

Enrolment Agreement



Beaconhills
College

1. PREAMBLE

This *Enrolment Agreement* (Agreement) is a legal contract between Beaconhills College and the Applicant. The terms and conditions in this Agreement outline the rights and responsibilities of each party. The College reserves the right to exercise discretion in all matters relating to this Agreement.

This Agreement aligns with our three core values of *Respect, Compassion and Integrity* and is necessary for the efficient and effective running of the College.

Details on how to apply for a place at Beaconhills College are on the [Enrolment page](#) of the Beaconhills College website. Please note that only online applications are accepted.

2. DEFINITIONS

Agreement means this *Enrolment Agreement*.

Applicant means the person/s set out in the Acceptance of Offer being the Parents and/or Guardian/s of the Student listed in the Acceptance of Offer and if more than one, each of them jointly and severally.

College means Beaconhills College.

College Fee Schedule means the fee schedule found under [Enrolment](#) on the College's website as updated from time to time.

Enrolment Fee means the fees specified in the College Fee Schedule as updated from time to time.

Endowment means a non-refundable payment that each family pays to the College prior to the first child attending. Components of the endowment contribution are directed towards a range of programs, including building works, upgrading of facilities and technology infrastructure. It is a condition of entry that the endowment contribution of \$800 is paid prior to entry, students entering Years 10 – 12 who have no other siblings joining the College, will pay a pro-rata endowment amount:

- Year 10 entry, \$600
- Year 11 entry, \$400
- Year 12 entry, \$200

Enrolment Confirmation Deposit (ECD) means the amount paid to accept an offer of place. To confirm acceptance of place, subject to interview with the Campus Principal or delegate, an Enrolment Confirmation Deposit of \$1000 is required for entry to the Early Years' Discovery Program through to Year 12.

Enrolment Confirmation Deposit – Child Care (Seedling Program)

An Enrolment Confirmation Deposit (ECD) of \$500 must be paid to accept an offer of place in the Seedling Program. This amount is credited to tuition fees when the Student starts Prep. If a family declines an offer of place in the Discovery Program at Beaconhills the ECD of \$500 will be credited to their final account.

For families who continue from Seedling to Discovery, a second ECD payment of \$500 is required in the June before moving into the Discovery Program.

Student means the Student named in the Acceptance of Offer.

3. EDUCATIONAL SERVICES

- a. The College provides educational services that are within the scope of the College's registration as amended from time to time.
 - b. The document [*Welcome to Beaconhills: Our educational services*](#) is available on the Beaconhills College website and has detailed information on the College's educational services across all year levels. This encompasses curriculum, assessment and reporting, provision for students with individual and/or language needs, extra-curricular opportunities, camps, excursions and wellbeing programs including counselling services. The document [*Welcome to Beaconhills: Our educational services*](#) forms part of this Agreement.
 - c. By signing this Agreement, the Applicant agrees to comply with the College's rules, regulations, policies and procedures which may be amended from time to time at the College's absolute discretion orally or in writing.
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4. CHILD SAFE COMMITMENT

Beaconhills College has committed to a Child Protection Program designed to maintain a child safe environment and to embed an organisational culture of child safety within the College community. The program ensures compliance with the Victorian Child Safe Standards and related child protection laws and applies to all staff, volunteers, Board members and College contractors.

5. DISCLOSURE

- a. The Applicant acknowledges that as a condition of the enrolment process, they must disclose to the College any medical, special needs, emotional or wellbeing concerns relating to the Student. This is to ensure that the College can best meet the needs and requirements of each child in the context of College operations and curriculum.
- b. The College reserves the right to request and obtain any further information relating to the Student as the College deems necessary, including but not limited to all academic information, school reports, maternal nurse reports, specialist or paediatric reports, doctors' medical declarations or recommendations of care, immunisation certificates, anaphylaxis or asthma management plans, NAPLAN reports and all other reports relating to the Student, if applicable.
- c. The Applicant acknowledges and agrees that a failure to provide full and proper disclosure to the College of any of the above may result in the immediate termination of this Agreement by the College.

