

ENROLMENT TERMS AND CONDITIONS

1 Definitions

- 1.1 College means the registered school known as Ilim College operated by Ilim College ABN 18 253 453 361.
- 1.2 College Principal means the person who occupies the role of Chief Executive Officer of the College from time to time.
- 1.3 Education Services means the education programs, teaching programs, curriculum, co-curricular programs and activities, pastoral care programs and all ancillary programs offered by the College to its students.
- 1.4 Fee Paying Parents means both Parents nominated in the Acceptance of Enrolment, unless the College and the Parents agree that one parent is responsible for payment of fees.
- 1.5 Levies means all levies, including but not limited to, the capital levy as outlined in the School Fees Schedule published by the School from time to time to which the School Fee Policy applies.
- 1.6 Parents means the person or persons who have legal parental responsibility for the Student (including legal guardianship).
- 1.7 Policies and Procedures means all policies and procedures, guidelines, codes of conduct, rules and regulations of the College as amended from time to time.
- 1.8 School Fees means all sums payable for the Education Services provided by the College as outlined in the School Fees Schedule published by the College from time to time, including the Tuition Fees and all Levies.
- 1.9 School Fee Policy means the School Fee Policy of the College, as applicable for each of its campuses, from time to time.
- 1.10 Student means the student nominated in the Application for Enrolment and enrolled at the College.
- 1.11 Tuition Fees means tuition fees as outlined in the School Fees Schedule published by the College from time to time.

2 General

- 2.1 These terms and conditions of enrolment set out the terms and conditions on which students are enrolled at the College. By enrolling their child at the College, the Parents accept and agree to be bound by these terms and conditions of enrolment.
- 2.2 The Parents acknowledge and agree that the College may from time to time vary these terms and conditions of enrolment.
- 2.3 Subject to these terms and conditions, once enrolled, the Student remains enrolled at the College from year to year until the completion of the last year at the College unless the Student's enrolment is withdrawn or otherwise terminated.
- 2.4 The College offers an extensive range of Education Services to its students within the scope of the College's registration.
- 2.5 The College has set Islamic Values. The Educational Services to the students will be delivered according to the Hanafi School of Thought.
- 2.6 At all times the College reserves the right, subject to legal requirements, to select the students who attend the College according to the Enrolment Policy or other relevant Policies and Procedures, as varied from time to time. The College may, in its absolute discretion, reject an application for enrolment.
- 2.7 Any delay by the College to strictly enforce these terms and conditions of enrolment is not a waiver of the College's rights.

2.8 Any right, entitlement, obligation of or action required by the College under the Contract may be exercised by the College Principal on behalf of the College.

3 Fees and charges

- 3.1 The Parents will be required to pay a once only, one per family capital levy per year, as a pre-entry payment prior to the Student is commencing at the College. For the avoidance of doubt, if the Parents have more than one child enrolled at the College, the capital levy is payable once only for the first child enrolled at the College. The Capital levy will again be applicable for students of the family commencing in subsequent years.
- 3.2 An offer of enrolment must be accepted within the period prescribed in the letter of offer of enrolment by completing and signing an Acceptance of Enrolment which must be accompanied by the payment of the requested capital levy. Failure to pay the capital levy on time may result in the revocation of the offer of enrolment at the College. The capital levy payment is non-refundable. The amount of the capital levy payment is provided in the School Fee Schedule.
- 3.3 Subject to clause 3.4, the Parents are jointly and severally responsible for payment of all School Fees associated with the Student's enrolment and attendance at the College.
- 3.4 The College and the Parents may agree that only one Parent be nominated as the Fee Paying Parent and solely responsible for payment of School Fees for the Student. However, both Parents agree and acknowledge that all other obligations in relation to the Student's enrolment at the College apply to both Parents jointly and severally.
- 3.5 The Parents agree that all School Fees apply for the period of enrolment of the Student and that period includes any period in which the Student is absent from the College for any reason, including approved absences.
- 3.6 The Fee Paying Parents agree to pay all School Fees when due and in full as notified by the College to the Fee Paying Parents in writing from time to time.
- 3.7 If the Student is admitted to the College during a term, School Fees will be determined on a pro rata basis in respect of that term.
- 3.8 The Parents acknowledge, and agree to be bound by, the Enrolment Policy, the School Fee Policy and the Enrolment Terms and Conditions, as may be amended by the College from time to time.
- 3.9 The Parents agree that the College may set School Fees annually to reflect inflation, increased capital outlay and other costs incurred in the operation of the College, or any other reason at the College's discretion.
- 3.10 If School Fees are not paid in accordance with the College's requirements, including any other amounts imposed on the Student as a result of any breach of the College's Policies and Procedures, the College reserves the right to refuse to allow the Student to continue their education at the College, or may terminate the Student's enrolment at the College.
- 3.11 The College Accounts Team is authorised to take such action deemed necessary, including legal proceedings, to recover any unpaid School Fees and other amounts owing to the College.

