

SCOTCH COLLEGE ENROLMENT AGREEMENT



The Parent/s or legal guardian/s named in this Enrolment Agreement agree to the following terms and conditions in respect to the enrolment of the Student at Scotch College:

ACCEPTANCE OF ENROLMENT

1. The Parent accepts the offer of enrolment by Scotch College for the Student to commence at the start of the Entry Year Level (or such other date as agreed in writing) and continuing until completion of Year 12 or until the Student is otherwise withdrawn or removed from the School by the Parent or the Student's enrolment is otherwise cancelled by Scotch College.
2. Enrolment in the School implies agreement to participate in all school activities which Scotch College deems to be compulsory for students, which may include excursions, Christian education classes, sport and year level camps.
3. The Parent agrees that:
 - (a) any application fee paid with the application for enrolment for the Student is not refundable;
 - (b) as a condition of accepting the offer of enrolment by Scotch College, an Enrolment Fee and Holding Fee must be paid upon acceptance of the offer;
 - (c) the Enrolment Fee is non-refundable; and
 - (d) the Holding Fee will be credited against the second fee instalment account rendered by Scotch College in the Student's first year of enrolment, but is otherwise non-refundable if the Student does not commence at the school.
4. A request to defer or change the Student's Entry Year Level initially applied for will result in placement on the Application list for the requested deferred or changed Entry Year Level, without a guarantee of enrolment in that Entry Year Level.
5. Where a prolonged absence from the School is planned, or in the instance that a Student is unable to commence at the start of the Entry Year Level, a request to hold the Student's vacancy must be submitted in writing to the Principal for approval. Approval is not guaranteed. Where a vacancy is not held, Scotch College may provide priority to the Student for any vacancy at a later commencement date or upon request to return to Scotch College.

EDUCATIONAL SERVICES

6. The Student is required to attend school at all times when the School is open for instruction, unless there is a reasonable excuse that is acceptable to the Principal.
7. Scotch College will provide for the benefit of the Student such of the Services it considers appropriate in accordance with its curriculum and as it may determine from time to time.
8. Scotch College will publish the Educational Services it offers from time to time. The course offerings, including curricular and co-curricular courses and programs will be determined by the School in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods and processes and other services affecting its students.
9. The Parent acknowledges that Scotch College does not guarantee or represent any particular or specific student outcome or level of achievement for the Student in relation to any of its Educational Services.
10. Scotch College may require students to move to school-based remote or on-line learning arrangements on a temporary basis, including learning from home, if Scotch College considers it necessary or appropriate to do so because, but not limited to, concerns about student or public health and safety, a public health order or declared state of emergency in Victoria.

PROVISION AND USE OF INFORMATION

11. The Parent will provide full, frank, timely and ongoing disclosure of all information relevant to the Student's attendance at the school, including the Student's contact details, living arrangements and personal information regarding the Student's health and medical needs.

SCOTCH COLLEGE ENROLMENT AGREEMENT



12. The Parent will keep Scotch College informed at all times of their current contact details, including email addresses, and consents to the use of those contact details and other personal information of the Parent to the extent necessary to enable Scotch College to administer and undertake its programs and functions and to facilitate communication between the Parent, the School and any parent association or representatives.

SCHOOL FEES

13. The Fees payable by the Parent are set out in the *Scale of Fees* as published by Scotch College on an annual basis in respect of each school year. Scotch College may vary and increase the Fees from time to time in its sole discretion and will notify the Parent if this has been done.
14. The Parent agrees to comply with the terms of the *Scale of Fees* including terms and conditions regarding payment of Fees, which Scotch College may vary from time to time at its sole discretion. All accounts rendered by the School for Fees are payable within 14 days of the account being rendered.
15. Accounts with amounts outstanding will attract an administration fee, being a calculation of the losses incurred by the School in managing the outstanding account.
16. If there is more than one Parent, they each agree to be jointly and severally liable for the payment of all Fees to the School in respect of the enrolment of the Student, and that they remain jointly and severally liable irrespective of any other arrangement that may be reached between them, whether legally binding or otherwise, and irrespective of any change in their relationship with each other.
17. Without prejudice to any other action or steps that Scotch College may take, while any Fees remain unpaid after their due date for payment, Scotch College may, in its sole discretion, withhold any of the Educational Services from the Student and any sibling, suspend the enrolment of the Student and any sibling, or refuse permission for the Student and any sibling to commence the next school Term, until the full amount outstanding is paid in full. Further, Scotch College reserves the right to refuse to permit the Student to register or participate in any school organised activities that require an additional payment to the School or a third party, while any amount remains due and owing to Scotch College in respect of the Student or any sibling.
18. Scotch College may in its discretion cancel the enrolment of the Student and any sibling if any Fees remain unpaid after their due date.
19. Any failure, delay or indulgence of Scotch College in favour of the Parent in relation to the payment of any Fees or amounts owing to the School is not a waiver of the rights of the School in respect of such payment or its rights under this Agreement.
20. The Parent indemnifies Scotch College in respect of any costs or charges incurred by it, including legal costs on an indemnity basis, in relation to any debt recovery action taken by the School to recover any unpaid Fees or amounts.

