TOOWOOMBA GRAMMAR SCHOOL
A Member of the GPS Association of QLD

Select year of entry:	Select year level *(circle which year level is applicable):*
20.....	7 8 9 10 11 12
Select the course *(Please note all courses are Boys Only):*	
☐ Primary Years 5 - 6	☐ Secondary Junior Years 7 - 10 ☐ Secondary Senior Years 11 - 12
☐ Boarder *or* ☐ Dayboy *(please tick one)*	**ABN 86 510 299 250 Cricos No. 00525D**

APPLICATION FOR ENROLMENT - International Student

Return this form and direct all enquiries to:
Head of Admissions
Toowoomba Grammar School
24 Margaret Street, Toowoomba Qld 4350 AUSTRALIA
Telephone: +61 7 4687 2517 **Fax:** +61 7 4687 2582 **Email:** enrol@twgs.qld.edu.au Website: **www.twgs.qld.edu.au**

STUDENT DETAILS

PLEASE CHOOSE ONE OF THE FOLLOWING

☐ Are you an **Australian Citizen?** ☐ Are you an **Australian Permanent Resident?**
☐ Are you a **New Zealand Citizen?** ☐ Are you a **Temporary Resident?** ☐ Are you a **Non-Resident?**

☐ **Do you have a Visa?** *(Please specify type of Visa - eg: Student, Visitor, Temporary/Permanent Resident etc)*
Yes ☐ No ☐ .....

Surname / Family Name .....

First Name.....

Second Name .....

Preferred Name .....

Date of Birth .....

Nationality.....

Country of Birth .....

Languages spoken at home (other than english).....

Present Year at School.....

Current School .....

Passport Number .....

Passport Expiry Date.....

Visa Number .....

(Please provide a copy of your Passport and Visa)

OFFICE USE ONLY:		Date Received:	
Student Number:		Receipt Number:	
Family Number:		Date of Receipt:	

FAMILY DETAILS

PARENT (1)

Mr ☐ Mrs ☐ Ms ☐ Dr ☐ Other ☐.....

Surname / Family Name .....

First Name.....

Preferred Name .....

Home Address .....

..... Postcode .....

Postal Address .....

..... Postcode .....

Email Address .....

Home Tel: ( ) .....

Work Tel: ( ) .....

Mobile No: ( ) .....

Occupation .....

(If self employed - please also provide details

PARENT (2)

Mr ☐ Mrs ☐ Ms ☐ Dr ☐ Other ☐.....

Surname / Family Name .....

First Name.....

Preferred Name .....

Home Address .....

..... Postcode .....

Postal Address .....

..... Postcode .....

Email Address .....

Home Tel: ( ) .....

Work Tel: ( ) .....

Mobile No: ( ) .....

Occupation .....

(If self employed - please also provide details

BOY CURRENTLY RESIDES WITH

☐ Father & Mother ☐ Father Only ☐ Mother Only

☐ Guardian ☐ Grandparents ☐ Other .....

Are there any Court Orders or formal agreements relating to Guardianship, Custoday/Residence or Access/Contact?
If so, please provide a copy of relevant Orders or Agreements. Yes ☐ No ☐

ENROLMENT FEE

I enclose the Enrolment fee of $. ..... I understand the enrolment fee is non-refundable, except in cases of visa refusal, when the fee will be considered as part of the refund calculation under Item 6a of the Refund policy.

Payment is by: ☐ **Cheque** ☐ **Cash** **Credit Card** – ☐ *Visa* ☐ *Master Card* ☐ *AMEX*

Card No: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Expiry Date:...../ .....

Name on Card: ..... Amount $.....

Cardholder's Signature: .....

I/We undertake to pay, in addition to the Enrolment Fee, such School Fees and Sundries as may be applicable from time to time on behalf of my/our son. I/We give our consent for Toowoomba Grammar School to make any enquiries at any previous school(s) attended by my/our son. I/We accept the conditions contained in the Conditions of Enrolment booklet, a copy of which has been supplied.

Date:..... Signed:..... Signed: .....

(Father/Guardian) *(Mother/Guardian)*

NOTE: ▶ **Both parents should sign this form.**

▶ If not already completed, the Form "Application for the Enrolment of a New Pupil" must be completed to provide the boy's personal details.

Return this form, completed and signed to: ***Registrar - Toowoomba Grammar School***
PO Box 2900 TOOWOOMBA QLD 4350

INDEMNITY/DECLARATION

We also agree to Toowoomba Grammar School accessing visa information pertaining to our son for the duration of his course of study either through the Department of Immigration and Citizenship or VEVO (Visa Entitlement Verification Online)

Date:..... Signed:..... Signed: .....

(Parent/Guardian) *(Student)*

TOOWOOMBA
GRAMMAR SCHOOL

Overseas Student Policies & Associated Documents

Policy on Entry Requirements

1. Toowoomba 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.

2. Applications for enrolment must be made on Application for Enrolment – International Student form. This must be correctly completed, and must be accompanied by the following documents to support the application:
   a) Copies of Student Report Cards from the previous 12 months of study, including a copy of the latest Student Report;
   b) A completed Reference Form from the student's current or most recent school Principal is also required if student Report Cards do not record student behaviour or commitment to studies;
   c) A completed Subject Choices Form if appropriate;
   d) Appropriate proof of identity and age;
   e) Written evidence of proficiency in English as a second language
   f) Photocopy or scanned copy of passport page with name, photo identification, passport number and expiry date
   g) Letter of Offer from another registered provider if applicable
   h) Enrolment Application Fee
   i) Application to the Queensland Assessment and Curriculum Authority (QCAA) for relaxation of completed Core requirements if applicable.

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

4. An application for enrolment can only be processed when all of the above are in the hands of the Head of Admissions.

5. Applications from overseas students are processed according to established policy and procedures and are dealt with on their merits. Failure to disclose details required as part of the application process may later result in cancellation of enrolment.

6. 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.

7. 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.

8. 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 Unit 1 of Year 11 (start of Week 7 in Term 2).

Toowoomba 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. Students undertaking a package of courses will have their academic and English language capabilities re-assessed prior to the commencement of each course in their enrolment package. This is a requirement under the 2018 National Code of Practice, Part B Standard 2.

Minimum academic and English language requirements are as follows:

<u>Academic Requirements</u>

1. 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 Letter of Offer.

Minimum academic performance requirements are as follows:

a) For Primary School:

   i) Evidence of application to schoolwork and age-appropriate achievement in literacy and numeracy areas of the curriculum

b) For Year 7 – 12 students:

   i) A pass level or "C" Year Level or better for the majority of core subjects

English Language Proficiency Requirements

1. 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.

2. If supplied, Toowoomba 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.

3. If not presenting appropriate evidence of English language proficiency at the time of application, Toowoomba Grammar School will assess the student's application for entry based on satisfactory test results as follows:

Year Level	IELTS Score	AEAS Score
Years 5 - 6		25 - 40
Year 7 - 8	4 - 5	41 - 50
Year 9	5 – 5.5	51 - 60
Years 10 - 12	5.5 - 6	61 - 70

4. Students should note that if their language proficiency is below that outlined above, they may be required to undertake an intensive English language (ELICOS) course before beginning mainstream studies.

5. Those students who have undertaken an intensive English language course before beginning mainstream studies, will have their English language proficiency reassessed at the conclusion of the language course to ensure the student's level of proficiency is sufficient to allow them to commence their mainstream course.

6. Note that where a student cannot, or will not, meet the English language or academic requirements for entry into their first mainstream course, or a subsequent course undertaken as part of an enrolment package, Toowoomba Grammar School may choose to apply the Conditions of Enrolment outlined the student's written agreement and the provisions of this Entry Requirements Policy – the outcome of which may result in the withdrawal of offer for enrolment on the grounds that entry requirements have not been met.

