



CONDITIONS OF ENROLMENT

These Conditions of Enrolment and any document referred to in them set out the terms of the enrolment contract between the Parents and the Anglican Schools Corporation (Corporation). Please ensure that you read them carefully and understand them before signing them.

1. Acceptance of Offer of Enrolment

- 1.1. An offer of enrolment must be accepted in writing by both Parent(s) where appropriate unless the School agrees to waive this requirement. Upon acceptance all signatories to these Conditions of Enrolment will be jointly and severally liable in respect of the obligations contained in or arising under these terms and conditions.
- 1.2. The acceptance in writing of the offer must be accompanied by the bond (if applicable) and fees as are advised by the School prior to or at the time of making an offer of enrolment.
- 1.3. If Parent(s) wish to defer the entry of a student to a different calendar year to the initial request, the School will advise whether it is able to agree to this. If it is unable to agree, the Student will be placed on a waiting list for the requested year but enrolment cannot be guaranteed and any enrolment application fee may be forfeit.

2. Conditional Enrolment

- 2.1. The Parent(s) must fully disclose to the School all needs and/or changes in needs of the Student (including, without limitation, any medical, physical, learning or psychological needs) at the time of applying for enrolment and subsequently during the period of the enrolment of the Student at the School.
- 2.2. All enrolments are conditional upon the School being satisfied in its discretion that the Student's needs can be met by the School. The School may cancel the enrolment if it determines prior to the start of the enrolment that the Student's needs cannot reasonably be met.
- 2.3. The School may require Parent(s) to provide reports, plans and assessments necessary to determine the particular needs of the Student.

3. Progress of Student

- 3.1. The School may determine minimum standards of effort, attitude and behaviour to be required of the Student before they will be allowed to progress to the next academic year level.
- 3.2. If the School reasonably considers that the progress of a Student is unsatisfactory and that the School can no longer meet the Student's needs it may require the Student to repeat the

academic year, exclude the Student from certain activities, temporarily suspend the Student or, by giving the Student not less than one term's notice, cancel the enrolment of the Student.

4. Fees and Charges

- 4.1. The Corporation determines the fees and charges that will be payable from time to time which are set out in a Schedule of Fees which will be provided to the Parent(s) from time to time. The Schedule of Fees is revised regularly and may be amended each year. Where possible, the School will give not less than one (1) term's notice of any change to the Schedule of Fees.
- 4.2. Fees and Charges are also levied for boarding (where applicable), co-curricular activities, elective subjects and sport. These will be advised to Parent(s) from time to time.
- 4.3. The School may also incur expenditure for the Student's needs on behalf of the Parent(s) as it reasonably considers necessary, which may be added to the Parent(s)'s school account.
- 4.4. All medical expenses incurred on behalf of a Student must be reimbursed by the Parent(s).
- 4.5. All Fees and Charges must be paid on or before the due date set out in the fees notice or a direct debit payment plan acceptable to the Corporation in place on or before that date.
- 4.6. If Fees and Charges are outstanding, the Student may not be permitted to participate in any discretionary activities offered by the School, including excursions or school trips.
- 4.7. If fees are not paid within 21 days of the due date or in accord with the agreed direct debit payment plan an overdue charge may be levied from the due date. This charge reflects the loss which may be incurred by the School as a result of the late payment. The charges payable from time to time can be obtained from the School or from the Corporation.
- 4.8. If Fees and Charges are not paid within 60 days of the due date the Student's enrolment may be suspended unless the School agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the enrolment of the Student being cancelled without further notice.
- 4.9. For so long as Fees and Charges remain outstanding the School may refuse to accept an application for enrolment from any other child of the Parent(s).
- 4.10. Fees will not be remitted in whole or part if the Student is absent due to illness, leave or suspension.
- 4.11. If students are undertaking activities which incur extra fees or charges, not less than six (6) weeks' notice must be given to discontinue these activities or six (6) weeks' fees for these activities will be charged unless the School in its reasonable discretion agrees to waive some or all of those fees.
- 4.12. The School or the Corporation may take debt recovery action to collect overdue Fees and Charges. The Parents will be liable to reimburse the School or Corporation (as the case may be) for all costs thereby incurred, including legal fees and debt recovery agent's fees.

