

## **Terms and Conditions of Enrolment for Local Students**

The information below sets out the terms and conditions under which local students are currently enrolled at Kingswood 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" refers to Kingswood College Ltd, ABN 63 006 186 812
- "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
- "Kingsne"t 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**

Kingswood College will provide a school curriculum for Prep to Year 10 based on 'The Victorian Curriculum Foundation to 10' priorities and standards (or equivalent if superseded). Years 11 and 12 is based on the Victorian Certificate of Education (VCE) including Vocational Education and Training (VET) standards (or equivalent if superseded).

In the Junior School from Early Learning Centre (ELC) to Year 6 the College delivers a curriculum also 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 and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the *Application for Enrolment*.

The *Application for Enrolment* forms part of Enrolment Agreement, and failure to complete the Application for Enrolment honestly and correctly, or to make full disclosure, may result in the immediate termination of the enrolment by the College.

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. Fees and Charges**

The Fees for each academic year will be set annually by the College Council. The current *Tuition Fee Schedule* is available on the College website.

### **Application Fee**

A fee of \$110 (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.

### **Consolidated Charge:**

The Consolidated Charge covers various items supplied at College, including but not limited to day excursions, camps, outdoor education program the College magazine, locker padlocks, sport program and buses, jersey at Years 6, 11 and 12, visiting lecturers and artists, and student accident insurance, as well as covering the provision of some ICT resources to students. This is a fixed fee charged in conjunction with the Tuition Fee. There is no refund of Consolidated Fee available for inability to attend camps, excursions etc.

## **11. Payment of Fees**

1. A schedule of fees is produced annually. All fees are due and payable on the dates specified.
2. The payment of one term's fees in advance applies to all students commencing at the College.
  - a. For Students commencing at the start of the academic year this fee is payable in the September prior to commencement. For enrolments commencing at the start of the academic year and finalised after the September prior to commencement this fee is payable immediately.
  - b. For Students commencing after the start of the academic year, all fees including one term's fees in advance are payable immediately.
3. The College offers payment of fees by BPAY, direct debit, cheque, or credit card.
4. The College levies a \$150 late payment fee for fees owing at 30 days and a further \$150 if still owing at 60 days. Once the debt to the College is 90 days old, a debtor must be in regular communication with the Business Manager and enter into an agreement with acceptable repayment terms. Failing this, the College will commence legal proceedings for recovery and/ or exclude the student(s) from the College.
5. The Principal reserves the right to exclude a student from the College while any portion of the fees remains unpaid.
6. 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 obey 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.
7. A pro-rata charge is made for new students entering the College for the first time, after a term has commenced.
8. If parents temporarily withdraw a pupil for one term or more, a holding fee is applied at the discretion of the Principal.

9. 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.
10. Fees are subject to alteration at any time by Council and parents will be notified in writing of any such alterations.
11. Extra subjects such as music and speech may be arranged through the College. A scale of charges for these is available on request.
12. Discounts: A discount of 10% of the net tuition fees applies to the second sibling in a lower year level attending the College at the same time and 25% for subsequent siblings in lower year levels. Sibling discounts are not applicable to students in receipt of any other discount, bursary or scholarship.

## **12. 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;
- important information about the Student is not provided in full;
- 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.