POLICIES AND CODES OF CONDUCT

21. The proper, safe and lawful conduct of the educational services provided by Scotch College, including the provision of safe school environments for its students, staff and visitors, requires the School to publish school policies, rules and procedures from time to time. The Parent agrees to comply with all policies, rules and procedures of Scotch College (as introduced, existing or amended from time to time), and to ensure that the Student also complies with such policies, rules and procedures, including those relating to:
 - (a) the care, safety, health and welfare of students;
 - (b) standards of dress, uniform and appearance;
 - (c) equal opportunity and anti-discrimination;
 - (d) grievances and complaints;
 - (e) management of student behaviour and conduct and the discipline of students;
 - (f) privacy and confidentiality;

SCOTCH COLLEGE ENROLMENT AGREEMENT



- (g) parent behaviour and conduct; and
 - (h) use of social media and of the School's information, communication and technology systems.
22. The Student must comply with all School policies, rules, codes of conduct and procedures applicable to them (as introduced, varied or amended from time to time) including those policies concerning student behaviour and conduct. Any breach of such policy, rule, code or procedure may result in the School taking such steps as it may lawfully do to deal with the Student's behaviour or conduct, including but not limited to cancellation of the enrolment of the Student.
23. The Parent agrees to comply with any Parent or Community Code of Conduct or policy from time to time of Scotch College concerning parent behaviour and conduct that sets out its expectations of parents who have students enrolled at the School. The Parent agrees that any breach of such a code or policy may result in the School taking such steps as it may lawfully do to deal with the Parent's behaviour or conduct, including but not limited to cancellation of the enrolment of the Student and any sibling.
24. The Parent acknowledges that Scotch College is established to advance the education of boys by providing a broad educational programme (including Christian education) which balances academic and co-curricular success with character development in conformity with the Christian ethos of the Presbyterian Church of Victoria and in accordance with any documentation authorised by the Scotch College Council on the School's values, purpose, mission and vision. The Parent agrees to act respectfully at all times towards the Christian ethos and traditions of Scotch College and reinforce the need for the Student to act respectfully and in line with the Christian ethos and traditions of the School.
25. At all times, a high standard of behaviour is expected of the students of Scotch College inside and outside the School. The Parent is required to reinforce the need for the Student to comply with any student code of conduct and to act in the interests of Scotch College.

NOTICE OF WITHDRAWAL

26. The Parent is required to give to the School one full Term's prior notice in writing to the Principal of their intention to withdraw the Student's enrolment, otherwise one Term's tuition fees in lieu of such notice will be payable.
27. If the Student leaves during a Term, no refund of Fees will be made for the remaining portion of the Term.

STUDENT DEFERRAL AND CANCELLATION OF ENROLMENT

28. The School may cancel the Student's enrolment by giving notice of such cancellation to the Parent on the grounds of:
- (a) the Student's unsatisfactory conduct or behaviour while attending school or school activities;
 - (b) the Student's unacceptable attendance at school, classes or required co-curricular activities;
 - (c) the Student engages in misconduct or breaches a policy of the School which the Principal considers to be serious, including a breach of any student code of conduct;
 - (d) the Student's progress is such that, in the opinion of the Principal, the Student is not benefiting from the courses and programs provided by the School;
 - (e) a mutually beneficial relationship of trust and cooperation between the Parent and the School or any of its staff has broken down such that it adversely impacts on the ability of the School to provide a meaningful education to the Student;
 - (f) the behaviour or conduct of the Parent towards the School, its staff or any other members of the School community is, in the opinion of the Principal, unacceptable or breaches any parent code of conduct; or
 - (g) circumstances exist whereby the ongoing enrolment of the Student is considered to be untenable or is not in the best interests of the Student or Scotch College.
29. The Parent will be liable for the payment of all Fees up to the day on which the Student's enrolment is cancelled by the School.