6. COURT ORDERS AND PARENTING PLANS

- a. The Applicant is required and hereby agrees to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will make best endeavours to adhere and comply with such orders.
 - b. The provision of false or misleading information in relation to the living arrangement or guardianship of the Student may result in the College, at their sole discretion, suspending the Student or terminating this Agreement.
 - c. Parents will ensure they act in good faith and remain amicable in relation to the wellbeing of the child, and information the College requires to meet its duty of care obligations to the child.
 - d. Unless and until such time as the College is provided with copies of court or parenting orders, the College is entitled to proceed and act on the basis that each of the Student's parents has equal rights and responsibilities in relation to the Student.
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7. CODES OF CONDUCT

- a. The College's *Parent/Guardian Code of Conduct* and *Student Code of Conduct* are [available here](#) on the College website and the BeaconNet portal. Both the *Parent/Guardian Code of Conduct* and the *Student Code of Conduct* form part of this Agreement.
- b. The Applicant acknowledges that they have read and understood the *Student Code of Conduct* and supports its implementation.
- c. The Applicant acknowledges that they have read and understood the *Parent/Guardian Code of Conduct*. It is expected that parents enter into a partnership with the College for the benefit of the Student and that they commit to the College's values.
- d. Any updates to the *Parent/Guardian Code of Conduct* or *Student Code of Conduct* will be communicated through parent newsletters.
- e. In signing the *Enrolment Agreement*, the Applicant acknowledges that a breach of College policies or *Student Code of Conduct* by the Student, or breaches of the *Parent/Guardian Code of Conduct* by the Applicant, may lead to disciplinary action, such as suspension of the Student and/or termination of the Student's enrolment and therefore termination of this Agreement.

8. FEES AND ACCOUNTS

- a. All information relating to fees can be found in the College Fee Schedule under [Enrolments](#) on the College's website as updated from time to time. The College Fee Schedule forms part of this Agreement.
- b. The College Fee Schedule for Years Prep-12 and Little Beacons Learning Centres is updated biannually. The Applicant should also note the information relating to the College's Capital Levy and Parental Assistance Program in the College Fee Schedule.
- c. The fees outlined in the College Fee Schedule cover all compulsory programs as well as subject levies, excursions, incursions and core outdoor education experiences.
- d. Upon accepting the offer of enrolment, the Applicant:
 - i. Shall be liable for the Enrolment Fee at the current rate and agrees to pay all fees and charges levied by the College on the date as set out by direct debit in accordance with the Direct Debit Agreement and College Fee Schedule published by the College from time to time, unless alternative arrangements have been pre-agreed in writing between the Applicant and the College;
 - ii. Must pay the Enrolment Confirmation Deposit; and
 - iii. Must pay the Endowment.

9. FEE DISCOUNT

- a. Fee discounts apply for the third, fourth and subsequent children provided the students are attending the College concurrently. To be eligible for this discount you must be the full fee payer of at least three students attending the College. The fee for the third child will be discounted by 25 per cent and fees for the fourth and subsequent children will be discounted by 50 per cent. Requests for sibling discounts should be forwarded to the finance department on beaconhillsaccounts@beaconhills.vic.edu.au for assessment.

10. FEE PAYMENT

- a. It is a condition of entry into the College that fees are paid by direct debit (with the exception of the Annual Payment in Advance option).
- b. All families must enter into a *Direct Debit Agreement*, which will be provided by the College's finance department. The *Direct Debit Agreement* forms part of this Agreement.

11. NON-PAYMENT OF FEES

- a. The Student will not be permitted to enter a new term while any part of the fees or charges for the previous billing period remain paid, unless otherwise agreed in writing by the College.
 - b. If, by the end of any school term, any part of the fees or charges levied by the College remain unpaid, the College will issue the Applicant with a notice requiring the payment of any outstanding amount to be made within fourteen (14) days of the notice.
 - c. If, at the expiration of the fourteen (14) day notice period referred to in Clause 11 (a), the Applicant has not made payment of the outstanding fees or charges and no alternative arrangement has been agreed upon by the College, the College may in its absolute discretion immediately terminate this Agreement.
 - d. If an alternative payment plan arrangement has been agreed upon by the College for the payment of any outstanding fees or charges and that payment plan is breached by the Applicant, the College shall, in addition to the notice referred to in Clause 11 (b), issue a further notice requiring payment of the outstanding fees or charges within fourteen (14) days.
 - e. Any overdue fees or charges may result in late fees, suspension or loss of enrolment, the exclusion of the Student from certain activities at the College's discretion or the permanent exclusion from the College.
 - f. The College reserves the right to seek to recover any outstanding fees or charges plus legal costs by referring the matter to their legal representatives, at which time the Student's enrolment with the College will be immediately terminated. The College's rights in this respect are unaffected by the fact that the family of the Student has departed the College.
 - g. All parties who are signatories to the Acceptance of Offer Agreement are jointly and severally liable for all debts for fees.
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12. FORFEITURES

Prep-Year 12

- a. If a family decides not to proceed with an accepted place and withdraws before 31 March in the year before joining the College, \$500 (50%) of the Enrolment Confirmation Deposit is refundable. After this date, no refund will be given and the full amount of \$1000 is forfeited.

