# **Enrolment Terms & Conditions**

In conjunction with Enrolment Policy No. 6

Approved by School Board October 2020



#### Rationale

Kerang Christian College is a Christian school founded to provide Christian education for the children of families who desire Christ-centred education. Therefore, in accordance with the enrolment policy, the College invites into partnership those families who are supportive of its Christ-centred vision and purpose. Christian practices such as Bible reading, devotions and prayer are embedded in the College's education and activities.

#### General

- a) In signing the Enrolment Agreement, the Applicant agrees to comply with these Enrolment Terms and Conditions, the Enrolment Policy, the Parent Code of Conduct and conditions which may be changed during the period of enrolment at the discretion of the College.
- b) The College's policies do not form part of the Enrolment Agreement.

If the Applicant wishes to withdraw the student from the College, the Applicant must give to the Principal one term's written notice where possible.

### **Definitions**

**Applicant** means the person(s) set out in the Enrolment Agreement being the parent(s) and/or guardian(s) of the student listed in the agreement and if more than one, each of them jointly and severally.

**Enrolment Fee** means the fee payable at the time of signing the Enrolment Agreement. The current Enrolment Fee is provided in the Fee Schedule and may be altered at any time at the discretion of the College.

**Enrolment Agreement** means the Agreement forming part of these Enrolment Terms and Conditions by which the Applicant agrees to be bound.

**Conditions of Enrolment** means these Enrolment Terms and Conditions including any subsequent amendments made by the College.

**Student** means the student named in the Enrolment Agreement.

The Principal means the Principal of the College, or the Principal's delegate.

The College, the School or KCC means Kerang Christian College.

### Fees and Charges

- a) Where there is more than one Applicant, both persons will be equally responsible jointly and severally for the school fees and any other charges unless agreed upon differently by the Applicant(s). Such an agreement should be made in writing and submitted to the School.
- b) All fees are due and payable in full on the date set out in the fee statement unless another arrangement has been pre-agreed in writing between the Applicant and the College.
- c) To accept an offer of enrolment, the Applicant shall be liable for payment of a non-refundable deposit. The deposit is billed separately from term fees.
- d) The Applicant is responsible for fees and charges supplied in relation to all excursions and camps during the enrolment period.
- e) The student will not be permitted to enter a new year while any part of the fees or charges for the previous billing period remain unpaid, unless approved by the Principal.
- f) If the student is admitted to the College during a semester, tuition fees will be charged on a pro rata basis.
- g) No refund of fees paid or waiver of any fees outstanding will be made if the student is withdrawn from the College during a semester or is absent for any reason.
- h) If a student is withdrawn at the insistence of the College (e.g. due to the unsatisfactory conduct or behaviour of the student), the Applicant is liable for all fees and charges to the date of notification of the student's enrolment at the College being terminated.
- i) The Business Manager is authorised to take such action deemed necessary to recover unpaid fees or charges, including recovery costs.
- j) Any overdue accounts may result in suspension of enrolment, the exclusion of the student from certain activities, the permanent exclusion from the College and recovery via legal action which shall involve both payment of the unpaid fees and charges and costs of recovery being charged to the Applicant.

#### **Disclosure**

- a) The Applicant acknowledges that the Enrolment Application Form has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Enrolment Application Form.
- b) The Enrolment Application Form forms part of the Enrolment Agreement, and failure to complete the Enrolment Application Form honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- c) The College reserves the right to obtain further information regarding the student during the period of enrolment including all academic information, school reports and all medical and other reports regarding the student, if applicable.

d) The Applicant declares that the student is either an Australian citizen; has Australian residency status; or, has a Student Visa for entry and stay in Australia that allows education to be provided on the same cost basis as for an Australian citizen.

# **Disciplinary Action**

- a) The continued enrolment of students is dependent on their behaviour being in accord with the College's policies, rules and regulations, as amended from time to time as well as the behaviour of the parents being in accord with relevant policies.
- b) The College applies a restorative approach to the discipline of student behaviour and seeks to restore students to participate and benefit from College educational programs offered.
- c) The College reserves the right to discipline the student including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College.
- d) Disciplinary action may be implemented against the student (including internal and external suspension and up to expulsion from the College) if in the opinion of the Principal the student is found to have breached the College's policies or is found to have engaged in behaviour detrimental to the College, its staff, or students.
- e) If the Principal suspends the student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- f) If externally suspended, the student shall not enter upon any of the College grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Applicant during such period.
- g) The Applicant agrees to partner with and enrol the student at the College acknowledging the paramount importance that there is harmony between the home and the College in regards to standards, outlook and values, and that the home and the College will endeavour to work together in educating and developing students.
- h) The Applicant is expected to support the aims, objectives, ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct. Disciplinary action under this clause may include suspending or terminating the enrolment of the student.

