Prep to Year 12 Terms and Conditions of Enrolment (Local Students)

Last Review: 25/05/2026	**Constructed / Reviewed by:** Kingswood College on advice from Russell Kennedy Lawyers
Next Review: 25/05/2028 (and every two years thereafter in accordance with the College's review cycle, or more frequently as required)	**Approval Required:** Executive, approved 11/02/2026, endorsed by Council 25/05/2026
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1 Purpose of these Terms and Conditions of Enrolment

1.1 These Terms and Conditions of Enrolment set out the terms upon which a child is enrolled as a domestic student at Kingswood College (**the College**).

2 Acceptance of Enrolment

2.1 Each parent or legal guardian (referred to as **parents** for convenience) who accepts the College's offer of enrolment for a child, also agrees to the terms in these Terms and Conditions of Enrolment for the duration of the child's enrolment (subject to clause 3).

2.2 A parent who causes a child to attend the College for the purpose of receiving educational services is deemed by their conduct to have accepted these Terms and Conditions of Enrolment.

2.3 All parents with parental responsibility for a child must agree to the terms in these Terms and Conditions of Enrolment, unless the College provides written confirmation that it accepts otherwise. The College may request evidence from a parent in support of this arrangement prior to accepting an enrolment by only one parent.

3 Ongoing nature of these Terms and Conditions of Enrolment

3.1 These Terms and Conditions of Enrolment are ongoing, and will remain in place until such time as:

(a) a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Terms and Conditions of Enrolment;

(b) a child completes a Year 12 education at the College.

3.2 The College reserves the right to reasonably amend these Terms and Conditions of Enrolment annually, to address the operational needs of the College. The College will provide advance notice of any amendments by communicating the amendments to the family no later than the third week of Term 3, with the relevant amendments to take effect the next year (and which, for the avoidance of doubt, will not apply retrospectively). A family will accordingly have the option to give notice of withdrawal in accordance with clause 8 before the amendments take effect.

3.3 A parent who agrees to these Terms and Conditions of Enrolment in relation to an enrolled child at the College, also agrees to these Terms and Conditions of Enrolment in relation to each of the parent's children enrolled at the College at that time.

4 Responsibilities of the College

4.1 The College will provide an education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by the College from time to time at its absolute discretion.

4.2 The College will deliver the school curriculum through a range of methods, including the provision of on-campus education and online learning arrangements. The College may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, the College considers it necessary or appropriate to do so. Relevant considerations may include, but are not limited to concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.

4.3 Parents acknowledge that the College does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.

5 Support for the College

5.1 Each parent:

(a) agrees to cooperate fully with the College to promote the child's education, including by involving themselves in the life of the College and being responsive to the College's concerns; and

(b) agrees to ensure the child and the child's parents familiarise themselves and comply with the College's codes of conduct, handbooks, directions, policies, procedures, rules and values as published and amended by the College from time to time at its absolute discretion.

All College policies are available on Compass.

5.2 Each parent will do all things reasonably necessary during the enrolment period to ensure the child:

(a) acts in accordance with and upholds the College's ethos, reputation and values;

(b) is well-presented, wears the school uniform at all times, and complies with the College's appearance standards;

(c) arrives at school on time, attends all classes and is prepared for study;

(d) completes assessments and exams, and performs homework, when asked to do so;

(e) attends school-related activities, camps, excursions, house activities, academic and inter-school competitions and events, public and service events, music rehearsals and performances and sport training and matches/games, events and retreats whether or not these are held during or outside of school hours (collectively, **Co-curricular Activities**);

(f) participates fully (with regard to the child's needs) in all aspects of the life and programs of the College;

(g) cares for all school buildings, furniture, property and equipment;

(h) does not leave the school grounds during school hours, except as authorised by the College from time to time;

(i) does not possess, use, distribute or sell illegal or illicit substances (including tobacco, e-cigarettes, personal vaping devices (regardless of whether they contain nicotine), medication (unless used in accordance with a prescription), drugs or alcohol, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances;

(j) does not pose a risk to their own health and safety, or the health and safety of others; and

(k) is familiar and complies with the College's codes of conduct, behavioural standards, handbooks, directions, policies, procedures, rules and values as published and amended by the College from time to time at its absolute discretion.

