



Billanook College

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Terms and Conditions for Local Students 2017

This document sets out the terms and conditions under which students are enrolled at Billanook College. The information is current at the time of publication, but the College retains the right to amend these terms and conditions at any time. A place in the College is subject to agreement by parents/guardians and students to abide by the College's policies. Such policies are designed to enhance and assist in the delivery of educational programs.

In this document:

- *The Board* means the Billanook College Board
- *Billanook* refers to Billanook College Ltd
- *College* means Billanook College ABN 37 005 705 555
- *Parents* means the parent/s or guardian/s of the student/s being enrolled
- *Fees* means tuition fees, composite fees and other charges invoiced by the College
- *My Connect* means the Billanook College's intranet site

ENROLMENT

To enrol your child at Billanook College:

- complete and return the College's official Application for Enrolment form signed by both parents or guardian/s. If signatures of all parents/guardians are not included please indicate the circumstances.
- provide a copy of your child's Birth Certificate; and
- pay a \$100 Family Application Fee (this fee is neither refundable nor transferable.)

An application is a pre-requisite to, but not a guarantee of, admission. Billanook College reserves the right to:

- offer a place to any applicant irrespective of the date of the application; or
- refuse any application for enrolment without providing a reason.

ENROLMENT INTERVIEW

Prior to an application being considered, you and your child will be invited to attend an interview with the relevant Head of School or the Principal. This interview provides Billanook College with an opportunity to learn about your child and his/her needs so that Billanook can ensure that an appropriate course of study is available.

You will be contacted prior to the interview and asked to supply up to date information about your child, including recent reports/assessments, NAPLAN results and other documentation of relevance, e.g. Court Orders etc.

ACCEPTANCE OF ENROLMENT

Following a Letter of Offer from the Principal, you should:

- return the Acceptance of Enrolment form (signed by both parents or guardians); and
- pay the Acceptance of Enrolment Fee of \$500 by the nominated date.

If payment is not received by the nominated date, the offer may be withdrawn. The Acceptance of Enrolment Fee is part payment of the first Fee instalment. Should you subsequently cancel the enrolment prior to commencement, this payment is not refundable. If the enrolment is deferred, the \$500 is transferable to a later entry.

TERMS & CONDITIONS OF ENROLMENT

Important information you need to tell us:

This agreement is entered into in the utmost good faith. You must:

- before or at the time of Enrolment Interview, advise Billanook College of any matters relating to the learning, emotional or physical needs of your child; and
- advise Billanook College of any change to the above information and complete the annual update of family and student particulars at the beginning of each new year.

This information is important as it allows Billanook to assess the needs of your child. If you fail to provide this information Billanook College reserves the right to discontinue your child's enrolment, either:

- without notice if Billanook would not have accepted the enrolment if the information had been provided, or
- with reasonable notice (being not less than 14 days but not exceeding one term) in all other cases.

Billanook College policies apply to you and your child

Enrolment of a student is conditional upon students and parents/guardians at all times adhering to all relevant College policies and directions from the College. By applying for enrolment, students and parents/guardians accept these terms. These policies may be varied at times by the College and will be published on My Connect or provided upon request to the College.

If your child breaches a Billanook policy or fails to meet the required standards of good conduct or satisfactory performance, the Principal may, at his absolute discretion cancel the enrolment of a student:

- without notice in cases of a serious breach of a Billanook policy, serious misconduct or unsatisfactory performance, or
- upon the giving of reasonable notice (being not less than 14 days but not exceeding one term) in all other cases.

PAYMENT OF FEES AND CHARGES

You agree to pay by or before the due date, all of the fees and charges payable in connection with your child's enrolment at Billanook College. All signatories to the Acceptance of Enrolment form are jointly and severally liable for all fees and charges payable as a result of your child's continued enrolment at Billanook, even if payment is made by only one of the signatories or a third party. This joint and several liability continues even if there are any:

- changes to the relationship;
- court orders;
- child support arrangements; or
- other arrangements;

between or affecting the co-signatories.

If signatures of all parents/guardians are not included please indicate the circumstances.

FEES & CHARGES

Family Application Fee: \$100 is payable on Application for Enrolment per family. This fee is neither refundable nor transferable.

Acceptance of Enrolment Fee: \$500 is payable with an Acceptance of Enrolment. This is part payment of the first Fee instalment. If enrolment is deferred, the \$500 is transferable to a later entry. This fee is not refundable.

Please refer to our website for the 2017 fees. www.billanook.vic.edu.au School fees are set by the College Board each year. Tuition and Composite fees are billed in advance in October and payable in 10 equal instalments, commencing in November each year.

Tuition Fee: The Tuition Fee covers the comprehensive costs of providing educational services to students.

Composite Fee: The Composite Fee covers various items supplied at School, including but not limited to course materials, day excursions, camps, the College sport program, student accident insurance, as well as the provision of on-site Healthcare. It is a fixed fee charged in conjunction with the Tuition Fee. There is no refund of composite fee available for inability to attend camps, excursions etc.

No reduction in fees is available for absences of less than one full term. For absences of one full term or more, application for a reduction in fees should be made in writing to the Principal.

With regard to student participation in optional, user pays activities that are billed as additional to the Composite Fee (e.g. Overseas Tours, Conferences and Student Exchanges) parents should be aware that attendance is a privilege and not a right. Consideration will be given to a number of factors, including ongoing positive contribution to the life of the College, ability to act as a strong ambassador for the College and ability to work in a team and take direction. Parental maintenance of their fees account with the College will also be a factor for consideration when approving attendance. Please note there may be specific terms and conditions that apply to user pays activities. Refer to My Connect for more information.

DISCOUNTS

Family Discounts: Where two or more siblings from the one family attend Billanook College at the same time, the following discounts will apply to Tuition fees:

2 nd child:	2.5% of Tuition Fees only
3 rd child:	10% of Tuition Fees only
4 th and subsequent children:	50% of Tuition Fees only

Allowances for first child of past Billanook students: The first child of a past Billanook student who attended the Secondary College for more than three (3) years is entitled to a 5% discount of Tuition Fees, where no other fee assistance has been granted. This allowance is not available in the Early Learning Program.

Allowance for Uniting Church Clergy: All children of Uniting Church clergy currently holding a settlement are entitled to a 50% discount of Tuition Fees. This allowance is not available in Early Learning Program.

Pre-Paid Fees Discount: Tuition (and Composite Fee if desired) can be paid in full, in advance in November each year. Where the Tuition Fee is paid in full by this date a discount may apply to the Tuition Fee. In 2017 this discount is 5%. Please note, no discount is offered on the Composite Fee component. This discount is not available in the Early Learning Program.

Other conditions that apply to Discounts

Billanook reserves the right in future years to:

- change the terms and conditions of any discount (including changing the rate of the discount or the due date for payment to obtain the discount); or
- not to offer a discount

If your Billanook account is overdue by more than 28 days, the College may withdraw the discount for all of your children.

Families who have been granted other forms of fee assistance (such as bursaries or scholarships) are not entitled to Family Discounts, Past Billanook Students Allowance, and Uniting Church Clergy Allowance.

OTHER FEES AND CHARGES

Information and Communication Technology (ICT) Levy: A \$175 ICT levy is charged for all Years 5 to 11 students in October each year. This fee contributes to the maintenance of our existing infrastructure network and the supply of relevant hardware and software.

Music Fees: Music tuition and instrument hire is charged in two instalments, in April and September. Please refer to the Performing Arts Department for the current fee rate.

Bus Travel Fees: Full year bus fees are billed in two instalments – April and July. Refer to the separate Schedule of Charter Bus Fees, which is available from the Transport Co-ordinator.

Special Services: Charges in addition to the published fees may be incurred if your child requires additional integration aides or special services not fully met by government funding.

There may be other sundry charges billed throughout the year. These include, but are not limited to:

- Subject Levies
- Biology/Physics Camps
- Sport Electives
- Volleyball Fees
- VCE Outdoor & Environmental Studies
- Tennis Lessons
- VET Course Fees
- Combination Locks
- Overdue Library Book Charges

Building Fund: A request for a donation to the College Building Fund may accompany each fee instalment, or may be sent separately. This amount is voluntary and fully tax deductible.

PAYMENT OF FEES

Fees and charges must be paid by the due date and may be paid by:

- Credit card - parents may present their credit card details via telephone, in person, or by completing the payment slip on the back of the statement.
- Direct debit- payments can be processed using Visa, Mastercard, American Express or transaction accounts. 10 monthly payments commence in November and conclude in August. Please note that any payment by a parent that is dishonoured by their bank will result in the dishonour fee being charged to the parent's account.
- BPAY facilities are also available for fee payment. Please refer to your statement for details.
- EFT deposits can be made directly to the College bank account. Please refer to your statement for details.
- Online payment via My Connect.

INABILITY TO PAY FEES

If you are unable to pay your fees and charges due to illness, unemployment or other good reasons, you should make an appointment with the Chief Financial Officer to discuss your financial situation and to arrange alternative payment options that will see the overdue accounts repaid. This should be done as soon as possible. The longer you wait, the more difficult it will become for Billanook to consider a suitable repayment arrangement, potentially resulting in the termination of your child's enrolment at Billanook.

Please note that while Billanook is prepared to discuss alternative payment arrangements, the College is under no obligation to agree to any proposed arrangement other than the payment of the fees and charges on normal terms.

Should you be consistently late with your payments, Billanook may in its discretion and upon giving you 14 days written notice, change your payment arrangements. Such changes include (but are not limited to) requiring you to pay fees in advance.

If your child leaves Billanook for any reason, you will have to apply to re-enrol your child. If your child's re-enrolment is accepted, it will be subject to a condition that any outstanding fees are paid in full prior to the re-commencement of the enrolment.

