



## GENERAL TERMS & CONDITIONS OF ENROLMENT

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### 1) Definitions

For the purpose of this agreement, unless any contrary intention appears:

- a) "School" shall mean The Hills Christian Community School Incorporated, and its respective teachers, officers, employees, agents and contractors.
- b) "Parent" shall mean the person or persons who have legal custody or guardianship of the student, or any person authorised in writing to act on behalf of the parent.
- c) "Student" shall mean any child currently enrolled at the School and any child applying for enrolment with the School.
- d) "Term" shall mean one of the four terms of tuition provided to students by the School each calendar year.
- e) "School Fees" shall mean all fees charged to the parent(s) by the School in exchange for the Services it performs, subject to section 4 of this agreement.
- f) "Services" shall mean all Services supplied by the School as outlined in clause 3 of this agreement.
- g) "Enrolment Form" means the form to be completed by each student containing details relevant to his or her enrolment with the School.
- h) "Fee Agreement" means the agreement entitled "Fee Payment Agreement – School Fees" to be executed by each parent on an annual basis, pertaining to the payment of School Fees.
- i) "Fee Schedule" means the document entitled "School Fee Schedule" which provides additional detail in relation to School Fees payable by parents for each calendar year.
- j) "Privacy Policy" means the Privacy Policy of the School to be executed by parents.
- k) "Contract Documents" includes the Enrolment Form, Fee Schedule, Fee Agreement, Privacy Policy and these terms and conditions.

### 2) Offer and Acceptance

- a) A parent or parents' signature on the Enrolment Form shall constitute acceptance by the parent or parents of the School's offer to enrol the student in the School and indicates the parent's or parents' agreement to the terms and conditions contained herein.
- b) The School's offer to enrol a student will be made in writing and is subject to an interview with the Principal at the School.
- c) Parent(s) agree(s) to support the ethos of the School in accordance with The Hills Christian Community School Mission Statement, as set out in the School's Constitution.
- d) Parent(s) agree(s) to support the School and its staff in the implementation and application of all School policies, as amended from time to time, and to cooperate with the School concerning School activities.
- e) If more than one party enters into this agreement, each party shall be individually and jointly liable for all payments of School Fees as outlined in the Fee Agreement and the Fee Schedule.
- f) The Contract Documents comprise the entire contract between the parent(s) and the School regarding a student's enrolment with the School.
- g) Once accepted by virtue of signing the Enrolment Form, these terms and conditions are binding, and may only be altered or revoked, by written agreement between the parent(s) and the School

### 3) Services

- a) Services include all Services performed by the School in relation to providing an education to the student, and shall include, but not be limited to, extra-curricular activities such as camps, excursions, sports carnivals, retreats, and private music lessons.
- b) Services will be provided by the School to the student for the period of the Terms during which the student is enrolled at the School as outlined by the School.
- c) In the case of any member of the School staff forming the reasonable view that there is a medical emergency, the parent(s) authorise the School to take whatever action is deemed necessary to provide the student with appropriate medical care, and the parent(s) indemnify or indemnifies (as the case may be) the School against any costs it incurs in doing so.

#### **4) School Fees**

- a) The School Fees will be set by the School Board from time to time, and outlined in the latest version of the Fee Schedule provided to the parent(s) by the School.
- b) Additional fees may be charged to cover the cost of extra-curricular activities, as arranged from time to time by the School, or as requested by the parent(s), and are subject to section 5(f) of this agreement.

#### **5) Payment**

- a) If a child is accepted by the School to be enrolled as a student, a non-refundable deposit, as set by the School and advised to the parent(s) in the Fee Schedule, must be paid to secure a place for that child.
- b) Unless otherwise agreed, all payments will be due and payable as outlined in the Fee Schedule and the Fee Agreement
- c) Parent(s) hereby agree(s) to pay the School, the School Fees set out in the Fee Schedule in accordance with the terms and conditions of the Fee Schedule and the Fee Agreement.
- d) Parent(s) agree(s) to notify the School immediately if there is a change in circumstances which may or will affect their ability to fulfill their financial obligations to the School.
- e) Additional payments to cover the cost of any extra-curricular activities will be due and payable by the parent(s) before commencement of the activity.
- f) The School reserves the right to withhold the provision of Services until payment as per the Fee Schedule, has been received from the parent(s) in respect of those Services.
- g) Payment may be made by direct debit, cash, cheque, credit card, or any other method agreed between the parent(s) and the School.

#### **6) Cancellation**

- a) At its sole discretion, the School reserves the right to suspend a student temporarily or permanently for any breach of School policy.
- b) The School shall not be liable for any loss or damage, arising from the School exercising its rights under this agreement.
- c) The parent(s) of a student may cancel the enrolment of that student by giving one clear Term's written notice in advance. Failure to do so will incur a fee equal to the School Fees payable for one Term of enrolment as set out in the Fee Schedule.

#### **7) Privacy Act 1998 and Privacy Amendment (enhancing Privacy Protection) Act 2012**

- a) The parent(s) agree and acknowledge that the Privacy Policy of the School, which is supplied by the School as a separate document, has been read and understood by them.

#### **8) Default**

- a) If the parent(s) should fail to pay the School Fees set out in the Fee Schedule to the School when they become due, the parent(s) will be responsible for any additional costs incurred by the School in connection with the recovery of the outstanding amounts, including but not limited to the cost of a solicitor, and any cost incurred by the School's nominated debt collection agency.
- b) Should a payment remain in arrears for a period greater than one Term, the School
  - i) reserves the right to suspend or terminate the ongoing enrolment of the student(s) affected.
  - ii) will not be liable to the parent(s) for any loss or damage incurred, either directly, or indirectly arising from the School exercising its rights under this clause.

#### **9) General Terms**

- a) The School assumes no responsibility for changes in State or Commonwealth legislation which may affect the supply of Services under this agreement.
- b) The School reserves the right to review these terms and conditions at any time, and notify the parent(s) of any changes that the School proposes to make with the consent of the parent(s).
- c) If any provision contained in this document is found to be unenforceable for reasons of validity or legality, the remaining provisions shall not be affected in any way whatsoever.