



# ENROLMENT TERMS AND CONDITIONS

## I. Introduction

- 1.1 To accept an offer of enrolment provided by Marcellin College (**the College**), the Applicant must sign and return to the College the Enrolment Agreement within the specified time period.
- 1.2 The College requires both biological parents or Guardians of the student seeking enrolment to complete and sign the Enrolment Agreement (unless the Principal authorises otherwise on the basis of an exception, including but not limited to, where a court order disclosed to the College specifies otherwise or a biological parent is deceased or has lost capacity).
- 1.3 In signing the Enrolment Agreement, the Applicant agrees to the College's policies and procedures, which may be changed during the period of enrolment at the discretion of the College.
- 1.4 The College's policies and procedures, except for the Parent and Community Code of Conduct, do not form part of the Enrolment Agreement.
- 1.5 The College will encourage the Student to achieve their personal best but does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the College accepting the Student for enrolment. We attempt to support all our students, whatever their gifts as they strive for their highest.
- 1.6 For the purposes of these terms and conditions:
  - (a) **"Applicant"** means the person(s) named on the Application for Enrolment being the Parent(s) and/or Guardian(s) seeking to enrol their child at the College.
  - (b) **"Student"** means the child named in the Application for Enrolment.
  - (c) **"Principal"** means the Principal of the College and/or their nominee.

## 2. Fees & Charges

- 2.1 The Applicant will be required to pay a non-refundable Acceptance Fee once only per student as a pre-entry payment prior to the Student commencing at the College.
- 2.2 An offer of admission must be accepted within the period prescribed in the letter of offer, and the only method by which the offer can validly be accepted is by the payment of the requested non-refundable Acceptance Fee. Failure to pay the non-refundable Acceptance Fee in time may result in the revocation of the offer for a place. The Acceptance Fee is non-refundable. The amount of the non-refundable Acceptance Fee is provided in the attached Fee Schedule.
- 2.3 The Applicant shall at such times as the College may require, pay to the College such fees as the College may determine, and reimburse any expenses incurred by or on behalf of the student.
- 2.4 If there is more than one Applicant, both persons will be equally responsible jointly and severally for all fees and charges payable under the Enrolment Agreement.

- 2.5 All fees and charges are due and payable in full on the date set out in the fee schedule published annually. The College does not provide a dissection of tuition fees.
- 2.6 Accounts not paid in full by the due date may be charged an administration fee from the commencement of term. The administration fee will be equivalent to the College's average borrowing interest rate.
- 2.7 If the Student is admitted to the College during a term, tuition fees will be charged on a pro-rata weekly basis.
- 2.8 No refund of fees paid or waiver of any fees outstanding will be made if the Student is withdrawn from the College during a term, or is absent for any reason.
- 2.9 If the Student is withdrawn at the insistence of the College (e.g. due to the unsatisfactory conduct or behaviour of the Student), the Applicant is liable for all fees and charges to the date of notification of the Student's enrolment at the College being terminated.
- 2.10 If fees and expenses are not paid in accordance with the College's requirements, including any expenses incurred by or imposed on the Student as a result of any breach of the College rules or other misconduct by the student, the College may refuse to allow the Student to attend, or may remove the Student from the College until the matter is resolved.
- 2.11 The College's Business Manager or nominee is authorised to take such action deemed necessary to recover unpaid fees or charges. This may include additional costs associated with unsuccessful direct debit transactions and any associated debt collection costs.
- 2.12 Any overdue accounts may result in late fees, suspension of enrolment, the exclusion of the Student from certain activities and recovery via legal action which shall involve both payment of the unpaid fees and charges and costs of recovery being charged to the Applicant.
- 2.13 Should accounts be overdue, students will be prohibited from participating in cocurricular programs such as private music tuition, public speaking, interstate and overseas trips.
- 2.14 The Applicant acknowledges that fees are expected to increase annually at a minimum equivalent to the Education CPI.

### **3. Disclosure**

- 3.1 The Applicant acknowledges that the Application for Enrolment has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Application for Enrolment.
- 3.2 The Application for Enrolment forms part of the Enrolment Agreement, and failure to complete the Application for Enrolment honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- 3.3 Prior to and during enrolment, the College reserves the right to obtain (at the cost of the Applicant) further information regarding the Student including all academic information, College reports and all medical and other reports regarding the Student, if applicable.
- 3.4 The Applicant declares that the Student is either an Australian citizen; has Australian residency status; or, has a Student Visa for entry and stay in Australia that allows education to be provided on the same cost basis as for an Australian citizen.

