

This enrolment terms and conditions must be read in conjunction with the Enrolment Policy, Parent Code of Conduct and Student Code of Conduct.

Terms and conditions of enrolment

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** a non-refundable application fee of \$50 (including GST) must accompany the student enrolment form to cover administration costs, credited to fees if enrolment application is successful.
- 1.3 **Enrolment Agreement** means the Agreement formed between the College and the Applicant that consists of these Enrolment Terms and Conditions, the Parent Code of Conduct and the Behaviour Management Policy (and, where the student is in receipt of a scholarship or bursary, any additional terms and conditions applicable to that scholarship or bursary).
- 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 Holy Trinity Lutheran College, ABN: 67 105 374 926.
- 1.8 **Tuition Fee** means the fees payable to the College for attendance at the College. Refer to the fee schedule for a breakdown of fees by Sub-School.

2. Enrolment

- 2.1 In signing 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, except for the Parent Code of Conduct and the Student Code of Conduct, do not form part of the Enrolment Agreement.

- 2.3 If the Applicant wishes to withdraw the Student from the College, except in circumstances where the Applicant wishes to withdraw the Student from the College at the end of Year 6, the Applicant must give to the Principal one term's written notice. For students in Year 6 who are not continuing to Year 7 at the College, the Applicant must give two terms' written notice to the Principal.

- 2.4 Failure to give the required notice will result in a charge of one term's fees.

3. Educational services provided

- 3.1 The College provides educational services that are within the scope of the College's registration, being:
 - (a) Foundation (also known as Prep) to Year 10 under the Victorian 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. Student achievement

- 4.1 The College encourages the Student to achieve their personal best in partnership with the Applicant but does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the College accepting the Student for enrolment including where a Student has been granted a scholarship or bursary.
- 4.2 Where a Student has been granted a scholarship or bursary:
 - (a) then the Student's ongoing entitlement to the scholarship or bursary is dependent on the Applicant's compliance with these Conditions of Enrolment and the Student meeting the ongoing terms and conditions of that scholarship or bursary; and

- (b) The Applicant agrees to comply with the ongoing terms and conditions of that scholarship or bursary.

5. Fees and charges

- 5.1 Where there is more than one Applicant, both 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 on the date set out in the fee statement unless another arrangement has been pre-agreed in writing between the Applicant and the College.
- 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.
- 5.4 The Applicant is responsible for providing fees and charges in relation to all excursions and camps, and all other applicable levies during the enrolment period.
- 5.5 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. A decision under this clause is at the sole discretion of the Business Manager, and any one waiver of this clause does not indicate an on-going waiver.
- 5.6 Any Applicant enrolling a Student on a scholarship or bursary also agrees to be bound by any terms and conditions of that scholarship or bursary, and, for the avoidance of doubt, those terms and conditions will, in respect of the Student, form part of the Enrolment Agreement.
- 5.7 If the Student is admitted to the College during a term, tuition fees will be charged on a pro rata basis.
- 5.8 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.
- 5.9 If the Student is withdrawn at the insistence of the College (e.g. due to the unsatisfactory conduct or behaviour of the Student), the Applicant is liable for all fees and charges to the date of notification of the Student's enrolment at the College being terminated.

- 5.10 The Business Manager is authorised to take such action deemed necessary to recover unpaid fees or charges.

- 5.11 Any overdue accounts may result in late fees, suspension of enrolment, 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.

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 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 Applicant being in accord with relevant policies, including but not limited to the Parent Code of Conduct.
- 7.2 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.

- 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 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 or students.
- 7.4 If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 7.5 If suspended, the Student shall not enter upon any of the College's 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.
- 7.6 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.

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, which warrants staff intervention or a visit to the school sick bay.
- 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 school specialists including the College Chaplain, Pastor and Psychologist. 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).
- 8.5 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.
- 8.6 The Applicant will ensure that the Student is appropriately immunised in accordance with the applicable laws. The College reserves its right to exclude a student in certain circumstances if the Student is not appropriately immunised.

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.

10. Attendance

- 10.1 The Student must attend the School 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 which may be held on the weekend or before or after normal school hours including sporting activities, house sporting carnivals, camps, excursions, religious services, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances.
- 10.2 After holiday periods it is expected that the Student will join and return to school on the dates fixed for resuming unless permission is obtained from their Head of School.

- 10.3 The Student is not permitted to leave school at the end of term until the published closing date unless permission is obtained from their Head of School.
- 10.4 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.
- 10.5 The Student will not be able to attend school 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.
- 10.6 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education.

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 at the time of enrolment and during the period of enrolment. The College will abide by such orders to the extent that they are a party to the orders.
- 12.2 The provision of misleading representation in relation to the guardianship of the Student or in relating to living arrangements may result in the College suspending or terminating the enrolment of the Student.

- 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 college community or for marketing and promotional material. 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 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.
- 12.6 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 writing. There is no charge or penalty for opting out from any marketing communication. Marketing material does not include fundamental information, including the College Newsletter delivered to the Applicant whilst the Student is enrolled at the College.
- 12.7 All information pertaining to the Student and the College will be provided to the Applicant in accordance with the Privacy Policy.
- 12.8 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 (including relevant court orders or regarding serious infectious illness).