3.12 The Fee Paying Parents agree to indemnify the College for all costs incurred by the College in recovering or attempting to recover all outstanding amounts to the College including, but not limited to, legal costs and disbursements incurred by the College.

4 Disclosure

- 4.1 The Parents confirm that the Application for Enrolment has been completed honestly and correctly, and that the Parents have made accurate, up-to-date and full disclosure in response to the matters and questions raised in the Application for Enrolment.
- 4.2 Prior to and during enrolment, the Parents must supply to the College any additional information as may be requested, including copies of documents such as medical/ specialist reports, reports from previous schools, court orders or parenting agreements. Provision of requested documentation is regarded as a condition of enrolment and enrolment may be refused or terminated where the Parents has unreasonably refused to provide requested information or knowingly withheld relevant information from the College..
- 4.3 The Parents, by applying to enrol the Student at the College, declare 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.

5 Policies and Procedures

- 5.1 By accepting enrolment of the Student at the College, the Parents agree that they have read and understood, and accept the Policies and Procedures of the College at the time of enrolment of the Student, and as they are varied or added to over time.
- 5.2 The Parents agree that they will comply with and take all reasonable steps to uphold the Policies and Procedures (as introduced, amended and/or added to by the College from time to time) and support the implementation of the Policies and Procedures including but not limited those concerning or dealing with:
 - (a) the care, safety and welfare of students;
 - (b) standards of dress, grooming and appearance;
 - (c) grievance and complains;
 - (d) social media and the use of information, communication and technology systems;
 - (e) student behaviour and conduct and discipline of students, including the Student Code of Conduct;
 - (f) parent behaviour and conduct, including the Parent Code of Conduct; and
 - (g) privacy.
- 5.3 In the event of a conflict or inconsistency between the Policies and Procedures and these terms and conditions of enrolment, the term in the document that allows for the better administration of the College (as determined by the College Principal) shall take precedence.
- 5.4 The Parents agree that the College has absolute discretion in all of its operational and educational matters and offerings, and that the Parents accept and comply with those decisions.

