



## TERMS OF ENROLMENT – JUNIOR AND SENIOR SCHOOL

1. These Terms of Enrolment set out the terms and conditions under which Students are enrolled at Presbyterian Ladies' College (PLC or College). The College reserves the right to change these Terms of Enrolment, and fees and charges from time to time, upon giving Parents one term's written notice of such variation. The commencement or continued enrolment of their child at PLC will signify acceptance by Parents of the variation.
2. The enrolment of a Student at PLC will continue until either the Student graduates from Year 12 at PLC, or the enrolment is terminated in accordance with these Terms of Enrolment (except for boys enrolled in ELC, who will terminate their enrolment at the end of ELC).
3. Parents are bound jointly, and each of them individually regardless of the person or persons to whom the College's account may be addressed or handed, or by whom accounts are or have been paid. This liability for payment of fees and charges, as stated in the Fee Schedule, shall continue regardless of any changes to the relationship between the Parents, or any court order as between the Parents, or any child support or other arrangements between the Parents.
4. This agreement is entered into in good faith by all parties.
5. These Terms of Enrolment do not affect the rights of the Applicant to take action under the Australian Consumer Law if the Australian Consumer Law applies.

### Enrolment

6. Enrolment in the College is confirmed only after a Letter of Offer is accepted, by the Applicants returning the Acceptance of Place Offer, accompanying payment of the Enrolment Fee and payment of the Holding Deposit 12 months prior to the Student's intended enrolment date, if applicable, at the College.
7. Failure to return the Acceptance of Place Offer within the period prescribed in the Letter of Offer may result in the offer being withdrawn.
8. By signing the Acceptance of Offer form, the Applicant(s) and Student agree to abide by:
  - 8.1. the Enrolment Agreement, made up of:
    - (a) these Terms of Enrolment;
    - (b) the Admissions and Enrolment Policy;
    - (c) the Fee Schedule;
    - (d) the Parent Code of Conduct;
    - (e) Student Code of Conduct; and
  - 8.2. subject to clause 8.1, the College's rules, policies and procedures including those concerning or dealing with:
    - (a) the care, safety and welfare of students;
    - (b) standards of dress, grooming and appearance;
    - (c) grievance and complaints;
    - (d) social media and the use of information, communication and technology systems;
    - (e) student behaviour and conduct and discipline of students;



- (f) parent behaviour and conduct; and
- (g) privacy;

which may be amended during the period of enrolment at the discretion of the College.

9. Failure to abide by the Enrolment Agreement or College's rules, policies and procedures may result in disciplinary action or cancellation of enrolment.
10. The Applicant also agrees to promptly provide the College with further information relevant to the Student's educational or safety and wellbeing needs, where, during enrolment, new information becomes available. This is a critical part of the relationship between the College, the Student and the Students family.
11. Applicants may submit a complaint or grievance in relation to how their application for enrolment is handled, and the College will review it in accordance with its Complaints and Grievances Policy.

## **Fees and Charges**

### Fees for Acceptance of Place Offer

#### **Enrolment Fee**

12. The College requires payment of an Enrolment Fee to complete the Acceptance of Place Offer. The Enrolment Fee (GST free) is non-refundable, and non-transferable between year levels or family members upon signing of the Acceptance of Place Offer.
13. Should a Student not commence at the College on the agreed start date, the enrolment will be cancelled unless prior arrangements are made with the College. Any refund of Fees to an International Student will occur in accordance with the College's International Students Refund Policy.

#### **Holding Deposit**

14. A Holding Deposit is also payable 12 months prior to the Student's commencement of enrolment date. The Holding Deposit provides evidence of the Applicants intention that the Student will commence tuition at the College. The Holding Fee (deposit) is credited to Parents against the Term 2 Fee account in the year the Student commences at the College.
15. This Holding Deposit is non-refundable and non-transferable either between year levels or between siblings. Should an accepted enrolment place be cancelled, the Holding Deposit is forfeited to the College. Retention of the Holding Deposit in these circumstances is a genuine pre-estimate of the economic loss the College will incur. The Holding Deposit does not apply to International Students.

### Fees Generally

16. All invoices and statements are sent by email. It is the responsibility of the Applicants to ensure the College is informed of any changes to contact details. A request to add or delete account billing nominees can be made in writing to the Business Office. The College may agree to add new billing nominees at its sole discretion.
17. All Fees and Charges are subject to change. The Applicant must pay the current rate of Fees and Charges set by the Fee Schedule available from the College. Fees and Charges quoted for taxable supplies include GST where applicable. Fees and Charges may be different for different year levels and are set by the Fee Schedule available on the College website.
18. When the Fee Schedule is updated, Applicants will be notified by the end of Term 3.
19. Tuition Fees for local Students are billed one term in advance.



