



Presbyterian Ladies' College

MELBOURNE

TERMS OF ENROLMENT – JUNIOR AND SENIOR SCHOOL

These *Terms of Enrolment* set out the terms and conditions under which students are enrolled at Presbyterian Ladies' College (the College) and are current as at 10 September 2020. The completion and signing of the *Acceptance of Place Offer* signifies acceptance of and agreement with these *Terms of Enrolment* and the payment of fees and charges, and to any other conditions or rules (including those outlined in the *Letter of Offer* and *Enrolment Policy*) which may be implemented by the College Council or its appointed representative, to ensure the orderly conduct of the College. The College reserves the right to change these *Terms of Enrolment*, and fees and charges from time to time, upon giving parents / guardians one term's notice of such variation. The commencement or continued enrolment of their daughter at PLC will signify acceptance by parents / guardians of the variation.

The enrolment of a student at PLC will continue until either the student graduates from Year 12 at PLC, or the enrolment is cancelled in accordance with these *Terms of Enrolment*. Parents / guardians agree that continued enrolment of the student is at the absolute discretion of the Principal, having regard to the best interests of the remainder of the students, staff and the College Community.

This agreement binds parents / guardians jointly, and each of them individually regardless of the person or persons to whom the College's account may be addressed or handed, or by whom accounts are or have been paid. This liability shall continue regardless of any changes to the relationship between the parents / guardians, or any court order as between the parents / guardians, or any child support or other arrangements between the parents / guardians.

This agreement is entered into in good faith by all parties.

Application for Enrolment

An application for admission does not guarantee a place at the College. An offer of a confirmed place will be made at the discretion of the Principal, in accordance with the College's *Enrolment Policy*.

Admission to the College is conditional upon the Principal being satisfied as to both the suitability of the applicant and the ability of the College to meet the applicant's educational needs.

The parents / guardians will at the time of application advise the College of any matter relating to their daughter which may affect:

- the intellectual, physical or social development of the student;
- the College's ability to educate the student including, without limitation, any disability, physical or intellectual impairment, mental illness, psychological issue, relevant family circumstances or other issue. If there is any subsequent change to this information, the parents / guardians will promptly inform the College. The parents / guardians acknowledge that this information is required by the College to assess the educational, developmental, physical and social needs of the student. The parents / guardians acknowledge that the Principal may refuse to enrol, or may terminate the enrolment of, the student if in order to participate or derive substantial benefit from the College's educational program the student requires or would require special services or facilities which:

- in the circumstances it would be unreasonable for the College to provide; or
- even after the provision of such special services or facilities, the student could not participate or derive substantial benefit from the College's educational program.

If this information is not provided or is inadequately disclosed to the College to the satisfaction of the College, the Principal may in their absolute discretion decline to enrol the student or terminate the student's enrolment.

A Application Fee

- A.1** A student's name will be registered on a waitlist for enrolment at the College upon receipt of the *Application for Enrolment* and the application fee, which is non-refundable and non-transferable between year leavels or family members. The fee, subject to a periodic review, is stated in the *Application for Enrolment*. Application for enrolment does not guarantee that a place offer will be made.

B Enrolment Fee

- B.1** The College requires payment of an enrolment fee (as outlined on the *Acceptance of Place Offer*) which is non-refundable, and non-transferable between year levels or family members (GST free) upon signing of the *Acceptance of Place Offer*. Should a student not commence at the College on the agreed start date, the enrolment will be cancelled unless prior arrangements are made with the College.

C Holding Deposit

- C.1** A Holding Deposit is payable as outlined in the Letter of Offer. The Holding Deposit, which provides evidence of the parents' / guardians' intention that the student will commence tuition at the College, is credited to parents / guardians against the Term 2 fee account in the year the student commences at the College. This deposit is non-refundable and non-transferable either between year levels or between siblings. Should an accepted enrolment place be cancelled, the Holding Deposit is forfeited to the College. Retention of the Holding Deposit in these circumstances is an estimate of the genuine economic loss incurred by the College.