Alternatively, Toowoomba Grammar School may (at its discretion, and if appropriate) choose to offer:

- New mainstream enrolments - entry into a mainstream course at a lower year level.
- Continuing mainstream enrolments - opportunity to repeat a year level as part of an academic intervention plan implemented by the school. Refer to the Student progress, attendance and course duration policy.

School Refund Policy

A copy of this policy is provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed as well as comprising part of student's written agreement.

1. This policy outlines refunds applicable to course fees paid to the school including any course fees paid to an education agent to be remitted to the school. *[e.g., in the case of course fees collected by IDP.*]
2. Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not within the scope of this refund policy.
3. The Application Fee and Enrolment fee is non-refundable. *(Except in cases of visa refusal. Where a visa is refused, the fee will form part of the refund calculation outlined under Item 6a of this policy.)*
4. Payment of Course Fees and Refunds
   a) Fees are payable according to *Toowoomba Grammar School's Conditions of Enrolment.*
   b) An itemised list of school fees is provided in the school's written agreement
   c) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
   d) Refunds will be paid to the person who enters into the written agreement unless the school receives written advice from the person who enters the written agreement to pay the refund to someone else.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to *Chief Financial Officer.*
6. Student default because of visa refusal
   a) If a student produces evidence of visa refusal (or provides permission for the school to verify visa refusal with the Department of Immigration) and fails to start a course on, or withdraws from the course on or before the agreed starting day, the school will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the school before the student's default day, minus the lesser of
      - 5% of the amount of course fees received, or
      - AUD 500.
   b) If a student whose visa has been refused withdraws from the course after it has commenced, the school will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund of any unused tuition fees* received by the school with respect to the student within the period of four weeks after the day of student default.

      **Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).*

7. **Student default**

a) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18).

b) Non-tuition fees will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.

c) If the student, does not provide written notice of withdrawal, and does not start the course on the agreed starting date, a maximum of ten weeks' tuition fees will be retained from tuition fees received by the school and the remainder will be refunded.

d) If tuition fees for up to 1 term have been received in advance by the school and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will refund the amount of paid fees **less** the following amounts:
   i. An administration fee of $500 if written notice is received up to four weeks prior to commencement of the course.
   ii. 50% of the tuition fees received if written notice is received less than four weeks prior to commencement of the course.

iii. 25% of any tuition fees received, if written notice is received **before** one (1) term of the payment period has passed.

iv. No amount will be refunded if written notice is received **after** 1 term of the payment period has passed.

e) If tuition fees have been received for more than 2 semesters, refund provisions under (d) will apply for the first 1 term and any balance of unused tuition fees after this will be refunded.

f) No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:

i. Failure to maintain satisfactory course progress (visa condition 8202).

Please see Overseas Student Course Progress and Attendance Policy and Associated Documents.

ii. Failure to maintain satisfactory attendance (visa condition 8202).

Please see Overseas Student Course Progress and Attendance Policy and Associated Documents.

iii. Failure to pay course fees.

iv. Any behaviour identified as resulting in enrolment cancellation in Toowoomba Grammar School's Behaviour Policy/Code of Conduct. Please see School Diary.

g) If Toowoomba Grammar School cancels a student's enrolment for failure to maintain agreed conditions as outlined in the student's written agreement, including failure to disclose required information at the point of application or a pre-existing condition requiring a high degree of specialised support or care, any refund of tuition fees will be at the discretion of the school

8. Provider default

Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS Regulations 2019.

a) If for any reason the school is unable to offer a course on an agreed starting day for the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unused tuition fees* received by the school with respect to the student will be made within 14 days of the agreed course starting day.

b) If for any reason the school is unable to continue offering a course after the student commences a course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unused tuition fees* received by the school with respect to the student will be made within 14 days of the school's default day.

c) In the event that the school is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian government's Tuition Protection Service. For information on the TPS, please see: https://tps.gov.au/StaticContent/Get/StudentInformation.

**Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).* http://www.comlaw.gov.au/Details/F2014L00907.

d) Where such a provider goes into default:

i) From a *financial* perspective, because the VET component falls under the school's CRICOS registration, the student's tuition fees for the course (including the VET components) are protected by virtue of the school's CRICOS registration.

ii) From a *course delivery* perspective, if the RTO the school has partnered with closes or is otherwise unable to deliver the VET component, the school must ensure that the student is still able to complete the secondary school course for which their visa has been issued. This could mean engaging an alternative VET provider to deliver the VET components or if this is not possible, offering alternative secondary school subjects which meet the requirements for completing the school qualification.

9. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

Definitions

a. ***Non-tuition fees*** – fees not directly related to provision of the student's course, including OSHC, accommodation fees (such as boarding fees), book fees (where books are not supplied by the school) and uniform fees.

b. ***Tuition fees*** – fees directly related to the provision of the student's course, including tuition fees, fees for compulsory course materials, and any compulsory enrolment or administration fees that apply during the entire period of enrolment.

c. ***Course fees*** – the sum of tuition fees and non-tuition fees received by the school in respect of the student in order for the student to undertake the course.

d. ***A Term is 10 weeks or as published in the School Diary.***

e. ***A Semester is two terms.***

If the student changes visa status (e.g. becomes a temporary or permanent resident) he will continue to pay full overseas student's fees for the duration of that year.

School Deferment, Suspension and Cancellation Policy

1. Communicating with families about changes in enrolment status

a) All communications regarding changes to enrolment status will be made directly with students and parents, in accordance with the latest contact details provided to the school.

b) Parents must therefore keep Toowoomba Grammar School informed of their current contact details, as per the conditions of the student visa.

c) Where relevant and where approved by the parents, the school may also share copies of correspondence with the child's education agent to help facilitate communication about any changes in enrolment status. However, the parents with whom the school has a formal written agreement are the primary contact for the school in such matters. The school will not act on any decision affecting the student's enrolment that is not made by the parents.

STUDENT-INITIATED CHANGES IN ENROLMENT

2. Deferment of commencement of study requested by student

a) Toowoomba Grammar School will only grant a deferment of commencement of studies for compassionate and compelling circumstances. These include but are not limited to:

- i) illness, where a medical certificate states that the student will be unable to attend classes
- ii) bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- iii) major political upheaval or natural disaster in the home country that has impacted on expected commencement of studies
- iv) a traumatic experience which has impacted on the student (where possible, these cases should be supported by police or psychologists' reports).
- v) after undertaking ELICOS studies, the student has not/will not meet the English language benchmark required for entry into the desired course, and the school is willing to defer the student's commencement in the course until a later date when the required benchmark is achieved.

b) All applications for deferment will be considered within 10 working days.

c) The final decision for assessing and granting a deferment of commencement of studies lies with the Headmaster. Where a student's request to defer his/her commencement of studies is refused, the student has a right of appeal (see Toowoomba Grammar School's Complaints and Appeals policy).

d) Deferment will be recorded on PRISMS within 14 days of being granted.