6 Enrolment Fees

6.1 Application Fee

A fee of $130 (including GST) is payable for each application to cover administration costs. It is not refundable.

6.2 Enrolment Fee

A fee of $1,500 (GST free), is payable in full within two weeks of the enrolment offer and only then will the enrolment be confirmed. This fee is payable per student, non-refundable and non- transferable.

6.3 Holding Fee

In the year preceding entry, a compulsory Holding Fee will be invoiced to confirm the place of the enrolment. The Holding Fee will be held and credited against the Term Two fees in the relevant year. Should the place not be taken up, the Holding Fee is non-refundable and non-transferable.

7 School Fees

7.1 The College publishes in advance of each school year a Tuition Fee Schedule setting out:

(a) all tuition fees and course levies, and other charges and levies, imposed by the College for that school year (collectively, the **School Fees**) in relation to a student's enrolment at the College (as either a domestic or international student), or in relation to certain activities and programs;

(b) due dates for payment (which may be in advance or arrears);

(c) discounts that may be applicable to the School Fees;

(d) payment methods and payment arrangements; and

(e) other relevant matters (including in relation to consequences for non-payment).

7.2 The terms of each Tuition Fee Schedule are at the College's absolute discretion, and subject to change annually. However, the College will not vary those terms retrospectively.

7.3 Where practicable, the College will endeavour to provide parents with notice of the following school year's Tuition Fee Schedule by no later than the conclusion of term 3 in the preceding school year. This will provide parents with the opportunity to consider whether they accept the following school year's Tuition Fee Schedule or, if not, provide notice of withdrawal prior to the commencement of Term 4 in accordance with clause 8.

7.4 Unless otherwise agreed in writing with the Principal, each parent agrees:

(a) to be jointly and severally liable for the payment of any Fees imposed by the College during the child's enrolment;

Note - Each parent must agree to be jointly and severally liable, unless the College accepts a Change of Financial Responsibility Form (a copy of which is available from the Business Office). The College may request evidence from a parent in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability.

(b) to pay all Fees imposed by the College by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the child's enrolment; and

(c) that Fees are not ordinarily refundable. However, the Principal may, in their sole discretion, consider, grant or deny a request for a refund by a parent.

7.5 The College's Tuition Fee Schedule (for both domestic and international students) is not an exhaustive list of fees, charges and levies that apply during the child's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. Co-curricular Activities, boarding), or for goods which the child or the child's parents purchase via the College (e.g. textbooks), and written details of these will be communicated to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.

7.6 The College operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments if it is to deliver a quality education for students. In the event that any School Fees (or any other fees, charges and levies) imposed by the College are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment then the College may in its absolute discretion:

(a) refuse the student and any sibling's participation in Co-curricular Activities;

(b) withhold student reports and other information or documents;

(c) suspend and/or terminate the enrolment of the child and any sibling(s); and/or

(d) commence debt recovery action.

7.7 School Fees continue to apply to all enrolled students without reduction or offset during any period in which the child is enrolled, including without limitation:

(a) any period in which the child is absent from the College;

(b) any period of remote learning; and

(c) any period where a reduced program is agreed.

7.8 Each parent agrees to jointly and severally indemnify the College for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by the College.

7.9 The College offers payment of fees by BPAY, direct debit, cheque, or credit card.

7.10 The College levies a $150 late payment fee for fees owing at 30 days and a further $150 if still owing at 60 days. Once the debt to the College is 90 days old, a debtor must be in regular communication with the Director of Business and enter into an agreement with acceptable repayment terms.

7.11 The College may in its sole and absolute discretion charge (and each parent agrees to jointly and severally pay) interest at the rate of 10% on any amount of School Fees (or any other fees, charges and levies imposed by the College pursuant to these Terms and Conditions of Enrolment) that remain unpaid for 28 days after they fall due for payment.

