

This document sets out the terms and conditions under which students are enrolled at Billanook College. The information is current at the time of publication, but the College retains the right to amend these terms and conditions at any time. A place in the College is subject to agreement by parents/guardians and students to abide by the College's policies. Such policies are designed to enhance and assist in the delivery of educational programs.

In this document:

Agreement means this Agreement, and any subsequent variations made from time to time by the Board and as advised in writing by the College to the Parents.

Billanook College, Billanook and the College refers to: Billanook College Ltd. of 197-199 Cardigan Road, Mooroolbark Victoria 3138

The Board means the Billanook College Ltd. Board of Directors.

College Policies means obligations as to conduct as published by the College including as set out in the College website and *MyConnect*, including, without limitation any codes of behaviour for the College's students and parents, *Community Expectations Policy*, student wellbeing and management policies, Payment of Fees and Charges (refer **Section 6** of this document), and all College policies as otherwise advised by the College from time to time.

Composite Fee means the fees charged by the College which covers various items supplied by the School, including but not limited to course materials, day excursions, camps, the College sport program and student accident insurance, as well as the provision of on-site health care. This is a fixed fee charged in conjunction with the Tuition Fee.

Discount means any discount or fee reduction agreed to by the College in accordance with any discount policy published by the Board and otherwise in accordance with the terms of this Agreement.

ELP Funding Nomination means the annual process for all ELP student parents to nominate the College ELP program as the service provider for Victorian Government funding to support delivery of the College ELP Program.

Enrolment Confirmation Fee means the non-refundable fee in the sum of \$500.00 (or as determined by the Board from time to time) payable by the Parents upon accepting an offer of enrolment at the College.

Fee Schedule means the annual written document published by the Board setting out the scale of fees to be charged by the College for Tuition fees, Composite Fees and other charges.

Fees means all fees and amounts invoiced by and payable to the College including Tuition Fees, Composite Fees, Building levies and any additional charges or fees as set out in this Agreement.

MyConnect means the College's intranet site.

Parents and You means the person or persons named as parent/s or guardian/s of the student/s being enrolled, and unless advised otherwise in writing, are the person or persons authorised to deal with the College on all issues relevant to the student and the student's enrolment at the College.

Statement means the invoice generated by the College annually setting out the Fees payable and the due dates for payment of the Fees.

Student and Your Child means the student/s being enrolled and named as the student in this Agreement and the Enrolment Application.

Tuition Fee means the Fee charged by the College which covers the comprehensive costs of providing educational services to students.

1. DISCLOSURE

Important information you need to tell us:

This Agreement is entered into in the utmost good faith. You must:

- before or at the time of enrolment, advise the College of any matters relating to the learning, emotional or physical needs of your child;
- and advise the College of any change to the above information as soon as possible.

This information is important as it allows the College to assess the needs of your child. If you fail to provide this information, or if it is inadequately disclosed, the College reserves the right to discontinue your child's enrolment.

You must keep the College updated of any changes to the student's medical details and/or contact details including emergency contact details and also the Parent's employment details, business address, residential address, email address and contact telephone numbers and any other changes to Parenting Orders, and will notify the College within seven days of a change occurring.

Educational services provided

Billanook College will provide a school curriculum for Prep to Year 10 based on The Victorian Curriculum Foundation to 10 priorities and standards (or equivalent if superseded). Years 11 and 12 is based on the Victorian Certificate of Education (VCE) or Vocational Education and Training in Schools (VETiS) standards (or equivalent if superseded).

The College also provides an Early Learning Program for three and four year old children based on principles founded in the Victorian Early Years Learning and Development Framework. A proportion of the funds raised and fees collected by the School may be used to support the operation of the Early Learning Program.

2. CONTINUED ENROLMENT CONDITIONS

The Parents acknowledge that it is an express condition of enrolment and continued enrolment that the student and the Parents comply at all times with the College Policies and procedures including the *Community Expectations Policy* and the *Parent Code of Conduct*.

