



## Enrolment Terms and Conditions

### 1. Purpose

- 1.1 Heritage College (the **College**) is a co-educational day school for boys and girls from Prep to Year 12, with an early learning centre for girls and boys from three years to five years. As an open-entry, non-selective day school, the College is a welcoming, diverse community offering a values-based education in a strong Christian tradition that helps to develop the resilience and strong character Students need to face life beyond school.
- 1.2 This document sets out the terms and conditions under which Students are enrolled at the College. The College reserves the right to vary and amend the Terms and Conditions of Enrolment from time to time. Notice of changes will be provided to Applicants.

### 2. Educational services provided

- 2.1 The College provides educational services that are within the scope of the College's registration, being:
  - (a) Preparatory – Year ten under the Victorian Foundation-10 priorities and standards (or equivalent if superseded) (P – 10).
  - (b) Senior secondary courses which are normally provided in Years 11 – 12, including the Victorian Certificate of Education (VCE) and the Victorian Certificate of Applied Learning (VCAL).
  - (c) The College also operates an Early Learning Centre.
- 2.2 The College does not guarantee all subjects in Senior Secondary School will be available for selection. Depending on subjects chosen, some subjects may be delivered by external providers.
- 2.3 The holistic development of the Student 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.
- 2.4 A proportion of funds raised or fees collected on behalf of the College may be applied to the conduct of the College's Early Learning Centre.
- 2.5 Prior to an offer of enrolment, the Applicant is required to provide all relevant information and supporting documents in relations to a Student's enrolment. This includes (but is not limited to) any additional learning needs, educational history and assessments, legal or court orders, relevant medical records or other factors that may be relevant to a Student's education or welfare.

### 3. Continued Enrolment

- 3.1 This document sets out the Terms and Conditions of Enrolment at the College.
- 3.2 In signing the Enrolment Agreement, the Applicant and Student agree to these Terms and Conditions of Enrolment and the College's Rules, Policies and Procedures, which may be changed during the period of enrolment at the discretion of the College. Apart from those documents specified as part of the Enrolment Agreement, the College's Rules, Policies and Procedures do not form part of the Enrolment Agreement.
- 3.3 Enrolment at the College commences in the first year of a Student's enrolment and continues each subsequent year until completion of Year 12 or until the Student is otherwise withdrawn or removed from the College.
- 3.4 The holistic development of the Student 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.

### 4. Application for Enrolment to the College

- 4.1 A Student's name will be registered on payment of an Application Fee. The Application Fee covers administrative costs and is non-refundable. An application is a pre-requisite to admission but not a guarantee of enrolment.



- 4.2 It is the responsibility of the Applicant to ensure the College is informed of any changes to contact details. An application may be removed from the waiting list if after repeated attempts, the Applicant is unable to be contacted.
- 4.3 If the Applicant accepts the offer of enrolment, a non-refundable payment of a Commitment Fee is required within the stipulated time frame as noted in the offer correspondence.
- 4.4 The Commitment Fee must be paid to accept a letter of offer of enrolment and confirm enrolment. It is not transferable.

## **5. Disclosure**

- 5.1 The Applicant acknowledges that the Enrolment Application 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.
- 5.2 The Enrolment Application forms part of the Enrolment Agreement, and failure to complete the Enrolment Application honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- 5.3 The College reserves the right to obtain further information regarding the Student including all academic information, College reports, living arrangements and all medical and other reports regarding the Student, if applicable.

## **6. Expectations of Students and Applicants**

- 6.1 All Students and, where applicable, the Applicants are required to abide by the College policies and procedures (as introduced or amended or varied from time to time) including but not limited to those concerning:
  - (a) codes of conduct;
  - (b) the care, safety and welfare of Students;
  - (c) Student behaviour, discipline and standards of dress;
  - (d) anti-harassment and discrimination;
  - (e) technology and social media use; and
  - (f) grievance procedures.
- 6.2 Failure to abide by the College policies may result in disciplinary action for the Student or cancellation of enrolment.
- 6.3 Applicants agree to assist the College in discharging its obligations under the *Child Wellbeing and Safety Act 2005* (Vic) by participating in any investigations in relation to allegations of "reportable conduct", or taking any other steps to assist the College with its child safety statutory obligations, if requested to do so by the College or a regulatory authority.

