



Subject: Support and general welfare standards for younger overseas students

PURPOSE

To ensure that the support and welfare of all younger International Students enrolled in The University of Sydney Centre for English Teaching (CET) accredited or non-award ELICOS programs meets the requirements of Standard 5 and Standard 6 of the Education Services for Overseas Students (ESOS) Act, National Code 2007 as amended.

INTRODUCTION

CET will only accept students under 18 years of age if there are adequate arrangements in place for their accommodation, support and general welfare for the length of their student visa or until the student turns 18.

CET will not accept students under 16 years of age.

Adequate arrangements for the accommodation, support and general welfare of a younger overseas student are a requirement of the Australian Government.

Under Australia's immigration laws, student visa applicants under the age of 18 must be able to demonstrate that they will be accompanied by a parent or a legal custodian or an eligible relative, or that their education provider approves of other arrangements made for the student's accommodation, support and general welfare while he or she is in Australia on a student visa.

APPLICATION

Should neither a parent nor a suitable relative be in Australia to directly provide for the support and general welfare of a student, and CET decides to accept the student, CET will approve suitable accommodation, support and general welfare arrangements according to the policies and procedures outlined in this document.

CET will provide support and general welfare either from its own resources or from an accredited Provider of support and general welfare services.

This document outlines the standards required of an accredited Provider of support and general welfare services.

Support and general welfare service delivery standards

The support and general welfare Provider will, as appropriate:

- Liaise with the student concerning any grievances of the student in relation to the student's accommodation facility.
- Notify CET of any unresolved grievances the student may have regarding the accommodation facility.



- Represent the student in liaising with CET, including assisting the student lodge any grievance on behalf of the student to the Director CET.
- Provide twenty-four (24) hour, seven days a week telephone advice and emergency assistance for the student.
- Provide remote data access for nominated CET staff to the Provider's student management system, allowing CET staff 24 hour access to emergency contact details for the students' parent or legal guardian for critical incident management and response.
- Translate into the student's first language school reports supplied to the Provider by CET and forward copies to the parents.
- Maintain regular contact with the student, specifically the Provider will have a personal contact with the student within 48 hours of arrival at the accommodation location of the student. If the Provider fails to meet this performance measure, they will justify the reasons for non-compliance to CET.
- The minimum standard for regular contact with a student is once every fourteen days by phone or personal visit. Personal contact with the student should be a minimum of once every 21 day cycle.
- Liaise with CET on behalf of the parent, including signing documents with CET on behalf of the parents.
- Provide local orientation for the student, including:
 - (a) Safety and security briefing, emergency services
 - (b) Assist/facilitate opening local bank account if required
 - (c) Assist purchasing SIM card/mobile data if requested
 - (d) Public transport information
 - (e) Support services available to students
 - (f) Referral and assistance on personal problems/issues
- Send a report to parents within 20 to 30 days of first arrival date of student, updating parents on the following:
 - (a) Overview of accommodation facility or homestay, including photographs
 - (b) Local bank account details of student and how to transfer funds direct from parent to student
 - (c) Local mobile phone number of student
 - (d) General information on welfare of the student, school, transport to and from school and how student is settling in.
 - (e) Full name and direct contact details of Provider, as well as the full office address and contact numbers for the Provider.
 - (f) 24 hour emergency number for parents to call if emergency assistance is required.
- Attend formal CET staff/student interviews and other relevant information sessions. Notes from these interviews are to be translated into the student's first language and forwarded to parents.
- Liaise with the CET Student Counsellor to monitor the student's health, academic performance and attendance.
- Ensure all accommodation, support and general welfare providers and sub-contractors have the necessary clearances to work with children.
- Provide CET with direct remote data access to the provider student management system. CET will have access to the following information in order to ensure service standards are being met:



