



**St Leonard's College**

An education for life.

# Terms of **Business**

ABN 52 006 106 556

CRICOS 00343K



## St Leonard's College

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*This document sets out the terms and conditions under which students are enrolled at St Leonard's College. The College retains the right to alter these Terms of Business from time to time. A place in the College is subject to agreement by parents and students to abide by the College's policies and school rules. Such policies and rules are designed to enhance and assist in the delivery of educational programs. The Principal (or Principal's representative) will be happy to discuss any queries with parents or guardians.*

### **In this document:**

- *Terms of Business* means these terms as amended from time to time by the College Council;
- *Enrolment Agreement* means the agreement comprised of the Admissions Policy and these Terms of Business;
- *the College Council* means the St Leonard's College Council;
- *the College* means St Leonard's College ABN 52 006 106 556;
- *parents* means the parent/s or guardian/s of a student or proposed student (as the case may be);
- *fees* means tuition fees and other charges invoiced by the College, unless otherwise stated;
- *student* means a child that has been admitted and enrolled as a student of the College;
- *proposed student* means a child that is the subject of an application to become a student of the College;
- *Sibling* means each of two or more children having one or both parents in common;
- *disability*, in relation to a student or proposed student means:
  - a) total or partial loss of the student's bodily or mental functions; or
  - b) total or partial loss of a part of the body; or
  - c) the presence in the body of organisms causing disease or illness; or
  - d) the presence in the body of organisms capable of causing disease or illness; or
  - e) the malfunction, malformation or disfigurement of a part of the student's body; or
  - f) a disorder or malfunction that results in the student learning differently from a student without the disorder or malfunction; or
  - g) a disorder, illness or disease that affects a student's thought processes, perception of reality, emotions or judgement or that results in disturbed behaviour.

## **Enrolment**

1. The College is a co-educational day school for boys and girls from Preparatory to Year 12, with an early learning centre for girls and boys from three years to five years. The College creates a physically, emotionally and spiritually safe coeducational environment with the aim of providing an exemplary, innovative education for its students, enriched by the traditions of its heritage.
2. This document sets out the terms and conditions under which students are enrolled at the College. The College reserves the right to vary and amend the Terms of Business from time to time. Notice of changes will be provided to parents.
3. The College provides educational services that are within the scope of the College's registration, being:
  - Preparatory – Year ten under the Victorian Foundation-10 priorities and standards (or equivalent if superseded) (P – 10).



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- Senior secondary courses which are normally provided in Years 11 – 12, including the Victorian Certificate of Education (VCE) or the International Baccalaureate Diploma Programme (IBDP).
  - The College also operates an Early Learning Centre service.
4. The College's course offerings, including co-curricular activities and programs, will be determined by the College at its sole discretion and may be varied or withdrawn at any time without prior notice. This may include making changes to the curriculum, co-curricular offerings, teaching methods and processes and other services affecting its students. The College's offering and delivery may be subject to government directives in place at the time.
5. Priority for admission into the College is given on the following basis:
- to children of permanent staff members;
  - to siblings of current students;
  - to children of Old Collegians;
  - by date of application thereafter.

For the Early Learning Centre, waitlist priority within this category is given to Applications for Enrolment with the shortest period of time between the Application for Enrolment being received by the College and the date of the proposed student's birth.

6. *An Application for Enrolment* is a prerequisite to be considered for entry, but does not provide a guarantee of a proposed student's admission as a student.
7. The College is listed on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) and welcomes applications from international students studying on subclass 500 visas.
8. A small number of places are kept for award at the Principal's discretion including for those seeking entrance through the College's Scholarship Programs.
9. Prior to admission (as far ahead as practicable and where the possibility of places arise) the College may arrange interviews with parents and proposed students. At this interview, or subsequent to it, proposed students may be required to undertake a test to identify strengths and possible areas where extra assistance may be required and to assist in appropriate placement and to enable reasonable adjustments, as provided for in these Terms of Business to be provided for where relevant. The scheduling of, or occurrence of an interview and/or test does not guarantee enrolment and is not an Offer of Admission of a proposed student as a student of the College. An Offer of Admission as a student will be made by way of written offer only.
10. The College is committed to the learning and support of all students and provides a level of support in addition to the general academic framework for students who are academically gifted and for those experiencing learning difficulties.

