The Terms of Business set out the terms and conditions under which students are enrolled at Cornish College. This document is effective from 1 May 2014. The College retains the right to alter the Terms of Business from time to time. By accepting a place in the College, the student’s parents or guardians and the student agree to be bound by the Terms of Business and agree to abide by the College’s policies. Such policies are designed to enhance and assist in the delivery of educational programs. The Principal or Business Manager will be happy to discuss any queries with parents or guardians of prospective students.

In this document:
- *Terms of Business* means this document as amended or replaced from time to time by the Cornish College Council.
- *The College Council* means the Cornish College Council.
- *The College* means Cornish College.
- *Parents* means the parent/s or guardian/s of the student/s being enrolled.
- *Fees* means tuition fees and other charges invoiced by the College, unless otherwise stated.

## 1. ENROLMENT POLICY

### 1.1 RATIONALE

Cornish College has developed this policy to ensure the College remains accessible to all students who wish to learn here, and operates without regard to academic, physical or social circumstances, or faith or spiritual backgrounds. As acknowledgment of Cornish College’s commitment to openness and procedural fairness, this Enrolment Policy has been adopted as the criteria by which all students are admitted.

### 1.2. OBJECTIVES

Through this Enrolment Policy, Cornish College aims to:
- Maintain an open and fair procedure for the enrolment of students seeking admission to the College.
- Maintain a diverse, balanced and beneficial blend of students including those of diverse cultural backgrounds and faiths.
- Provide prospective parents with the necessary information for the enrolment and admission processes.
- Ensure that the College can provide for the educational needs of all its students.
- Ensure the College maintains its core values.

### 1.3. APPLICATION FOR ENROLMENT

When an Application for Enrolment form is lodged, a non-refundable Application Fee is payable to Cornish College. Receipt of application will be acknowledged, and the child’s name added to the enrolment waiting list for the year and level nominated. An application is a prerequisite to admission but not a guarantee of admission. Details of the child’s position on the waiting list will not be released to parents.

Under the proposed ‘No Jab, No Play’ legislation, all parents/guardians seeking to enrol their child at an early childhood service in Victoria will be required to provide evidence that the child is:
- fully immunised for their age OR
- on a vaccination catch-up program OR
- unable to be fully immunised for medical reasons.

'Conscientious objection' will not be an exemption.

Parents must disclose any special circumstances, including any individual needs they believe may affect the education of their child. This information will assist the College to act in the best interests of the prospective student at all times.

Admission to Cornish College is subject to availability of places, a satisfactory interview and assessment, the College's capacity to provide an appropriate program for the child, and acceptance of the current Terms of Business.

In principle, students will be considered for selection in the following order:
- Siblings of current students of Cornish College (please see specific requirements below). Children of permanent staff members.
- Alumni, or children of alumni, of Cornish College or St Leonard’s College, Cornish Campus, prior to 2012.
- All other enrolment applications.

A small number of places will be kept for award at the Principal’s discretion.

Consideration will also be provided to children of families who have recently relocated from interstate or overseas.

### 1.4. SIBLING PRIORITY

Siblings will be prioritised providing an application is submitted within 24 months of the start of the school year they are due to commence. If enrolment applications for siblings exceed the number of places available, enrolment offers will be determined by the date received. Enrolment applications for prospective sibling students with individual needs will depend on the College’s capability to provide the appropriate level of support. Please see section 1.6 below for further information regarding individual needs.

Amended 17 December, 2014
1.5. ENROLMENT INTERVIEW

Prospective students will be requested to attend an interview prior to any offer being made. The prospective student and their parents should bring the child’s current school reports and any other assessment documentation (if applicable). During the interview, or shortly after it, prospective students may be required to undertake assessment to identify strengths and possible areas where extra assistance may be required.

The interview and subsequent assessment (if required) will be used to assess with the parents:

- The family’s understanding and willingness to support the College’s core values and ethos.
- What the student and family can contribute to the life of the College.
- The College’s ability to provide an appropriate program for the student.

Students must be 5 years of age by 30 April in the year they are to commence Prep. Birth certificates will be required for all Prep students. In special circumstances, a school readiness assessment may be required. If school readiness is in doubt, admission may be refused.

Additional places may be available for students displaying particular talents and abilities that may enhance the life and success of the College.

1.6. OFFERS OF ADMISSION

Cornish College may make formal offers of admission after the interview process is complete. Acceptance of the offer will not take place until the non-refundable admission fee and the signed Acceptance of Terms of Business form have been received by the College. Parents must clearly state who is responsible for the payment of fees. If the required documents are not returned to Cornish College within 14 days of the date of the offer, the College reserves its right to withdraw the offer for admission. Please note that the College may decline to make an offer without providing a reason.

