

## Enrolment Terms and Conditions

### 1. Acceptance of Offer of Enrolment

- 1.1 An offer of enrolment must be accepted by both parents/guardians where appropriate unless the School agrees to waive this requirement. Upon acceptance of the offer, all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- 1.2 The acceptance of the offer must be accompanied by a non-refundable Enrolment Fee. The School will credit the Enrolment Fee to the final term's fees for a student if the student remains at the School until the completion of the Enrolment Period as stated in the offer.
- 1.3 If parents/guardians wish to defer the entry of a student to a different calendar year to the initial request, the School must be notified in writing. The student will then be placed on the Wait List for the requested year.
- 1.4 Enrolment is dependent on the School receiving the Enrolment Fee and other specified documentation not less than 4 months prior to the start of the term, or such shorter time agreed by the School. If the deposit and required documents are not received by the due date contained within the Letter of Enrolment Offer, the enrolment will lapse.
- 1.5 If an offer of enrolment is made and accepted, but the parents/guardians decide not to proceed with the enrolment and the student does not commence attendance, the Enrolment Fee is non-refundable.

### 2. Conditional Enrolment

- 2.1 All enrolments are conditional upon the School being satisfied at its absolute discretion that the student's needs can be met by the School. The School may cancel the enrolment and refund the Enrolment Fee if it determines prior to the start of the enrolment that the student's needs cannot be met.
- 2.2 The School may require parents/guardians to provide reports and assessments necessary to determine the particular needs of the student.

### 3. Progress of Student

- 3.1. If the School considers that the progress of a student is unsatisfactory and that it can no longer meet the student's needs, it may cancel the enrolment of the student by giving not less than two term's notice.

### 4. Fees and Charges

- 4.1 The School Board determines the fees and charges that will be payable from time to time which are set out in a Schedule of Fees. The fees are revised regularly and may be amended each year.
- 4.2 All Fees and Charges must be paid on or before the due date set out in the fees notice.
- 4.3 If fees are not paid within 30 days of the due date an overdue charge may be levied. The rate charged for late payment will be the amount the School's bank charges on overdrafts. This charge reflects the loss which may be incurred by the School as a result of the late payment. The charges payable from time to time can be obtained from the School Office.
- 4.4 If Fees and Charges are not paid within 60 days of the due date, the student's enrolment may be suspended unless the School agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the enrolment of the Student being cancelled without further notice.

- 4.5 Fees will not be remitted in whole or part if the student is absent due to illness, leave, suspension or under the advice of Government authorities.

## **5. Withdrawal of Students**

- 5.1 Where students leave the School prior to the completion of the enrolment period to enrol at another school:
- the credit towards the final term's fees for the student as stated in the offer of enrolment will be forfeited, and
  - the NSW Education Standards Authority (NESA) requires that parents/guardians advise the School in writing of the name of the school the student will be attending and the grade the student will be entering at the new school.
- 5.2 If parents/guardians wish to withdraw a student from the School, a minimum of two full term's notice in writing must be provided to the School.
- 5.3 If the notice of withdrawal of a student is not provided two full terms ahead of the proposed withdrawal date, the parents/guardians must pay the School two term's fees in lieu, which is a genuine pre-estimate of the loss the School will suffer if two full terms notice of withdrawal of the student is not given.

## **6. Obligations of Students**

Students are required to have high standards of behaviour and:

- abide by the School Rules and Codes of Conduct as they apply from time-to-time,
- behave courteously and considerately to each other and to staff at all times,
- not do anything which may bring the School into disrepute, including in print and electronic media,
- support the goals and values of the School,
- attend and, if required, participate in assemblies, the School sports program, important school events or other events determined by the Principal, and excursions that are an integral part of the School curriculum,
- wear the School uniform as prescribed including when travelling to and from school and follow conventional standards of appearance while at school in accordance with the School's guidelines and the expectation of the School community, and
- attend the School during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted.

## **7. Obligations of Parents**

The parents/guardians:

- must accept and abide by the requirements and directions of the School Board and the Principal relating to the student or students generally and not interfere in any way with conduct, management and administration of the School,
- are required to support the goals, values and activities of the School, and
- must access the parent portal within the School's website and read the weekly Newsletter. The Newsletter (the 'Highfields Herald'), contains information of importance to parents/guardians.

Parents/guardians must promptly advise the School:

- in writing of any change of home, mailing, email address or contact details for the student or parents/guardians, or other information on the Enrolment Application Form. Offers of enrolment may be cancelled if the School loses contact with the parent or mail is returned,
- if the student is absent from the School due to ill health or other reason,

- 7.6 in writing of any orders or arrangements that affect the student concerning custody or access, any change to them or any other orders or arrangements which are relevant to the student's education and welfare and provide copies of any orders to the School.

