



St Leonard's College

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ABN 52 006 106 556 CRICOS 00343K

TERMS OF BUSINESS

This document sets out the terms and conditions under which students are enrolled at St Leonard's College. The information is current at the time of printing, but the College retains the right to alter these Terms of Business from time to time to meet changing conditions. A place in the College is subject to agreement by parents and students to abide by the College's policies and school rules. Such policies and rules are designed to enhance and assist in the delivery of educational programs. The Principal (or Principal's representative) will be happy to discuss any queries with parents or guardians of prospective students.

In this document:

- *Terms of Business* means these terms as amended from time to time by the College Council;
- *the College Council* means the St Leonard's College Council;
- *the College* means St Leonard's College ABN 52 006 106 556;
- *parents* means the parent/s or guardian/s of a student or proposed student (as the case may be);
- *fees* means tuition fees and other charges invoiced by the College, unless otherwise stated;
- *student* means a child that has been admitted and enrolled as a student of the College;
- *proposed student* means a child that is the subject of an application to become a student of the College.

ENROLMENT

1. An *Application for Enrolment* form is a prerequisite to enrolment and admission of a proposed student, but it does not provide any guarantee of a proposed student's admission as a student. When lodging an *Application for Enrolment* form a non-refundable administration fee must be paid to the College. On receipt of an *Application for Enrolment* form and payment of the administration fee, the College will give written acknowledgement and confirmation that the name of the proposed student has been added to the enrolment waiting list for the year and level nominated.
2. Priority for admission into the College is given on the following basis, to children:
 - of permanent staff members;
 - who are siblings of current students; and
 - of past students who have themselves attended the College for three years or more (except where a past student only attended the College's Early Learning Centre).

The College may also give special consideration for admission to children of Uniting Church ministers.

Places are reserved at some levels for scholarship awardees.

Priority of admission into the College's Early Learning Centre is given to *Applications for Enrolment* with the shortest period of time between the *Application for Enrolment* being received by the College and the date of the proposed student's birth.

3. Prior to admission (and as far ahead as practicable) the College will arrange an interview with parents and the proposed student. At this interview, or subsequent to it, proposed students generally undertake a test to identify strengths and possible areas where extra assistance may be required and to assist in appropriate placement. The scheduling of, or occurrence of an interview and/or test does not guarantee enrolment and is not an offer for admission of a proposed student as a student of the College. Offers for admission as a student will be made by way of written offer.
4. You must, before or at the time of interview, advise the College of any matters which may pertain to the educational, physical or psychological development of the proposed student. This information is of great importance in permitting the College to assess the needs of the proposed student. Failure to provide all relevant information is grounds for the College terminating the *Application for Enrolment* without notice. You must also advise the College of any change to this information in a timely manner and complete the annual update of family particulars at the beginning of each new school year.
5. A formal offer of enrolment into the College at year levels Prep to Year 12 is conditional upon, and remains unconfirmed until, the College receives:
 - a complete and signed *Acceptance of Enrolment Offer* form;
 - *Parent Information Form*; and
 - payment of the non-refundable admission fee specified in the *Acceptance of Enrolment Offer* form.
6. A formal offer of enrolment into the College's Early Learning Centre is conditional upon, and remains unconfirmed until, the College receives:
 - a complete and signed *Acceptance of Enrolment Offer* form;
 - *Parent Information Form*;
 - payment of the non-refundable admission fee specified in the *Acceptance of Enrolment Offer* form; and
 - a tuition deposit for Prep that is not transferrable, refundable or able to be deferred to a future year level except where the College is unable or unwilling to provide the student with enrolment in Prep. This deposit is deducted from the first account after the student has commenced in Prep.
7. All proposed students and parents applying to enrol a proposed student, acknowledge and agree unconditionally to accept all policies and rules of the College and to make all reasonable efforts to support and uphold the College's policies and rules. The College's policies and school rules are available on the College's website or by request. In the event that the College materially alters any of its policies or rules, the College will notify all parents and students.

FEES

8. The scale of fees for each academic year will be set by the College Council and notified to parents in the preceding year.
9. The College Council reserves the right to alter the scale of fees during the course of the academic year. Any increase will come into effect 28 days after written notification has been sent to parents.
10. The College will issue a fee account which will include, for example, charges to cover the costs of tuition, class sets of books and materials, year level camps, prescribed excursions (except for the year 9 'CUE Big Experience' and year 6 Canberra trip), publications, and provision of equipment and access to services.

