



## **Conditions of Enrolment**

### **1 Purpose of these Conditions of Enrolment**

- 1.1 These Conditions of Enrolment set out the terms upon which a child is enrolled as a student at Scotch Oakburn College.

### **2 Acceptance of Enrolment**

- 2.1 Each parent or guardian (referred to in this document as a '**parent**' for convenience) who accepts the College's offer to enrol a child, also agrees to the terms in these Conditions of Enrolment in relation to the enrolled child.
- 2.2 Each parent must agree to the terms in these Conditions of Enrolment, unless the College accepts otherwise. The College may request evidence from a parent in support of this prior to accepting an enrolment by only one parent.
- 2.3 These Conditions of Enrolment remain in force for the duration of the child's enrolment, unless the parent enrolls another child at the College (in which case the Conditions of Enrolment in place at the time of the latest enrolment will apply in relation to each of the parent's enrolled students).

### **3 Responsibilities of the College**

- 3.1 The College will provide education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by the College from time to time at its absolute discretion.

### **4 Support for the College**

- 4.1 Each parent:

- (a) agrees to cooperate fully with the College to promote the child's education, including by involving themselves in the life of the College and being responsive to the College's concerns; and
- (b) agrees to ensure the child and the child's parents familiarise themselves and comply with the College's codes of conduct, directions, policies, procedures, rules and values as published and amended by the College from time to time at its absolute discretion.

- 4.2 The child is required to:

- (a) uphold the College's values;
- (b) be well-groomed, wear the school uniform at all times, and comply with the College's appearance standards;
- (c) arrive at school on time, attend all classes and be prepared for study;
- (d) complete assessments and exams, and perform homework, when asked to do so;
- (e) attend school-related activities, camps, excursions, events and retreats;

- (f) participate fully in all aspects of the life and programs of the College;
- (g) not leave the College grounds during school hours, without the permission of the Principal or the Principal's delegate;
- (h) not possess, use, distribute or sell illegal or illicit substances (including tobacco, drugs or alcohol, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances, whilst on school grounds or participating in College-related activities; and
- (i) be familiar and complies with the College's codes of conduct, directions, policies, procedures, rules and values as published and amended by the College from time to time at its absolute discretion.

## 5 School Fees

5.1 The College publishes in advance of each school year fee schedules setting out:

- (a) all tuition fees and course levies, and other charges and levies, imposed by the College for that school year (collectively, the **School Fees**) in relation to a student's enrolment at the College, or in relation to certain activities and programs;
- (b) due dates for payment (which may be in advance or arrears); and
- (c) other relevant matters (including in relation to consequences for non-payment).

5.2 The terms of each fee schedule are at the College's absolute discretion, and subject to change. However, the College will not vary those terms retrospectively.

5.3 Unless otherwise agreed in writing with the Principal or the Business Manager, each parent agrees:

- (a) to be jointly and severally liable for the payment of all School Fees imposed by the College during the child's enrolment;

*Note - Each parent must agree to be jointly and severally liable, unless the College accepts a Change of Financial Responsibility Form (a copy of which is available from the Registrar or Business Manager). The College may request evidence from a parent in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability.*

- (b) to pay all School Fees imposed by the College by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the child's enrolment;
- (c) any School Fees not paid within 28 days of the due date set out in the relevant fee schedule shall be subject to the addition of compound interest, at the current rate of interest charged by the bankers for the College on overdrawn accounts plus 2%, calculated daily; and
- (d) that School Fees imposed by the College are payable during any period in which the child is enrolled and absent from the College.

5.4 The College's fee schedule are not an exhaustive list of fees, charges and levies that apply during the child's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. co-curricular activities), or for goods which the child or parents purchase via the College (e.g. textbooks), and written details of these will be communicated

to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.

5.5 The College operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments if it is to deliver a quality education for students. The College may in its absolute discretion refuse the child's participation in co-curricular activities, events and excursions, suspend and/or terminate the child's enrolment, and/or commence debt recovery action in the event that any School Fees (or any other fees, charges and levies) imposed by the College are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment.

5.6 Each parent agrees to jointly and severally indemnify the College for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by the College.

## **6 Termination of Enrolment**

6.1 To withdraw a child's enrolment, the child's parents must give at least a full school term's written notice to the College. This means that the College must receive notice in writing from one of the child's parents by no later than:

- (a) where the child has not commenced enrolment: on the first day of the school term immediately prior to the term where the enrolment was scheduled to commence;
- (b) where the child will leave on the last day of a school term: the first day of that term;
- (c) where the child will leave prior to the commencement of or during a term: the first day of the previous school term.

6.2 The College expects that students enrolled in the Early Learning Centre will continue to Prep. Accordingly, Early Learning Centre parents must also give at least four weeks' written notice of their child's withdrawal.

6.3 If notice is not given in accordance with this clause 6, the withdrawn child's parents each agree to jointly and severally pay to the College in lieu of such notice the full amount of School Fees (and any other fees, charges and levies) imposed by the College for the period up to the end of the full school term following the child not commencing or ceasing enrolment with the College.

6.4 The College may terminate the child's enrolment (with or without notice) where in the Principal's (or in relation to paragraph (a) below, the Business Manager's) reasonable opinion:

- (a) a parent has breached these Conditions of Enrolment, including by failing to pay School Fees (or any other fees, charges and levies) imposed by the College by the due date, or in accordance with the payment terms, which apply during the child's enrolment.
- (b) the child has acted inconsistently with the College's expectations as set out in its codes of conduct, policies, procedures, rules or values, or has breached a direction of the College;
- (c) the College is not satisfied it can meet the needs of the child; or
- (d) the College is not satisfied that there remains sufficient trust and confidence between the College and the child's family for an effective enrolment relationship.

