



## ENROLMENT – Terms & Conditions

### 1 Acceptance of Offer of Enrolment

- 1.1 An offer of enrolment must be accepted by both parent/guardian(s) where appropriate unless Calrossy Anglican School (CAS) 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 acceptance of the offer must be accompanied by a refundable fee of \$1,000 per family.
- 1.3 If parent/guardian(s) wish to defer the entry of a student to a different calendar year to the initial request, CAS will advise whether it is able to agree to this. If it is unable to agree, the Student will be placed on a waiting list for the requested year but enrolment cannot be guaranteed.
- 1.4 Enrolment is dependent on CAS receiving the initial term's fees in full on the first day of the term. Alternatively, when a student does not commence on the first day of term, fees are due on the first day of attendance. If fees are not received by the due date, the enrolment will lapse.

### 2 Conditional Enrolment

- 2.1 All enrolments are conditional upon CAS being satisfied at 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 CAS may require parent/guardian(s) to provide reports and assessments necessary to determine the particular needs of the Student.
- 2.3 Competence in English is a pre requisite for enrolment. If CAS 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 CAS may decide that the enrolment should be cancelled.
- 2.4 All enrolments are conditional upon CAS being satisfied at its discretion that parent/guardian(s) have the ability to meet financial responsibilities in relation to payment of fees as issued by the school.

### 3 Progress of Student

If CAS 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 The CAS Board determines the fees and charges that will be payable which are set out in a Schedule of Fees which is available on CAS website [www.calrossy.nsw.edu.au](http://www.calrossy.nsw.edu.au). The fees are revised regularly and may be amended each year.
- 4.2 The School may also incur expenditure for the Student's needs on behalf of the parent/guardian(s) as it reasonably considers necessary, which may be added to the parent/guardian(s)'s school account.
- 4.3 All medical expenses including ambulance and allied health services incurred on behalf of a Student must be reimbursed by the parent/guardian(s).
- 4.4 All Fees and Charges must be paid on or before the due date set out in the fees notice.

- 4.5 Any account with a debit balance at the end of week 4 of each term will incur a late fee of 4% (ie. 16% p.a calculated and charged quarterly) added to the outstanding balance. This charge reflects the loss which may be incurred by CAS as a result of the late payment and/or debt collection action.
- 4.6 If the outstanding fee account reaches an amount in excess of the value of one (1) term's invoice charges, the Student's enrolment may be suspended unless CAS agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the enrolment of the Student being cancelled without further notice.
- 4.7 Fees will not be remitted in whole or part if the Student is absent due to illness, leave or suspension or an exchange program.
- 4.8 If students are undertaking activities which incur extra fees or charges, not less than six (6) weeks' notice must be given to discontinue these activities or six (6) weeks' fees for these activities will be charged.

## **5 Withdrawal of Students**

- 5.1 Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that parent/guardian(s) advise CAS in writing of the name of the school the student will be attending and the grade the student will be entering at the new school.
- 5.2 If parent/guardian(s) wish to withdraw a Student from the School, at least one (1) full term's notice of withdrawal must be provided in writing to the Principal. In default of such notice, a full term's fees will be charged.
- 5.3 An enrolling party is unable to withdraw a student from CAS, without written agreement from the other enrolling party(ies).

## **6 Obligations of Students**

Students are required to have high standards of behaviour and:

- 6.1 abide by the Student Code of Conduct and management guidelines as they apply. This includes attendance at Chapel and Christian Studies lessons.
- 6.2 behave courteously and considerately to each other and to staff at all times,
- 6.3 not participate in any activity which may bring the School into disrepute, including in print and electronic media,
- 6.4 support the ethos, goals and values of CAS,
- 6.5 attend and, if required, participate in assemblies, sports program, school events or other events determined by the Principal, including camps and excursions that are an integral part of the CAS curriculum.
- 6.6 wear the School uniform as prescribed, including when travelling to and from school and follow conventional standards of appearance while at school in accordance with the School's guidelines and the expectation of the School community
- 6.7 attend the School during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted.

## **7 Obligations of Parent/Guardian(s)**

The parent/guardian(s):

- 7.1 must accept and abide by the requirements and directions of the CAS Board and the Principal relating to their student(s), or students generally, and not interfere in any way with conduct, management and administration of CAS,
- 7.2 are required to support the ethos, goals, values and activities of CAS, and
- 7.3 access the CAS parent portal on a regular basis and/or read the regular newsletters.

