

Enrolment Agreement



Beaconhills
College



1. PURPOSE OF THIS ENROLMENT AGREEMENT

- 1.1. The *Enrolment Agreement* sets out the terms and conditions upon which a child is enrolled as a domestic or international student at Beaconhills College (**the College**) for Early Years to Year 12.
- 1.2. Exclusions: this enrolment contract does not relate to any additional services that parents may engage in namely:
 - (a) Before School and After school care

2. DEFINITIONS

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.

Terms and Conditions means this *Enrolment Agreement*.

School 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 that contributes to building and infrastructure investments.

Enrolment Confirmation Deposit (ECD) means the amount paid to accept an offer of place.

Parents for the purpose of this policy parents refer to parent or legal guardian who accepts the College's offer of enrolment for a child, also agrees to the terms in this *Enrolment Agreement* for the duration of the child's enrolment.

3. ACCEPTANCE OF ENROLMENT

- 3.1. Each parent or legal guardian (referred to as **parents** for convenience) who accepts the College's offer of enrolment for a child, also agrees to the terms in the *Enrolment Agreement* for the duration of the child's enrolment (subject to clause 4).
- 3.2. A parent who causes a child to attend the College for the purpose of receiving educational services is deemed by their conduct to have accepted this *Enrolment Agreement*.
- 3.3. All parents with parental responsibility for a child must agree to the terms in the *Enrolment Agreement*, unless the College provides written confirmation that it accepts otherwise. The College may request evidence from a parent in support of this arrangement prior to accepting an enrolment by only one parent.



4. ONGOING NATURE OF THIS ENROLMENT AGREEMENT

This *Enrolment Agreement* is ongoing and will remain in place until such time as a child's enrolment is withdrawn or otherwise ends in a manner provided for in this Enrolment Agreement.

- 4.1. The College reserves the right to reasonably amend the *Enrolment Agreement* annually, to address the operational needs of the College. The College will provide advance notice of any amendments by communicating the amendments to the family no later than the third week of Term 3, with the relevant amendments to take effect the next year (and which, for the avoidance of doubt, will not apply retrospectively). A family will accordingly have the option to give notice of withdrawal in accordance with clause 11 before the amendments take effect.
- 4.2. A parent who agrees to the *Enrolment Agreement* in relation to an enrolled child at the College, also agrees to the *Enrolment Agreement* in relation to each of the parent's children enrolled at the College at that time.

5. EDUCATIONAL SERVICES

- 5.1. The College provides educational services that are within the scope of the College's registration as amended from time to time at its absolute discretion.
- 5.2. The College will deliver the school curriculum through the provision of on-campus, face-to-face instruction and does not provide online learning arrangements.
- 5.3. The College may be required to transition to on-line or alternative learning arrangements, either in whole or in part, where at its sole discretion, the College considers it necessary or appropriate to do so. Relevant considerations may include but are not limited to concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.
- 5.4. The College 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.
 - (a) The document Welcome to Beaconhills College is available on the College website. 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 learning needs or disabilities, extra-curricular opportunities, camps, excursions and wellbeing programs including counselling services. The document Welcome to Beaconhills: Our educational services forms part of this Agreement.
- 5.5. 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



6. 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.

7. SUPPORT FOR THE COLLEGE

7.1. Each parent:

- (a) enters into the parent-partnership with the College for the benefit of the Student in support of the College's delivery of our educational services.
- (b) agrees to cooperate fully with the College to promote the child's education, including by involving themselves in the life of the College and being responsive to the College's concerns; and
- (c) agrees to ensure the child and the child's parents familiarise themselves and comply with the College's codes of conduct, handbooks, directions, policies, procedures, rules and values as published and amended by the College from time to time at its absolute discretion.

