



Conditions of Entry and Continuing Enrolments (Enrolment Contract)

These conditions are to be accepted by Parents or Legal Guardians when they submit their Application for Enrolment form and prior to the Student commencing at the College

1 DEFINITION

In the context of this document, these conditions, unless the context otherwise requires:

- 1.1 'Principal' means the Principal of the College or Acting Principal of the College or any other Staff Member of the College from time to time carrying out the duties or exercising the authority of the Principal
- 1.2 'Parent' means the Parent/s or legal Guardian of the Student
- 1.3 'College' means Pymble Ladies' College
- 1.4 'Fees' means Tuition Fees (as applicable to Students and Overseas Students), Boarding Fees, other ancillary charges or payments applicable to the Student, paid in Australian dollars (\$AUD).
- 1.5 'College Fee schedule' is the document that outlines the fees and other charges set annually by the College
- 1.6 'School Year' means each calendar year
- 1.7 'Student' means the student to whom the enrolment relates. This includes Overseas Students studying on a subclass 500 visa
- 1.8 'Enrolment' means a contract between the parent/s of a student and the College to provide a course of education over a period of years
- 1.9 'Enrolment Fees' means the non-refundable fees required to be paid by the Parent to secure a confirmed place at the College for their daughter including Application, Acceptance and Entry Fee

2 STUDENT'S OBLIGATIONS

Students are required to have high standards of behaviour and attend the College and compulsory activities throughout the School Year and in particular must:

- 2.1 abide by the Student Code of Behaviour
- 2.2 behave courteously and considerately at all times
- 2.3 support the goals and values of the College
- 2.4 attend all religious education classes, Chapel services, assemblies and various camps and excursions that occur from time to time as an integral part of the College curriculum (including the Residential Program for Year 9 students at Vision Valley);
- 2.5 wear the College uniform as prescribed and follow conventional standards of appearance in accordance with the College guidelines and the expectations of the College community
- 2.6 attend the College during school hours, except in the case of sickness or where leave not to attend has been given.

3 PARENTS' OBLIGATIONS

The Parent

- 3.1 must accept the College may determine which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory, and must abide by the requirements and directions of the College Board of Directors and the Principal relating to the Student or students generally and not interfere in any way with the conduct, management and administration of the College.
- 3.2 must support the goals, values and Christian ethics and activities of the College
- 3.3 must read the College newsletter. The College publishes an electronic newsletter, on a weekly basis during each school term, containing information of importance to the Parent. Both parents/guardians are required to read this newsletter
- 3.4 must advise the College in writing of any change of home, mailing, email address or contact details or other information on the Application for Enrolment, within one (1) month of such change. Applications and provisionally confirmed enrolments may be cancelled if the College loses contact with the Parent or has mail returned to it

- 3.5 must provide the College with copies of any Court Orders or associated documents, including Family Court Orders, Parenting Plans, Domestic Violence Protection Orders or Department of Community and Justice documents, which are relevant to the education and welfare of the student.
- 3.6 acknowledges that the College's academic and other programs and activities may be altered or added to at any time. This may include discontinuance of teaching subjects and other programs;
- 3.7 must ensure the Student has each item of official required uniform, clean and in good repair, and all other requirements such as textbooks and stationery
- 3.8 acknowledges that the academic reports will be sent to the address or addresses notified by the Parents. Where the Parents are separated or divorced, reports and College communication will be sent to both Parents unless there is an Order of the Court or an agreement that the reports are to be sent to only one Parent.

4 ENROLMENT FEES

All Enrolment Fees are non-refundable and are not credited towards Tuition Fees. Enrolment Fees include:

- 4.1 the Application Fee which must be paid at the time of application
- 4.2 the Acceptance Fee which must be paid at the time a place is provisionally offered
- 4.3 the Entry Fee which must be paid at the time a place is confirmed
- 4.4 the Application, Acceptance and Entry Fees are not refundable.

