



KINROSS WOLAROI  
— SCHOOL —

# Terms & Conditions

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# ENROLMENT TERMS AND CONDITIONS

Students are enrolled at the School on the terms and conditions set out below.

## 1. ENROLMENT

- 1.1 An offer of enrolment must be accepted by both Caregivers where appropriate unless the School agrees to waive this requirement. Upon acceptance all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- 1.2 The application and acceptance of the offer must be accompanied by the following fee payments:
  - (a) \$250 non-refundable application fee
  - (b) \$1,500 non-refundable enrolment confirmation fee to be paid at the time a formal offer of enrolment is accepted
- 1.3 An offer of enrolment is for commencement in a particular year. To defer an accepted offer of enrolment at the School, prior to commencement:
  - (a) the enrolment will be cancelled and the enrolment fee for this place will not be refunded;
  - (b) the Caregivers will be required to pay a further enrolment fee in respect of the deferred entry year and the Student will be placed on the wait list for the deferred entry year; and
  - (c) the Student's wait list date will be the date of the deferment.
- 1.4 For Kindergarten students, the enrolment may be deferred to Kindergarten entry in the following year where the decision is based on the developmental needs of the student. In this case, Clause 1.3(a) and 1.3(b) do not apply.

## 2. CONDITIONAL ENROLMENT

- 2.1 All enrolments are conditional upon the School being satisfied in its discretion that the Student's needs can be met by the School. The School may cancel the enrolment if it determines prior to the start of the enrolment that the Student's needs cannot be met.
- 2.2 The School may require the Caregivers to provide reports and assessments necessary to determine the particular needs of the Student.
- 2.3 Competence in English is a prerequisite for enrolment. If the School considers that the English language capabilities of the Student are not sufficient it may require the Student to undergo an intensive English language course. If the required language level is not reached the School may decide that the enrolment should be cancelled.

## 3. PROGRESS OF STUDENT

- 3.1 If the School considers that the progress of a Student is unsatisfactory and that it can no longer meet the Student's needs, it may cancel the enrolment of the Student by giving not less than one term's notice.

## 4. FEES AND CHARGES

- 4.1 Caregivers must pay:
  - (a) all applicable fees and charges in accordance with the schedule of fees for the relevant year; and
  - (b) payment of fees for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the student as selected by the Caregivers or determined by the School from time to time as invoiced by the School.
- 4.2 The School's fees and charges are determined by the School Council, revised regularly and are usually increased each year. Such increases may be in excess of changes in the Consumer Price Index. Towards the end of each year the School issues the Schedule of Fees for the following year. Where possible, the School will give not less than one (1) term's notice of any change to the Schedule of Fees.

- 4.3 Caregivers must pay or reimburse the School for:
  - (a) any incidental expenditure incurred by the School on behalf of the Student from time to time including for items such as books, excursions, educational programs, stationery and equipment; and
  - (b) all medical and ambulance expenses incurred by the School on behalf of the Student.
- 4.4 The School may also incur expenditure for the Student's needs on behalf of caregivers as it reasonably considers necessary, which may be added to the parent/carer(s)'s school account.
- 4.5 Caregivers are to pay all fees and charges when due. Caregivers are jointly and severally responsible for the payment of all fees and charges.
- 4.6 If Caregivers fail to pay an account for fees and charges within 30 days of the due date, they will be liable to pay a default charge which reflects the administrative and financial cost to the School in collecting the outstanding fees and charges. The default charge is calculated at the rate specified in the Fees Schedule on the balance owing from the due date until the balance owing is paid in full.
- 4.7 If an account for fees and charges is not paid in full within 60 days from its due date the School may:
  - (a) suspend the Student's enrolment until a satisfactory arrangement for payment is made; and/or
  - (b) terminate or cancel the Student's enrolment.
- 4.8 The School may take all actions it considers appropriate to collect amounts owed to the School.
- 4.9 The Caregivers agree to reimburse the School for all liability, loss, costs and expenses (including, without limitation, legal fees and debt recovery agents) in connection with any failure to pay the fees and charges.

## 5. STUDENT'S OBLIGATIONS

Students are required to have high standards of behaviour and:

- (a) abide by the Student Code of Conduct and any other School policies or rules as they apply from time to time;
- (b) behave courteously and considerately to each other and to staff at all times;
- (c) not do anything which may adversely affect the reputation of the School, including in print and electronic media;
- (d) support the goals and values of the School;
- (e) attend and, as required participate in:
  - (i) assemblies;
  - (ii) the School sports program;
  - (iii) important School events as determined by the Principal; and
  - (iv) camps and excursions that are integral to the curriculum;
- (f) wear the School uniform as prescribed and follow standards of appearance in accordance with the School guidelines and the expectation of the School community; and
- (g) attend the School during School hours, except in the case of sickness or where leave not to attend has been given.