11. Fee accounts are rendered one term and 30 days in advance of the commencement of each term except where:
- (existing families) a child/children of the same family is/are currently enrolled, and have attended, the College in 2013 – fee accounts are rendered 30 days in advance of the commencement of each term;
 - (recent families) a child/children of at least one parent has/have attended the College within the six years prior to the date of the student's *Acceptance of Enrolment* – fee accounts are rendered 30 days in advance of the commencement of each term;
 - (overseas students) a child is a full fee paying overseas student – fee accounts will be rendered twice a year; or
 - (students commencing during a term) a child commencing during any school term – fee accounts will be rendered as soon as practicable on acceptance of enrolment and charged on a pro-rata basis.
12. If a family has two or more children attending the College concurrently the following discounts apply to the cost of tuition:
- for the second child – 5% reduction in fees for the second child; and
 - for the third child – 15% reduction in fees for the third child; and
 - for the fourth (and subsequent) child – 50% reduction in fees for the fourth (and subsequent) child.
- The greatest discount applies to the fees for the lowest level.
13. The Cornish Campus Enhanced Discounts are no longer applicable except:
- where a student attended the Cornish Campus; and
 - in 2012 that student was transferred to the Brighton Campus to continue studies as a student of the College.
- Where a student is eligible for the Cornish Campus Enhanced Discount, the Cornish Campus Enhanced Discount will apply as follows:
- for the first child enrolled in Prep to year 6 – 6% discount on the cost of tuition; and
 - if a family has two or more children attending the College concurrently, the following discounts will apply to the cost of tuition:
 - for the second child concurrently in Prep to year 10 – 25%; and
 - for the third child concurrently in Prep to year 10 – 35%; and
 - for the fourth (and subsequent) child concurrently in Prep to year 10 – 50%.
14. Students eligible for the Cornish Campus Enhanced Discount, are not eligible for the discount set out in clause 12. Fees are due on the first day of each term.
15. Accounts may be paid by:
- (a) BPay;
 - (b) cheque or cash;
 - (c) debit card transaction or electronic funds transfer; or
 - (d) credit card (only Visa or MasterCard accepted).

Arrangements for periodic payment terms may be requested through the Finance Office.

16. All signatories to the *Acceptance of Offer of Enrolment* form are jointly and severally liable for fees payable as a result of enrolling a child at the College. This arrangement continues irrespective of any changes to the relationship between you and your co-signatory, any court order between you and any child support arrangements, or any other arrangements between you and your co-signatory, unless acceptance of any alternative arrangement is provided in writing by the College to you.
17. Fee accounts are invoiced to both parents unless one parent provides notification in writing that they will take sole responsibility for payment, or evidence that fees are subject to a court order. Written notification altering responsibility for payment does not alter the joint and several liability of a parent for the fees where they have signed the *Acceptance of Offer of Enrolment* form.

NON PAYMENT OF FEES

18. The College may at its absolute discretion grant parents periodic payment terms for fees.
19. Parents applying for periodic payment terms acknowledge and agree that, for the purposes of the College undertaking necessary credit assessments, the College may:
 - (a) obtain credit reports containing personal information about the applying parents pursuant to section 18K(1) of the *Privacy Act 1988* (Cth);
 - (b) obtain reports from credit reporting agencies and other information in relation to parents consumer or commercial credit activities, and
 - (c) to the extent necessary to obtain reports under 19(a) and 19(b) above, give credit reporting agencies information about the parents (including identity particulars and application details).

Parents applying for periodic payment terms also acknowledge and agree that in accordance with section 18N(1) of the *Privacy Act 1988* (Cth) the College may give to, and obtain from, any credit providers that may be named in a credit report issued by a credit reporting agency, information about the parents credit arrangements. The applying parents' understand that this information can include any information about their credit worthiness, standing, history or capacity as credit providers are allowed to give or receive from each other under the *Privacy Act 1988* (Cth).

Applying parents agree that information can be used for the purposes of:

- assessing their application for periodic payment (section 18L(4) *Privacy Act 1988* (Cth));
 - assisting them to avoid defaulting on their credit obligations;
 - assessing their credit worthiness and notifying other credit providers and credit reporting agencies of a default by the parents under these Terms of Business.
20. The College may charge interest at a rate equivalent to 2% in excess of the rate of interest for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) if payments are not received by the due date.
 21. Parents are liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by the College for enforcement of obligations and recovery of monies due from the parents to the College.
 22. The College may on 30 days written notice to the parents of a student discontinue the student's enrolment or cancel the new enrolment of a sibling if an account remains outstanding for more than 30 days.

