



TERMS AND CONDITIONS OF ENROLMENT

Terms and Conditions of Enrolment (the **Terms**) is a legally binding document. The Terms apply to students that are offered enrolment at Newhaven College (the **College**) and the Parent(s)/Guardian(s) have accepted the offer for their child (the **Student**) to commence studies at the College, or continue studies at the College.

It is understood that, unless you contact the College disputing the contents of this document prior to enrolment commencing or continuing, Parent(s)/Guardian responsible for enrolment of Student(s) have *read, understood and agreed to accept the Terms*.

The Terms continue to apply for the duration of a Student's enrolment at the College, unless amended and communicated by the College, which will then apply immediately.

Any material amendments to the Terms will be communicated to Parent(s)/Guardians as soon as practicable.

General

1. The College reserves the right, subject to legal requirements, to select students who attend the College according to the College policies, as varied from time to time. All key policies are available on website.
2. The College may, in its absolute discretion, reject/refuse an application for enrolment should the College determine that the College is not able to meet the specific needs of the student.
3. Parent(s)/Guardian(s) must understand and comply with all College policies (available on website), including but not limited to:
 - a. Enrolment Policy
 - b. Code of Conduct
 - c. Fee Collection & Debtor Policy
 - d. Child Safety Policy
 - e. Other key polices identified in Letter of Offer.
4. Parent(s)/Guardian(s) must ensure the College records in relation to the Student are correct and up to date and, accordingly, must advise the College as soon as possible of any changes to the Student's records, including Parent(s)/Guardian(s) contact information. The College offers an online platform (Consent2Go) for updating contact and health information for Students.
5. Parent(s)/Guardian(s) agree to use the preferred communication platform (SEQTA) for all general messages, communications and sharing of other key documents for enrolled Student(s). All other personal information will be communicated via email.
6. The Student(s) must wear the uniform of the College properly so as to develop pride in personal appearance as well as develop a sense of belonging and responsibility.



7. The Student must care for the buildings, furniture and equipment of the College and Parent(s)/Guardian(s) are financial responsible for damage caused through carelessness, neglect, or deliberate damage.
8. The Student must not leave the College property during school hours without permission and/or appropriate prior notice via the College preferred notification system.
9. Whether at the College, at a College function or camp, or travelling, Students are not permitted tobacco, vaping devices, non-prescribed drugs or alcoholic drinks.
10. The College reserves the right to suspend or terminate the enrolment of any Student whose influence is regarded as harmful to the interest of other students.
11. Parent(s)/Guardian(s) acknowledge that the College may change the curriculum or courses that it offers from time to time at its absolute discretion.
12. Students may freely access or be referred to student services such as Wellbeing, Careers Guidance or enhanced learning program, where appropriate. As deemed necessary student services staff will make every effort to inform or involve Parent(s)/Guardian(s), giving due consideration to their respective professional standards.

Parent(s)/Guardian(s) Conduct

13. Parent(s)/Guardian(s) and students will, through attitude and action, respect the teaching staff and cooperate fully in all that promotes their complete education.
14. Parent(s)/Guardian(s) will take an active part where possible in the activities of the College and cooperate with the College in providing the Student's education.
15. Parent(s)/Guardian(s) must behave in such a manner that the image of the College is not negatively affected or brought into disrepute and to treat and deal with the College staff, representatives, other parents and students with respect and consideration.
16. If the Principal believes that a mutually beneficial relationship of trust and cooperation between Parent(s)/Guardian(s) and the College or any of its staff has broken down to the extent that it adversely impacts on the relationship with the College, or poses a safety risk to College staff, representatives, other parents and students, the Principal may:
 - a. require the Parent(s)/Guardian(s) to not attend College property and/or College functions;
 - b. remove the Student from the College and terminate the Student's enrollment together with any other Student they have enrolled at the College.
17. Parent(s)/Guardian(s) agree to comply with the College's Code of Conduct.
18. Parent(s)/Guardian(s) agree to assist the College in discharging its obligations under the Child Wellbeing and Safety Act 2005 and comply with the College Child Wellbeing and Safety Policy.