Seedling (Little Beacons)

- b. If, after paying the Enrolment Confirmation Deposit, a family withdraws from an accepted place in Seedling, the Enrolment Confirmation Deposit of \$500 will be forfeited in full. Withdrawals before starting in the Seedling Program are to be emailed to the enrolment department enrol@beaconhills.vic.edu.au.

Discovery (Little Beacons)

- c. If a family decides not to proceed with an accepted place and withdraws before 31 March in the year before joining the College, \$500 (50%) of the Enrolment Confirmation Deposit is refundable. After this date, no refund will be given and the full amount of \$1000 is forfeited. If a family decides not to accept a place in Prep at the College, the full amount of \$1000 will be credited to their final account.
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13. DEFERRALS

If a family wishes to defer to a future enrolment year, the full amount of the Enrolment Confirmation Deposit may be rolled-over to a nominated future year level application. The roll-over of an Enrolment Confirmation Deposit to a future year does not guarantee a place will be available in the nominated future year level. If another offer is made in the nominated future year and that offer is declined, or the family withdraws from an accepted place in a future year, forfeitures will apply as outlined above.

14. WITHDRAWAL

If the Applicant wishes to withdraw the Student from the College:

- a. This Agreement will be terminated;
 - b. Any fees payable to the date of the end of term must be paid in full notwithstanding the withdrawal;
 - c. In the event that this Agreement needs to be immediately terminated, then payment of a term's fees in lieu will be at the absolute discretion and authority of the Executive Principal.
 - d. In the event that the Student withdrawing from the College has a scholarship with the College, the terms and conditions contained in the Scholarship will apply. The terms and conditions are available upon request by emailing enrol@beaconhills.vic.edu.au and are also provided at the time the scholarship is entered into; and
 - e. The notice periods outlined in Clause 15 will apply.
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15. WITHDRAWAL NOTICE

Prep-Year 12

- a. An Applicant of a Student in Prep-Year 12 wishing to withdraw the Student from the College must give a minimum of one complete term's notice to the Executive Principal via email at enrol@beaconhills.vic.edu.au
- b. Failure to provide such notice will require payment of one term's fees in lieu of notice.

Seedling (Little Beacons)

- a. An Applicant of a Student in Seedling at Little Beacons wishing to withdraw the Student from the College must give a minimum of three weeks' notice to the Executive Principal at enrol@beaconhills.vic.edu.au
- b. Failure to provide such notice will require payment of three weeks fees in lieu of notice.
- c. If the required notice period is provided the ECD payment of \$500 is refundable and will be credited against outstanding fees.
- d. If a family withdraws from an accepted place in the Seedling Program and wishes to defer to a future enrolment year, the full amount of the ECD may be rolled-over to a nominated future year level application.
- e. Childcare benefits are not claimable for fees charged in lieu of notice.

Discovery (Little Beacons)

- a. An Applicant of a Student in Discovery at Little Beacons wishing to withdraw the Student from the College must give a minimum of one complete term's notice to the Executive Principal at enrol@beaconhills.vic.edu.au
 - b. Failure to provide such notice will require payment of one term's fees in lieu of notice.
 - c. Childcare benefits are not claimable for fees charged in lieu of notice.
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16. SUSPENSION AND EXPULSION

- a. The Applicant acknowledges that the College's *Suspension and Expulsion Policy* and *Student Discipline Policy* forms part of this Agreement.
- b. If the College determines that there are grounds to suspend or expel a Student, the Applicant will be contacted by the campus Principal, Executive Principal or Business Manager.
- c. In the event the Student is suspended, all fees are due in full and must be paid to the College, subject to the Executive Principal's discretion, irrespective of the term of the suspension of the Student.
- d. In the event of the Student being expelled, all fees are due in full up until the date of the expulsion and becomes immediately payable to the College. Any fees paid to the College for the balance of the school year shall be refunded to the Applicant.
- e. The *Suspension and Expulsion Policy* is available on the BeaconNet Portal or upon request.
- f. In the event that the Applicant wishes to appeal the termination of this Agreement, the complaints process is available [here](#)