At all times, the Principal, in consultation with relevant staff members, will have the authority to use discretion in making the final admission offers. Payment of the enrolment fee does not guarantee placement. For entry to the Early Learning Centre, a child’s date of birth may be used to determine priority order. Cornish College may seek transition information for Prep students from pre-schools.

Immunisation certificates will be requested for all Primary students.

An admission offer may be cancelled if parents fail to keep the College notified of their relevant contact details.

Parents of students wishing to leave the College must give one term’s notice in writing otherwise a term’s fees are payable.

1.7. INDIVIDUAL NEEDS

Cornish College welcomes applications from prospective students with individual needs, however, reserves the right to limit places offered to students requiring additional assistance based on the availability of resources to the College.

Where enrolment applications for prospective students with individual needs exceed the capability of the College to provide an appropriate level of support, students will be considered in the selection order outlined in section 1.3 above.

Cornish College acknowledges its rights and obligations under the Disability Standards for Education pursuant to the Disability Discrimination Act 1992.

1.8. EVALUATION

An annual evaluation of the policy and the enrolment procedure should be undertaken to ensure the requirements of the College and prospective students are being met.

2. FEES

The scale of fees for each academic year will be set by the College Council at the November Council meeting each year and notified to parents immediately thereafter.

2.1. The annual tuition fee covers costs of tuition, class sets of books and materials, year level camps (except Year 6), prescribed excursions (except the Year 9 ‘Make a Difference Experience’), publications, provision of equipment (except iPad and MacBook) and access to services. Additional fees are charged for optional activities, including, but not limited to, private music tuition, private drama tuition, golf, gymnastics and equestrian.

2.2. The College Council reserves the right to alter the scale of fees during the course of the academic year or to issue additional charges to cover the costs of tuition, class sets of books and materials, year level camps, prescribed excursions, publications, and provision of equipment and access to services. Any such increase in the fees or issue of additional charges shall come into effect 28 days after written notification of any such increase has been provided to the parents.

2.3. An account for fees for all levels up to and including Year 11 will be rendered 30 days prior to the commencement of each term and are due and payable on the first day of each term.

2.4. For Year 12 students, one third of the annual fees will be charged in each of Terms 1, 2 and 3 only.

2.5. For full fee paying overseas students, the College renders accounts twice a year (January and June only).

2.6. Fees will be charged on a pro-rata basis for those students who commence during any school term.

2.7. The following family discounts apply where a family has two or more children attending the College concurrently: 5% on fees for the second sibling attending concurrently.

Amended 17 December, 2014
The greatest discount applies to the fees for the student at the lower year level, and applies only to the published tuition fees.

‘Second child’ means the second child in birth order attending the campus concurrently with an older sibling at the College. Similar definitions apply to third and fourth children attending the College concurrently.

### 3. PAYMENT OF FEES

3.1. The rendered account is due by the first day of each term.

3.2. Accounts may be paid by:
   - (a) cheque;
   - (b) debit card transaction or electronic funds transfer;
   - (c) credit card (Visa and Mastercard only);
   - (d) on line via the College website;

   Arrangements for periodic payments via a third party may be made through the Business Manager.

3.3. Fee accounts will be 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.

3.4. It is a requirement of the College that all fees are fully paid and up to date if a student applies to join a College trip overseas. Under no circumstances will a student be permitted to join a group travelling overseas if any outstanding fees are noted on the account.

### 4. NON PAYMENT OF FEES

4.1. Where accounts are more than 30 days in arrears, the College may, at its discretion, obtain a report concerning the parents’ commercial activity or credit standing from a credit reporting agency, and the parents hereby agree and consent to any such application by the College.

4.2. Pursuant to Section 18E(8)(c) of the Privacy Act 1988, the College is permitted to provide to a credit reporting agency personal information about the parents’ credit application and the parents hereby agree and consent to the provision of such information by the College.

4.3. The College will charge an administration fee at a rate determined by the College Council from time to time for fees to all accounts that are more than 30 days in arrears.

4.4. The College will pass on any additional legal fees or other expenses incurred in the collection process for outstanding accounts.

4.5. The College reserves the right to suspend the enrolment of a student at the commencement of a new term should there be outstanding fees from the previous term. The student’s enrolment will not be reinstated until all outstanding fees, including the fees for the current term, are paid in full.

### 5. WITHDRAWAL (TEMPORARY OR PERMANENT) OF CHILDREN

5.1. Parents are to provide one term’s notice in writing that their child/children will be removed or not be returning to the College. If one term’s notice is not provided in writing, one term’s fees will be charged.