SCOTCH COLLEGE ENROLMENT AGREEMENT



30. The Parent will have no entitlement to any allowance or remission of fees for absences of the Student occasioned through illness or any other cause. Further, Fees will continue to be charged for any type of prolonged absence from school by the Student, including absences that are authorised by the Principal and where the Parent requests that the Student's enrolment not be cancelled. However, Scotch College may in its absolute discretion provide fee remission or concession for temporary student absences, subject to the terms and conditions imposed by the Principal or set out from time to time in the Scale of Fees or in a policy dealing with student absences.

LIABILITY

31. The Parent agrees that, to the full extent permitted by law, Scotch College or any of its employees or members of the School Council will not be liable for any illness, accident or injury that may occur to the Student while either attending the school or taking part in school activities, whether such illness, accident or injury is caused by the negligence or otherwise of Scotch College, its employees or agents.
32. The Parent agrees that Scotch College will not be liable for any loss, damage or theft, howsoever occasioned, of any personal property that belongs to the Parent or the Student or any property otherwise in their possession, that is brought to school or to any school function or activity, whether or not held on the School's premises or premises occupied by it.
33. The School does not insure the personal property of the Student or the Parent which is brought to the School or to school-related activities. The Parent acknowledges that it is their responsibility to arrange such insurance as the Parent considers appropriate.

IMAGES

34. Students will be photographed, filmed or recorded during school related activities, including musical, sporting or theatrical performances. Consent for use of photographs and recordings to be used for internal purposes will be sought from the Parent annually. The School will seek consent prior to publishing a photo externally, including but not limited to the School's website and promotional material.

MEDICAL

35. The Parent will advise Scotch College of the Student's medical history and medical needs from time to time that are relevant to the Student's attendance at school and involvement in school activities, including any significant illness, allergy or disability suffered or developed by the Student while enrolled, and will keep Scotch College informed of all updated information on a timely basis.
36. In the event of an accident, illness or other medical emergency, when it is impractical or not possible to communicate with a Parent, the School's staff or contractors may act as they consider to be in the best interests of the Student, including authorising any medical, surgical or other treatment recommended by a qualified medical practitioner, or providing other medical assistance or first aid.
37. The Parent will be responsible for any costs or charges incurred by Scotch College as a result of any medical, surgical or other treatment referred to in the previous clause for the Student, including for any transportation to a medical or other emergency facility.

SPECIAL NEEDS

38. The Parent must inform Scotch College prior to accepting the offer of enrolment and at all times after of any disability or specific learning or behavioural needs that the Student may have or develop and of which Scotch College should be aware. The Parent must also advise of any adjustments or specialised support services the Parent considers should be made available by Scotch College to ensure that the Student is able to access its curriculum and educational programs and facilities.
39. The Parent acknowledges that the Principal may refuse to enrol, or may terminate the enrolment of, the Student if the Student requires adjustments in order to participate in or derive substantial benefit from the School's educational program and: (i) in the circumstances the required adjustments are unreasonable; or (ii) even after the adjustments are made, the Student could not or cannot participate in or derive substantial benefit from the School's educational program.

SCOTCH COLLEGE ENROLMENT AGREEMENT



40. To assist the School to understand the impact of any disability of the Student, the School reserves the right, at any time during the Student's enrolment, to require the Parent to provide further information regarding the Student including any prior academic information, school reports, and any medical and other specialist reports regarding the Student, if applicable.
41. Where the School reasonably considers that it requires a detailed assessment of the Student, which might include an independent expert assessment, to assist it to discharge its duty of care or to determine what adjustments are necessary for the Student, or whether particular adjustments are reasonable, the Parent will obtain such assessment or provide their consent for the assessment to be obtained by the School.
42. If any assessment of the Student concludes or confirms that the Student has, or is likely to have, a special need, the School may require the Student (where appropriate), and the Parent to consult with it to assist the School to determine whether the special need would affect the Student's ability to participate in or derive substantial benefit from the School's educational program, and to use its facilities and services, and to assess whether it is necessary to make an adjustment, and if so whether that adjustment is reasonable or would otherwise impose an unjustifiable hardship on the School.
43. The School will consider all relevant circumstances and interests it considers appropriate when identifying what is a reasonable adjustment, and whether the adjustment would impose an unjustifiable hardship on the School. This includes considering the impact of making the proposed adjustment on others, including the School, staff and other students.
44. The Parent must co-operate with the School to implement any recommendations made by the School or by any independent expert regarding the delivery of its educational program or services for the intellectual, physical or social development of the Student, and for any reasonable adjustments required for the Student.
45. If the Parent refuses to cooperate with or support the School to implement any reasonable adjustments considered necessary for the Student, the School may terminate the Student's enrolment.
46. If accurate and complete information about any special needs of the Student is not provided, or is inadequately disclosed, to the School to the satisfaction of the School, the Principal may in his or her absolute discretion decline to enrol the Student or terminate the Student's enrolment.