8 Withdrawal or Termination of Enrolment

8.1 Parents acknowledge that due to the ongoing nature of a child's enrolment, the College commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections. Accordingly, the College requires reasonable notice of a student's withdrawal from the College, having regard to the administrative, financial, industrial and practical cost and inconvenience that the College needs to manage when a student is withdrawn (even in circumstances where the College operates a student waiting list). In this regard whilst it is generally difficult for the College to fill a vacant place of enrolment at short notice, this difficulty increases the closer a student is withdrawn to the commencement of a new school year.

8.2 In the event that a child's enrolment is withdrawn prior to commencement, the first school term's fees payable in advance will not be refundable.

8.3 To withdraw a child's enrolment (whether on a permanent or temporary basis), the child's parents must give at least one full and complete school term's written notice to the Principal and the Registrar. This means that the Principal and Registrar must receive notice in writing from both of the child's parents (unless one parent has legal decision-making capability for the child) by no later than:

(a) where the child has not commenced enrolment: on the first day of the school term immediately prior to the term where the enrolment was scheduled to commence;

(b) where the child will leave the College on the last day of a school term: the first day of that term;

(c) where the child will leave the College prior to the commencement of, or during a term: the first day of the previous school term.

8.4 A child's parents may give one full and complete school term's notice in writing to the Principal and the Registrar that a child's enrolment is being withdrawn (in lieu of a full school term's notice ordinarily required under clause 8.3) where:

(a) such notice is given at the commencement of Term 4, on the first day, or before, and

(b) notice of the subsequent school year's Tuition Fee Schedule has been provided later than the timeframe contemplated in clause 7.3; and

(c) the subsequent school year's Tuition Fee Schedule will result in tuition fees for the relevant year of the child's enrolment increasing by more than 20% when compared to the previous year's tuition fees.

8.5 **Approved absences** The notice requirement in clause 8.3 also applies in respect of a student's leave of absence from the College for periods of one school term or greater. If the leave of absence is approved by the College in its absolute discretion:

(a) This period will be subject to a non-refundable holding fee equivalent to 25% of the applicable School Fees for the duration of the approved absence, paid in advance, for up to a maximum period of three years. If the holding fee is not paid when it falls due, the College may terminate the student's enrolment with immediate effect.

(b) The student's enrolment will resume upon the conclusion of the approved leave of absence provided the requirements in clause 8.3 and paragraph 8.4(a) above are satisfied.

Note – This clause 8.5 does not intend to cover circumstances where a student is temporarily absent due to illness, or physically away from the College but has their school work supplied and/or assessed by College staff (for example, during periods of remote learning, suspension of education, or an extended family holiday). In such cases, full fees are to be paid during the time the student is absent.

8.6 The College expects that students enrolled in the Early Learning Centre (**ELC**) who have been offered and accepted a place in Prep will continue to Prep. Accordingly, ELC parents must also give at least one full term's written notice to the College if a child is not continuing to Prep the following year.

8.7 If notice is not given in accordance with this clause 8, the withdrawn child's parents each agree to jointly and severally pay to the College in lieu of such notice the full amount of School Fees (and any other fees, charges and levies) imposed by the College for the period up to the end of the first full school term following the period during which notice ought to have been given that the child would not be commencing enrolment, or would be ceasing enrolment, with the College.

Note – This means that if a student's enrolment is withdrawn without proper notice during the middle of a school term, the student's parents must pay both that term and the next term's School Fees (and any other fees, charges and levies) imposed by the College. This includes circumstances where a child's parents fail to give the required notice that the child will not be commencing Prep the following year.

8.8 The College may terminate the child's enrolment and the enrolment of any sibling (with or without notice) where, in the Principal's (or in relation to paragraph (a) below, the Director of Business's) reasonable opinion, any of the following apply:

(a) a parent fails to pay School Fees (or any other fees, charges and levies) imposed by the College by the due date, or in accordance with the payment terms, which apply during the child's enrolment;

(b) a parent otherwise breaches these Terms and Conditions of Enrolment;

(c) the child (or one of the child's parents, or a sibling enrolled at the College) has acted inconsistently with the College's expectations as set out in its codes of conduct, directions, handbooks, policies, procedures, rules or values, or has breached a reasonable direction of the College;

(d) the College is not satisfied it can meet the needs of the child including, for example, because the child is not benefitting from the curriculum, courses or programs provided by the College, or the child is not, in the College's reasonable opinion, school-ready;

(e) the College is not satisfied that there remains sufficient trust and confidence between the College and the child's family for an effective enrolment relationship; or

(f) as otherwise provided for in these Terms and Conditions of Enrolment.