Families must, where learning difficulties exist which pertain to the educational, physical or psychological development of the proposed student, immediately advise the College. This information is of great importance in permitting the College to assess the needs of the proposed student and appropriate supports. Families must also advise the College of any change to this information in a timely manner and complete the annual update of family particulars at the beginning of each new school year. A failure on the part of families to provide such relevant information compromises the ability of the College to carry out its legal obligations.

Where learning issues emerge for currently enrolled students, the College may request external specialist assessments be undertaken and require families to meet any funding gap for support services deemed necessary and appropriate by the College after College and Government resources are allocated.



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11. A formal Offer of Admission into the College is conditional upon the College receiving by the date specified in the Offer:
- a completed and signed *Acceptance of Enrolment Offer* form; and
  - a completed and signed agreement to be bound by the *College Terms of Business*; and
  - *Parent Information Form*; and
  - *Student Images Parental Consent Form*; and
  - payment of the non-refundable admission fee specified in the *Acceptance of Enrolment Offer* form.
  - For the Early Learning Centre (in addition to the above), payment of a tuition deposit for Prep that is not transferrable, refundable or able to be deferred to a future year level except where the College is unable or unwilling to provide the student with enrolment in Prep. This deposit is deducted from the first account after the student has commenced in Prep.
  - For full fee-paying international students see the [International Student Fees and Charges document](#), available on the College website.
  - Failure to return documentation and payment by the due date may result in the place being offered to another student on the waiting list.
12. Where an Acceptance of Enrolment is signed, notice of cancellation must be provided in writing at least one full term prior to the student's commencement at the College. Where one full term of notice is not provided, the tuition fee for the first term of the student's enrolment will remain payable.
13. All proposed students and families applying to enrol a proposed student, acknowledge and agree unconditionally to these Terms of Business and accept all policies and rules of the College and to make all reasonable efforts to support and uphold the College's policies and rules. The College's policies and school rules are available on the College website or by request. Apart from the documents specified as forming part of the Enrolment Agreement, the College's rules, policies and procedures do not form part of the Enrolment Agreement.

## Reasonable Adjustments

14. Where information obtained by the College indicates that a student or a proposed student has a disability, the Principal or their delegate will consult with the student or proposed student, and their family or carers, to determine whether the disability would affect the student or proposed student's ability to participate in or derive substantial benefit from the educational program at the College. Following the consultation, the College will assess whether it is necessary to make an adjustment, and whether that adjustment is reasonable.
15. The College will take into account relevant circumstances and interests when identifying what is a reasonable adjustment, including the following:
- the nature of the student or proposed student's disability;
  - the information provided by, or on behalf of, the student or proposed student about how the disability affects the student or proposed student's ability to participate;
  - views of the student or proposed student, or an associate of the student or proposed student, about whether a proposed adjustment is reasonable and will enable the student or proposed student with a disability to access and participate in education and training opportunities on the same basis as students without disabilities;
  - information provided by, or on behalf of, the student or proposed student about their preferred adjustments;
  - the effect of the proposed adjustment on the student or proposed student, including the student's ability to participate in courses or programs and achieve learning outcomes and independence;
  - the effect of the proposed adjustment on anyone else affected, including the education provider, staff and other students; and
  - the costs and benefits of making the adjustment.



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16. The Principal may require the parents to provide medical, psychological or other reports from external specialists, and/or require an independent assessment of the student or proposed student to enable the Principal to determine what adjustments are necessary and whether they are reasonable (having regard to the criteria above for determining reasonable adjustments).
17. If reasonable adjustments are necessary to enable an existing or a proposed student to enrol in or participate at the College, the College will make those adjustments to the extent that they do not involve unjustifiable hardship.

