



Enrolment Terms & Conditions

1. INTRODUCTION

- 1.1 This document sets out the Terms and Conditions of Enrolment at the School.
- 1.2 In signing the Enrolment Agreement, the Applicant and the Student agree to these Conditions of Enrolment, and the School's Rules, Policies and Procedures, which may be changed during the period of enrolment at the discretion of the School. The School's Rules, Policies and Procedures do not form part of the Enrolment Agreement, with the exception of the Parent Code of Conduct, the Student Code of Conduct and these Enrolment Terms and Conditions.
- 1.3 The holistic development of the Student remains the priority of the School in carrying out its duty of care to the Student. As such, the School makes no representation or promise regarding any particular academic achievement or level of performance of any Student.

2. EDUCATIONAL SERVICE PROVIDED

- 2.1 The School provides educational services that are within the scope of the School's registration, being:
 - (a) Foundation (also known as Prep) – Year 10 under the Victorian Curriculum (F – 10).
 - (b) Senior secondary courses, which are normally provided in Years 11 – 12, including the Victorian Certificate of Education (VCE), Vocational Education and Training (VET) and Victorian Certificate of Applied Learning (VCAL).
- 2.2 There is also a Kindergarten service at the School. The School uses a proportion of a proportion of the funds raise to support the collaboration of the Early Learning Centre.

3. FEES AND CHARGES

- 3.1 Where there is more than one Applicant, both persons will be jointly and severally liable for the School's Fees and any other charges.
- 3.2 All Fees are due and payable as set out in the School's Fees Policy.
- 3.3 An offer of enrolment must be accepted within the period prescribed in the letter of offer as evidenced by payment of the requested Enrolment Fee. This Enrolment Fee is neither refundable nor transferable.
- 3.4 The Applicant can elect to defer the acceptance of an offer of enrolment; should the Applicant choose to do this the School makes no guarantee that a place will be available for the Student in subsequent years.
- 3.5 The Student's enrolment is not deemed to be complete or confirmed until such time the Applicant enters into a Direct Debit arrangement with the School as per the School's Fees Policy.
- 3.6 The Applicant is responsible for fees and charges as set out in the School's Fees Policy.
- 3.7 The Student's ongoing Enrolment at the School may be terminated if any part of the Fees or charges for the previous year remain unpaid as per the School's Fees Policy.
- 3.8 If the Applicant wishes to withdraw the Student from the School, the Applicant must give to the School one term's written notice signed by each of the persons who signed the Enrolment Agreement. Failure to provide this written notice will result in one term's Fees being charged in lieu of notice.
- 3.9 No refund of Fees paid or waiver of any Fees or fees/charges outstanding will be made if the Student is withdrawn from the School during a term, or is absent for any reason unless, at the sole discretion of the Business Manager:
 - (a) the Student has a prolonged illness which has resulted in absence from the School for over one term, and the Applicant has made a written application to the Business Manager for partial refund of Fees which is accepted by the School.
- 3.10 If the Student is withdrawn at the insistence of the School, the Applicant is liable for all Fees and charges up to the date of notification of the Student's enrolment at the School being terminated.
- 3.11 The Business Manager is authorised to take such action deemed necessary to recover unpaid Fees or charges, including recovery and legal costs.
- 3.12 Any overdue accounts may result in late fees, suspension of enrolment, the exclusion of the Student from certain activities such as overseas trips, the permanent exclusion from the School and recovery of monies outstanding via legal action which shall involve both payment of the unpaid Fees and the charges and costs of recovery being the responsibility of the Applicant.

4. DISCLOSURE

- 4.1 The Applicant acknowledges that all documentation provided to the School during the Enrolment process must be completed honestly and correctly, and that the Applicant must make full disclosure in response to any and all matters and/or questions raised during the Enrolment process.
- 4.2 Failure to complete any Enrolment documentation honestly and correctly, or failure to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the School.
- 4.3 The School reserves the right to obtain further information regarding the Student. This may include, but is not limited to, further academic information, school reports, information about the Student's living arrangements and all medical and other reports regarding the Student. The Applicant agrees to continue to provide all further information relevant to the Student's enrolment on an ongoing basis to the School.

5. DISCIPLINE

- 5.1 The School reserves the right to discipline the Student. This includes discipline for behaviour outside of school hours where the behaviour may directly affect other students or staff, or their behaviour may lead to actual or potential damage to the reputation or property of the School.
- 5.2 Disciplinary action may be taken against the Student. This may include internal or external suspension, detention or expulsion from the School, if in the opinion of the Principal, the Student is found to have breached the School's Rules, Procedures or Policies, including but not limited to the Student Code of Conduct, or is found to have engaged in behaviour detrimental to the School, its staff or students.
- 5.3 If the Principal suspends the Student either internally or externally, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 5.4 If externally suspended, the Student must not enter any of the School grounds for any purpose during the period of suspension without the express permission of the Principal, and the Student shall be the sole responsibility of the Applicant during such period.
- 5.5 The Applicant is expected to support the aims, objectives, ethos, policies and procedures, rules and discipline of the School, and in particular the Parent Code of Conduct. Disciplinary action may be implemented against the Student and/or Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct. Disciplinary action may include, but is not limited to, detention, suspension, or termination of enrolment.