5 FEES AND CHARGES

- 5.1 Parents are jointly and severally responsible for the payment of Fees set out in the annual College Fees schedule and/or incurred by or on behalf of the Student.
- 5.2 If parents are separated and agree that one parent is solely responsible for Fees incurred by or on behalf of the Student, this must be stated when signing this agreement.
- 5.3 Fees are set annually by the College Board and are subject to change. Any increases in fees during enrolment will apply to both new and continuing students.
- 5.4 All Fees, including Tuition and Boarding fees must be paid:
 - a) in three equal instalments per annum at the beginning of Terms 1, 2 and 3 unless 5.3 (b) applies;
 - b) in two equal instalments per annum at the beginning of Term 1 and Term 3 for Overseas Students
 - c) within 30 days of the date of issue of the invoice
- 5.5 Two additional invoices will be sent in October and November each year for charges that have been incurred subsequent to the third instalment invoice, or second instalment for Overseas Students.
- 5.6 If a Student wishes to discontinue a special activity or subject for which extra Fees are payable, not less than one term's notice of such discontinuance must be given.
- 5.7 Where Fees are unpaid, except where special arrangements for payment have been made in writing and accepted by the College, the College reserves the right to:
 - a) suspend the Student until a satisfactory arrangement for payment of unpaid Fees is negotiated
 - b) terminate the enrolment of the Student at the end of the current term
 - c) exclude a Year 12 Student from sitting final exams at the College
 - d) apply an Administration Fee of \$25 immediately after the due date to all unpaid accounts. Where an account remains unpaid at the date of the next invoice, a further \$100 charge will be levied.
- 5.8 The College may take any appropriate action in the collection of unpaid Fees, including the use of a collection agency.
- 5.9 In all cases of unpaid Fees, including where the Student's enrolment has been terminated, the College will make every effort to recoup the debt and all expenses incurred in pursuing recovery of overdue amounts, including

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(but not limited to) legal fees, tracing fees, administrative costs and any fees payable to debt recovery consultants will be the responsibility of the parents/guardians.

- 5.11 The Parent acknowledges that GST may apply to some of the Fees payable to the College. Wherever possible, the College will quote its Fees on a GST inclusive basis.
- 5.12 If for any reason GST becomes payable in respect of any part of any Fees payable by the Parent to the College, then the College reserves the right to amend those Fees at any time.
- 5.13 Parents agree to keep a copy of this agreement and evidence of all payments for Fees.

6 WITHDRAWAL OF STUDENTS

- 6.1 If a Parent wishes to withdraw a Student from the College, one full school term's notice is required to be sent to the Principal, in writing.
- 6.2 If the required notice of withdrawal of a Student is not given, 25 per cent of the annual Tuition Fee (at Overseas Student rate if applicable) and Boarding Fee where relevant, in lieu of notice will be charged plus GST.
- 6.3 If providing notice of withdrawal, under current NSW Education Standards Authority requirements, the Parent must provide the name of the school to which their daughter is being transferred.
- 6.4 It is the responsibility of the Parent to return College property. If not returned, the Parent will be charged the cost of the unreturned items.

7 BOARDING

- 7.1 Boarders are expected to remain as boarders for the full School Year unless otherwise agreed in writing with the Principal.
- 7.2 At least one school term's notice must be given to change the status of a Boarder, otherwise 25% of the annual Boarding Fee in lieu of notice will be charged. Where the Student also withdraws from the College, 25% of the annual Tuition Fee (at Overseas Student rate if applicable) in lieu of notice will be charged.
- 7.3 The offer of a place in the boarding house does not ensure acceptance as a day student after the Student has commenced. Such a change (from boarding to day) shall be granted subject to vacancies. All such requests for change from Boarder to Day student should be made, in writing, to the Principal.
- 7.4 Every Student residing in the Boarding house must have a local carer during her enrolment at the College. The local carer is responsible for the student in the absence of the Parents and must live within a reasonable distance from the College. The local carer is essential to enable the student to be collected should she become ill or need to be accommodated at short notice. The local carer should also be available to provide care and accommodation outside the College Boarding house during school holidays or public holidays when parents are not available or for any other reasons as requested by the College.

