

PLEASE COMPLETE THE FORM CLEARLY AND  
TICK BOXES WHERE APPROPRIATE

# SCHS APPLICATION FORM

SID:



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Sydney NSW 2000 Australia  
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**Email:** [info@schs.nsw.edu.au](mailto:info@schs.nsw.edu.au)  
**Website:** [www.schs.nsw.edu.au](http://www.schs.nsw.edu.au)

**ABN:** 28 003 381 182  
Provider: Young Rabbit Pty Ltd – 01331F

## STUDENT'S DETAILS

Family Name: \_\_\_\_\_  
Given Names: \_\_\_\_\_  
Preferred Name: \_\_\_\_\_  
Gender:  Male  Female  
Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Religion: \_\_\_\_\_  
Place of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Citizenship: \_\_\_\_\_ Passport No: \_\_\_\_\_  
Address in home country: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address in Sydney (if known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Languages spoken: \_\_\_\_\_

## ENGLISH AND ACADEMIC BACKGROUND

Present School: \_\_\_\_\_  
Highest Academic Level Achieved: \_\_\_\_\_  
**Please include certified transcripts of school reports for the past two years**

## SCHS COURSE DETAILS

Desired Level of Entry\*  
 Year 10  Year 11  Year 12  
Term: \_\_\_\_\_  
Proposed Start Date: \_\_\_\_\_

\*(Admission to Yr 11 is not possible after the start of Term 3 unless transferring from another Australian High School. Admission to Yr 12 is only possible if Yr 11 has been completed at another Australian High School).

## AGENT'S DETAILS (if applicable)

Agent's Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

### Office Use Only

Enquiry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YY)

Ref#: \_\_\_\_\_

## FAMILY INFORMATION

Father's Name: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Email: \_\_\_\_\_  
Mother's Name: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Email: \_\_\_\_\_  
Relatives in Australia – Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

## WELFARE ARRANGEMENTS

### GUARDIAN ARRANGEMENTS

- I would like SCHS to arrange guardianship for my child  
 We have our own guardian (contact person if child is 18+)  
Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Will the child be living with the guardian  Yes  No

### ACCOMMODATION ARRANGEMENTS

- I would like SCHS to arrange homestay for my child  
 Our child is over 18  Our child will be living with:  
Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Email: \_\_\_\_\_

## DECLARATION

I, \_\_\_\_\_, confirm that I am the guardian of \_\_\_\_\_.

Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YY)

I, \_\_\_\_\_, confirm

that \_\_\_\_\_ is the guardian of my son/daughter and that all details in this form are true and accurate.

Parent's Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YY)



# APPLICATION FORM

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## GENERAL CONDITIONS OF ENROLMENT FOR OVERSEAS STUDENTS

Entry into Southern Cross High School is dependent on the unqualified acceptance of the following terms and conditions and/or as determined by the School from time to time:

### DISCIPLINE AND BEHAVIOUR

- Any misconduct or breach of School guidelines may result in detentions, suspension or expulsion.
- The possession and/or use of drugs, alcohol or any other illegal substance will lead to immediate expulsion.
- Violent behaviour or sexual misconduct is not tolerated and could lead to expulsion.
- Smoking is not permitted and may lead to suspension or expulsion.

### ATTENDANCE

- It is a condition of school that all students maintain full (100%) attendance. Additionally, it is a condition of the Australian Department of Immigration and Citizenship for students to maintain a minimum attendance level of 80% to remain in Australia on a Student Visa. Continuous breach of this condition will lead to expulsion without recourse and be reported to the Australian Department of Immigration and Multicultural Affairs.
- Where a Doctor's Certificate is not provided to the school, any absences must be explained by providing a letter from a parent or legal guardian outlining the reason(s) within 7 days of the absence.

### WELFARE (GUARDIANSHIP) AND ACCOMMODATION REQUIREMENTS FOR STUDENTS UNDER THE AGE OF 18

- Students under the age of 18 are required to maintain adequate welfare and accommodation requirements as a condition of their student visa.
- Where a student does not live with his/her parents or suitable relative, as defined by the DIAC, their accommodation arrangements must be approved by the school and a legal guardian must be appointed.
- The guardian must identify themselves to the School, and if, in the best interests of the minor, the school determines the elected guardian to be inadequate or inappropriate, the School will have a right to assign a legal guardian during his/her studies at the School.
- It is a policy of the school that students live with parents, relatives or legal guardians or an accommodation approved by the school. Shared apartment accommodation and other independent arrangements will not be allowed. Accommodation arrangements cannot be changed without prior approval by the School.

