



Plenty Valley Christian College Enrolment Terms and Conditions

1. DEFINITIONS

- 1.1 **“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. For the avoidance of doubt, an “Applicant” includes a Parent or Guardian signing the Enrolment Agreement to enrol a Student and (where required by the College) to signal acceptance of any Enrolment Terms and Conditions as they may be updated during the course of a Student’s enrolment at the College.
- 1.2 **“Enrolment Agreement”** means the Agreement forming part of these Terms and Conditions of Enrolment by which the Applicant agrees to be bound.
- 1.3 **“Conditions of Enrolment”** means these Terms and Conditions of Enrolment including any subsequent amendments made by the College.
- 1.4 **“Enrolment Fee”** means the fee payable at the time of signing the Enrolment Agreement.
- 1.5 **“Student”** means the student named in the Enrolment Agreement, (including students enrolled in the Arrowsmith Program at the College).
- 1.6 **“The Principal”** means the Principal of the College, or the Principal’s authorised representative.
- 1.7 **“The College”** means Plenty Valley Christian College [ABN 87 670 414 115].

2. RESPONSIBILITIES OF THE APPLICANT

- 2.1 The Applicant agrees:
 - (a) to abide by the College’s policies 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;
 - (c) to pay the Enrolment Fee at the time of signing the Enrolment Agreement which they acknowledge is non-refundable in any circumstances;
 - (d) to pay all tuition fees and charges levied by the College by the due dates in accordance with the applicable Schedule of Fees published by the College from time to time;
 - (e) to inform the College of any circumstance which impact on the health, wellbeing and learning capabilities of the Student;

- (f) to inform the College of any circumstance which may impact on the Applicant's ability to pay school fees; and
 - (g) that the Student and the Applicant will comply with all relevant policies and procedures which may be amended from time to time at the College's absolute discretion either orally or in writing.
- 2.2 If the Applicant wishes to withdraw the Student from the College, except in circumstances where the Applicant wishes to withdraw the Student from the College at the end of Year 6, the Applicant must give to the Principal one term's notice in writing signed by each of the persons who signed the Enrolment Agreement (if there is more than one Applicant) or pay to the College the equivalent of one term's fees. If less notice is provided, then one term's tuition fees and charges will be payable by the Applicant.
- 2.3 If the Applicant wishes to withdraw the Student from the College at the end of Year 6, the Applicant must provide two term's notice, otherwise they will be charged two terms tuition fees and charges.
- 2.4 The Enrolment Fee will not be refunded if the Applicant decides to withdraw the student at any time.
- 2.5 The College asks that all Applicants sign and date these Enrolment Terms and Conditions on the last page to signify acceptance of these and other key documents. Alternatively, parents and guardians can sign electronically via EdSmart if directed to do so via the College.

3. ARROWSMITH PROGRAM

- 3.1 The terms and conditions in the Enrolment Agreement are subject to any terms and conditions specific to the Arrowsmith Program.

4. FEES AND CHARGES

- 4.1 Upon accepting the offer of enrolment, the Applicant shall:
- (a) be liable for payment of an Enrolment Fee at the current rate in order to confirm enrolment which is neither refundable nor transferable; and
 - (b) must:
 - (i) pay a holding deposit of 25% of the Annual Tuition Fee, if the Student is enrolled in the Arrowsmith Program. This amount is credited to the family account when exiting the Arrowsmith program; or
 - (ii) pay \$1,000 upfront upon accepting the offer of enrolment. This is credited to the account during term 4 of the same year of commencement, provided the student commenced before end of term 2, otherwise it will be credited to the account in term 4 of the following year for all other students. It will be credited at the latest by 30 November in the applicable year. The Applicant

acknowledges that this amount will not be refunded where one term's notice has not been given.

- 4.2 Where there is more than one Applicant, both persons must sign the Enrolment Agreement unless a parent or guardian provides evidence by way of a court order that he/she is solely responsible for the Student and for payment of the tuition fees and charges levied by the College.
- 4.3 All fees are due and payable in full on the date set out in the applicable Schedule of Fees or the College's Business Terms unless another arrangement has been pre-agreed in writing between the Applicant and the College, for the duration of the student's enrolment at the College.
- 4.4 The College reserves the right to change its fees and charges subject to providing the Applicant with reasonable notice as published on the College's website.
- 4.5 The Applicant is responsible for fees and charges supplied in relation to all excursions and camps, and all other applicable levies (e.g. resource levy), during the enrolment period. The paid amount for excursions and camps will not be refunded in the event that the Student does not attend the camp, excursion or any other extra-curricular activity.
- 4.6 The Student will not be permitted to enter a new term while any part of the fees or charges for the previous billing period remain unpaid, unless approved by the Principal or their authorised delegate.
- 4.7 The College retains the right to terminate a Student's enrolment if fees remain unpaid for a period of one term and an appropriate arrangement has not already been agreed upon by the College.
- 4.8 If the Student is admitted to the College during a term, fees will be charged on a pro rata basis.
- 4.9 No refund of fees paid or waiver of any fees outstanding will be made if the Student is withdrawn from the College during a term, or is absent for any reason.
- 4.10 If the Student enrolment offer is withdrawn at the insistence of the College, the Applicant is liable for all fees and charges to the date of notification of the Student's enrolment at the College being terminated.
- 4.11 The Principal or their authorised delegate is authorised to take such action deemed necessary to recover unpaid fees or charges, including recovery costs.
- 4.12 Any overdue accounts may result in late fees, 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.
- 4.13 The Applicant will indemnify the College for all costs associated with complying with a subpoena in relation to a family law matter.