The parent/guardian(s) must promptly advise the School:

- 7.4 in writing of any change to home, mailing, email address, contact details or other information on the Enrolment Application Form. Offers of enrolment may be cancelled if the School loses contact with the parent or correspondence (mail and/or email) is returned.
- 7.5 if the Student is absent from the School due to ill health or other reason.
- 7.6 in writing of any orders or arrangements that affect the Student concerning custody or access, any change to them or any other orders or arrangements which were relevant to the Student's education and welfare and provide copies of any orders to the School.
- 7.7 in writing of any change of family situation that could impact the parent/guardian(s) ability to meet their financial obligations.

The parent/guardian(s) also:

- 7.8 must ensure the Student has each item of officially required uniform, clean and in good repair, and all other requirements such as technology, textbooks and stationery.
- 7.9 should communicate with students, parent/guardian(s), visitors and staff members in a courteous manner, and follow the communication guidelines laid down by CAS and observe the Parent Code of Conduct, (available on CAS website [www.calrossy.nsw.edu.au](http://www.calrossy.nsw.edu.au)).
- 7.10 should use their reasonable endeavours to attend parent-teacher interviews and parent forums and participate in courses offered by CAS which are relevant to the Student's education.
- 7.11 must not use social media to denigrate CAS, staff, students or other members of the school community.

## **8 Health and Safety**

- 8.1 Parent/guardian(s) must advise CAS 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.
- 8.2 Parent/guardian(s) must provide complete health information to CAS, prior to the Student commencing at the School and provide updates if circumstances change or as required by the School.
- 8.3 If the Student is ill or injured, requiring urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and parent/guardian(s) are not readily available to authorise such treatment, the Principal or, in the Principal's absence, a senior staff member of CAS, may give the necessary authority for such treatment. The parent/guardian(s) indemnify CAS, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.
- 8.4 Parent/guardian(s) must observe CAS security procedures for the protection of students.
- 8.5 Students are responsible for their personal property and the School does not accept any responsibility for the loss, damage or theft of their belongings.
- 8.6 The Principal or the Principal's nominee may search the Student's bag, locker or other possessions where there are reasonable grounds to do so, in order to maintain a safe environment for all students.

## **9 Programs and Activities**

- 9.1 CAS determines the educational and other programs and activities conducted at the school in its absolute discretion.
- 9.2 The School may change its programs and activities and the content of these programs and activities without notice.
- 9.3 The Student will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Principal agrees otherwise. 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.

## 10 Reports

The School will provide academic reports to the parent/guardian(s). Where parent/guardian(s) do not live together, reports will be provided to both parent/guardian(s) unless there is an Order of the Court or an agreement that the reports are only to be provided to one party.

## 11 Leave

If the parent/guardian(s) wish to seek leave for the Student not to attend any academic or co-curricular program or activity during a term, they must apply to the school in writing. Leave will usually only be granted in most extreme circumstances.

## 12 Suspension & Termination of Enrolment

12.1 CAS 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 serious breach of the School's Rules or Code of Conduct
- b) conduct prejudicial to the reputation of the School or the well-being of its students or staff, and;
- c) where the Principal or CAS Board believes that a mutually beneficial relationship of cooperation and trust between the School and the parent/guardian(s) has broken down to the extent that it adversely impacts on that relationship
- d) school fee account arrears or non-adherence to account terms as agreed in writing.

12.2 CAS will only exercise its powers under this clause to expel a student if it has provided the Student and their parent/guardian(s) with details of the conduct which may result in a decision to expel the Student and provided them with a reasonable opportunity to respond and where there has been procedural fairness.

12.3 When enrolment is cancelled for financial reasons, CAS will not disclose financial information to the Student.

12.4 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.

## 13 Privacy

The parent/guardian(s) acknowledge that they have read the CAS Privacy Policy. (Available on CAS website [www.calrossy.nsw.edu.au](http://www.calrossy.nsw.edu.au))

## 14 Amendment of Terms and Conditions

14.1 CAS may alter the Enrolment Terms and Conditions at any time by giving not less than one term's notice to the parent/guardian(s) in writing which shall apply to both current and future students and parent/guardian(s) from the date specified in the notice.

14.2 Only the CAS Board and/or the Principal or their delegate has the right to waive any of the above terms and conditions. Any waiver must be confirmed in writing.

## 15 Definitions:

**School** means Calrossy Anglican School

**CAS** means Calrossy Anglican School

**Student** means the Student who is named in the contract of enrolment

**in writing** includes email correspondence but not SMS/text messaging.