8 OVERSEAS STUDENT ADDITIONAL CONDITIONS

- 8.1 Where Fees in lieu of notice are to be charged in respect of an Overseas Student withdrawing with insufficient notice as per paragraph 6.1, they will be payable at the Overseas Student Tuition fee rate.
- 8.2 Where the visa status of an Overseas Student changes to a temporary or permanent resident, Tuition fees will continue to be levied at the Overseas Student rate until the date the visa status change becomes active. Parents undertake to advise the College within 7 days of receipt of any such change in status.
- 8.3 In addition to the College Conditions of Entry and Continuing Enrolment, there will be no refund of Fees for an Overseas Student where enrolment is cancelled for the following reasons:
- a) Failure to maintain satisfactory course progress (visa condition 8202)
 - b) Failure to maintain satisfactory attendance (visa condition 8202)
 - c) Failure to maintain approved welfare and accommodation arrangements (visa condition 8532), if applicable
- 8.4 The Overseas Student agrees to allow the College to open a learning profile account in the student's name and required contact details with the NSW Education Standards Authority for the purpose of recording the study program.
- 8.5 Any amounts paid to an Education Agent by the Parent in respect of the Overseas Student are not covered by the College's Conditions of Entry and Continuing Enrolment.

- 8.6 In the event of a significant or critical welfare issue involving the Overseas Student, and if determined necessary by the College, a Parent, legal guardian or approved relative agrees to travel to a designated location within 2 days to assume care of the student until the situation has been resolved to the College's satisfaction.

9 REFUND POLICY RELATING TO OVERSEAS STUDENTS

- 9.1 Application, Acceptance and Entry fees paid are non refundable.
- 9.2 If a visa application is refused by Department of Immigration such that the Overseas Student cannot undertake the course, the College will refund any unspent tuition fees where evidence of the refusal by the relevant authorities is provided.
- 9.3 If the Overseas Student does not start the course on the agreed day unspent tuition fees will be refunded within four weeks of written notice.
- 9.4 If the Overseas Student cannot start the course on the agreed day, or cannot continue in the course as the College cannot offer or continue the course, all unspent tuition fees will be refunded within four weeks.
- 9.5 Requests for a refund under this policy should, in the first instance, be advised to the Enrolments Department at enrol@pymblelc.edu.nsw.au together with all relevant details and supporting evidence. The Enrolments Department will advise College Finance of any refunds approved for payment. Notice of withdrawal or change in boarding status should also be advised to the Principal in writing.
- 9.6 All refunds will be paid to the person who enters into the written agreement and paid in Australian Dollars.
- 9.7 In the event the College is unable to deliver an agreed alternative course, or a refund, the Overseas Student can seek assistance from the Australian government's Tuition Protection Service (TPS). Further information can be found at <https://tps.gov.au>.
- 9.8 This agreement, and the availability of complaints and appeals processes, does not remove the right of the Overseas Student to take action under Australia's consumer protection laws.

10 ABSENCES

- 10.1 If the Student is absent from the College or arrives late to the College, a written explanation from the Parent must be provided on the next day of attendance at the College.
- 10.2 Extended leave for any reason other than illness must be sought, in writing addressed to the Principal, at least two weeks beforehand and will only be granted in special circumstances.
- 10.3 If the Student is absent from College, Fees will not be refunded in whole or in part.

11 REQUEST TO CHANGE DATE OF ENTRY

- 11.1 If the Parent wishes to transfer the date of entry of the Student to the College (either to another date in the same year or to an earlier or later enrolment year) the Parent must give notice in writing of that request to the College.
- 11.2 The College in its absolute discretion may or may not agree to that request.
- 11.3 If the College agrees to a transfer to a mid-year commencement a non-refundable holding fee of 20 per cent of tuition fees (and Boarding fees if Boarding) may be charged for each term a place is being held.
- 11.4 If the College agrees to the Parent's request the Parent acknowledges that the Student will be placed on a waiting list for the year of enrolment if a place is not available in the year requested.

12 PARENTS' INSTRUCTIONS

If the College needs instructions from the Parent then:

- 12.1 If more than one Parent signs the Application for Enrolment, and our Conditions of Entry and Continuing Enrolment (Enrolment Contract), the College will in its discretion act upon the instruction of either Parent, regardless of who executed these Conditions of Entry and Continuing Enrolment (Enrolment Contract), as Parent.
- 12.2 If at any time there is in force a Parenting Order or Registered Parenting Plan of the Family Court of Australia relating to the care, welfare or development of the Student, or more specifically to her education, the College will act only upon the instruction of the person on whom the Order or the Plan confers duties, powers, responsibilities or authority in relation to the particular matter upon which the College seeks instruction, regardless of who executed this Agreement as Parent

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12.3 in the case of Boarders, the Principal (or her nominee) has the authority to give permission on behalf of parents/guardians for students to participate in excursions and activities if the parents/ guardians cannot be contacted within a reasonable period.

