

## Terms of Enrolment

### Rationale

These Terms of Enrolment set out the terms and conditions under which students are enrolled at Bayview College. The completion and signing of the *Acceptance of Place Offer* signifies acceptance of, and agreement with, these Terms of Enrolment and the payment of fees and charges, and to any other conditions or rules (including those outlined in the Letter of Offer and Enrolment Policy) which may be implemented by the College Board or its appointed representative, to ensure the orderly conduct of the College. The College reserves the right to change these Terms of Enrolment, and fees and charges from time to time, upon giving parents / guardians notice of such variation. The commencement or continued enrolment of their son/daughter at Bayview will signify acceptance by parents / guardians of the variation. The enrolment of a student at Bayview will continue until either the student graduates from Year 12, or the enrolment is cancelled in accordance with these Terms of Enrolment.

This agreement binds parents / guardians 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 shall continue regardless of any changes to the relationship between the parents / guardians, or any court order as between the parents / guardians, or any child support or other arrangements between the parents / guardians. This agreement is entered into in good faith by all parties.

### Application for Enrolment

1. An application for enrolment does not guarantee a place at the College. An offer of a confirmed place will be made at the discretion of the Principal, in accordance with the College's Enrolment Policy.
2. Each applicant's name will be processed on payment of the Application for Enrolment fee of \$50.00 (GST incl) per student. Such placement of name does not constitute enrolment and this fee is non-refundable.
3. Before acceptance, all applicants will be invited to attend an interview with the Principal or delegate to ensure that, so far as possible, students attending the College are likely to benefit from the courses provided.
4. An Establishment Fee of \$250.00 is payable upon acceptance of enrolment. This Establishment Fee will be held as a refundable deposit and will be deducted from the first invoice.
5. The Parents must disclose to the School all medical and education information relating to the Student, and any other information relating to the Student's needs at School, in a complete, accurate and current form at the time of enrolment and throughout the enrolment. If the Parents fail to declare any such information the School may terminate the Student's enrolment with immediate effect.
6. In circumstances of separated parents, the College requires copies of Court Orders if applicable and parents are expected to abide by the guidelines for 'Communication with Separated Parents'.

## Fees and Accounts

1. All fees and charges are reviewed annually by the College Board and are published on the College's website.
2. Each Parent is jointly and severally liable for payment of school fees.
3. The College reserves the right to refuse a student permission to register and / or participate in any College organised non - curriculum activities (including overseas tours and exchanges) that require an additional payment to the College or a third party, while any amount remains due and owing to the College by a party responsible for payment of any fees.
4. One full term's notice is required in writing as notice of withdrawal of current enrolment. A full term's fees will be charged if one term's notice is not given.
5. In the event that any outstanding account is referred to an external debt collection agency it is agreed by the parents / guardians that they will reimburse the College for any costs or expenses incurred, including legal costs on an indemnity basis.

## Ethos and Expectations

1. In enrolling their son/daughter, families will support the Christian ethos of the College. The College has a Christian foundation but welcomes students of all faiths. Students are required to participate in the religious life of the College. Participation in the Faith and Values program is compulsory, as is attendance at Church services and other celebrations such as Presentation Night.
2. Parents will cooperate with the College in matters of College management and discipline and acknowledge that this cooperation is important for the well-being and progress of their child.
3. A condition of enrolment to the College is that parents / guardians agree to abide by these *Terms of Enrolment*, the *Parent Code of Conduct* and be supportive of the implementation of the *Student Code of Conduct*.
4. A student's behaviour is always required to be lawful, safe for all concerned, considerate of others and a good reflection on themselves, family and the College. Any significant breach of the expected behaviours may result in disciplinary action, which may include withdrawal of enrolment.
5. Camps and excursions are an integral part of the College curriculum and attendance is compulsory.
6. Wearing of the College uniform correctly is compulsory, and parents agree to support rules in the matter of jewellery, hair and make-up.
7. The Principal has the right to dismiss, or to suspend, any student from the College on the grounds of wilful misconduct or unacceptable behaviour, or failure to obey the rules of the College as outlined in the *Student Code of Conduct* or any reasonable instruction by a member of staff. If the student:
  - a. seriously or repeatedly breaches the School Rules and Policies, or fails to follow staff directions;
  - b. does anything that may bring the School into disrepute; or
  - c. is absent repeatedly, or for an extended period, without School authorisation, the School may suspend or expel the Student from the School.

School fees remain due and the School will not refund any School fees already paid.