#### **4. Student Conduct**

- 4.1 The continued enrolment of the Student is dependent on their behaviour being in accordance with the College's policies, rules and regulations, as amended from time to time, as well as the behaviour of the Applicant being in accord with relevant policies, procedures and our Student Management and Expectations Guidelines.
- 4.2 The Applicant acknowledges that attendance of the Student at the College shall be at the sole discretion of the College irrespective of whether the Applicant or the Student are in breach of any of these conditions.
- 4.3 Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the College) if in the opinion of the Principal (or their nominated representative) the Student is found to have breached the College's policies or procedures or is found to have engaged in behaviour detrimental to the College, its staff or students.
- 4.4 The College reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College.
- 4.5 The Applicant agrees that the proper and effective operation of the College requires the College to be able, in its sole discretion:
  - (a) to terminate the right of the Student to attend the College; and
  - (b) to discipline or suspend the Student.
- 4.6 If the Principal (or their nominated representative) suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 4.7 If suspended, the Student shall not enter upon any of the College's grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Applicant during such period.
- 4.8 If the Student is suspended or expelled, the College shall retain or be entitled to receive the fees for the term up to the point of the date in which suspension or expulsion occurs and the Applicant shall forfeit all right to recovery of those fees. The Applicant acknowledges that such payment of fees will be a proper and genuine estimate of the loss and damage suffered by the College caused by such suspension or expulsion and that such payment shall properly be considered to be by way of payment of liquidated damages.
- 4.9 Where the Student is suspended or expelled and the fees are unpaid at the date of suspension or expulsion, the Applicant agrees that they shall be liable to immediately pay to the College all fees and expenses outstanding in relation to the Student up to and including fees payable to the end of the term in which such suspension or expulsion occurs.
- 4.10 The Applicant is expected to support the aims, objectives, beliefs, rules and policies and discipline of the College. Disciplinary action may be implemented against the Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent and Community Code of Conduct.

#### **5. Health and Medical Treatment**

- 5.1 The College will notify the Applicant of any injury or illness the Student may suffer at the College, which warrants staff intervention or a visit to the College First Aid located in

Student Services. If requested, the Applicant will collect their child from Student Services within a reasonable period of time, otherwise the Applicant agrees to satisfy all costs associated with providing the Student with the required care and medical assistance.

- 5.2 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will notify the College and provide any relevant medical information or reports in a timely manner. The College reserves the right to assess and determine its ability to provide ongoing education to the Student and reserves the right to require the Applicant to provide the College with medical information as requested.
- 5.3 The Applicant will advise the College of any changes to their details at the beginning of each school year, and as required from time to time, and as requested for specific activities, including details relating to health and medical treatment.
- 5.4 In the event the Student is involved in a medical emergency and the Applicant or nominated contact person cannot be reached, the College can take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the College for the cost of any such treatment or action taken (e.g. Ambulance expenses).
- 5.5 The Student is permitted to access Student Counsellors. The Applicant consents to those services being provided to the Student and understand there is confidentiality between the Student and Counsellors (if the Counsellor deems that to be appropriate in accordance with his or her obligations). In line with College policy, age appropriate permission will be sought.
- 5.6 It is the responsibility of the Applicant to provide appropriate insurance cover should the Student be injured or taken ill at the College. Student Accident Insurance is currently provided for all registered students at the College. It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at College.
- 5.7 The Applicant will ensure that the Student is appropriately immunised in accordance with the applicable laws. The College reserves its right to exclude a student in certain circumstances if the Student is not appropriately immunised and this will be strictly enforced in line with the College's legislative obligations.
- 5.8 The Applicant shall be responsible for all medical, hospital, dental and other medical expenses incurred by or on behalf of the Student arising from or in connection with any injury or illness suffered by the Student while attending the College or taking part in College activities, and the Applicant authorises the College to obtain such treatment for the Student as the College in its sole discretion may determine.

## **6. Personal Possessions**

- 6.1 It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing.
- 6.2 The College shall not be liable for any loss, theft of or damage to a Student's personal belongings.
- 6.3 The Applicant will indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.

## **7. Attendance**

- 7.1 The Student must attend the College on the dates and between the hours advised by the College, unless the College enters into a different agreement with the Applicant.
- 7.2 The Student, and the Applicant if required, must attend and participate in all co-curricular activities which may be held on the weekend or before or after normal College hours including faith based activities, sporting activities, camps, excursions, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances.
- 7.3 After holiday periods it is expected that the Student will join and return to College on the dates published for resuming unless permission is obtained from the College
- 7.4 The Student is not permitted to leave College at the end of term until the published closing date unless permission is obtained from the College.
- 7.5 It is the responsibility of the Applicant to advise the College if they are planning a holiday or activity which will disrupt their son's education. They are asked to write to the relevant Assistant Principal (Students) seeking permission a term in advance prior to the intended travel or absence and include the estimated length of the absence.
- 7.6 The Student will not be able to attend College for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact or a medical practitioner has recommended the Student not attend.
- 7.7 Students are only permitted on College grounds during hours of operation as determined by the College and advertised to the Applicant. Outside of the formal school hours, students will be required to be in designated supervised areas. Students on the grounds outside these hours for an event must follow the directions of the supervising staff member.
- 7.8 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education.
- 7.9 If the Applicant wishes to withdraw the Student from the College the Applicant must give to the Principal no less than one school term's notice. The Principal may request an appointment with the Applicant to discuss the withdrawal and provide any necessary documents.
- 7.10 Failure to give the required notice will result in an additional charge of one school term's tuition fees. Any outstanding fees will be fully due and payable on the date of withdrawal. Payment by instalment will not be permitted.

