Bayside Christian College
"Unity and Maturity in Christ"

Terms of Enrolment

These Terms of Enrolment for Bayside Christian College (the "**College**") set out the terms and conditions on which students are enrolled at the College.

1. Principles

The College aims to ensure that:

(a) It operates its business efficiently and in a manner that is financially responsible and fair for all families – collectively and individually;

(b) All families understand their responsibilities as to the amount, timing and payment of Tuition Fees and Charges; and

(c) The College does not suffer loss from non-payment or slow payment of Tuition Fees and Charges.

2. Definitions

Word/s	Definition
Out-of-Routine Activities	Including (but not limited to) incursions, single-day excursions, overnight excursions, camps, interstate trips, international / exchange / cultural trips and adventure activities.
Extracurricular Activities	Including (but not limited to) music lessons, sports lessons.
Other Activities	Including (but not limited to) attendance at the Year 12 Valedictory Dinner (parents/friends) and borrowings from the library beyond the due date (including losses).
Activity / Activities	Any one or more of Out-of-Routine Activities; Extracurricular Activities and Other Activities.
Charges	Charges levied by the College (on its behalf or on behalf of a third party) including (but not limited to) in relation to Activities.
Due Date	The date by which a Fee or Charge becomes due and payable as stipulated in the Schedule of Fees and Charges and Activity documentation (including for each instalment), respectively.
Parent, You, Your	The person or persons who have legal parental responsibility for the Student, including legal guardianship.
Student	The student nominated in the Application for Enrolment and enrolled at the School.
College's Policies and Procedures	All the policies and procedures, rules, regulations, guidelines, codes of conduct as introduced or varied by the College from time to time
Tuition Fees and Charges	The Annual Tuition Fee and all other fees and charges as outlined in the Schedule of Fees and Charges updated annually.

3. Enrolment Acceptance

Australian Family Law requires the signatures of both parents. If one parent should object to the enrolment of a Student at the College at any stage the enrolment will be placed under review, which could lead to withdrawal of enrolment at the discretion of the Principal.

4. Fees

Parents agree to pay the Tuition Fees and Charges in relation to the enrolment of their child(ren).

Tuition Fees and Charges are set by the College Board and may be changed annually at its discretion. The current Schedule of Fees and Charges is published on the College's website. A proportion of funds raised, or fees collected by the College, may be applied to the conduct of the College's Early Learning Centre.

Unless the College has agreed otherwise, the Parents are jointly and severally liable for the payment of all fees and charges invoiced by the College in relation to a Student's initial and ongoing enrolment. This joint and several liability will continue regardless of any changes to the relationship between the Parents, any court order as between the Parents, or any child support or other arrangement between the Parents regarding payment of fees.

5. Terms

By enrolling Your child/ren at the College, You confirm that You:

- have read, understood and agreed to these Terms of Enrolment;
- understand the financial commitment as to Fees, and as to both their amount and timing; and
- will pay all Fees by the stipulated Due Date.

By consenting to Your child/ren's participation in Activities being conducted by or on behalf of the College, You confirm that You:

- will read, understand and agree to any relevant Terms and Conditions and any other documents provided by the College to You in connection with the Activity;
- understand the financial commitment as to Charges, and as to both their amount and timing; and
- will pay all Charges by the stipulated Due Date.

6. Account

- The College publishes its Schedule of Fees and Charges (available on the website) in advance of the last quarter of a year for the following year. This schedule contains (among other things) the relevant Tuition Fees for each year level (ELC-12), the Tuition Fee per term and stipulates the relevant Due Dates.
- Tuition Fees will be charged to the family College account ("Account") ahead of the Due Date with the Due Date being noted.
- The costs associated with the conduct of some Activities are built into Your Tuition Fees. However, if the costs of an Activity, in whole or in part, are not covered in Tuition Fees, You will be asked to pay for all such costs in the form of resultant Charges.
- The manner in which Charges are levied will be advised by the College representative(s) associated with the Activity. You will also be advised of the Due Dates of those Charges.
- At the College's discretion, Charges may be levied directly to You or added to Your Account.
- Failure to pay a Charge levied directly to You by the Due Date will, at the College's discretion, result in that Charge being transferred and added to Your Account and will then, together with all other Tuition Fees and Charges comprising the balance of Your Account, become subject to the College's Overdue Account Provisions.

7. Overdue Account Provisions

- If Your Account includes amounts for which the Due Date has passed (**"Overdue Amounts"**) by more than 14 days, and unless You have made prior arrangements for payment with the Finance Manager, at the College's discretion:
    - discounts including (but not necessarily limited to) sibling discounts (refer Schedule of Fees and Charges) may be withdrawn;

- Your child/ren may be disqualified from participation in upcoming Activities;
- Your child/ren may be disqualified from participation in scheduled classes;
- Your child/ren's enrolment may be suspended or terminated;

provided the College has given You a reminder notice of the overdue amount at least 7 days before any such withdrawal, disqualification, suspension and/or termination.

- Any delay or failure by the College to strictly enforce these Terms and Conditions, or any agreement by the College not to strictly enforce them, or any agreement to defer payment, will not operate as a waiver of the College's rights in relation to such amounts.
- If a payment to the College is declined or if the College refers an outstanding amount to an external debt collection agency, You agree to reimburse the College for any costs or expenses arising therefrom.
- If You require alternative payment arrangements, please contact the College's Business Manager prior to the Due Date.

8. Right of Offset

Any amounts payable to You from the College will be credited to the Account and will be offset against any current or future amounts outstanding on the Account. If, at the closing of an account, an amount remains payable to You, that amount will be refunded.

9. Continued Enrolment

Subject otherwise to these Terms of Enrolment and related documents, once enrolled, a Student remains enrolled at the College from year-to-year (as assessed by the College for progression) until the completion of Year 12.

During the course of the Student's enrolment, Parents are required to inform the College of any change to their contact details, and any relevant information concerning the Student, such as:

- reports or assessments pertaining to the Student's learning, medical, physical, social and psychological needs,
- any change in family circumstances which may affect the Student's life at the College,
- any Court orders that may impact on the Student and of which the College should be made aware.

Parents are responsible for ensuring the ongoing accuracy and currency of Student and family information provided to the College. This may be done by advising the College in writing, either online or by mail.

Any failure to provide this information, or the provision of inaccurate information, will be treated as a breach of these Terms of Enrolment and may result in cancellation of enrolment by the College, where the College reasonably determines that it is not practical to continue the enrolment. Unless the College is supplied with a Court Order which provides otherwise, the College will proceed and act on the basis that each of the Student's Parents has equal parental rights and responsibilities in relation to the Student. If this situation changes, the Parents will immediately advise the College of the change. Parents indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parents. Any such changes will have no impact on joint and several liability regarding the Parents' financial obligations in respect of the enrolment.

10. Educational Program

The College offers a range of academic, co-curricular and pastoral programs to the Student.

The College reserves the right to vary its curricular, co-curricular and pastoral programs and teaching methods as it considers necessary and/or appropriate.

The College will endeavour to educate the Student with due care and skill, acting in the best interests of the Student individually where possible, and the student body generally.

The College does not make any specific promises or representations that the Student will achieve a specific level of academic achievement, and no such representations are to be implied on the basis of the College offering a place of enrolment to the Student for enrolment. The College will endeavour to provide every reasonable opportunity to the Student to achieve their best potential.

11. Externally provided subjects, such as VET, VSV, VSL, etc.

The College can offer a range of subjects pending on certain criteria that are provided by external providers. All fees must be paid upfront by parents/carers to the College by the communicated due date for the Student to be successfully enrolled.

12. Partnership with Parents

Parents are the first educators of their children. By enrolling a child in the College, Parents are entering into a partnership to promote and support their child's education, in particular their education in faith. Parents are required to attend the College's Parent Induction; the date and format of these sessions will be advised post enrolment acceptance. While the College promotes access to a Christian education, You agree that it is Your responsibility to support the College in furthering the spiritual and academic life of Your child.