The Parents further acknowledge that continued enrolment is at the absolute discretion of the Principal, having regard to the best interest of other students, Staff and the College community.

3. PARENTS RIGHTS AND RESPONSIBILITIES

The College will proceed and act on the basis that each parent has equal rights and responsibilities in relation to the student and will rely on the authority of either parent in connection with matters concerning the student unless either:

- (i) the College is supplied with a Court Order or written authorisation signed by the Parents which provide otherwise; or
- (ii) the Principal in their sole discretion is satisfied in all of the circumstances that there is a good reason to vary the arrangement and has advised the Parents in writing of their intention to do so; or
- (iii) the College is satisfied in all the circumstances that there is reason to act on one Parent's instructions and not the other.

4. TERMINATION OF ENROLMENT

Billanook may end the enrolment of your child and terminate this Agreement if any of the following occur:

- You have not paid any fees or charges in accordance with this Agreement;
- You do not provide us with important information about your child;
- You or your child breach a Billanook College policy or Code of Conduct (available on *MyConnect*)

You agree and acknowledge that at the discretion of the Principal, the College has the absolute right to dismiss or suspend a student for any act of serious misconduct, major infringement or continuous unacceptable behaviour and for unsatisfactory attendance, conduct or performance, or failure by either the student or parents to obey the College Policies (including *Student and Parent Codes of Conduct*) or upon the giving of reasonable notice (being not less than 14 days but not exceeding one term) in all other cases.

Without limiting the generality of the foregoing, you acknowledge that the Principal has the absolute right to dismiss or suspend the student owing to the failure by the student to behave in a socially acceptable manner outside school hours.

The College also reserves the right to remove any student from the College on the grounds of unacceptable behaviour or any other reason considered by the Principal to be reasonable in all the circumstances.

5. FEES AND CHARGES

The Enrolment Confirmation Fee is payable by the Parents on the signing of this Agreement.

The Enrolment Confirmation Fee will be credited on the first year's fees. If an enrolment is deferred, the Enrolment Confirmation Fee is transferable to a later entry (maximum three-year deferment.) This fee is non-refundable.

The Fees for each academic year will be set annually by the Board and notified to parents within a reasonable time thereafter. The current Fee Schedule can be found on the College website (www.billanook.vic.edu.au).

Tuition and Composite fees are billed in advance in October and payable in 10 equal instalments commencing in November each year. Refer to Section 9 *Other Fees and Charges* for information about additional sundry charges and the relevant billing cycle.

A statement for Fees will be forwarded by the College to the Parents setting out the Fees payable and the due dates for the Fees.

There is no refund of Composite Fees available for inability to attend camps, excursions etc.

The Parents acknowledge that the Fees are subject to increase at any time without notice.

6. PAYMENT OF FEES AND CHARGES

You agree to pay by or before the due date, all of the Fees and charges payable in connection with your child's enrolment at Billanook College. All signatories to the Enrolment Confirmation Form are jointly and severally liable for all fees and charges payable as a result of your child's continued enrolment at Billanook, even if payment is made by only one of the signatories or a third party. This joint and several liability continues even if there are any;

- Changes to the relationship;
- Court Orders;
- Child Support arrangements;
- Other arrangements;

between or affecting the co-signatories.

The Parents will immediately notify the College if they experience financial difficulties to discuss the options available. Where special circumstances exist, alternative payment plans and extensions of time may be negotiated with the Chief Financial Officer.

7. STUDENT ABSENCE

Other than as set out in this Agreement, credits for or refunds of Fees will not be provided by the College and fees will not be pro rata or not levied in the event that the student is absent from the College at the beginning of any term or the student's departure from the College before the end of any term. However, students enrolling during the school year will be charged Tuition Fees on a pro-rata basis.

No reduction in fees is available for absences of less than one full term. For absences of one full term or more, application for a reduction in fees should be made in writing to the Principal.

Parents may be eligible to a pro-rata adjustment to fees in the event of a student being absent through extended illness or accident. An application for reduction is subject to the production of an appropriate medical certificate and at the sole discretion of the Principal.

