



International Student Additional Terms & Conditions of Enrolment

This document sets out additional terms and conditions for International Students (full fee-paying) enrolled at MLC. These terms and conditions should be read in conjunction with the MLC - Terms & Conditions of Enrolment.

The College reserves the right to vary and amend these terms and conditions from time to time. Notice of changes will be provided to Parents.

Course Offering

1. MLC is approved for registration on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). MLC's CRICOS provider number is 000325A.
2. MLC offers the Primary Years P – 6 Course (CRICOS Code: 027785F) and Secondary Year 7 – 12 (CRICOS Code: 00584E).
3. The mode of study for all courses offered by MLC is full time with optional work-based training for Year 10 students and community-based learning (CAS) for Year 11 – 12 International Baccalaureate (IB) students.
4. All courses are delivered at the MLC Kew Campus with outdoor education programs provided at MLC's Banksia and Marshmead sites.

Offer of Enrolment

5. Day Student Offers

Offers are made to international Day Students on the basis that they will either (i) reside with their parent/s (who are on a Student Guardian Visa) for the entire period of enrolment at MLC even if the student is 18 years or over, or (ii) reside in Homestay which has been approved by MLC.

A parent with a student on a Student Guardian Visa is not permitted to leave Australia without their daughter. If a parent is required to leave the country for a short period of time, this must be approved by the Principal's Delegate with adequate time prior to departure so that suitable accommodation and welfare arrangements can be put in place.

6. Boarding Student Offers

Students can be considered for entry into MLC's Tiddeman Boarding House once they have met the College enrolment criteria as set out in MLC's Enrolment Policy and are in Year 7 to 12. An interview with the Head of Boarding is required prior to an offer to enter the Tiddeman Boarding House being made. Applicants must sign the MLC Boarding Acceptance Agreement to accept a place in the Tiddeman Boarding House.

Language Requirements

7. English Language Intensive Course for Overseas Students (ELICOS)

All students who do not have English as their first language are required to sit an English Language Assessment Test provided by the Australian Education Assessment Service ([AEAS](#)) or [i.DAT](#). Enrolment can only be processed after the results of this test have been provided to MLC. The College has minimum requirements for International Students who do not have English as their first language as detailed below:

Year Levels	AEAS Score	iDAT Minimum Score
Prep – Year 6	No AEAS requirement	60%
Year 7 – Year 9	71+	70%+
Year 10 – Year 12	80+	80%+

International Students may be required to complete an ELICOS course for the number of weeks necessary to reach the required level for entry to the College. Students will need to be AEAS re-tested at a date appropriate to their commencement date at the College. If the student has not met the minimum standard to join MLC, the College may cancel the enrolment.

MLC may contact the English Language School prior to a student's entry to ensure a smooth transition to MLC. MLC's preferred ELICOS providers are:

Avalon College (can offer boarding)
480 Avalon Road
LARA VIC 3212
Phone (+61 3) 5282 4733

Hawthorn Language School
442 Auburn Road
Hawthorn VIC 3122
Phone (+61 3) 9810-3218

Email: admin@avaloncollege.vic.edu.au

Email: enquiries@hawthornenglish.vic.edu.au

Requests to use an alternative ELICOS provider must be approved by MLC prior to enrolment.

Accommodation and Welfare

8. Accommodation Arrangements

All International Students who are not living with their Parents or with a Department of Home Affairs approved relative must have an approved arrangement with the College in relation to matters including both accommodation and welfare.

A student not living with her parent/s must live in the MLC Boarding House or an MLC approved homestay accommodation. The College must be notified in writing by the student's parent/s of any request to change accommodation arrangements. The Principal's delegate must approve the new arrangements prior to the change.

Where an offer of enrolment has been made on the basis that MLC is responsible for a student's welfare and accommodation arrangements, MLC will issue a Confirmation of Appropriate Accommodation and Welfare (CAAW). Where the College has issued a CAAW, the College has overall responsibility for the accommodation and welfare of the student. For students issued a CAAW, the College will appoint a delegate of the Principal to oversee the provision of accommodation and welfare arrangements for students. MLC must approve all accommodation arrangements for international students on a CAAW prior to commencement.

Any change of circumstances in a student's welfare or living arrangements must be communicated in writing to the College and approved by the College prior to any change in care arrangements occurring.

All International students, including those 18 or over must remain in MLC approved accommodation whilst enrolled at MLC. Should the Principal's delegate change, MLC will advise families accordingly.

9. Welfare Arrangements

Students should not arrive in Australia before their approved CAAW start date, and if under 18 years of age when completing the enrolled course, should not remain in Australia without MLC's approval after the CAAW end date.

MLC requires all international/overseas families appoint a Local Support Person (LSP) to provide additional support and act as liaison between the College, the student and the family. The Local Support Person has no 'guardianship' responsibilities. Only a parent or person who has legal custody of the student can nominate a local support for a student. The Local Support Person must agree to the terms of the *MLC International Student Program – Local Support Person Policy and Procedure* and be approved by the Principal's delegate.

The Local Support Person must be:

- over 21 years of age
- Be an Australian Citizen or Permanent Resident and reside in Melbourne
- have a current Working With Children Check (WWCC) provide suitable referees who can confirm their suitability to engage in child related work, and
- have completed the MLC Child Safe Induction and commit to annual child safety update training.

10. Any proposed change to the Local Support Person must be approved by the Principal's Delegate prior to the change.

VISA Requirements

11. Students are required to meet all conditions specified in their student visa issued by the Department of Home Affairs (DHA). A copy of the visa is required to be supplied to MLC as a condition of this offer.

