SCOTS ALL SAINTS COLLEGE



ENROLMENT CONDITIONS

1. DEFINITION

a) **College** means Scots All Saints College ABN 19 959 277 996.

b) **Enrolment Application** means the completed form for a Student seeking to secure a place at the College.

c) **Enrolment Fee** means the fee payable on the Parents' acceptance of a place offered to the Student, necessary to secure the Student's place at the College.

d) **Fee Schedule** means the schedule containing fees charged by the College for particular services including boarding and / or tuition, as updated from time to time.

e) **Head of College** means the Head of College at Scots All Saints College or the Head of College's authorized representative.

f) **Head of School** means the contact or contacts nominated by the College from time to time for each of the Junior School (Preparatory - Year 6) and Senior School (Year 7 – Year 12)

g) **Parents** means persons who have legal responsibility for the student (including legal guardianship), and persons who have responsibility for payment of fees and charges and are a party to the Enrolment Agreement. Where there is only one Parent, 'Parents' is deemed to mean that one Parent.

h) **Student** means the student named in the Enrolment Application.

2. FEES

a) When an offer of enrolment is made by the College in accordance with the Enrolment Policy, the Parents must pay the Enrolment Fee to confirm their acceptance of the offered place. If the Enrolment Fee is not paid by the due date, the offer of the place lapses.

b) Parents must pay to the College all fees for tuition, boarding, TAFE or other external subjects, excursions, camps and the supply of goods and services to the student as determined by the College and as published in the Fee Schedule, activity notices, or other applicable notice issued to Parents. By accepting a position at the College, Parents agree that the College may charge an administration charge of 3% of the outstanding balance to accounts not paid by the due date.

c) The College may refuse entry to, or suspend or terminate the enrolment of, or terminate or vary the terms of any bursary or scholarship arrangement of the Student if Parents fail to pay any fees by the due date.

d) One whole term's notice in writing must be given to the Head of College before the Student is withdrawn or their status changed from boarder to day student. If this notice is not given, the Parents must pay the following full term's fees. The Parents accept that this amount is a reasonable pre - estimate of the loss suffered by the College of a late change in enrolment or status.

e) No refund or reduction of fees, either in whole or in part, will be made if the Student is absent due to illness, leave, suspension, or expulsion.

f) Parents authorise the College to incur expenditure on their behalf such as purchases of books, stationery, cocurricular activities, and equipment where necessary. The Parents agree to reimburse the College for such expenditure.

g) Parents agree to pay all reasonable expenses, costs or disbursements incurred by the College in recovering any outstanding monies, including debt collection fees and solicitors' costs.

h) The Enrolment Fee is non-transferable to another Student and non-refundable, irrespective of whether the Student commences at the College or not. The Enrolment Fee is not credited towards tuition or other costs.

i) Parents obligations are joint and several and may only be terminated after the end of three months' notice, in writing, to the Head of College, of a Parent's desire to be released from such obligations.

3. EXPECTATIONS

a) Parents agree that their acceptance of the College's offer of a place for the Student implies that the student will complete their schooling at the College through to the end of Year 12 (including sitting the HSC or any recognised exit credential examinations) unless unforeseen circumstances arise.

b) Parents acknowledge that the College is a work of the Presbyterian Church of Australia in NSW and it follows the traditions of Presbyterian Education. Students will undertake a Christian Studies subject each year and attendance at designated Chapel worship is required.

c) Parents agree to support the values and to abide by the standards and expectations of the College as set out in the appropriate publications including the College Student Diary, Student Handbooks, and Student Behaviour Management Policy, as updated from time to time. Parents agree that the Student must do the same and they will encourage the Student in this. Parents will have noted the College's requirements in relation to behaviour, home study, uniform, attendance and leave, and agree to support the College's disciplinary procedures for breaches of the College's requirements.

d) Parents acknowledge the Student uniform requirements of the College and agree to support and enforce the Student wearing the correct College uniform.