D Fees and Accounts

- D.1** Tuition Fees for local students are billed one term in advance.
- D.2** The first year's Tuition Fees for international students are invoiced in advance and must be paid in full before a Confirmation of Enrolment is issued. For subsequent years, an invoice for a full year's Tuition Fees is issued in October.
- D.3** A Consolidated Levy is charged each term for local students, and for the full year in advance for international students. The amount of the Consolidated Levy varies by year level to reflect the different resources provided and programs delivered, and includes the College's Outdoor Education program.
- D.4** A pro-rata Tuition Fee and Consolidated Levy shall be charged for a new student entering the College after a term or semester has commenced.
- D.5** Boarding Fees for local students are billed one term in advance. For all new students, the first instalment will be charged in advance for commencement in the following year. These fees are non-refundable and non-transferable between years or siblings. Any adjustments will be made on Term 2 fees. Subsequent Boarding Fees will be charged one term in advance.
- D.6** Boarding Fees for international students are billed two terms in advance. The first payment is required before the Confirmation of Enrolment is issued. Subsequent invoices will be issued in April and October each year.
- D.7** Absence from the College during the whole or part of a term does not remove the obligation to make payment of the full term's fees and charges.
- D.8** Invoices are payable within 21 days from the date of issue. All fees must be paid in Australian dollars and any refunds payable will be reimbursed in Australian dollars.
- D.9** The College will charge an Administration Fee where an account remains unpaid 14 days after the due date. A further Administration Fee will be charged for each period of 30 days thereafter where the account remains unpaid. This charge is a calculation of the losses incurred by the College in managing the outstanding account.
- D.10** In the event that any outstanding account is referred to an external debt collection agency it is agreed by the parents / guardians that they will reimburse the College for any costs or expenses incurred, including legal costs on an indemnity basis.
- D.11** Any agreement or failure by the College not to strictly enforce its terms of payment in relation to amounts owing to the College, or any agreement to defer payment of an amount owing to the College, will not operate as a waiver of the College's rights in relation to such amount.
- D.12** Any funds payable to parents / guardians by the College will be offset against any outstanding account relating to a departing student at the time of departure.
- D.13** Any refund of tuition fees for local students is at the absolute discretion of the Principal, and will occur only in accordance with these Terms or where the College is unable to deliver educational services for which payment has already been received.
- D.14** Any refund of fees to an international student will occur in accordance with the College's *International Students Refund Policy*.
- D.15** The College reserves the right to refuse a student permission to register and / or participate in any College organised non-curriculum activities (including overseas tours and exchanges) that require an additional payment to the College or a third party, while any amount remains due and owing to the College by a party responsible for payment of any fees.

- D.16 Any credit card or direct debit payment which is declined by the bank, for any reason, will attract an Administration Fee.
- D.17 The College reserves the right to refuse to readmit a student at the commencement of any term if any amount payable on that student's account remains outstanding.
- D.18 All fees and charges are reviewed annually by the College Council, and are published on the College's website.
- D.19 A proportion of funds raised or fees collected by the College may be used to support the operation of the College's Early Learning Centre.

E Planned Leave of Absence

- E.1 All requests for a planned leave of absence from the College must be submitted in writing to the Principal for approval at least one full term in advance. Approval is not guaranteed.
- E.2 The College may charge a Holding Fee during the period of absence, which is determined by the Principal.

F Notice of Withdrawal

Day Students

- F.1 One full term's notice is required, in writing to the Principal, before the withdrawal of a day student from the College. If the required notice is not given, a Termination Fee equivalent to one full term's Tuition Fees will be payable in lieu. Charging of the Termination Fee is an estimate of the genuine economic loss incurred by the College.

For example: If your daughter is a day student and you wish to withdraw her from the College at the end of Term 4, the Principal must be notified in writing by the last day of attendance of Term 3.

Boarding Students

- F.2 Two full term's notice is required, in writing to the Principal, before the withdrawal of a boarding student from the College. If the required notice is not given, a Termination Fee equivalent to one full term's Tuition and one term's Boarding Fees will be payable in lieu. Charging of the Termination Fee is not a penalty for withdrawal without notice but an estimate of the genuine economic loss incurred by the College.

For example: If your daughter is a boarding student and you wish to withdraw her from the College at the end of Term 4, the Principal must be notified in writing by the last day of attendance of Term 2.

- F.3 Boarding places are offered for the full duration of a student's education at PLC to the end of Year 12 and are not transferable to a day place. Parents / guardians should be fully committed to their daughter living in the Boarding House until the end of Year 12. In exceptional circumstances the Principal may approve an alternative arrangement. In such circumstances the required notice as indicated above applies and the Boarding Fees would be required to be paid for the full calendar year.

G Sibling Discount

- G.1 PLC offers a sibling discount on the basic annual Tuition Fee to a student while her older sister is attending the College. This discount is offered at the absolute discretion of the College, is not offered to a family in conjunction with any other fee concession, including scholarships, or to students attending the ELC, and is subject to change.

