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## Terms and Conditions of Enrolment

### 01. Acceptance of Offer of Enrolment

- a. An offer of enrolment must be accepted by both Parents unless the College agrees to waive this requirement. Upon acceptance, all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- b. Acceptance of the offer must be accompanied by payment of a non-refundable Entrance Fee as prescribed on the College website relevant to the current year.
- c. If the Student Athlete does not commence, the Entrance Fee will not be refunded unless the College, acting reasonably, agrees that there are special circumstances supporting a full or partial refund. A decision to enrol the student at another school will not, of itself, constitute special circumstances.
- d. If Parents wish to defer the entry of a Student Athlete to a different year to the year for which enrolment is requested, the College will advise whether it is able to agree to this request. If it is unable to agree, the Student Athlete will be placed on a waiting list for the requested year, but enrolment cannot be guaranteed.
- e. Enrolment is dependent on the Parent entering a direct debit payment arrangement to cover ongoing tuition fees in accordance with the Fee Schedule.

### 02. Conditional Enrolment

- a. All enrolments are conditional upon the College being satisfied that in its discretion, the Student Athlete's needs can be met by the College. If the College determines prior to the commencement of the enrolment that the Student Athlete's needs cannot be met, the College may cancel the enrolment.
- b. The College may require Parents to provide such reports and assessments as it considers necessary to enable it to determine the particular needs of the Student Athlete.
- c. Competence in English is a prerequisite for enrolment. If the College considers that the English language capabilities of the Student Athlete are not sufficient, it may require the Student Athlete to undergo an intensive English language course. If the required language level is not reached, the College may decide that the enrolment should be cancelled.

### 03. Progress of Student Athlete

- a. If the College considers that the progress of a Student Athlete is unsatisfactory and that it can no longer meet the Student Athlete's needs it may:

- i. require the Student Athlete to repeat a year, or
- ii. cancel the enrolment of the Student Athlete

#### **04. Fees and Charges**

- a. The College Board reviews and sets the fees and charges annually, the details as set out in the Fee Schedule are located on the College website.
- b. A non-refundable Entrance Fee as prescribed on the College website and relevant to the current year is payable upon enrolment.
- c. A direct debit payment arrangement is to be entered into for payment of fees. Direct debit payment options are as set out in the Fee Schedule located on the College website.
- d. Fees and Charges may also be levied for co-curricular activities, elective subjects and sport.
- e. All Fees and Charges must be paid on or before the due dates set.
- f. The College may also incur expenditure for the Student Athlete's needs on behalf of the Parents as it reasonably considers necessary, which may be added to the Parent's College account.
- g. Continual lateness in payment of fees could jeopardise the Student Athlete's place at the College. That is, should multiple direct debit payment failures occur, a Student Athlete may be suspended unless the College agrees in writing to enter into an alternative arrangement. Failure to abide by any other agreed arrangement may result in the enrolment of the Student Athlete being cancelled without further notice.
- h. Fees will not be remitted in whole or part if the Student Athlete is absent due to illness, injury, leave or suspension.
- i. All medical expenses incurred on behalf of a Student Athlete must be reimbursed by the Parent.

#### **05. Withdrawal of Student Athletes**

- a. Notification of withdrawal of enrolment from the College, must be made in writing with at least one (1) term's advanced notice.
- b. Where Student Athletes are leaving to enrol at another school, NESA requires that Parents advise the College in writing of the reason they are leaving, the date they are leaving, the name of the school the Student Athlete will be attending and the date they are starting at the new school.

- c. Prior to departure, Student Athletes must where applicable, return all College equipment (iPad/Chromebook/Charger) in working order. Charges will apply for College equipment that is not returned in working order.

## 06. Obligations of Student Athletes

- a. Student Athletes are required to have high standards of behaviour and: -
- i. abide by the College Policies and Codes of Conduct
  - ii. behave courteously and considerately to each other and to staff at all times
  - iii. not do anything which may bring the College into disrepute, including in print and electronic media
  - iv. support the goals and values of the College
  - v. attend and if required, participate in:
    1. assemblies,
    2. College sport programs,
    3. important College events
    4. camps and excursions that are an integral part of the College curriculum
  - vi. wear the College uniform as prescribed including when travelling to and from College and follow conventional standards of appearance while at College in accordance with the College guidelines and the expectation of the College community
  - vii. attend the College during college hours, except in the case of sickness or where leave not to attend has been given.

## 07. Obligations of Parents

- a. The Parents:
- i. must accept and abide by the requirements and directions of the College Board and the Principal relating to the Student Athlete or Student Athletes generally and not interfere in any way with conduct, management and administration of the College,
  - ii. are required to support the goals, values and activities of the College, and
  - iii. are required to view their Parent Lounge on a regular basis and to ensure they are able to access the College's nominated communication channels (e.g to download a College developed app to their own device).
- b. The Parents must promptly advise the College:
- i. in writing of any change of home, mailing, email address or contact details or other information. Offers of enrolment may be cancelled if the College loses contact with the Parent or has mail returned to it,
  - ii. if the Student Athlete is to be absent from the College due to ill health and confirm such advice in writing,
  - iii. in writing of any orders or arrangements with respect to the Student Athlete concerning custody or access, any change to them or any other orders or arrangements which are relevant to the Student Athlete's education and welfare and, if requested, provide copies of any orders to

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the College.

