

## Luther College Enrolment Agreement

The Parent/s or Legal Guardian/s named in this Enrolment Agreement agree to the following terms and conditions in respect of the enrolment of the Student at the School:

### 1. Acceptance of enrolment

- 1.1 The Parent accepts the offer of enrolment by the School for the Student to commence at the start of the Entry Year Level (or such other date as agreed in writing) and continuing until completion of Year 12 or until the Student is otherwise withdrawn from the school by the Parent or the Student's enrolment is otherwise cancelled by the School.
- 1.2 The Parent acknowledges that enrolment includes participation in all school activities which the School deems to be compulsory for students, which may include co-curricular activities (which may be held during, before or after normal school hours), religious services and worship, sporting activities, house sporting carnivals, camps, excursions, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances.

### 2. Definitions

- 2.1 "**Educational Services**" are the educational courses or programs and the facilities and services provided by the School from time to time for the benefit of its students which are set out in more detail in the *Educational Services Schedule* published on the School's website.
- 2.2 "**Fees**" means any amount charged to the Parent by the School in relation to the enrolment of the Student, including, without limitation, registration fees, Student Bond, tuition fees, administration charges or withdrawal penalties.
- 2.3 "**Fee Schedule**" means the schedule of tuition fees, levies and other fees and charges as published by the School in respect of each calendar year.
- 2.4 "**Parent**" means the person/s set out in the Enrolment Agreement being the parent/s and/or guardian/s of the Student listed in this Enrolment Agreement and if more than one, each of them jointly and severally.
- 2.5 "**Principal**" means the person holding the position of Principal of the School, or the person acting in that role from time to time.
- 2.6 "**School**" means Luther College, ABN 38 843 939 110, of Plymouth Road, Croydon Hills, Victoria 3136, Australia (and any subsequent entity that is incorporated to continue the operation of Luther College).
- 2.7 "**Student**" means the student named in this Enrolment Agreement.
- 2.8 "**Student Application Form**" means the document which the Parent is required to complete in order to apply for enrolment at the School.
- 2.9 "**Student Bond**" means the fee specified in the Fee Schedule, which is payable on acceptance of an enrolment offer and is non-refundable and non-transferable.

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- 2.10 **"Term"** is the period in a calendar year that is designated and published by the School as a Term during which students are required to attend school.
- 2.11 **"Tuition Fee"** means the tuition fees specified in the Fee Schedule as updated from time to time.

### **3. Educational Services**

- 3.1 The School will publish the Educational Services it offers from time to time. The course offerings, including curricular and co-curricular courses and programs will be determined by the School in its sole discretion and may be varied or withdrawn at any time, which may include making changes to its curriculum, co-curriculum offerings, teaching methods and processes and other services affecting its students.
- 3.2 The School will provide to the Student such of the Educational Services it considers appropriate for the Student and the Student's Year level in accordance with its curriculum and as it may determine from time to time.
- 3.3 The Student is required to attend school at all times when the School is open for instruction, unless there is a reasonable and lawful excuse.
- 3.4 The Parent acknowledges that the School does not guarantee or represent any particular or specific academic outcome or individual level of achievement for the Student in relation to any of its Educational Services.
- 3.5 The School may require students to move to school-based remote or on-line learning arrangements on a temporary basis, including learning from home, if the School considers it necessary or appropriate to do so because, but not limited to, concerns about student or public health and safety, a public health order or declared state of emergency in Victoria.

### **4. Policies and conduct**

- 4.1 The Parent acknowledges that the proper, safe and lawful conduct of the Educational Services provided by the School, including the provision of safe school environments for its students, staff and visitors, requires the School to publish and ensure compliance with school policies, procedures and codes of conduct.
- 4.2 The Parent must comply with, and support the School in relation to enforcement of, its policies, procedures and codes of conduct (as introduced, existing or amended from time to time), including those relating to:
- 4.2.1 the care, safety and welfare of students;
  - 4.2.2 standards of dress, uniform and appearance;
  - 4.2.3 equal opportunity and anti-discrimination;
  - 4.2.4 grievances and complaints;
  - 4.2.5 management of student behaviour and conduct and the discipline of students;

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- 4.2.6 privacy and confidentiality;
  - 4.2.7 parent behaviour and conduct; and
  - 4.2.8 use of social media and of the School's information, communication and technology systems.
- 4.3 The Student must comply with all school policies, procedures and codes of conduct applicable to students (as introduced, varied or amended from time to time) including those concerning student behaviour and conduct.
- 4.4 The Parent agrees that any breach of a code of conduct or policy concerning parent behaviour and conduct may result in the School taking such steps as it may lawfully do to deal with the Parent's behaviour or conduct, including but not limited to cancellation of the enrolment of the Student and any sibling of the Student.
- 4.5 The Parent acknowledges that the School is established to advance education in a Christian setting and in conformity with the ethos of the Lutheran Church of Australia. The Parent agrees to support and act respectfully at all times towards the Christian ethos of the School. The Parent also agrees to actively work in partnership with the School to ensure that the Student meets the School's expectations and contributes positively within the learning environment.
- 5. Withdrawal of the Student**
- 5.1 If the Parent wishes to withdraw the Student from the School, the Parent must give to the Principal one full Term's prior written notice. Such notice is not required to be given if, within 8 weeks of publication of the Fee Schedule for the next school year, notice of withdrawal in writing is provided to the Principal.
- 5.2 Failure to give the required notice will result in a charge of one Term's fees in lieu of such notice.
- 5.3 Where the Student's enrolment is withdrawn and the Student has not yet commenced at the School the Parent will forfeit the Student Bond.
- 5.4 Fees are payable during any period in which the Student is absent from the School unless otherwise agreed in writing with the Principal.
- 6. Cancellation of enrolment**
- 6.1 The School may cancel the Student's enrolment by giving notice of such cancellation to the Parent (or either of them, if more than one) on the grounds of:
- 6.1.1 the Student's unsatisfactory conduct or behaviour while attending school or any school activity or event;
  - 6.1.2 the Student's out-of-hours behaviour, including behaviour towards other students or staff of the School, or members of the School community, which the Principal may

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reasonably believe could damage the reputation of the School or that is detrimental to the School, its staff or students;

- 6.1.3 the Student's school or class attendance is unacceptable;
  - 6.1.4 the Student engages in misconduct or breaches a policy of the School which the Principal reasonably considers to be serious, including a breach of any student code of conduct;
  - 6.1.5 the Student's academic progress is such that, in the opinion of the Principal, the Student is not benefiting from the courses and programs provided by the School;
  - 6.1.6 a mutually beneficial relationship of trust and cooperation between the Parent and the School or any of its staff has broken down such that it adversely impacts on the ability of the School to provide a meaningful education to the Student;
  - 6.1.7 the behaviour or conduct of the Parent towards the School or to any of its staff is, in the opinion of the Principal, unacceptable or breaches any parent code of conduct; or
  - 6.1.8 circumstances exist whereby the ongoing enrolment of the Student is reasonably considered by the Principal to be untenable or is not in the best interests of the Student or the School.
- 6.2 The Parent will be liable for the payment of all Fees up to the day on which the Student's enrolment is cancelled by the School.

### 7. Special needs

To assist the School to comply with its lawful obligations in relation to students with a disability, the Parent must inform the School prior to accepting the offer of enrolment and at all times after of any disability or specific learning or behavioural needs that the Student may have or develop. The Parent must also consult with the School in relation to any adjustments or specialised support services the Parent considers should be made available by the School to ensure that the Student is able to access its curriculum and educational programs and facilities.

### 8. Fees

- 8.1 The Parent agrees to pay all Fees charged by the School in accordance with the Fee Schedule published by the School from time to time and within 14 days of an account being rendered by the School, unless another arrangement has been pre-agreed in writing between the Parent and the School.
- 8.2 If there is more than one Parent, they each agree to be jointly and severally liable for the payment of all Fees to the School in respect of the enrolment of the Student, and that they remain jointly and severally liable irrespective of any other arrangement that may be reached between them, whether legally binding or otherwise, and irrespective of any change in their relationship with each other.

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- 8.3 The Parent must pay a Student Bond in the amount set out in the Fee Schedule as a condition of accepting this offer of enrolment. The Student Bond is neither refundable nor transferable.
- 8.4 The School may apply payments received from, or otherwise made on behalf of, the Parent pursuant to the Enrolment Agreement, regardless of the Parent's designation of such payments, to satisfy any outstanding Fees or other obligations of the Applicant in such order and amounts as the School, in its sole discretion, may choose.
- 8.5 No refund of Fees paid or waiver of any Fees outstanding will be made if the Student is withdrawn from the School during a Term, or is absent for any reason.
- 8.6 The amount outstanding on any account rendered by the School will accrue interest calculated on a daily basis from the due date until it is paid at the penalty interest rate fixed from time to time under section 2 of the *Penalty Interest Rates Act 1983* (Vic) (as amended or replaced from time to time).
- 8.7 Without prejudice to any other action or steps that the School may take, while any Fees remain unpaid after their due date for payment, the School may, in its sole discretion, withhold any of the Educational Services from the Student and any sibling, cancel the enrolment of the Student and any sibling, or refuse permission for the Student and any sibling to commence the next school Term, until the full amount outstanding is paid in full.
- 8.8 The School reserves the right to refuse to permit the Student to register or participate in any school organised activities that require an additional payment to the School or a third party, while any amount remains due and owing to the School in respect of the Student or any sibling.
- 8.9 Any failure, delay or indulgence of the School in favour of the Parent in relation to the payment of any Fees or amounts owing to the School is not a waiver of the rights of the School in respect of such payment or its rights under this Agreement.
- 8.10 The Parent indemnifies the School in respect of any costs or charges incurred by it, including legal costs on an indemnity basis, in relation to any debt recovery action taken by the School to recover any unpaid Fees or amounts.
- 9. Disclosure**
- 9.1 The Parent declares that the Student Application Form has been completed honestly, accurately and correctly, and that the Parent has made full disclosure in response to the matters and questions raised in the Student Application Form, and acknowledges that the School is relying on the information provided by the Parent for the purpose of making the offer of enrolment.
- 9.2 The Parent will provide full, frank, timely and ongoing disclosure of all information relevant to the Student's attendance at the school, including contact details, living arrangements and personal information regarding the Student's health and medical needs.

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9.3 The Parent will keep the School informed at all times of their current contact details, including email addresses, and residential address so as to facilitate communication between the Parent and the School.

### **10. Health and Medical Treatment**

10.1 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Parent will notify the School and provide any relevant medical information or reports in a timely manner. The School reserves the right to assess and determine its ability to provide ongoing education to the Student, and reserves the right to require the Parent to provide the School with further information as requested.

10.2 In the event the Student is involved in a medical emergency, the Parent authorises the School to obtain or provide any emergency or urgent medical treatment, medical assistance or first aid for the Student as may be deemed necessary or in the best interests of the Student at the time by the School's staff.

10.3 The Parent will be responsible for any costs or charges incurred by the School as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility, and the Parent indemnifies the School fully on demand for such costs or charges.

### **11. Insurance and liability**

11.1 It is the responsibility of the Parent to maintain appropriate insurance cover for the Student in the event of any injury or illness occurring at the School.

11.2 The Parent agrees that, to the full extent permitted by law, the School or any of its employees will not be liable for any illness, accident or injury that may occur to the Student while either attending the school or taking part in school activities, whether such illness, accident or injury is caused by the negligence or otherwise of the School or its employees.

### **12. Personal Possessions**

12.1 The Parent agrees that the School will not be liable for any loss, damage or theft, howsoever occasioned, of any personal property that belongs to the Parent or the Student or any property otherwise in their possession, that is brought to school or to any school function or activity, whether or not held on the School's premises or premises occupied by it. It is the responsibility of the Student to take care of any personal property and possessions including musical instruments, sporting equipment, electronic devices and clothing.

12.2 The Parent will indemnify the School for any loss or damage to school property arising from the misuse or unauthorised possession of such property by the Student.

### **13. Court Orders**

13.1 The Parent is required to provide to the School on a timely basis copies of all existing or future court orders that apply to or impact or relate to the Student and of which the School should be made aware (including Family Court orders and intervention or personal safety orders).

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13.2 The Parent must at all times act in accordance with any relevant court orders in their dealings with the School.

### 14. Australian Consumer Law

Nothing in this 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.

### 15. General

15.1 This Enrolment Agreement constitutes the sole and entire agreement between the Applicant and the School in relation to the enrolment of the Student and any warranty, representation, guarantee or other term or condition of any nature not contained in this Enrolment Agreement is of no force or effect.

15.2 If any provision of this Enrolment Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

15.3 The School will not be liable to the Parent for any indirect or consequential loss or any loss of profit suffered by the Parent howsoever arising out of a breach by the School of this Enrolment Agreement.

15.4 Where more than one Parent has entered into this Enrolment Agreement, they shall each be responsible for complying with all the obligations imposed on them by these terms and conditions, in addition to being jointly and severally liable for the payment for all Fees.

15.5 The Parent will not be entitled to set off against or deduct from the Fees any amount owed or claimed to be owed to the Parent by the School or to be entitled to withhold payment of any account, including because part of the account is in dispute.

15.6 This Agreement will be governed by the laws of the State of Victoria.

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### Acceptance

If there are two Parents/Guardians of the Student, the School requires the signatures of them both for them for the offer of enrolment to be accepted (unless the School agrees otherwise). Parents/Guardians should retain a copy of the Enrolment Agreement for their records.

<b>Student details:</b>	
Full name:	Entry Year Level:

<b>Parent 1 / Guardian 1:</b>
Full name:
Relationship with the Student:
I accept the offer of enrolment for the Student on the terms and conditions contained in this Enrolment Agreement.
Signature:
Date:

<b>Parent 2 / Guardian 2:</b>
Full name:
Relationship with the Student:
I accept the offer of enrolment for the Student on the terms and conditions contained in this Enrolment Agreement.
Signature:
Date: