enrolment & re-enrolment terms and conditions

This legally binding document applies if a student is offered, or re-offered, enrolment at Ballarat Clarendon College (the **College**) and the Parent(s)/Guardian(s) have accepted the offer, or offer of re-enrolment, for that student to commence studies at the College.

These Terms of Enrolment (the **Terms**) must be read, and accepted, prior to accepting any offer of enrolment, or re-enrolment, made by the College.

The Terms continue to apply for the duration of a student's enrolment at the College, unless amended by the College, and form a legally binding contract between the Parent(s)/Guardian(s) and the College.

Any right, entitlement, obligation of or action required by the College under the Terms may be exercised by the Principal and/or the College Board (whichever is deemed appropriate by the College) on behalf of the College.

The Parent(s)/Guardian(s) wishing to enrol/re-enrol their child(ren) (the **Student**) into the College do so on the following conditions and acknowledge that they have read, understood and agree to the following:

General

1. The Parent(s)/Guardian(s) have the authority to make decisions regarding the enrolment of the Student at the College.
2. The Parent(s)/Guardian(s) are familiar with the most up-to-date Enrolment Policy and Schedule of Fees and agree to adhere to the Enrolment Policy and the Schedule of Fees Terms, as may be amended by the College from time-to-time.
3. The Parent(s)/Guardian(s) have read and understood and agree to adhere to the College's policies and procedures (**Policies**).
4. To the extent permissible by law, all conditions, warranties and liabilities, whether expressed (other than those set out in the Terms) or implied are excluded. To the maximum extent permissible by law the College shall not be liable for any loss, damage, claim or expense the Parent(s)/Guardian(s) may incur or suffer as a result of, or arising out of or in connection with, the Terms.
5. The College reserves the right, subject to legal requirements, to select the Students who attend the College according to College policies as varied from time-to-time. The College may, in its absolute discretion and on lawful grounds, reject an application for enrolment.
6. Parent(s)/Guardian(s) must ensure that the College's records in relation to the Student are correct and up-to-date and, accordingly, must advise the College as soon as possible of any changes to the Student's records, including the Student's or the Parent(s)/Guardian(s)' contact information.
7. The Student must wear the uniform of the College properly so as to develop pride in personal appearance as well as develop a sense of belonging and responsibility.
8. The Student must care for the buildings, furniture and equipment of the College and is financially responsible for damage caused through carelessness or neglect.
9. The College does not accept liability, and will not be responsible for damage to, or loss, theft or destruction of, the Student's (whether boarders or day students) personal effects (including notebook computers).
10. The Student may not leave the College property during school hours without permission of the Principal or delegated representative.
11. Whether at the College, at a College function, or travelling, Students are not permitted tobacco, non-prescribed drugs or alcoholic drinks.

12. The College reserves the right to suspend or terminate the enrolment of any Student whose influence is regarded as harmful to the interests of other students.

13. Parent(s)/Guardian(s) acknowledge that the College may change the curriculum or courses that it offers from time-to-time at its absolute discretion and may, from time-to-time as the need arises, change the delivery of curriculum from face-to-face to the delivery of online home-based learning.

14. Students may freely access or be referred to student services, such as counselling, careers guidance or enhanced learning. As deemed necessary, staff will make every effort to inform and involve Parent(s)/Guardian(s), giving due consideration to their respective professional standards.

15. Students must abide by, and Parent(s)/Guardian(s) must ensure that the Student(s) abides by as far as reasonable, all conditions of the College's Student Electronic Communication Policy and the Notebook Computer Protocol regarding access to and use of all internet and information technology facilities.

16. The College's policy with regards to local excursions is that permission is granted by Parent(s)/Guardian(s) on signing the College's 'Confirmation of Student Details' form.

17. The Terms are governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.

18. Parent(s)/Guardian(s) agree to collect or make arrangements for the collection of the Student if they become unwell at school.

Parent(s)/Guardian(s)' Conduct

19. Parent(s)/Guardian(s) will take an active part where possible in the activities of the College and cooperate with the College in providing the Student's education.

20. Parent(s)/Guardian(s) must behave in such a manner that the image of the College is not negatively affected or brought into disrepute and to treat and deal with the College's employees, representatives, other parents and students with respect and consideration.

21. If the Principal believes that a mutually beneficial relationship of trust and cooperation between the Parent(s)/Guardian(s) and the College or any of its staff has broken down to the extent that it adversely impacts on their relationship with the College or poses a safety risk to staff, the Principal may require the Parent(s)/Guardian(s) to remove the Student from the College and terminate the Student's enrolment together with any other child or children they have enrolled at the College.

22. Parent(s)/Guardian(s) agree to comply with the College's policies relating to respectful behaviour and any parent charter or code of conduct introduced or amended from time-to-time.

23. Parent(s)/Guardian(s) agree to assist the College in discharging its obligations under the Child Wellbeing and Safety Act 2005 (Vic) by participating in investigations in relation to allegations of 'reportable conduct', or taking any other steps to assist the College with its child safety statutory obligations, if requested to do so by the College or regulatory authority.