8.9 All outstanding School Fees (and any other fees, charges and levies) imposed by the College, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the child's last day of enrolment.

8.10 In the event of suspension or termination of enrolment under these Terms and Conditions of Enrolment, there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by the College.

9 Change of Details

9.1 Each parent must immediately inform the College of any change in the child's or a parent's postal address, email address, telephone numbers, and/or family circumstances.

9.2 Parents must notify the College immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the College (or which the College may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).

9.3 Parents agree that the College will not be obliged to change the child's name in its internal database and learning management system unless one of the following apply:

(a) Both parents agree in writing (even where only one parent has signed the Terms and Conditions of Enrolment).

(b) The College is provided an Order of the Court which permits the child's name change.

(c) The College believes other special circumstances exist (for example, those relating to gender identity).

10 Communication, Instructions and Emergencies

10.1 Parents acknowledge that the College reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety and welfare, having regard to what the College considers, in its reasonable opinion, to be the best interests of the child.

10.2 Despite clause 10.1:

(a) Any notice given by the College to any one of the child's parents will be deemed to be given to all parents. Notice can be given by email, hand, prepaid post, in the school newsletter, on the school website, or via the child (e.g. a note in the student diary).

(b) Similarly, should the College require instruction, authority or direction on any issue concerning the child then the College may act upon the instruction, authority or direction of any one of the child's parents and having regard to what the College considers, in its reasonable opinion, to be the best interests of the child.

(c) The College is entitled to expect that a parent will communicate with the other parent about any communication under this clause 10.

10.3 In the event of any medical or other emergency arising in respect of the child then, should the College consider it impracticable to communicate with the child's parents, each parent authorises the College to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parent agrees to jointly and severally indemnify the College in respect of any reasonable costs and expenses which the College incurs as a result of the College taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

11 Information about a Child's Needs

11.1 The College is an inclusive school, and will comply with its statutory obligations regarding students with disabilities (including in relation to making reasonable adjustments).

11.2 Each parent must inform the College of all relevant needs the child has (or has had) and all information which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare of others) and provide to the College all reports, assessments and information in relation to those needs so as to allow the College to consider reasonable adjustments and supports for the child. A child's relevant needs may relate (amongst other things) to allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements, and needs of a medical, psychological, health or dietary nature.

11.3 Each parent agrees that they will keep the College informed regarding the child's health and wellbeing and any needs, and any changes to those needs, including providing medical reports where relevant.

11.4 Where a parent promptly informs the College of their child's relevant needs, or where a child's needs develop or change, then the College will meet with parents and the child to discuss making reasonable adjustments, taking into account all relevant circumstances and legal considerations.

(a) The College will make reasonable adjustments except where:

(1) that making those would impose unjustifiable hardship; and/or

(2) even with the making of reasonable adjustments, in the opinion of the College, the child would not be able to derive substantial benefit from the College program.

12 Discipline

12.1 The College's codes of conduct, directions, handbooks, policies, procedures, rules and values apply to conduct of a student both inside and outside the College, and whether or not the conduct is connected to school activities.

12.2 The College is responsible for determining when conduct of a student warrants discipline and may apply such discipline (including suspension and expulsion of a child's education or enrolment) as the College, in its absolute discretion, considers appropriate having regard to the student's conduct and the College's codes of conduct, directions, handbooks, policies, procedures, rules and values.

12.3 The College seeks to maintain an environment that is safe for all students and in which learning can take place. Parents agree that the Principal or their nominee may search a student's bag, locker, desk or other possessions to investigate a student discipline matter, where the College (acting reasonably) considers there are reasonable grounds to do so.

12.4 The College also reserves the right to suspend a student's education and/or enrolment whilst investigating a potential breach of the College's codes of conduct, directions, handbooks, policies, procedures, rules or values.

12.5 Parents and students are expected to respect any decisions made by the College in relation to this clause 12.

13 Loss of Property and Insurance

13.1 Students must care for the property of others including the College's buildings, furniture and equipment. Each parent agrees to be financially responsible (and jointly and severally indemnify the College) for any property damage caused by their child at the College or while participating in school-related activities.

13.2 It is impossible for the College to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the College or to school-related activities is at the sole risk of the child and their parents. The College accepts no liability for loss or damage to personal property of the child, however that may occur, and the College has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.

13.3 The College does not generally insure the personal property of students and their parents, and may have limited personal accident insurance involved in official College activities. It is the responsibility of each child's parents to arrange such personal accident or property insurance as they consider appropriate.

14 GST

14.1 School Fees (and any other fees, charges and levies) imposed by the College are quoted as exclusive of GST unless otherwise specifically stated.

15 Personal Information

15.1 The College handles personal information in accordance with its privacy policy, as published and amended by the College from time to time. Each parent agrees that they have read and understood the privacy policy. The College's *Privacy Policy* is available on the College's website.

15.2 Each parent acknowledges that:

(a) the College often photographs, videos, films, records and livestreams students (collectively referred to as '**images**') as part of everyday school-related activities and events. This is done in relation to a variety of educational and cocurricular programs such as school photos, classroom activities, sport, camps, performances and more. Images are recorded for a variety of reasons and may be used across a range of print and digital mediums;

(b) unless the College is advised otherwise in writing, each parent authorises the College to photograph or record their child (and the parent when attending school-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (e.g. drama and music), magazines and newsletters, official posts on the College website or social media pages, and any websites on which a school event is broadcast or live streamed); and

(c) consent can be withdrawn in accordance with the College's consent process as set out in the College's *Privacy Policy*.

Please note that even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded school-related activity or event).

Withdrawal of consent may also impact the student's participation in certain activities or events.

15.3 The College may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment process, and parents understand:

(a) this may involve the College making enquiries and obtaining information from third parties such as credit providers, medical practitioners, government departments, and financiers;

(b) the College may use any information obtained as deemed necessary; and

(c) the College may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including with regard to the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (if applicable).

16 Circumstances Outside the College's Control

16.1 Where a school campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, the College may require the child to attend an alternative campus or facility, or participate in online learning. The inability of the College to provide the child with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of the College.

16.2 The College is otherwise not liable to parents for any failure to perform an obligation under these Terms and Conditions of Enrolment, provided that the College has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:

(a) is beyond the reasonable control of the College; and

(b) makes performance of that obligation impossible (e.g. act of god, pandemic, natural disaster, or act of terrorism).

17 General

17.1 Please note that while compliance by the child and their parents with these Terms and Conditions of Enrolment is required, the College's codes of conduct, directions, handbooks, policies, procedures, rules and values do not form part of these Terms and Conditions of Enrolment.

17.2 If a provision in these Terms and Conditions of Enrolment is held to be illegal, invalid, void, voidable or unenforceable:

(a) that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

(b) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions of Enrolment.

17.3 These Terms and Conditions of Enrolment will be governed by the laws in force in the State of Victoria.

17.4 A child's parents agree that:

(a) the College will not be liable to any of the parents for any personal illness or injury, or indirect or consequential loss (including, but not limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a parent arising out of a breach by the College of these Terms and Conditions of Enrolment;

(b) a parent will not be entitled to set off against or deduct from the School Fees (or any other fees, charges and levies) imposed by the College, any amount owed or claimed to be owed to that parent by the College; and

(c) a parent will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by the College, because part of that amount is disputed by the parent.

17.5 To the extent permitted by law, parents hereby release and forever discharge the College (and its principals, agents, employees, trainers, contractors, labour hire workers, secondees and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and expenses of whatsoever kind which may arise out of or incidental to a child's personal illness or injury sustained during the course of the child's education or enrolment, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the parents.

17.6 Nothing in these Terms and Conditions of Enrolment 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.