20. The first year's Tuition Fees for International Students are invoiced in advance and must be paid in full before the Student's enrolment is confirmed at the College. For subsequent years, an invoice for a full year's Tuition Fees is issued in October.
21. A Consolidated Levy is charged each term for local Students, and for the full year in advance for International Students.
22. A pro-rata Tuition Fee shall be charged for a new Student entering the College after a term or semester has commenced.
23. Boarding Fees for local Students are billed one term in advance. For all new Students, the first instalment will be charged in advance for commencement in the following year. These Fees are non-refundable and non-transferable between years or siblings. Any adjustments will be made on Term 2 Fees. Subsequent Boarding Fees will be charged one term in advance.
24. Boarding Fees for International Students are billed two terms in advance. The first payment is required before the Confirmation of Enrolment is issued. Subsequent invoices will be issued in April and October each year.
25. Absence from the College during the whole or part of a term does not remove the obligation to make payment of the full term's Fees and Charges.
26. Invoices are payable within 21 days from the date of issue. All fees must be paid in Australian dollars and any refunds payable will be reimbursed in Australian dollars.
27. The College will charge an Administration Fee where an account remains unpaid after the due date. A further Administration Fee will be charged for each period of 30 days thereafter where the account remains unpaid. This charge is a calculation of the losses incurred by the College in managing the outstanding account.
28. In the event that any outstanding account is referred to an external debt collection agency the reasonable expenses of such recovery will be added to the account with responsibility for settlement of those collection expenses borne by the account holder.
29. Any agreement or failure by the College not to strictly enforce its terms of payment in relation to amounts owing to the College, or any agreement to defer payment of an amount owing to the College, will not operate as a waiver of the College's rights in relation to such amount.
30. Any funds payable to parents / guardians by the College will be offset against any outstanding account relating to a departing Student at the time of departure.
31. Any refund of Tuition Fees for local Students is at the absolute discretion of the Principal and will occur only in accordance with these Terms of Enrolment or where the College is unable to deliver educational services for which payment has already been received.
32. Any refund of Fees to an International Student will occur in accordance with the College's International Students Refund Policy.
33. The College reserves the right to refuse a Student permission to register and / or participate in any College organised non-curriculum activities (including private music lessons, overseas tours and trips) that require an additional payment to the College or a third party, while any amount remains due and owing to the College by the account holder for payment of any Fees.
34. Any credit card or direct debit payment which is declined by the bank, for any reason, will attract a reasonable Administration Fee.
35. The College reserves the right to refuse to readmit a Student at the commencement of any term if any amount payable on that Student's account remains outstanding.
36. If the College terminates a Student's enrolment, the Applicant is liable for all Fees and Charges incurred before the date the Applicant is notified of the Student's enrolment at the College being terminated.
37. A proportion of funds raised or Fees collected by the College may be used to support the operation of the College's Early Learning Centre.



## Planned Leave of Absence

38. All requests for a planned leave of absence from the College must be submitted in writing to the Principal for approval at least one full term in advance. Approval is not guaranteed.
39. The College may charge a Holding Fee in lieu of tuition fees during the period of absence, which is determined by the Principal.

## Notice of Withdrawal

### Day Students

40. One full term's notice is required, in writing to the Principal, before the withdrawal of a day Student from the College. If the required notice is not given, a Termination Fee equivalent to one full term's Tuition Fees will be payable in lieu. Charging of the Termination Fee is a genuine pre-estimate of the College's costs in filling available places.
41. The College may vary Tuition Fees and Charges from time to time at its sole discretion. Parents will be notified in advance of any such variation, and an updated Fee Schedule will be provided to Parents by the end of Term 3. Any Parents wishing to withdraw their child following the College notification of the updated Fee Schedule should do so by the final week of Term 3 holidays, to allow the College adequate time to find a new Student to fill the role and ensure sufficient subject choices and/or staffing for the following year.
42. For example: If your daughter is a day Student and you wish to withdraw her from the College at the end of Term 4, the Principal must be notified in writing by the final week of Term 3 holidays.