5. Withdrawal of Students

- 5.1 Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that parent/carer(s) advise the School in writing of the name of the school the Student will be attending and the grade the Student will be entering at the new school.
- 5.2 Subject to 5.3, if the Parent(s) wish to withdraw the Student from the School, notice given must be not less than one full term's notice to expire at the end of a term.
- 5.3 If the School does not give at least one term's notice of an increase in the Fees payable by the Parent(s), the Parent(s) may withdraw the Student from the end of the term in which the notice of the Fee increase was given provided notice of withdrawal is given to the School within 14 days of the date on which the notice of the Fee increase was given.
- 5.4 If the required notice of withdrawal of a Student is not given and the school is not reasonably able to immediately fill that place for that term, the Parent(s) must pay a School term's fees plus GST in lieu of notice.

6. Obligations of Students

- 6.1. Students are required to demonstrate high standards of behaviour and:
- a) abide by the School Rules and Codes of Conduct as they apply from time-to-time.
 - b) behave courteously and considerately to each other and to staff, visitors and other members of the School community at all times.
 - c) not do anything which may bring the School into disrepute, including in print, social or electronic media.
 - d) support the goals and values of the School.
 - e) meet the minimum standards of effort, attitude and behaviour required by the School.
 - f) attend and, as required, participate in:
 - (i) chapel services and assemblies;
 - (ii) the School sports program;
 - (iii) important school events such as Speech Day or other events determined by the Principal;
 - (iv) Christian living/Biblical studies classes;
 - (v) other activities and camps and excursions that are an integral part of the School curriculum.
 - g) wear the School uniform as prescribed including when travelling to and from school and on all School occasions unless otherwise authorised, and follow conventional standards of appearance while at School or participating in School activities in accordance with the School's guidelines and the expectations of the School community.
 - h) attend the School during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted.

7. Obligations of Parent(s)

7.1 The Parent(s) must:

- a) accept and abide by the requirements and directions of the Corporation and the Principal relating to the Student or students generally and not interfere in any way with conduct, management and administration of the School.
- b) be aware of, acknowledge and support the Corporation's Vision, Mission, Strategic Objectives and Philosophy of Education published on the Corporation's website, www.tasc.nsw.edu.au
- c) support the goals, values, Christian foundation and activities of the School.
- d) view the School's parent portal on a regular basis and read the School newsletter and other communications from the School.
- e) ensure the Student has each item of officially required uniform, clean and in good repair, and all other requirements such as textbooks and stationery and other equipment reasonably specified by the School.
- f) communicate with students, parent/carer(s), visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the School from time-to-time and observe the Parent Code of Conduct.
- g) while on School premises or attending School activities, comply with School procedures, requests of School staff, the Code of Conduct and any applicable code of conduct of any sporting association of which the School is a member, and encourage others attending in relation to the Student to do the same.
- h) accept and abide by the directions of the School and School staff in relation to picking up and dropping off the Student at or near the School's premises.
- i) use their reasonable endeavours to attend parent-teacher interviews and parent forums and participate in courses offered by the School which are relevant to the Student's education.
- j) not use print, social or electronic media to denigrate the School, staff, students or other members of the School community.

7.2 The Parent(s) must promptly advise the School:

- a) in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Application Form. Offers of enrolment may be cancelled if the School loses contact with the Parent(s) or mail is returned.
- b) if the Student is absent from the School due to ill health or other reason.
- c) in writing of any orders or arrangements that affect the Student concerning custody or access, any change to such orders or arrangement or any other orders or arrangements which were relevant to the Student's education and welfare and provide copies of any orders to the School.

7.3 The Parent(s):

- a) warrant to the Corporation and the School that any other Parent having responsibility for the Student's education agrees to the enrolment of the Student at the School; and
- b) acknowledge and agree that communications to/from one Parent and decisions taken by one Parent will, for the purposes of the Student's enrolment at the School, be deemed to be to/from both Parent(s).

8. Health and Safety

- 8.1. Parent(s) must advise the School as soon as reasonably practicable if the Student has a communicable infection or condition or a notifiable condition under public health regulations or if they become aware of any special needs that the Student may have including, but not limited to, any medical, physical, psychological needs, or any changes to these needs.
- 8.2. Parent(s) must complete and return to the School the required health form for the Student prior to the Student commencing at the School and provide updates if circumstances change or as required by the School from time to time.
- 8.3. If the Student is ill or injured, requiring urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and the Parent(s) are not readily available to authorise such treatment, the Principal or, in the Principal's absence, a senior staff member of the School, may give the necessary authority for such treatment. The Parent(s) indemnify the School, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment except to the extent that such costs or expenses arise as a result of the reckless or negligent conduct of the School, its agents or employees.
- 8.4. Parent(s) must observe School procedures for the protection of students including security procedures.
- 8.5. Students are responsible for their personal property and the School does not accept any responsibility for the loss of or damage to their belongings.
- 8.6. The Principal or the Principal's nominee may search the Student's bag, locker or other possessions where there are reasonable grounds to do so, in order to maintain a safe environment for all students.

