

**THIS AGREEMENT** is made the day of , 2019

**BETWEEN:** ISA (Victoria) Pty Ltd (hereinafter referred to as "ISA")

**AND:** The Parent named in Schedule 1 Hereto (hereinafter referred to as "the Parent")

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## RECITALS

1. The Parent has made arrangements for the Student to enter and be educated in New South Wales, Australia and has requested ISA to provide support and supervision services in respect to the Student whilst in New South Wales, Australia.
  2. The Parent has agreed to provide adequate financial support for the Student, whilst in Australia including the provision of Student's living, accommodation, health insurance costs and other financial needs.
  3. The Parent acknowledge if an Education Provider issues a CAAW (Confirmation of Appropriate Accommodation and Welfare) document as part of the visa process, the Education Provider is responsible for monitoring and approving all accommodation and welfare arrangements and this responsibility cannot be delegated to a third party.
  4. The Parent acknowledge provision of welfare arrangements by ISA does not constitute legal guardianship.
  5. ISA has agreed to provide support services to the Parent subject to the following terms and conditions.
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## NOW THE PARTIES AGREE as follows:

### 1. Interpretation

Student: Refers to the Student named in Schedule 2

Home stay: Accommodation with a host family approved by the Education Provider.

Approved Accommodation: Accommodation approved by Education Provider

Welfare: Welfare arrangements approved by Education Provider

### 2. Commencement

2.1 This agreement shall commence and terminate on the dates set out in Schedule 3 hereto ("the nominated dates").

### 3. Provision of services

In consideration of the payment referred to in paragraph 4, ISA agrees to provide to the Student and Parent the following services;

3.1 Liaise with the Student concerning any grievances of the Student in relation to the Student's accommodation facility.

3.2 Notify the education provider of any unresolved grievances the Student may have regarding Home stay or other accommodation facility.

3.3 Represent the Student in liaising with the education provider at which the Student attends, including assisting the Student lodge any grievance on behalf of the Student to the Principal or Director of the education provider at which the Student attends.

3.4 Provide twenty-four (24) hour, seven days a week telephone advice and emergency assistance if required.

3.5 Provide copies of School reports to the Parent (if supplied by school).

3.6 Maintain regular contact with the Student.

3.7 Liaise with education provider on behalf of the Parent, including signing documents with the education provider on behalf of the Parent.

3.8 Provide local orientation for the Student.

3.9 Referral and assistance on personal problems.

3.10 Meet the Student on day of arrival or within 48hours.

3.11 Provide the Student with (age and culturally appropriate) information/assistance on:

- a. Safety and security, emergency services and who to contact in emergency situations.
- b. Opening local bank account if required.
- c. 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.
- g. English language and study assistance programs.
- h. Any relevant legal services and health services.
- i. ISA's facilities and resources.
- j. Services a student can access for information on employment rights and conditions, and how to resolve workplace issues.
- k. How to seek assistance and reporting any incident or allegation involving actual or alleged sexual, physical or other abuse.
- l. How to make complaints.

3.12 Send a report to the Parent, in language wherever possible, within 20 to 30 days of first arrival date of the Student, providing the Parent with the following information:

- a. Overview of accommodation facility or home stay (photographs if taken).
- b. Local bank account details of the Student and how to transfer funds direct from Parent to the Student.
- c. Local mobile phone number of the Student.
- d. General information on welfare of the Student, school, transport to and from school and how the Student is settling in.
- e. Full name and direct contact details of the Responsible Person, also provide full office address and contact numbers for ISA.
- f. 24-hour emergency number for the Parent to call if emergency assistance is required.

3.13 Attend parent/teacher interviews and other relevant information sessions.

## 4. Payment

This agreement shall not commence until receipt by ISA of the fee referred to in Schedule 4, the fee being payable upon execution of this agreement by the Parent and delivery to ISA.

## 5. Refund

Refunds will be granted in the following circumstances. In the event the Student visa is rejected or application is withdrawn, ISA will refund the total amount received as payment, less an administration processing fee of 200 (Aud) and any banking fee. In the circumstance where a course is deferred or arrival delayed and the Student is 18 at the time of arrival all fees received will be refunded less an administration processing fee of 200 (Aud) and any banking fee. If the Parent is granted a guardian visa or permanent visa and the education provider approves of the change of welfare arrangements, ISA will refund the balance of any unused fees, less an administration processing fee of 200 (Aud). No Refund will be given if the Parents elect to change welfare providers after the Student has arrived in Australia. In the event the Student arrives in Australia then withdraws or cancels their enrolment with the Education Provider or returns home, for whatever reason, any guardian fees paid are non-refundable. If there is breach of any law or immigration regulation resulting in the Student visa being cancelled or the Student returning home, no refund will be given. Requests for refunds in any other circumstances will incur a 200 (Aud) processing fee and any banking fee.