Medical Conditions and Special Needs

24. Parent(s)/Guardian(s) must divulge, with appropriate documentation, all relevant details regarding any medical conditions, disabilities, special learning needs or other conditions that may impact upon the College's ability to properly care for the Student, and to enable consideration of any reasonable adjustments and facilities that may be required. Such information must be based on all current information available to the Parent(s)/Guardian(s) at the relevant time.

25. During the period that the Student is enrolled at the College, Parent(s)/Guardian(s) must, as soon as practicable, bring to the College's attention, with appropriate documentation, any new medical conditions, disabilities, special learning needs or other conditions affecting the Student that may impact upon the College's ability to properly care for the Student, and to enable consideration of reasonable adjustments to services and/or facilities that may be required.

26. Where the College is unable to contact, or it is impractical in the circumstances, the Parent(s)/Guardian(s), the Parent(s)/Guardian(s) authorise and specifically consent to the College taking whatever action is considered necessary for the wellbeing of the Student. This may include:

    - administering first aid as may be considered reasonably necessary to do so;
    - referring or taking the Student to a legally qualified medical practitioner or hospital as might be considered appropriate in the circumstances;
    - obtaining or providing urgent medical or surgical attention or treatment for the Student as might be deemed necessary by a legally qualified medical practitioner.

27. Parent(s)/Guardian(s) accept full responsibility for any expenses incurred by the College arising for the matters referred to at clause 26 above (including, but not limited to, ambulance transportation, medical and like expenses).

28. Further, the Parent(s)/Guardian(s) acknowledge that any subsequent medical consent requested on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

Privacy

29. Parent(s)/Guardian(s) acknowledge and accept the College's Privacy Policy and consent to the collection, use and disclosure of personal information and sensitive information as provided for by the Privacy Policy.

30. The collection, use, storage and disclosure of information about individuals by the College is in accordance with the College's Privacy Policy and its obligations under the Privacy Act 1988 (Cth).

Photos and Videos of the Student

31. Parent(s)/Guardian(s) acknowledge and consent to the Student being photographed or filmed/videotaped, by an authorised representative of the College, from time-to-time within the College's grounds or participating in College events or activities (including online learning activities and/or live events which may be recorded), and to the use of these photographs or footage with the Student's name in College publications, advertisements, editorials, the College's website, social media, newspapers and other media, or otherwise for educational purposes.

32. Parent(s)/Guardian(s) understand and agree that if they do not wish to consent to the matters described at paragraph 31 above, or if they wish to withdraw the consent, it is their responsibility to notify the College in writing.

Discipline of Students

33. Parent(s)/Guardian(s) agree to support the College in lawful disciplinary actions undertaken by the College which the College deems as appropriate to modify, address and deal with the Student's behaviour and conduct.

34. The College reserves the right to impose on the Student any lawful disciplinary action that the College deems appropriate, or to suspend the Student or terminate the Student's enrolment at the College, on the grounds of serious or repeated unsatisfactory conduct or performance, serious or repeated failure to obey College rules, serious or repeated breach of discipline procedures and policies, or serious or repeated failure of a Parent(s)/Guardian(s) to comply with these Terms.

35. Where it is considered necessary, the College may authorise an appropriate College staff member to conduct a search of any of the Student's private belongings that have been brought onto the College's premises or to a College function or activity, including their College bag or locker, and may direct the student to empty their pockets or clothing.

Fees and Charges

36. A non-refundable registration fee of $100 is payable for all prospective new students and must be paid at the time of submitting the Application for Registration (**Registration Fee**). Payment of the Registration Fee does not guarantee the offer of a place in the College for a student.

37. A confirmation deposit of $3,000 is payable for each student upon the Parent(s)/Guardian(s) accepting the College's letter of offer of enrolment for the Student (**Confirmation Deposit**). The Confirmation Deposit is reviewed annually by the College and is subject to change. The Confirmation Deposit is not refundable and not transferrable.

38. Parent(s)/Guardian(s) are jointly and severally liable for making full payment of all fees, charges and levies in relation to the Student's enrolment at the College, including but not limited to, tuition fees and boarding fees where applicable (**Fees and Charges**).

39. Tuition and boarding fees are payable in advance, however are generally billed to Parent(s)/Guardian(s) in instalments for convenience. Other Fees and Charges (including, but not limited to, music tuition, travel, excursions, etc) may be billed on an ad hoc basis and are payable within 30 days of billing, as set out in the fee notices.

40. Pro rata Fees and Charges may be payable for new Students entering the College for the first time after a term has commenced. This generally means that Parent(s)/Guardian(s) must pay Fees and Charges for the term of the Student's entry prior to commencement, and payment for the following term very soon thereafter. Where this causes hardship, Parent(s)/Guardian(s) may request a special arrangement by application in writing to the Business Manager - Finance.