ENROLMENT TERMS AND CONDITIONS

- 5.5 The Parents will, at all times, conduct themselves in a respectful, supportive and calm manner when dealing with the College's staff, other parents and students. Parents will take responsibility to ensure that the Student and the Parents behave in such manner that upholds the reputation of the College and does not bring the College into disrepute.
- 6 College's responsibilities**
- 6.1 The College will be responsible for the care of the Student on College grounds during school hours on scheduled school days or at events and excursions sanctioned by the College. Parents are responsible for the supervision and safety of the Student outside of these hours.
- 6.2 The College will endeavour to educate the Student with due care and skill, acting in the best interests of the Student individually where possible, and the student body generally.
- 6.3 The College does not make any specific promises or representations that the Student will achieve a specific level of academic achievement and no such representations are to be implied on the basis of the College accepting the Student for enrolment. The College will provide every reasonable opportunity to the Student to achieve his or her best potential.
- 6.4 The College will use its best endeavours to provide all students with an environment that is safe, compassionate, caring and fosters their individual growth. The College attempts to support all of its students, whatever their abilities, in the pursuit of excellence.
- 6.5 The College, at all times, will determine the curriculum and co-curriculum, including which activities are compulsory. The College may also set any performance expectations pre-requisites for study in any part of the curriculum or co-curriculum that it determines reasonable.
- 6.6 The College will ensure that the Policies and Procedures are accessible to the Student and to Parents via the College website.
- 7 Parents' Responsibilities**
- 7.1 The Parents agree that all persons that have parental and/or legal guardianship responsibility for the Student must sign the Acceptance of Enrolment unless one of those persons can demonstrate in writing, either by evidence of a court order or other sufficient documentary evidence, to the satisfaction of the College Principal, that he/she has sole legal responsibility for:
- the education and enrolment of the Student; and
 - payment of all School Fees.
- 7.2 The Parents will, at all material times:
- ensure that the Student attends the College on every school day for the educational program in which they are enrolled;
 - encourage and support the Student to take full advantage of the curricular and co-curricular opportunities offered by the College;
 - facilitate the Student participating in mandatory College activities including, but not limited to, camps, excursions, pastoral care programs, curricular and co-curricular activities;
 - provide the Student with all necessary resources, books, stationery items, uniforms and equipment that is required for the Student to be able to participate in and benefit from the education offered by the College;
- ensure that the Student attends the College dressed in accordance with the College uniform policy unless the College has approved otherwise;
 - attend student led learning conferences, parent-teacher interviews and other meetings desired or required by the College;
 - communicate with the College in a manner that is respectful and facilitates a relationship of mutual trust between the Parent, Student and the College;
 - support the College and its staff in their efforts to educate the Student including any disciplinary steps taken by the College as set out in any Student management/behaviour plan;
 - ensure the College is aware of all relevant medical and personal information to enable it to educate and care for the Student, including keeping the College informed of any changes to that information;
 - comply with the requirements and expectations set out in the Parent Code of Conduct or other policy implemented by the School from time to time which sets out the School's expectations of Parents who have Students enrolled with the School.
 - comply with all Policies and Procedures, including processes, guidelines and rules set by the College (as introduced or amended from time to time) to ensure that the Student is able to take full advantage of the education offered by the College.
- 8 Student responsibilities**
- 8.1 At all times during the enrolment at the College, the Student will:
- attend the College on every school day for the educational program in which he is enrolled;
 - take full advantage of the curricular and co-curricular opportunities offered by the College;
 - participate in mandatory College activities including, but not limited to, camps, excursions, assemblies, curricular and co-curricular activities which are designed to enrich and extend their education;
 - participate respectfully in all pastoral care programs;
 - maintain in neat and functional condition all necessary resources, books, stationery items, uniforms and equipment required for participation in the education offered by the College;
 - exercise appropriate self-discipline, follow established College and classroom rules, and behave in a way that does not impact the learning or wellbeing of others or bring dishonour or disgrace to the College;
 - communicate with the staff, students and other members of the College community in a manner that is respectful and facilitates a relationship of mutual trust;
 - comply with the Policies and Procedures (as introduced or amended from time to time);
 - meet the expectations of the College regarding uniform and personal appearance and comply with the Student Code of Conduct;
 - accept and comply with any and all reasonable behavioural management processes applied for breach of College policies and rules.
- 9 Discipline**
- 9.1 The College has a high expectation of the behaviour and discipline, personal presentation, conduct, effort in class and general demeanour of the Student.
- 9.2 The College has an absolute discretion to determine when the conduct of the Student warrants disciplinary action to be taken by the College and the College may apply disciplinary measures that the College deems appropriate in accordance with the Policies and Procedures.
- 9.3 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.
- 9.4 The Parents agree that the proper and effective operation of the College requires the College to be able, in its sole discretion:
- to terminate the enrolment of the Student; and
 - to impose any lawful disciplinary action that the College deems appropriate or suspend the Student.
- 9.5 If a Student is suspended, the Parents shall be notified to that effect and the period for which the suspension shall operate.
- 9.6 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 College Principal and shall be the sole responsibility of the Parents during such period.
- 9.7 The Parents are expected to support the aims, objective, beliefs, rules and policies and discipline of the College. Disciplinary action may be implemented against the Parents if in the opinion of the College Principal the Parents are found to have breached the Parent Code of Conduct.
- 10 Withdrawal of Student from the College and periods of absence**
- 10.1 Written notice from the Parents, including any prescribed form by the College for this purpose, must be provided to the College if the Parents wish to terminate the Student's enrolment with the College. The College Principal may request an appointment with the Parents to discuss the withdrawal and to seek provision of any necessary documents.
- 10.2 Parents must give one full term's written notice that they wish to terminate the Student's enrolment with the College (and thereby withdraw the Student from the College).
- 10.3 The Parents agree that if clauses 10.1 and 10.2 are not complied with, the Fee Paying Parents will be charged School Fees for the period that the Student is enrolled at the College and School Fees for the following full term.
- 10.4 The Parents agree that under no circumstance are any Levies refundable upon withdrawal of the Student from the College.
- 10.5 If School Fees remain outstanding when the Student's enrolment with the College is terminated owing to Parents withdrawing the Student from the College, the Fee Paying Parents will have 7 days to make payment in full of the outstanding fees.