### **Health and Medical Treatment**

- a) The College will notify the Applicant of any injury or illness the student may suffer at the College, which warrants major staff intervention.
- b) If, during the period of enrolment, the physical and/or mental health of the student changes at any time, the Applicant will notify the College and provide any relevant medical information or reports in a timely manner. The College reserves the right to assess and determine its ability to provide ongoing education to a student and reserves the right to require the Applicant to provide the College with information as requested.

- c) In the event the student is involved in a medical emergency and the Applicant or nominated contact person cannot be reached, the College can take action and incur expenditure as it considers necessary in the best interests of the student. The Applicant will indemnify the College for the cost of any such treatment or action taken (e.g. Ambulance expenses).
- d) It is the responsibility of the Applicant to provide appropriate insurance cover should the student be injured or taken ill at the College. It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at school.
- e) The Applicant authorises the First Aid Staff to periodically check the student's hair for head lice. If a student is found to have head lice, the College will notify the Applicant as soon as possible and the College reserves the right to exclude the student from attending the College until appropriate treatment has commenced. See DET Head Lice School Policy and Advisory Guide: https://www.education.vic.gov.au/school/principals/spag/health/Pages/headlice.aspx

## **Personal Possessions**

- a) It is the responsibility of the student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing, and the College is not liable for any loss or damage to this property.
- b) The Applicant will indemnify the College for any loss or damage to school property arising from the use or possession of such property by the student.

#### **Attendance**

- a) Unless the student is not able to attend the College as a result of an approved absence, the student must:
  - i. attend the College on the dates and between the hours advised by the College; and
  - ii. participate in all co-curricular activities including sporting activities, camps, excursions, evening events, music rehearsals and Christian religious services (including devotions, prayer and assembly) which may be held during normal school hours, or on the weekend or before or after normal school hours.
- b) The Applicant will encourage the student to take full advantage of the curricular and co-curricular opportunities provided to further their education.
- c) If the student is not able to attend class at the College, or any other activities in connection to the College, for any reason (including illness or injury) it is the responsibility of the Applicant to inform the Office of the College by 9:30am and confirm by phone, or via email (<a href="mailto:admin@kccs.vic.edu.au">admin@kccs.vic.edu.au</a>) upon the first day of the student's return to the College the reason for the student's absence.
- d) After holiday periods, it is expected that the student will return to school on the dates fixed for resuming unless permission is obtained from the Principal or his / her delegate.

e) The student is not permitted to leave school at the end of term until the published closing date unless permission is obtained from the Principal or his / her delegate.

The student will not be able to attend the College for any period of time during which the student is suffering from a disease or condition which is contagious through normal social contact or a medical practitioner has recommended the student not attend. See the Victorian Health Department School Exclusion Table:

https://www2.health.vic.gov.au/public-health/infectious-diseases/school-exclusion/school-exclusion-table

# **Communication and Privacy**

- a) The Applicant is required to provide copies of all existing court or parenting orders or parenting plan at the time of enrolment and during the period of enrolment.
- b) The provision of any misleading representation in relation to the guardianship of the student may result in the College suspending or terminating the enrolment of the student. Misleading representation includes circumstances where guardianship or living arrangements change and the Applicant does not notify the College within a reasonable time of the change, even if the change involves the student living with different members of the Applicant's wider family.
- c) From time to time the College may wish to include photographs and/or audio/visual of the student captured with or without their name in print and online for distribution within the College community. The Applicant consents to such use and disclosure of the student's photographs and/or audio/visual unless such consent is expressly withdrawn via written notification to the College or is expressed on the Annual Update form.
- d) The College will not disclose any information in relation to the student to any party other than the Applicant, subject to the Privacy Policy and its other legislative obligations.
- e) All information pertaining to the student and the College will be provided to the Applicant in accordance with the Privacy Policy which is available on the College's website.
- f) In order to ensure the ongoing health, wellbeing and enrolment of the student at the College, the Applicant agrees to keep the College informed and maintain open communication in regard to all relevant information and issues relating to the student.

# **Document History**

Approved: July 2019 Approved: October 2020