6. HEALTH AND MEDICAL TREATMENT

- 6.1 The School will notify the Applicant of any injury or illness the Student may suffer at the School, requiring extensive treatment or an extended stay in School sick bay.
- 6.2 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will notify the School and provide any relevant medical information or reports in a timely manner. The School reserves the right to assess and determine its ability to provide ongoing education to a Student in light of this information, and reserves the right to require the Applicant to provide the School with further information, or may require the Applicant to withdraw the Student for a period of time reasonably required for the Student to undergo medical treatment.
- 6.3 In the event the Student is involved in a medical emergency, which warrants the assistance of medical professionals, the School can take action as it considers necessary in the best interests of the Student. For all other medical incidents that do not require instant assistance, where the Applicant or nominated contact person cannot be reached, the School can also take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the School for the cost of any such treatment or action taken.
- 6.4 The Student is permitted to access the School's support services including the School first aid officer or nurse, chaplain, psychologist and counsellor. The Applicant consents to those services being provided to the Student and understands that there is confidentiality between the Student and support service (if this is deemed to be appropriate in accordance with their obligations).

7. PERSONAL POSSESSIONS

- 7.1 It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices including laptops and mobile phones, and clothing, and the School is not liable for any loss or damage to this property.
- 7.2 The Applicant will indemnify the School for any loss or damage to school property arising from the use or possession of such property by the Student. This means, should the Student damage any school property, the Applicant would be expected to pay for the repair or replacement of the property damaged by the Student.

8. ATTENDANCE

- 8.1 The Student must attend the School, on the dates, and between the hours, advised by the School. In addition, the Student, and the Applicant if required, should attend and participate in all co-curricular activities including religious services, camps, excursions, music rehearsals and performances, inter-school activities and public and community events, which may be held on the weekend or before or after normal School hours.
- 8.2 After holiday periods it is expected that the Student will return to the School on the dates fixed for resuming unless permission is obtained from the Principal.
- 8.3 The Student is not permitted to leave the School at the end of term until the published closing date unless permission is first obtained.
- 8.4 It is the responsibility of the Applicant to advise the School as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 8.5 The Student will not be able to attend the School 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.
- 8.6 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the Student may develop holistically.

9. TERMINATION

- 9.1 The Enrolment Agreement may be terminated:
 - (a) in accordance with the provisions of these Enrolment Terms and Conditions,
 - (b) in accordance with the Parent Code of Conduct;
 - (c) in accordance with the Student Code of Conduct; or
 - (d) as permitted by law.

10. COMMUNICATION & PRIVACY

- 10.1 The Applicant is required to provide copies of all existing final/sealed court orders or parenting orders at the time of enrolment and that may arise during the period of enrolment. The School will abide by such orders to the extent that they bind the School.
- 10.2 The provision of misleading representation in relation to the guardianship of, or living arrangements of the Student may result in the School suspending or terminating the enrolment of the Student, including where the School is not satisfied that a responsible adult of good character is providing adequate supervision and care for a student.
- 10.3 In the event that the Applicants are not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the School during the Enrolment process.
- 10.4 In order to ensure the ongoing health, wellbeing and enrolment of the Student at the School, the Applicant agrees to keep the School informed and maintain open communication in regard to all relevant information and issues relating to the Student.
- 10.5 From time to time the School may capture photographs and/or audio/visual recordings of the Student while enrolled at the School. The School can access and use any photographic data and/or audio visual recordings held with respect to School families for official School records and School promotional materials. The Applicant consents to such use and disclosure of the Student's photographs and/or audio/visual recordings unless such consent is expressly withdrawn via written notification to the School's Registrar.
- 10.6 The School 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. The School's Privacy Policy is available on the School's website.
- 10.7 The Applicant consents to the School using their personal information and the Student's personal information for the purposes of receiving marketing communication in accordance with the Privacy Policy of the School.
- 10.8 All information pertaining to the Student and the School will be provided to the Applicant in accordance with the Privacy Policy, which is available on the School's website.

11. DEFINITIONS

- 11.1 **“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.
- 11.2 **“School”** means Belgrave Heights Christian School.
- 11.3 **“Conditions of Enrolment”** means these Terms and Conditions of Enrolment including any subsequent amendments made by the School.
- 11.4 **“Enrolment Agreement”** means the Agreement comprised of these Terms and Conditions of Enrolment, Parent Code of Conduct, Student Code of Conduct and School policies by which the Applicant agrees to be bound.
- 11.5 **“Fees”** means tuition fees, levies and charges.
- 11.6 **“Enrolment Fee”** means the fixed amount payable at the time of enrolment of the Student which is non-refundable.
- 11.7 **“Principal”** means the Principal of the School, or the Principal’s authorised representative.
- 11.8 **“Business Manager”** means the Business Manager of the School or the Business Manager’s authorised representative.
- 11.9 **“Student”** means the student named in the Enrolment Agreement.