7.2. Each parent and student is required to act in accordance with *Parent/Guardian Code of Conduct* and *Student Code of Conduct* as part of this *Enrolment Agreement* through:

- (a) the College's *Parent/Guardian Code of Conduct* and *Student Code of Conduct* being available on the College website and portal
- (b) the Applicant acknowledging that they have read and understood the *Student Code of Conduct* and supports its implementation
- (c) the Applicant acknowledging that they have read and understood the *Parent/Guardian Code of Conduct*
- (d) any updates to the *Parent/Guardian Code of Conduct* or *Student Code of Conduct* will be communicated through parent newsletters.

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 sanctions, such as suspension of the Student and/or termination of the Student's enrolment and therefore termination of this *Enrolment Agreement*.

7.3. Each parent will do all things reasonably necessary during the enrolment period to ensure the child:

- (a) acts in accordance with and upholds the College's ethos, learning culture and values of respect, integrity and compassion.
- (b) takes responsibility for contributing to the College's *Positive Learning Environment* that includes:
 - (1) correctly wearing the school uniform at all times as outlined in the *Uniform Policy* that forms part of this Agreement.
 - (2) being punctual by arriving at school and at classes on time
 - (3) behaviour in class that supports teaching and learning
 - (4) completing set learning tasks including those set for home learning
 - (5) not taking mobile phones or other devices identified in the *Student Mobile Phone and Wearable Technology Policy*.
- (c) complies with the College's behavioural standards as outlined in the *Student Code of Conduct*, *Student Behaviour Management Policy*, *Student Technology Agreement* and our *Positive Learning Environment* standards.



- (d) attends school in a manner consistent with our Learning Culture of: *Here to Learn, Ready to Learn* and *Able to Learn*.
- (e) attends school-related activities, camps, excursions and events (collectively referred to as **co-curricular activities**);
- (f) engages fully (with regard to the child's needs) in all aspects of the life and programs of the College.
- (g) cares for all school buildings, furniture, property and equipment;
- (h) does not leave the school grounds during school hours, except as authorised by the College from time to time;
- (i) does not possess, use, distribute or sell illegal or illicit substances (including tobacco, e-cigarettes, personal vaping devices (regardless of whether they contain nicotine), medication (unless used in accordance with a prescription), drugs or alcohol, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances;
- (j) does not pose a risk to their own health and safety, or the health and safety of others; and
- (k) is familiar and complies with the College's codes of conduct, behavioural standards, handbooks, directions, policies, procedures, rules and values as published and amended by the College from time to time at its absolute discretion.

8. DISCLOSURE

- 8.1. The Applicant acknowledges that as a condition of the enrolment process, they must disclose to the College any medical, disabilities or learning 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.
- (a) 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.
 - (b) 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.

9. COURT ORDERS, PARENTAL PLANS AND INTERVENTION ORDERS

- (a) **Court and/or Parenting Orders:** The College requests that any existing **Court and/or Parenting Orders** be provided to the College during the enrolment process. The College will make the best endeavours to adhere and comply with such orders.
- (b) **Intervention Orders:** The College requires that any existing **Intervention Orders** be provided to the College during the enrolment process. The College will make the best endeavours to adhere and comply with such orders.
- (c) At any time during the Student's enrolment, if court orders and/or parenting orders are altered or revoked it is the family's responsibility to inform the College and provide updated court orders to the College.



- (d) 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.
- (e) 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.
- (f) Unless and until such time, as the College is provided with copies of Court, Parenting and/or Intervention Orders, the College is entitled to proceed and act on the basis that each of the Student's parents have equal rights and responsibilities in relation to the student.
- (g) The College is not responsible for mediating between family members with regards to court orders or legal proceedings.

