

HIGHVIEW COLLEGE CONDITIONS OF ENROLMENT

Person Responsible - Principal

(Reviewed in even years)



The following binding conditions apply if your child is offered enrolment at Highview College ('the **College**') and you accept the place for your child to commence studies at the College.

The College will confirm the offer of enrolment of your child once you return a properly executed copy of these Conditions of Enrolment to the College (together with the non-refundable enrolment acceptance fee) and other documents requiring execution.

Any right, entitlement, obligation of or action required by the College under these Conditions of Enrolment may be exercised by the Principal and/or the College Board (whichever is deemed appropriate by the College) on behalf of the College.

Introduction

1. At all times the College reserves the right, subject to legal requirements, to select the students who attend the College according to College policies as varied from time to time.
2. Parents/guardians of students (or prospective students) at the College (**Parents/Guardians**) must ensure that the College's records in relation to the student or prospective student are correct and up to date at all times. Parents/ Guardians must advise the School as soon as possible of any changes to the student's records, including relevant medical information and the student's or the Parents/Guardians' contact information.
3. The enrolment of the student at the College commences in the first year of enrolment and continues until completion of Year 12 or until the student is otherwise withdrawn or removed from the College.

Medical Conditions and Special Needs

4. Parents/Guardians must divulge, with appropriate documentation, all relevant details regarding special educational needs, medical conditions, physical impairment, mental impairment or other conditions that may impact upon 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/Guardian at the time of submitting the Application for Enrolment.
5. During the period that the student is enrolled at the College, Parents/Guardians must, as soon as practicable, bring to the College's attention, with appropriate documentation, any new medical conditions or impairment or other conditions affecting the student that may impact upon the College's ability to properly care for the student, and to enable consideration of reasonable adjustments to services and/or facilities that may be required.

6. Individual Analphylaxis and Asthma Plans must be submitted in January each year with at least 11 months currency
7. The Parents/Guardians authorise the College to:
 - a. obtain or provide such emergency or urgent medical treatment for the student should such action be deemed necessary by the College or College staff; and
 - b. obtain any medical treatment for the student considered appropriate in the circumstances where the student suffers from an injury or illness.
8. Parents/Guardians who sign the Contract of Enrolment accept responsibility for any expenses incurred on behalf of the College or student arising from such emergency or urgent medical treatment. Further, the parents/Guardians acknowledge that any subsequent medical consent requested on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

Parents/ Guardians' Conduct

9. Parents/Guardians agree to comply with the College's rules, procedures and policies, as varied from time to time, and available on College's website.
10. Parents/Guardians will comply with the Parent/Participant Code of Conduct. That is treat other Parents/Guardians, students, College staff and members of the College community with fairness, courtesy and respect at all times. Parents/Guardians will not act in such a manner which would cause the image of the College to be negatively affected or brought into disrepute, or in such a manner which would reasonably cause other Parents/Guardians, students or College staff to be offended, humiliated or intimidated.
11. If the College (or the Principal acting on behalf of the College) believes that:
 - a. the mutually beneficial relationship of trust and co-operation between the Parents/Guardians and the College, or between the Parents/Guardians and College staff or other Parents/Guardians, has broken down to the extent that it adversely impacts on the Parents/Guardians' relationship with the College; or
 - b. the Parents/Guardians have failed to comply with the College's rules, policies or procedures (including these Conditions of Enrolment and the Parent/ Participant Code of Conduct), the College (or the Principal acting on behalf of the College) in its absolute and sole discretion may require the Parents/Guardians to remove the student from the College and suspend or cancel that enrolment together with any other child or children they have enrolled at the College.
12. Parents/Guardians agree to assist the College in discharging its obligations under the *Child Wellbeing and Safety Act 2005* (Vic) by participating in investigations in relation to allegations of 'reportable conduct', or taking any other steps to assist the College with

its child safety statutory obligations, if requested to do so by the College or regulatory authority.

Privacy

13. Parents/Guardians 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 by the Privacy Policy.
14. Parents/Guardians will at all times respect the privacy and rights of others in relation to taking/disseminating any digital images including photos or videos of College activities.
15. Parents/Guardians acknowledge and consent to the student being photographed or videotaped, by an authorised representative of the College or associated bodies, from time to time within the College's grounds or participating in College events or activities, and to the use of these images or videos in College publications, advertisements, editorials, the College's website or social media.

Discipline of Students

16. Parents/Guardians 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 student behaviour and conduct.
17. The College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to expel, or suspend any student from the College on the grounds of unsatisfactory conduct or performance, failure by the student and/or parents/guardians to comply with the College's rules, policies and procedures (including these Conditions of Enrolment), or upon identification that misleading or inaccurate information was provided to the College or for other reasons deemed appropriate by the Principal of the College.
18. Any decision to terminate a student's enrolment at the College is at the absolute discretion of the Principal. In such circumstances, the Principal's decision is final. The parents/guardians of a student who has been expelled from the College will also be charged for a term's fees in lieu of notice.
19. Where it is considered necessary, the College may authorise an appropriate College staff member to conduct a search of any of the student's private belongings that have been brought onto the College's premises or to a College function or activity, including his/her College bag or locker, and may authorise a search of the student's person or direct that his/her pockets or clothing be emptied.

Participation

20. Students of the College are required to take part in all College activities including House Carnival Days and those scheduled out of normal College hours.
21. Students are required to have a range of items for College activities, including books, stationery and uniform, during their enrolment. The details of these items may be obtained from the College. It is the responsibility of the Parents/Guardians to ensure that students have these items as required.