9. Programs and Activities

- 9.1. The School determines the educational and other programs and activities conducted at the School from time to time in its reasonable discretion.
- 9.2. The School may change its programs and activities and the content of these programs and activities on reasonable notice. Where a change includes the discontinuation of teaching subjects, not less than one term's notice will be given to the Parent(s).
- 9.3. The Student will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Principal agrees otherwise. Charges may be levied for these activities and will be payable unless the Student is unable to attend due to ill health or other reason where it is impossible for the Student to attend.

10. Reports

The School will make available to the Parent(s) academic reports from time to time by posting such academic reports to the School's student management system.

11. Leave

If the Parent(s) wish to seek leave for the Student not to attend any School academic or co-curricular program or activity during a term, or for early departure at the end of a day or term and/or late return from breaks, they must apply to the Principal including providing an explanation for the need for leave. Leave will usually only be granted in the most extreme circumstances and with written notice by the Parent(s). No arrangements or commitments should be made prior to receipt of written approval from the School.

12. Suspension & Termination of Enrolment

12.1. The School may suspend or terminate the enrolment of a student, either temporarily or permanently at any time for reasons which may include, but are not limited to:

- a) a serious breach or ongoing breach by the Student or the Parent(s) of the School's rules or Code of Conduct or these Conditions of Enrolment;
- b) conduct prejudicial to the reputation or welfare of the School or the well-being of its students or staff, and;
- c) where the Principal or School Council believes that a mutually beneficial relationship of co-operation and trust between the School and the Parent(s) has broken down to the extent that it adversely impacts on that relationship.

12.2 The School will only exercise its powers under this clause to expel a student if it has provided the Student and the Parent(s) with details of the conduct which may result in a decision to expel the Student and provided them with a reasonable opportunity to respond and where there has been procedural fairness.

12.3 The School may terminate the enrolment of the Student if, either before or after the commencement of enrolment, the School finds the relevant particulars of the special needs of the Student have not been provided to the School or the particulars provided are materially incorrect or misleading and the failure to provide that information has had a material effect on the School or the student's enrolment or both.

13. Privacy

The Parent(s) acknowledge that they have read and understood the Corporation's privacy policy and Standard Collection Notice which are displayed on the Corporation's website www.tasc.nsw.edu.au.

14. Amendment of Terms and Conditions

The Corporation may alter the terms and conditions of enrolment at any time by giving not less than one (1) term's notice to the Parent(s) in writing which shall apply to both current and future students and Parent(s) from the date specified in the notice.

15. Continuing application

These Conditions of Enrolment (as amended from time to time in accordance with Clause 14) shall apply to the Student and the Parent(s) for the duration of the Student's enrolment at the School or until the obligations of the Student and/or the Parent(s) under them have been met, whichever is the later.

16. General

- 16.1. The Parent(s) must each provide to the School a copy of their Identity Document and copy of the Student's original Identity Document, prior to the commencement of the Student's enrolment at the School. If a Parent's or Student's legal name changes at any time during the Student's enrolment, the Parent(s) must immediately provide the School with a new copy of the Identity Document showing the new name.
- 16.2. The Student must at all times (including at the time of application for enrolment to the School) be an Australian citizen or a permanent resident of Australia, or one of the Parent(s) must be an Australian citizen, permanent resident or otherwise hold an eligible and valid visa. In the case of an overseas Student, the Student must, at all times, hold an eligible and valid visa to study in Australia for the duration of the Student's intended study period at the School. The School may require the Parent(s) to provide to the School appropriate documentation to satisfy itself that these requirements are met.

17. Definitions

In the terms and conditions:

Corporation means the legal entity, Anglican Schools Corporation ABN 63 544 529 806

Identity Document means an Australian State or Territory driver's licence, passport or other proof of identity acceptable to the School

Parent means the parent/carer/guardian(s) who entered into the contract of enrolment with the School

Principal means the principal or acting principal of the School, by whatever title he/she is known, and/or his/her nominee

School means the school or college conducted by the Corporation at which the Student is enrolled and is an operational part of the legal entity, Anglican Schools Corporation

Student means the student who is named in the contract of enrolment