

## 1. Preamble

As a family we are committed to, and will support, the Christian ethos of the School and its various policies, procedures and programs. We will actively work in partnership with the School to ensure that our Student meets its expectations and contributes positively within the learning environment.

## 2. Definitions

- 2.1. **“Applicant”** means the person/s set out in the Enrolment Agreement being the Parent/s and/or Guardian/s of the Student listed in the Agreement and if more than one, each of them jointly and severally.
- 2.2. **“Behaviour Management Policy”** means the School’s Behaviour Management Policy (or equivalent policy) as may be amended or replaced from time to time.
- 2.3. **“Enrolment Agreement”** means the enrolment agreement formed between the School and the Applicant that consists of these Student Application Form, Enrolment Terms and Conditions, the Parent Code of Conduct, the Student Code of Conduct and the Behaviour Management Policy (and, where the student is in receipt of a scholarship or bursary, any additional terms and conditions applicable to that scholarship or bursary).
- 2.4. **“Conditions of Enrolment”** means these Terms and Conditions of Enrolment including any subsequent amendments made by the School.
- 2.5. **“Fees”** means any amount charged to the Applicants by the School, including, without limitation, registration fees, Student Bond, Tuition Fees, administration charges or withdrawal penalties.
- 2.6. **“Fee Schedule”** means the schedule of tuition fees as published by the School.
- 2.7. **“Parent Code of Conduct”** means the School’s Parent Code of Conduct (or equivalent policy) as may be amended or replaced from time to time.
- 2.8. **“Student”** means the student named in the Enrolment Agreement.
- 2.9. **“Student Application Form”** means the document which the Applicant is required to complete in order to be eligible to be considered for enrolment at the School.
- 2.10. **“Student Bond”** means the fee specified in the Fee Schedule, which is payable on acceptance of an enrolment and is non-refundable and non-transferable.
- 2.11. **“Student Code of Conduct”** means the School’s Student Code of Conduct (or equivalent policy) as may be amended or replaced from time to time.
- 2.12. **“The Principal”** means the Principal of the School, or the Principal’s authorised representative.
- 2.13. **“The School”** means means Luther College, ABN 38 843 939 110, of Plymouth Road, Croydon Hills, Victoria 3136, Australia.
- 2.14. **“Tuition Fee”** means the fees specified in the Fee Schedule as updated from time to time.

## 3. Educational Services and Continued Enrolment

- 3.1. Educational services provided
  - 3.1.1. The School provides educational services that are within the scope of the School’s registration, being at the time of this document:
    - 3.1.1.1.1. Years 7 to 10 under the Australian Curriculum;
    - 3.1.1.1.2. Years 11 – 12 Victorian Certificate of Education (VCE);
    - 3.1.1.1.3. Vocational Education and Training (VET).
- 3.2. In signing the Enrolment Agreement, the Applicant agrees to comply with the School’s rules, regulations, policies and procedures which may be amended from time to time at the School’s absolute discretion orally or in writing.

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- 3.3. The School's policies, except for the Parent Code of Conduct, Student Code of Conduct and Behaviour Management Policy, do not form part of the Enrolment Agreement.
- 3.4. If the Applicant wishes to withdraw the Student from the School, the Applicant must give to the Principal one term's written notice.
- 3.5. Failure to give the required notice will result in a charge of one term's fees.
- 3.6. Where the enrolment is withdrawn and the Student has not yet commenced at the School the Applicant will forfeit the Student Bond.
- 3.7. Tuition fees and charges are payable during any period in which the Student is absent from the School unless otherwise agreed in writing with the Principal or his delegate.

### 4. Student Information and Achievement

- 4.1. 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.
- 4.2. Where a Student has been granted a scholarship:
  - 4.2.1. then the Student's ongoing entitlement to the scholarship or bursary is dependent on the Applicant's compliance with these Conditions of Enrolment and the Student meeting the ongoing terms and conditions of that scholarship; and
  - 4.2.2. The Applicant agrees to comply with the ongoing terms and conditions of that scholarship.
- 4.3. The Student must be enrolled under the name specified in the Student's birth certificate. If the Student does not have a birth certificate, the Student must be enrolled under the name specified in the Student's passport. A copy of the Student's birth certificate or passport must be provided by the Applicants at the time of enrolment. No change to the Student's name will be accepted by the School unless the School is provided with legal documentation authorising the change.
- 4.4. As required by law, and in accordance with the School's enrolment policy, where a Student has or will have a disability, the School must give consideration to how it can, in the context of its limited resources, provide support for students with special needs or disabilities by making reasonable adjustments.
- 4.5. The Applicants agree to disclose to the School all information about the physical, learning or other disabilities of the Student so that the School can consider how it can support students.

### 5. Fees and Charges

- 5.1. The Applicants agree:
  - 5.1.1. that they have the capacity to pay the Luther College tuition fees in accordance with the Fee Schedule published by the School from time to time (a copy of the current Fee Schedule is enclosed with this Agreement); and
  - 5.1.2. To pay all tuition fees and charges levied by the School on the date as set out by direct debit in accordance with the Fee Schedule published by the School from time to time unless another arrangement has been pre-agreed in writing between the Applicants and the School.
- 5.2. Where there is more than one Applicant, all Applicants will be equally responsible jointly and severally for the school fees and any other charges.
- 5.3. The Applicant shall be liable for payment of a Student Bond at the current rate in order to confirm enrolment. This fee is neither refundable nor transferable.
- 5.4. 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, unless approved by the Principal.

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- 5.5. If the Student is admitted to the School during a term, tuition fees will be charged on a pro rata basis.
- 5.6. 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.
- 5.7. If the Student is withdrawn at the insistence of the School (e.g. due to the unsatisfactory conduct or behaviour of the Student), the Applicant is liable for all fees and charges to the date of notification of the Student's enrolment at the School being terminated.
- 5.8. The Principal or his delegate is authorised to take such action deemed necessary to recover unpaid fees or charges.
- 5.9. Any overdue accounts may result in late fees, suspension or loss of enrolment, the exclusion of the Student from certain activities, the permanent exclusion from the School and recovery via legal action which shall involve both payment of the unpaid fees and charges and costs of recovery being charged to the Applicant.

### 6. Disclosure

- 6.1. The Applicant acknowledges that the Student Application Form has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Student Application Form.
- 6.2. The Student Application Form forms part of the Enrolment Agreement, and failure to complete the Student Application Form honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the School.
- 6.3. The School reserves the right to obtain further information regarding the Student including all academic information, school reports and all medical and other reports regarding the Student, if applicable.
- 6.4. The Applicant declares that the Student is either an Australian citizen; has Australian residency status; or, has a Student Visa for entry and stay in Australia that allows education to be provided on the same cost basis as for an Australian citizen.

### 7. Discipline

- 7.1. The continued enrolment of a Student is dependent on their behaviour being in accord with the School's policies, rules and regulations, as amended from time to time including those which form part of the Enrolment Agreement.
- 7.2. The School reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the School.
- 7.3. Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the School) if in the opinion of the Principal the Student is found to have breached the School policies or is found to have engaged in behaviour detrimental to the School, its staff or students.
- 7.4. If the Principal or his delegate suspends the Student, the Applicant shall be notified to that effect including the period for which the suspension shall operate.
- 7.5. If suspended, the Student shall not enter upon any of the School's grounds for any purpose during the period of suspension without the express permission of the Principal or his delegate and shall be the sole responsibility of the Applicant during such period.
- 7.6. The Applicant is expected to support the aims, objectives, ethos, rules and policies and discipline of the School. Disciplinary action may be implemented against the Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct.
- 7.7. The School may, in its absolute discretion, determine when conduct of the Student warrants discipline and may apply such discipline as the School, in its absolute discretion, considers appropriate having regard to the Student Code of Conduct and other School

rules, regulations, policies and procedures in force from time to time and the conduct of the Student.

- 7.8. The Applicant accepts that the School's disciplinary procedures include suspension from the School and immediate termination of the Student's enrolment under this Enrolment Agreement at the School's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees previously paid.

### **8. Health and Medical Treatment**

- 8.1. The School will notify the Applicant of any injury or illness the Student may suffer at the School, which warrants staff intervention or a visit to First Aid.
- 8.2. If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant 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 a student, and reserves the right to require the Applicant to provide the School with information as requested.
- 8.3. In the event the Student is involved in a medical emergency and the Applicant or nominated contact person cannot be reached, the School can take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the School fully on demand for the cost of any such treatment or action taken (e.g. Ambulance expenses).
- 8.4. The Student is permitted to access school specialists including the school nurse, school Chaplain, School Pastors and/or Counsellor. The Applicant consents to those services being provided to the Student and understands there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with their obligations).
- 8.5. It is the responsibility of the Applicant to provide appropriate insurance cover should the Student be injured or taken ill at the School. It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at school.
- 8.6. The Applicant will ensure that the Student is appropriately immunised in accordance with the applicable laws. The School reserves its right to exclude a student in certain circumstances if the Student is not appropriately immunised.

### **9. Personal Possessions**

- 9.1. It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing, and the School is not liable for any loss or damage to this property.
- 9.2. The Applicant will indemnify the School for any loss or damage to school property arising from the use or possession of such property by the Student.