In determining whether an unjustifiable hardship would be imposed on the College, the Principal will take into account the relevant circumstances of the case including the nature of the benefit or detriment likely to accrue or be suffered by any persons concerned (such as other students, staff, the College community, the student and the family of the student). This includes (without limitation):

- costs resulting from the student or proposed student's participation in the learning environment, including any adverse impact on learning and social outcomes for the student or proposed student, other students and teachers; and
  - benefits deriving from the student or proposed student's participation in the learning environment, including positive learning and social outcomes for the student or proposed student, other students and teachers; and
  - the effect of the disability on the student or proposed student; and
  - the College's financial circumstances and the estimated amount of expenditure required to be made by the College community - including costs associated with additional staffing and the provision of special resources or modification of the curriculum; and
  - the impact of the adjustments on the College's capacity to provide education of high quality to all students while remaining financially viable; and
  - the availability of financial and other assistance to the College (such as financial incentives, subsidies or grants available to the College as a result of the student or proposed student's participation); and
  - the nature of the student or proposed student's disability, the student or proposed student's preferred adjustment, any adjustments that have been provided previously and any recommended or alternative adjustments.
18. The Principal will discuss with the student or proposed student and the student or proposed student's family the concerns that it has regarding any proposed adjustment that would cause unjustifiable hardship to the College.
  19. If the Principal is satisfied the student or proposed student and parents have been sufficiently consulted, and adjustments required are not reasonable, or would cause unjustifiable hardship, the College may decide to decline to offer the proposed student a position or may defer the offer.

## Fees

20. The scale of fees for each academic year will be set by the College Council and notified to parents in the preceding year.
21. The College Council reserves the right to alter the scale of fees during the course of the academic year. Any increase will come into effect 28 days after written notification has been sent to parents.
22. The College will issue a charge for Tuition Fees which will include:
  - costs of tuition
  - class sets of books, materials and publications
  - provision of equipment (excluding BYO devices)
  - year-level camps (with the exception of Canberra and Big Experience)
  - prescribed excursions
  - participation in compulsory sport,
  - participation in College plays, musicals, bands, choirs, orchestra and ensembles.

Year level text books and stationery must be purchased separately. Where the College purchases stationery, annual subscriptions or applications for use by students, these charges will be charged in addition to Tuition Fees.



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23. Additional charges will apply for certain non-core programs or electives which include, but are not limited to:
- International Baccalaureate Diploma Programme (IBDP) registration fees
  - VET and VCAR subjects
  - Music, speech and drama lessons
  - musical instrument hire
  - participation in community sports, including swimming and aesthetic sports
  - optional music camps or events
  - optional outdoor education camps
  - optional competition attendance, including travel and accommodation costs
  - participation in clubs including swimming, basketball and netball
  - interstate and international events, including public speaking and debating competitions
  - out of hours care and holiday programs

Enhancement or special needs programs that exceed reasonable adjustments as outlined in clauses 14-19.

24. Fee accounts are rendered one term and 30 days in advance of the commencement of each term except where:
- (a) (international students) a child is a full fee paying overseas student – fee accounts will be rendered twice a year;
  - (b) (students commencing during a term) a child commencing during any school term – fee accounts will be rendered as soon as practicable on acceptance of enrolment; or
  - (c) (Year 12 students), - fees are payable in three (rather than four) equal instalments.

Tuition fees are not pro-rated if a child does not commence on the first day of the school year, is absent for part of a term, or leaves the College before the end of a term.

25. If a family has two or more siblings attending the College concurrently the following discounts apply to the cost of tuition:
- (a) for the second sibling – 5% reduction in fees for the second sibling; and
  - (b) for the third sibling – 15% reduction in fees for the third sibling; and
  - (c) for the fourth (and subsequent) sibling – 50% reduction in fees for the fourth (and subsequent) sibling.

The greatest discount applies to the fees for the lowest level.

26. Accounts may be paid by:
- (a) BPay;
  - (b) cheque;
  - (c) debit card transaction or electronic funds transfer; or
  - (d) credit card (only Visa or MasterCard accepted, no overseas cards accepted).

Cash payments can be made at a Bank Branch directly into the College Bank Account. The College will not accept cash payment on the College premises.

Arrangements for periodic payment terms may be requested through the Finance Office.



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27. All signatories to the *Acceptance of Offer of Enrolment* form are jointly and severally liable for fees payable as a result of enrolling a child at the College. This arrangement continues and may be changed only where required by law and with the agreement of the College.
28. Fee accounts are invoiced to both parents unless one parent provides notification in writing that they will take sole responsibility for payment, or evidence that fees are subject to a court order. Written notification altering responsibility for payment does not alter the joint and several liability of a parent for the fees where they have signed the *Acceptance of Offer of Enrolment* form.
29. A proportion of funds raised or fee income collected (but not Commonwealth or Victorian funding) may be applied to the conduct of the College's Early Learning Centre (ELC). Our ELC is an approved education and care service within the meaning of the Education and Care Services National Law (Victoria) and a not-for-profit service that is a feeder for enrolments to the College.
30. Fees continue to apply to all enrolled students without reduction or offset of any kind during any period of remote learning.
31. These Terms and Conditions of Enrolment do not affect the rights of the parent to take action under the *Australian Consumer Law* (ACL) if the ACL applies.

### Non Payment of Fees

32. The College may at its absolute discretion grant parents payment plans for fees.
33. Parents applying for payment plans acknowledge and agree that, for the purposes of the College undertaking necessary credit assessments, the College may:
  - (a) obtain credit reports containing personal information about the applying parents pursuant to section 18K(1) of the *Privacy Act 1988* (Cth);
  - (b) obtain reports from credit reporting agencies and other information in relation to parents consumer or commercial credit activities; and
  - (c) to the extent necessary to obtain reports under 19(a) and 19(b) above, give credit reporting agencies information about the parents (including identity particulars and application details).

Parents applying for periodic payment terms also acknowledge and agree that in accordance with section 18N(1) of the *Privacy Act 1988* (Cth) the College may give to, and obtain from, any credit providers that may be named in a credit report issued by a credit reporting agency, information about the parents credit arrangements. The applying parents understand that this information can include any information about their credit worthiness, standing, history or capacity as credit providers are allowed to give or receive from each other under the *Privacy Act 1988* (Cth).

Applying parents agree that information can be used for the purposes of:

- assessing their application for periodic payment (section 18L(4) *Privacy Act 1988* (Cth));
- assisting them to avoid defaulting on their credit obligations;
- assessing their credit worthiness and notifying other credit providers and credit reporting agencies of a default by the parents under these Terms of Business.



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34. The College may charge interest at a rate equivalent to 2% in excess of the rate of interest for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) if payments are not received by the due date
35. Parents are liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by the College for enforcement of obligations and recovery of monies due from the parents to the College.
36. The College may on 30 days written notice to the parents of a student discontinue the student's enrolment or cancel the new enrolment of a sibling if an account remains outstanding for more than 30 days.

### Interstate or Overseas Trips

37. All fees must be fully paid and up to date for a student to apply to join any private lessons, local school holiday camps, interstate or overseas College trips.

### Withdrawal of Children

38. Parents will provide one full term's notice in writing (by the first day of the preceding term) addressed to the College Registrar [enrolment@stleonards.vic.edu.au](mailto:enrolment@stleonards.vic.edu.au) if their child/children will be withdrawn (temporarily or permanently) from the College. Where such notice is not provided, one term's fees will be payable per child withdrawn. Where notice is given during a term, the remainder of the term's fees, plus the next full term's fees will be payable.
39. The withdrawal of a student must be confirmed by all signatories to the Acceptance of Enrolment Offer.
40. The College may agree to hold a place where a leave of absence from the College for a period of one full term or greater (up to one year) is requested. Full fees are payable to hold a place for the period absent. Requests for leave of absence consideration must be made in writing addressed to the Principal at least one term in advance of the proposed absence.
41. Upon receipt by the College of withdrawal notification in writing, a further waitlist application may be submitted for the proposed student. Subsequent re-enrolment of a child after a family chooses to withdraw the child will be at the Principal's discretion.
42. The College must be immediately notified of any infectious or contagious illness or diseases which are contracted by a student. Students must not attend the College or any College activity until a medical clearance stating the student is no longer infectious or contagious has been obtained in writing and provided to the College.
43. Parents may be entitled to a pro-rata remission of fees in the event of a student being absent, through illness or accident, for twenty or more consecutive school days and up to one term's school fees. All claims are subject to the production of medical certificates and/or other appropriate evidence as reasonably requested by the College.
44. Where a student is a scholarship awardee, the College requires that the student's parents repay the amount of any scholarship received by the student where the student withdraws from the College.

### Expectations of Students and Parents

45. All students and, where applicable, the parents are required to abide by the College policies and procedures (as introduced or amended or varied from time to time) including but not limited to those concerning:
  - (a) codes of conduct;
  - (b) the care, safety and welfare of students;
  - (c) student behaviour, discipline and standards of dress;



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- (d) anti-harassment and discrimination;
- (e) technology and social media use; and
- (f) grievance procedures.

46. Failure to abide by the College policies may result in disciplinary action for the student or cancellation of enrolment.

47. Parents agree to assist the College in discharging its obligations under the Child Wellbeing and Safety Act 2005 (Vic) by participating in any 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 a regulatory authority.

### Discipline

48. At the discretion of the Principal the College reserves the right to discipline a student, during school hours, and including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College for any act of serious or continuous misconduct either during or outside of school hours. The continued enrolment of a student at the College is subject to the student’s good conduct and satisfactory performance. Disciplinary action may include, but is not limited to, termination of enrolment.

49. The Principal reserves the right to remove any student from the College on the grounds of unsatisfactory conduct or if the student is found to have engaged in behaviour deemed detrimental to the College, its staff or students.

50. If the Principal suspends the student, the parents shall be notified of the suspension and the period for which the suspension shall operate.

51. If suspended, the student shall not enter the College grounds for any purpose during the period of suspension without the express permission of the Principal. The student shall be the sole responsibility of the parents during the period of suspension.

52. The parents are expected to support the aims, objectives, ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the student and/or parents if, in the opinion of the Principal, the parent is found to have breached the Community Code of Conduct.

### Losses Due to Theft of or Damage to Property

53. The College prides itself on a level of care and the provision of a safe learning environment for all students. However, even in the safest environment, theft of and damage to personal property may occur. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from the theft or damage of property, howsoever caused.



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54. Parents unconditionally release the College from any and all claims arising from the theft or damage of the parents' or their child's personal property, howsoever caused.
55. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
  - (a) in defending a claim by the parents and/or their child arising from the theft of or damage of the parents' or their child's personal property; and
  - (b) relating to claims that the parents' child has caused the loss or damage of property belonging to the College or a third party.

### Accident and Personal Injury

56. The College takes all appropriate care to provide a safe environment for all students, however accidents do occur. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from accident or personal injury howsoever caused.
57. In the event of an accident or medical emergency when it is impractical to communicate with the parent or nominated contact person, the parent authorises the Principal to authorise medical, surgical or other treatment as the College considers necessary in the best interests of the student. The parent will indemnify the College for costs arising from any such emergency or urgent medical treatment.
58. To the extent permitted by law and subject to clause 43, parents unconditionally release the College, and any employees, directors or officers of the College, from any and all claims arising from accident or personal injury, howsoever caused (including accident or personal injury arising from any negligent act or omission of the College, its employees, directors or officers).
59. Where the College holds accident insurance for accidental injury or illness of students (who are injured or become ill as a direct result of their involvement in activities organised and supervised by the College, or associated with their enrolment at the College), parents may make a claim on that insurance policy on the terms set out in the Accident Insurance Cover Claim Form. The College makes no representation or warranty as to its liability to parents or students for any direct or indirect loss, cost or expense suffered or incurred by a student and arising from accident or personal injury howsoever caused, or that any cover held by the College will cover such loss, cost or expense.
60. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
  - (a) in defending a claim by the parents and/or their child arising from accident or personal injury; and
  - (b) relating to claims that the parents' child has caused or contributed to an accident or personal injury, howsoever caused.



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## Bullying

61. The College is aware that bullying is an issue that may arise. The College has strict policies and rules on bullying, and parents should ensure that any allegations regarding bullying are notified to the College without delay. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from the bullying or alleged bullying of a student.
62. Parents unconditionally release the College from any and all claims arising from the bullying or alleged bullying of the parents' child.
63. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
  - (a) in defending a claim by the parents and/or their child arising from bullying or alleged bullying of a student; and
  - (a) relating to claims that the parents' child has bullied another student.

## Standard of Education

64. The College aims to provide a holistic education at the highest possible level and full details of its curriculum are readily available. As such the College makes no representation or promise regarding any particular academic achievement or level of performance of any student. The College is not responsible for and excludes all liability where, in circumstances outside the College's control, a student does not meet the expected standards of education.
65. Parents unconditionally release the College from any and all claims relating to or arising from any allegation that the student has not met expected standards of education.
66. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College in defending a claim by the parents and/or the student arising from an allegation that the child has not met expected standards of education.

## Compliance with School Policies and Rules

67. Parents and students acknowledge having read the school policies and rules, and agree to be bound by same, including as amended from time to time.

## Provision of Information

68. Unless otherwise agreed in writing by all signatories to the *Acceptance of Offer of Enrolment* form, or unless court orders specify otherwise, the parents agree that any signatory to this application may request and receive information about the student, including but not limited to school reports.

## Privacy Act Provisions

69. The College abides by the requirements of the *Privacy Act 1988 (Cth)*, *Health Records Act 2001 (Vic)* and *Child Information Sharing Scheme (CISS)*. A copy of the College Privacy Policy is available for viewing on the College website at [www.stleonards.vic.edu.au](http://www.stleonards.vic.edu.au)
70. The College is aware of its positive exceptions to privacy including the obligations falling on particular staff (teachers, College counsellors, College nurse etc.) relating to mandatory reporting, as well as the obligation on the College under CISS and on the Principal relating to reportable conduct, and those obligations of all staff under the College's child safety policies and procedures.



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71. The College collects personal information, including sensitive information about students and parents before and during the course of enrolment at the College. The primary purpose for collecting this information is to enable the College to provide the most appropriate schooling for a student.
72. Information is also collected to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care. For example, information is required from parents of students up to and including year 6 to complete and sign the registration form for out of hours care, even if parents do not intend to regularly use out of hours care. This authorises the College to have students cared for by qualified staff in its out of hours care program in case of emergencies.
73. Laws governing or relating to the operation of schools require that certain information is collected. These include Public Health and Child Protection laws. Health information about students is sensitive information within the terms of the National Privacy Principles under the Privacy Act 1988 (Cth). Parents are asked to provide medical reports about their children from time to time. It is a requirement of the College that medical information (and vaccination certificates for children in the Junior School) is completed prior to commencement, and that this information is kept up to date for the duration of enrolment.
74. The parents acknowledges that the *Application for Enrolment* has been completed honestly and correctly, and that the parents have made full disclosure in response to the matters and questions raised in the *Application for Enrolment*.
75. The College at times discloses personal and sensitive information to others for administrative and educational purposes. This includes to other schools, government departments, medical practitioners and people providing services to the College, including specialist visiting teachers, coaches and volunteers. In the enrolment process, the College may request information from a child's current or previous school or educational setting; English language proficiency reports; reports from external consultants; results of any past testing undertaken, to assist in the facilitation of the transfer and the provision of the most appropriate educational program at the College. If we do not obtain the information referred to above we may not be able to enrol or continue the enrolment of your child.
76. The College is increasingly using electronic communication to provide information to, and seek responses from, members of the College community. Course guides, College newsletters and other communications are posted on the website, and the use of electronic communications to parents is increasing.
77. Parents are required to notify the College of any changes in contact details (address, telephone, email), and to notify the College of any information which may affect the College's care for its students, including medical updates, changes in family arrangements or details of any court orders or parenting orders which affect a student.
78. There are times when St Leonard's College students are involved in activities that are of interest to the College community, which portray students and the College in a positive and informative manner. Student images, including photographs, postings on the internet, films and video recordings, may be used in communication channels including College newsletters and magazines (print and digital), the College website and intranet, and College social media platforms. There are also times when student work may be displayed, published or photographed for educational or promotional purposes. Photographs are taken with the knowledge of the College, or by staff responsible for a particular activity. Parents are provided with information about student image use where a formal offer of admission is made. Parents consent 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.
79. Students may also seek access to personal information about themselves. Personal information collected from students is regularly disclosed to their parents. Parents may seek access to personal information collected about them and their child by contacting the College. However, there will be occasions when access is denied. Such occasions may include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the student, or where students have provided information in confidence.