Parents/guardians also:

- 7.7 must ensure the student has each item of officially required uniform, clean and in good repair,
- 7.8 consent to staff accompanying the student, preschool years only, into the wider School grounds,
- 7.9 should communicate with students, parents/guardians, visitors and staff members in a courteous manner,
- 7.10 follow the communication guidelines laid down by the School from time-to-time and observe the Parent Code of Conduct,
- 7.11 should use their reasonable endeavours to attend parent-teacher meetings and parent forums and participate in courses offered by the School which are relevant to the student's education,
- 7.12 must not use social media to denigrate the School, staff, students or other members of the School community.

## **8. Health and Safety**

- 8.1 Parents/guardians are to fully disclose any special needs of the student (including but not limited to, any medical, physical, learning or psychological needs). Where any disclosed special needs change or where any special needs arise, as soon as they become aware of those special needs or changes in special needs, the School Office must be notified immediately in writing.
- 8.2 Parents/guardians must complete and return to the School the required health form (if applicable) for the student prior to the student commencing at the School and provide updates if circumstances change or as required by the School from time-to-time.
- 8.3 Parents/guardians must participate in the creation of a communication and risk assessment plan if the student has an identified illness or medical condition.
- 8.4 Parents/guardians must abide by NSW Health guidelines on the exclusion of a student with an actual or potential infectious illness or medical condition.
- 8.5 Parents/guardians consent to the student applying sunscreen when appropriate for outside activities.
- 8.6 Parents/guardians authorise the staff to carry out routine first aid when necessary.
- 8.7 If the student is ill or injured, requiring urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and parents/guardians are not readily available to authorise such treatment, the Principal or, in the Principal's absence, a senior staff member of the School, may give the necessary authority for such treatment. The parents/guardians indemnify the School, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.
- 8.8 Parents/guardians must observe School security procedures for the protection of students.
- 8.9 Students are responsible for their personal property and the School does not accept any responsibility for the loss of their belongings.

## **9. Programs and Activities**

- 9.1. The School determines the educational programs and additional activities conducted at the School from time to time at its absolute discretion.
- 9.2. The School may change its programs and activities and the content of these programs and activities without notice.
- 9.3. The student will be required to participate in all compulsory activities including excursions unless the Principal agrees otherwise.

## 10. Reports

10.1 The School will send academic reports to the address or addresses notified by the parents/guardians. Where parents/guardians do not live together, reports will be sent to both parents unless there is an Order of the Court or an agreement that the reports will only be sent to one parent.

## 11. Leave

11.1 If parents/guardians wish to seek leave to travel during a term, they must apply to the Principal for approval using a designated form for this purpose.

## 12. Suspension & Termination of Enrolment

12.1 The School may suspend or terminate the enrolment of a student, either temporarily or permanently at any time for reasons which may include, but are not limited to:

- a) a serious breach of the School's rules or Code of Conduct,
- b) conduct prejudicial to the reputation of the School or the well-being of its students or staff, and;
- c) where the Principal or School Board believes that a mutually beneficial relationship of co-operation and trust between the School and the parents/guardian(s) has broken down to the extent that it adversely impacts on that relationship.

12.2 The School will only exercise its powers under this clause to expel a student if it has provided the student and their parents/guardians with details of the conduct which may result in a decision to expel the student and provided them with a reasonable opportunity to respond and where there has been procedural fairness.

12.3 The School may terminate the enrolment of the student without notice if, either before or after the commencement of enrolment, the School finds the relevant particulars of the special needs of the student have not been provided to the School or the particulars provided are materially incorrect or misleading.

## 13. Privacy

The parents/guardians:

- 13.1 acknowledge that they have read the School's Privacy Policy and Collection Notice; and
- 13.2 give permission for photographs and videos of the student to be placed in the School's records, displayed from time to time around the School, published in School publications ie. newsletter and yearbook, on its website, in other marketing and promotional material, and online including social media.

## 14. Amendment of Terms and Conditions

14.1 The School may alter the terms and conditions of enrolment at any time by giving at least two term's notice to parents/guardians, and will take effect from the beginning of a calendar year.

## 15. Definitions

In the Terms and Conditions:

**Enrolment Period** means the enrolment years selected by parents/guardians for the student in the Enrolment Form and confirmed in the offer of enrolment by the School.

**Parent** means the parents/guardian(s) who entered into the enrolment contract with the School.

**School** means Highfields Preparatory and Kindergarten School.

**Student** means the student who is named in the enrolment contract.