### **10. Attendance**

- 10.1. The Student must attend the School on the dates and between the hours advised by the School. In addition, the Student, and the Applicant if required, must attend and participate in all co-curricular activities which may be held on before or after normal school hours including but not limited to religious services and worship, sporting activities, house sporting carnivals, camps, excursions, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances.
- 10.2. After holiday periods it is expected that the Student will join and return to School on the dates fixed for resuming unless permission is obtained from the Principal.
- 10.3. The Student is not permitted to leave School at the end of term until the published closing date unless permission is obtained from the Principal in writing.

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- 10.4. It is the responsibility of the Applicant to advise the School as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 10.5. The Student will not be able to attend school for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact or where a medical practitioner has recommended the Student not attend.
- 10.6. The Applicant will encourage the Student to take full advantage of curricular and co-curricular opportunities provided to further their education.

### 11. Communication and Privacy

- 11.1. The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The School will make best endeavours to abide by such orders.  
The Applicant agrees to provide any family law orders, thereby enabling the school to understand any obligations imposed in relation to the information that can be provided to separated parents, such as intranet access.
- 11.2. The provision of misleading representation in relation to the guardianship of the Student or in relation to living arrangements may result in the School suspending or terminating the enrolment of the Student, including where the School is not satisfied that the Student is living with a responsible adult of good character who is adequately caring for the Student.
- 11.3. The Applicant agrees that, unless the School is supplied with Family Law Orders, a parenting plan or written authorisation signed by Applicants which provides otherwise, the School will proceed and act on the basis that each of the Student's parents has equal rights and responsibilities in relation to the Student. The School is entitled, by virtue of the Applicants' completion of enrolment under the Enrolment Agreement to assume they are the sole legal guardians of the Student and are authorised to enrol the Student at the School. If this situation changes, the Applicants will immediately notify the Principal in writing, detailing the change, and in addition provide written consent from any other legal guardian of the Student to the Student's enrolment, or continued enrolment. The School will comply with its legal obligations but is not required to police or enforce Family Law Orders on behalf of parents. The Applicants agree to meet the School's costs in complying with all such family law orders and matters.
- 11.4. The Applicant acknowledges that the School will collect personal information about them and the Student which may be required by the School to function and conduct its activities, consistent with the School's Privacy Policy.
- 11.5. The School will not disclose any information in relation to the Student to any party other than the Applicant, subject to the Privacy Policy and its other legislative obligations.
- 11.6. In the event the Applicant is not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the School with the Enrolment Application Form.
- 11.7. The Applicant consents to the School using their personal information and the Student's personal information for the purposes of receiving essential communication.
- 11.8. All information pertaining to the Student and the School will be provided to the Applicant in accordance with the Privacy Policy.
- 11.9. In order to ensure the ongoing health, wellbeing and enrolment of the Student at the School, the Applicant agrees to keep the School informed and maintain open communication in regard to all relevant information and issues relating to the Student (including relevant court orders).

### 12. Indemnity by the Applicant

- 12.1. The Applicant will indemnify the School, the Principal and the School's other employees and agents on demand against:

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- 12.1.1. any loss or damage suffered by the School, the Principal or the School's other employees and agents, or
- 12.1.2. any claim against the School, the Principal or the School's other employees and agents, arising out of a breach of the Enrolment Agreement.

### 13. General

- 13.1. 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.
- 13.2. The Applicant acknowledges that the School may from time to time vary the terms of this Agreement as agreed in writing between the School and the Applicant or by notice, and the Applicants agree they are bound by all such variations from the date of publication on Omnia Parent Portal.
- 13.3. This Agreement will be 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.

\_\_\_\_\_  
Date agreed:

\_\_\_\_\_  
STUDENT NAME

\_\_\_\_\_  
Signature PARENT / GUARDIAN 1

\_\_\_\_\_  
PARENT / GUARDIAN 2

\_\_\_\_\_  
Relationship to student

\_\_\_\_\_  
Relationship to student

\_\_\_\_\_  
Date accepted:

\_\_\_\_\_  
Signature of PRINCIPAL

\_\_\_\_\_  
Name of PRINCIPAL

The enrolment Agreement requires the signatures of all parties listed as Parents/Caregivers and will not be binding until signed by the Principal of Luther College or their delegate. All parties will receive a copy of the Enrolment Agreement.

**Enclosure:** Luther College Fee Schedule, Luther College Privacy Policy Student Application Form, Enrolment Terms and Conditions, the Parent Code of Conduct, the Student Code of Conduct and the Behaviour Management Policy and Procedures.