Medical Conditions and Special Needs

19. Parent(s)/Guardian(s) must provide all relevant details regarding any medical conditions, disabilities, special learning need or any other condition that may impact on the College's ability to properly care for the Student, and to enable consideration of any reasonable adjustments and facilities that may be required. Such information must be based on all current information available to the Parent(s)/Guardian(s) at the relevant time, as per requirements of clause 4).
20. Parent(s)/Guardian(s) must, as soon as practicable, bring to the College's attention any new medical conditions, disabilities, special learning needs or any other conditions affecting the Student that may impact on the College's ability to properly care for the Student, and to enable consideration of any reasonable adjustments and facilities that may be required.
21. In the event that the Student suffers from an injury or illness that may impact on the College's ability to properly care for the Student, and to enable consideration of any reasonable adjustments and facilities that may be required, authorise the College to take whatever action is considered necessary for the wellbeing of the Student. This may include:
 - a. Obtaining or providing such emergency or urgent medical treatment, as deemed necessary by the College.
 - b. Obtaining any medical treatment, as considered necessary and appropriate in the circumstances.
22. The College will notify the Parent(s)/Guardian(s) as soon as possible and seek permission, where possible, for any operation/anesthetic that may be required.
23. Parent(s)/Guardian(s) accept responsibility for any expenses incurred on behalf of the College or Student arising from such emergency or urgent medical treatment.
24. Parent(s)/Guardian(s) acknowledge that any subsequent medical consent requested on an individual excursion consent form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

Privacy

25. Parent(s)/Guardian(s) acknowledge and accept the College's Privacy Policy and consent to the collection, use and disclosure of personal information and sensitive information as provided for in the Privacy Policy, including the provision of information to the College's tuition provider (PaySmart).
26. The collection, use, storage and disclosure of information about individuals by the College is in accordance with the Privacy Policy and its obligations under the *Privacy Act 1988 (Cth)*.



Photos and Videos of the Student

27. Parent(s)/Guardian(s) acknowledge and consent to the Student being photographed or videotaped, by an authorised representative of the College, from time to time within the College grounds or participating in College events or activities, and to use the photos or videos with the Student's name in College publications, advertisements, editorials, the College's website, social media, newspapers, and other media.
28. Parent(s)/Guardian(s) understand that if they do not wish to consent to matters described in this section of the Terms, or if they wish to withdraw consent, it is their responsibility to notify the College.

Discipline of Students and Termination of Enrolment

29. Parent(s)/Guardian(s) agree to support the College in lawful disciplinary actions undertaken by the College which the College deems as appropriate to modify, address and deal with the Student's behaviour and conduct that breaches policies or Code of Conduct.
30. The College reserves the right to impose on the Student any lawful disciplinary action that the College deems appropriate, or to suspend the Student or terminate the Student's enrolment.
31. The College may suspend the Student or terminate enrolment under the Terms on the grounds of:
 - a. unsatisfactory conduct or performance, despite attempts by the College to rectify;
 - b. failure to obey the College's rules, disciplinary procedures and/or policies;
 - c. failure of Parent(s)/Guardian(s) to comply with these Terms;
 - d. failure of Parent(s)/Guardian(s) to pay Fees and Charges; or
 - e. for any other reason deemed significant.
32. Where it is considered necessary, the College may authorise appropriate College staff member(s) to conduct a search of any of the Student's private belongings that have been brought onto the College premises or to a College function or activity, including their bag or locker, mobile phone, computer, laptop, and may authorise a search of the Student's person or direct that their pockets or clothing be emptied.

