



# TERMS OF BUSINESS

## DEFINITIONS

“Administration fee” means the fee specified in section 6.1 of this document and set out in the annual *Tuition Fee Schedule*. The Administration fee is charged where fees remain unpaid at the end of thirty (30) days after the due date for payment of an account

“Admission Fee” means the non-refundable fee set out in the *Tuition Fees Schedule* payable by the Parents upon accepting an offer of enrolment at the College

“Agreement” means this Agreement, and any subsequent variations made from time to time by the College Board and as advised in writing by the College to the Parents

“Application Fee” means the non refundable fee set out in the *Tuition Fees Schedule* payable by the Parents upon submitting an *Application for Enrolment* with the College.

“College Policies” means obligations as to conduct as set out in College website, including, without limitation any codes of behaviour for the College’s students and parents, bullying prevention and intervention policies, and Uniform policies as amended, and all College policies as otherwise advised, by the College from time to time

“the College Board” means the Cornish College Board

“the College” means Cornish College ABN 39 616 523 730

“Forward Fee deposit” means the supplementary payment in the amount set out in the *Tuition Fees Schedule* paid in accordance with this Agreement

“Fees” means tuition fees and other charges invoiced by the College, unless otherwise stated

“the Hive” means Cornish College’s intranet site

“Tuition Fees Schedule” means the annual written document published by the College Board setting out the scale of fees to be charged by the College for tuition fees and other charges

“You “ or “Parents” means the person or persons named as parent/s or guardian/s of the student/s being enrolled and unless advised otherwise in writing are the person or persons authorised to deal with the College on all issues relevant to the student and the student’s enrolment at the College

“Your child” or “student” means the student/s being enrolled and named as the student in this Agreement and the *Application for Enrolment*

## 1. DISCLOSURE

1.1 Education services to be provided. The College provides a school curriculum for Prep to Year 10 based on “The Victorian Curriculum Foundation to 10” priorities and standards (or equivalent if superseded). Years 11 and 12 is based on the Victorian Certificate of Education (VCE) or Vocational Education and Training (VET) standards (or equivalent if superseded).

The Early Learning Centre curriculum is based on the Reggio Emilia approach to early learning and on the Australian National Quality Standards of early education and care services.

From Prep to Year 6 the College is also authorised to provide the International Baccalaureate (IB) Primary Years Programme (PYP).

1.2 The Parents will advise the College of any matter relating to the student which may affect the intellectual, physical or social development of the student or the College’s ability to educate the student including any disability, physical or intellectual impairment, mental illness, psychological issue or relevant family circumstances.

1.3 The College acknowledges its rights and obligations under the Disability Standards for Education pursuant to the *Disability Discrimination Act*.

1.4 The Parents will notify the College of any changes to the student's medical details and/or contact details including the Parents' employment details, business address, residential address, email address and contact telephone numbers and including emergency contact details within seven days of a change occurring.

## **2. ADMISSION FEE**

2.1 The *Admission Fee* is payable by the Parents on the signing of this Agreement.

2.2 The Parents acknowledge that the *Admission Fee* will not be offset against other Fees.

## **3. CONTINUED ENROLMENT CONDITIONS**

3.1 The Parents acknowledge that it is an express condition of enrolment and continued enrolment that the student and the Parents comply with the College Policies. The Parents agree to share a mutual obligation with the College in supporting the student's compliance with the College Policies and that continued enrolment is at the absolute discretion of the Principal, having regard to the best interests of the other students, staff and the College community.

3.2 The Parents further agree and acknowledge that at the discretion of the Principal, the College has the absolute right to dismiss or suspend a student for any act of serious misconduct, major infringement or continuous unacceptable behavior and for unsatisfactory attendance, conduct or performance, or failure by either the student or Parents to obey the College Policies or for any other reason considered by the Principal to be reasonable in all the circumstances.

3.3 Without limiting the generality of the foregoing, the Parents acknowledge that the Principal has the absolute right to dismiss or suspend the student owing to the failure by the student to behave in a socially acceptable manner outside school hours.

3.4 The College also reserves the right to remove any student from the College on the grounds of unacceptable behaviour or any other reason considered by the Principal to be reasonable in all the circumstances (see the College's *Behaviour Management Policy* for more information).

## **4. PARENTS' RIGHTS AND RESPONSIBILITIES**

4.1 The College will proceed and act on the basis that each Parent has equal rights and responsibilities in relation to the student and will rely on the authority of either parent in connection with matters concerning the student unless either:

(i) the College is supplied with a Court Order or written authorisation signed by the Parents which provide otherwise; or

(ii) the Principal in his/her sole discretion is satisfied in all of the circumstances that there is a good reason to vary the arrangement and has advised the Parents in writing of his/her intention to do so; or

(iii) the College is satisfied in all the circumstances that there is reason to act on one Parent's instructions and not the other.

4.2 The Parents acknowledge they are jointly and severally liable to the College for payment of the Fees and any other charges under this Agreement, regardless of the person/s to whom the account may be addressed, or by whom accounts are or have been paid. This liability shall continue regardless of any changes after the date of this Agreement to the relationship between the Parents, or any Court Order as between the Parents, or any child support or other arrangements between the Parents.

4.3 The Parents indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parents.

4.4 A Parent may give a minimum of one Term's Notice that the Parent is to be no longer bound by this Agreement. The withdrawing Parent will remain liable for all of the Fees incurred in relation to the Student for one Term after the College receives the Notice.

4.5 Where a Parent has notified of his/her intention to no longer be bound by this Agreement, the College reserves the right in those circumstances to either terminate the enrolment of the Student or require a replacement person approved by it who is prepared to take on the financial responsibility for payment of future Fees to the College to be substituted in place of the withdrawing parent in order for the enrolment to continue.

