



# ENROLMENT AGREEMENT

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## HEATHDALE CHRISTIAN COLLEGE PURPOSE STATEMENT

*To glorify God through Christ-centred education that helps children develop their God-given potential.*

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### ENROLMENT TERMS AND CONDITIONS

#### 1. Definitions

- 1.1 “**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.
- 1.2 “**Enrolment Fee**” means the fee payable at the time of signing the Enrolment Agreement. The current Enrolment Fee is provided in the Fee Schedule and may be altered at any time at the discretion of the College.
- 1.3 “**Enrolment Agreement**” means the Agreement forming part of these Terms and Conditions of Enrolment, Parent Code of Conduct and Student Code of Conduct, by which the Applicant agrees to be bound.
- 1.4 “**Conditions of Enrolment**” means these Terms and Conditions of Enrolment including any subsequent amendments made by the College.
- 1.5 “**Student**” means the student named in the Enrolment Agreement.
- 1.6 “**The Principal**” means the Principal of the College or the Principal’s authorised representative.
- 1.7 “**The College**” means Heathdale Christian College [ABN 40 005 962 792].

#### 2. Philosophy and Foundational Statements

- 2.1 The College is based on the Christian precepts and truths of the Holy Bible. It is therefore understood that families joining our College will be agreeing to support all practices in relation to the Christian foundational operations and values as described in our Purpose statements, Theological foundational statements and College prospectus.

#### 3. General

- 3.1 In signing the Enrolment Agreement, the Applicant agrees to the College’s policies, conditions and rules, particularly those sections relating to College Uniform Policy, Behaviour Management Policy and College Rules, which may be changed during the period of enrolment at the discretion of the College.
- 3.2 The College’s policies do not form part of the Enrolment Agreement, aside from the Parent Code of Conduct, the Student Code of Conduct and these Enrolment Terms and Conditions.
- 3.3 If the Applicant wishes to withdraw the Student from the College, the Applicant must give to the College one term’s written notice (see Clause 5.10).

- 3.4 Failure to give the required notice as set out in Clause 3.3 will result in a charge of one term's fees.
- 3.5 The College requires the Enrolment Agreement to be signed by both parents. Please contact the Community Development Office if you would like to discuss your personal circumstances and any difficulty meeting this requirement.

#### **4. Educational Services Provided**

- 4.1 The College provides educational services that are within the scope of the College's registration, being:
- (a) Foundation (also known as Prep) – Year 10 under the Australian 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).
- 4.2 The College also operates a Kindergarten service.

#### **5. Fees and Charges**

- 5.1 Where there is more than one Applicant, both/all persons will be equally responsible jointly and severally for the school fees and any other charges.
- 5.2 All fees are due and payable in full as dated on the fee invoice/statement. The payment option form provided in the Enrolment pack states the various payment frequencies available and their due dates. When the College has not received your chosen option, your payment option will default to monthly instalments.
- 5.3 The Applicant shall be liable for payment of an Enrolment Fee at the current rate in order to confirm enrolment. This fee is neither refundable nor transferable and does not form part of the annual tuition fees and levies.
- 5.4 College activities included in the learning programs such as excursions, camps, curricular activities and related items, form part of the Resource Levy. The Applicant is/are also responsible for fees and charges relating to any elective activities (e.g. Overseas Camps, Volleyball, Private Music Tuition, special end of year events, damaged/lost library books etc.) The College can deduct these charges via direct debit in addition to regular instalments.
- 5.5 If the Student commences at the College part-way through a term, tuition fees will be charged on a pro rata basis.
- 5.6 No refund of fees paid or waiver of any fees outstanding will be made if the Student is withdrawn from the College during a term or is absent for any reason.
- 5.7 If a student is withdrawn at the insistence of the College (e.g. in line with the Student Code of Conduct), the Applicant is/are liable for all fees and charges up to the date of notification of the Student's enrolment at the College being terminated.
- 5.8 The Business Services Manager is authorised to take such action deemed necessary to recover unpaid fees or charges, including any debt recovery costs.
- 5.9 Any outstanding accounts may result in late fees, suspension of enrolment, the exclusion of the Student/s from certain activities or the permanent exclusion from the College. Any recovery via legal action shall require both payment of the unpaid fees, together with charges and costs of recovery, being charged to the Applicant. A decision under this Clause is at the sole discretion of the Business Services Manager and any waiver of this Clause does not indicate an ongoing waiver.