3. Suspension of study requested by student

a) Once the student has commenced the course, Toowoomba Grammar School will only grant a suspension of study for compassionate and compelling circumstances. These include but are not limited to:

- i. illness, where a medical certificate states that the student was unable to attend classes
- ii. bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
- iii. major political upheaval or natural disaster in the home country requiring emergency travel that has/will impact on studies
- iv. a traumatic experience which has impacted on the student (where possible, these cases should be supported by police or psychologists' reports).

v. Student return to their home country to sit a university exam (or similar assessment) which impacts upon their education

b) Where there is a significant issue impacting upon a student's attendance or course progress, it is essential that the student or parents contact the school as soon as possible to discuss the concern so that appropriate support can be put in place. Where deemed necessary, this may involve temporarily suspending the student's enrolment so that matters can be resolved without having a negative impact on the student's ability to satisfy their visa conditions.

c) Temporary suspensions of study cannot exceed 6 months duration.

d) Suspensions will be recorded on PRISMS within 14 days of being granted if the student is under 18 years of age, and within 31 days if the student is over 18 years of age.

e) The period of suspension will not be included in attendance calculations.

f) Applications will be assessed on merit by Headmaster

g) Some examples of circumstances that are not considered compassionate and compelling at Toowoomba Grammar School include:

i. Requests for early departure or late return from vacation, including inability to secure cheap flights

ii. Leaving early or returning late from holidays in order to attend festivals in the student's home country

iii. Returning home to attend family gatherings that occur during term time.

h) As part of any assessment of a request to defer or temporarily suspend studies, the impact of the request on the student's ability to complete their intended course of study in accordance with their CoE/s and student visa will be considered. Any implications will be communicated to students.

i) All applications for suspension will be considered within 10 working days.

j) The final decision for assessing and granting a suspension of studies lies with the Headmaster. Where a student's request to suspend studies is refused, the student has a right of appeal (see Toowoomba Grammar School's Complaints and Appeals policy).

4. Student-initiated cancellation of enrolment

a) All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to Headmaster. Please see Toowoomba Grammar School's Refund Policy for information regarding refunds and associated fees.

b) A student will be deemed to have inactively notified Toowoomba Grammar School of cancellation of enrolment where:

i. the student has not yet finished his/her course/s of study with the school, and

ii. does not resume studies at the school within [10 days] after a holiday break, and

iii. the student has not previously provided the school with written notification of withdrawal.

c) Student-initiated cancellation of enrolment, including "inactive" cancellation of enrolment in 4.b), above, is not subject to Toowoomba Grammar School's Complaints and Appeals Policy.

SCHOOL-INITIATED CHANGES IN ENROLMENT

5. School-initiated exclusion from class or suspension from attending school (no impact on CoE)

a) Toowoomba Grammar School may exclude a student from class studies or suspend attendance from school on the grounds of misbehaviour by the student. Temporary exclusion or suspension will occur as the result of any behaviour identified as resulting in exclusion in Toowoomba Grammar School's Behaviour Policy/Code of Conduct.

b) Students may also be excluded from class or suspended from school for failure to pay fees that he/she was required to pay in order to undertake or continue the course, as stated in the written agreement.

c) Where Toowoomba Grammar School intends to exclude a student from class or suspends a student from school, it will first issue a letter which notifies the student and parents of this intention. The letter will provide details of the reason/s for the intended exclusion, as well as information about how to access Toowoomba Grammar School's internal appeals process. Further information about the appeals process in the event of a school-initiated exclusion from class is outlined below.

d) Excluded or suspended students must abide by the conditions of their withdrawal from studies or school, and must adhere to any welfare and accommodation arrangements in place, as determined by the Head of Senior School.

e) Where the student is provided with homework or other studies for the period of the exclusion or suspension, the student must continue to meet the academic requirements of the course.

f) Exclusions from class or suspensions from school under this section of the policy:

- will not be included in attendance calculations for the study period,
- will not impact the CoE or study, and
- will not be recorded on PRISMS
- will not be visible to the Department of Home Affairs (Immigration).

6. School-initiated suspension of enrolment (CoE will be impacted)

a) Toowoomba Grammar School may initiate a suspension of enrolment for a student on the grounds of misbehaviour by the student. Suspension will occur as the result of any behaviour identified as resulting in suspension in Toowoomba Grammar School 's Behaviour Policy/Code of Conduct.

b) Student enrolment may also be suspended for failure to pay fees that he/she was required to pay in order to undertake or continue the course, as stated in the student's written agreement.

c) Where Toowoomba Grammar School intends to suspend the enrolment of a student, it will first issue a letter that notifies the student and parents of this intention. The letter will provide details of the reason/s for the intended suspension, potential impact on the CoE and study path, as well as information about how to access Toowoomba Grammar School's internal appeals process. Further information about the appeals process in the event of a school-initiated suspension is outlined below.

d) Suspended students must abide by the conditions of their suspension of enrolment and must adhere to any welfare and accommodation arrangements in place, as determined by the Head of Senior School.

e) Students whose enrolment have been suspended for more than 28 days may need to contact Department of Immigration. (Please see contact details at: https://immi.homeaffairs.gov.au/help-support/contact-us.)

f) Where applied, a suspension of enrolment will impact the student's CoE and will be recorded on PRISMS. The suspension will therefore be visible to the Department of Home Affairs (Immigration).

g) The period of suspension will not be included in attendance calculations.

7. School-initiated cancellation of enrolment (CoE will be impacted)

a) Toowoomba Grammar School will cancel the enrolment of a student under the following conditions:

i) Any breach of an agreed condition of enrolment as outlined in the student's written agreement, including failure to disclose information required by the school at the point of application or a pre-existing condition requiring a high degree of specialised support or care

ii) Failure to pay course fees

iii) Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).

iv) Any behaviour identified as resulting in cancellation in Toowoomba Grammar School 's Behaviour Policy/Code of Conduct

b) Where Toowoomba Grammar School intends to cancel the enrolment of a student it will first issue a letter which notifies the student and parents of this intention. The letter will also provide details of the reason/s for the intended cancellation, as well as information about how to access Toowoomba Grammar School's internal appeals process. Further information about the appeals process in the event of a school-initiated cancellation is outlined below.

c) Toowoomba Grammar School is required to report any confirmed breach of course progress and attendance requirements to the Department of Immigration. Where a student is reported for breach of visa condition, his/her enrolment at Toowoomba Grammar School will be cancelled and this may impact on the student's visa. Further information can be found in Toowoomba Grammar School's Course Progress and Attendance Policy.

d) For the duration of the internal appeals process, Toowoomba Grammar School will maintain the student's enrolment and the student will attend classes as normal. The Head of Senior School will determine if participation in studies will be in class or under a supervised arrangement outside of classes.

e) If a student decides to access Toowoomba Grammar School 's complaints and appeals process because they have been notified of a school-initiated suspension or cancellation of enrolment under Standard 9, the change in enrolment status will not be reported in PRISMS until the internal complaints and appeals process is finalised, unless extenuating circumstances relating to the welfare of the student apply (see Definitions below).

f) Where extenuating circumstances are deemed to exist, a student may still access the complaints and appeals process, but Toowoomba Grammar School need not await the outcome of this process before changing the student's enrolment status in PRISMS. If the school has issued a CAAW for such a student, welfare provisions under Standard 5.6 are applicable.

g) The use of extenuating circumstances by Toowoomba Grammar School to suspend or cancel a student's enrolment prior to the completion of any complaints and appeals process will be supported by appropriate evidence.

h) The final decision for evaluating extenuating circumstances lies with the Headmaster.

8. Student to seek information from Department of Immigration

a) Deferment, suspension and cancellation of enrolment can have an effect on a student's visa as a result of changes to enrolment status. Students can visit the Department of Home Affairs (Immigration) Website https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500 for further information about their visa conditions and obligations.

9. Definitions

a) CoE – '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.

b) 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.

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

d) 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.

e) 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.

f) 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'.

g) 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.

h) Day – any day including weekends and public holidays in or out of term time

i) Extenuating circumstances - if the student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

Examples include:

- the student refuses to maintain approved welfare and accommodation arrangements (for students under 18 years of age)
- the student is missing
- the student has medical concerns or severe depression or psychological issues which lead the school to fear for the student's wellbeing
- the student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the student or others
- is at risk of committing a criminal offence, or
- the student is the subject of investigation relating to criminal matters.

Student application for deferment of commencement or suspension of studies

Please read the attached Deferment, Suspension and Cancellation Policy before filling out this form to see if you meet the requirements to be granted a deferment of commencement or suspension of studies.

Student name:
Grade:
Current Address in Australia:
Address in home country:
Phone no:
Mobile Ph:
Email address:

I am applying for

- A deferment of commencement of studies
- A suspension of studies

Please state why you wish to defer/suspend your studies:

Attachments:

Attach any relevant supporting documentation.

This form will be assessed once all documentation has been received. The school may ask for more documentation if required. Applications are usually processed in 10 working days.

Students are required to maintain the condition of their visa, including maintaining enrolment in a registered course of study. Deferment, suspension and non-commencement of enrolment can have an effect on a student's visa as a result of changes to enrolment status. The Department of Home Affairs (Immigration) Website https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500 provides further detail regarding the conditions of the visa and obligations of students.

Students who have not yet commenced their studies at Toowoomba Grammar School will also need to contact Department of Home Affairs (Immigration) in case there is any effect on their student visa as a result of changes to enrolment or CoE status. Please see contact details at: https://immi.homeaffairs.gov.au/help-support/contact-us.

Student signature _____ Date _____

Overseas Student Transfer Request Policy

Toowoomba Grammar School's Overseas student transfer policy and processes apply to:

- overseas students requesting to transfer prior to completing the first six months of their first registered school sector course or
- where the student has completed the first six months of their enrolment in their first registered school sector course and wishes to transfer but the provider holds welfare responsibility via a CAAW.

<u>Overseas students requesting to transfer prior to completing the first six months of their first registered school sector course:</u>

1. 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:
   a) If the student's course or school becomes unregistered
   b) The school has a government sanction imposed on its registration
   c) A government sponsor (if applicable) considers a transfer to be in the student's best interests
   d) If the student is granted a release in PRISMS.
2. 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.
3. Toowoomba Grammar School will only release a student before completing the first six months of their first registered school sector course in the following circumstances:
   a) The student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with Toowoomba Grammar School's intervention strategy to assist them in accordance with Standard 8 (Overseas student visa requirements).
   b) The student provides evidence of compassionate or compelling circumstances.
   c) Toowoomba Grammar School fails to deliver the course as outlined in the written agreement.
   d) The student provides evidence that their reasonable expectations about their current course are not being met.
   e) The student provides evidence that he / she was misled by Toowoomba Grammar School or an education or migration agent regarding Toowoomba Grammar School or its course and the course is therefore unsuitable to his/her needs and/or study objectives.
   f) An appeal (internal or external) on another matter results in a decision or recommendation to release the student.
   g) Any other reason stated in the policies of Toowoomba Grammar School.
4. Students under 18 years of age MUST also have:
   a) Written evidence that the student's parent(s)/legal guardian supports the transfer application
   b) 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
5. Toowoomba 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:
   a) The student's progress is likely to be academically disadvantaged
   b) Toowoomba Grammar School is concerned that the student's application to transfer is a consequence of the adverse influence of another party
   c) The student has not had sufficient time to settle into a new environment in order to make an informed decision about transfer
   d) The student has not accessed school support services which may assist with making adjustments to a new environment, including academic and personal counselling services
   e) School fees have not been paid for the current term/semester.
6. To apply for transfer to another provider, students need to:
   a) Complete an Application for Student Transfer Form available from Enrolments Office.

b) Give this completed application form and a valid offer of enrolment from another provider to Head of Admissions for assessment.

c) 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 Toowoomba 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.

7. Toowoomba Grammar School will assess the student's transfer request application and notify the student of a decision within 10 working days.
8. If Toowoomba 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.
9. If Toowoomba Grammar School intends to refuse the student's transfer application request, Toowoomba Grammar School will provide the student with reasons for refusal in writing and include a copy of Toowoomba Grammar School's complaints and appeals policy. The student has the right to access Toowoomba 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:
   a) the student confirms in writing they choose not to access Toowoomba Grammar School's complaints and appeals process, or
   b) the student confirms in writing they withdraw from any appeals process they have commenced, or
   c) the appeals process is completed, and a decision has been made in favour of the student or Toowoomba Grammar School.
10. 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.

Student who are no longer subject to the transfer restriction but Toowoomba Grammar School where holds welfare responsibility via a CAAW.

11. Students under 18 years of age MUST have:
   a) Written evidence that the student's parent(s)/legal guardian supports the transfer application
   b) 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
12. To apply for transfer to another provider, students need to:
   a) Complete an Application for Student Transfer Form available from Enrolments Office
   b) Give this completed application form and a valid offer of enrolment from another provider Head of Admissions for assessment and response within 10 working days.
   c) 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 Toowoomba 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.
13. Toowoomba 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.
14. 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.

Application for student transfer request form

Student name:
Year level:
Current Address in Australia:
Address in home country:
Phone no:
Mobile Ph:
Email address:

Please indicate if any of the following apply:

- ☐ I have not yet completed the first six months of my first school sector course
- ☐ I am under 18 years of age
- ☐ I have completed the first six months of my first school sector course
- ☐ I am over 18 years of age

Please note, if you have completed the first six months of first school sector course AND you are over 18 years of age, you do not need to use this form.

Reason(s) for transfer:

If you **have not yet completed the first six months of your first school sector course**, please provide details of the reason or reasons why you wish to transfer to another education provider.

i. Please indicate if any of the following apply and attach evidence where requested.

- ☐ You are providing evidence (attached) that you / your family have changed welfare and accommodation arrangements, and these are no longer within a reasonable travelling time from school.
- ☐ Toowoomba Grammar School supports your decision to apply for a course that is not offered by this school.
- ☐ You have received notice you will be reported because you are unable to achieve satisfactory course progress, even after receiving support from Toowoomba Grammar School to assist you, in accordance with Standard 8 (Overseas student visa requirements) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.
- ☐ You are providing evidence (attached) of compassionate or compelling circumstances.
- ☐ Toowoomba Grammar School is unable to deliver the course in which you are enrolled as outlined in the written agreement.
- ☐ You are providing evidence (attached) that your reasonable expectations about your current course are not being met.
- ☐ You are providing evidence (attached) that you were misled by Toowoomba Grammar School or an education or migration agent regarding Toowoomba Grammar School or its course and the course is therefore unsuitable to your needs and/or study objectives.
- ☐ An appeal decision (internal or external) on another matter has been made or recommended in favour of your release from enrolment at Toowoomba Grammar School.

ii. Please provide details of any other reason, with evidence if applicable, for why you wish to transfer to another education provider.

Enrolment offer from another registered provider

- ☐ Attach a valid enrolment offer / letter of offer from the education provider to which you wish to transfer.

If you are under 18 years of age

- ☐ If you are under 18 years of age and not in the care of a parent or suitable nominated relative, the valid enrolment offer / letter of offer you are providing must also show that the receiving education provider will accept responsibility for approving your accommodation, support and general welfare arrangements from the date of your proposed release.

- ☐ If you are under 18 years of age, attach written confirmation from your parents or legal guardian showing that you have their support to transfer.

Attach any other relevant documentation as evidence to support your application.

Your application will be assessed once all documentation has been received within 10 working days. Toowoomba Grammar School may ask for more documentation if it requires it.

_____ _____

Student signature Date

School Complaints and Appeals Policy

A copy of this policy will be provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed, and again during orientation or within 7 days of the commencement of student attendance of the enrolled course.

1. Purpose
   a) The purpose of Toowoomba 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 Toowoomba Grammar School, or an education agent or third party engaged by Toowoomba Grammar School to deliver a service on behalf of Toowoomba Grammar School.
   b) The internal complaints and appeals processes are conciliatory and non-legal.
2. Complaints against other students
   a) Grievances brought by a student against another student will be dealt with under the school's Behaviour Policy/Code of Conduct.
3. Informal Complaints Resolution
   a) In the first instance, Toowoomba 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 Senior School in the first instance to attempt mediation/informal resolution of the complaint.
   c) If the matter cannot be resolved through mediation, the matter will be referred to the Headmaster and Toowoomba Grammar School's internal formal complaints and appeals handling procedure will be followed.
4. Formal Internal Complaints Handling and 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 Head of Admissions.
   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/her case to the Headmaster.
   g) Students and / or the School 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 lodgment of the complaint or appeal with the Headmaster and will be finalised 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 Headmaster deems that the student's health or well-being, or the well-being of others is at risk he/she 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 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, Toowoomba 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.