13. Student Discipline

Students are required to uphold the College Christian values and to abide by the College's Policies and Procedures.

Parents agree to support their children in meeting these expectations. This includes parents taking responsibility for their child's actions and attitudes.

Disciplinary action may be taken against the Student if he/she fails to meet the College's expectations when and wherever this occurs. The College has absolute discretion to determine when disciplinary action is warranted and may apply such disciplinary measures that it deems appropriate in accordance with the College's Policies and Procedures. The financial obligations of the Parents will not be affected/diminished by such disciplinary action.

14. College Policies

The College will ensure that the College's Policies and Procedures are accessible to the Student and the Parents on the College's website and may make them otherwise available electronically, for example on the College Student and Parent Portal.

Parents agree to abide by and uphold the College's Policies and Procedures (as reasonably introduced or reasonably amended or varied from time to time) including, but not limited to, those concerning the following matters:

- anti-bullying and discrimination
- Cyber safety
- data sharing, information management and privacy
- complaints management and grievance
- parent and student codes of conduct
- standards of dress, appearance and behaviour of students
- the care, safety and wellbeing of students
- health and safety.

In the event of a conflict or inconsistency between the College's Policies and Procedures and these Terms of Enrolment, the term in the document that allows for the better administration of the College operations (as reasonably determined by the Principal) shall take precedence.

Parents agree that the College has absolute discretion in all of its operational and educational matters and offerings, and further agree to accept and comply with the College's decision on those matters.

The College, at all times, will determine the curriculum and co-curriculum, including which Activities are compulsory. The Parents must ensure that the Student participates in all aspects of College life, including compulsory activities such as religion, sport, excursions and camps, unless otherwise agreed by the Principal.

15. Communication

The College publishes regular updates to Parents containing important information. These updates are to be read by both Parents and the Student. Information so communicated is deemed to have been

received by Parents. It is the responsibility of Parents to ensure that they have read and understand all information in the updates.

16. Absences

- The Student is required to attend school on all school days during the scheduled school times (unless that is not possible due to unforeseen circumstances such as unexpected medical reasons). Students are strongly encouraged to remain at school until the published end-of-term dates.
- All requests for extended leave of absence must be submitted to the Principal in writing for approval at least one full term in advance (unless that is not possible due to unforeseen circumstances such as sudden illness). Apart from leave for medical reasons, requests for leave of absence are discouraged. Approval is not automatically granted. The granting of any leave of absence will be subject to the College's discretion.
- If the College approves the leave of absence, in order to hold the Student's enrolment open during the period of leave, and to reflect the impact on the College of the leave of absence, the College will require payment of 75% of the Tuition Fee for the period of absence such payment:
    - to be made in accordance at least 14 days prior to the leave commencing; and
    - being non-refundable, even if it is subsequently decided that the Student will not be returning to the College.
- If the leave of absence is declined, and the Parents nonetheless withdraw the Student:
    - the Student's current enrolment will be cancelled and, if the Parents request, an application for re-enrolment will be added to the wait list;
    - the vacant place will be offered to another student currently on the wait list;
    - if, upon conclusion of the period of absence, the College has no capacity to facilitate the Student's return, the College may at its discretion further defer or decline the re-enrolment.
- The College may also impose any other reasonable conditions on the continued enrolment of the Student at the College during the period of absence.
- The Parents acknowledge and agree that during any period of absence:
    - no support and/or assistance will be provided by the College;
    - any exams and/or assessment(s) and/or any other curriculum task(s) that fall in or around the absence will not be re-scheduled or amended in any way to take account of the absence;
    - the financial obligations of the Parents pursuant to these Terms of Enrolment will not be affected/diminished
    - standard termination notice periods as outlined in this document will apply if the Parents subsequently decide to withdraw the Student from the College, and
    - these Terms of Enrolment continue to apply, except where the College agrees otherwise.