## **7. Communication & Privacy**

- 7.1 The Applicant is required to provide copies of all existing court or parenting orders and parenting plans at the time of enrolment and any amendments during the period of enrolment. The Applicants will at all times act in accordance with any relevant court orders or parenting plans. The College will uphold any court order with regard to access/custody arrangements.
- 7.2 The Principal will determine whether any teachers need to be informed of any existing court or parenting orders and parenting plans.
- 7.3 Under no circumstances will the College release addresses or contact details of a Student or Parent, to another Parent without a court order, unless there is consent by both Parents involved.
- 7.4 Staff will not become involved in resolving disputes concerning Student family matters.
- 7.5 If there is reason to believe the Student's safety may be at risk, the College will act in such a way which prioritises the safety of students and staff including if necessary, supervising the Student in secure surroundings until the College is satisfied that it can release the Student into the care of Parents or another suitable party, and, further the College will act at all times in accordance with any child safety reporting obligations.



- 7.6 The provision of misleading representations 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 moral character is providing adequate and appropriate supervision and care for a Student.
- 7.7 Applicants and guardians are obliged to keep the College updated at all times of any changes to family or living arrangements and agree to provide copies of all parenting plans, court orders and other relevant documents to the College in a timely manner. The Applicants acknowledge that a failure to keep the College informed in this manner compromises the ability of the College to discharge its duty of care to any affected student.
- 7.8 The College may 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.
- 7.9 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.
- 7.10 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.
- 7.11 Under the *Privacy Act 1988 (the Act)*, the College is required to provide Applicants with certain information as to how the School handles Applicants' personal information and how the College will comply with the requirements of the Act and the Australian Privacy Principles. This information is set out in the College Privacy Policy which is available on the College's website. 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.
- 7.12 The College requires the Student and the Applicant read the College's Privacy Policy and refer any queries or concerns with respect to its content to the College Privacy Officer at [privacy@heritagecollege.vic.edu.au](mailto:privacy@heritagecollege.vic.edu.au). Applicants acknowledge and accept the College's Privacy Policy and consent to the collection, use, disclosure, retention and destruction of personal information throughout the Student's enrolment at the College, as provided for by the Privacy Policy. The Applicant may at any time opt out of receiving any marketing communication by contacting the College at [admin@heritagecollege.vic.edu.au](mailto:admin@heritagecollege.vic.edu.au). There is no charge or penalty for opting out from any marketing communication.
- 7.13 Information collected in this document and during the enrolment process can be provided, in certain circumstances, to the Australian Government, Victorian Government and designated authorities. In other instances information collected on this document or during the process can be disclosed without Applicants' consent where authorised or required by law.
- 7.14 The College is aware of its positive exceptions to privacy including the obligations falling on particular staff (teachers, College counsellors, College Leadership etc.) relating to mandatory reporting, as well as the obligation on the College under the Child Information Sharing Scheme and on the Principal relating to reportable conduct, and those obligations of all staff under the College's child safety policies and procedures.

## 8. Attendance

- 8.1 The College is committed to accurate recording and rigorous monitoring of the attendance of all Students and to responding promptly to any attendance issues that may occur.
- 8.2 Attendance records are maintained electronically. Teachers record attendance at the commencement and end of each school day. Any absence during the school day is notated by teachers.
- 8.3 Where no advice has been received from an Applicant, the College will attempt to ensure contact is made between the Applicants or nominated contact and the College Office to enquire as to the reason for the student's absence.



- 8.4 The Student must attend the College on the dates and between the hours advised by the College.
- 8.5 After holiday periods the Student is expected to return to the College on the dates fixed by the College unless permission is obtained from the Head of School.
- 8.6 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 Head of School.
- 8.7 It is the Applicant's responsibility to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 8.8 All attendance records are maintained until a Student reaches 25 years of age or as otherwise required by law. Attendance records include notes, emails and phone records.
- 8.9 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.
- 8.10 The Student, and the Applicant if required, must attend and participate in all co-curricular activities including chapel and religious services, class excursions, camps, music rehearsals and performances, sport training and matches and other such activities unless exempt due to medical reasons or similar. Co-curricular activities may be held on the weekend or before or after normal College hours.
- 8.11 Should a Student not be able to attend a class camp or excursion or activity, approval should be sought from the relevant Head of School.
- 8.12 If a Student's attendance falls below 90% attendance in a College term, the College will investigate further. Where concerns exist, the College may require an interview with the student's Applicants.
- 8.13 If the student's attendance remains unacceptable to the College, the Principal may decide to make a formal referral to the Department of Education or appropriate regulatory body.