COURT ORDERS

47. The Parent must provide and disclose to Scotch College on a timely basis copies of any family court or other court orders (including intervention or personal safety orders) that apply to or impact or relate to the Student and of which Scotch College should be made aware. This includes orders concerning the parent or person with whom the Student lives and the rights of the Parent in relation to decisions concerning the Student's education and day to day issues.
48. The Parent must at all times act in accordance with any relevant court orders in their dealings with Scotch College.

AUSTRALIAN CONSUMER LAW

49. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

GENERAL MATTERS

50. This Agreement is governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.
51. If any provision of this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
52. Scotch College will not be liable to the Parent for any indirect or consequential loss or any loss of profit suffered by the Parent arising out of a breach by the School of this Agreement.

SCOTCH COLLEGE ENROLMENT AGREEMENT



53. Where more than one Parent has entered into this Agreement, they shall each be responsible for complying with all the obligations imposed on them by these terms and conditions, in addition to being jointly and severally liable for the payment for all Fees.
54. The Parent will not be entitled to set off against or deduct from the Fees any amount owed or claimed to be owed to the Parent by Scotch College or to be entitled to withhold payment of any account, including because part of the account is in dispute.

DEFINITIONS

55. The following definitions apply to this Enrolment Agreement:

Boarding Fees include, but are not limited to, fees for accommodation, all meals, laundry, bed linen, and routine nursing.

Scotch College and **School** means Scotch College ACN 852 826 445 of 1 Morrison Street, Hawthorn in Victoria, an independent school for boys, and references to **school** are to the school conducted by Scotch College.

Educational Services are the educational courses or programs and the facilities and services provided by the School from time to time for the benefit of its students which are set out in more detail on its website and/or provided to the Parent (which may be amended from time to time at its sole discretion).

Fees include, but are not limited to, all tuition fees, charges, special or other fees as published or advised by the School from time to time, and all Boarding Fees (if applicable to the Student) that are payable in relation to the enrolment of the Student, including such fees and charges contained in the *Scale of Fees* published and updated by Scotch College from time to time.

Parent means the parent/s or legal guardian/s of the Student as named in this Agreement and, where there are two parents or legal guardians, then **Parent** is a reference to each of them jointly and severally.

Principal is the person holding the position of Principal of Scotch College, or the person acting in that role from time to time, and who is appointed to the most senior leadership position in the School.

Scale of Fees is the *Scotch College – Scale of Fees for Australian Citizens and Permanent Residents* published by the School each year containing details of the Fees for enrolment in a particular year, and the fees payable in respect of an application for enrolment, including application fee, enrolment fee, and holding fee, and other terms that are ancillary or incidental to all fees and charges payable in respect of a student's enrolment.

Student is the student named in this Agreement.

Term is the period of weeks in a school calendar year that are designated and published by Scotch College as Terms during which students are required to attend school during a school year (currently there are four Terms in the school calendar year).

SCOTCH COLLEGE ENROLMENT AGREEMENT



Student details:		
Full name:	Entry Year Level: ____	Year of Entry: 20 ____

Parent 1 / Guardian 1:	
Full name:	Date:
Signature:	
Email:	
<input type="checkbox"/> I accept the offer of enrolment and the terms and conditions of this Enrolment Agreement.	
The following documents are required to be read by the Parent:	
<ul style="list-style-type: none">• Enrolment Policy• Parent and School Community Code of Conduct• Student Code of Conduct• Scale of Fees.	
<input type="checkbox"/> I have read and accept the <i>Parent and School Community Code of Conduct</i> which I acknowledge may be updated from time to time.	

Parent 2 / Guardian 2:	
Full name:	Date:
Signature:	
Email:	
<input type="checkbox"/> I accept the offer of enrolment and the terms and conditions of this Enrolment Agreement.	
The following documents are required to be read by the Parent:	
<ul style="list-style-type: none">• Enrolment Policy• Parent and School Community Code of Conduct• Student Code of Conduct• Scale of Fees.	
<input type="checkbox"/> I have read and accept the <i>Parent and School Community Code of Conduct</i> which I acknowledge may be updated from time to time.	