## 5. FEES

5.1 The Fees for each academic year will be set annually by the College Board at the November Board meeting and notified to parents immediately thereafter. The current *Tuition Fee Schedule* is available on the College website.

5.2 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. Compulsory additional charges are detailed in the *Tuition Fee Schedule* and additional fees are charged for optional activities, including, but not limited to, private music tuition, private drama tuition, golf, gymnastics, equestrian and external VET and Distance Education subjects.

5.3 The Parents acknowledge that the Fees are subject to increase at any time without notice. The College Board may 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.

5.4 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. Accounts are due and payable on the first day of each term.

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

5.6 Accounts may be paid by:

- (a) cheque;
- (b) debit card transaction, electronic funds transfer or BPay;
- (c) credit card (Visa and Mastercard only);
- (d) online via the College website;

5.7 Arrangements for periodic payments via a third party or any alternative arrangements may be made through the Business Manager.

5.8 Subject to clause 4.2 and 4.5, fee accounts will be invoiced to both parents unless one parent provides notification in writing (and the College agrees) that they will take sole responsibility for payment, or the parents provide evidence that fees are subject to a court order.

5.9 Other than as set out in this Agreement, credits for or refunds of Fees will not be provided by the College and fees will not be pro rata or not levied in the event that the student is absent from the College for any period of time for any reason including, without limitation, that the student does not commence at the College at the beginning of any Term or the student's departure from the College before the end of any Term.

5.10 Notwithstanding clause 5.9 above, Fees will be applied pro rata for a new student who commences at the College after the first day of Term 1 on the condition the student commences on the date specified on an agreed date.

5.11 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
- 15% on fees for the third sibling attending concurrently
- 50% on fees for the fourth (and subsequent) sibling attending concurrently

The family discount does not apply to the oldest (first) sibling or to any student in receipt of another concession or scholarship.

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.

5.12 Subject to clause 6.1, if the student is dismissed from the College under clause 3.3 and 3.4 of this Agreement, the Fees shall be payable up to and including the end of the student's final week at the College. A termination fee of 25% of the Net Annual Fee shall be immediately payable by the Parents. Charging of the termination fee is not a penalty but a calculation of the genuine economic loss incurred by the College.

5.13 No Tuition Fee relief shall be payable by the College nor sought by the Parents if the student is suspended from the College for a finite period.

5.14 No refund is payable where the Student's enrolment is cancelled for any of the reasons set out in clause 8.1.1.c to 8.1.1.f or failure of the student to maintain satisfactory course progress or attendance.

## 6. NON PAYMENT OF FEES

6.1 If the Fees are not paid by the date due, the College may at its discretion:

(a) charge an administration fee at a rate determined by the College Board from time to time and set out in the annual *Tuition Fees Schedule* for all accounts that are more than 30 days in arrears. Charging of the Administration Fee is not a penalty for late payment, but a calculation of expenses incurred by the College in managing the outstanding account

(b) where fees are not paid by the due date, the student is not permitted to incur additional costs by participating in non-curriculum elective activities until such time as the fees are brought up to date.

6.2 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.

6.3 The College reserves the right to suspend or terminate the enrolment of a student and refuse to readmit the student at the commencement of a new Term should there be outstanding fees. The student's enrolment will not be reinstated until all outstanding fees, including the fees for the current term, are paid in full or until an approved payment arrangement has been entered into with the College and the Parents are complying with that arrangement.

6.4 Where an enrolment has been terminated reinstatement of the enrolment agreement will be at the discretion of the Principal.

6.5 The Parents agree that they shall be liable to the College for any and all costs incurred by the College in recovering outstanding Fees by any means, including legal action.

6.6 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.

6.7 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' application and the parents hereby agree and consent to the provision of such information by the College.

## **7. WITHDRAWAL (TEMPORARY OR PERMANENT) OF CHILDREN**

7.1 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. Charging of the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the College.

7.2 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.

## **8. TERMINATION**

8.1 The College may terminate this Agreement and cancel the enrolment of a Student upon provision of 7 days written notice if:

8.1.1 the Parents and or the Student are in default of the terms of this Agreement including but not limited to where:

- a. the student does not commence their course on the start date and the student has not previously withdrawn from the course, provided the College has not failed to start or provide the course on the start date;
- b. the student withdraws from the course either before or after the start date;
- c. Parents have not paid any fees or charges due in accordance with this Agreement
- d. the Student's misbehaviour, provided the College has accorded the Student natural justice before terminating the enrolment
- e. Parents do not provide the College with important information about the student/s;
- f. Parents or students breach a College policy (available on the College website and *the Hive*).

8.1.2 in its absolute discretion the College considers it appropriate to do so.

## **9. GOVERNING LAW**

This Agreement will be governed by the laws of the State of Victoria and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria.

## **10. ACCIDENTS, INJURIES, THEFT AND DAMAGE**

10.1 The College prides itself on the level of care and provision of a safe learning environment for all students. However, even in a safe learning environment, accidents, injuries, theft and damage can still occur. The 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.

10.2 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 parent will indemnify the College its employees and agents for the transport and medical costs incurred.

## 11. UNIFORM POLICY

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 *Uniform Policy* on the College's website.

## 12. THE PRIVACY ACT PROVISIONS AND THEIR APPLICATION TO THE COLLEGE

The College abides by the requirements of the Commonwealth Privacy Act 1988 and amendments, and of the Victorian Health Records Act 2001. A copy of the Cornish College *Privacy Policy* is available for viewing on the College web site.

The 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.

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, the College may request information from a child's current or previous school or educational setting to facilitate the student's transfer to the 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, within seven days of any such change or update.

There are times when the 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.