8. Each Parent must:
  - a. ensure that the Student has all items necessary to attend School and participate in school activities;

- b. attend parent-teacher interviews as requested;
  - c. comply with all relevant School Rules and Policies and with the directions of School staff; and
  - d. behave in accordance with the School's values and not do anything that may bring the School into disrepute.
9. If in the School's opinion its relationship with either or both Parents /Guardians is at any time not one of trust and cooperation, the School may terminate the Student's enrolment.
  10. If a Parent breaches any of these Terms of Enrolment, the School may terminate the Student's enrolment.
  11. Parents have read, understand, and acknowledge our College Student Information Collection Notice

## Educational Services

1. Bayview College provides a Christian secondary education for students in Years 7 – 12 (normally aged between 11 and 18 years of age) in line ACARA and VCAA curriculum requirements.
2. In addition to the academic program students will engage in pastoral care, camps, sports and outdoor education programs. They will have access to extra-curricula opportunities and programs provided by third parties that are aligned with the College's Educational Strategic Plan and College Values.
3. The College reserves the right to review and renew all aspects of the Educational services provided within the requirements legislative compliance.

## Miscellaneous

1. The School may at any time commence, vary or discontinue any academic or other program without notice to the Parents.
2. The School may use any personal information it collects under these Terms of Enrolment in accordance with the School's privacy policy.
3. The School may confiscate, examine, or conduct searches of the Student's belongings and locker, and may undertake any surveillance or monitoring it considers appropriate.
4. The Parents and Student must not publish or cause to be published any images of or information relating to the School, or any images of or information relating to any person connected with the School, or any of the School's intellectual property without the School's prior written approval.

## Standard Collection Notice

1. The College collects personal information, including sensitive information about students and parents or guardians and family members before and during a student's enrolment at the College. This may be in writing or during conversations. The primary purpose of collecting this information is to enable the College to meet its educational, administrative and duty of care responsibilities to the student to enable them to take part in all the activities of the College.
2. Some of the information the College collects is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.
3. Laws governing or relating to the operation of a College require certain information to be collected and disclosed. These include relevant Education Acts and Public Health and Child Protection laws.
4. The College may request medical reports and health information about students from time to time to discharge its legal duty of care to the student and to other students and staff. This includes a student's asthma and anaphylaxis action plans, as well as any other health

or medical information which is reasonably likely to impact on the College's ability to provide educational, first aid and related services.

5. A student's health and medical information will be disseminated and used within the College to best meet the College's duty of care responsibilities. This may include the use of photographs with health action plans to facilitate the identification of students who may be at heightened risk. Health information about students is sensitive information within the terms of the Australian Privacy Principles (APPs) under the Privacy Act 1988.
6. The College may disclose personal and sensitive information for administrative, educational and support purposes (or may permit the information to be directly collected by third parties). This may include to:
  - i. government departments;
  - ii. third party service providers that provide online educational and assessment support services or applications (apps), which may include email and instant messaging;
  - iii. another College to facilitate the transfer of a student;
  - iv. medical practitioners, and people providing educational support and health services to the College, including specialist visiting teachers, volunteers, counsellors and providers of learning and assessment tools;
  - v. assessment and educational authorities, including the Australian Curriculum, Assessment and Reporting Authority;
  - vi. people providing administrative and financial services to the College;
  - vii. anyone you authorise the College to disclose information to; and
  - viii. anyone to whom the College is required or authorised to disclose the information to by law, including under child protection laws.
7. If this information is not provided to us, the College may view this as an unacceptable risk and may not proceed with the enrolment as the College will not be able to fully discharge its duty of care to its students and staff.
8. The College will engage in fundraising activities from time to time. Information received from you may be used for these purposes. It may also be disclosed to the College's Parent & Friends Association who assist in the fundraising activities of the College. We will not disclose your personal information to third parties for their own marketing purposes without your consent.
9. The College may also use cloud computing service providers to store personal information (which may include sensitive information) on their servers in the 'cloud'. These servers may be located in, or outside Australia. This may mean that personal information may be stored or processed outside Australia. The College's Privacy Policy contains further information about its use of cloud and other third-party service providers and any of their overseas locations.
10. The College's Privacy Policy is accessible via the College website or from the College office. The policy sets out how parents, guardians or students may seek access to, and correction of their personal information which the College has collected and holds. However, access may be refused in certain circumstances such as where access would have an unreasonable impact on the privacy of others or may result in a breach of the College's duty of care to the student, or where students have provided information in confidence. Any refusal will be notified in writing with reasons if appropriate.
11. The College's Privacy Policy also sets out how parents, guardians, students and their family can make a complaint about a breach of the APPs and how the complaint will be handled.
12. The College reproduces images of students in newsletters, the yearbook (Retro), marketing material, local newspapers, on its website, its social media and through educational third parties such as Independent Schools Victoria. These help promote activities and achievements to the school and wider community. As part of your enrolment you have the option to agree to allow Bayview College, or to opt out, to reproduce images that may

include your child for these purposes. Should you wish to have your child excluded from appearing on external publications.

13. If you provide the College with the personal information of others, such as other family members, doctors or emergency contacts, we encourage you to inform them that you are disclosing that information to the College and why, that they can request access to and correction of that information if they wish and to also refer them to the College's Privacy Policy for further details about such requests and how the College otherwise handles personal information it collects and complaints it receives.