Uniform

22. All students are required to wear the correct uniform whilst attending the College, while travelling to and from the College and at College events. Students representing the College in the community will wear more formal uniform which includes the Highview blazer and tie. It is the responsibility of the Parents/Guardians to ensure that students have these items as required.

Technology

23. Students will have access to and use various technology while attending the College and must abide by the IT Responsible Use Policy.
24. Parents/ Guardians agree to take responsibility for ensuring, so far as is reasonable practicable, that the student is using the Technology appropriately and not for improper purposes.

School Fees

25. An application fee is payable by the Parents/Guardians at the time they submit the Application for Enrolment. The Application Fee is non-refundable.
26. Parents/Guardians who sign these Conditions of Enrolment are jointly and severally liable for payment of all of the College's fees and charges in relation to the student (**Fees and Charges**).
27. Fees and Charges are subject to amendment by the College (or the College Board on behalf of the College) in its absolute and sole discretion at any time. Fees and Charges are payable in advance of the College term and within 14 days of receipt of the relevant invoice. Some Fees and Charges may be invoiced throughout the College term (i.e. costs associated with excursions) and in such circumstances will be payable within 14 days of receipt of the relevant invoice.
28. The College reserves the right, which may be exercised at any time, to refuse to allow a student to continue their education at the College, and to cancel the student's enrolment, while any Fees and Charges remain unpaid. Only in exceptional circumstances, at the absolute and sole discretion of the College (or the College Board on behalf of the College), will a student be allowed to enter a new term if any Fees and Charges are unpaid.

29. If any Fees and Charges are overdue (i.e. not paid within 28 days of receipt of the relevant invoice), the College may charge the Parents/Guardians interest and any reasonable administration costs incurred by the College in respect of managing the unpaid Fees and Charges.
30. The College reserves the right not to refund Fees and Charges. However, the College (or the Principal on behalf of the College) may, in its absolute and sole discretion, consider a request for a refund by a Parent/Guardian.
31. Any agreement or act by the College not to strictly enforce the terms under these Conditions of Enrolment in relation to College Fees does not constitute a waiver of its rights to require the student to be withdrawn from the College and to cancel the student's enrolment.
32. Subject to paragraph 28, if applicable, Fees and Charges are due and payable in all circumstances following enrolment. Allegations or bullying, violence, harassment and/or discrimination, or instances of bullying violence, harassment and/or discrimination towards a student (or other behaviours) will not discharge any obligation of a Parent/Guardian to pay Fees and Charges.
33. The Principal is authorised by the College Board to take such steps as they consider necessary, including legal proceedings, on behalf of the College, to recover unpaid Fees and Charges.
34. Parents/Guardians experiencing financial difficulties must meet with the Business Manager to determine a payment plan. These are considered annually and must be applied for each year. Bursaries are determined at the absolute discretion of the College and are granted only as the College determines.

Withdrawal of Students

35. If the Parents/Guardians wish to withdraw the student from the College, the Parents/Guardians must give at least one term's written notice to the Principal (and the written notice must be signed by the Parents/Guardian/s, who enrolled the child unless there is an interim court order to the contrary). Whenever such notice is not given, the Fees and Charges for the next term will be payable in full.
36. If a student intends to not attend the College for a short period of one term or more, the Parents/Guardians must make an application for the period of leave as soon as possible. The College will advise the Parents/Guardians in relation to whether or not the application for leave is approved. If the period of leave is not approved and the student nevertheless takes the period of leave, the student will not have an automatic right to return to the College and the College is not obliged to maintain or hold the student's enrolment. In this case, the student will be deemed to have withdrawn from the College and an application for new enrolment must be made. The College may in its absolute and sole discretion approve the application for leave, and hold the student's enrolment

open during the period of leave, on the condition that the Parents/Guardians make an advance payment of a non-refundable holding fee of not less than one term's fees.

Courts Orders

37. Unless the College is supplied with a Court order or written authorisation signed by both Parents/Guardians which provides otherwise, the College will proceed and act on the basis that each of the student's Parents/Guardians has equal rights and responsibilities in relation to the Student. The Parents/Guardians will at all times act in accordance with any relevant Court orders in their dealings with the College.
38. If there is a change in legal guardianship or care for the student, the Parents/Guardians will immediately provide written notice to the College detailing the change (and provide any other relevant documentation) in addition to written consent from any other Parent/Guardian of the student, confirming the status of the student's enrolment. The Parents/Guardians indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parents/Guardians.

General

39. Parents/Guardians agree that if they provide any misleading or inaccurate information in the Application for Enrolment, or in any documents provided with the Application for Enrolment, the College may refuse to enrol the student or may suspend or terminate the enrolment of the student.
40. Parents/Guardians acknowledge that the College may from time to time vary the terms of these Conditions of Enrolment.
41. The Conditions of Enrolment are governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
42. Where there is more than one Parent/Guardian of the student at the time of enrolment, all parties must sign the Application for Enrolment form and accept these Conditions of Enrolment.

As the enrolling Parent(s)/Guardians(s) of the below-named child at the College, I/we agree that I/we have read, understood and agree to the terms and conditions contained within these Conditions of Enrolment:

Child's full name: _____

Parent/Guardian 1

Parent/Guardian 2

Parent/Guardian 1 name (printed)

Parent/Guardian 1 name (printed)

Parent/Guardian 1 signature

Parent/Guardian 1 signature

Witness name (printed)

Witness name (printed)

Witness signature

Witness signature

Date

Date