



In this document:

- *Terms of Business* means these terms as amended from time to time by the College Council;
- *Enrolment Agreement* means the agreement comprised of the Admissions Policy and these Terms of Business;
- *the College Council* means the St Leonard's College Council;
- *the College* means St Leonard's College ABN 52 006 106 556;
- *parents* means the parent/s or guardian/s of a student or proposed student (as the case may be);
- *fees* means tuition fees and other charges invoiced by the College, unless otherwise stated but does not mean fees for co-curriculum activities¹
- *student* means a child that has been admitted and enrolled as a student of the College;
- *proposed student* means a child that is the subject of an application to become a student of the College;
- *Sibling* means each of two or more children having one or both parents in common;
- *disability*, in relation to a student or proposed student means:
 - a) total or partial loss of the student's bodily or mental functions; or
 - b) total or partial loss of a part of the body; or
 - c) the presence in the body of organisms causing disease or illness; or
 - d) the presence in the body of organisms capable of causing disease or illness; or
 - e) the malfunction, malformation or disfigurement of a part of the student's body; or
 - f) a disorder or malfunction that results in the student learning differently from a student without the disorder or malfunction; or
 - g) a disorder, illness or disease that affects a student's thought processes, perception of reality, emotions or judgement or that results in



St Leonard's College

4. The College provides educational services that are within the scope of the College's registration, being:
 - Preparatory – Year ten under the Victorian Foundation-10 priorities and standards (or equivalent if superseded) (P – 10).
 - Senior secondary courses which are normally provided in Years 11 – 12, including the Victorian Certificate of Education (VCE) or the International Baccalaureate Diploma Programme (IBDP).
 - The College also operates an Early Learning Centre service.
5. The College's course offerings, including co-curricular activities and programs, will be determined by the College at its sole discretion and may be varied or withdrawn at any time without prior notice. This may include making changes to the curriculum, co-curricular offerings, teaching methods and processes and other services affecting its students. The College's offering and delivery may be subject to government directives in place at the time.
6. Priority for admission into the College is given on the following basis:
 - to children of permanent staff members;
 - to siblings of current students;
 - to children of Old Collegians;
 - by date of application thereafter.
 - subject to Clause 1 above, by date of application thereafter.

For the Early Learning Centre, Applications for Enrolment are ordered based on period of time between the Application for Enrolment being received by the College and the date of the proposed student's birth, subject to Clause 1 above and by date of application thereafter.

7. *An Application for Enrolment* is a prerequisite to be considered for entry, but does not provide a guarantee of a proposed student's admission as a student.
8. The College is listed on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) and welcomes applications from international students studying on subclass 500 visas.
9. A small number of places are kept for award at the Principal's discretion including for those seeking entrance through the College's Scholarship Programs.
10. Prior to admission (as far ahead as practicable and where the possibility of places arise) the College may arrange interviews with parents and proposed students. At this interview, or subsequent to it, proposed students may be required to undertake a test to identify strengths and possible areas where extra assistance may be required and to assist in appropriate placement and to enable reasonable adjustments, as provided for in these Terms of Business to be provided for where relevant. The scheduling of, or occurrence of an interview and/or test does not guarantee enrolment and is not an Offer of Admission of a proposed student as a student of the College. An Offer of Admission as a student will be made by way of written offer only.
11. The College is committed to the learning and support of all students and provides a level of support in addition to the



12. A formal Offer of Admission into the College is conditional upon the College receiving by the date specified in the Offer:

- a completed and signed *Acceptance of Enrolment Offer* form; and
- a completed and signed agreement to be bound by the *College Terms of Business*; and
- *Parent Information Form*; and
- *Student Images Parental Consent Form*; and
- payment of the non-refundable admission fee specified in the *Acceptance of Enrolment Offer* form.
- For the Early Learning Centre (in addition to the above), payment of a tuition deposit for Prep that is not transferrable to another student, refundable or able to be deferred to a future year level except where the College is unable or unwilling to provide the student with enrolment in Prep. This deposit is deducted from the first account after the student has commenced in Prep and is applicable for enrolments commencing prior to the 2026 school year.
- Payment of an Enrolment Bond for all year levels of entry is also required to confirm enrolment at the College from 2026 onward. Payment of the Enrolment Bond is specified in the *Acceptance of Offer* and is not transferrable to another student or able to be deferred to a future year or year level. The Enrolment Bond will be deducted from the first account after the student has completed a minimum of four terms of enrolment at the College at Prep level or above. From 1st enrolment at

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St Leonard's College

- the effect of the proposed adjustment on anyone else affected, including the education provider, staff and other students; and
- the costs and benefits of making the adjustment.

17. The Principal may require the parents to provide medical, psychological or other reports from external specialists, and/or require an independent assessment of the student or proposed student to enable the Principal to determine what adjustments are necessary and whether they are reasonable (having regard to the criteria above for determining reasonable adjustments).

18. If reasonable adjustments are necessary to enable an existing or a proposed student to enrol in or participate at the College, the College will make those adjustments to the extent that they do not involve unjustifiable hardship.

