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Oxley College Limited ABN 80 002 341 791

## Enrolment Agreement

This form constitutes an agreement between the Board of Governors of Oxley College, representing Oxley College ('The College') and the person/s named on the reverse as 'The Parent', for the enrolment into the College of the Student named below. It should be read in conjunction with the Fee Schedule.

Student's Surname: .....

Year Commencing:.....

Given Names: .....

Year Level: .....

Preferred Name: .....

Date of Birth: .....

### It is agreed as follows:

#### 1. Definition

- 1.1 In this Agreement, unless the context otherwise requires:
  - 1.1.1 'Head' means the Head of College, any Acting Head of College or any other Staff Member of the College from time to time carrying out the duties or exercising the authority of the Head of College.
  - 1.1.2 'Parent' means the person or persons stated on the reverse side as the Parent(s) or Legal Guardian.
  - 1.1.3 'Fee Schedule' means the fee schedule, levies and other payments, and the terms for their payment, set from time to time by the College.
  - 1.1.4 'College' means Oxley College.
  - 1.1.5 'Board' means the Board of Governors of Oxley College.
  - 1.1.6 'School Year' shall consist of two semesters (each semester consisting of two terms). The commencement and ending dates of these periods shall be as published by the College on a regular basis.
  - 1.1.7 'College Fees' payable shall be as detailed in the annual 'Fee Schedule', approved by the Board and payable at the commencement of each term.
  - 1.1.8 'Student' means the registered student stated above.
  - 1.1.9 'Enrolment Charge' means the non-refundable fee paid by the Parent on accepting an offer of placement into the College.
  - 1.1.10 'Enrolment Deposit' means the refundable deposit paid by the Parent on accepting an offer of placement into the College.
  - 1.1.11 The College reserves the right to amend the educational offering in the period between application and admission.
  - 1.1.12 The Board may alter these Conditions of Enrolment at any time by notification in writing. Alterations will apply from the date of the notice or from the date indicated in any such notice.

#### 2. Parents' Obligations

- 2.1 The Parent wishes the College to accept the Student as a Student at the College commencing from the date of entry stated above with the status indicated as above.
- 2.2 In consideration of the College agreeing to accept the Student, the Parent agrees with the College to:
  - 2.2.1 pay the Enrolment Charge and Enrolment Deposit at the time of signing this Enrolment Agreement;
  - 2.2.2 comply with the rules and regulations of the College as amended from time to time;
  - 2.2.3 acknowledge that the College's programmes and activities may be altered or added to at any time either verbally or in writing;
  - 2.2.4 pay all College fees strictly in accordance with the Fee Schedule and at the start of each term;
  - 2.2.5 keep the College indemnified against any loss or damages caused by any failure of the Student to observe the rules and regulations.
- 2.3 Where the Parent of a Student has been granted a Guardian Visa (or similar) for the purpose of caring for a Student attending this College as a day student, it is essential that the Parent is residing with that student at all times.
- 2.4 If the College Fees are to be paid by a person other than the Parent, that person's name must be provided on the reverse of this form and that person must sign this Enrolment Agreement, accepting responsibility for payment of College Fees.
- 2.5 Absence from the College during the whole or any part of the term will not in itself justify the remission of fees.
- 2.6 Students are responsible for their personal belongings and the College will not be liable for any loss of these belongings.
- 2.7 Parents are required to abide by the College's Code of Conduct.
- 2.8 Safety of students is paramount. All parents must drive safely around College. Any breaches may result in parents being no longer

permitted to enter College grounds.

#### 3. Failure to Take up Place

- 3.1 If the Student fails to take up their place at the College at the proposed date of entry, the Parent acknowledges that the Enrolment Charge will not be refunded.

#### 4. Enrolment Variation – Withdrawal of Students

- 4.1 If a Student is to be withdrawn from the College, at least one full term's notice must be given to the Head, in writing.
  - 4.1.1 It would normally be expected that a withdrawal would take effect from the end of a term in which case the notice must be given before the beginning of that term.
  - 4.1.2 If the withdrawal or change is to take place at any other time, the notice must be given before the beginning of the College term preceding the term in which the change is to occur.
  - 4.1.3 A penalty of a full term fees would normally apply if adequate notice is not given.

#### 5. Request to Change Date of Entry

- 5.1 If the Parent wishes to postpone the date of entry of the Student to the College (either to another date in the same year or to a later enrolment year) the Parent must give notice in writing of that request to the College.
  - 5.2 The College in its absolute discretion may or may not agree to that request.
  - 5.3 If the College agrees to the Parent's request:
    - 5.3.1 the Parent acknowledges that the Student will be placed on a waiting list for that year of enrolment; and
    - 5.3.2 this Agreement will terminate.
  - 5.4 The Parent acknowledges that, should a place be available to the Student for the later date of entry, the Parent must sign a further Enrolment Agreement and otherwise comply with the College's enrolment requirements applicable at the time.
  - 5.5 The College may or may not in its absolute discretion require the payment of a further amount in the event of increase in the Enrolment Charge and/or Enrolment Deposit.

#### 6. Parents' Instructions

- 6.1 If the College needs instructions from the Parent then:
  - 6.1.1 if more than one Parent has signed this Agreement as Parent, the College may in its discretion act upon the instruction of either or both Parents; or
  - 6.1.2 if at any time there is in force a Parenting Order or Registered Parenting Plan of the Family Court of Australia relating to the care, welfare or development of the Student, or more specifically to their education, the College will act only upon the instruction of the person on whom the Order or the Plan confers duties, powers, responsibilities or authority in relation to the particular matter upon which the College seeks instruction, regardless of who executed this Agreement as Parent.