INTERSTATE OR OVERSEAS TRIPS

23. All fees must be fully paid and up to date for a student to apply to join any interstate or overseas College trips.

WITHDRAWAL OF CHILDREN

24. Parents will provide one full term's notice in writing if their child/children will be withdrawn (temporarily or permanently) from the College. Where such notice is not provided, one term's fees will be payable per child withdrawn.
25. Parents will provide the College with advance written notice of a student's planned absence from the College for periods of one term or greater. A non-refundable holding fee must be paid for such absences annually in advance and is 10% of the tuition fee payable for enrolment of the student per term for a maximum period of three years. The tuition fee is determined by reference to the year level of the student at the time of written notice. Example: if the student is in year 9 at the time written notice is provided, the holding fee will be calculated at 10% of the per term tuition fee for year 9 students multiplied by the number of terms up to the maximum period. If the holding fee is not paid then the student's position at the College may lapse. The exception to this is when students are physically away from the College but have their schoolwork supplied and / or assessed by the College's staff. In such cases, full fees are to be paid during the time the student is absent.
26. Parents may be entitled to a pro-rata remission of fees in the event of a student being absent, through illness or accident, for twenty or more consecutive school days. All claims are subject to the production of medical certificates and/or other appropriate evidence as reasonably requested by the College.
27. Where a student is a scholarship awardee, the College may, at its discretion, require that the student's parents repay the amount of any scholarship received by the student where the student withdraws from the scholarship, or is no longer eligible to receive the scholarship.

DISCIPLINE

28. At the discretion of the Principal the College reserves the right to dismiss or suspend a student for any act of serious or continuous misconduct. The continued enrolment of a student at the College is subject to the student's good conduct and satisfactory performance. The Principal may, at his/her absolute discretion, cancel the enrolment of a student, at any time, without prior notice.
29. The Principal reserves the right to remove any student from the College on the grounds of unsatisfactory conduct or any other reason considered by the Principal to be reasonable in all the circumstances.

LOSSES DUE TO THEFT OF OR DAMAGE TO PROPERTY

30. The College prides itself on a level of care and the provision of a safe learning environment for all students. However, even in the safest environment, theft of and damage to personal property may occur. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from the theft or damage of property, howsoever caused.
31. Parents unconditionally release the College from any and all claims arising from the theft or damage of the parents' or their child's personal property, howsoever caused.
32. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
 - a. in defending a claim by the parents and/or their child arising from the theft of or damage of the parents' or their child's personal property; and
 - b. relating to claims that the parents' child has caused the loss or damage of property belonging to the College or a third party.

ACCIDENT AND PERSONAL INJURY

33. The College takes all appropriate care to provide a safe environment for all students, however accidents do occur. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from accident or personal injury howsoever caused.
34. To the extent permitted by law and subject to clause 35, parents unconditionally release the College, and any employees, directors or officers of the College, from any and all claims arising from accident or personal injury, howsoever caused (including accident or personal injury arising from any negligent act or omission of the College, its employees, directors or officers).
35. Where the College holds accident insurance for accidental injury or illness of students (who are injured or become ill as a direct result of their involvement in activities organised and supervised by the College, or associated with their enrolment at the College), parents may make a claim on that insurance policy on the terms set out in the *Accident Insurance Cover Claim Form*. The College makes no representation or warranty as to its liability to parents or students for any direct or indirect loss, cost or expense suffered or incurred by a student and arising from accident or personal injury howsoever caused, or that any cover held by the College will cover such loss, cost or expense.
36. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
 - a. in defending a claim by the parents and/or their child arising from accident or personal injury; and
 - b. relating to claims that the parents' child has caused or contributed to an accident or personal injury, howsoever caused.

BULLYING

37. The College is aware that bullying is an issue that may arise. The College has strict policies and rules on bullying, and parents should ensure that any allegations regarding bullying are notified to the College without delay. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from the bullying or alleged bullying of a student.
38. Parents unconditionally release the College from any and all claims arising from the bullying or alleged bullying of the parents' child.
39. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
 - a. in defending a claim by the parents and/or their child arising from bullying or alleged bullying of a student; and
 - b. relating to claims that the parents' child has bullied another student.