5. DISCLOSURE

- 5.1 The Applicant acknowledges that the Application for Student Admission 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 Application for Student Admission form.
- 5.2 The Application for Student Admission form forms part of the Enrolment Agreement, and failure to complete the Application for Student Admission form honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- 5.3 The College reserves the right to obtain further information regarding the Student including all academic information, school reports and all medical and other reports regarding the Student, if applicable.

6. DISCIPLINARY ACTION

- 6.1 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.
- 6.2 In signing these Enrolment Terms and Conditions, the Applicant acknowledges that breaches of College policies by the Student, and breaches of the Parent Code of Conduct by the Applicant (or one of them) may lead to suspension of the Student and/or termination of the enrolment of the Student.
- 6.3 Disciplinary action may be implemented against the Student (including suspension, detention 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 or contrary to the College's stated ethos.
- 6.4 If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 6.5 If 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.
- 6.6 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 College's Policies, including the Code of Conduct. Disciplinary action may include termination of the Enrolment Agreement.

7. HEALTH AND MEDICAL TREATMENT

- 7.1 The College will notify the Applicant of any injury or illness the Student may suffer at the College, which warrants staff intervention or a visit to the sick bay.
- 7.2 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 or other relevant 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.

- 7.3 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.
- 7.4 The Student is permitted to access College specialists including the College nurse and College psychologist. The Applicant consents to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations).

8. PERSONAL POSSESSIONS

- 8.1 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.
- 8.2 The Applicant will indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.

9. ATTENDANCE

- 9.1 The Student must attend the College on the dates and between the hours advised by the College. In addition, the Student, and the Applicant if required, must attend and participate in all co-curricular activities including sporting activities, camps, excursions, assemblies, celebrations, student progress meetings, music rehearsals and performances and religious chapel services, which may be held on the weekend or before or after normal College hours.
- 9.2 After holiday periods it is expected that the Student will return to the College on the dates fixed for resuming unless permission is obtained from their Head of School.
- 9.3 The Student is not permitted to leave College at the end of term until the published closing date unless permission is obtained from their Head of School.
- 9.4 It is the responsibility of the Applicant to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 9.5 The Student will not be able to attend 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.
- 9.6 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education.

9.7 In exceptional circumstances, where an Applicant wishes to temporarily remove the Student for periods of longer than one school term, for purposes such as an extended holiday or exchange program, 25% of the terms fees will still be payable for the purposes of holding the Student's place at the College. Any such extended absence from the College must be approved by the Head of School prior. For periods less than one term, the normal fees will still be payable.

10. Termination

10.1 The Enrolment Agreement may be terminated:

- (a) in accordance with the provisions of these Enrolment Terms and Conditions,
- (b) by the College in accordance with the Parent Code of Conduct;
- (c) by the College in accordance with the Student Code of Conduct; or
- (d) as permitted by law.

11. COMMUNICATION & PRIVACY

11.1 The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will abide by such orders.

11.2 The College will be entitled to rely on the information given at the time of enrolment regarding the Student's residence and domestic arrangements more generally. The provision of misleading representation (or a failure to update the College) in relation to the guardianship of the Student may result in the College suspending or terminating the enrolment of the Student. This includes any circumstances where the Student is discovered to be living other than with responsible adults of good character, and situations where minor Students live wholly or partly alone and parents or guardians live elsewhere, including overseas.

11.3 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 and outside 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.

11.4 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.

11.5 In the event the Applicant is not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the College with the Application for Student Admission form.

11.6 The Applicant consents to the College using their personal information and the Student's personal information for the purposes of receiving marketing communication. The Applicant may at any time opt out of receiving any

marketing communication by contacting the College office. There is no charge or penalty for opting out from any marketing communication.

11.7 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.

11.8 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.

12. OUTCOMES

12.1 The College does not warrant that it will achieve any particular outcome (including academic achievement) in respect of the Student.

12.2 In accepting the enrolment of the Student, the College does not warrant the Student will successfully complete his or her schooling at the College.

13. ACCEPTANCE AND ACKNOWLEDGEMENT

I, _____ [complete full name of parent 1],

agree to the terms of the:

- (a) Terms and Conditions of Enrolment;
- (b) Enrolment Policy; and
- (c) Parent Code of Conduct; and
- (d) Fee Collection Policy; and
- (e) Business Terms as published on the College website; and
- (f) Behaviour Management Policy

I acknowledge I have read and understood each of these documents, and that I am bound by their terms, and I will continue to be bound by the Terms and Conditions of Enrolment as they may be amended from time to time and re-published accordingly by the College.

Signature _____

Date _____

I, _____ [complete full name of parent 2],

agree to the terms of the:

- (a) Terms and Conditions of Enrolment; and
- (b) Enrolment Policy; and
- (c) Parent Code of Conduct; and
- (d) Fee Collection Policy; and
- (e) Business Terms as published on the College website; and
- (f) Behaviour Management Policy

I acknowledge I have read and understood each of these documents, and that I am bound by their terms, and I will continue to be bound by the Terms and Conditions of Enrolment as they may be amended from time to time and re-published accordingly by the College.

Signature _____

Date _____