If the student is dismissed from the College under Clause 4 of this Agreement, the Fees shall be payable up to and including the end of the student's final week at the College. A termination charge of one terms' fee shall be immediately payable by the Parents. Charging of the termination fee is not a penalty but a calculation of the genuine economic loss incurred by the College.

No Fee relief shall be payable by the College nor sought by the Parents if the student is suspended from the College for a finite period.

No refund is payable where the student's enrolment is cancelled for any of the reasons set out in Clause 4 for failure of the student to maintain satisfactory course progress or attendance.

8. DISCOUNTS

Family Discounts: Where two or more siblings from the one family attend the College at the same time, the following discounts will apply to Tuition fees:

2nd child:	2.5% of Tuition Fees only
3rd child:	10% of Tuition Fees only
4th and subsequent children:	50% of Tuition Fees only

Allowances for first child of past Billanook students: The first child of a past Billanook student who attended the Secondary College for more than three (3) years is entitled to a 5% discount of Tuition Fees, where no other fee assistance has been granted. This allowance is not available in the Early Learning Program.

Allowance for Uniting Church Clergy: Children of Uniting Church Clergy currently holding a settlement are entitled to a 50% discount of Tuition Fees. This allowance is not available in the Early Learning Program.

Pre-Paid Fees Discount: Tuition can be paid in full, in advance in November each year. Where the Tuition Fee is paid in full by the advised date, a discount will apply to the Tuition Fee. The discount rate is currently 5% and is advised to parents annually. Please note, no discount is offered on the Composite Fee component. This discount is not available in the Early Learning Program.

Other conditions that apply to Discounts.

The College may offer a percentage discount off its standard fees. These discounts can be offered in a number of ways, including Scholarships and Bursaries.

You will pay the standard fee less the percentage discount we offer you. If the standard fee goes up, the same percentage discount of the standard fee will continue. However, if the standard fee goes down, the College can change the percentage discount so that the actual amount you pay (expressed as a dollar figure) is the same that you would have paid if the standard fee did not change.

Billanook reserves the right in future years to:

- change the terms and conditions of any discount (including changing the rate of the discount or the due date for payment to obtain the discount);
- not offer a discount.

If your Billanook account is overdue by more than 28 days, the College may withdraw the discount for all of your children.

Families who have been granted other forms of fee assistance (such as Bursaries or Scholarships) are not entitled to Family Discounts, Past Billanook Students' Allowance, and Uniting Church Clergy Allowance.

9. OTHER FEES AND CHARGES

Building Fund: A request for a donation to the College Building Fund may accompany each fee instalment or may be sent separately. This amount is voluntary and any donation over \$2.00 is fully tax deductible.

Bus Travel Fees: Full year bus fees are billed in two instalments – April and July. Please refer to the separate Schedule of Charter Bus Fees, which is available from the Transport Co-ordinator.

Information and Communication Technology (ICT) Levy: A \$205 ICT levy is charged for all Years 5 to 11 students in advance in October each year. This fee contributes to the maintenance of our existing infrastructure network and the supply of relevant hardware and software.

Music Fees: Music tuition and Instrument hire fees are charged per term. Please refer to the Performing Arts Department for the current fee rate.

Other Sundry Charges: There may be other sundry charges billed throughout the year. These include but are not limited to:

Biology/Physics Camps	Tennis Lessons
Sport Electives	VET Course Fees
Volleyball Fees	Combination Locks
Overseas/Interstate Trips	Overdue Library Book Charges
VCE Outdoor and Environmental Studies	Subject Levies

Overseas/Interstate Trips: With regard to student participation in optional, user pays activities that are billed as additional to the Composite Fee (e.g. Overseas Tours, Conferences and Student Exchanges), parents should be aware that attendance is a privilege and not a right. Consideration will be given to a number of factors, including the student's ongoing positive contribution to the life of the College, ability to act as a strong ambassador for the College, and ability to work in a team and take direction. Parental maintenance of their School fees account with the College will also be a factor for consideration when approving attendance. Please note there may be specific terms and conditions that apply to user pays activities. Refer to *MyConnect* for more information.

VCE Outdoor and Environmental Studies: An annual levy is payable for students undertaking Units 1/2 and 3/4 of the VCE Outdoor and Environmental Studies. This levy covers the additional costs associated with this course, including three full day excursions and other activities and resources, and is levied in April. Please refer to the Subject Selection Handbook for further information regarding VCE Outdoor and Environmental Studies Fees.

VET Course Fees: Please note, VET certificates attract an additional expense.

Internal VET courses provided to students onsite at the College will incur a levy each year.

External VET courses provided to students offsite from the College also incur an annual levy to cover the cost of fees, equipment and uniform etc. This amount varies from year to year and is dependent on the specific course the student undertakes. Please refer to the Subject Selection Handbook for further information regarding VET Fees.

VET course fees will be invoiced to families in April and July each year. Important: Once students commence a VET course, the full annual VET fee is incurred and will not be refunded.

10. PAYMENT METHODS

Fees and charges must be paid by the due date and may be paid by:

- Credit card – parents/guardians may present their credit card details via telephone, in person, or by completing the payment slip on the back of the Statement.
- Direct Debit – payments can be processed using Visa, Mastercard, American Express or transaction accounts. 10 monthly payments commence in November and conclude in August. Please note that any payment by a parent that is dishonoured by their bank will result in the dishonour fee being charged to the parent's School fees account.
- BPAY facilities are also available for Fee payment. Please refer to your Statement for details.
- EFT deposits can be made directly to the College bank account. Please refer to your Statement for details.
- Online payment via *MyConnect*.

11. NON-PAYMENT OF FEES

If the Fees are not paid by the due date, the Parents will be in default of this Agreement and all outstanding amounts including the balance of the annual Fees will become immediately due and payable. In these circumstances interest will accrue on the reducing balance of the Fees from the due date at the rate set out and amended from time to time in the *Penalty Interest Rates Act 1983*. Interest may be waived at the discretion of the Principal.

Where Fees are not paid by the due date, the student is not permitted to incur additional costs by participating in non-curriculum elective activities until such time as the Fees are brought up to date.

A parent may give a minimum of one term's notice that the Parent is to be no longer bound by this Agreement. The withdrawing parent will remain liable for all of the Fees incurred in relation to the student for one term after the College receives the Notice.

Where a parent has notified their intention to no longer be bound by this Agreement, the College reserves the right in those circumstances to either terminate the enrolment of the student or require a replacement person approved by it who is prepared to take on the financial responsibility for payment of future Fees to the College to be substituted in place of the withdrawing parent in order for the enrolment to continue.

Inability to Pay Fees

If you are unable to pay your Fees and charges due to illness, unemployment or other good reasons, you should make an appointment with the Chief Financial Officer to discuss your financial situation and to arrange alternative payment options that will see the overdue accounts repaid. This should be done as soon as possible. The longer you wait, the more difficult it will become for the College to consider a suitable repayment arrangement, potentially resulting in the termination of your child's enrolment at the College.

Please note that while Billanook is prepared to discuss alternative payment arrangements, the College is under no obligation to agree to any proposal arrangement other than the payment of the Fees and charges on normal terms.

Should you be consistently late with your payments the College may, in its discretion and upon giving you 14 days written notice, change your payment arrangements. Such changes include (but are not limited to) requiring you to pay Fees in advance.

If your child leaves Billanook for any reason, you will have to apply to re-enrol your child. If your child's re-enrolment is accepted, it will be subject to a condition that either any outstanding Fees are paid in full or an approved payment arrangement has been entered into with the College and the Parents are complying with the arrangement prior to the re-commencement of the enrolment.

Where necessary, Billanook refers overdue accounts to its legal representatives without notice to you. In addition to any overdue Fees and charges, you will be liable for all and any costs incurred by Billanook College in seeking to recover any overdue monies by any means.

