required to be updated include but may not be limited to:

- Residential address of the parent/s;
- Phone contact number of the parent/s;
- Email address of the parent/s or Nominated Account Payee;
- Change to communication/information rights between the College and either parent arising from a Court Order;
- Changes in student medical and/or health conditions, including any formal documentation provided by Health Professionals in the home country.

Details of any changes in parent contact details or student medical information should be emailed to the College Registrar: jo.reed@billanook.vic.edu.au at the earliest possible convenience.

21. GOVERNING LAW

This Agreement will be governed by the laws of the State of Victoria and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria.

22. GENERAL MEDICAL CONSENT

In the event of an injury or illness to the student, at school, travelling to or from the College or while taking part in any organised School activity, the parents authorise the College by its agents or servants, where they are unable to contact any of the parents or emergency contact, or it is otherwise impracticable to contact the parents, to:

- administer such first aid as they may judge to be reasonably necessary;
- call an ambulance for the student; and

the parents' consent to the student receiving such medical, dental or surgical attention as may be deemed necessary by a medical practitioner.

The parents accept responsibility for any expenses arising from such first aid, ambulance, medical, dental or surgical attention.

The parents acknowledge that any subsequent medical consent requested via electronic means or otherwise, on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

23. PERSONAL INFORMATION

Information is collected on this form and during your enrolment in order to meet our obligations under the *ESOS Act* and the *National Code 2018*; to ensure student compliance with the conditions of their Visas and their obligations under Australian Immigration laws generally.

The authority to collect this information is contained in the *Education Services for Overseas Students Act 2000*, the *Education Services for Overseas Students Regulations 2001* and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018*.

Information collected about you and your child in the application for enrolment process and during your child's enrolment at the College can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. In other instances, information collected in the application for enrolment process or during your child's enrolment at the College can be disclosed without your consent where authorised or required by law.

24. PRIVACY NOTICE

The College is bound by and adheres to the Australian Privacy Principles contained in the *Commonwealth Privacy Act 1988* and *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (referred to as the Privacy Act). In relation to health records, the College is also bound by the Victorian Health Privacy Principles as contained in the *Victorian Health Records Act 2001*.

We are required to provide you with certain information as to how we protect your privacy and how we comply with the requirements of the Act and the Australian Privacy Principles. This information is set out in our *Privacy Policy* which is available on our website (refer below link) and also available on request in hard copy from the College Registrar. We strongly recommend that you read our *Privacy Policy* and if you have any queries with respect to its content, you should contact the College Privacy Officer at privacy@billanook.vic.edu.au

Billanook collects personal information, including sensitive information about you and your child, before and during the course of your child's enrolment at Billanook. This may be in writing, through modes of technology, or in the course of conversations.

The primary purpose of collecting this information is to enable Billanook to:

- provide schooling for your child/children, including satisfying the needs of parents/guardians and the needs of the student throughout the whole period they are enrolled;
- satisfy Billanook's legal obligations, particularly to enable it to discharge its duty of care.

Laws governing or relating to the operation of schools require that certain information be collected and disclosed. These include relevant Commonwealth and State Education Acts, Child Protection laws and Public Health laws. You may contact the College if you have a question about these obligations.

Health information about students is sensitive information within the terms of the *Australian Privacy Principles (APP's)* under the *Privacy Act 1988*. We require medical reports about students from time to time. If you do not consent to us obtaining this information you must advise us.

Personal information in the form of imagery (e.g. photographs, video) of students may be used by the College and its Agents. The College seeks permission (annually) from parents/guardians in relation to the publishing of their child's image. To enable the College to undertake its primary purpose, it is a condition of enrolment that parents/guardians provide permission to publish images of their child/ren enrolled at the College internally. If for any reason you do not wish your child's image or works to be used, or you would like to modify your child's publishing permissions, please notify marketing@billanook.vic.edu.au

If the information referred to above is not obtained, Billanook may not be able to enrol or continue the enrolment of your child/children. This is particularly so where the information is relevant to the health and safety of the student, other students and/or Staff.

The College's *Privacy Policy* sets out how parents or students may seek access to personal information collected about them. 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 College's duty of care to the student, where students have provided information in confidence or where the College is otherwise required or authorised by law to refuse access. Any refusal will be notified in writing with reasons (unless, given the grounds for refusal, it would be unreasonable to provide reasons).

The College *Privacy Policy* also sets out how parents and students may complain about a breach of privacy and how the College will deal with such a complaint.

The College may also use online or 'cloud' service providers to store personal information and provide services to the College such as email and education and assessment applications. This personal information may reside on a cloud service provider's server which may be situated outside Australia. Further information about the School's use of online or 'cloud' service providers is contained in the College's *Privacy Policy*.

In absence of a direction of the court to the contrary, all signatories to the *International Student Enrolment Application* and *Acceptance of Enrolment* forms are jointly and severally entitled to access information about their child.

Please refer to the College's *Privacy Policy* at www.billanook.vic.edu.au/policies/ for full details.

25. CHILD SAFETY

Billanook College is a child safe organisation which welcomes all children, young people and their families.

We are committed to providing environments where our students are safe and feel safe, where their participation is valued, their views respected, and their voices are heard about decisions that affect their lives. Our child safe policies, strategies and practices are inclusive of the needs of all children and students.

We have no tolerance for child abuse and take proactive steps to identify and manage any risks of harm to students in our School environments.

We promote positive relationships between students and adults and between students and their peers. These relationships are based on trust and respect.

We take proactive steps to identify and manage any risk of harm to students in our School environment and activities. When child safety concerns are raised or identified, we treat these seriously and respond promptly and thoroughly.

Particular attention is given to the child safety needs of Aboriginal and Torres Strait Islander students, those from culturally and linguistically diverse backgrounds, International students, students with disabilities, those unable to live at home, children and young people who identify as lesbian, gay, bisexual, transgender, queer, intersex, asexual (LGBTQIA+) and other students experiencing risk or vulnerability. Inappropriate or harmful behaviour targeting students based on these or other characteristics, such as racism or homophobia, are not tolerated at our School and any instances identified will be addressed with appropriate consequences.

Child safety is a shared responsibility. Every person involved in our School has an important role in promoting child safety and wellbeing and promptly raising any issues or concerns about a child's safety.

We are committed to regularly reviewing our child safe practices, and seeking input from our students, families, Staff, and volunteers to inform our ongoing strategies.

Please refer to the College's *Child Safety and Wellbeing Policy* at www.billanook.vic.edu.au/child-safety/ for further details.

26. EDUCATION SERVICES FOR OVERSEAS STUDENTS REGULATIONS

Billanook College is committed to the promotion of International understanding and cultural respect within our School and in the wider community.

The College has an established International Student Program designed to offer support and assistance whilst integrating International students among their peers. The College is bound by and adheres to the *Education Services for Overseas Students Regulations (ESOS) Act (2000)* and the *2018 National Code*. It is the responsibility of parents to be familiar with these provisions.

Please refer to the following websites for further information on studying in Australia:

<https://internationaleducation.gov.au/>

<https://studyaustralia.gov.au>

27. RELATED POLICIES

The following policies form an integral part of this written Agreement and should be read in conjunction with this Agreement. Refer to Billanook College website www.billanook.vic.edu.au

International Student Application and Enrolment Policy
International Student Homestay Policy
International Student Academic Progress and Attendance Policy
International Student Transfer Assessment Policy
International Student Complaints and Appeals Policy
International Student Deferring, Suspending or Cancelling Enrolment Policy
International Student Refund Policy
Billanook College Child Safety and Wellbeing Policy
Billanook College Privacy Policy

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