### Boarding Students

43. Two full terms' notice is required, in writing to the Principal, before the withdrawal of a boarding student from the College. If the required notice is not given, a Termination Fee equivalent to one full term's Tuition and one term's Boarding Fees will be payable in lieu. Charging of the Termination Fee is not a penalty for withdrawal without notice but a genuine pre-estimate of the economic loss the College will incur.
44. For example: If your daughter is a boarding student and you wish to withdraw her from the College at the end of Term 4, the Principal must be notified in writing by the last day of attendance of Term 2.
45. Boarding places are offered for the full duration of a student's education at PLC to the end of Year 12 and are not transferable to a day place. Parents should be fully committed to their daughter living in the Boarding House until the end of Year 12. In exceptional circumstances the Principal may approve an alternative arrangement. In such circumstances the required notice as indicated above applies and the Boarding Fees would be required to be paid for the full calendar year.

## Sibling Discount

46. PLC offers a sibling discount on the basic annual Tuition Fee to a Student while her older sister is attending the College. This discount is offered at the absolute discretion of the College, is not offered to a family in conjunction with any other fee concession, including scholarships, or to Students attending the ELC.



## Medical

47. The College must be kept up to date and informed of a Student's physical and/or medical needs, including any significant illness suffered or developed by the Student before and during their enrolment. The College reserves the right to assess and determine its ability to provide ongoing education to a Student, and reserves the right to require the Parent to provide the College with information as requested, or to require the Parent to withdraw the Student for a period of time reasonably required to undergo medical treatment.
48. The College must be immediately notified of any infectious or contagious illnesses or diseases which are contracted by a Student and that Student will not be permitted to attend school, or any College activity, until a medical clearance has been obtained in writing.
49. In the event of an accident or illness when it is impractical, or not possible, to communicate with a Parent, the Principal or Principal's representative may authorise medical, surgical or other treatment recommended by a qualified medical practitioner.
50. Students may access the services of specialists such as the College Nurse and Counsellors. By accepting these Terms & Conditions of Enrolment as part of the Enrolment Agreement, the Parent consents to those services being provided and for confidentiality between the Senior School Student and specialist to be maintained without reference to the Parent where the specialists deem that appropriate.

## Attendance and Participation

51. Students returning to the College after term breaks must join their classes on the first day of term. Students are not permitted to leave the College at the end of a term until the recognised closing date, except with prior permission and under special circumstances. All Students are expected to attend throughout the academic year.
52. Students are required to become active members of the College community and are to behave in a way expected by the staff of the College and indicated by the Code of Conduct published in the school diary. Students are required to participate in the College's Outdoor Education Program and the physical education program including swimming and sports.

## Ethos

53. In enrolling their daughter at PLC Parents agree to support the Christian and community activities of the College. The College has a Presbyterian foundation but welcomes students from all backgrounds and faiths. All Students are required to attend Christian Studies classes, chapel services, assemblies, camps and excursions. Enrolment at the College is an agreement to support the ethos of the College with regard to College guidelines, behaviour and expectations at all curricular and co-curricular events.
54. A copy of the College's Statement of Christian Ethos is published on the College's website.

## Discipline of Students

55. Students are required to abide by the College's Student Code of Conduct, which is published on the College website.
56. Enrolment signifies agreement with the rules and regulations of the College and intention to abide thereby.
57. Parents agree to support the College in its Discipline Policy and implementation of disciplinary action. A Student's behaviour is required to be at all times lawful, safe for all concerned, considerate of others and a good reflection on herself, her family and the College.



58. At the discretion of the Principal, a Student may be excluded from the College either temporarily or permanently. The financial obligation of the Parent/s will not be affected by the exercise of such discretion.
59. The continued enrolment of a Student depends on their behaviour being in accord with the College's policies, including but not limited to the Student Code of Conduct, as amended from time to time. Continued enrolment is also dependent on the behaviour of the Applicant and Parents being in accord with relevant policies, including but not limited to the Parent Code of Conduct.
60. The College applies a positive approach to the discipline of student behaviour which aims to maximise students' participation in College educational programs. Nevertheless, the College reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff, other members of the community, or unduly damage the reputation or property of the College.
61. In signing these Terms of Enrolment, the Applicant acknowledges that breaches of the Enrolment Agreement, of College policies by the Student, and of the Parent Code of Conduct by the Applicant (or one of them) may lead to disciplinary action including:
- withdrawal of privileges;
  - detention at such times as the Principal may deem appropriate;
  - requiring the Student to undertake additional school work during or after normal school hours;
  - suspension;
  - expulsion (termination of enrolment); and
  - such other consequences as the College considers reasonable and appropriate.