41. Fees and Charges are subject to amendment by the College in its sole discretion at any time, but usually this will be annually. Fees and Charges are payable by the Parent(s)/Guardian(s) in accordance with the College's Domestic Fee and International Fee notices as amended by the College from time-to-time.

42. The College reserves the right, which may be exercised at any time, to refuse to allow the Student to continue their education at the College, and to terminate the Student's enrolment or suspend their enrolment while any Fees and Charges remain unpaid. Only in exceptional circumstances, at the sole discretion of the College, will the Student be allowed to enter a new term if any Fees and Charges are unpaid.

43. If any Fees and Charges are overdue, the College may charge the Parent(s)/Guardian(s) interest and any reasonable administration costs incurred by the College in respect of managing the unpaid Fees and Charges. An administration fee may be levied for each additional statement issued arising from late payment of the Fees and Charges or for failure (for any reason) of a financial institution to honour a cheque or electronic transaction.

44. Parent(s)/Guardian(s) will also indemnify the College for any costs associated in the recovery of unpaid Fees and Charges.

45. The College reserves the right not to refund Fees and Charges in any circumstances, including absences due to holidays or illnesses. However, where special circumstances exist, the Principal may, in their sole discretion, consider a request for a refund by a Parent(s)/Guardian(s). Parent(s)/Guardian(s) may apply in writing for an extended absence of up to four school terms; refer to the College's Extended Student Absence – Holding A Place Policy. Holding fees apply.

46. Any agreement or act by the College not to strictly enforce the terms under the Terms in relation to Fees and Charges does not constitute a waiver of its rights to require the Student to be withdrawn from the College and to terminate the Student's enrolment.

47. Subject to the Terms, Fees and Charges are due and payable in all circumstances following enrolment. Allegations of bullying or instances of bullying towards the Student (or other behaviours) will not discharge any obligation of the Parent(s)/Guardian(s) to pay Fees and Charges, nor will the adoption of flexible delivery of curriculum, such as online home-based learning, where required.

48. The Principal is authorised by the College to take such steps as they consider necessary, including legal proceedings, on behalf of the College, to recover unpaid Fees and Charges.

49. Generally, the account for the Fees and Charges will not be split as a result of change in family circumstances of the Parent(s)/Guardian(s). In a case of family separation, duplicate accounts will be sent to the different notified addresses of each Parent/Guardian unless the College is notified in writing that a single address is appropriate and suitable arrangements are made for payment of the Fees and Charges.

Withdrawal of Students

50. If the Parent(s)/Guardian(s) wish to withdraw the Student from the College or if they wish for the Student to change from being a boarder to a day student, the Parent(s)/Guardian(s) must give at least one term's written notice to the College (and the written notice must be signed by both Parent(s)/Guardian(s), unless there is a court order to the contrary). If such notice is not given, up to half of the Fees and Charges for the term will be payable in full.

51. If the Student intends to not attend the College for a period of one term or more, the Parent(s)/Guardian(s) must make an application for the period of leave as soon as possible in writing; refer to the College's Extended Student Absence – Holding A Place Policy. The College will advise the Parent(s)/Guardian(s) in relation to whether or not the application for leave is approved. If the period of leave is not approved and the Student nevertheless takes the period of leave:

    - the Student will not have an automatic right to return to the College and the College is not obliged to maintain or hold the Student's enrolment; and
    - any Fees and Charges for that term will remain due and payable by the Parent(s)/Guardian(s).

    The College may in its discretion approve the application for leave, and hold the Student's enrolment open during the period of leave, on the condition that the Parent(s)/Guardian(s) make an advance payment of a non-refundable holding fee.

52. Where the Student is absent from school during the term due to an injury or illness, and satisfactory evidence is provided in relation to that illness or injury, the College will endeavour to provide all reasonable support to the Student in order to assist the Student with meeting the curriculum requirements during that particular term.

53. Where the Student is absent from school during the term because the Parent(s)/Guardian(s) have decided to withdraw the Student from attending school so that they may attend a holiday or for other non-College related matters, the Parent(s)/Guardian(s) acknowledge and agree that any exam(s) and/or assessment(s) and/or any other curriculum task(s) that fall in or around the absence will not be re-scheduled or amended in any way to take account of the absence.

Court Order

54. Unless the College is supplied with a Court order or written authorisation signed by both Parent(s)/Guardian(s) which provides otherwise, the College will proceed and act on the basis that each of the Parent(s)/Guardian(s) has equal rights and responsibilities in relation to the Student. The Parent(s)/Guardian(s) will at all times act in accordance with any relevant Court orders in their dealings with the College.

55. If there is a change in legal guardianship or care for the Student, the Parent(s)/Guardian(s) will immediately provide written notice to the College detailing the change (and provide any other relevant documentation) in addition to written consent from any other Parent(s)/Guardian(s), confirming the status of the Student's enrolment. The Parent(s)/Guardian(s) indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parent(s)/Guardian(s).