Fees and Charges

33. Fees and Charges are set by the Board as part of the annual budget process and communicated to the Parent(s)/Guardian(s) of all enrolled and future students, typically in October or November each year.
34. Fees and Charges for the upcoming year are updated on the College website.
35. Fees and Charges will be notified to the Parent(s)/Guardian(s) annually on a Statement of Account.
36. Annual Statement of Account will be issued up to two weeks prior to commencement of the first term of the year.



37. A non refundable application fee is payable with each enrollment application form submitted per Student. This fee does not apply to College staff. Refer to Fees & Charges on website.
38. A family charge is payable for the first child of a family that is enrolled at the College. This fee is non refundable, unless a child is not offered a place at the College Refer to Fees & Charges on website.
39. Sibling discounts apply. Refer to Fees & Charges on website.
40. College staff discounts for Tuition fees apply, and will be notified in employment contracts.
41. The College offers Parent(s)/Guardian(s) option of paying in their own preferred instalments with PaySmart, or paying upfront at the start of the year and receiving a discount.
42. Upfront payment discount is set annually by the Board.
43. Any other applicable discounts (sibling and/or staff discounts) will be applied to the Statement of Account.
44. A pro rata charge will be made for any new Students enrolled for the first time after a term has commenced.
45. Parent(s)/Guardian(s), or any other signatory to the Enrolment Acceptance Form are jointly and severally liable for making full payment of all fees, charges and levies in relation to the Student, as advised by the College.
46. The College is not bound by any Court Orders or Child Support Assessment, or any other agreements relating to the responsibility for payment of enrolment or Fees and Charges for any Student(s).
47. In accordance with the Fee Collection & Debtor Management Policy, the College reserves the right to terminate the Student(s) enrolment while fees and charges remain unpaid. Only in exceptional circumstances, at the sole discretion of the College, will the Student be allowed to continue attending the College where any Fees and Charges remain unpaid.
48. Any unpaid or overdue Fees and Charges may incur additional fees for the administration costs associated with collection and recovery of unpaid Fees and Charges.
49. Parent(s)/Guardian(s) will indemnify the College for any costs associated with the recovery of unpaid Fees and Charges.
50. Additional administration or recovery fees will be allocated to Statement of Account.
51. All fees collection and recovery procedures are included in the Fee Collection & Debtor Management Policy.
52. The College encourages any family facing financial hardship to contact the College to discuss options.



Withdrawal of Student

53. Parent(s)/Guardian(s) are required to provide **a full terms notice** to the Registrar of any intention to terminate enrolment or withdraw Student(s) enrolment, otherwise a term fee will be charged and all fees will be payable (if any unpaid) within 30 days.
54. Any Fees and Charges paid upfront may be refunded, if sufficient notice has been provided.
55. If a Student leaves during a term *without* providing required notice, no refund of any fees paid in advance will be made, and any outstanding fees will be due and payable within 30 days.
56. A holding fee of 25% of tuition fee for the period of absence is required to be paid upfront to secure enrolment for period of absence. Should a student be absent for the annual government census in Term 3, and ineligible for government funding, then the full term's fees will be payable. No sibling discounts will apply during any leave of absence.

Court Orders and other legal matters pertaining to guardianship or care of Students

57. Unless the College is supplied with a Court order or written authorisation signed by both Parent(s)/Guardian(s) which provides otherwise, the College will proceed and act on the basis that each of the Parent(s)/Guardian(s) has equal rights and responsibilities in relation to the Student(s).
58. Parent(s)/Guardian(s) will at all times act in accordance with any relevant Court orders in their dealings with the College.
59. If there is a change in legal guardianship or care for the Student, and therefore responsibilities for Student(s) enrolment, the Parent(s)/Guardian(s), or a legal representative duly appointed by law, will provide written notice to the College detailing the change (and may be asked to provide any other relevant documentation) in addition to written consent for the change.
60. The Parent(s)/Guardian(s) will indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parent(s)/Guardian(s).

Updated: 18/01/2024