## **8. Communication & Privacy**

- 8.1 The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will make reasonable efforts to abide by such orders.
- 8.2 From time to time the College may wish to include photographs and/or audio/visual of the Student captured with or without their name in print and online for distribution consistent with publications as outlined in the College's Privacy Policy. The Applicant consents to such use and disclosure of the Student's photographs and/or audio/visual unless such consent is expressly withdrawn via written notification to the College.

- 8.3 The College will not disclose any information in relation to the Student to any party other than the Applicant, subject to the College's Privacy Policy and its other legislative obligations.
- 8.4 The Applicant consents to the College using their personal information and the Student's personal information for the purposes of receiving marketing communication. The Applicant may at any time opt out of receiving any marketing communication by contacting the College Registrar. There is no charge or penalty for opting out from any marketing communication. Marketing material does not include fundamental information, including the College Newsletter delivered to the Applicant whilst the Student is enrolled at the College.
- 8.5 All information pertaining to the Student and the College will be provided to the Applicant in accordance with the College's Privacy Policy.
- 8.6 In order to ensure the ongoing health, wellbeing and enrolment of the Student at the College, the Applicant agrees to keep the College informed and maintain open communication in regard to all relevant information and issues relating to the Student (including relevant court orders).
- 8.7 For details regarding privacy of information collected by the College, please refer to the College's Privacy Policy and Privacy Collection Notice which may be viewed in full on our website at [www.marcellin.vic.edu.au/privacy-policy](http://www.marcellin.vic.edu.au/privacy-policy).

## 9. Child Protection and Safety Policy

- 9.1 The Victorian Government introduced minimum Child Safe Standards into law to ensure that organisations providing services to children and young people create child safe environments. Ministerial Order 870 is a key part of the Government's response and the College supports the Ministerial Order and Child Safe Standards to ensure protection of all children, believing all young people have the right to be protected from all forms of abuse and neglect.
- 9.2 As a Marist Schools Australia (MSA) governed school, the College is also required to adhere to the Marist Standards and Child Protection Policy. The College's current:
- (a) Child Protection and Safety Policy;
  - (b) Child Safe Code of Conduct; and
  - (c) Procedures for Reporting and Responding to Allegations of Child Abuse,
- may be viewed in full on our website: <http://www.marcellin.vic.edu.au/student-wellbeing/child-protection-policy>.

## 10. Dress Code

- 10.1 Ongoing enrolment is dependent on continued compliance with the College's uniform policy and dress codes that apply whilst in uniform, at the College, in transit or representing the College in any situation.
- 10.2 The uniform must be worn in accordance with requirements provided in the Student Planner (e.g. shirts must remain "tucked in", ties worn properly, black leather shoes polished, spray jackets worn only when it is raining and only official school bags, hats and caps used).
- 10.3 In relation to grooming, students must be clean shaven with no facial hair and hair must be well groomed and not extreme in length or style. For example:

- (a) Hair must be off the collar and out of the eyes (when forward);
  - (b) Tails, mohawks, dreadlocks, corn rows, undercuts and facial hair are prohibited;
  - (c) Crew cuts are acceptable if no shorter than No. 2 clipper/comb; and
  - (d) No hair colouring is permitted.
- 10.4 No jewellery may be worn with the College uniform except for a watch and/or non-visible religious medal (cross) on a necklace.
- 10.5 Ear, tongue and other facial rings (even when covered with tape), bands/bracelets and visible religious medals are prohibited.
- 10.6 Visible Tattoos (temporary or permanent) are not permitted
- 10.7 The Applicant accepts the College's decision on what is reasonable or extreme.

## **11. Involvement in AGSV / VSRU**

- 11.1 Involvement in co-curricular sporting activities is integral to a complete education and active participation in activities (according to relative abilities) is mandatory for the entire term of enrolment.
- 11.2 A commitment is required for both training and performances listed in the College's timetable and other occasions arising from the College's membership of the Associated Grammar Schools of Victoria (**AGSV**) and Victorian Schools Rugby Union (**VSRU**).
- 11.3 The Applicant accepts that if the Student participates in an activity in the community that is also offered by the College, the Student must first represent the College if required.

## **12. Protection of Community**

- 12.1 Where required for the physical and moral protection of our community and its members, confiscation of prohibited or dangerous goods and other actions (e.g. searching of lockers) will occur.
- 12.2 Possession of prohibited substances by students whilst at the College, in transit or associated with the College in any capacity will result in immediate suspension.
- 12.3 The use of alcohol or any tobacco product is prohibited at all times whilst in uniform, at the College, in transit or representing the College in any situation.
- 12.4 The trafficking or distribution of illicit or illegal substances will result in involvement of relevant law enforcement organisations, a negotiated transfer to another educational setting or expulsion.