## 9. Fees and payment

- 9.1 All Fees, Levies and Charges must be paid by the due date unless another arrangement has been pre-agreed in writing between the Applicant and the College.
- 9.2 Time for payment shall be of the essence and will be stated on the invoice or any other forms.
- 9.3 All Fees, Levies and Charges are subject to change. Fees, Levies and Charges are set by the Fee Schedule available on the College website. The Applicant must pay the current rate of Fees, Levies and charges set by the Fee Schedule available from the College. Tuition Fees are different for different year levels and are set by the Fee Schedule available from the College.
- 9.4 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card or by direct credit, or by any other method as agreed to between the Applicant and the College.
- 9.5 GST and other taxes and duties that may be applicable shall be added to the Fees except when they are expressly included in the Fees.
- 9.6 The Application Fee must be paid for the Enrolment Application to be considered by the College. It is non-refundable. The Application Fee is a once off payment per family. All sibling enrolments do not attract the Enrolment Application Fee.
- 9.7 Fees do not include some items, including most sporting trips away from the School, optional camps or voluntary instrumental music lessons.
- 9.8 Where there is more than one Applicant, all Applicants will be jointly and severally responsible for payment of the College's fees, charges, and levies. Responsibility for Fees, charges and other levies remains jointly and severally with all Applicants irrespective of what may happen to the relationship of the Applicants.
- 9.9 All invoices and statements are sent by email. It is the responsibility of the Applicants to ensure the College is informed of any changes to contact details. An application may be removed from the waiting list if, after repeated attempts, the Applicants are unable to be contacted. A request to add or delete account billing nominees can be made in writing. The College may agree to add new billing nominees at its sole discretion.
- 9.10 These Terms and Conditions of Enrolment do not affect the rights of the Applicant to take action under the *Australian Consumer Law* if the Australian Consumer Law applies.



## 10. Sibling Discounts

- 10.1 The College may offer discounts on Tuition Fees to siblings, as determined by the College. Sibling discounts may apply to the second and subsequent Students from the same family attending the College from Prep to Year 12.
- 10.2 Sibling discounts do not apply to Early Learning Centre Tuition Fees.
- 10.3 Sibling discounts do not apply to the school levies.
- 10.4 Students must be from the same immediate family and be attending the College at the same time to be eligible for sibling discounts.
- 10.5 The Student in the highest year level in a family is subject to the appropriate discounted Tuition Fee. As siblings leave the College, the sibling discount is recalculated for the remaining students in that family.

## 11. Early and Voluntary Payments

- 11.1 The full year's Tuition Fee is invoiced at the end of term 3 of the previous year and can be paid in full or in instalments.
- 11.2 Tuition Fees paid in full before the Early Payment Date may receive a discount on Tuition Fees for Prep to Year 12 students. The discount does not apply to Early Learning Centre Tuition Fees, Levies or the Charges.
- 11.3 Families who choose to pay Tuition Fees in instalments can pay fees per term or over a monthly or fortnightly instalment plan. Families who choose an instalment option must enter into a direct debit arrangement with the College. Direct debit forms will be forwarded upon confirmation of enrolment.
- 11.4 Where payment of Fees is by instalments, all Fees and Charges for the year must be paid in full within that school year.
- 11.5 The College operates a Building Fund and a Scholarship Fund. Donations are gratefully received and assist with the further development of the College facilities. Voluntary contributions towards the building and scholarship fund are tax deductible donations. Further details concerning the College Building Fund may be obtained from the Accounts Office at [accounts@heritagecollege.vic.edu.au](mailto:accounts@heritagecollege.vic.edu.au).

## 12. Overdue Accounts

- 12.1 Late payment of Fees and Charges may lead to a debt recovery process by the College. The College is authorised to take such action deemed necessary to recover unpaid Fees or Charges, including recovery costs.
- 12.2 Any overdue accounts may result in late fees, suspension of enrolment, exclusion of the Student from certain activities, termination of enrolment and recovery via legal action.
- 12.3 Families who may be experiencing financial difficulties are encouraged to contact the Bursar in advance of payment dates to negotiate suitable arrangements.
- 12.4 If the College considers it relevant, the Applicant agrees to the College obtaining a Commercial Credit Report from a Credit Reporting Agency.
- 12.5 These Terms and Conditions of Enrolment do not affect the rights of the Applicant to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

## 13. Withdrawals

- 13.1 If the Applicant wishes to withdraw the Student from the College, including the Early Learning Centre, the Applicant must give to the College one full school term's notice in writing signed by each of the persons who signed the Enrolment Application. In default of such notice, one term's Tuition Fees will be charged in lieu of notice.
- 13.2 No 'part of' a term or school holiday period will be included in determining the notice period.
- 13.3 No refund of Tuition Fees paid or waiver of any outstanding Tuition Fees will be made if the Student is withdrawn from the College during a term or is absent for any reason.
- 13.4 If the Student is withdrawn at the insistence of the College, the Applicant is liable for all Fees, Levies and Charges incurred before the date the Applicant is notified of the Student's enrolment at the College being terminated.