### INDEMNITY AND RELEASE

- The student and, in the case where the student is under the age of 18 years, the parent/guardian agree not to hold the College (including its employees and/or agent) responsible or liable for any loss, damage, death or injury which the student may suffer or which may be caused by the student as a result of or in connection with my/the student's enrolment at the College, including:
  - the student's attendance at any premises owned, operated or controlled by the College;
  - the student's attendance at or participation in any activity (whether sporting, cultural, social, educational, recreational or otherwise) organised by or on behalf of or with the assistance of the College; and/or
  - any accommodation whether short term or long term arranged for the student by the College, and/or in any way whatsoever my association with the College.
- The student and, in the case where the student is below the age of 18 years, the parent/guardian hereby indemnify the College in full against all claims, demands and proceedings as a result of any loss, damages, death or injury which may be suffered by or caused by the student.

### CHANGE OF ADDRESS

The student is obliged to notify the school of a change of address while enrolled at the school. This is to ensure that any notifications sent to the student advising of visa breaches are sent to the student's current address. Where Australian Pacific College/ Southern Cross High School has approved the student's welfare and accommodation arrangements, the student requires school approval for any changes to welfare and accommodation arrangements.

### PRIVACY

Information is collected on this form and during your enrolment in order to meet our obligations under the Education Services for Overseas Students (ESOS) Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (the "Code"); to ensure student compliance with the conditions of their visas and their obligations under Australian Immigration laws generally. The authority to collect this information is contained in the ESOS Act 2000, the ESOS Regulations 2001 and the Code. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law. Personal information you supply will be disclosed to and used by SCHS staff and SCHS's agents and contractors as may be necessary to efficiently conduct the business of SCHS. Such uses include matters related to student administration (including recovery of debts), provision of services and the dissemination of information to staff, agents and contractors, prospective and current students and remaining in contact with graduates. For more information on privacy, please refer to the SCHS Privacy Policy available at <www.schs.nsw.edu.au>.

### REFUND POLICY (v3.10)

#### Purpose of this policy

The purpose of this Refund Policy is to set out the procedures which a student must follow to withdraw from a course and to get a refund. Please note that refunds will only be paid in the circumstances set out in this Refund Policy.

This Refund Policy is made in accordance with the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 ("ESOS Act and Regulations") and the National Code of Practice for Registered Authorities and Providers of Education and Training to Overseas Students 2007 (refer to <http://www.dest.gov.au/esos/> for more information).

#### Definitions

- In this Refund Policy and as the context permits,
  - "Administration Fee" includes, but is not limited to, bank and any other charges/costs related to the refund and transfer of any refund.
  - "Application Fee" means the fee payable to us to process your application to enrol in a course with us.
  - "us", "we" or "our" means Young Rabbit Pty Ltd trading as Australian Pacific College and Southern Cross High School (APC/SCHS).
  - "you" or "your" means the Student and as the context permits includes the Student's legal guardian.
  - "Cancellation Fee" means an amount equal to 20% of the total Tuition Fee for the Course or in a Package of Courses for each Course.
  - "College" means Australian Pacific College/Southern Cross High School (APC/SCHS)
  - "Course" means a course of education in which you are enrolled in.
  - "Course Money" is made up of the following components:
    - Application Fee;
    - Administration Fee;
    - Services Fees; and
    - Tuition Fee.
  - "Course Start Date" means the date the Course is scheduled to start at the time you submit your application to enrol in the Course. For clarity, where the Course is to be taught over more than one term, the Course Start Date is the first day of the first term that the Course is scheduled to start at the time you submitted your application to us.
  - "Non-refundable Fees" means the fees listed in clause 0.
  - "Notice to Withdraw" means a written notice from you, or, if you are under the age of 18 years, your legal guardian, withdrawing from or cancelling your enrolment in the Course.

- "Package of Courses" means 2 or more Courses which you have enrolled in as a package and where you will study the Courses either consecutively or simultaneously.
- "Services Fees" include, but are not limited to, guardian arrangement fee, suitability of accommodation inspection fee, airport pick-up Fee, accommodation booking fee, further studies placement fee, ISC/other provider reporting fee and any other fee for services ordered by you which are not refundable.
- "Student Default" includes circumstances where:
  - you failed to pay an amount you are liable to pay to us, directly or indirectly, in order to undertake your Course;
  - you breached a condition of your student visa;
  - you have behaved in a manner which is inconsistent with the General Conditions of Enrolment or which amounts to misbehaviour;
- "withdraw from the Course" includes circumstances where you cancel your enrolment in a Course.
- "Tuition Fee" means the price of tuition for a Course.

