



# SIENA COLLEGE ENROLMENT AGREEMENT

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To ensure your daughter is enrolled at Siena College, this Enrolment Agreement must be completed as indicated and returned with payment. Please note that the confirmation fee is non refundable and is in addition to the annual school fees.

## PERSONAL INFORMATION

Student Surname: \_\_\_\_\_ Student ID: \_\_\_\_\_  
Student First Name: \_\_\_\_\_  
Family Name: \_\_\_\_\_ Debtor: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Year of Admission \_\_\_\_\_ Year Level: \_\_\_\_\_

## TERMS AND CONDITIONS OF ENROLMENT

The Parent/s named in this Enrolment Agreement agree to the following terms and conditions in respect to the enrolment of the Student at the College:

### ACCEPTANCE OF ENROLMENT

1. The Parent/s accept the offer of enrolment for the Student at the College commencing at the beginning of the Year of Admission or such other time as agreed in writing. The Student's enrolment at the College will continue until completion of Year 12 or until the Student's enrolment is otherwise withdrawn or cancelled.
2. The Parent/s agree that they are responsible for all of the obligations in this Agreement on a joint and several basis.

### EDUCATIONAL SERVICES

3. The College will provide for the benefit of the Student, the Education Services it considers appropriate in accordance with its curriculum as the College may determine from time to time.
4. The College may introduce, withdraw or amend the Education Services it offers from time to time. The course offerings, together with curricular and co-curricular offerings will be determined by the College in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods and processes and other services affecting its students.
5. The Parent/s acknowledge that the College does not guarantee or represent in providing the Services any particular or specific student outcome or level of achievement for the Student.
6. The College campus or any part of it may become unavailable for use by students, including because of a decision by the College on safety grounds, because of fire, natural disaster or the outbreak of illness or disease, or because of any emergency, or because of any Government direction or law. In such cases, the College may require its students or some of them to attend an alternative campus or location, or to not attend any campus or other location for a period, including that the students undertake remote learning for a period of time from home. The inability of the College to provide the Student with access to any campus or part of a campus, or any alternative campus, or any decision by the College to exclude access to such campuses, will not entitle the Parent/s to any rebate, repayment or waiver of Fees except at the sole discretion of the College.

### FEES

7. The Parent/s agree to pay all Fees and to comply with any terms and conditions regarding payment of Fees as contained in the Fee Schedule and Information.
8. The Fee Schedule and Information may be varied or amended by the College from time to time in its sole discretion, which may include annual increases to the Fees. The College will endeavour to publish any increase in Fees well before the commencement of the next school year.
9. Unless otherwise provided in the Fee Schedule and Information, the amount outstanding on any College account may from the due date for payment until payment is made in full accrue interest at the rate for the time being fixed under section 2 of the Penalty interest Rates Act 1983 (Vic) (as amended or replaced from time to time).
10. To avoid doubt, the Parent/s agree to be jointly and severally liable for the payment of all Fees.
11. Without prejudice to any other action or steps the College may take, while any Fees remain unpaid after their due date for payment, the College may, in its sole discretion, withhold any of the Education Services from the Student and any sibling, or suspend the enrolment of the Student and any sibling, until the full amount outstanding is paid in full.
12. The College may in its discretion cancel the enrolment of the Student and any sibling if any Fees remain unpaid after their due date.
13. Any failure, delay or indulgence of the College in favour of the Parent/s in relation to the payment of any Fees is not a waiver of the College's rights in respect of such payment or its rights under this Agreement.
14. The Parent/s indemnify the College in respect of any costs or charges incurred by it, including legal costs on an indemnity basis, in relation to any debt recovery action taken by the College to recover any unpaid Fees.



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## **POLICIES AND PROCEDURES**

15. The Parent/s will comply with and take all reasonable steps to uphold the College's policies, procedures and rules (as introduced, varied or amended from time to time) including those concerning or dealing with:
  - a. The care, safety and welfare of students;
  - b. Standards of dress, grooming and appearance;
  - c. Grievances and complaints;
  - d. Social media and the use of information, communication and technology systems;
  - e. Student behaviour and conduct and discipline of students;
  - f. Parent and guardian behaviour and conduct, including any parent agreement as may be published from time to time; and
  - g. Privacy
16. The Parent/s agrees to support the College in the implementation of all policies and procedures that are implemented for the proper conduct of the College and the delivery of the Education Services, including policies concerning student behaviour management and disciplinary action imposed by it in respect of the Student.
17. The Parent/s agrees that any personal property of the Parent/s or the Student brought to school or to any school function or activity, whether or not held on College premises, will be at the sole risk of the Parent/s or the Student, and that the College will have no responsibility for any loss, theft or damage to such personal property.

## **CODES OF CONDUCT**

18. The Parent/s agree that the Student is required to comply with and meet the expected standard of behaviour and conduct as set out in any code of conduct for students, which the College may from time to time implement. Any breach of such a code of conduct by the Student may result in disciplinary action by the College including suspension or cancellation of enrolment.
19. The Parent/s agree to be responsible for ensuring that the Student is aware of all policies and procedures that apply to the Student while attending the College, including those relating to student conduct and behaviour and any code of conduct for students, and to support the College in the implementation of such policies and procedures.
20. The Parent/s agree to comply with any parent agreement or other policy concerning parent conduct and behaviour implemented by the College from time to time and agrees that any breach of such a parent agreement may result in the cancellation of the enrolment of the Student and any sibling.