10. SCHOOL FEES AND ACCOUNTS

10.1. College School Fee schedule

- (a) All information relating to **school 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 (international and domestic) and Little Beacons Learning Centres is updated annually along with other fees associated with programs and activities.
- (c) Where practicable, the College will endeavour to provide parents with a term's notice of the following school year's fee schedule. This will provide parents with the opportunity to consider whether they accept the following school year's fee schedule or, if not, provide notice of withdrawal before the end of Term 3 in accordance with clause 11.
- (d) The Applicant should also note the information relating to the College's Capital Levy and *Parental Assistance Program* in the College Fee Schedule.
- (e) The fees outlined in the College Fee Schedule cover all compulsory programs as well as subject levies, excursions, incursions and core outdoor education experiences.
- (f) On commencing at Beaconhills College families are required to pay an **Endowment fee** that is directed towards a range of programs, including building works, upgrading of facilities and technology infrastructure. It is a condition of entry that the **Endowment fee** of \$1100 is paid prior to entry. Students entering the College who have no other siblings joining the College will pay a pro-rata endowment fee:
 - (1) Year 10, \$800
 - (2) Year 11, \$600
 - (3) Year 12, \$400
- (g) Upon accepting the offer of enrolment, the Applicant:
 - (1) shall be liable for the Schools Fees 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;
 - (2) must pay the Enrolment Confirmation Deposit; and
 - (3) must pay the Endowment fee.
- (h) The terms of each fee schedule are at the College's absolute discretion, and subject to change annually. However, the College will not vary those terms retrospectively.



10.2. Fee Discount

- (a) Fee discounts apply for the third, fourth and subsequent children provided the students are attending the College concurrently.
- (b) To be eligible for this discount you must be the full fee payer of at least three students attending the College.
- (c) 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.
- (d) Requests for sibling discounts should be forwarded to the finance department on beaconhillsaccounts@beaconhills.vic.edu.au for assessment.

10.3. Non-payment of fees

The College operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments if it is to deliver a quality education for students. In the event that any School Fees (or any other fees, charges and levies) imposed by the College are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment then the College may in its absolute direction:

- (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 unpaid, subject to the College acting reasonably and having regard to the best interests of the Student, 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 10(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 10 (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.

10.4. 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 Authority Form, which will be provided by the College's finance department. The Direct Debit Authority Form, is part of this agreement.



10.5. Forfeitures

(a) Prep-Year 12

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.

(b) Seedling (Little Beacons)

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.

(c) Discovery (Little Beacons)

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.

10.6. All parties who are signatories to the Acceptance of Offer Agreement to be jointly and severally liable to pay all School Fees imposed by the College by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the child's enrolment (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by the College.

(1) School Fees are not ordinarily refundable. However, the Executive Principal may, at their sole discretion, consider, grant or deny a request for a refund by a parent.

10.7. School Fees continue to apply to all enrolled students without reduction or offset during any period in which the child is enrolled, including without limitation:

- (a) any period in which the child is absent from the College;
- (b) any period of on-line (remote) learning; and
- (c) any period where a reduced program is agreed.

11. WITHDRAWAL, DEFERRALS OR TERMINATION OF ENROLMENT

11.1. 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.

11.2. Withdrawal

Parents acknowledge that due to the ongoing nature of a child's enrolment, the College commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections. Accordingly, the College requires reasonable notice of a Student's withdrawal from the College, having regard to the administrative, financial, industrial and practical cost and inconvenience that the College needs to manage when a Student is withdrawn (even in circumstances where the College operates a student waiting list).



Notice of withdrawals must be received in writing to the Executive Principal and the Enrolments team via email at enrol@beaconhills.vic.edu.au from both of the child's parents (unless one parent has legal decision-making capability for the child).

All outstanding School Fees (and any other fees, charges and levies) imposed by the College, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the child's last day of enrolment.

(a) Prep-Year 12

- (1) 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
- (2) Failure to provide such notice will require payment of one term's fees in lieu of notice.

(b) Seedling (Little Beacons)

- (1) 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
- (2) Failure to provide such notice will require payment of three weeks fees in lieu of notice.
- (3) If the required notice period is provided the Enrolment Confirmation Deposit (ECD) payment of \$500 is refundable and will be credited against outstanding fees.
- (4) 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.
- (5) Childcare benefits are not claimable for fees charged in lieu of notice.

