

# Assumption College



## ENROLMENT TERMS & 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 "College" means Assumption College Kilmore.
- 1.3 "Conditions of Enrolment" means these Terms and Conditions of Enrolment including any subsequent amendments made by Assumption College Kilmore.
- 1.4 "Enrolment Agreement" means the Agreement comprised of these Terms and Conditions of Enrolment (and College policies) by which the Applicant agrees to be bound.
- 1.5 "**Fees**" means tuition fees, and, where relevant, boarding fees.
- 1.6 "Student" means the student named in the Enrolment Agreement.
- 1.7 "The Principal" means the Principal of Assumption College Kilmore, or the Principal's authorised representative.

### 2. Continued enrolment

- 2.1 In signing to the Enrolment Agreement, the Applicant agrees to the College's policies which may be changed during the period of enrolment at the discretion of the College.
- 2.2 The College's policies do not form part of the Enrolment Agreement.
- 2.3 If the Applicant wishes to withdraw the Student from the College, the Applicant must give to the College one term's notice in writing signed by each of the

persons who signed the Enrolment Agreement or pay to the College the **equivalent of one term's fees.**

### 3. Fees and charges

- 3.1 Where there is more than one Applicant, both persons will be equally responsible jointly and severally for the College's fees and any other charges.
- 3.2 All Fees are due and payable in full on the date set out in the fee statement unless another arrangement has been pre-agreed in writing between the Applicant and the College.
- 3.3 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.
- 3.4 The Applicant is responsible for Fees and charges supplied in relation to all excursions and camps, and all other applicable levies (e.g. laptop levy), during the enrolment period.
- 3.5 The Student will not be permitted to enter a new term while any part of the Fees or charges for the previous billing period remain unpaid, unless approved by the Business Manager. This includes any fees incurred by the College in relation to courses such as VET courses, which are discontinued by the Student.
- 3.6 If the Student is admitted to the College during a term, Fees will be charged on a pro rata basis.
- 3.7 No refund of Fees paid or waiver of any Fees outstanding will be made if the College is withdrawn from the College during a term, or is absent for any reason.
- 3.8 If a student is withdrawn at the insistence of the College, the Applicant is liable for all Fees and charges to the date of notification of **the Student's enrolment at** the College being terminated.
- 3.9 The Business Manager is authorised to take such action deemed necessary to recover unpaid Fees or charges, including recovery costs.
- 3.10 Any overdue accounts may result in late fees, suspension of enrolment, the exclusion of the Student from certain activities, the permanent exclusion from the College and recovery via legal action which shall involve both payment of the unpaid Fees and charges and costs of recovery being charged to the Applicant.

### 4. Disclosure

- 4.1 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.

- 4.2 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.
- 4.3 The College reserves the right to obtain further information regarding the Student including all academic information, school reports, living arrangements and all medical and other reports regarding the Student, if applicable.

## 5. Disciplinary action

- 5.1 The College reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College.
- 5.2 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 policies or is found to have engaged in behaviour detrimental to the College, its staff or students.
- 5.3 If the the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 5.4 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.
- 5.5 The Applicant is expected to support the aims, objectives, Marist and Catholic ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Student and/or Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct. Disciplinary action may include.

## 6. Health and medical treatment

- 6.1 The College will notify the Applicant of any injury or illness the Student may suffer at the College, which warrants staff intervention or a visit to the College sick bay.
- 6.2 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, or to require the Applicant to withdraw the Student for a period of time reasonably required to undergo medical treatment.

- 6.3 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.
- 6.4 The Student is **permitted to access the College's** specialists including the College nurse, Psychologist, Counsellors, Personal Trainer, Occupational Therapist and Speech Pathologist. The Applicant consents to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations).

## 7. Personal possessions

- 7.1 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.
- 7.2 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.

## 8. Attendance

- 8.1 The Student must attend the College on the dates and between the hours advised by the College. In addition, the Student, and the Applicant if required, must attend and participate in all co-curricular activities including sporting training and matches, camps, excursion, Mass, music rehearsal and performances, inter-school activities and public and community events, which may be held on the weekend or before or after normal school hours.
- 8.2 After holiday periods it is expected that the Student will return to the College on the dates fixed for resuming unless permission is obtained from the Principal (or their delegate).
- 8.3 The Student is not permitted to leave the College at the end of term until the published closing date unless permission is obtained from the Principal (or their delegate).
- 8.4 It is the responsibility of the Applicant to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 8.5 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.

8.6 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the student may develop holistically in accordance with Marist teaching.

## 9. Communication & privacy

9.1 The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will abide by such orders.

9.2 The provision of misleading representation in relation to the guardianship of, or living arrangements of, the Student may result in the College suspending or terminating the enrolment of the Student, including where the College is not satisfied that a responsible adult of good character is providing adequate supervision and care for a student.

9.3 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 College community. 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.

9.4 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.

9.5 In the event the Applicant is not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the College with the Enrolment Application Form.

9.6 The Applicant consents to the College using their personal information and the **Student's personal information for the purposes of receiving marketing** communication in accordance with the Privacy Policy of the College. The Applicant may at any time opt out of receiving any marketing communication by contacting the College at [principal@assumption.vic.edu.au](mailto:principal@assumption.vic.edu.au). There is no charge or penalty for opting out from any marketing communication.

9.7 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.

9.8 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.

9.9 The holistic development of the student in accordance with the Marist tradition remains the priority of the College in carrying out its duty of care to the Student. As such, the College makes no representation or promise regarding any particular academic achievement or level of performance of any Student.

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