12. By accepting of an offer of enrolment, Parents authorise MLC to check visa entitlements electronically via the Department of Home Affairs Visa Entitlement Verification Online system (VEVO), for the duration of their enrolment at MLC.

Attendance and Satisfactory Progress

13. All international students are required to attend a minimum of 90% of scheduled classes and maintain satisfactory course progress as stipulated on their student visa as per the *MLC Course Progress and Attendance Policy*.

Overseas Student Health Cover (OSHC)

14. All international students must be covered by Overseas Student Health Cover prior to student arrival in Australia. MLC arranges OSHC with the College's preferred provider to assist with enrolment requirements. Cover must be held for the student's entire enrolment period at MLC. Parents can arrange OSHC directly with their own provider, however this must be done in consultation with MLC Admissions. Students should not enter Australia before their OSHC cover commences. MLC Admissions must be advised if there is a change to the date of arrival to enable OSHC cover to be extended. The cost of the premium is allocated to the student's account.

Tuition Fees

15. Tuition fees are charged in advance and are invoiced in three installments per year. Tuition fees for international students are published on the College website. In accordance with the *MLC – Terms & Conditions of Enrolment*, fees and charges may change from year to year.

16. Any tuition fees paid in advance are covered by the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students can either:

- complete their studies in another course or with another education provider, or
- receive a refund of their unspent tuition fees

17. The tuition fees include notebook computer lease costs.

18. The student is responsible for keeping a copy of this written agreement and receipts of any payments of tuition fees and/or non-tuition fees.

Other Fees and Charges

19. Other non-tuition fees and charges include:

- the Application Fee and an Enrolment Fee
- Overseas Student Health Cover premium
- Outdoor education program fees for attendance at MLC Banksia (Years 5 – 8) and MLC Marshmead (Year 9).

20. Additional charges apply for students residing in the Tiddeman Boarding House.

21. MLC fees exclude costs for:

- uniforms
- books and stationery included in the year level booklists
- accommodation for day students
- transport to and from school
- any courses or optional programs taken outside the College.

22. Optional fees include (for example) individual music lessons, instrument hire, sports coaching fees, co-curricular activities, student exchange costs, interstate/overseas trips. These costs are based on individual choice.

Refunds

23. The College will not refund any service fees a parent/legal guardian pays directly to a third party.

24. A refund of Overseas Student Health Cover (OSHC), which has been paid by the school on behalf of the student is obtained by applying directly to the Overseas Student Health Cover Insurance Provider.

25. Application and enrolment fees are non-refundable

26. Student default because of a Visa refusal

If a student's Visa application is refused by the Department of Home Affairs and the student cannot undertake the course, MLC will refund within four weeks of written notice received any unspent fees where the student or her parent(s)/legal guardian(s) produces evidence that the application made by the student for a student Visa has been refused by the Australian immigration authorities, minus the lesser of 5% of the amount of tuition fees received or AUD\$500, as prescribed by the relevant Legislative Instrument.

27. Student default

A maximum of one Term's tuition fees and two Term's Boarding fees will be incurred where a student's enrolment is cancelled for any of the following reasons:

- failure to maintain satisfactory course progress (visa condition 8202)
- failure to maintain satisfactory attendance (visa condition 8202)
- failure to maintain approved welfare and accommodation arrangements (Visa condition 8532)
- failure to pay course fees
- any behaviour identified as resulting in enrolment cancellation in MLC's Student Code of Behaviour and Discipline Policy.

Any unspent pro-rata fees will be refunded within three months.

28. MLC default

- a. If for any reason MLC is unable to offer a course on an agreed starting date for the course and the student for some reason cannot be placed or refuses placement in an alternative course arranged by MLC, a full refund of any unspent fees paid to MLC will be made within 14 days of the agreed course starting date.
- b. If for any reason MLC is unable to continue offering a course after the student commences the course, and the student for some reason cannot be placed, or refuses placement in an alternative course arranged by MLC, a full refund of any unspent fees paid to MLC will be made within 14 days of the MLC's default day.
- c. In the event that MLC is unable to fulfil its obligations of providing an agreeable alternative course date for the student, or a refund, the student and her parent(s)/legal guardian(s) will receive advice to seek assistance from the Australian Government's Tuition Protection Service. For information on the TPS see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.

29. Change of Visa status of the student

If a student changes Visa status (e.g. becomes a temporary or permanent resident) Parent(s) may request a change from International Full Fee tuition fees to Local tuition fees. Fee status will be updated on receipt of a copy of the visa and a refund will be issued provided notification is received in advance of

the Australian Government Census date for Non-Government Schools (first Friday in August each year).

30. Student withdrawal

If the required notice is provided, unspent pro-rata fees will be refunded within three months:

(a) To the person/s who made the relevant payment or signatories on the offer of enrolment.

(b) In Australian dollars and to the originating payment account.

31. These terms and conditions, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Notification of Change of Details

32. Whilst in Australia, students studying at MLC, must notify the College of their contact details including:

- current residential address, mobile number (if any); and
- who to contact in an emergency.

33. Parents are obliged to inform the school of any change of those details within 7 days of the change.

34. MLC requires confirmation of current address and contact details in writing for each student and her Parent(s) at least every six months.

Information Collection

35. Information is collected during student enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; 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 2007. Information collected about students during enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected during enrolment can be disclosed without Parent consent where authorised or required by law.