H Medical

- H.1 In the event of an accident or illness when it is impractical, or not possible, to communicate with a parent / guardian, the Principal or Principal's representative may authorise medical, surgical or other treatment recommended by a qualified medical practitioner.

I Attendance and Participation

- I.1 Students returning to the College after term breaks must join their classes on the first day of term. Students are not permitted to leave the College at the end of a term until the recognised closing date, except with prior permission and under special circumstances. All students are expected to attend throughout the academic year.
- I.2 Students are required to become active members of the College community and are to behave in a way expected by the staff of the College, and indicated by the Code of Conduct published in the school diary. Students are required to participate in the College's Outdoor Education Program and the physical education program including swimming and sports.

J Ethos

- J.1** In enrolling their daughter at PLC parents / guardians agree to support the Christian and community activities of the College. The College has a Presbyterian foundation but welcomes students of all faiths. Students are required to participate in the religious life of the College. All students are required to attend Christian Studies classes, chapel services, assemblies, camps and excursions. Enrolment at the College is an agreement to support the ethos of the College with regard to College guidelines, behaviour and expectations at all curricular and co-curricular events.
- J.2** A copy of the College's *Statement of Christian Ethos* is published on the College's website.

K Discipline of Students

- K.1** Students are required to abide by the College's *Student Code of Conduct*, which is published on the College website.
- K.2** Enrolment signifies agreement with the rules and regulations of the College and intention to abide thereby.
- K.3** Parents / guardians agree to support the College in its Discipline Policy. A student's behaviour is required to be at all times lawful, safe for all concerned, considerate of others and a good reflection on herself, her family and the College.
- K.4** At the discretion of the Principal, a student may be excluded from the College either temporarily or permanently. The financial obligation of the parent / guardian will not be affected by the exercise of such discretion.
- K.5** If in the opinion of the Principal it is in the interests of the College that a student should no longer continue at the College, they may notify the parents / guardians to that effect, remove the student's name from the College's Register of Enrolments and exclude her from further attendance. The parents / guardians shall be liable for all Tuition Fees and other fees up to the day the student's enrolment is cancelled.

L Parent Conduct

- L.1** Parents / guardians are required to abide by the College's *Parent Code of Conduct*, which is published on the College's website.
- L.2** The parents / guardians will behave in such a manner that the image of the College is not negatively affected or brought into disrepute and will treat and deal with the College's employees, representatives, other parents / guardians and students with respect and consideration.

- L.3** If the Principal believes that a mutually beneficial relationship of trust and cooperation between the parents / guardians and the College or any of its staff has broken down to the extent that it adversely impacts on their relationship with the College, the Principal may require the parents / guardians to remove the student from the College and cancel the enrolment together with any other child or children they have enrolled at the College.

M Uniform

- M.1** All students are required to wear the College uniform as prescribed, neatly and properly, while in the College, travelling to and from the College and on all College occasions. Each item of clothing must be clean, in good repair and labelled with the girl's name.

N Communication

- N.1** The College publishes a regular newsletter to parents / guardians containing important information. This newsletter, to be read by both parents / guardians and students, is available via the College's website. Information so communicated is deemed to have been received by parents / guardians. It is the responsibility of parents/guardians to ensure that they have read and understand all information in the newsletter.
- N.2** Parents / guardians are responsible for immediately informing the College of any change in their family circumstances or contact details. These changes can be advised to the College electronically via the College's web portal, "Wyse" or by emailing Admissions or Administration. Parents / guardians are required to fully, accurately, and within specified timeframes complete all requests for information to enable the College to meet government data reporting requirements.
- N.3** Unless the College is supplied with a Court Order or written authorisation signed by both parents / guardians which provides otherwise, the College will proceed and act on the basis that each of the student's parents / guardians has equal rights and responsibilities in relation to the student. The parents / guardians represent to the College that they are the sole legal guardians of the student and are authorised to enrol the student at the College. If this situation changes, the parents / guardians will immediately advise the College of the change. Parents / guardians indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the parents / guardians.

O Governing Law

- O.1 The laws of the state of Victoria apply and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

P Photography

- P.1 PLC will take photos of students undertaking various College related activities. Consent for use of photos will be obtained through the College's parent portal.
- P.2 PLC will seek permission prior to publishing a photo externally, including but not limited to PLC's website, publications and social media.

Q Your Information and Privacy

- Q.1 Parents / guardians acknowledge and consent to the provisions of the College's *Privacy Policy*, available on the College's website.

Date: 10 September 2020

Approved: PLC Council

Review Date: June 2021

ABN: 16 005 650 386