5. External Appeals Processes

a) If the student is dissatisfied with the conduct or result of the internal complaints and appeals procedure, he/she 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 Toowoomba 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/her internal appeal.

c) If the student wishes to appeal a decision made by Toowoomba 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.

6. Other legal redress

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

7. Definitions

a) **Working Day – any day other than a Saturday, Sunday or public holiday during term time**

b) **Student – a student enrolled at** Toowoomba Grammar School **or the parent(s)/legal guardian of a student where that student is under 18 years of age**

c) **Support person – for example, a friend/teacher/relative not involved in the grievance.**

School accommodation and welfare policy

Care for younger students under 18 years

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

As part of is registration obligations Toowoomba 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:

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

Toowoomba Grammar School has documented procedures relating to child welfare and safety and will implement these procedures in the event that there are any concerns for the welfare of a student under 18 years of age.

Accommodation and care options for overseas students under 18 years

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

1) **The student will live with a parent or relative approved by the Department of 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.

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.

Toowoomba 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.

2) **The student will live in school approved accommodation and welfare arrangements and Toowoomba 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 Toowoomba Grammar School for full fee paying 500 visa subclass students under 18 years of age include:

i. School Boarding House

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

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

Any changes to approved arrangements must also be approved by the School. This includes any requests by students under 18 years of age to attend "Schoolies Week" on completion of Year 12.

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: DHA enquiries.

In the event of a significant or critical welfare issue involving the student, and if determined necessary by the school, a parent, legal guardian or approved relative agrees to travel to a designated location within 4 days to assume care of the student until the situation has been resolved to the school's satisfaction.

If a parent / nominated guardian wishes to assume welfare responsibility, the parent / nominated guardian must notify the school as soon as practicable of their intentions and must provide the school with written evidence of a guardian visa grant.

3) **For School vacation periods, students under 18 years of age for whom Toowoomba Grammar School has issued a CAAW will:**

i. return home to parents, or
ii. Stay in with an approved Homestay provider as per the Vacation Homestay Arrangement Policy

4) **Accommodation options for students 18 years and older include:**

i. School Boarding House

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

   i. Student returns home to parents

   ii. Stay in with an approved Homestay provider as per the Vacation Homestay Arrangement Policy

The following staff member / department is responsible for reviewing and updating the School accommodation and welfare policy and documents:

Breanna Wardle Head of Admissions

This policy should be checked and updated whenever there is a change in regulations about NC Standard 5, in Department of Home Affairs (Immigration) regulations, or when existing policies need to be adapted or strengthened.

Vacation Homestay Arrangements Policy

Toowoomba Grammar School accepts welfare responsibility for all of its International Students. Accordingly, all Toowoomba Grammar School students must reside in accommodation approved by the School.

In circumstances where a student wishes to stay with a Host Family during a school holiday period, the School must first approve the selection of the Host Family, and the accommodation that is to be provided.

1.0 Holiday Period Homestay Requirements

1.1 In order for the School to approve the Host Family, the School must:

(a) have received written confirmation from the student's family that it agrees to the student staying with the Host Family during the school holiday period;

(b) conduct a site visit of the Host Family's residence in accordance with clause 1.2; and

(c) ensure that every person residing at the Host Family's residence over the age of 18 years holds a Blue Card.

1.2 In order to comply with clause 1.1(b), the School must ensure that:

(a) the Host Family residence is safe, secure, has a private bedroom for the student's sole use with suitable storage space for clothes and personal effects;

(b) the home is clean and has appropriate furnishings suitable for a family and students;

(c) there is access to a shared or private bathroom, with reasonable time allowed for showers;

(d) there is access to a kitchen, living areas, laundry facilities and shared areas of the home;

(e) there is some form of heating in winter if required and some means of cooling in summer;

(f) students are to be provided with reasonable access to the homestay as deemed necessary to allow the student to be safe and secure;

(g) all adults residing at the Homestay premises have current checks and clearances for working with children as required by the Queensland regulatory body;

(h) the Host Family has appropriate insurance policy cover for students residing in their home;

(i) there is a 24 hour emergency number that all stakeholders can contact in the event of an emergency;

(j) it maintains regular contact with the Host Family.

2.0 Requirements of Homestay Families

2.1 Homestay Families must:

(a) provide a safe and welcoming homestay family environment that will encourage students to experience life as a member of the family and, where suitable, include students in family related activities;

(b) provide an orientation within the family home, the use of facilities and security. This should include household protocols and safety rules about access and the use of shared areas or facilities such as swimming pools, internet, telephone, mealtimes, visitors and appropriate times to return home during the week and on weekends;

(c) orientate students to the local area including public transport and the location of shops, doctors or medical facilities; and recreation areas;

(d) ensure the student is aware of emergency numbers including 000, location of police stations and Australian laws pertaining to under 18 year olds;

(e) ensure that students are appropriately supervised at all times throughout the duration of residing in the homestay including:

I. maintaining suitable supervision of students outside of school hours;

II. monitoring the student's general welfare including the students' social activities;

(f) notify the homestay coordinator two weeks in advance, or as soon as practicable if this is not possible, of any change of circumstances in the household including if the Homestay provider:

I. proposes to materially change the homestay residence in such a way that will affect their ability to meet the homestay residence standards listed above;

II. is temporarily unable to provide accommodation or suitable supervision for periods of holidays or other periods;

III. intends to change their address or contact details;

(g) ensure the student resides in their approved address at all times and notifies the homestay coordinator and the school immediately if the student fails to do so or intends to move;

(h) assist the student to access any necessary medical, dental, hospital or other health-related services, including making appointments and, where necessary, accompany the student to those appointments and if required advise the school.

School Critical Incident Policy

1) Toowoomba Grammar School recognises the duty of care owed to its students and that planning for the management of a critical incident is essential.

2) A critical incident is a traumatic event, or the threat of such (within or outside Australia) which causes extreme stress, fear or injury that may affect the student's ability to undertake or complete their course. This may include but is not limited to:
   a) Serious injury, illness or death of a student or staff
   b) Students or staff lost or injured on an excursion
   c) A missing student
   d) Severe verbal or psychological aggression
   e) Physical assault
   f) Student or staff witnessing a serious accident or incident of violence
   g) Natural disaster e.g. earthquake, flood, windstorm, hailstorm or extremes of temperature
   h) Fire, bomb threat, explosion, gas or chemical hazard
   i) Social issues e.g. drug use, sexual assault

In some cases a critical incident may require the evacuation of the School and or the initiation of a lockdown procedure, in which case the existing emergency and evacuation procedures are to be initiated immediately.

Sponsor

The sponsor of this document is the Headmaster.

Initiation

All members of the School staff and general School community are encouraged to report occurrences that may be declared a critical incident. This reporting should be done as soon as practicable to the Headmaster or a member of the Schools Executive, who will then determine the requirement to convene a Critical Incident Management Team and set up an incident management room.

In making the report the member of staff/community should identify:

- location of incident;
- nature of the incident;
- number and names of those involved;
- name of person reporting the emergency;
- time of report;
- emergency service contacted and by whom;
- phone contact if incident off campus.

Critical Incident Management Room

Once a critical incident has been reported the Headmaster or a member of the executive will determine if there is a need to establish a Critical Incident Management room (CIM Room). If it is determined that such a management room is to be established the Chief Financial Officer is to co-ordinate the preparation of the Board Room or the Conference Room depending on the incident. This configuration is to be facilitated through the pre-prepared Critical Incident Management box (CIM box) which is located in the School strong room. The CIM box is to contain as a minimum those items listed in Annex A.