ENROLMENT TERMS AND CONDITIONS

11 Periods of absence

- 11.1 All requests for an extended leave of absence must be submitted to the College for approval at least one term in advance. Apart from leave for medical reasons, requests for leave of absence are discouraged. Approval is not automatically granted.
- 11.2 The College may in its discretion approve a Student's leave of absence, and hold the Student's enrolment open during the period of leave, and in its discretion:
- impose a condition that the Parents make an advance payment of a non-refundable holding fee of up to one term's fees, as determined by the College; and
 - depending on the period of leave, impose any conditions on the continued enrolment of the Student at the College.
- 11.3 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;
 - the College may at its full discretion impose any conditions on the continued enrolment of the Student at the College; and
 - any School Fees for the period of leave will be due and payable by the Parents.
- 11.4 Where the Student is absent from school during the term because the Parents have decided to withdraw the Student from attending school so that they may attend a holiday or for other non-College related matters, the Parents acknowledge and agree that any exam(s) and/or assessment(s) and/or any other curriculum task(s) that fall in or around the absence will not be re-scheduled or amended in any way to take account of the absence.

12 Termination of enrolment

- 12.1 The College reserves the right to require the Parents to withdraw the Student from the College or to terminate the Student's enrolment at any time if the College reasonably considers that:
- the Student's behaviour, attitude or conduct to school work, other school activities or while attending the College is considered unsatisfactory;
 - on grounds of the student's unsatisfactory conduct or performance or for misconduct;
 - the Student fails to obey the College's Policies and Procedures or any Student Code of Conduct of the College;
 - a mutually beneficial relationship of trust and cooperation between the Parents and the College or any of its staff has broken down to the extent that it adversely impacts on the College, any of its staff or the ability of the College to provide satisfactory Educational Services to the student;
 - the Student's progress and performance is such that the Student is not benefiting from the academic courses provided by the College;
 - the behaviour or conduct of the Parents towards the College or to any of its staff breaches any Parent Code of Conduct;
 - on grounds of any unapproved periods of absences;

- if any accounts or fees payable by the Parents are not paid within the School's terms of payment or within the terms of any written agreement between the School and the Parents permitting a later or deferred payment; or
- circumstances exist whereby the ongoing enrolment of the student at the school is considered to be untenable or is not in the best interests of the student or the School.

- 12.2 The Parents agree that under no circumstance are any Levies refundable.
- 12.3 If the Student is suspended or the enrolment is terminated by the College, the College shall retain or be entitled to receive the fees for the term in which suspension or termination of enrolment occurs and the Parents shall forfeit all right to recovery of those fees. The Parents acknowledge 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 termination of enrolment and that such payment shall properly be considered to be by way of payment of liquidated damages.
- 12.4 Where the Student is suspended or the enrolment is terminated by the College, and the fees are unpaid at the date of suspension or termination of enrolment, the Parents agree 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 termination of enrolment occurs.
- 12.5 If School Fees remain outstanding when the Student's enrolment with the College is terminated by the College, the Fee Paying Parents will have 7 days to make payment in full or enter into a payment arrangement that is agreed to, in writing, by the College.

13 Health and medical treatment

- 13.1 The College will notify the Parents of any injury or illness the Student may suffer at the College, which warrants staff intervention or a visit to the College's First Aid. If requested, the Parents will collect their child from First Aid within a reasonable period of time, otherwise the Parents agree to satisfy all costs associated with providing the Student with the required care and medical assistance.
- 13.2 In the event the Student is involved in a medical emergency and the College is unable to contact either Parent or nominated contact person, or the College considers it is impractical to do so, the Parents agree that the College can take action and do such things as it considers necessary or expedient in the best interests of the Student. The Parents agree to indemnify the College in respect of any claims, costs or expenses that the College incurs as a result of the College taking any action under this clause (including, but not limited, to the cost of ambulance transport).
- 13.3 The Student is permitted to access College specialists. The Parents consent to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations). In line with College policy, age appropriate permission will be sought.