13 PERSONAL BELONGINGS

Students are responsible for their personal belongings and the College will not be liable for any loss of those belongings. All items must be labelled.

14 ACADEMIC PROGRESSION

Progression from one academic year to another academic year is dependent on the Student successfully completing the requirements of the applicable academic year.

15 DISCIPLINE AND EXPULSION

15.1 Any breach of the terms and conditions will entitle the College Board of Directors and the Principal as their nominee, at its discretion, to suspend or terminate the attendance of the Student at the College.

15.2 The Principal (or their nominee) reserves the right to discipline, suspend or expel any student whose attitude or behaviour is not in keeping with the expectations of the College, provided that the Principal must confer with the Board of Directors Chair or nominee before expelling a student.

15.3 If the Student is expelled or suspended, no refund of Tuition Fees will be made.

15.4 The Board of Directors may also determine that the conduct of the Student prior to her taking a place at the College on the date of entry warrants termination of the Agreement, which shall be effected by written notice to the Parent.

15.5 If the Board of Directors believes that a mutually beneficial relationship of trust and co-operation between the Parent and the College has broken down to the extent that it adversely impacts on the relationship, then the College Board of Directors may terminate this Agreement which shall be affected by written notice to the Parent. No remission of Fees will be given.

16 HEALTH AND WELLBEING

16.1 The Parent confirms that the Parent has disclosed in the Student's Application for Enrolment any diagnosed social, emotional or intellectual difficulties or specific medical or learning needs or disabilities that may impact on her ability to fully participate in the curricular or co-curricular programs provided by the College.

16.2 If the Parent has indicated in the Student's Application for Enrolment that the student has special needs (as detailed in paragraph 16.1), should any of those needs change in any way the Parent must notify the College immediately.

16.3 If at any time prior to or during the Student's enrolment at the College the Student has any special needs (as detailed in paragraph 16.1) which were not in existence at the time the Application for Enrolment was signed, the Parent must immediately inform the College of those special needs.

16.4 Students for whom English is an additional language/dialect will be required

to demonstrate their proficiency in English and meet the determined proficiency levels. This proficiency is supported by a certificate of English fluency from the Australian Education Assessment Service – www.aeas.com.au. This certificate must accompany the Application for Enrolment before an interview can be arranged and a definite place offered.

16.5 The Parent acknowledges that if they have failed to disclose or not fully disclose any material matter, either in the Application for Enrolment form or subsequently, the College may, if the student is not enrolled, withdraw the offer, or, if enrolled, terminate the enrolment without notice.

16.6 In the event of any medical or other emergency arising, concerning the Student, and the College is unable to contact the Parent after making reasonable efforts the Parent authorises the College to give authority for such treatment. The Parent indemnifies the College, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.

17 COLLECTION AND DISCLOSURE OF PERSONAL INFORMATION

17.1 The Parent acknowledges they have read and understood the College Privacy Policy. The College's full privacy policy is available at: www.pymblelc.nsw.edu.au

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

17.3 Students holding a visa regardless of residency status authorises the College to log into the Department of Immigration website to check visa entitlements electronically via Visa Entitlement Verification Online system (VEVO) for the duration of enrolment on: <https://www.homeaffairs.gov.au/>

17.4 The Parent acknowledges the College's duty at law to collect information on Student background characteristics as part of the National Goals for Schooling (1999). The enrolment of the Student will not be complete without the provision of the required information.

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

17.6 The College will take photographs, video recordings or other means of recording images of the Student and may use those photographs, videos and images in any publication such as newsletters, magazines, newspapers, social media and website which contain personal information, for marketing purposes, unless the Parent advises the College they do not wish this to occur.

17.7 If a Parent does not wish the College to use their daughter's personal information or photograph or image for marketing and fundraising purposes, the Parent must inform the College in writing to communityengagement@pymblelc.nsw.edu.au.

18 AMENDMENT OF TERMS AND CONDITIONS

These conditions may be changed from time to time by giving not less than two terms notice and any new or revised conditions will apply from the commencement of the following year.