#### How you may withdraw from a Course

- To withdraw from a Course you must provide us with a Notice to Withdraw. We may prescribe the form of the Notice to Withdraw from time to time and you shall use the form we prescribed.
- For the purposes of making refunds, the date that we receive your Notice to Withdraw is the date that you are taken to have withdrawn from a Course.

#### Refund where you withdraw before the Course Start Date

4. Except for Courses that are part of a Package of Courses, if you withdraw from a Course before the Course Start Date (other than for reason of student visa refusal) we will refund to you the Course Money less:

- any unpaid Application Fee;
- any unpaid Administration Fee;
- the Services Fees; and
- the Cancellation Fee.

5. In the case of a Package of Courses, if you withdraw before the Course Start Date of the first Course in a Package of Courses (other than for reason of student visa refusal), we will refund to you the Course Money for each Course in the Package of Courses less:

- any unpaid Application Fee;
- any unpaid Administration Fee;
- the Services Fees; and
- the Cancellation Fee.

#### Refund in the case of student visa refusal

6. If you require a student visa to attend the Course or a package of Courses and your application for a student visa is refused by the Immigration Department, we will refund to you the Course Money less the following (as provided in the ESOS Act and Regulations):

- administration expenses totalling no more than the lesser of:
  - \$250; and
  - 5% of the total amount of course money that the provider received in respect of the student for the course before the default day;
- the part of expenses for travel, accommodation and other domestic services that cannot be offset by providing the services to someone else;
- the amount of compulsory union fees;
- the cost of books, equipment and other materials needed for the course; and
- the proportion of the course money that the provider received in respect of the student before the default day that is equal to the proportion of the course that was provided to the student before the default day.

7. If your visa has been refused, you must provide evidence of the refusal before we make any refund of the Course Money.

#### Refund where we cancel the Course

8. If before you withdraw from a Course we:

- do not start the Course by the Course Start Date or such later date as agreed between you and us;
- stop providing the Course at any time after it starts but before it is completed, we will refund to you the Course Money we have received from you, **however**, no refund of Course Money will be made to you if:
  - we arrange for an alternative course to be provided to you (at our expense), whether by us or another provider; and
  - you accept the alternative course.

#### When you will not receive a refund

9. No refund will be made to you (other than for reason of student visa refusal) in the following circumstances:

- Where you withdraw from the Course after the Course Start Date;
- Where you withdraw from any Course that is part of a Package of Courses after the Course Start Date of the first Course in the Package of Courses;
- Where we cancel, suspend or terminate your enrolment as a result of Student Default; or
- In any other circumstances not referred to in clauses 4, 5, 6 and 8.

#### Payment of refunds

10. Refunds made under clauses 4, 5, 6 and 8 will be paid directly to you (or if you are under the age of 18 years, your legal guardian). We may also pay your refund in accordance with any direction you provide to us by or are not obligated to do so. All refunds will be paid in accordance with the provisions of the ESOS Act and Regulations.

11. We may pay refunds by bank draft or by direct credit (in case of refund within Australia) or by telegraphic transfer (in case of refunds outside of Australia) at our option. We may require you to provide evidence of the existence of your bank account.

#### Non-refundable Fees and charges

12. If provided in this Refund Policy we may deduct the following Non-refundable Fees from the Course Money:

- Application Fee;
- Services Fees; and
- Administration Fee.

#### Payment of Course Money by instalments

13. Where you pay Course Money by instalments and you withdraw from the Course, you are required to pay us:

- all unpaid Non-refundable Fees; and
- where you withdraw from Your Course before the Course Start Date, the Cancellation Fee; or
- where you withdraw from Your Course on or after the Course Start Date, all unpaid Tuition Fees for Your Course.

#### Refunds in Australian Currency

- All refunds will be made in Australian currency only. We are not responsible for currency exchange rate fluctuations and/or delays or loss of refund in transit (mail, courier, telegraphic transfer or otherwise).

#### IMPORTANT

No refunds are possible unless APC/SCHS procedures are followed. APC/SCHS reserves the right to change its procedures without notice, according to its own requirements, or Australian Government regulations. This agreement and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

#### SCHOOL POLICIES

As a condition of enrolment, the student agrees to abide by all school policies, which are all subject to change from time to time, for the duration of their enrolment. Current policies are available at <www.schs.nsw.edu.au> and include: Accommodation Policy, Complaints and Appeals Policy, Course Progress and Attendance Policy, Discipline Policy/Code of Conduct, Student Transfer Request Assessment Policy, Deferment, Suspension and Cancellation Policy.

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*I/we confirm that I/we have read and understood all the above and agree to abide by them:*

Parent/Guardian Signature: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YY)