17. TERMINATION OF ENROLMENT AGREEMENT

- a. In accordance with the provisions of this Agreement and its terms and conditions;
 - b. By the College in accordance with the *Parent Code of Conduct*;
 - c. By the College in accordance with the *Student Code of Conduct*;
 - d. By the College in the event of expulsion of the Student or otherwise in accordance with the *Suspension and Expulsion Policy* or the *Student Discipline Policy*;
 - e. By the College in accordance with Clause 6, Clause 18 (c) or Clause 19(c) or any other relevant provision of this Agreement; or
 - f. As permitted by law.
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18. STUDENT ATTENDANCE, PARTICIPATION AND PLANNED EXTENDED LEAVE OF ABSENCE

- a. The College expects and encourages the Student to attend the College on the dates and between the hours advised by the College.
 - b. In addition, the Student must attend and participate in all College-related activities which may be held before or after normal school hours such as outdoor education programs.
 - c. The College will follow up any unexplained absences of the Student. Any continued absences or unexplained absences may lead to a termination of this Agreement at the sole discretion of the College.
 - d. If planned extended leave is requested for extended periods of time, any request must be made in advance and to the Campus Principal. The granting or non-granting of any extended leave shall have no affect on the Applicant's obligation to make payment of the fees pursuant to this Agreement.
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19. UNIFORM

- a. The Applicant acknowledges that the College's Uniform Policy forms part of this Agreement.
- b. It is a condition of this Agreement that the Student wears the Beaconhills College uniform from the day the Student commences with the College in accordance with the Uniform Policy and the guidelines contained therein relevant to their age group.
- c. A breach of this Clause 19 may result in the suspension or expulsion of the Student or the termination of this Agreement at the discretion of the College.

20. INTERNET ACCEPTABLE USE AGREEMENT

- a. Each section of the College has an *Internet Acceptable Use Agreement* phrased in language suitable for each age group. Each of the *Internet Acceptable Use Agreements* are distributed to parents and form part of this Agreement.
 - b. For Years 3-12, it is a condition of this Agreement that the Student and the Applicant understand and agree to the *Internet Acceptable Use Agreement* each year.
 - c. It is a condition of this Agreement that Parents who use and access the BeaconNet portal read, understand and sign the *Parental Usage Agreement*, which forms part of this Agreement.
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21. PERSONAL POSSESSIONS

- a. It is the responsibility of the Student and/or the Applicant to take care of any personal possessions belonging to the Student and/or the Applicant including but not limited to sporting equipment, electronic devices, clothing and musical instruments.
 - b. The College is not liable for any loss or damage to the property referred to in Clause 21(a).
 - c. The Applicant hereby agrees to indemnify the College for any loss or damage to College property arising from the use or possession of the equipment referred to in Clause 21(a).
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22. STUDENT OUTCOMES

- a. In accepting the Student for enrolment, the College makes no warranties or representations of any kind with respect to the Student achieving any particular outcomes or achievements, including but not limited to academic outcomes or achievements.
- b. In accepting the Student for enrolment, the College makes no warranties or representations of any kind that the Student will successfully complete their schooling at the College.

The School encourages the Student to achieve their personal best by partnering with the Applicant but does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the School accepting the Student for enrolment.

23. COMMUNICATION

- a. Upon signing this Agreement, the Applicant agrees that any changes in contact details, family circumstances or Student wellbeing/medical details are communicated to the College. Contact details include but are not limited to, first name, surname, residential and postal address, phone numbers and email addresses.
 - b. Upon signing this Agreement, the College agrees to ensure regular and relevant communications are made to the signatories of the Acceptance of Offer in regards to events, excursions, incursions, attendances, newsletters, promotional activities and charitable causes.
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24. GOVERNING LAW

- a. This Agreement is 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.
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25. PERSONAL INFORMATION AND PRIVACY

Please refer to the [College Privacy Policy](#), as detailed on the [College website](#), or available in hard copy upon request. The College *Privacy Policy* forms part of this Agreement.



BEACONHILLS COLLEGE

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