e) The College may determine which particular courses and activities are offered at any time and which of these courses and activities are compulsory. All Students must participate in or attend the following activities, as determined by the Head of College:

(i) Chapel services and assemblies;

(ii) important College events such as athletics and swimming carnivals, Open Days, Celebration Day and other events as required by the Head of College, from time to time;

(iii) various camps and excursions that occur from time to time as an integral part of the College curriculum and student pastoral care and wellbeing program; and

(iv) sitting Year 12 HSC or recognised exit credential examinations even if an early offer has been made by a tertiary institution.

f) Requests for leave from the College activities, including academic and co-curricular programs, and for early departure at the end of a day or term or late return from breaks are considered only in the most extreme cases and must be applied for in writing to the Head of School.

g) Parents understand that the College expects and encourages them to be actively involved in the College and the Student's education, including through:

(i) attendance at parent-teacher interviews and parent forums;

(ii) participation in courses offered by the College relevant to the Student's education; and

(iii) (assistance to the College in a voluntary capacity at events such as Open Days, from time to time.

h) Parents acknowledge that the student is expected to complete Year 12, which includes the sitting of the HSC or any recognised exit credential examinations, and if the student does not do so, full payment of relevant fees is still required.

4. BEHAVIOURS AND DISCIPLINE

a) Parents agree to behave in such a manner that the image of the College is not brought into disrepute and to at all times treat the College's employees, representatives, parents and students with respect and consideration. Parents must also comply with any Parent Code of Conduct that the College may publish, and as amended from time to time.

b) If the Head of College, or their delegate, considers that the Student is guilty of a breach of the standards and expectations of the College or has otherwise engaged in conduct which is prejudicial to the College or its students or staff, Parents will accept that the Head of College, or their delegate, may exercise the right to discipline the Student affording the student procedural fairness in particular for

matters involving suspension, exclusion, or expulsion.

c) The College may terminate the Student's enrolment by written notice to the Parents where, in the reasonable opinion of the Head of College, but subject to affording the Student procedural fairness for disciplinary issues, there has been:

(i) a breakdown of the mutually beneficial relationship of trust and co-operation between Parents and the College to the extent it is adversely impacting the Student or other students;

(ii) a serious breach or repeated breaches by Parents or the Student of the College rules, policies or these Enrolment Terms;

(iii) serious or repeated behaviour by the Student or Parents which adversely affects the order, wellbeing or reputation of the College, its students, workers or the College community;

(iv) criminal behaviour by the Student or Parents;

(v) a serious failure or repeated failures of the Student to follow the direction of the College staff;

(vi) extended or repeated unauthorised absence of the Student;

(vii) non payment or protracted delay in payment of fees and charges; or

(viii) a failure by the Student to meet the requirements of the New South Wales Education Standards Authority (NESA) or the Student has otherwise failed to make satisfactory progress in their academic work.

d) On termination of the Student's enrolment, in accordance with regulatory requirements, Parents must advise the College of the name of the school to which the Student is being transferred.

5. BOARDING STUDENTS

a) Where the Student is a boarder, it is expected that they will remain a boarder until completing Year 12 unless unforeseen circumstances arise. Parents acknowledge that any request for a change to day student status must be in writing and that approval is at the Head of College's discretion.

b) Acceptance of the enrolment offer as a boarder indicates agreement to your child's participating in the College's worship and Christian education programs.

c) Boarders are to abide by those rules governing boarding, including leave provisions, as set out in the Boarding Handbook published by the College and as updated from time to time.