- (a) List of all contacts between Provider and student, must detail date of contact, method of contact (in person or via phone) and summary of contact
 - (b) List current and past homestay details
 - (c) Nominated accommodation, support and general welfare provider, name, contact number, working with children check number or clearance reference
 - (d) Support and general welfare commencement date and end date
 - (e) Copies of reports sent to parents
 - (f) Copies of all documents, letters received in relation to student
 - (g) Copy of terms of engagement of Provider's service acknowledged or signed by parents.
 - (h) Current course details
 - (i) Photograph of student (if student agrees to photograph being taken)
- Provide CET with direct remote data access to Provider's service student management system for CET staff to access the following information:
 - (a) Full list of current students under care of the Provider
 - (b) Full list of students pending arrival
 - (c) Full list of previous students who were under the care of the Provider.
 - Provide CET nominated management staff direct remote data access to student management system, and in the case of a national manager or manager of multiple campuses, the capability to view all students from all campuses as per the details outlined in these service standards.

Standards relating to risk reduction, liability and insurance

In addition to the support and general welfare service delivery standards listed above, the Provider will:

- Ensure all sub-contractors who perform the role of support and general welfare service provider on behalf of the Provider will have legally binding contracts clearly outlining terms of engagement, indemnity, liability and risk, performance of services, fees, termination, confidentiality and refund of fees. This is a requirement to ensure sub-contractors are held accountable to the standards outlined in this document.
- In conjunction with CET review on an annual basis the services provided to CET students. This will include a review of the quality of services provided by the Provider in line with the standards outlined in this document.
- Maintain public liability and professional insurance. The insurance coverage must be a national policy and must clearly stipulate it covers the Provider's staff and/or sub-contractors who perform the role of support and general welfare service provider. The minimum coverage is \$10,000,000 public liability and \$5,000,000 professional indemnity. At the request of CET, the Provider must produce certificates of currency of the insurances required by this clause.

CET will:

- Undertake to ensure any company or individual approved by CET to perform the role of Provider for any student under the age of 18, for which CET has issued a Confirmation of Appropriate Accommodation and Welfare document, will comply fully to the standards and terms outlined in this document.

Termination of support and general welfare service delivery

CET and the Provider will have the right to terminate a support and general welfare service delivery agreement by serving notice 30 days in advance, in writing to the other party.



The Provider may also terminate the support and general welfare arrangements for an individual student in conjunction with CET if:

- (a) The Parent chooses to send the student to an educational Provider other than CET.
- (b) The Student:
 - (i) is charged with any offence contravening any law or regulation whilst in Australia, which could result in his/her visa being cancelled by government authorities; or
 - (ii) fails to comply with or breaches any visa requirements imposed by the government; or
 - (iii) fails to achieve at least 80% attendance rate at CET according to the records of CET and after all reasonable attempts have been made by the Provider and CET to try and make the student attend as required; or
 - (iv) changes residential address or accommodation facility without prior notice and approval of the Provider and CET.
- (c) Under any reasonable circumstances either the Provider or CET in its absolute discretion decides to terminate the agreement.
- (d) The student or parents fail to pay the nominated fee for the Provider's services.

General requirements

The Provider shall agree to the University's standard Agreement for Services.

CET shall have permission to advertise the name and logo of an accredited Provider on promotional material.

The Provider will in conjunction with CET review on an annual basis the support and general welfare services provided to CET students. This will include a review of the quality of services provided by the Provider.

There will be no variation of a support and general welfare service agreement unless it be in writing and signed by CET and the Provider.

Indemnification

CET and the Provider will agree to indemnify each other and their subsidiaries, other affiliates, and their direct and indirect customers and the officers, directors, employees, successors and assigns of any of them from and against all third-party claims, losses, damages, expenses (including reasonable attorney's fees), liabilities, demands, or liens that in any way arise out of, relate to or result from wilful misconduct, negligence or breach of their obligations under a support and general welfare service agreement. Such indemnification shall survive the expiration or earlier termination of the service agreement.