- 13.4 It is the responsibility of the Parents 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. The College encourages Parents to take out Ambulance Victoria membership in the event of an emergency situation occurring at College.
- 13.5 The Parents 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.
- 13.6 The Parents 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 the College activities, and the Parents authorise the College to obtain such treatment for the student as the College in its sole discretion may determine.

14 Personal possessions

- 14.1 It is the responsibility of the Student and the Parents to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing.
- 14.2 The Parents agree that the College shall not be liable for any loss, theft or damage to a Student's personal belongings of any description and howsoever caused. The College discourages the Student from bringing personal property to the College which is not necessary for the education of the Student.
- 14.3 The Parents will indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.

15 Liability and indemnity

- 15.1 The Parents agree that they will indemnify and keep indemnified the College against any loss, damage or liability incurred by the School arising in connection with any failure by the Student to comply with the Policies and Procedures.

16 Attendance

- 16.1 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 Parents.
- 16.2 The Student, and the Parents 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 sporting activities, camps, excursions, prayers, celebrations, debating, open days, drama rehearsals and performances, and music rehearsals and performances.
- 16.3 At the beginning of the school year and after school holiday periods it is expected that the Student will join and return to College on the dates published for the commencement of the school year or resuming of each term, unless permission is obtained from the College.
- 16.4 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 College.

ENROLMENT TERMS AND CONDITIONS

- 16.5 It is the responsibility of the Parents to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence. If a Student is absent from the College for a period of 3 consecutive days or longer without any contact or explanation from the Parents, or the College is unable to make contact with the Parents, the College is not obliged to hold the enrolment of the Student and may terminate the enrolment in the College's full discretion.
- 16.6 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.
- 16.7 Students are only permitted on College grounds during hours of operation as determined by the College and advertised to the Parents. Outside of the ordinary school hours, students will be required to be in designated supervised areas. The Parents may be required to meet the costs of after school care. Students on the grounds outside these hours for an event must follow the directions of the supervising staff member.
- 17 Communication and privacy**
- 17.1 The Parents agree that the College may act upon the instruction, direction or authority of either Parent, and may contact either Parent, in regard to any issue regarding the Student without obtaining the consent of both Parents unless, to the satisfaction of the College's Principal:
- a written consent to do otherwise is provided by both Parents; or
 - a relevant court order is provided to the College.
- 17.2 The Parents are 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 take into account such orders in its provision of Education Services to the Student.
- 17.3 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 within the College community. The Parents 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.
- 17.4 The College will not disclose any information in relation to the Student to any party other than the Parents, subject to the College's Privacy Policy and its other legislative obligations.
- 17.5 The Parents consent to the College using their personal information and the Student's personal information for the purposes of receiving marketing communication. The Parents may at any time opt out of receiving any marketing communication by emailing info@ilimcollege.vic.edu.au. 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 Parents whilst the Student is enrolled at the College.
- 17.6 All information pertaining to the Student and the College will be provided to the Parents in accordance with the Privacy Policy.
- 17.7 The Parents agree that it is vitally important that the College is made aware of the Student's individual circumstances in so far as these may impact upon their physical, functional, emotional or educational needs, particularly where the College is required to provide additional support to the Student. Parents must divulge, with appropriate documentation, all relevant details regarding 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, subject to legal requirements.
- 17.8 Parents are responsible for ensuring the ongoing accuracy and currency of Student and family information provided to the College. During the course of the Student's enrolment, Parents are required to inform the College as soon as possible of any change to their contact details, and any relevant information (with appropriate documentation) concerning the Student, such as:
- any new medical conditions, physical impairment, mental impairment or other conditions;
 - reports or assessments pertaining to the Student's learning, medical, physical, social and psychological needs;
 - any change in the family circumstances which may affect the Student's life at College
 - any Court orders that may impact on the Student and of which the College should be made aware.
- 17.9 The College reserves the right to assess and determine its ability to provide ongoing education to a student and reserves the right to require the Parents to provide the College with information as requested.
- 17.10 It is a term of the Student's continuing enrolment that such information is provided to the College promptly. Non-provision of such information will be treated as breach of these enrolment terms and conditions.



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Dallas Secondary Girls

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