Where necessary, Billanook refers overdue accounts to a debt collection agency or its legal representatives without notice to you. In addition to any overdue fees and charges, you will be liable for all reasonable costs incurred by Billanook College in seeking to recover any overdue monies.

TERMINATION OF ENROLMENT

Billanook may end the enrolment of your child and terminate this agreement if any of the following occur:

- You have not paid any fees or charges due in accordance with this Agreement;
- You do not provide us with important information about your child;
- You or your child breach a Billanook College Policy;

The Principal reserves the right to remove any student from the College on the grounds of unsatisfactory conduct, unsatisfactory performance or a serious breach of Billanook policy, without notice. In all other cases the College will provide at least 14 days, but no more than one term's written notice.

WITHDRAWAL OF STUDENTS

Parents are to provide to the Principal, in writing, notice of their intention to withdraw their child/children from the College. This notice must be received no less than one term prior to the student's departure, otherwise one term's fee will be charged.

Any refund you may be entitled to will be sent to you at the end of the notice period after first deducting any outstanding fees.

LOSSES DUE TO THEFT, DAMAGE, ACCIDENT OR INJURY AT SCHOOL

Billanook prides itself on the level of care and the provision of a safe learning environment for all students. However, even in the safest environment, thefts, damage, accidents and injuries can still occur. Billanook does not accept liability for such events and recommends that parents consider appropriate insurance to cover any losses. Note: some limited assistance is available through the College's insurers for students injured while undertaking supervised school activities (details available from the Chief Financial Officer or the College Nurse).

OUT OF SCHOOL HOURS CARE

Billanook offers an Out of School Hours Care (OSHC) program, which is run by *Camp Australia*. Details (including fees) are available from the College. Fees for OSHC are billed directly by *Camp Australia*.

INTERNATIONAL STUDENTS

This document relates to the enrolment of local students only. International students should refer to the document entitled 'Terms and Conditions for International Students'.

PRIVACY NOTICE

The College is bound by and adheres to the Australian Privacy Principles contained in the Commonwealth Privacy Act 1988 and Privacy Amendment (Enhancing Privacy Protection) Act 2012 (referred to as the Privacy Act). In relation to health records, the College is also bound by the Victorian Health Privacy Principles as contained in the Victorian Health Records Act 2001.

Billanook collects personal information, including sensitive information about you and your child before and during the course of your child's enrolment at Billanook. The primary purpose of collecting this information is to enable Billanook to:

- provide schooling for your child/children, including satisfying the needs of parents and guardians and the needs of the student throughout the whole period he/she is enrolled; and
- satisfy Billanook's legal obligations, particularly to enable it to discharge its duty of care.

If the information referred to above is not obtained, Billanook may not be able to enrol or continue the enrolment of your child/children.

Certain laws governing or relating to the operation of schools require that certain information is collected. You may contact Billanook if you have a question about this. Certain information is required to be updated annually by the parents or guardians.

Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act. Billanook requires medical reports about students from time to time. If you do not consent to Billanook obtaining this information, you must advise the College in writing.

From time to time Billanook also has to disclose certain, and sometimes sensitive, information to others. This includes other schools, government departments, medical practitioners, publications and people providing services to the College, including specialist visiting teachers, outdoor education professionals, coaches and volunteers.

Billanook may provide your personal information to debt collection agencies and other legal representatives in order to recover outstanding school fees.

Personal information collected from students is regularly disclosed to their parents and guardians.

On occasions information such as academic and sporting achievements, student activities and similar news is published in College newsletters and magazines and on our website. Photographs and other imagery of student activities such as sporting events, school camps and school excursions may be taken for publication in College newsletters and on our website. As a condition of enrolment the College obtains permission for publication from the students' parent or guardian. Parents/guardians who do not wish their child's image to be used are required to notify the College Principal in writing.

At various times Billanook College students will be involved in activities that are of interest to the media and showcase the students and the College. Photographs of students may be used in the media, in College promotion (including but not limited to newsletters, magazines, outdoor banners, bus signage and website), social networking sites, online directories, affiliated websites, or in advertising. Photographs are taken with the knowledge of the College, arranged by the Marketing and Community Relations Office, or by staff responsible for a particular activity. Parents/guardians who do not wish their child's photograph to be used are required to notify the College in writing prior to their child's commencement. There are also times when student work may be displayed, published or photographed for educational or promotional purposes.

From time to time Billanook engages in fund-raising activities. The information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in Billanook's fund raising activities and to the Past Students' Association when the student leaves Billanook.

Parents/guardians may seek access to personal information collected about them and their child by contacting Billanook. However, there will be occasions when access may be denied. Such occasions would include where the release would have an unreasonable impact on the privacy of others or where release may result in a breach of Billanook's duty of care to the student.

If you provide Billanook with personal information of others, such as doctors or emergency contact, you should inform them that you are disclosing that information to Billanook and why, so that they can access the information if they wish, and that Billanook does not usually disclose the information to third parties.

Please go to the College website www.billanook.vic.edu.au to view the complete Privacy Policy document.