#### 7. Emergencies

- 7.1 In the event of any medical or other emergency arising, concerning the Student, in which the College considers it impracticable to communicate with any Parent, the Parent authorises the College to act as they may think appropriate or reasonable in all of the circumstances. This may, but not be limited to, the provision of medical treatment.
- 7.2 The College, its employees and agents are indemnified in respect of all costs and expenses arising directly or indirectly out of such treatment.

#### 8. Academic Progression

- 8.1 Progression from one academic term to another academic term is dependent on the Student successfully completing the College's requirements of the applicable academic year.

**9 Discipline & Expulsion**

- 9.1 The Head may determine when conduct of the Student, whether inside or outside the College precincts, warrants discipline and may apply such discipline as the Head in all of the circumstances considers reasonable, having regard to the disciplinary expectations of the College from time to time and the nature of the conduct. The Parent acknowledges and accepts that the College's behaviour management expectations provide for suspension and expulsion from the College.
- 9.2 If the Student is so expelled or suspended, no refund of tuition fees will be made.
- 9.3 The Head may also determine that the conduct of the Student prior to their taking their place at the College on the date of entry warrants termination of this Agreement, which shall be effected by written notice to the Parent. In those circumstances, the Parent acknowledges that the Enrolment Charge will not be refunded.
- 9.4 If the Head or Board believes that a mutually beneficial relationship of trust and cooperation between a parent and the College has broken down to the extent that it adversely impacts on that relationship, then the College, the Board or the Head may terminate this Agreement which shall be effected by written notice to the Parent.

**10 Special Needs**

- 10.1 The Parent acknowledges that they have disclosed to the College in writing, any special needs (including but not limited to any medical, academic, physical or psychological needs) which the Student may have.
- 10.2 If the Parent has indicated that the Student has special needs, should any of those special needs change in any way, the Parent must notify the College immediately.
- 10.3 If at any time during the Student's enrolment at the College the Student has any special needs which were not in existence at the time this Agreement was signed, the Parent must immediately inform the College of those special needs. Particularly, the Parent must disclose to the College any medical, psychiatric or psychological conditions which may impinge upon the Student's academic performance or ability to participate fully as a member of the College community.

**11 Unpaid Fees**

- 11.1 The Parent acknowledges that a Student's enrolment may be discontinued where fees are unpaid within fourteen (14) days of the commencement of term except where special arrangements for payment have been made in writing and accepted by the College.
- 11.2 Each signatory to this agreement is jointly and severally liable for the payment of fees.

11.3 The College reserves the right to apply a monthly service charge as a fee for late payment of fees as may be determined by the Board from time to time. The service charge once applied will remain in force until the debt is paid in full.

11.4 The College reserves the right to take any appropriate action in the collection of unpaid fees, including the use of a collection agency.

11.5 If it becomes necessary for the College to collect unpaid fees, then any collection and legal fees incurred by the College in that process will be paid by the Parent. The total of those fees will become a liquidated debt payable to the College by the Parent.

**12 Liability**

12.1 If both Parents have signed this agreement as Parent, both parties acknowledge their liability as Parent under this Agreement is joint and several.

**13 Goods and Services Tax (GST)**

13.1 The Parent acknowledges that GST may apply to some of the fees and charges payable to the College. Wherever possible, the College will quote its fees and charges on a GST inclusive basis.

13.2 If for any reason GST becomes payable in respect of any part of any fees and charges payable by the Parent to the College, then the College reserves the right to amend those fees and charges at any time.

**14 Collection and Disclosure of Personal Information**

14.1 The Parent acknowledges that the College will collect personal information about the Parent and the Student from time to time which may be necessary for the College's function or activities.

14.2 The Parent in particular acknowledges the College's duty to collect Information on Student background characteristics as defined by the Ministerial Council on Education, Employment, Training and Youth Affairs (MCEECDYA) in their National Goals for Schooling (1999). The enrolment of the Student will not be complete without the return of the MCEECDYA Data Collection Form supplied with this agreement for that purpose.

14.3 The Parent authorises and consents to the College's use and disclosure of such information for purposes related to the education, health, care, welfare or development of the Student.

14.4 The Parent authorises the College to include photos of the Student in Oxley College publications and associated publicity (including electronic and print).

14.5 The Parent authorises the College to use their family contact details in a Parent Contact List which is distributed annually within the College community.

**BEFORE SIGNING, please ensure you have read this document in full**

This section is to be completed and signed by the Parent's or Legal Guardian/s (where applicable, all parties to sign).

I / We have read the foregoing and agree to its provisions.

SIGNATURE/S	FULL NAMES (Printed)	DATE
.....	.....	...../...../.....
.....	.....	...../...../.....
.....	.....	...../...../.....
.....	.....	...../...../.....

This section is to be completed and signed only where a person other than the Parent/Guardian is responsible for the payment of fees.

I / We have read the foregoing and agree to be responsible for payment of fees or such other sums as shall be required by this agreement.

.....	.....	...../...../.....
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This section to be completed and signed by the Head of College.

On behalf of Oxley College, I accept the above named Student for entry to the College as stated above.

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