## 6. Termination

6.1 ISA has the right to terminate this agreement upon service of notice:

- if the Parent choose to send the Student to any other Educational Institution other than the original Educational Institution nominated on the original application for welfare services to ISA.  
if the Student:
  - 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;
  - fails to comply with or breaches any visa requirements imposed by the government, or;
  - fails to achieve at least 80% attendance rate at the enrolled Educational Institution (according to the records of the education provider) after all reasonable attempts have been made by ISA or the Educational Institution, to try and make the Student attend as required, or;
  - changes residential address or accommodation facility without prior notice and approval of ISA.
  - under any reasonable circumstances ISA in its absolute discretion decides to terminate the agreement.

6.2 In an event of termination under this paragraph, any monies paid by the Parent to ISA under paragraph 4 are not refundable.

## 7. Medical and Indemnity

In the case of illness, accident or injury, the Parent grants permission for the child to be examined and treated at an appropriate medical facility or by a medical professional. The Parent grants permission for ISA and its agents to release information regarding the child's health to an appropriate medical professional or facility if required. The Parent authorise ISA and its agents to sign medical consent documents for the child. The Parent understands any costs associated with any physical examinations, procedures or other medical requirements, not covered by the child's mandatory overseas health cover, will be paid for by the Parent. The Parent indemnifies and shall keep indemnified ISA against all loss, damage, costs and expenses suffered or incurred by ISA as a result of any conduct of the Student or of any obligation or undertaking required to be performed hereunder by ISA whilst the Student is in Australia. The Parent further indemnify ISA, its Directors, Agents and Local Representatives from all current and future claims, charges, costs and or causes of action for loss of property, personal injury, illness, accident or death sustained by the Student during the time that he/she is under the care of ISA, whether covered by current insurances or not. The Parent further agrees to indemnify and hold harmless all of the above named from any liabilities to third parties, which may arise from the Student's study in Australia.

## 8. Confidentiality and personal information

8.1 ISA will comply with the Privacy Act 1988 (Cth) and any other applicable privacy laws in connection with the collection, use, handling, disclosure, quality, security of and access to personal information that you disclose.

8.2 The Parent must ensure the consent form attached at Schedule 5 is executed by the Student. ISA may not share any of the Student's Confidential Information with the Parent without a signed consent.

8.3 Each party must keep all Confidential Information confidential and may use such information for the sole purpose of performing the obligations under this agreement (obligations include sharing the Student's confidential information with the Parent in via the reports set out in the services).

8.4 Neither party may use or disclose the Confidential Information except:

- (a) to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this agreement;
- (b) as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
- (c) with the other party's prior written consent.

For the purposes of this clause 'Confidential Information' means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:

- (i) is identified as confidential or ought to have been known to be confidential;
- (ii) is Personal Information, as that term is defined in the Privacy Act 1988 (Cth); or
- (ii) relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and

methodologies,  
but does not include information which is in, or comes into, the public domain other than by a breach of this agreement, or which is independently known to the other party as evidenced by its written record.

## 9. General

(a) Notices. All notices and consents required or permitted to be given under this agreement shall be in writing and given by personal service, pre-paid postage, facsimile transmission or telex transmission at the addresses of the parties set out in this agreement or to such other address as either party may designate to the other by written notice.

(b) Assignment. Neither this agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written permission of the other.

(c) Governing law. This agreement shall be governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of that state.

(d) Modification. This agreement may be modified only in writing signed by duly authorised persons for both parties.

(e) Severability. If any provision of the agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be effected or impaired thereby, and this agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

(f) Waiver. No forbearance or indulgence granted by ISA to the Parent shall discharge the Parent from any obligation under this deed.

(g) No Variation. No variation of this agreement will be of any force unless in writing and signed by the parties.

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## SCHEDULE 1

**Parents' Name:**

**Parents' Address:**

## SCHEDULE 2

**Student Name:**

**Student Date of Birth:**

## SCHEDULE 3

**Course Details:**

**Course:**

**School:** Insearch (UTS)

**Commencement date:**

**Completion date:**

## **SCHEDULE 4**

**Guardian Service Period:**

**Total guardian service period:** ( Months )

## **SCHEDULE 5**

Student Consent for information sharing

I \_\_\_\_\_ give my consent to ISA (Victoria) Pty Ltd (ISA) to:  
(Student name)

Provide, in accordance with the Service Agreement between ISA and my Parents/guardians:

1. copies of school reports to my Parents/guardians;
2. a report to my Parents/guardians providing them with the following information about me:
3. Overview of my accommodation facility or home stay (and photographs if taken).
4. My local bank account details and how to transfer funds.
5. My local mobile phone number.
6. General information on my welfare, school, transport to and from school and how I am settling in.

Print student name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**IN WITNESS WHEREOF** the parties have executed this agreement the day and year first above written.

Executed by ISA PTY Ltd by being signed by the person who is authorised to sign for the company.

\_\_\_\_\_  
Director and Company Secretary

Full Name: Ivan McKINNEY

Usual Address: Suite 1/Level 1-108 Bourke Street, Melbourne 3000, Australia

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SIGNED ()

SIGNED ()