## 6. CAREGIVERS' OBLIGATIONS

### Caregivers:

- (a) are required to assist and require the Student to comply with the above requirements of students;
- (b) must support the goals, values and activities of the School;
- (c) must read the Weekly Bulletin and any other specific communication or portal/website the School notifies the Caregivers that they must regularly review;
- (d) must accept and abide by the requirements and directions of the School Council and the Principal relating to the Student or students generally and not interfere in any way with the conduct, management and administration of the School;
- (e) while on the School premises, or attending School activities elsewhere, must comply with School procedures, the requests of staff, and with any applicable code of conduct of the School or any sporting association of which the School is a member, and encourage others attending in relation to the Student to do the same;
- (f) are to comply with the procedures specified by the School and the directions of staff in relation to picking up and dropping the Student at or near the School;
- (g) must advise the School in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Form (including any change to the person to whom accounts are to be sent), within one (1) month of such change;
- (h) are to use their reasonable endeavours to attend parent teacher interviews and parent forums;
- (i) must communicate with students, parents/guardians, visitors and staff members in a courteous and considerate manner, and follow the communication guidelines laid down by the School from time to time;
- (j) must comply with the Parent/Guardian Code of Conduct;
- (k) must ensure the Student has each item of official required uniform, clean and in good repair, and all other requirements such as textbooks and stationery;
- (l) must not use social media to denigrate the School, staff, students or other members of the School community.

## 7. ABSENCE, WITHDRAWAL AND EXCLUSION

### Absence

- 7.1 No remission of fees and charges either in whole or in part will be made where a Student is absent due to illness or leave.
- 7.2 Requests for leave from School activities, including academic and co-curricular programs, and for early departure at the end of a day or term and/or late return from breaks are, in general, permitted only in exceptional cases, and application must be made in writing to the Principal.

### Withdrawal

- 7.3 Subject to clause 7.4, Caregivers must give at least one full term's notice in writing to expire at the end of a term to the Principal to terminate the Student's enrolment. Notice must be received by the School no later than the last day of the preceding term. For example, where it is intended that a Student's enrolment will terminate at the end of Term 3, written notice must have been received at the School no later than the last day of Term 2.
- 7.4 If the School does not give at least one term's notice of an increase in the fees payable by the Caregivers, the Caregivers may withdraw the Student from the end of the term in which the notice of the fee increase was given, provided notice of the withdrawal is given to the School within 14 days of the date on which the notice of the fee increase was given.
- 7.5 If Caregivers do not give the required notice of termination of the Student's enrolment, they must pay to the School one term's fees (tuition and boarding if applicable), plus GST as applicable.

### Suspension and termination of enrolment

- 7.6 The School may suspend or terminate the enrolment of a Student, either temporarily or permanently at any time for reasons which may include, but are not limited to:
  - (a) a breach by the Student of the Student Code of Conduct or

the School's rules or policies in place from time to time;

- (b) where a Caregiver has breached these Conditions of Enrolment or the Parent/Guardian Code of Conduct in place from time to time;
- (c) where the Principal or School Council believes that a mutually beneficial relationship of co-operation and trust between the School and a Caregiver has broken down to the extent that it adversely impacts on that relationship; or
- (d) where the Student or a Caregiver has otherwise engaged in conduct which is prejudicial to the School, or the well-being of its students or staff.

- 7.7 Before the School exercises its power to terminate the enrolment of a Student, it will provide the Student and Caregivers with details of the conduct which may result in a decision to terminate the enrolment of the Student and provide them with a reasonable opportunity to respond.
- 7.8 The School may terminate the enrolment of the Student without notice if, either before or after the commencement of enrolment, the School finds the relevant particulars of the special needs of the Student have not been provided to the School or the particulars provided are materially incorrect or misleading.
- 7.9 No remission of fees and charges either in whole or in part will be made where the enrolment of a Student is suspended or terminated.

## 8. COURSES AND ACTIVITIES

- 8.1 The School determines the educational and other programs and activities at the School from time to time, and the method of delivery of those programs and activities, at its absolute discretion.
- 8.2 The School may change its programs and activities and the content and delivery of these programs and activities without notice at any time. This may include discontinuance of teaching subjects and other programs.
- 8.3 The Student will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Principal agrees otherwise. The School will determine which activities are compulsory. Charges may be levied for these activities and will be payable unless the Student is unable to attend due to ill health or other reason where it is impossible for the Student to attend.

## 9. HEALTH AND SAFETY

- 9.1 Caregivers must advise the School immediately if they become aware of any special needs that the Student may have, including, but not limited to, any medical, physical, psychological needs, or any changes to these needs
- 9.2 Caregivers must complete and return to the School the required health form for the Student prior to the Student commencing at the School and provide updates if circumstances change or as required by the School from time to time.
- 9.3 Caregivers must observe School security procedures for the protection of students.