- 13.5 The withdrawal of a Student and subsequent re-enrolment of the same Student does not require a new Enrolment Application Fee. A new date of application will be allocated.

#### **14. Refunds**

- 14.1 The Enrolment Application Fee is non-refundable.
- 14.2 Pre-paid pro-rata Tuition Fees will be refunded within two months to the person/s who made the relevant payment or signatories on the letter of offer, if the required notice is provided.
- 14.3 A half term's notice is required to discontinue a special subject, or a Fee equivalent to a half term's Tuition Fee will be charged. A full term's notice is required to discontinue a co-curricular activity, or a Fee equivalent to a full term's Fee will be charged.
- 14.4 In the case of prolonged illness (one full school term or more), an application, accompanied by a medical certificate, may be made to the College for consideration of some remission of Tuition Fees. The College has full discretion to offer a refund.

#### **15. Health and Medical treatment**

- 15.1 The College must be kept up to date and informed of a Student's physical and/or medical needs, including any significant illness suffered or developed by the Student before and during their enrolment. 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.
- 15.2 The College must be immediately notified of any infectious or contagious illnesses or diseases which are contracted by a Student and that Student will not be permitted to attend College, or any College activity, until a medical clearance has been obtained in writing.
- 15.3 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.
- 15.4 In the event of an accident or medical emergency when it is impractical to communicate with the Applicant or nominated contact person, the Applicant authorises the Principal to authorise medical, surgical or other treatment as the College considers necessary in the best interests of the Student. The Applicant will indemnify the College for costs arising from any such emergency or urgent medical treatment.
- 15.5 Students may access the services of specialists such as the College Nurse, Counsellors and Chaplains. By accepting the Enrolment Agreement, the Applicant consents to these services being provided and for confidentiality between Student and specialist to be maintained without reference to the Applicant where the specialists deem that appropriate.

#### **16. Court Action**

- 16.1 Should the Student be the subject of any court action, particularly custody or access issues, being heard before the Family Law Court, the College shall not allow staff to issue statements or provide reports regarding the Student, except where instructed to do so by the Court itself.

#### **17. Intellectual Property**

- 17.1 Where the College has designed, drawn, written, or created educational systems, techniques and curriculum in relation to the Student, then the copyright in those designs, drawings, documents, systems, techniques and curriculum shall remain vested in the College, and shall only be used by the Applicant at the College's discretion.

#### **18. Personal possessions**

- 18.1 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. The College is not liable for any loss or damage to this property.
- 18.2 The Applicant will indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.



## **19. Device, Text and Musical Equipment –Loan**

- 19.1 Any Equipment the College provides to the Student shall at all times remain the property of the College, and is returnable on demand by the College. In the event that the Equipment is not returned to the College in the condition in which it was provided to the Student, the College retains the right to charge the price of repair or replacement of the Equipment.
- 19.2 The Applicant shall (on behalf of the Student):
- keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lend the Equipment; and
  - not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment; and
  - keep the Equipment, complete with all parts and accessories, clean and in good order as initially provided to the Student, and shall comply with any maintenance schedule as advised by the College.
- 19.3 The Applicant accepts full responsibility for the safekeeping of the Equipment and agrees to insure, or self insure, the College's interest in the Equipment.
- 19.4 The Applicant agrees to indemnify the College against physical loss or damage including, but not limited to, loss caused by accident, fire, theft and burglary and all other usual risks. Further the Applicant will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

## **20. Bring Your Own Device**

- 20.1 It is compulsory for each student in Years 7 to 12 to have their own computing device (eg. iPad, Chromebook, Laptop or MacBook), unless the Student is in a year level where the Student will be loaned Equipment.
- 20.2 The College will provide detailed specifications for the devices for years 7 – 9. These devices must be purchased through the College and will be supplied with the approved software.
- 20.3 Years 10 – 12 can supply their device of choice but the device must be to the specifications approved by the College and contain appropriate data protection software.
- 20.4 It is mandated that these devices meet the College's minimum specifications. Refer to the College website for more information.