(c) Discovery (Little Beacons)

- (1) 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.
- (2) Failure to provide such notice will require payment of one term's fees in lieu of notice.
- (3) Childcare benefits are not claimable for fees charged in lieu of notice.

(a) Prior to commencement of enrolment

- (1) In the event that a child's enrolment is withdrawn prior to commencement, the first school term's fees payable in advance will not be refundable.

11.3. Suspension, Expulsion and termination of enrolment

The College may terminate the child's enrolment and the enrolment of any sibling (with or without notice) where, in the Executive Principal's (or in relation to paragraph 1.1(a) below, the Business Manager's) reasonable opinion, any of the following apply:

- (a) in accordance with clause 10, where a parent fails to pay School Fees (or any other fees, charges and levies) imposed by the College by the due date.;
- (b) a parent otherwise breaches the *Enrolment Agreement*;
- (c) the child (or one of the child's parents, or a sibling enrolled at the College) has acted inconsistently with the College's expectations as set out in its codes of conduct, directions, handbooks, policies, procedures, rules or values, or has breached a reasonable direction of the College;
- (d) the parent/guardian entered into the *Enrolment Agreement* is found by the College to be in breach of the *Parent/Guardian Code of Conduct*



- (e) the College is not satisfied it can meet the educational and developmental needs of the child including, for example the child is not benefitting from the curriculum, courses or programs provided by the College, or the child does not, in the College's reasonable opinion, have the necessary social, emotional, physical, and cognitive skills to thrive in the College environment
 - (f) the College is not satisfied that there remain sufficient trust and confidence between the College and the child's family for an effective enrolment relationship; or
 - (g) as otherwise provided for in the *Enrolment Agreement*
 - (h) as permitted by law.
- 11.4. In the event of suspension or termination of enrolment under the *Enrolment Agreement*, there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by the College.
- 11.5. 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.
- 11.6. 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.
- 11.7. The Applicant acknowledges that the College's *Suspension and Expulsion Policy* and *Student Behaviour Management Policy* forms part of this Agreement which is available of the College Portal.

12. STUDENT ATTENDANCE, PARTICIPATION AND PLANNED EXTENDED LEAVE OF ABSENCE

- 12.1. The College expects and encourages the Student to attend the College on the dates and between the hours advised by the College.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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 effect on the Applicant's obligation to make payment of the fees pursuant to this Agreement.
- 12.5. The College may request adjusted attendances to support the implementation of accommodations and adjustments.



13. CHANGE OF DETAILS AND COMMUNICATION

- 13.1. 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.
- 13.2. 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.
- 13.3. Parents must notify the College immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the College (or which the College may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).
- 13.4. Parents agree that the College will not be obliged to change the child's name in its internal database and learning management system unless one of the following apply:
 - (a) Both parents agree in writing (even where only one parent has signed the Enrolment Agreement).
 - (b) The College is provided an Order of the Court which permits the child's name change.
 - (c) The College believes other special circumstances exist (for example, a deceased parent or those relating to gender identity).

14. COMMUNICATION, INSTRUCTIONS AND EMERGENCIES

- 14.1. Parents acknowledge that the College reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety and welfare, having regard to what the College considers, in its reasonable opinion, to be the best interests of the child.
- 14.2. Despite clause 14.1:
 - (a) Any notice given by the College to any one of the child's parents will be deemed to be given to all parents. Notice can be given by email, hand, prepaid post, in the school newsletter, on the school website, or via the child
 - (b) Similarly, should the College require instruction, authority or direction on any issue concerning the child then the College may act upon the instruction, authority or direction of any one of the child's parents and having regard to what the College considers, in its reasonable opinion, to be the best interests of the child.
 - (c) The College is entitled to expect that a parent will communicate with the other parent about any communication under this clause 14.
- 14.4. In the event of any medical or other emergency arising in respect of the child then, should the College consider it impracticable to communicate with the child's parents, each parent authorises the College to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parent agrees to jointly and severally indemnify the College in respect of any reasonable costs and expenses which the College incurs as a result of the College taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).