## Parent Conduct

62. Parents are required to abide by the College's Parent Code of Conduct, which is published on the College's website.
63. The Parents will behave in such a manner that the image of the College is not negatively affected or brought into disrepute and will treat and deal with the College's employees, representatives, other Parents and students with respect and consideration.

## Termination

64. The Enrolment Agreement may be terminated:
- in accordance with the provisions of these Terms of Enrolment;
  - in accordance with the Parent Code of Conduct;
  - in accordance with the Student Code of Conduct;
  - for breach of any other College policy or procedure which outlines a breach of it may result in termination of the Student's enrolment at the College; or
  - as permitted by law.

## Uniform

65. All students are required to wear the College uniform as prescribed, neatly and properly, while in the College, travelling to and from the College and on all College occasions. Each item of clothing must be clean, in good repair and labelled with the student's name.





## Communication

66. The College publishes a regular newsletter to Parents containing important information. This newsletter, to be read by both Parents and Students, is available on the College's Wyse portal. Information so communicated is deemed to have been received by Parents / guardians. It is the responsibility of parents / guardians to ensure that they have read and understand all information in the newsletter.
67. Parents are responsible for immediately informing the College of any change in their family circumstances, or contact details and students medical and wellbeing details. These changes can be advised to the College electronically via the College's web portal, "Wyse" or by emailing Admissions or Administration. Parents are required to fully, accurately, and within specified timeframes complete all requests for information to enable the College to meet government data reporting requirements.
68. Unless the College is supplied with a Court Order or written authorisation signed by both Parents which provides otherwise, the College will proceed and act on the basis that each of the Student's Parents have equal rights and responsibilities in relation to the Student. The Parents represent to the College that they are the sole legal guardians of the student and are authorised to enrol the Student at the College. If this situation changes, the Parents will immediately advise the College of the change.

## Governing Law

69. The laws of the state of Victoria apply and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

## Photography

70. PLC may take photos of students undertaking various College related activities. Current consent for use of photos will be obtained through the College's parent portal.
71. PLC will seek Parents' permission prior to publishing a photo for use in College's formal marketing and external advertising campaign materials including digital and print advertising, social media advertising and billboards.

## Information and Privacy

72. The College collects personal information (including health and sensitive information) regarding Parents and Students during the enrolment process and enrolment at the College in accordance with the College's Privacy Policy and applicable privacy laws. Parents are able to make requests and correct personal information held by the College, in accordance with that Privacy Policy, which is available on the College's website.
73. The College is required to report certain data to the Australian Curriculum, Assessment and Reporting Authority, International Baccalaureate Organization and the Victorian Curriculum and Assessment Authority. This may include student background characteristics such as gender, Indigenous status, socio-educational background and language background.

## Definitions

Terms defined in the Enrolment and Admissions Policy have the same definition in these Terms of Enrolment. In the event of any inconsistency, the definitions in these Terms of Enrolment will prevail.

**Acceptance of Place Offer** means the form signed by Applicants by which they accept the Letter of Offer and agree to be bound by the Enrolment Agreement.



**Charges** means non-Tuition Fees including, but not limited to the Consolidated Levy, camp and excursion charges, charges for elective subjects, charges for the International Baccalaureate (IB) registration and Theory Of Knowledge (TOK) camp, IB examination fees, school materials, medical expenses, uniform and other expenses.

**Boarding Fees** means the amount payable from Parents to the College, as advised by the College, for their daughter to board at the College.

**Consolidated Levy** is an amount payable by Parents to the College as part of the Student’s ongoing enrolment at the College. It varies by year level to reflect the different resources provided and programs delivered, and includes the College’s Outdoor Education program.

**Enrolment Agreement** means the agreement between the College and Applicants that governs a Student’s enrolment at the College, made up of the Admissions and Enrolment Policy, Terms of Enrolment, Fee Schedule, Parent Code of Conduct and Student Code of Conduct as they are updated from time to time.

**Enrolment Fee** means the fixed amount which is payable to confirm enrolment of the Student at the College, as amended from time to time.

**Fees** includes the Administration Fee (where applicable), Application Fee, Boarding Fees, Enrolment Fee and Holding Fee.

**Fee Schedule** means the Schedule of Fees and Charges as published on the College’s website and updated from time to time.

**Letter of Offer** means the letter sent to Applicants, offering enrolment at the College.

**Terms of Enrolment** means these conditions of enrolment including any subsequent amendments made by the College.

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Approved By:	PLC Council
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