## 10. MEDICAL CONDITIONS AND TREATMENT

- 10.1 Caregivers must complete and return a Student Medical Form as required by the School prior to the commencement of the Student and as required by the School from time to time. Caregivers must keep the School informed of any changes to the Student's health as reflected on the Student Medical Form and provide any medical information required by the School including medical reports.
- 10.2 Caregivers must notify the School immediately if the Student has a communicable infection or condition.
- 10.3 If the Student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and if the Caregivers are not readily available to authorise such treatment, the Caregivers authorise the Principal or, in the Principal's absence, a responsible member of the School staff to give the necessary authority for such treatment.

## 11. PROPERTY

- 11.1 Students are responsible for their personal property. The Student's personal property is not insured by the School, and the School does not accept any responsibility for loss of or damage to the Student's personal property.
- 11.2 The Principal may search the Student's bag, locker or other possessions where the Principal considers there are reasonable grounds to do so.

## 12. PRIVACY AND EX STUDENTS' DATABASE

- 12.1 The Caregivers acknowledge that the School may from time to time collect personal information about Caregivers and Students before and during the course of a Student's enrolment at the School. This may be in writing or in the course of conversations. The primary purpose of collecting this information is to enable the School to provide schooling to the Student and to enable them to take part in all the activities of the School, but is also relevant for the Student's education, health, care, welfare and development.
- 12.2 Some of the information the School collects is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care. Laws governing or relating to the operation of the School require certain information to be collected and disclosed. This includes relevant education, health and child protection laws.
- 12.3 Health information about Students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act.
- 12.4 The School from time to time discloses personal and sensitive information about the Caregivers and the Student to others for administrative and educational purposes. This includes to other schools, government departments, medical practitioners, and people providing services to the School, including specialist visiting teachers, sports coaches, volunteers and counsellors.
- 12.5 The School may store personal information about the Caregivers and the Student in the 'cloud' which may mean that it resides on servers which are situated outside Australia.
- 12.6 The School's Privacy Policy, as displayed on the School's website, or as otherwise published sets out how Caregivers and Students may seek access to personal information collected about them. The School's Privacy Policy also sets out how you may complain about a breach of privacy and how the School will deal with such a complaint.
- 12.7 From time to time, the School engages in fundraising activities. Information received from the Caregivers may be used to make an appeal to Caregivers. It may also be disclosed to organisations that assist in the School's fundraising activities solely for that purpose. The School will not disclose Caregivers' personal information to third parties for their own marketing purposes without the Caregivers consent.
- 12.8 On occasion, information such as academic and sporting achievements, Student activities and similar news is published in School programs, records of achievement, newsletters and magazines and on the School's website, including the School's social media presence. This may include publication in newspapers or other public media arranged by the School. Photographs, audio, video or other digital media of Student activities such as sporting events, school camps and school excursions may be taken for publication in School newsletters and magazines and on the School's website. The Caregivers consent to the Student being identified (including being named, photographed, recorded in audio, video or other digital media) in material used to promote the School (eg in School programs, records of achievement, publications, digital media or the School's or affiliate's websites) unless the Principal has been advised or is advised in writing that the Caregivers do not give this permission. No student image and corresponding name will be included in any advertising material or vehicle without

Caregiver consent.

- 12.9 If the Caregivers provide the School with the personal information of others, such as doctors or emergency contacts, the School encourage the Caregivers to inform them that the information is disclosed to the School and why, that they can access their information if they wish and that the School does not usually disclose the information to third parties.
- 12.10 If the Student leaves the School after completing at least one full academic year the Caregivers give permission for their name and address to be included on the Ex-students' database. The primary purpose of retaining this information is to enable the School to inform the Student about the School's activities and to keep alumni members informed about other members. If you do not agree to this, please advise the School.

## 13. COURT ORDERS AND PROVISION OF REPORTS

- 13.1 The Caregivers must promptly advise the School in writing of any orders or arrangements that affect the Student including custody and access, any change to them, or any orders or arrangements which are relevant to the Student's education and welfare and provide and provide copies of any orders relating to the Student to the School.
- 13.2 The School will send academic reports to the address or addresses notified by the Caregivers. If the Caregivers are separated or divorced, reports will generally be sent to each of the Caregivers on request to the address notified by each Caregiver unless there is an order of a court that reports are to be sent to only one of the Caregivers or the School considers that is in the best interests of the Student.

## 14. GENERAL

- 14.1 The School may change or alter these terms and conditions of enrolment at any time by giving the Caregivers not less than two terms' notice in writing which shall apply to current and former students and their Caregivers from the date specified in the notice.
- 14.2 The Caregivers' obligations to the School are joint and several.
- 14.3 In this document
  - (a) 'Caregivers' means the Student's parents or legal guardians, or, where the Student has only one parent or legal guardian, that parent or legal guardian.
  - (b) 'Student' means the person identified on the Enrolment Acceptance Form as the Student;
  - (c) 'Principal' means the principal or acting principal of the School, by whatever title she or he is known, and/or his or her nominee.