15. INFORMATION ABOUT A CHILD'S NEEDS

- 15.1. The College is an inclusive school and will comply with its statutory obligations regarding students with disabilities (including in relation to making reasonable adjustments).
- 15.2. Notwithstanding such compliance, parents acknowledge that the College is not necessarily able to cater to every prospective student's needs. The College also reserves the right to set and enforce reasonable standards of dress, appearance and behaviour.
- 15.3. Accordingly, each parent must inform the College of all relevant needs the child has (or has had) which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare of others) and provide to the College all reports, assessments and information in relation to those needs. A child's relevant needs may relate (amongst other things) to allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements, and needs of a medical, psychological, health or dietary nature.
- 15.4. If a parent fails to inform the College of any relevant needs in relation to the child then the College, in its absolute discretion, may refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under the *Enrolment Agreement*).
- 15.5. Each parent agrees that they will immediately inform the College should their child develop relevant needs, or should the relevant needs of the child change, either before or during the child's enrolment at the College.
- 15.6. Where a parent promptly informs the College of their child's relevant needs, or where a child's needs develop or change, then the College will discuss those needs with the child's parents as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. In accordance with its relevant procedures, the College will then assess whether it has the capacity and resources to provide a safe and fulfilling learning environment for that student, and, if adjustments are required to support the Student, the reasonableness of those adjustments.
- 15.7. If the College subsequently considers, in its reasonable opinion and subject to its legal obligations, that the College cannot meet the relevant needs of the child then:
 - (a) the College may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
 - (b) the child's parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).

16. BEHAVIOUR MANAGEMENT

- 16.1. The College sets reasonable and achievable standards of behaviour for its students that are deemed vital in the College meetings its duty of care obligations and providing the environment that allows it to effectively deliver its educational services.
- 16.2. The College provides students with clarity around reasonable and achievable standards of behaviour as outlined in a range of documents that include *Student Code of Conduct*, *Behaviour Management Policy*, *Suspension and Expulsion Policy*, *Student Technology Agreement*, *Positive Learning Environment*, classroom routines and *Positive Behaviour Framework* that apply to their conduct at school and at school related activities.



- 16.3. The College is responsible for determining when conduct of a student warrants sanctions and may apply such sanctions (including suspension and expulsion of a child's education or enrolment) as the College, in its absolute discretion, considers appropriate having regard to the student's conduct and the College's standards as outlined in relevant policies.
- 16.4. The College seeks to maintain a Positive Learning Environment that is safe for all students and where students can be highly engaged in their learning.
- 16.5. Parents agree that the Executive Principal or their nominee may search a student's bag, locker, desk or other possessions to investigate a student behaviour matter, where the College (acting reasonably) considers there are reasonable grounds to do so.
- 16.6. The College also reserves the right to suspend a student's education and/or enrolment whilst investigating a potential breach of the College's codes of conduct, directions, handbooks, policies, procedures, rules or values.
- 16.7. Parents and students are expected to respect any decisions made by the College in relation to this clause 16.

17. LOSS OF PROPERTY AND INSURANCE

- 17.1. Students must care for the property of others including the College's buildings, furniture and equipment. Each parent agrees to be financially responsible (and jointly and severally indemnify the College) for any property damage caused by their child at the College or while participating in school-related activities.
- 17.2. It is impossible for the College to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the College or to school-related activities is at the sole risk of the child and their parents. The College accepts no liability for loss or damage to personal property of the child, however that may occur, and the College has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.
- 17.3. 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.
- 17.4. The College does not insure the personal property of students and their parents and may have limited personal accident insurance involved in official College activities. It is the responsibility of each child's parents to arrange such personal accident or property insurance as they consider appropriate.
- 17.5. The College is not liable for any loss or damage to the property referred to in Clause 17.3.
- 17.6. 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 17.3

18. GST

- 18.1. School Fees (and any other fees, charges and levies) imposed by the College are quoted as exclusive of GST unless otherwise specifically stated.