6.5 All outstanding School Fees (and any other fees, charges and levies) imposed by the College, and any fees, charges and levies which have not yet fallen due, are payable immediately on the child's last day of enrolment.

- 6.6 In the event of suspension or termination of enrolment under these Conditions of Enrolment, there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by the College.

## **7 Change of Details**

- 7.1 Each parent must immediately inform the College of any change in the child's or a parent's postal address, email address, telephone numbers, and/or family circumstances.
- 7.2 Parents must notify the College immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the College (or which the College may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).

## **8 Communication, Instructions and Emergencies**

- 8.1 Parents acknowledge that the College reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety and welfare, having regard to what the College considers, in its reasonable opinion, to be the best interests of the child.
- 8.2 Despite clause 8.1, any notice given by the College to any one of the child's parents will be deemed to be given to all parents. Notice can be given by email, hand, prepaid post, in the College newsletter, on the College website, or via the child (eg a note in the student diary).
- 8.3 Similarly, should the College require instruction, authority or direction on any issue concerning the child then the College may act upon the instruction, authority or direction of any one of the child's parents and having regard to what the College considers, in its reasonable opinion, to be the best interests of the child.
- 8.4 In the event of any medical or other emergency arising in respect of the child then, should the College consider it impracticable to communicate with the child's parents, each parent authorises the College to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parents agree to jointly and severally indemnify the College in respect of any reasonable costs and expenses which the College incurs as a result of the College taking action pursuant to this clause.

## **9 Information/Special Needs**

- 9.1 The College is an inclusive school, and will comply with its statutory obligations regarding special needs. Special needs include allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements and needs of a medical, psychological, health or dietary nature.
- 9.2 Each parent must inform the College of all special needs the child has which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare or others). If a parent fails to inform the College of any special needs in relation to the child then the College, in its absolute discretion, may refuse to proceed with enrolment of the child (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under these Conditions of Enrolment).
- 9.3 Each parent agrees that they will immediately inform the College should their child develop special needs, or should the special needs of the child change, either before or during the child's enrolment at the College.

9.4 Where a parent promptly informs the College of their child's special needs, or where a child's special needs develop or change, then the College will discuss those special needs with the child's parents as it considers appropriate. If subsequently the College considers, in its reasonable opinion and subject to its legal obligations, that the College cannot meet the special needs of the child then:

- (a) the College may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
- (b) the child's parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).

## **10 Discipline**

10.1 The College's codes of conduct, directions, policies, procedures, rules and values apply to conduct of the child both inside and outside the College, and whether or not the conduct is connected to College activities.

10.2 The College is responsible for determining when conduct of the child warrants discipline and may apply such discipline (including suspension and expulsion) as the College, in its absolute discretion, considers appropriate having regard to the child's conduct and the College's codes of conduct, directions, policies, procedures, rules and values.

10.3 The College also reserves the right to suspend a child's education whilst investigating a potential breach of the College's codes of conduct, directions, policies, procedures, rules or values.

## **11 Loss of Property and Insurance**

11.1 Students must care for the property of others including the College's buildings, furniture and equipment. Each parent agrees to be financially responsible for any property damage caused by their child at the College or while participating in College-related activities.

11.2 It is impossible for the College to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the College or to College-related activities is at the sole risk of the child and their parents. The College accepts no liability for loss or damage to personal property of the child, however that may occur, and the College has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.

11.3 The College does not insure the personal property of the child or their parents which is brought to the College or to College-related activities. It is the responsibility of the child's parents to arrange such insurance as they consider appropriate.

11.4 Although the College may have limited personal accident insurance in respect of its students, each child's parents should arrange such personal accident insurance as they consider appropriate.

11.5 From time to time, the College may provide bag areas, lockers and work areas for the child's use. These areas remain the property of the College, and are provided with the understanding the College has the right to access such property at any time it deems necessary.

## **12 GST**

12.1 Where possible the School Fees (and any other fees, charges and levies) imposed by the College will be quoted on a GST inclusive basis. If GST becomes payable in respect of any part of any fees, charges

and levies imposed by the College then the College reserves the right to increase those fees, charges and levies at any time.

### **13 Personal Information**

13.1 The College handles personal information in accordance with its privacy policy, as published and amended by the College from time to time. Each parent agrees that they have read and understood the privacy policy.

13.2 Each parent acknowledges, unless otherwise advised in writing, that:

- (a) their child may be photographed or recorded at College or while participating in College-related activities;
- (b) they authorise the College to photograph or record their child (and the parent when attending College-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (eg drama and music), magazines and newsletters, official posts on the school website or social media pages, and any websites on which a school event is broadcast or live streamed); and
- (c) even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded College-related activity or event).

### **14 Circumstances outside the College's control**

14.1 Where a school campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic or other outbreak of illness, the College may require the child to attend an alternative campus or facility, or participate in online learning. The inability of the College to provide the child with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of the College.

14.2 The College is otherwise not liable to parents for any failure to perform an obligation under these Conditions of Enrolment, provided that the College has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which is beyond the reasonable control of the College which makes performance of that obligation impossible (eg. act of god, pandemic, natural disaster, act of terrorism).

### **15 General**

15.1 Please note that while compliance by the child and their parents with these is required, the College's codes of conduct, directions, policies, procedures, rules and values do not form part of these Conditions of Enrolment.

15.2 These Conditions of Enrolment will be governed by the laws in force in the State of Tasmania.

Date approved by the Principal: February 2022

Commencement date: February 2022