17. Cancellation of Enrolment – by the College

At the discretion of the Principal, and in addition to any other right of cancellation in these Terms of Enrolment and related documents, the enrolment of a Student may be cancelled where:

- the Student's application or attitude to his/her studies is unsatisfactory,
- the student or their Parents fail to adhere to the College's rules, regulations or policies, or engage in conduct that is prejudicial to the College, its students or staff,
- the Principal considers that the relationship between the Student and/or Parents and the College, or its staff, has broken down irretrievably to the extent that it materially and adversely impacts on the College, any of its staff or the ability of the College to provide satisfactory academic, co-curricular and pastoral programs to the Student,
- there is failure to comply with College policies, inclusive of Early Learning Policies,
- circumstances exist whereby the ongoing enrolment of the Student at the College is considered to be untenable or to be not in the best interests of the Student or the College.

Tuition Fees and Charges are not generally refundable. There will be no refund of tuition or other fees where a Student's enrolment is suspended or cancelled, where this is reasonable to reflect the impact on the College of the suspension or cancellation (for example, inability to fill a last-minute vacancy). The College shall retain or be entitled to receive the Tuition Fees and Charges for the term in which the

suspension or cancellation of enrolment occurs. The Parents forfeit all right to recovery of those amounts and acknowledge that such payment of Tuition Fees and Charges will be a proper and genuine estimate of the loss and damages suffered by the College caused by such suspension or termination of enrolment and that such payment shall be properly considered to be by way of payment of liquidated damages.

18. Cancellation of Enrolment – by the family

Parents who wish to withdraw their child/ren must give a full term's notice in writing to the Registrar. The notice must be given no later than one week prior to the end of the preceding term. A full term's fees are charged when less than one full term's notice is provided. If this notice is not given, a term's fee in lieu and any associated costs will be charged, unless approved in exceptional circumstances by the Principal or delegate. For example, parents who wish to withdraw their child/ren at the end of Term 4 must give notice at the end of Term 3.

19. Medical

The College has limited personal accident insurance coverage for Students enrolled in the College. This insurance does not cover Medicare-related expenses or the "Medicare gap" and may not necessarily cover ambulance costs. The College strongly recommends families have their own Ambulance and Private Health Insurance.

If the Student sustains an injury or illness while attending school or taking part in school Activities, and the Parents cannot be contacted, the College is authorised to:

- administer such first aid as it considers reasonably necessary,
- arrange for the Student to be transported by ambulance, and receive any medical, dental or surgical treatment deemed necessary by a medical practitioner.

This authority exists in addition to any other medical consent provided by Parents to the College.

The Parents will be responsible for any expenses arising including (but not limited to) ambulance transport, medical, dental, surgical or hospital treatment of the Student.

20. Academic Reports

Academic reports are provided to Parents each semester.

Where Parents are separated or divorced, reports will be provided to both Parents unless a Court Order dictates otherwise.

21. Variation to Terms of Enrolment

The College reserves the right to vary these Terms of Enrolment from time to time with immediate effect where the variation is required in order to comply with changes in the law or other regulatory requirements, or otherwise with reasonable advance notice to the Parents. The current version of these Terms of Enrolment is available on the College website.

The enrolment, or continued enrolment, of a Student will signify acceptance by the Parents of the Terms of Enrolment in force at that time and agreement to be bound by them.

22. Information Technology

Any computers, tablets or mobile devices (Devices) accessing the College network will be required to first be enrolled in the appropriate device management system.

The College will provide and otherwise recommend the use of various Systems by Students. The enrolment, or continued enrolment, of a Student, and the use of or continued use of various Systems, will signify acceptance by the Parents of any Terms & Conditions associated with those Systems as provided by the provider of the Systems from time to time.

23. Privacy

The College collects personal information about Students and their Parents both prior to, and during the course of, a Student's enrolment at the College.

The College will take photos of Students undertaking various College-related activities in compliance with the College's Photography and Filming Policy.

The College's Privacy Policy sets out the manner in which the College collects, uses, protects discloses and provides access to personal information.

24. Student property

Students are responsible for any personal belongings brought to school. The College will not be liable for any loss or theft of, or damage to, such belongings.

25. Governing Law

The laws of the State of Victoria apply, and all parties submit to the exclusive jurisdiction of the courts of Victoria.