- c. The Parents also:
- i. must ensure the Student Athlete has each item of officially required uniform, clean and in good repair, and all other requirements such as an IT device, textbooks and stationery,
  - ii. should communicate with Student Athletes, Parents, visitors and staff members in a courteous manner, follow the communication guidelines laid down by the College and observe the Parent Code of Conduct,
  - iii. should use their reasonable endeavours to attend parent-teacher/coach interviews and parent forums and participate in courses offered by the College which are relevant to the Student Athlete's education.
  - iv. should not use social media or public forums to denigrate the College, its staff, Student Athletes or other members of the College community.

## **08. Health and Safety**

- a. Parents must advise the College immediately if they become aware of any special needs the Student Athlete may have including, but not limited to, any medical, physical, psychological needs, or any changes to these needs.
- b. Parents must complete and disclose to the College the health details of the Student Athlete prior to the Student Athlete commencing at the College and provide updates if circumstances change or as required by the College from time to time.
- c. If the Student Athlete is ill or injured, necessitating urgent hospital and/or medical treatment and Parents are not readily available to authorise such treatment, the Principal or, in the Principal's absence, a senior staff member of the College, may give the necessary authority for such treatment. The Parents indemnify the College, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.
- d. Parents must observe College security procedures for the protection of Student Athletes.
- e. Student Athletes are responsible for their personal property and the College does not accept any responsibility for the loss of their belongings.
- f. The Principal or the Principal's nominee may search the Student Athlete's bag, locker or other possessions where there are reasonable grounds to do so, in order to maintain a safe environment for all Student Athletes.

## **09. Programs and Activities**

- a. The College determines the educational, sport and extra-curricular activities in its absolute discretion.
- b. The College may change its programs and activities and the content of these

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programs and activities without notice.

- c. The Student Athlete will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Principal agrees otherwise. Charges may be levied for these activities and will be payable unless the Student Athlete is unable to attend due to ill health or other reason where it is impossible for the Student Athlete to attend.

## 10. Reports

- a. The College will make available academic reports to Parents via the Parent Lounge. It is the Parent's responsibility to ensure they have access to their Parent Lounge.

## 11. Leave

- a. If Parents wish to seek leave for the Student Athlete to not attend any College academic or co-curricular program or activity during a term, they must apply to the Principal or their delegate. Leave will usually only be granted in most extreme circumstances.

## 12. Exclusion or Suspension

- a. The College may exclude the Student Athlete, either temporarily or permanently at any time for reasons which may include, but are not limited to:
  - i. a serious breach of the College rules or Code of Conduct
  - ii. conduct prejudicial to the reputation of the College or the well-being of its Student Athletes or staff
  - iii. where the Principal or College Board believes that a mutually beneficial relationship of cooperation and trust between the College and the Parents/Carers has broken down to the extent that it adversely impacts on that relationship
  - iv. failure to meet fee obligations.
- b. The College will only exercise its powers under this clause to exclude a Student Athlete permanently if it has provided the Student Athlete and the Parents or guardians of the Student Athlete with details of the conduct which may result in a decision to exclude the Student Athlete and provided them with a reasonable opportunity to respond.
- c. The College may terminate the enrolment of the Student Athlete if, either before or after the commencement of enrolment, the College finds the relevant particulars of the special needs of the Student Athlete have not been provided to the College or the particulars are materially incorrect or misleading, and the failure to provide that information has has a material effect on the College or the Student Athlete's welfare or both.

### 13. Court Orders

- a. The Parents must provide accurate information to the College about any arrangement between Parents or Court Orders in relation to the Student Athlete at the time for applying for enrolment. The Parents must immediately notify the School of any new arrangements or changes to any previously communicated arrangements.
- b. The Parents must immediately notify the College of any new Court Orders or changes to any previously communicated Court Orders.

### 14. Privacy

- a. The Parents acknowledge that they have read the College privacy policy as located on the College website.

### 15. Amendment of Terms and Conditions

- a. The College may alter the terms and conditions of enrolment at any time by giving not less than one (1) term's notice to the Parents in writing which shall apply to both current and future Student Athletes and Parents from the date specified in the notice.

### 16. Definitions

In the terms and conditions:

**NESA** means NSW Education Standards Authority

**Parent** means the Parents/Carers or guardians who completed the enrolment application

**College** means Central Coast Sports College Ltd

**CCSC** means Central Coast Sports College Ltd

**Student Athlete** means the Student Athlete who is named in the enrolment application

| Date of Next Review: Feb 2025 or earlier where amendments in legislation require immediate policy reviews |               |         |                  |
|---|---------------|---------|------------------|
| Version #   | Date Approved | Author  | Purpose/Changes  |
| 3   | Feb 2024      | M.Brown | Updated Annually |