5.2. Parents are to provide advance written notice to the College for a student’s planned absence from the College for periods of one term or greater. Such an absence will be subject to a non-refundable holding fee, of 30% of the applicable year level fees per term, paid in advance, for a maximum period of three years. If the holding fee is not paid then the child’s enrolment at the College may lapse. The exception to this is when students are physically away from the College but have their schoolwork supplied and / or assessed by College staff. In such cases, full fees are to be paid during the time the student is absent.

5.3. 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. All claims are subject to the production of an appropriate medical certificate.

### 6. DISCIPLINE

6.1. At the discretion of the Principal, the College reserves the right to dismiss or suspend a student for any act of serious or continuous misconduct.

6.2. The College reserves the right to remove any student from the College on the grounds of unsatisfactory conduct or any other reason considered by the Principal to be reasonable in all the circumstances.

### 7. ACCIDENTS, INJURIES, THEFT AND DAMAGE

7.1. The College provides full and adequate supervision and care at all times. However, even in a safe learning environment, accidents, injuries, theft and damage can still occur. Cornish College does not accept liability for such events and it is recommended that parents consider appropriate insurance to cover any losses. Adequate care of personal property is the responsibility of the student. The College’s insurers may be able to offer some assistance to students who are injured while undertaking supervised school activities. Individual circumstances will need to be discussed with the Business Manager.

7.2. In the event of accident or injury where the College deems it necessary to call an ambulance or seek medical treatment for the student, the College does not accept liability for any transportation or medical costs incurred.

Amended 17 December, 2014
8. **UNIFORM POLICY**

8.1. All students are expected to meet the uniform requirements with willingness and a spirit of cooperation. Parents and teachers are expected to ensure students are following the uniform requirements at all times. The wearing of the uniform is a significant way in which the students are identified, whether within the school grounds or out in the wider community. As such, the uniform should always be worn correctly and with pride. Please refer to the detailed policy on the website.

9. **THE PRIVACY ACT PROVISIONS AND THEIR APPLICATION TO THE COLLEGE**


Cornish College collects personal information, including sensitive information about students and parents or guardians, before and during the course of a student’s enrolment at the College. The primary purpose for collecting this information is to enable the College to provide the most appropriate schooling for its students.

Some of the information collected is to satisfy the College’s legal obligations, particularly to enable the College to discharge its duty of care. An example of such information is the requirement for parents of children up to and including Year 6 to complete and sign the registration form for out of hours care, even if not intending to use it regularly. This authorises the College to have children cared for by qualified staff in its out of hours care program in case of emergencies.

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. Parents are asked to provide medical reports about their children from time to time. It is a requirement of the College that the completed *Medical Profile and Information* form (and vaccination certificate for children in the Junior School) is completed prior to commencement.

The College at times discloses personal and sensitive information to others for administrative and educational purposes. This includes other schools, government departments, medical practitioners, and people providing services to the College, including specialist visiting teachers, coaches and volunteers. In the enrolment process, Cornish College may request information from a child’s current or previous school or educational setting to facilitate the student’s transfer to Cornish College and the provision of the most appropriate educational program. If the College does not obtain the information referred to above it may not be able to enrol or continue the enrolment of a student or prospective student.

Parents are required to notify the College of any changes in contact details (address, telephone, email), and any information which may affect the College’s care for its students, for example medical updates, or details of any court orders which affect the child.

There are times when Cornish College students are involved in activities that are of interest to the media and that portray the students and the College in a positive manner. Photographs of students may be used in the media, in College documents (newsletters, magazines or website), or in advertising. Photographs are taken with the knowledge of the College, arranged by the Administration staff, or by staff responsible for a particular activity. Parents who do not wish their child’s photograph to be used in such a manner are required to notify Administration in writing prior to their child’s commencement. There are also times when student work may be displayed, published or photographed for educational or promotional purposes.

Students may also seek access to their personal information. Personal information collected from students is regularly disclosed to their parents or guardians. 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 would 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.

From time to time the College engages in fundraising activities. Information received from parents may be used by the College to make an appeal to them. Contact details for each student’s family will be included in a College year level list unless parents advise the College in writing that they do not wish to be included. At the start of each school year, year level lists (including each student’s name, address, mobile phone number and parent email only) will also be provided to the appropriate Parent Association representative for the purposes of communication regarding social and other class activities. Parents can advise the College in writing if they do not wish for their contact details to be passed to the Parents Association.

Personal information will not be disclosed to third parties for their own marketing purposes without parental consent. If the College is provided with the personal information of others, such as medical 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.