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80. From time to time the College engages in fundraising activities. Information received from parents may be used to make an appeal to them. Personal information will not be disclosed to third parties for their own marketing purposes without parental consent.
81. Family contact details (email and telephone number) will be included in a family contact list (distributed by year level for ELC to Year 6 families) unless the College is advised otherwise in writing.
82. If the College is provided with the personal information of others, such as doctors or emergency contacts, parents are encouraged to inform them that they are disclosing that information to the College and why, that they can access that information if they wish and that the College does not usually disclose the information to third parties

### Attendance

83. The College is committed to accurate recording and rigorous monitoring of the attendance of all students and to responding promptly to any attendance issues that may occur.
84. Attendance records are maintained electronically. Teachers record attendance and any absence during the school day is notated.
85. Where no advice has been received from a parent, the College will attempt to ensure contact is made between the parents or nominated contact and the College Office to enquire as to the reason for the student's absence.
86. The student must attend the College on the dates and between the hours advised by the College.
87. After holiday periods the student is expected to return to the College on the dates fixed by the College unless permission is obtained from the Principal.
88. The student is not permitted to leave the College at the end of term until the published closing date unless permission is obtained from the Principal.
89. It is the parent's responsibility to advise the College as soon as practicable if a student is to be absent for any reason and the estimated length of absence.
90. All attendance records are maintained until a student reaches 25 years of age or as otherwise required by law. Attendance records include notes, emails and phone records.
91. The parents will encourage the student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the student may develop holistically.
92. The student, and the parents if required, must attend and participate in all compulsory co-curricular activities including class excursions, camps, music rehearsals and performances, sport training and matches and other such activities unless exempt due to medical reasons or similar.

### Continued Enrolment

93. Enrolment at the College commences in the first year of a student's enrolment and continues each subsequent year until completion of year 12 or until the student is otherwise withdrawn or removed from the College.



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### Enrolment Register

94. The College has an enrolment register that is a permanent record of the students admitted to the College. The enrolment register determines those students for whom attendance must be registered and monitored. The College has processes and procedures in place to ensure that the register is kept up to date.
95. Parents may request a change in a child's preferred first name and/or gender identifier and/or pronouns which can be updated on the College enrolment register. Use of a preferred first name does not change the legal name used in official documents such as school reports and transcripts. The College is unable to make changes to a child's legal first name or surname without a re-issued birth certificate or 'Change of Name' certificate (for students born overseas) as issued by Births, Deaths and Marriages Victoria.
96. Parents of proposed students should communicate any changes in contact details (address, telephone, email) to the College via email/in writing so that contact can be maintained. The College will take reasonable efforts to maintain up to date contact details for all families, however, failure to communicate a change in contact details could mean a loss of enrolment opportunity.

### Intellectual Property

97. Where the College has designed, drawn, written, or created educational systems, techniques and curriculum in relation to the student, then the copyright in those designs, drawings, documents, systems, techniques and curriculum shall remain vested in the College, and shall only be used by the parent at the College's discretion.

### Legal Construction

98. These Terms shall be governed by and interpreted according to the laws of the state of Victoria and the College and parents' consent and submit to the exclusive jurisdiction of the courts of Victoria.
99. If any provision of these terms is held to be invalid, illegal or unenforceable (in whole or in part) such provision shall be deemed not to form part of these terms and is to be omitted without effecting the legality of the remaining terms, which continue in full force and effect.

### Termination

The Enrolment Agreement may be terminated in accordance with the provisions of these Terms of Business and as permitted by law.



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