- 5.11 If a student is to be withdrawn from the College, you will need to provide notice by completing the Withdrawal of Enrolment form at least one full term in advance. The Withdrawal of Enrolment form is available from the Community Development Team at [enrol@heathdale.vic.edu.au](mailto:enrol@heathdale.vic.edu.au). If you do not provide this notice, a fee of 25% of the annual tuition fee will be payable, which represents a genuine pre-estimate of the financial costs to the school of the family's failure to give notice.

Examples:

- a) For students due to leave at the beginning of Term 1, notice must have been provided by the end of Term 3 of the previous year.
- b) For students due to leave at the beginning of Term 3, notice must be provided by the end of Term 1 of the same year.
- 5.12 In the event of a parental relationship breakdown, both parties remain equally responsible, jointly and severally for the school fees and all other charges unless a court (legal) document is provided to the College stating varied responsibility.

## **6. Disclosure**

- 6.1 The Applicant acknowledges that the Enrolment Application Form has been completed honestly and correctly and that the Applicant has made full disclosure in response to the matters and questions raised in the Enrolment Application Form.
- 6.2 The Enrolment Application Form forms part of the Enrolment Agreement and failure to complete the Enrolment Application Form honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- 6.3 The College reserves the right to obtain further information regarding the Student during the period of enrolment including all academic information, school reports and all medical and other reports regarding the Student, if applicable.
- 6.4 The Applicant declares that the Student is either an Australian citizen, has Australian residency status or has a Student Visa for entry and stay in Australia that allows education to be provided on the same cost basis as for an Australian citizen.

## **7. Disciplinary Action**

- 7.1 The continued enrolment of students is dependent on their behaviour being in accord with the College's policies including but not limited to the Student Code of Conduct, rules and regulations, as amended from time to time. Continued enrolment is also dependent on the behaviour of the parents/guardians being in accord with relevant policies including but not limited to, the Parent Code of Conduct.
- 7.2 The College applies a positive approach to the discipline of student behaviour and seeks to restore students to participate and benefit from College educational programs offered.
- 7.3 Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the College) if in the opinion of the Principal the Student is found to have breached the College's policies, including but not limited to the Student Code of Conduct, or is found to have engaged in behaviour detrimental to the College, its staff and/or students.
- 7.4 As per Clause 7.3, the College reserves the right of disciplinary action for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College.
- 7.5 If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.

- 7.6 If suspended, the Student shall not enter upon any of the College grounds for any purpose during the period of suspension, without the express permission of the Principal and shall be the sole responsibility of the Applicant during such period.
- 7.7 The Applicant agrees to partner with and enrol the Student at the College, acknowledging the paramount importance that there is harmony between the home and the College in regards to standards, outlook and values and that the home and the College will endeavour to work together in educating and developing students 'in the nurture and encouragement of the Lord'.
- 7.8 The Applicant is expected to support the aims, objectives, ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct. Disciplinary action under this Clause may include suspending or terminating the enrolment of the Student.

