

## **Terms and Conditions of Enrolment for Early Learning Students**

The information below sets out the terms and conditions under which local students are currently enrolled at Kingswood College (College). Local students:

- Are an Australian citizen; or
- Have Australian residency status; or
- Have 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.

The College Council retains the right to alter these terms and conditions from time to time.

A place at Kingswood College is subject to agreement by parents/guardians and students to abide by these Terms and Conditions of Enrolment and by all the College's policies and procedures. Such policies are designed to enhance and assist in the delivery of educational services.

Any queries on these terms and conditions or College policies and procedures may be discussed with the Principal or the Business Manager.

In this document:

- 'The Council' refers to the Kingswood College Council or Board of Directors
- 'Kingswood College', or 'the College' refer to Kingswood College Ltd, ABN63 006186812
- 'Applicant', 'Parent' or 'Parents/Guardians' means the parent/s or guardian/s of the student/s being enrolled
- 'Student' or 'Child' means the student/s being enrolled
- 'Fees' means Tuition Fees, Consolidated Fees and other charges invoiced by the College
- 'Kingsnet' means Kingswood College's intranet site
- 'Enrolment Agreement' refers to the *Application for Enrolment* and this document the *Terms and Conditions of Enrolment*.

### **1. Enrolment Policy and Procedures**

To apply for enrolment at Kingswood College you must follow the College's *Enrolment Policy and Procedures* and submit an *Application for Enrolment*, providing all requested documentation. Both are available on the Kingswood College website.

### **2. Educational Services Provided**

In the Early Learning Centre (ELC) the College delivers a curriculum based on the principles of the International Baccalaureate (IB) Primary Years Programme (PYP).

### **3. Student Information and Achievement**

The College encourages students to achieve their personal best by partnering with parents / guardians 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.

As required by law, and in accordance with the College's Enrolment Policy and Procedures, where a Student has or will have a disability, the College must give consideration to how it can, in the context of its limited resources, provide support for students with special needs or disabilities by making reasonable adjustments.

Parents/guardians agree to disclose to the College all information about the physical, learning or other disabilities of the Student so that the College can consider how it can support students consistent with its legal obligations.

#### **4. Disclosure**

The Applicant acknowledges that the Application for Enrolment has been completed honestly, completely and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Application for Enrolment. Failure to complete the Application in this manner may result in delays and the inability of the College to confirm enrolment within the required timeframes because of the need to take more time to carry out its legal obligations to make reasonable adjustments for a student with a disability, which the College will make provided these do not create unjustifiable hardship.

The Applicant is required to provide with the Application for Enrolment 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.

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.

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.

#### **5. Student and Applicant/Parent/Guardian Behaviour Expectations**

At Kingswood College we expect all members of the Kingswood College community, including students, applicants, parents and guardians, to uphold our school values of **respect, integrity, compassion and responsibility** when engaging with others.

The continued enrolment of students is dependent on their behaviour being in accord with the College's policies, values, rules and regulations, as amended from time to time, as well as the behaviour of the Applicants being in accord with relevant College policies. Such College Policies include, but are not limited to, the following:

- Behaviour Management Policy
- Respectful and Safe School Policy and Guidelines
- Parent Code of Conduct
- Cyber Safety Policy, and
- Social Media Policy.

All Kingswood College policies are available on Kingsnet.

#### **6. Health and Medical Treatment**

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.

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.

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).

The Student is permitted to access school specialists including the school Chaplain and/or Counsellor. 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).

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.

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.

## **7. Personal Possessions**

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, theft or damage to this property.

The Applicant will be responsible for compensating the College for any loss or damage to school property arising from the use or possession of Student's personal property.

## **8. Student Attendance**

The Student must attend the College on the dates and between the hours advised by the College. In addition, the Student, if required, must attend and participate in all cocurricular activities which may be held on before or after normal school hours including sporting activities, house sporting carnivals, camps, excursions, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances.

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.

## **9. Personal Information**

Kingswood College is bound by the Australian Privacy Principles contained in the Commonwealth Privacy Act in how the College uses and manages personal information provided to or collected by it.

The Applicant acknowledges that the College will collect personal information about them and the Student which may be required by the College to function and conduct its activities, consistent with the College's Privacy Policy.

A copy of the College's Privacy Policy is available on the College website, Kingsnet or on request.

## **10. Termination of Enrolment**

Kingswood College may end the enrolment of the Student and terminate this agreement if any of the following occur:

- any fees or charges due in accordance with this agreement have not been paid;
- a breach of a Kingswood College policy, procedure or code of behaviour is made by the Parent or Student.

The Principal reserves the right to remove any student from the College without notice on the grounds of unsatisfactory conduct, unsatisfactory performance or a serious breach of a Kingswood College values or policy by a Student or Parent/Guardian. In all other cases the College will provide at least 14 days, but no more than one term's written notice.

## 11. Fees and Charges

### **Application Fee**

A fee of \$115 (including GST) is payable for each application to cover administration costs. It is not refundable.

### **Enrolment Fee**

A fee of \$1,500 (GST free), is payable in full within two weeks of the enrolment offer and only then will the enrolment be confirmed. This fee is payable per student, non-refundable and non-transferable. A portion of this fee (currently \$700) will then be returned to families as a credit to the Term One fee invoice in the first year of enrolment or the first tuition fee invoice issued if commencing enrolment in Terms Two, Three or Four.

### **Prep Holding Fee**

At the time an offer of a place in our Early Learning Centre is made, families have the opportunity to confirm a place in the relevant Prep year, should places still be available. Should families wish to take up this option, a Holding Fee of \$1,000 will be required. The Holding Fee will be held and credited against the Prep Term Two fees in the relevant year. Should the Prep place not be taken up, the holding fee is non-refundable and non-transferable.

When families elect not to accept a confirmed place in Prep, or Prep is fully subscribed, the option of being placed on the waitlist for Prep entry is available.

### **Tuition Fee:**

The Tuition Fee covers the comprehensive costs of providing educational services to students.

## 12. Payment of Fees

- a) All ELC program fees must be paid by the due date via Direct Debit from a Bank Account or by Credit Card (Visa and Master Card only).
- b) You must consent to Kingswood College Direct Debiting from your bank account or credit card (Visa/Master Card only) for all fees that you incur by using the service. A Direct Debit form must be submitted to the Business Office before your child commences in Kingswood College ELC.
- c) Families with no CCS entitlements or Fees paid by corporate clients can opt to be invoiced on a four payments per year.
- d) No sibling discounts are applied to the ELC program fees.
- e) Statements are sent on a fortnightly basis for the previous two weeks of attendance. The payment is processed two days after the statement date. The payment date is stipulated on your statement, including but not limited to service fees, educational program, Term Break Program, late fees and late payment fees.
- f) You must keep your bank account and credit card details up to date at all times.
- g) All ELC fees at Kingswood College are deducted via Debit Direct. No processing fees will be charged.
- h) If fees are not paid, then the debt may be referred to a collection agency and any associated costs involved with using such agency will be at your expense. Kingswood College reserves the right to cancel your child's enrolment if you have two consecutive failed payments.
- i) The Principal reserves the right to exclude a student from the College while any portion of the fees remains unpaid.
- j) Students are expected to abide by the rules and regulations of the College together with the College's policies, procedures and code of behaviour, as amended from time to time and as

set out in the College intranet (Kingsnet). Students are also expected to follow the reasonable requests of staff. If, after appropriate counselling and parent involvement, a student is required to withdraw from the College, all fees due and payable must be paid. No refund of fees will be made.

- k) If parents temporarily withdraw a pupil for one term or more, a holding fee is applied at the discretion of the Principal
- l) One full term's notice in writing of the intention to withdraw a student from the College is required, otherwise an amount equal to 25% of the annual tuition fee is payable in lieu thereof.
- m) Fees are subject to alteration at any time by Council and parents will be notified in writing of any such alterations.

### **13. Late Pick-Up Fees**

If a parent/guardian fails to pick up their child by the advertised closing time, the parent/guardian will be charged a late fee.

This fee is to cover the additional costs of keeping the service open beyond the closing time of the service. An educator with all required qualifications will remain at the service until the last child has been picked up.

If the registered child is not collected from the Service by the advertised closing time, \$20 per first 10 minutes per family will be charged and \$5 for any additional minute. Payment of the late fee will be charged on the following statement. CCS is not applicable on Late Pick Up Fees.

### **14. Variation To Bookings**

Any variations in bookings should be made in writing to the Principal. For a decrease in days or changing from Long day educational program to Standard Day Program, a Term's notice must be given.

A request for an increase in days may be made at any time subject to availability.

### **15. Sick Days**

When a child is absent due to illness your normal daily fees will be invoiced.

### **16. Holidays**

Four weeks of holiday leave per calendar year with a 50% discount of your daily fee is provided. The following conditions apply:

- Leave must be taken in two week blocks (choice of 2 x two weeks or 1 x four weeks)
- Notice needs to be emailed to the Centre four weeks in advance

### **17. Public Holidays**

Families will not be charged for public holidays. These days will be marked as non-attendance days and will not impact the family's access to the 42 days the child is permitted to be absent each year and still receive CCS funding.