Procedures

When the Headmaster or member of the School Executive is notified of an emergency situation they should:

- Direct the person providing the information not to repeat it anywhere in the school.
- Direct office staff not to repeat or give out information within or outside the school unless directed by the Headmaster.
- Inform the Headmaster, if member of the School Executive.

- Verify the reported incident with police. Verify the timing of notification to the family and the school if there has been a death. This notification will be made by police and it is critical that no announcements are made by the school until the families of victims are notified.
- Verify with police who the school police liaison person is and provide 24-hour contact details. If required the Director of Sport and Activities can fulfil this role.
- Notify the Critical Incident Management Team who immediately initiates the actions assigned to their roles.
- Notify the Chairman of the Board of Trustees.
- Direct Deputy Headmaster to locate, gather and inform closest friends of the deceased or injured BEFORE any general announcement, and AFTER parents/families have been notified.
- Prepare a formal and factual statement to use for initial notification to the whole school. Include minimal details and note that additional information will be forthcoming.
- Prepare a factual statement for telephone inquiries directed to office staff.
- Decide on a time for an emergency staff meeting at which the injured/deceased student/staff member is identified, if applicable, the facts of the crisis are to be reviewed, support to staff should be offered and guidelines provided for helping students. Consideration as to separate staff meetings for the Junior School and Support staff may be required.
- Encourage staff to return to normal routine as soon as possible and whenever possible, to dispel rumour and discourage sensationalising of the crisis.
- Ask staff to identify those students who may require additional support.
- Provided that the privacy of members of the school community is not infringed, send home a letter at the end of the day/crisis outlining what has occurred and what action has been undertaken.
- This communication may also be included on the School's web page and App if deemed appropriate to do so.
- Inform staff and students of the outcome of the crisis.
- Supply the media with a fact sheet on the school and district as well as on the crisis outcome.

Critical Incident Management Team

The Critical Incident Management Team comprises the following personnel:

Headmaster

Deputy Headmaster

Chief Financial Officer

Head of Senior School

Head of Junior School

Director of Learning and Innovation

Head of Pastoral Care

Director of Boarding

Director of Co-curricular Activities

Head of Admissions

Business Manager

School Counsellor

Sister on Duty

Workplace Health & Safety Coordinator

Role

The Critical Incident Management team has the specific role of assisting the Headmaster to prevent and, if required, manage critical incidents involving the school. These incidents may be either on or off campus or involve an overseas student for whom the school has undertaken care responsibilities

Responsibilities

Critical Incident Management team

The responsibilities of the Critical Incident Management Team are:

- Manage School activities and responses to identified critical incidents.
- Conduct risk assessments of hazards and situations which may require emergency action, analyse and document the requirements to address these hazards.
- Establish liaison with relevant emergency services e.g. police, fire brigade, ambulance, hospital, poisons information centre, community health services.
- Ensure 24 hour access to contact details for all students and their families.
- Ensure 24 hour access to contact details for all relevant staff members that may be required in the event of a critical incident e.g. school counsellor, legal services, school security.
- Development and dissemination of a critical incident plan for each critical incident identified.
- Organisation of practice drills.
- Regular review of critical incident plans.
- Implementation of required critical incident plan if required.
- Arranging appropriate staff development.
- Budget allocation for emergencies.

Specific responsibilities for team members are:

<u>Headmaster</u>

- Have legal advice obtained regarding the school's policies and procedures and adjust accordingly.
- Undertake an annual review of the Crisis Management Plan.
- Mobilise the Critical Incident Management Team quickly.
- Direct the team and take charge of the situation.
- Be visible, available and supportive to all.
- Dispel rumours by giving everyone the facts.
- Communicate with the Board of Trustees.
- Contact families of students involved in the crisis.
- Initiate message to be displayed on School's Web site.
- Liaise with media.
- Liaise with the Police or Emergency Services if required. This may be delegated to the Director of Co-curricular Activities after initial contact.
- Provide updated information to all concerned.
- Compile Critical Incident report.

<u>Deputy Headmaster</u>

- Hold a practice "crisis alert" drill.
- Provide training for all staff regarding the crisis management plan and exactly what to do in a crisis.
- Decide who should receive information and how information will be disseminated to staff and students. ie. note to each class, assembly, alarm system or if a lockdown procedure is warranted.
- Be aware of privacy and confidentiality in releasing information and remind staff of privacy and confidentiality issues.
- Release follow up information as agreed with the Headmaster, following the initial announcement.
- Release only necessary details and make sure information is factual.
- Include in communication information with regard to when and how students will be released to parents/caregivers, if applicable.
- Be prepared to provide direct liaison with members of the Police and Emergency Services if required.

<u>Head of Senior School</u>

- Act in conjunction with the Deputy Headmaster
- Maintain School routine if required.
- Check that substitute teachers are in place in classes where Critical Incident Team members were rostered to teach or rostered on duty.

- Ensure parents receive a succinct and factual statement about the situation approved by Headmaster
- Organise and manage a hotline for parents to provide information and control rumour.
- Inform office staff that parent inquiries are to be directed to the hotline.

Director of Learning and Innovation

- Provide direct assistance to the Deputy Headmaster and Head of Senior School.
- Develop a plan for emergency coverage of classes.
- Assist in briefing substitute teachers and visitors to the school as to their requirements.

Head of the Junior School

- Oversee the operation of Junior School responses.
- Clear any bookings in Staff Common Room or Library if it is used as back up Critical Incident Management room.
- Ensure any parent/caregiver notification that may occur in the Senior School is replicated in the Junior School.
- Provide advice to the Critical Management Team on matters pertaining to the Junior School.

Head of Pastoral Care

- Co-ordinate parent and/caregiver communication in conjunction with Director of Co-curricular Activities and Director of Boarding.
- Remind parents of the importance of confidentiality, where possible, and of dispelling rumour and speculation.

Director of Boarding

- Co-ordinate parent and/caregiver communication in conjunction with Director of Co-curricular Activities and Head of Pastoral Care.
- Remind parents of the importance of confidentiality, where possible, and of dispelling rumour and speculation.

Director of Co-curricular Activities

- Assist the Head of Pastoral Care / Director of Boarding in co-ordinating parent and/caregiver communication where required.

Chief Financial Officer

- Develop necessary information sheets; such as incident report forms, sign-in/out forms, lists of personnel to be notified (including siblings, bus drivers, feeder schools where students may have friends), de-briefing sheets etc.
- Maintain communication with support staff and contractors if applicable, this is to include any external sporting or co-curricular staff.
- Act as coordinator for the acquisition and storage of goods as required, eg bed linen for students etc.
- Assist the Headmaster.
- Commence and continue to record actions and events as they develop.
- Liaise with School's insurers.

Head of Admissions

- Identify any overseas student that may require additional support requirements
- Ensure 24 hour access to student and staff contact details is available.

Business Manager

- Undertake an immediate and ongoing security assessment to instigate additional security procedures where required.
- If required initiate a parent's refreshment and waiting room at the Pavilion.

- Notify police if the need for extra security requires police knowledge.
- If required ensure that personnel are in place to prevent encroachments onto school campus.
- Assist the Head of Pastoral Care/Director of Boarding in setting up telephone hotline.
- Assist in co-ordinating any infrastructure support that may be required. Eg. telephone rooms, catering, photocopy access

School Counsellor

- Be available. Cancel other activities and appointments.
- Designate a counselling space. eg. Assembly Hall, Old Hall, Classroom etc.
- Seek additional assistance if warranted through reciprocal arrangements.
- Provide counselling where required or referral to other external agencies.
- Support the school staff and students; and offer assistance to parents, if appropriate, after the Headmaster has made initial contact.