## **8. Health and Medical Treatment**

- 8.1 The College will notify the Applicant of any injury or illness the Student may suffer at the College, in line with the First Aid Policy. In particular, the Applicant is notified: of any head injury, where medication is administered or further information is deemed to be necessary for the Student.
- 8.2 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will notify the College and provide any relevant medical information or reports in a timely manner. The College reserves the right to assess and determine its ability to provide ongoing education to a student and reserves the right to require the Applicant to provide the College with information as requested.
- 8.3 In the event the Student is involved in a medical emergency and the Applicant or nominated contact person cannot be reached, the College can take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the College for the cost of any such treatment or action taken (e.g. Ambulance expenses).
- 8.4 The Student is permitted to access the College nurse. The Applicant consents to those services being provided to the Student and understand there is confidentiality between the Student and College nurse, if the nurse deems that to be appropriate in accordance with his or her obligations. At all times we seek to remain in partnership with parents.
- 8.5 The Student is permitted to access the College Pastoral Carers. For Primary students, parental permission will be requested prior to any meetings. For Secondary students, students may access these specialists from time to time. In accordance with this service being provided, the Applicant understands there is a level of confidentiality between the student and this specialist. At all times we seek to remain in partnership with parents.
- 8.6 It is the responsibility of the Applicant to provide appropriate insurance cover should the Student be injured or taken ill at the College. It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at school.
- 8.7 The Applicant authorises the First Aid Staff to periodically check the Student's hair for head lice. If a Student is found to have head lice, the College will notify the Applicant to collect the Student for appropriate treatment to be undertaken.

## **9. Personal Possessions**

- 9.1 It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing, and the College is not liable for any loss or damage to this property.
- 9.2 The Applicant will indemnify the College for any loss or damage to school property arising from the use or possession of such property by the Student.
- 9.3 Any Student bringing personal electronic devices on site must adhere to the College's electronic device policies and guidelines.

## **10. Attendance**

- 10.1 Unless the Student is not able to attend the College (and Clause 10.4 is complied with), the Student must:
  - (a) attend the College on the dates and between the hours advised by the College; and
  - (b) participate in all co-curricular activities including sporting activities, camps, excursions, evening events, music rehearsals, orientation sessions and religious services which may be held on the weekend or before or after normal school hours.
- 10.2 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education.
- 10.3 Students are expected to fulfil sports training commitments as required and to represent the College in teams or competitions for which they are chosen.
- 10.4 If the Student is not able to attend class at the College, or any other activities in connection to the College, for any reason (including illness or injury), it is the responsibility of the Applicant to inform the Main Office of the College by 8:30 am and confirm in writing upon the first day of the Student's return to the College, the reason for the Student's absence.
- 10.5 After holiday periods it is expected that the Student will return to school on the dates fixed for resuming, unless permission is obtained from the Principal or their delegate.
- 10.6 The Student is not permitted to leave school at the end of term until the published closing date, unless permission is obtained from the Principal or their delegate.
- 10.7 The Student will not be able to attend the College 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.
- 10.8 The Applicant authorises the College to take the Student on excursions which are within walking distance of the College grounds, within usual school hours, do not require transport and do not involve adventure-type activities.

## **11. Termination**

- 11.1 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.

## **12. Communication and Privacy**

- 12.1 The Applicant is required to provide copies of all existing court or parenting orders or parenting plan at the time of enrolment and during the period of enrolment.
- 12.2 The provision of any misleading representation in relation to the guardianship of the Student may result in the College suspending or terminating the enrolment of the Student. Misleading representation includes circumstances where guardianship or living arrangements change and the Applicant does not notify the College within a reasonable time of the change, even if the change involves the Student living with different members of the Applicant's wider family.
- 12.3 From time to time the College may wish to include photographs and/or audio/visual of the Student captured with or without their name in print and online for distribution within the school community. In line with the College Photography Film and Audio Policy, the Applicant consents to such use and disclosure of the Student's photographs and/or audio/visual unless such consent is expressly withdrawn via written notification to the College.
- 12.4 The College 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.
- 12.5 The Applicant consents to the College using their personal information and the Student's personal information for the purposes of receiving marketing communication. The Applicant may at any time opt out of receiving any marketing communication by notifying the College, in accordance with the Privacy Policy. There is no charge or penalty for opting out from any marketing communication.
- 12.6 All information pertaining to the Student and the College will be provided to the Applicant in accordance with the Privacy Policy, which is available on the College's website.
- 12.7 In order to ensure the ongoing health, wellbeing and enrolment of the Student at the College, the Applicant agrees to keep the College informed and maintain open communication in regard to all relevant information and issues relating to the Student.