In determining whether an unjustifiable hardship would be imposed on the College, the Principal will take into account the relevant circumstances of the case including the nature of the benefit or detriment likely to accrue or be suffered by any persons concerned (such as other students, staff, the College community, the student and the family of the student). This includes (without limitation):

- costs resulting from the student or proposed student's participation in the learning environment, including any adverse impact on learning and social outcomes for the student or proposed student, other students and teachers; and
- benefits deriving from the student or proposed student's participation in the learning environment, including positive learning and social outcomes for the student or proposed student, other students and teachers; and
- the effect of the disability on the student or proposed student; and
- the College's financial circumstances and the estimated amount of expenditure required to be made by the College community - including costs associated with additional staffing and the provision of special resources or modification of the curriculum; and
- the impact of the adjustments on the College's capacity to provide education of high quality to all students while remaining financially viable; and
- the availability of financial and other assistance to the College (such as financial incentives, subsidies or grants available to the College as a result of the student or proposed student's participation); and
- the nature of the student or proposed student's disability, the student or proposed student's preferred adjustment, any adjustments that have been provided previously and any recommended or alternative adjustments.

19. The Principal will discuss with the student or proposed student and the student or proposed student's family the



St Leonard's College

28. All signatories to the Acceptance of Offer of Enrolment form are jointly and severally liable for fees payable as a result of enrolling a child at the College. This arrangement continues and may be changed only where required by law and with the agreement of the College.
29. Fee accounts are invoiced to both parents unless one parent provides notification in writing that they will take sole responsibility for payment, or evidence that fees are subject to a court order. Written notification altering responsibility for payment does not alter the joint and several liability of a parent for the fees where they have signed the *Acceptance of Offer of Enrolment* form.
30. A proportion of funds raised or fee income collected (but not Commonwealth or Victorian funding) may be applied to the conduct of the College's Early Learning Centre (ELC)



35. Parents are liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by the College for enforcement of obligations and recovery of monies due from the parents to the College.

36. The College may on 30 days written notice to the parents of a student discontinue the student's enrolment or cancel the new contract by the student (including the student's enrolment or cancellation) if the student fails to pay the amount due to the College within the specified period.

37. The College may, at its discretion, require a student to provide a guarantor to ensure the student's obligations to the College are met.



St Leonard's College

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46. All students and, where applicable, the parents are required to abide by the College policies and procedures (as



55. Parents unconditionally release the College from any and all claims arising from the theft or damage of the parents' or their child's personal property, howsoever caused.
56. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
 - (a) in defending a claim by the parents and/or their child arising from the theft of or damage of the parents' or their child's personal property; and
 - (b) relating to claims that the parents' child has caused the loss or damage of property belonging to the College or a third party.

Accident and Personal Injury

57. The College takes all appropriate care to provide a safe environment for all students, however accidents do occur. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from accident or personal injury howsoever caused.
58. In the event of an accident or medical emergency when it is impractical to communicate with the parent or nominated contact person, the parent authorises the Principal to authorise medical, surgical or other treatment as the College considers necessary in the best interests of the student. The parent will indemnify the College for costs arising from any such emergency or urgent medical treatment.
59. To the extent permitted by law and subject to clause 43, parents unconditionally release the College, and any employees, directors or officers of the College, from any and all claims arising from accident or personal injury, howsoever caused (including accident or personal injury arising from any negligent act or omission of the College, its employees, directors or officers).
60. Where the College holds accident insurance for accidental injury or illness of students (who are injured or become ill as a direct result of their involvement in activities organised and supervised by the College, or associated with their enrolment at the College), parents may make a claim on that insurance policy on the terms set out in the Accident Insurance Cover Claim Form. The College makes no representation or warranty as to its liability to parents or students for any direct or indirect loss, cost or expense suffered or incurred by a student and arising from accident or personal injury howsoever caused, or that any cover held by the College will cover such loss, cost or expense.
61. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
 - (a) in defending a claim by the parents and/or their child arising from accident or personal injury; and
 - (b) relating to claims that the parents' child has caused or contributed to an accident or personal injury, howsoever caused.



St Leonard's College

Liability

62. The College is aware that bullying is an issue that may arise. The College has strict policies and rules on bullying, and parents should ensure that any allegations regarding bullying are notified to the College without delay. The College excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from the bullying or alleged bullying of a student.
63. Parents unconditionally release the College from any and all claims arising from the bullying or alleged bullying of the parents' child.
64. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College:
 - (a) in defending a claim by the parents and/or their child arising from bullying or alleged bullying of a student; and
 - (a) relating to claims that the parents' child has bullied another student.

Curriculum, Assessment and Reporting

65. The College aims to provide a holistic education at the highest possible level and full details of its curriculum are readily available. As such the College makes no representation or promise regarding any particular academic



72. The College collects personal information, including sensitive information about students and parents before and during the course of enrolment at the College. The primary purpose for collecting this information is to enable the College to provide the most appropriate schooling for a student.
73. Information is also collected to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care. For example, information is required from parents of students up to and including year 6 to complete and sign the registration form for out of hours care, even if parents do not intend to regularly use out of hours care. This authorises the College to have students cared for by qualified staff in its out of hours care program in case of emergencies.
74. Laws governing or relating to the operation of schools require that certain information is collected. These include



St Leonard's College

81. From time to time the College engages in fundraising activities. Information received from parents may be used to make an appeal to them. Personal information will not be disclosed to third parties for their own marketing purposes without parental consent. **Final** **1** **0** **1** **1** **1**