Sister on Duty

- Provide medical support where required.
- Before any event, keep a register of where the school can access medical advice and assistance.
- Build relationships with health agencies in the immediate area.
- Be available to parents who may need assistance/advice or referrals to health services.

Workplace Health & Safety Coordinator

- Attend to issues as required.

Staff not on the Critical Incident Management Team

Staff not on the Critical Incident Management Team will comprise of Teachers, Support and Casual Staff. Their responsibilities are:

Teachers

- Remain calm.
- Follow directives/instructions from the appropriate members of the Critical Incident Management Team or members of the Police or Emergency services.
- Provide accurate information to students, answer questions and lead class discussion if appropriate.
- Dispel rumours and discourage speculation.
- Actively discourage the use of mobile phones.
- Model an appropriate response to the crisis.
- Identify students who may need extra support.
- If possible provide activities, through sport, art, music and writing, to reduce stress and express emotions; and, as much as possible, ensure that students feel secure and remain calm.

Heads of House and Assistants

In addition to the responsibilities for teachers listed above:

- Be prepared to contact parents if required to provide factual statement about the situation approved by Headmaster.
- Remind parents of the importance of confidentiality, where possible, and of dispelling rumour and speculation.

Support Staff

- Remain calm.
- Follow directives/instructions from the appropriate Senior Staff or members of the Police or

Emergency services.

- Dispel rumours and discourage speculation.
- If necessary brief contractors or visitors to the School.
- Model an appropriate response to the crisis.

Students

- Remain calm.
- Obey directives/instructions from the appropriate members of the Critical Incident Management Team or Staff.
- Dispel rumours and discourage speculation.
- Actively discourage the use of mobile phones.
- Model an appropriate response to the crisis.
- Do not talk to the media but if approached, say that the Headmaster will provide all necessary information.

Conclusion

Through the planning and management of critical incidents, Toowoomba Grammar School aims to reduce the impact of any such incident on members of the School community. Attached is an example layout for a Critical Incident Report and individual Critical Incident Plans developed to assist in achieving this aim.

Review

This policy is to be reviewed annually by WHS&C Officer and the sponsor in January. A further review and updating of the additional aspects of the policy is required at the commencement of each semester. This review is to include:

- List of TGS Community personnel that may assist
- Local counsellor network
- Key telephone contacts list
- Critical incident contingency boxes list & contents.
- Developed Critical Incident Plans
- Risk Management Assessments

A review of the Critical Incident Procedures and Plans is also to be undertaken as near as practicable after any incident is resolved.

Annexes:

A. Critical Incident Management Box

B. Critical Incident Plans

- Injury to Overseas Student
- Death of Current Student at School
- Serious Bus Accident
- Shooting or Aggressive Action Towards Students
- Sudden Death of a Member of Staff on Campus
- Staff Member or Student lost on Excursion/Tour
- Buildings Destroyed by Fire or Other
- Significant Media Coverage Regarding Bullying
- Major Industrial Relations Action eg. Teachers Strike

Local Area Counselling Services

As a general rule if staff or students request recommended counselling services they should contact their respective family GP for referral. Telephone counselling is provided by:

- Lifeline 13 11 14
- Centacare 1300 477 433
- Kids Help Line 1800 551 800

If the need arises counselling services may be accessed through reciprocal agreements with other organisations in the local area.

The School Counsellor can also advise on the names of appropriate external counsellors.

Student progress, attendance and course duration policy

This policy is available to staff and to 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.

1. Course Progress

a) The school will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled.

b) The course progress of all students will be assessed at the end of each study period of enrolment according to *Toowoomba Grammar School's* course assessment requirements.

c) Students who have begun part way through a study period will be assessed according to *Toowoomba Grammar School's* course assessment requirements after completing *one full study period.*

d) Students will need to demonstrate satisfactory course progress in any study period:

For Primary Years (Years 5-6, CRICOS course number 082952F)

Years 5 students must demonstrate a minimum overall achievement of C grade in English (Literacy) and Mathematics (Numeracy) as well as academic outcomes each semester that allow them to remain on track for progression to the next year level.

Year 6 students must demonstrate a minimum overall achievement of C grade in English (Literacy) and Mathematics (Numeracy) with no more than three other subjects studied below a C grade.

For Junior Secondary Years (Years 7-10, CRICOS course number 082953E)

Year 7 - 9

At the end of each semester, students must demonstrate:

- a minimum overall achievement of C grade in English (Literacy) and Mathematics (Numeracy) and
- a minimum overall achievement of a C grade, with no more than three other subjects studied below a C grade.

Year 10

At the end of each semester, students must demonstrate:

- a minimum overall achievement of a C grade in English (Literacy) and Mathematics (Numeracy) and
- a minimum overall achievement of a C grade, with no more than two other subjects studied below a C grade.

For Senior Secondary Years (Years 11-12, CRICOS course number 004981C) – full duration

To demonstrate satisfactory course progress, students must remain eligible to be awarded a Queensland Certificate of Education (QCE) at the conclusion of Year 12. Eligibility for a QCE is contingent upon the student achieving the set amount of learning, to the set standard, in the set pattern, while meeting literacy and numeracy requirements. 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 anytime the student does not demonstrate a 'pass' or 'satisfactory' grade for a subject they rely on to meet either their literacy or numeracy requirements, or are counting on to meet the required credit points to be awarded a QCE.

If at the end of a study period a student does not achieve satisfactory course progress as described above, the *Deputy Headmaster* 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 *Head of Junior or Senior School* and the student to develop an intervention strategy for academic improvement. This may include;

i. *After hours tutorial support*
ii. *Subject tutorial support in class time*
iii. *Mentoring*
iv. *Additional ESL support*
v. *Change of subject selection, or reducing course load (without affecting course duration)*
vi. *Offer to repeat a year level (requiring an extension of course duration under Item 2c) ii) of this policy)*
vii. *Counselling – time management*
viii. *Counselling -academic skills*
ix. *Counselling - personal*
x. *other intervention strategies as deemed necessary*

e) A copy of the student's individual 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.

f) The student's individual strategy for academic improvement will be monitored over the following study period by Head of House 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.

g) 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 *Headmaster of Toowoomba Grammar 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.

h) If the student does not achieve satisfactory course progress by the end of the next study period, Toowoomba Grammar School will advise the student in writing of its intention to report the student for breach of visa condition 8202, and that he/she has 20 working days in which to access the school's internal complaints and appeals process *[Insert timeframe for notifying student of intention to report*]. The notification of intention to report will be issued to the student prior to the commencement of the next semester. Following the outcome of the internal process, if the student wishes to complain or lodge an external appeal about a decision made or action taken by Toowoomba Grammar School, he/she may contact the Overseas Student Ombudsman at no cost. Please see Toowoomba Grammar School's Complaints and Appeals Policy for further details.

2. Completion within expected duration of study

a) As noted in 1.a., the school will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled.

b) Part of the assessment of course progress at the end of each study period will include an assessment of whether the student's progress is such that they are expected to complete their studies within the expected duration of the course.

c) The school will only extend the duration of the student's study where it is clear the student will not be able to complete their course by the expected date because:

i. the student can provide evidence of compassionate or compelling circumstances (see Definitions below)
ii. the student has, or is, participating in an intervention strategy as outlined in 1.e.
iii. an approved deferment or suspension of study has been granted in accordance with *Toowoomba Grammar School's* Deferment, Suspension and Cancellation Policy.

d) Where the school decides to extend the duration of the student's study, the school will report this change via PRISMS within 14 days and/or issue a new COE if required. In this case, the student will need to contact the Department of Home Affairs (Immigration) to seek advice on any potential impacts on their visa, including the need to obtain a new visa.