## **STUDENT WITHDRAWAL AND ABSENCE**

21. The Parent/s agree to give to the College one full school term's prior notice in writing to the Principal of the withdrawal of the Student's enrolment. In the event that such notice is not given, the Parent/s must pay to the College one full school term's Fees in lieu of giving such notice.
22. The College reserves the right to require the Parent/s to withdraw the Student from the College at any time by giving notice to the Parent/s if the Principal reasonably considers that:
  - a. the Student engages in misconduct or breaches a policy of the College which the Principal considers to be serious, including a breach of any student code of conduct;
  - b. the Student's school or class attendance is unacceptable;
  - c. a mutually beneficial relationship of trust and cooperation between the Parent/s on the one hand and the College or any of its staff on the other has broken down such that it adversely impacts on the ability of the College to provide a beneficial education to the Student;
  - d. the behaviour or conduct of the Parent/s towards the College or to any of its staff breaches any parent agreement;
  - e. if any accounts or Fees payable by the Parent/s (jointly or severally) are not paid within the College's terms of payment or within the terms of any written agreement between the College and the Parent/s permitting a later or deferred payment;
  - f. circumstances exist whereby the ongoing enrolment of the Student at the College is considered to be untenable or is not in the best interests of the Student or the College; or
  - g. the Parent/s are otherwise in breach of this Agreement.
23. The College reserves the right to assess and determine its ability to provide ongoing education to the Student and reserves the right to require the Parent/s to provide the College with information as requested to enable the College to make its assessment and determination. The failure to provide information requested by the College will be treated as a breach of this Agreement.

## **MEDICAL AND SPECIAL NEEDS**

24. The Parent/s will advise the College in writing of the Student's medical history and medical needs relevant to the Student's attendance at the school including any significant illness or disability of the Student and to immediately notify the College of any infectious or contagious disease contracted while enrolled at the College.
25. The College is authorised to obtain or provide such emergency medical treatment or first aid for the Student as may be deemed necessary by the College or a staff member.
26. The Parent will be responsible for any costs or charges incurred by the College as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility.
27. If reasonable adjustments or specialised support services are required to enable the Student to participate in the courses or programs provided by the College, or a specialised support service is necessary for the Student to be able to participate in the activities for which the Student is enrolled, and the provision of such adjustments or services impose an unjustifiable hardship on the College, the College may require the Parent/s to pay for or contribute towards such adjustments or services before they are provided.



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## COURT ORDERS

28. The Parent/s must provide and disclose to the College on a timely basis any family court or other court orders that apply to or impact on the Student's enrolment with the College and of which the College should be made aware.

## AUSTRALIAN CONSUMER LAW

29. Nothing in this Agreement 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.

## GENERAL MATTERS

30. This Agreement is governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.
31. If any provision of this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
32. The College will not be liable to the Parent/s for any indirect or consequential loss or any loss of profit suffered by the Parent/s arising out of a breach by the College of this Agreement.
33. The Parent/s will not be entitled to set off against or deduct from the Fees any amount owed or claimed to be owed to the Parent/s by the College or to be entitled to withhold payment of any account because part of the account is in dispute.

## DEFINITIONS

34. The following definitions apply to this Enrolment Agreement:

**College** means Siena College Limited ACN 058 677 857 of 815 Riversdale Road, Camberwell in Victoria.

**Education Services** are the educational courses, teaching programs, curriculum, co-curricular programs and activities, pastoral care programs and all other facilities, programs and services provided by the College from time to time for the benefit of its students, details of which will be published by the College and updated as necessary.

**Fees** include all tuition fees, charges, special or other fees as published or advised by the College from time to time and which are payable in relation to the enrolment of the Student, including such fees and charges contained in the Fee Schedule and Information.

Joint and several liability is a term for a responsibility or obligation that is shared by two or more parties (jointly), but is also a separate responsibility or obligation of each of them (several).

**Parent/s** means the parent/s or legal guardian/s of the Student and, where there are two parents or legal guardians, then Parent/s is a reference to them jointly and severally.

**Parent Agreement** refers to the document provided to all parents with a student enrolled at the College (usually at the time of enrolment) and outlines the College expectations for all Parent/s.

**Principal** is the person referred to as the Principal of the College and who is appointed to the most senior leadership position in the school.

**Fee Schedule and Information** is the Fee Information published by the College from time to time setting out the tuition fees and other charges payable in respect of a student's enrolment at the College and the terms regarding the payment of such fees and charges and such other terms and conditions as are contained in such document from time to time.

**Student** is the student named in this Agreement upon being enrolled with the College.

## EXECUTION BY THE PARENT/S

### Parent 1

Name:

Father    Mother    Guardian

Address:

Signature:

Date:

### Parent 2

Name:

Father    Mother    Guardian

Address:

Signature:

Date: