

# Enrolment Agreement



TOORAK COLLEGE  
Mount Eliza

## Enrolment Agreement

between

**Toorak College** (“the School”)

ABN 19 004 135 246

of Old Mornington Road, Mount Eliza, Victoria, Australia, 3930

and

Parent/Guardian Details (“**the Parents/Guardians**”)

### Parent/Guardian 1

Surname:	Title:	
Given names:	Relation to Applicant:	
Address:		
	Postcode:	
Date of Birth:	Driver License No:	
Primary Occupation:	Employer:	
Employer Address:		
Email:		
Telephone - Home:	Work:	Mobile:

### Parent/Guardian 2

Surname:	Title:	
Given names:	Relation to Applicant:	
Address:		
	Postcode:	
Date of Birth:	Driver License No:	
Primary Occupation:	Employer:	
Employer Address:		
Email:		
Telephone - Home:	Work:	Mobile:

Applicant resides with:  Both  Parent/Guardian 1  Parent/Guardian 2

## Privacy Statement

Information collected is to satisfy the School’s legal obligations especially with regard to its duty of care and to enable the School to provide the education for your child. It is used for general purposes as intended concerning the enrolment of your child and for development and fundraising within the School community. It will be used only for the purposes for which it has been provided. By submitting this information you have consented to its use under the information management processes and policies at Toorak College, as outlined on the Toorak college website.

## Conditions of Enrolment

Concerning the enrolment of: \_\_\_\_\_ (“the Student”)

I/We agree to the following terms and conditions in respect to the enrolment of our child and our child's attendance at the School:

### Enrolment:

1. The enrolment of my/our child is for the year in which they are enrolled and subsequent years.
2. The School reserves the right without prior notice to make changes as it deems appropriate in its course offerings, curricular, co-curricular offerings, teaching policies and other rules affecting its students.

### Student responsibilities:

3. To support the Principal in disciplinary actions undertaken by the School which are deemed as appropriate strategies to modify and deal with student behaviour.
4. The discipline methods used by the School against students will be determined by the Principal and may include:
  - a. Withdrawal of privileges
  - b. Detention at lunchtime or after normal School hours
  - c. Suspension
  - d. Expulsion
5. If the Principal believes that a mutually beneficial relationship of trust and cooperation between a parent/guardian and the School has broken down to the extent that it adversely impacts on that relationship with the Principal, the Principal may require the parent to remove their child or children from the School.

### Parent responsibilities:

6. To behave in such a manner that the image of the School is not negatively affected or brought into disrepute and to treat and deal with the School's employees, representatives, parents and students with respect and consideration.
7. Each parent/guardian signing this agreement acknowledges his/her obligation to immediately notify the School in the event of any changes to his/her business address, residential address and/or contact telephone numbers.

### Medical treatment:

8. To advise the School in writing of my/our child's medical history and medical needs including any significant allergy, illness or disability suffered or developed and to immediately notify the School of any infectious or contagious disease contracted while enrolled at the School.
9. The School is authorised to obtain or provide such emergency medical treatment for my/our child should such action be deemed necessary by the School or a staff member.
10. To advise the School when making application for enrolment of any disability including specific learning or behavioural needs that my/our child may have and of which the School should be aware and which may require adjustments to be made by the School to meet their special needs in relation to education.

### Fees:

11. Fees are subject to change at the discretion of the School and there will be no dispute, claim or demand in respect of the same.

12. To be jointly and severally liable for the payment of all accounts rendered by the School in respect of our child's tuition and other expenses irrespective of the person or persons to whom the account may be addressed or handed, or by whom accounts are or have been paid and to comply with the Terms of Business.
13. In the event of default in payment of any monies due pursuant to the Terms of Business, I/we will be required to make payment of all legal costs and expenses incurred by the School in relation to such default, including all fees and expenses associated with the registration and withdrawal of any caveat, and I/we shall indemnify the School against all such fees on a full indemnity basis.
14. In the event of default in payment of any monies due pursuant to the Terms of Business, I/we acknowledge that by signing the Agreement I/we charge in favour of the School all of my/our right to title, and interest in and to any Real Estate property in Australia in respect of which I/we hold either a legal or equitable interest with payment of such fees and other monies.
15. Any parent or guardian must give one term's notice that he or she is to be no longer bound by this agreement. Such notice can only be given in writing and must be addressed to the Principal. Such parent or guardian will remain liable for all of the fees incurred in relation to the Student for one term after the Principal receives the Notice.

### Student withdrawal:

16. Where my/our child leaves the School to give one full term's notice in writing to the Principal, such notice to be given prior to the commencement of the next School term. Where one full School term's notice is not given, a percentage of the annual tuition fee (and of the annual Boarding fee if applicable), is payable in lieu of the required notice in line with the Terms of Business in effect at time of withdrawal.
17. The School reserves the right to require my/our child to be withdrawn from the School and enrolment cancelled if their behaviour or attitude to work or the School is considered unsatisfactory or I/we default in payment on any monies due.

### Policies and procedures:

18. To comply with and uphold the School's policies, rules and procedures (as introduced or amended from time to time)
19. To assist the School to enforce its standards of dress, appearance and behaviour for students.
20. As a condition of enrolment, the student agrees to abide by all School policies.

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### Definitions

"Co-Curricular" means any subject not included in the prescribed curriculum.

"Fees" means any amount charged to the Parents/Guardians by the school and without limiting such meaning includes endowment fees, enrolment fees, tuition fees, boarding fees, camp and excursion fees, administration fees or fees in lieu of notice.

"Parents/Guardians" means those named within this Agreement who are responsible for payment of Fees and who by signing this Agreement acknowledge that they are responsible for paying the fees.

"Term" means one of the designated periods of the school year. The precise dates of each term will be provided by the School upon request. Whenever in this Agreement there is a reference to the requirements of one term's notice, such expression means written notice must be received by the Principal at least one term prior to that notice taking effect. Eg: Notice to take effect from the beginning of Term 1 the following year must be given no later than the end of Term 3 of the previous year. Corresponding period of notice must be given for any other term.

"Terms of Business" means the document headed Terms of Business and Schedule of Fees and charges applicable at the time of the relevant transaction and which is amended from time to time.

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## Enrolment Agreement Declaration

Concerning the enrolment of \_\_\_\_\_ (“the student”)

We acknowledge that the conditions of enrolment endorsed on this form together with the Terms of Business form part of a legally binding agreement between the Parents/Guardians and the School and we agree to be bound by those terms and conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Parent/Guardian 1: \_\_\_\_\_

Signature of Parent/Guardian 2: \_\_\_\_\_

Accepted this day on behalf of Toorak College Ltd

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Authorised Officer  
of Toorak College Limited: \_\_\_\_\_

This agreement is not effective until accepted by an Authorised Officer of Toorak College Limited and until payment of the Endowment Fee has been received by the School.

This is an important document and records some of your contractual obligations to the school if your child is accepted as a student. It is recommended that parents keep a copy of this completed document.

Toorak College

Old Mornington Road Mount Eliza, PO Box 150 Mount Eliza, Victoria 3930 Australia

Telephone 03 9788 7200 Facsimile 03 9787 5888 [www.toorakcollege.vic.edu.au](http://www.toorakcollege.vic.edu.au)

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