19. PERSONAL INFORMATION

- 19.1. The College handles personal information in accordance with its privacy policy, as published and amended by the College from time to time. Each parent agrees that they have read and understood the privacy policy. The College's *Privacy Policy* is available on the College's website or available in a hard copy upon request.
- 19.2. Each parent acknowledges that:
- (a) the College often photographs, videos, films, records and livestreams students (collectively referred to as 'images') as part of everyday school-related activities and events. This is done in relation to a variety of educational and cocurricular programs such as school photos, classroom activities, sport, camps, performances and more. Images are recorded for a variety of reasons and may be used across a range of print and digital mediums;
 - (b) unless the College is advised otherwise in writing, each parent authorises the College to photograph or record their child (and the parent when attending school-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (e.g. drama and music), magazines and newsletters, official posts on the College website or social media pages, and any websites on which a school event is broadcast or live streamed); and
 - (c) consent can be withdrawn in accordance with the College's consent process as set out in the College's *Privacy Policy*.
 - (d) Please note that even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded school-related activity or event).
 - (e) Withdrawal of consent may also impact the Student's participation in certain activities or events.
- 19.3. The College may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment process, and parents understand:
- (a) this may involve the College making enquiries and obtaining information from third parties such as credit providers, medical practitioners, government departments, and financiers;
 - (b) the College may use any information obtained as deemed necessary; and
 - (c) the College may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including with regard to the Privacy Act 1988 (Cth) and the Australian Privacy Principles (if applicable).

20. CIRCUMSTANCES OUTSIDE THE COLLEGE'S CONTROL

- 20.1. Where a school campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, the College may require the child to attend an alternative campus or facility, or participate in online learning. The inability of the College to provide the child with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of the College.



20.2. The College is otherwise not liable to parents for any failure to perform an obligation under the *Enrolment Agreement*, provided that the College has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:

- (a) is beyond the reasonable control of the College; and
 - (1) makes performance of that obligation impossible (e.g. act of god, pandemic, natural disaster, or act of terrorism).

21. GENERAL

21.1. Please note that while compliance by the child and their parents with the *Enrolment Agreement* is required, the College's codes of conduct, directions, handbooks, policies, procedures, rules and values do not form part of the *Enrolment Agreement* but are binding directions with which the parents and student must comply, and which the College may enforce from time to time."

21.2. If a provision in the *Enrolment Agreement* is held to be illegal, invalid, void, voidable or unenforceable:

- (a) that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - (1) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in the *Enrolment Agreement*.

21.3. The *Enrolment Agreement* will be governed by the laws in force in the state of Victoria and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

21.4. A child's parents agree that:

- (a) To the extent permitted by law, the College will not be liable to any of the parents for any personal illness or injury, or indirect or consequential loss (including, but limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a parent arising out of a breach by the College of the *Enrolment Agreement*;
- (b) a parent will not be entitled to set off against or deduct from the School Fees (or any other fees, charges and levies) imposed by the College, any amount owed or claimed to be owed to that parent by the College; and
- (c) a parent will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by the College, because part of that amount is disputed by the parent.

21.5. To the extent permitted by law, parents hereby release and forever discharge the College (and its Executive Principals, agents, employees, trainers, contractors, labour hire workers, secondees and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and expenses of whatsoever kind which may arise out of or incidental to a child's personal illness or injury sustained during the course of the child's education or enrolment, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the parents.

21.6. Nothing in these *Enrolment Agreement* is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.



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