## **21. Uniforms**

- 21.1 Details relating to College uniform requirements are distributed to newly enrolled families upon enrolment.
- 21.2 The Fees, Levies and Charges do not include the cost of uniform.

## **22. Disciplinary action**

- 22.1 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.
- 22.2 Disciplinary action may be implemented against the Student in line with the College's Behaviour Management Policy and Procedures. Disciplinary action may include suspension, detention and 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.
- 22.3 If the Principal suspends the Student, the Applicant shall be notified and the period for which the suspension shall operate.
- 22.4 If suspended, the Student shall not enter the College grounds for any purpose during the period of suspension without the express permission of the Principal. The Student shall be the sole responsibility of the Applicant during the period of suspension.



22.5 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 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, but is not limited to, termination of enrolment.

## 23. Termination

23.1 The Enrolment Agreement may be terminated:

- (a) in accordance with the provisions of the Enrolment Terms and Conditions,
- (b) in accordance with the Parent Code of Conduct;
- (c) in accordance with the Student Handbook; or
- (d) as permitted by law.

## 24. Definitions

**“Applicant”** means the person/s set out in the Enrolment Application being the Parent’s and/or Guardian/s of the Student listed in that Agreement and if more than one, each of them jointly and severally.

**“Application Fee”** means the non-refundable fee required to be paid with an Enrolment Application form.

**“Building Fund”** means a fund operated by the College to assist with the further development of the College facilities.

**“Charges”** means non-Tuition Fees including, but not limited to Levies, IT charges, consolidated charges, camp, excursion charges, charges for elective subjects, school materials, medical expenses and other expenses referred to in these Conditions of Enrolment.

**“College”** means Seventh-Day Adventist Schools (Vic) Ltd T/A Heritage College, its successors and assigns or any person acting on behalf of and with the authority of Seventh-Day Adventist Schools (Vic) Ltd T/A Heritage College.

**“Commitment Fee”** means the fee payable at the time of enrolment required to accept an offer of enrolment for the Student. This payment will be refunded at the commencement of the second term of the year in which the Student joins the College. The College reserves the right to change, amend or waive the Commitment Fee at the discretion of the Principal.

**“Disability”**, in relation to a student, means:

- (a) total or partial loss of the student’s bodily or mental functions; or
- (b) total or partial loss of a part of the body; or
- (c) the presence in the body of organisms causing disease or illness; or
- (d) the presence in the body of organisms capable of causing disease or illness; or
- (e) the malfunction, malformation or disfigurement of a part of the student’s body; or
- (f) a disorder or malfunction that results in the student learning differently from a student without the disorder or malfunction; or
- (g) a disorder, illness or disease that affects a student’s thought processes, perception of reality, emotions or judgment or that results in disturbed behaviour.

**“Early Payment Date”** means the date required to obtain the discount for payment of annual tuition fees in full. It may be specified in the Tuition Fee invoice or otherwise communicated to Parents.





**“Enrolment Agreement”** means the Agreement comprised of this Policy, the Terms and Conditions of Enrolment, Parent Code of Conduct and Student Handbook.

**“Enrolment Application”** means the application form for enrolment at the College in relation to the Student. This form may be completed in hard copy or by online process.

**“Equipment”** means computing devices, textbooks and musical instruments.

**“Fee Schedule”** means the list of fees published on the College website.

**“Fees”** include the Application Fee, Commitment Fee and Tuition Fees.

**“Levies”** means annual items not covered under Charges as itemised on the College website.

**“Parent”** refers to the parent/s and or guardian/s of the student enrolled at the College, and if more than one, each of them jointly and severally.

**“Principal”** means the Principal of the College, or the Principal’s delegate.

**“Student”** means the Student named in the Enrolment Application.

**“Terms and Conditions of Enrolment”** means the College’s conditions of enrolment which the Applicant will agree to be bound by when accepting any offer of enrolment made by the College, as amended from time to time.

**“Tuition Fees”** means the annual fee per Student applicable for each year level in the College’s Early Learning Centre and from Prep to Year 12 payable on the date listed in the Fee Schedule.

## **Evaluation**

This document will be reviewed every three years.

Ratified by Heritage College School 27th July 2021

**TO BE REVIEWED 2024**