STANDARD OF EDUCATION

40. The College provides education at the highest possible level and full details of its curriculum are readily available. The College is not responsible for and excludes all liability where, in circumstances outside the College's control, a student does not meet the expected standards of education.
41. Parents unconditionally release the College from any and all claims relating to or arising from any allegation that the parents' child has not met expected standards of education.
42. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College in defending a claim by the parents and/or their child arising from an allegation that the child has not met expected standards of education.

COMPLIANCE WITH SCHOOL POLICIES AND RULES

43. Parents and students acknowledge having read the school policies and rules, and agree to be bound by same, including as amended from time to time.

PROVISION OF INFORMATION

44. Unless otherwise agreed in writing by all signatories to the *Acceptance of Offer of Enrolment* form, or unless court orders specify otherwise, the parents agree that any signatory to this application may request and receive information about the student, including but not limited to school reports.

LEGAL CONSTRUCTION

45. These Terms shall be governed by and interpreted according to the laws of the state of Victoria and the College and parents' consent and submit to the exclusive jurisdiction of the courts of Victoria.
46. If any provision of these terms is held to be invalid, illegal or unenforceable (in whole or in part) such provision shall be deemed not to form part of these terms and is to be omitted without effecting the legality of the remaining terms, which continue in full force and effect.

THE PRIVACY ACT PROVISIONS AND THEIR APPLICATION AT THE COLLEGE

47. The College abides by the requirements of the *Privacy Act 1988 (Cth)* and *Health Records Act 2001 (Vic)*. A copy of the College Privacy Policy is available for viewing on the College website at www.stleonards.vic.edu.au
48. The College collects personal information, including sensitive information about students and parents before and during the course of enrolment at the College. The primary purpose for collecting this information is to enable the College to provide the most appropriate schooling for a student.
49. Information is also collected to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care. For example, information is required from parents of students up to and including year 6 to complete and sign the registration form for out of hours care, even if parents do not intend to regularly use out of hours care. This authorises the College to have students cared for by qualified staff in its out of hours care program in case of emergencies.
50. Laws governing or relating to the operation of schools require that certain information is collected. These include Public Health and Child Protection laws. Health information about students is sensitive information within the terms of the National Privacy Principles under the *Privacy Act 1988 (Cth)*. Parents are asked to provide medical reports about their children from time to time. It is a requirement of the College that the completed *Medical Profile and Information* form (and vaccination certificate for children in the Junior School) is completed prior to commencement.
51. The College at times discloses personal and sensitive information to others for administrative and educational purposes. This includes to other schools, government departments, medical practitioners and people providing services to the College, including specialist visiting teachers, coaches and volunteers. In the enrolment process, the College may request information from a child's current or previous school or educational setting to assist in the facilitation of the transfer and the provision of the most appropriate educational program at the College. If we do not obtain the information referred to above we may not be able to enrol or continue the enrolment of your child.
52. The College is increasingly using electronic communication to provide information to, and seek responses from, members of the College community. Course guides, College newsletters and other communications are posted on the website, and the use of electronic communications to parents is increasing.

53. Parents are required to notify the College of any changes in contact details (address, telephone, email), and to notify the College of any information which may affect the College's care for its students, including medical updates, or details of any court orders which affect a student.
54. There are times when the College's students are involved in activities that are of interest to the media and that portray students and the College in a positive manner. Photographs of students may be used in the media, in College documents (newsletters, magazines or website), or in advertising. Photographs are taken with the knowledge of the College, or by staff responsible for a particular activity. Parents who do not wish for their child's photograph to be used are required to notify the College in writing prior to the student's commencement if they do not give this permission. There are also times when student work may be displayed, published or photographed for educational or promotional purposes.
55. Students may also seek access to personal information about themselves. Personal information collected from students is regularly disclosed to their parents. Parents may seek access to personal information collected about them and their child by contacting the College. However, there will be occasions when access is denied. Such occasions may include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the student, or where students have provided information in confidence.
56. From time to time the College engages in fundraising activities. Information received from parents may be used to make an appeal to them. Personal information will not be disclosed to third parties for their own marketing purposes without parental consent.
57. Family contact details will be included in a year level list unless the College is advised otherwise in writing.
58. If the College is provided with the personal information of others, such as doctors or emergency contacts, parents are encouraged to inform them that they are disclosing that information to the College and why, that they can access that information if they wish and that the College does not usually disclose the information to third parties.