3. Monitoring Course attendance

a) Satisfactory course attendance is attendance of *80%* of scheduled course contact hours.

b) Student attendance is:

i. checked and recorded daily
ii. assessed regularly
iii. recorded and calculated over each study period.

c) **Late arrival at school will be recorded and will be included in attendance calculations.**

d) All absences from school will be included in absentee calculations and should be accompanied by a medical certificate, an explanatory communication from the student's carer or evidence that leave has been approved by the Deputy Headmaster.

e) Any absences longer than [5] consecutive days without approval will be investigated.

f) Student attendance will be monitored by Head of Senior School or Head of Junior School every 2 days/weeks over a study period to assess student attendance using the following method*:*

i. Calculating the number of hours the student would have to be absent to fall below the attendance threshold for a study period e.g. number of study days x contact hours x 20%. For example, a 20-week study period with 5 days a week would equal 100 school days. 20% of this is 20 school days.
ii. The monitoring process will include a review of the reasons given for student absence, including a determination of whether compassionate and compelling circumstances apply (as per Definition, below).
iii. Where a student's absences represent grounds for the student to apply and be approved for a deferment of study or temporary suspension of enrolment, those absences will not be

included in the student's attendance calculations for that study period (see *Toowoomba Grammar School's* Deferment, Suspension and Cancellation Policy).

iv. Attendance for any period of exclusion from class will be assessed under *Toowoomba Grammar School's* Deferment, Suspension and Cancellation Policy.

g) Parents of students at risk of breaching *Toowoomba Grammar School's* attendance requirements will be contacted by *email* and students will be counselled and offered any necessary support when they have absences totalling 10 % in any study period.

h) If the calculation at 3.f. indicates that the student has fallen below the 80% attendance threshold for the study period, *Toowoomba Grammar School* will assess the student against the provisions of Item 3.j. (below). Where the student has failed to meet the minimum attendance requirement, and evidence of compassionate and compelling circumstances do not apply, the school will promptly advise the student of its intention to report the student for breach of visa condition 8202, and that he/she has 20 working days in which to access the school's internal complaints and appeals process

i) The school will notify the ESOS agency via PRISMS of the student not achieving satisfactory course attendance as soon as practicable where:

i. the student does not access the complaints and appeals process within 20 days
ii. the student withdraws from the complaints and appeals process by notifying the *Headmaster of Toowoomba Grammar School* in writing,
iii. the complaints and appeals process, including any external appeal made by the student, results in a decision in favour of the school.

j) *Students will not be reported for failing to meet the 80% attendance threshold for a study period where:*

i. the student has produced documentary evidence in a timely manner clearly demonstrating the presence of compassionate or compelling circumstances (e.g. medical illness) supported by a medical certificate or as per Definition, below, and
ii. the student's attendance has not fallen below 70% for the study period.

k) *The method for calculating 70% attendance is the same as that outlined in 3.f. with the following change; number of study days x contact hours x 30%, or number of study days x number of days per week x 30%.*

l) *If the student's attendance falls below the 70% threshold for the study period, the process for reporting the student for unsatisfactory attendance (breach of visa condition 8202) will occur as outlined in 3.h – 3.i.*

4. Definitions

a) *Compassionate or compelling circumstances* - circumstances beyond the control of the student that are having an impact on the student's course progress or attendance through a course. These could include:

i. serious illness, where a medical certificate states that the student was unable to attend classes
ii. bereavement of close family members such as parents or grandparents (with evidence of death a certificate if possible)
iii. major political upheaval or natural disaster in the home country requiring their emergency travel that has impacted on their studies

iv. a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports)

v. where the school was unable to offer a pre-requisite unit

vi. inability to begin studying on the course commencement date due to delay in receiving a student visa.

For other circumstances to be considered as compassionate or compelling, evidence would need to be provided to show that these were having an impact on the student's course progress or attendance through a course.

b) *Expected duration* – the length of time it takes to complete the course studying full-time. This is the same as the registered course duration on CRICOS.

c) *School day* – any day for which the school has scheduled course contact hours.

d) *Study period*

- for the purpose of monitoring attendance, a *study period* is a *semester*
- for the purpose of monitoring course progress in ELICOS, a *study period* is a *term*
- for the purpose of monitoring course progress in a Primary School or Junior Secondary School course, a *study period* is a *semester*
- for the purpose of monitoring course progress in a Senior Secondary School course, a *study period* is a *Unit* of a subject or course of study (i.e., *Unit 1* or *Unit 2 in Year 11 or Units 3 and 4 in Year 12*)

e) *Core subjects - Maths, English, Science, Health and Physical Education, and Humanities (History/Geography).*

f) *Learning Options* – the range of subjects and programs as outlined in *Learning Options 1.2.2* of the Queensland Curriculum and Assessment Authority (QCAA) QCE and QCIA Handbook.

Overseas students support services

Toowoomba Grammar School provides students with support services to assist them adjust to study and life in Australia and to enable them to achieve expected learning outcomes. See Section 2 for staff roles and responsibilities for supporting overseas students.

In addition to the intervention processes identified in Section 2, Toowoomba Grammar School provides a safe environment for students and identifies and supports students at risk in these ways:

- On campus security measures
  - visitor sign in system
  - staff on bus and playground duty at all times during school hours
  - after hours security service / lighting
- Pastoral Care System
- Buddy system
- Academic / Careers Counselling Program for Years 11 and 12
- Specialist counselling staff / health professional
- Personal Development Program that includes strategies for maintaining wellbeing

Policy about Education Agents

Education agents are engaged to formally represent Toowoomba Grammar School under the following conditions:

- The education agent agrees to comply with the requirements of Standard 4 in the 2018 National Code, including
    - declaring in writing and taking reasonable steps to avoid conflicts of interests with any duties as an education agent representing Toowoomba Grammar School (St 4.3.1)
    - observing appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas students (St 4.3.2)
    - acting honestly and in good faith, and in the best interests of the student (St 4.3.3)
    - having appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics (St 4.3.4)
- The education agent signs and abides by the conditions of the School's written agency agreement
- The education agent responds appropriately to School monitoring activities and corrective and preventative action, and understands the grounds for termination of agreement as outlined in Standard 4.4 of the 2018 National Code
- The education agent accurately promotes the services and facilities provided by the school and uses up to date marketing materials as supplied by the School.

Toowoomba Grammar School will not accept a student from an education agent if it is known or suspected at any time that the agent

- engages in or has previously engaged in dishonest practices;
- deliberately attempts to recruit a student within the first six months of that student's study in their first registered school sector course with another provider;
- facilitates the enrolment of a student he/she believes will not comply with visa conditions, or is not a bona fide student, or
- provides immigration advice where he/she is not authorised to do so under the Migration Act 1958

Toowoomba Grammar School may receive a student enrolment application from an education agent on behalf of the parent. As the education agent has not been engaged by the school to formally recruit students on the school's behalf, such an agent would fall outside the scope of NC St 4.

A list of education agents with whom the school has a formal written agreement are listed on the home page of Toowoomba Grammar School 's website and is readily available to students and regulators.

Toowoomba Grammar School enters and keeps up to date details and records about education agents with whom the school has a formal written agreement and who facilitate enrolment of students.

Information recorded about education agents includes:

- the agent's name
- the address of the agent's principal place of business

- if the agent is a body corporate—the address of the body corporate's registered office
- the agent's postal address (if different from address for principal place of business/registered office)
- the agent's phone number, email address and website address (if any)
- the agent's ABN or ACN (if any)
- the agent's trading name or names (if any)
- if the agent is a body corporate—the names of the body corporate's directors
- if the agent is a registered migration agent—the agent's Migration Agents Registration Number
- the following information about each of the agent's employees (if any) who are involved in the agent facilitating the enrolment:
    - **i.** the employee's name;
    - **ii.** the employee's email address;
    - **iii.** if the employee is a registered migration agent—the employee's Migration Agents Registration Number.