6. INTERNATIONAL STUDENTS

a) Where parents do not reside in Australia, they will appoint a suitable adult resident in reasonable proximity to the College's campus to act as a guardian for the Student.

b) The guardian must:

(i) be at least 25 years old;

(ii) speak English;

(iii) be contactable by the College;

(iv) be able to give support to the College in meeting the needs of the student;

(v) attend enrolment interviews, parent-teacher interviews and other contacts at the College's request;

(vi) exercise a duty of care to the Student when they are on leave with them; and

(vii) liaise with Parents, the Head of School, and the Director of Boarding where appropriate, to ensure the student's welfare.

c) Where the Student is a full fee paying international Student, the following fees must be paid:

(i) one term tuition and one term boarding fees in advance and by the due date;

(ii) the government surcharge which applies to all international Students each term;

(iii) the cost of private health cover for the duration of the enrolment, in advance, in compliance with government visa requirements.

d) Annual term dates are published on the website and it is the College's expectation that all travel arrangements are made in accordance with the commencement and end of each term. Requests for late return or early departure may only be considered in the most extreme circumstances.

e) Requests for late or early departure based on travel ticket purchases will not be granted.

7. DIVORCED AND SEPARATED FAMILIES

a) In the case of all families including divorced or separated families, it is the College's expectation and requirement that prior to contacting the College, Parents are in agreement regarding all matters pertaining to the enrolment of the Student.

b) Where Parents are not living together, the College may communicate with either Parent (regardless of financial responsibility) unless Court Orders are provided that specify otherwise. For avoidance of doubt, the College is not required to communicate with a Parent if the Head of College or nominee believes that communicating with the parent may put the Student at risk or harm.

c) An account for the full amount will be sent to each Parent requiring the account be paid in full. No split accounts or part payment of fees will be accepted by the College unless by prior arrangement for exceptional cases.

d) Parents agree to provide the College with all current Family Court or other Court Orders or parenting plans involving the Student and notify the College as soon as possible of any changes, including providing a copy of new Orders or plans.

8. MEDICAL AND LEGAL

a) Parents agree that in the event Parents have failed to disclose or have not fully disclosed any material matter, either in the Enrolment Application or subsequently, the College may terminate the enrolment without notice.

b) It is the Parents' responsibility, to provide full and up to date medical information about the Student using the methods provided by the College.

c) The Parents acknowledge that if a requested medical information or consent form is not provided in a timely manner, the Student may be excluded from the relevant activity or excursion.

d) It is the Parents' responsibility to keep the College informed of all changes of Parents' contact details, including telephone, mobile phone, email, postal address and residential address.

e) If the Student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) or transportation by ambulance and if the Parents are not readily available to authorise such treatment, the Parents hereby authorise the Head of College or, in their absence, a responsible member of the College staff, to give the necessary authority for such treatment, or transportation. Parents agree to pay all medical and ambulance expenses incurred on behalf of the Student.

f) It is the Parent's responsibility to fully disclose any special needs (including but not limited to any medical, physical, learning or psychological needs) which the Student has. Where any disclosed special needs change or where any special needs arise, Parents agree to notify the College immediately. Parents agree that in the event they have failed to disclose or have not fully disclosed any material matter, either in the Enrolment Application form or subsequently, the College may immediately terminate the Student's enrolment.

g) The College seeks to maintain an environment that is safe for all students and in which learning can take

place. To that end the College staff members may search the Student's bag, locker, electronic devices, dormitory or other possessions and carry out surveillance and monitoring including electronic devices and networks.

h) The College may from time to time collect personal information about parents and Students as necessary for the College's function or activities. The parents authorise the College to use and disclose information in such a manner as the Head of College may deem appropriate for the purposes of the Student's education, health, care, welfare or development.

9. GENERAL

a) Students are responsible for their personal belongings and the College will not be liable for any loss or damage to those belongings.

b) From time to time the College may wish to include photographs or audio / visual of the Student captured with or without their name in print and online for distribution within the College community, on its external website, or other external publications. Parents and the Student consents to such use and disclosure of the Student's photographs or audio / visual unless such consent is expressly withdrawn via written notification to the College.

c) Parents agree that the College may change these Enrolment Terms from time to time, provided that reasonable notice is given and that the new Enrolment Terms take effect from the beginning of the calendar year.