12. WITHDRAWAL OF STUDENTS

Parents are to provide to the Principal, in writing, notice of their intention to withdraw their child/children from the College. This notice must be received no less than one term prior to the student's departure, otherwise one term's fee will be charged. Charging of the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the College.

Any refund you may be entitled to will be sent to you at the end of the notice period after first deducting any outstanding fees.

13. SECURITY FOR PAYMENT OF FEES

In consideration of the College accepting the Parents' application for enrolment of the student and offering the student a position at the College, the Parents charge any interest the Parents have now or in the future either solely or jointly as tenants in common in any real estate to secure the repayment of any amount the Parents owe to the College from time to time. The Parents acknowledge the College's right pursuant to the security hereby given to lodge a Caveat on any real estate in which the Parents have such an interest. The Parents further acknowledge that the security hereby given will continue until the College gives a final release in respect of it.

The Parents further agree to pay the College's legal costs and disbursements (calculated on an indemnity basis) of and incidental to the preparation, stamping and registration of the security hereby given and its subsequent discharge or costs incurred in protecting or exercising its rights in respect of the security hereby given.

14. ELP FUNDING NOMINATION

The Victorian Government provides funds to service providers to enable children to access a high-quality kindergarten program in the two years before they commence school. The funding is a contribution towards the College meeting the cost of operating our kindergarten program.

It is a condition of enrolment at Billanook College that if you enrol your child in our Early Learning Program you agree to nominate the College as the service provider for their funded kindergarten place each year. If your child also attends another service provider that offers a funded kindergarten program you must advise that service that you will be accessing your child's funded place at Billanook College.

15. GOVERNING LAW

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.

16. LOSSES DUE TO THEFT, DAMAGE, ACCIDENT OR INJURY AT SCHOOL

Billanook College prides itself on the level of care and the provision of a safe learning environment for all students. However, even in the safest environment thefts, damage, accidents and injuries can still occur.

Billanook does not accept liability for such events and recommends that parents consider appropriate insurance to cover any losses. Note: some limited assistance is available through the College's insurers for students injured while undertaking supervised School activities (details available from the Chief Financial Officer or the College Nurse).

17. GENERAL MEDICAL CONSENT

In the event of an injury or illness to the student, at School, travelling to or from the College or while taking part in any organised School activity, the Parents authorise the College by its agents or servants, where they are unable to contact any of the Parents or emergency contact, or it is otherwise impracticable to contact the Parents, to:

- (a) administer such first aid as they may judge to be reasonably necessary;
- (b) call an ambulance for the student; and

the Parents' consent to the student receiving such medical dental or surgical attention as may be deemed necessary by a medical practitioner.

The Parents accept responsibility for any expenses arising from such first aid, ambulance, medical, dental or surgical attention.

The Parents acknowledge that any subsequent medical consent requested via electronic means or otherwise, on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

18. RESOLUTION OF STUDENT AND PARENT GRIEVANCES

Students and parents have the opportunity at all times to discuss particular concerns with the relevant staff member closest to the issue. If a satisfactory resolution is not obtained or the matter is of sufficient seriousness for a formal complaint to be lodged, the complaint should be lodged in writing with the Principal (or Chair of the College Board if the complaint is about the Principal).

The College's *Complaints Handling Policy* is available at www.billanook.vic.edu.au and also available on request in hard copy from the College Registrar.

These terms and conditions of enrolment, and the availability of the complaints and appeals processes, do not remove the right of the student to take action under Australia's Consumer Protection Laws.

19. PRIVACY NOTICE

The College is bound by and adheres to the *Australian Privacy Principles* contained in the *Commonwealth Privacy Act 1988* and *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (referred to as the *Privacy Act*). In relation to health records, the College is also bound by the *Victorian Health Privacy Principles* as contained in the *Victorian Health Records Act 2001*.

We are required to provide you with certain information as to how we protect your privacy and how we comply with the requirements of the Act and the *Australian Privacy Principles*. This information is set out in our *Privacy Policy* which is available on our website (refer below link) and also available on request in hard copy from the College Registrar. We strongly recommend that you read our *Privacy Policy* and if you have any queries with respect to its content, you should contact the College Privacy Officer at privacy@billanook.vic.edu.au

Billanook collects personal information, including sensitive information about you and your child, before and during the course of your child's enrolment at Billanook. This may be in writing, through modes of technology, or in the course of conversations. The primary purpose of collecting this information is to enable Billanook to:

- provide schooling to students enrolled at the College, exercise its duty of care and perform necessary associated administrative activities which enable students to take part in all the activities of the College;
- satisfy Billanook's legal obligations, particularly to enable it to discharge its duty of care.

Laws governing or relating to the operation of schools require that certain information be collected and disclosed. These include relevant Commonwealth and State Education Acts, Child Protection laws and Public Health laws. You may contact the College if you have a question about these obligations.

Health information about students is sensitive information within the terms of the *Australian Privacy Principles* (APP's) under the *Privacy Act 1988*. We require medical reports about students from time to time. If you do not consent to us obtaining this information you must advise us.

A student's enrolment may be delayed or prevented if the College cannot collect certain personal information. This is particularly so where the information is relevant to the health and safety of the student, other students and/or Staff. If the information referred to above is not obtained, Billanook may not be able to enrol or continue the enrolment of your child/children.

The College may disclose certain personal and sensitive information for administration and educational purposes to others. Refer to the College's *Privacy Policy* for more information.

The College's *Privacy Policy* sets out how parents or students may seek access to personal information collected about them. However, access may be refused in certain circumstances such as where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the student, where students have provided information in confidence or where the College is otherwise required or authorised by law to refuse access. Any refusal will be notified in writing with reasons (unless, given the grounds for refusal, it would be unreasonable to provide reasons).

The College's *Privacy Policy* also sets out how parents and students may complain about a breach of privacy and how the College will deal with such a complaint.

The College may also use online or 'cloud' service providers to store personal information and provide services to the College such as email and education and assessment applications. This personal information may reside on a cloud service provider's server which may be situated outside Australia. Further information about the School's use of on online or 'cloud' service providers is contained in the College's *Privacy Policy*.

In absence of a direction of the Court to the contrary, all signatories to the *Enrolment Application* and *Enrolment Confirmation* forms are jointly and severally entitled to access to and information about their child.

Please refer to the College's [Privacy Policy](#) for full details.

20. OUR STATEMENT OF COMMITMENT TO CHILD SAFETY

Billanook College is a child safe organisation which welcomes all children, young people and their families.

We are committed to providing environments where our students are safe and feel safe, where their participation is valued, their views respected and their voices are heard about decisions that affect their lives. Our child safe policies, strategies and practices are inclusive of the needs of all children and students.

We have no tolerance for child abuse and take proactive steps to identify and manage any risks of harm to students in our School environments.

We promote positive relationships between students and adults and between students and their peers. These relationships are based on trust and respect.

We take proactive steps to identify and manage any risk of harm to students in our School environment and activities. When child safety concerns are raised or identified, we treat these seriously and respond promptly and thoroughly.

Particular attention is given to the child safety needs of Aboriginal and Torres Strait Islander students, those from culturally and linguistically diverse backgrounds, International students, students with disabilities, those unable to live at home, children and young people who identify as lesbian, gay, bisexual, transgender and gender diverse, intersex and queer (LGBTQIA+) and other students experiencing risk or vulnerability. Inappropriate or harmful behaviour targeting students based on these or other characteristics, such as racism or homophobia, are not tolerated at our School and any instances identified will be addressed with appropriate consequences.

Child safety is a shared responsibility. Every person involved in our School has an important role in promoting child safety and wellbeing and promptly raising any issues or concerns about a child's safety.

We are committed to regularly reviewing our child safe practices, and seeking input from our students, families, Staff, and volunteers to inform our ongoing strategies.

Please refer to the College's *Child Safety and Wellbeing Policy* at <https://billanook.vic.edu.au/about-us/child-safety/> for full details.

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