



# TERMS AND CONDITIONS OF ENROLMENT

## Terms and conditions of enrolment

The enrolment of Students at the School is subject to these terms and conditions, which constitute the enrolment agreement and is available on the website.

### 1. Definitions

- 1.1. **'Application for Enrolment'**: the application completed by the Parents to enrol their child in the College.
- 1.2. **'College'**: Australian Islamic Centre College Ltd ABN 13 665 744 543.
- 1.3. **'Education Services'**: the education programs, teaching programs, curriculum, co-curricular programs and activities, pastoral care programs and all ancillary programs offered by the College to its students.
- 1.4. **'Levies'**: all levies, including but not limited to, the capital levy as outlined in the School Fees Schedule published by the School from time to time to which the School Fee Policy applies.
- 1.5. **'Parents'**: the person or persons who have legal parental responsibility for the Student (including legal guardianship).
- 1.6. **'Policies and Procedures'**: all policies and procedures, guidelines, codes of conduct, rules and regulations of the College as amended from time to time.
- 1.7. **'Principal'**: the person who occupies the role of principal of the College from time to time.
- 1.8. **'School'**: is a reference to the Victorian registered school which is operated by the College.
- 1.9. **'School Fees'**: all sums payable for the Education Services provided by the College as outlined in the School Fees Schedule published by the College from time to time, including the Tuition Fees and all Levies.
- 1.10. **'Student'**: the student nominated in the Application for Enrolment and enrolled at the School.
- 1.11. **'Tuition Fees'**: tuition fees as outlined in the School Fees Schedule published by the College from time to time.

### 2. General

- 2.1. These terms and conditions of enrolment set out the terms and conditions on which Students are enrolled at the School. By enrolling their child at the School, the Parents accept and agree to be bound by these terms and conditions of enrolment.
- 2.2. The Parents acknowledge and agree that the College may from time to time vary these terms and conditions of enrolment. Any future revisions of these Terms and Conditions will be made upon reasonable notice being provided unless amendment is required by law, and will be published on our website and notified by direct communication to you.



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- 2.3. Subject to these terms and conditions, once enrolled, the Student remains enrolled at the School from year to year until the completion of the last year at the School unless the Student's enrolment is withdrawn or otherwise terminated.
- 2.4. The School has set a Statement of Philosophy that embeds Islamic values in accordance with the School's Islamic Ethos Statement. The Educational Services to the students will be delivered according to the Sunna of The Prophet Mohammed (S). The College provides the Education Services to the Student within the scope of its registration.
- 2.5. At all times the College reserves the right, subject to legal requirements, to select the students who attend the School according to the Enrolment Policy or other relevant Policies and Procedures, as varied from time to time. The College may, in its absolute discretion, reject an application for enrolment.
- 2.6. Any delay by the College to strictly enforce these terms and conditions of enrolment is not a waiver of the College's rights.
- 2.7. Any right, entitlement, obligation of or action required by the College under these terms and conditions may be exercised by the Principal on behalf of the College.

### 3. Fees and charges

- 3.1. A non-refundable Enrolment Fee is payable on application for admission to the school to process the Application for Enrolment.
- 3.2. On acceptance by the Parents of an offer of enrolment for a place at the School, an Entrance Fee per student is payable to secure enrolment as pre-payment towards Tuition Fees. Enrolment is conditional on payment of the Entrance Fee for each student within the time specified in the letter of offer of enrolment from the school. The Entrance Fee will be credited to the first instalment of Tuition Fees payable. The College may in its discretion decline to provide a refund of the Entrance Fee in the event that the enrolment is withdrawn and the enrolment is not proceeded with, where this is reasonable in order to reflect the impact on the College of the withdrawal or deferral of enrolment.
- 3.3. Subject to clause 3.4, both Parents are jointly and severally responsible for payment of all School Fees associated with the Students' enrolment and attendance at the School. Joint and several liability means that each Parent that is a party to the Application for Enrolment form is individually responsible for payment of all School Fees regardless of actual fee payer arrangements.
- 3.4. The College and the Parents may agree that only one Parent be nominated as the Fee Paying Parent and solely responsible for payment of School Fees for the Student. However, both Parents agree and acknowledge that all other obligations in relation to the Student's enrolment at the School apply to both Parents jointly and severally.
- 3.5. The Parents agree that all School Fees apply for the period of enrolment of the Student and that period includes any period in which the Student is absent from the School for any reason, including approved absences.
- 3.6. The Fee Paying Parents agree to pay all School Fees when due and in full as notified by the College to the Fee Paying Parents in writing from time to time.



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- 3.7. If the Student is admitted to the School during a term, School Fees will be determined on a pro rata basis in respect of that term.
- 3.8. The Parents agree that the College may set School Fees annually to reflect inflation, increased capital outlay and other costs incurred in the operation of the College, or any other reason at the College's discretion.
- 3.9. Parents are required to give one full term's written notice that they wish to terminate the Student's enrolment with the School (and thereby withdraw the Student from the School). Failure to provide the required notice may result in the College billing the Fee Paying Parents an amount that reflects the impact on the College of the notice being given late (for example, inability to fill a last minute vacancy), which may be up to one quarter of the annual Tuition Fee representing the Tuition Fees for one term.
- 3.10. The College may decline to provide a refund of any School Fees paid or waiver of any School Fees outstanding if the Student is withdrawn from the School during a term or is absent for any reason, where this is reasonable in order to reflect the impact on the College of the withdrawal or absence (for example, inability to fill a last-minute vacancy).

### 4. Failure to Pay School Fees

- 4.1. If School Fees are not paid in accordance with the College's requirements, including any other amounts imposed on the Student as a result of any breach of the College's Policies and Procedures, the College reserves the right to refuse to allow the Student to continue their education at the School, or may terminate the Student's enrolment at the School (provided we have given you a reminder notice of the overdue amount at least 7 days before we exclude that child from attending School).
- 4.2. Fee Paying Parents should contact the School accounts team well in advance if they anticipate difficulty in meeting our terms to discuss alternative payment arrangements. We may charge you interest (at a rate 2% above the penalty interest rate set by the *Penalty Interest Rates Act 1983 (Vic)*) for fees that are late, and reasonable costs of recovery of overdue fees by legal means if applicable.
- 4.3. If School Fees remain outstanding when the Student's enrolment with the School is terminated owing to Parents withdrawing the Student from the School, the Fee Paying Parents will have 7 days to make payment in full of the outstanding fees.
- 4.4. The College is authorised to take such action deemed necessary, including legal proceedings, to recover any unpaid School Fees and other amounts owing to the College.
- 4.5. The Fee Paying Parents agree to indemnify the College for all costs incurred by the College in recovering or attempting to recover all outstanding amounts to the College including, but not limited to, legal costs and disbursements incurred by the College.
- 4.6. The Fee Paying Parents agree that a request by either Parent to a request by the College will bind both Parents.



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## 5. Disclosure

- 5.1. It is vitally important that the Principal is made aware of each child's individual circumstances insofar as these may impact upon their physical, functional, emotional or educational needs, particularly where the School is required to provide additional support to the child.
- 5.2. The Parents confirm that the Application for Enrolment has been completed honestly and correctly, and that the Parents have made full disclosure in response to the matters and questions raised in the Application for Enrolment.
- 5.3. The Parents also agree to supply to the College any additional information as may be requested, including copies of documents such as medical/ specialist reports, reports from previous schools, court orders or parenting agreements. Provision of requested documentation is regarded as a condition of enrolment and enrolment may be refused or terminated where the Parents have unreasonably refused to provide requested information or knowingly withheld relevant information from the College.
- 5.4. Where, during the course of a child's enrolment, new information becomes available that is material to the child's educational and/or safety/wellbeing needs, it is a term of the continuing enrolment of that child that such information is provided to the College promptly.
- 5.5. Failure to provide accurate information, either before or during the course of enrolment, constitutes grounds for the College to terminate the enrolment at our discretion, where we reasonably determine that it is not practical for us to continue the enrolment.
- 5.6. The Parents, by applying to enrol the Student at the School, declare that the student is either an Australian citizen, has Australian residency status, or has a visa for entry and stay in Australia that allows education to be provided on the same cost basis as for an Australian citizen.
- 5.7. In the event that a court order is made that contains information relevant to the Student's education or parental access, please ensure that a copy of the relevant pages is sent to the College.

## 6. Policies and Procedures

- 6.1. By accepting enrolment of the Student at the School, the Parents agree that they have read and understood, and accept the Policies and Procedures of the College at the time of enrolment of the Student, and as they are varied or added to over time.
- 6.2. The Parents agree that they will comply with and take all reasonable steps to uphold the Policies and Procedures (as introduced, amended and/or added to by the College from time to time) and support the implementation of the Policies and Procedures including but not limited those concerning or dealing with:
  - a) the care, safety and wellbeing of students;
  - b) standards of dress, grooming and appearance;
  - c) grievance and complains;
  - d) social media and the use of information, communication and technology systems;



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- e) student behaviour and conduct and discipline of students, including the Student Code of Conduct;
  - f) parent behaviour and conduct, including the Parent Code of Conduct; and
  - g) privacy.
- 6.3. In the event of a conflict or inconsistency between the Policies and Procedures and these terms and conditions of enrolment, the term in the document that allows for the better administration of the School (as determined by the Principal) shall take precedence.
- 6.4. The Parents agree that the College has absolute discretion in all of its operational and educational matters and offerings, and that the Parents accept and comply with those decisions.
- 6.5. The Parents will, at all times, conduct themselves in a respectful, supportive and calm manner when dealing with the College's staff, other parents and students. Parents will take responsibility to ensure that the Student and the Parents behave in such manner that upholds the reputation of the College and the School, and does not bring the College or the School into disrepute.

### 7. College's responsibilities

- 7.1. The College will be responsible for the care of the Student on School grounds during school hours on scheduled school days or at events and excursions sanctioned by the College. Parents are responsible for the supervision and safety of the Student outside of these hours.
- 7.2. The College will endeavour to educate the Student with due care and skill, acting in the best interests of the Student individually where possible, and the student body generally.
- 7.3. The College does not make any specific promises or representations that the Student will achieve a specific level of academic achievement and no such representations are to be implied on the basis of the College accepting the Student for enrolment. The College will provide every reasonable opportunity to the Student to achieve his or her best potential.
- 7.4. The College will use its best endeavours to provide all students with an environment that is safe, compassionate, caring and fosters their individual growth. The College attempts to support all of its students, whatever their abilities, in the pursuit of excellence.
- 7.5. The College, at all times, will determine the curriculum and co-curriculum, including which activities are compulsory. The College may also set any performance expectations pre-requisites for study in any part of the curriculum or co-curriculum that it determines reasonable.
- 7.6. The College will ensure that the Policies and Procedures are accessible to the Student and to Parents via the College website.

### 8. Parents' Responsibilities

- 8.1. The Parents agree that all persons that have parental and/or legal guardianship responsibility for the Student must sign the Acceptance of Enrolment unless one of those persons can demonstrate in writing, either by evidence of a court order or other sufficient documentary evidence, to the satisfaction of the College Principal, that he/she has sole legal responsibility for:
- a) the education and enrolment of the Student; and



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b) payment of all School Fees.

8.2. It is a condition of the enrolment of a student at the School that the Parents, on their own behalf and on behalf of the student, are aware of the content of the College rules and have agreed to abide by them.

8.3. The Parents will, at all material times:

- a) ensure that the Student attends the School on every school day for the educational program in which they are enrolled;
- b) encourage and support the Student to take full advantage of the curricular and co-curricular opportunities offered by the School;
- c) facilitate the Student participating in mandatory School activities including, but not limited to, camps, excursions, pastoral care programs, curricular and co-curricular activities;
- d) provide the Student with all necessary resources, books, stationery items, uniforms and equipment that is required for the Student to be able to participate in and benefit from the education offered by the School;
- e) ensure that the Student attends the School dressed in accordance with the School uniform policy unless the School has approved otherwise;
- f) attend student led learning conferences, parent-teacher interviews and other meetings desired or required by the School;
- g) communicate with the School in a manner that is respectful and facilitates a relationship of mutual trust between the Parent, Student and the College;
- h) support the College and its staff in their efforts to educate the Student including any disciplinary steps taken by the School as set out in any Student management/behaviour plan;
- i) accept the Islamic foundations, values and practices of the College and the importance of regular opportunities to affirm these values and practices in religious education classes, rituals and School activities;
- j) support the School in its efforts to provide Education Services in accordance with Islamic values as a compulsory part of the School's ethos and a vital element in the spiritual development of students;
- k) ensure the College is aware of all relevant medical and personal information to enable it to educate and care for the Student, including keeping the College informed of any changes to that information;
- l) comply with the requirements and expectations set out in the Parent Code of Conduct or other policy implemented by the School from time to time which sets out the School's expectations of Parents who have Students enrolled with the School; and
- m) comply with all Policies and Procedures, including processes, guidelines and rules set by the College (as introduced or amended from time to time) to ensure that the Student is able to take full advantage of the education offered by the School.

### 9. Student responsibilities

9.1. At all times during the enrolment at the School, the Student will:



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- a) attend the School on every school day for the educational program in which he/she is enrolled;
- b) take full advantage of the curricular and co-curricular opportunities offered by the School;
- c) participate in mandatory School activities including, but not limited to, camps, excursions, assemblies, curricular and co-curricular activities which are designed to enrich and extend their education;
- d) in the case of Muslim Students, accept the Islamic foundations, values and practices of the School and the importance of regular opportunities to affirm these values and practices in religious education classes, rituals and School activities;
- e) participate respectfully in all pastoral care programs;
- f) maintain in neat and functional condition all necessary resources, books, stationery items, uniforms and equipment required for participation in the education offered by the School;
- g) exercise appropriate self-discipline, follow established School and classroom rules, and behave in a way that does not impact the learning or wellbeing of others or bring dishonour or disgrace to the College or the School;
- h) communicate with the staff, students and other members of the School community in a manner that is respectful and facilitates a relationship of mutual trust;
- i) comply with the Policies and Procedures (as introduced or amended from time to time);
- j) meet the expectations of the College regarding uniform and personal appearance and comply with the Student Code of Conduct.
- k) accept and comply with any and all reasonable behavioural management processes applied for breach of College policies and rules.

### 10. Discipline

- 10.1. The College has a high expectation of the behaviour and discipline, personal presentation, conduct, effort in class and general demeanour of the Student.
- 10.2. The College has an absolute discretion to determine when the conduct of the Student warrants disciplinary action to be taken by the College and the College may apply disciplinary measures that the College deems appropriate in accordance with the Policies and Procedures.
- 10.3. The College reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College or the School.
- 10.4. The Parents agree that the proper and effective operation of the School requires the College to be able, in its sole discretion:
  - a) to terminate the enrolment of the Student; and
  - b) to impose any lawful disciplinary action that the College deems appropriate or suspend the Student.
- 10.5. The College, through the Principal, retains the right to discipline, suspend or dismiss from the School any student on the grounds of the student's unsatisfactory conduct or performance, or failure to observe any College rule.





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- 10.6. If a Student is suspended, the Parents shall be notified to that effect and the period for which the suspension shall operate.
- 10.7. If suspended, the Student shall not enter upon any of the School's grounds for any purpose during the period of suspension without the express permission of the College Principal and shall be the sole responsibility of the Parents during such period.
- 10.8. The Parents are expected to support the aims, objective, beliefs, rules and policies and discipline of the College. Disciplinary action may be implemented against the Parents if in the opinion of the College Principal the Parents are found to have breached the Parent Code of Conduct.

### 11. Withdrawal of Student from the School

- 11.1. Parents must provide to the College a written notice, including any prescribed form by the College for this purpose, if the Parents wish to terminate the Student's enrolment with the School. The College Principal may request an appointment with the Parents to discuss the withdrawal and to seek provision of any necessary documents.
- 11.2. In the event that only one Parent provides written notice and/or signs any prescribed form by the College for this purpose, the College will advise the other Parent (subject to any specific court orders to the contrary) of the withdrawal of enrolment.

### 12. Periods of absence

- 12.1. All requests for an extended leave of absence must be submitted to the College for approval at least one term in advance (unless that is not possible due to unforeseen circumstances such as sudden illness). Apart from leave for medical reasons, requests for leave of absence are discouraged. Approval is not automatically granted.
- 12.2. The College may in its discretion approve a Student's leave of absence, and hold the Student's enrolment open during the period of leave, and in its discretion:
  - a) impose a condition that the Parents make an advance payment of a non-refundable holding fee for the period of leave, to be applied for future fees, as determined by the College; and
  - b) depending on the period of leave, impose any reasonable conditions on the continued enrolment of the Student at the School.
- 12.3. If the period of leave is not approved and fees are not paid the Student nevertheless takes the period of leave:
  - a) the Student will not have an automatic right to return to the School and the College is not obliged to maintain or hold the Student's enrolment;
  - b) the College may at its full discretion impose any reasonable conditions on the continued enrolment of the Student at the School; and
  - c) any School Fees for the period of leave will be due and payable by the Parents, where this is reasonable in order to reflect the impact on the College of the leave.
- 12.4. Where the Student is absent from school during the term because the Parents have decided to withdraw the Student from attending school so that they may attend a holiday or for other non-School related matters, the Parents acknowledge and agree that any exam(s) and/or





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assessment(s) and/or any other curriculum task(s) that fall in or around the absence will not be re-scheduled or amended in any way to take account of the absence.

### 13. Termination of enrolment

- 13.1. The College reserves the right to require the Parents to withdraw the Student from the School or to terminate the Student's enrolment at any time if the College reasonably considers that:
- a) the Student's behaviour, attitude or conduct to school work, other school activities or while attending the School is considered unsatisfactory;
  - b) the withdrawal or termination of enrolment is justified on grounds of the student's unsatisfactory conduct or performance or for misconduct;
  - c) the Student fails to obey the College's Policies and Procedures or any Student Code of Conduct of the College;
  - d) a mutually beneficial relationship of trust and cooperation between the Parents and the College or any of its staff has broken down to the extent that it adversely impacts on the College or the School, any of its staff or the ability of the College to provide satisfactory Educational Services to the student;
  - e) the Student's progress and performance is such that the Student is not benefiting from the academic courses provided by the School;
  - f) the behaviour or conduct of the Parents towards the College or the School or to any of its staff breaches any Parent Code of Conduct;
  - g) the withdrawal or termination of enrolment is justified on grounds of any unapproved periods of absences;
  - h) if any accounts or fees payable by the Parents are not paid within the School's terms of payment or within the terms of any written agreement between the School and the Parents permitting a later or deferred payment and are more than 14 days overdue (provided that we have given you a reminder notice of the overdue amount at least 7 days before we require withdrawal or terminate the Student's enrolment); or
  - i) circumstances exist whereby the ongoing enrolment of the student at the school is considered to be untenable or is not in the best interests of the student, the College or the School.
- 13.2. Any decisions on suspension, withdrawal or enrolment or termination of enrolment is made by the Principal.
- 13.3. Parents agree that Tuition Fees are not generally refundable.
- 13.4. If the Student is suspended or the enrolment is terminated by the College, the College shall retain or be entitled to receive the fees for the term in which suspension or termination of enrolment occurs and the Parents shall forfeit all right to recovery of those fees. The Parents acknowledge that such payment of fees will be a proper and genuine estimate of the loss and damage suffered by the College caused by such suspension or termination of enrolment and that such payment shall properly be considered to be by way of payment of liquidated damages.



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### 14. Health and medical treatment

- 14.1. The College will notify the Parents of any injury or illness the Student may suffer at the School, which warrants staff intervention or a visit to the School's First Aid. If requested, the Parents will collect their child from First Aid within a reasonable period of time, otherwise the Parents agree to satisfy all costs associated with providing the Student with the required care and medical assistance.
- 14.2. In the event the Student is involved in a medical emergency and the College is unable to contact either Parent or nominated contact person, or the College considers it is impractical to do so, the Parents agree that the College can take action and do such things as it considers necessary or expedient in the best interests of the Student. The Parents agree to indemnify the College in respect of any claims, costs or expenses that the College incurs as a result of the College taking any action under this clause (including, but not limited, to the cost of ambulance transport).
- 14.3. The Student is permitted to access school specialists. The Parents consent to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations). In line with College policy, age appropriate permission will be sought.
- 14.4. It is the responsibility of the Parents to provide appropriate insurance cover should the Student be injured or taken ill at the School. Student Accident Insurance is currently provided for all registered students at the School. The College encourages Parents to take out Ambulance Victoria membership in the event of an emergency situation occurring at the School.
- 14.5. The Parents shall be responsible for all medical, hospital, dental and other medical expenses incurred by or on behalf of the Student arising from or in connection with any injury or illness suffered by the Student while attending the School or taking part in School activities, and the Parents authorise the College to obtain such treatment for the student as the College in its sole discretion may determine.

### 15. Personal possessions

- 15.1. It is the responsibility of the Student and the Parents to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing.
- 15.2. The Parents agree that the College shall not be liable for any loss, theft or damage to a Student's personal belongings of any description and howsoever caused. The College discourages the Student from bringing personal property to the School which is not necessary for the education of the Student.
- 15.3. The Parents will indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.

### 16. Liability and indemnity

- 16.1. The Parents agree that they will indemnify and keep indemnified the College against any loss, damage or liability incurred by the College arising in connection with any failure by the Student to comply with the Policies and Procedures.



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### 17. Privacy Collection Notice

- 17.1. The College collects personal information, including sensitive information about Students and Parents, emergency contact persons and family members, before and during the course of a student's enrolment with the School. This may be in writing or during conversations. We may collect this information directly from the individual or from another person.
- 17.2. We collect this information primarily in relation to providing education services, support services and pastoral care for the Student, to manage the Student's enrolment, to operate the School more broadly, to satisfy legal obligations (including under relevant Education Acts and Public Health and Child Protection laws) and for related purposes. If the above information is not provided, our ability to conduct the above activities may be affected.
- 17.3. Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act. We may ask you to provide medical reports about Students from time to time. The College, from time to time, also has to disclose certain personal information and sensitive information to others for administrative and educational purposes, including to facilitate the transfer of a Student to another school. This includes other schools, government departments, medical practitioners, publications and people providing services to the College, including specialist visiting teachers, outdoor education professionals, coaches, volunteers and counsellors. If we do not obtain the information referred to above, we may not be able to enrol or continue the enrolment of your child.
- 17.4. We may disclose personal information to our staff, volunteers assisting us, Parents, emergency contact people and others, for example our service providers, regulators, education and assessment bodies, other schools, health service providers and support service providers, as necessary for the above purpose or as otherwise required or permitted by law.
- 17.5. For information on your right to seek access to or correction of the personal information we hold about you or your child, or how you can complain about a privacy breach and how we will deal with the complaint, see our Privacy Policy available on our website.
- 17.6. On occasions, information such as academic and sporting achievements, student activities and similar news is published in School's publications and on our website. Photographs of student activities such as sporting events, camps and excursions may be taken for publication in School's publications and on our website. We will ask for your consent for inclusion of your child's name or image in these materials on enrolment. You can request that your consent be updated at any time.
- 17.7. As you may know, from time to time, the College engages in fundraising 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 College's fundraising activities solely for that purpose.
- 17.8. Personal contact details are also issued to our uniform supplier, so that they may contact you regarding uniform supplies.
- 17.9. We will not otherwise disclose your personal information to third parties for their own marketing purposes without your consent.
- 17.10. If you provide the College with the personal information of others, such as doctors or emergency contacts, we encourage you to inform them that you are disclosing that



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information to College and why, that they can access that information if they wish, and that the College does not usually disclose the information to third parties.

- 17.11. If your child's nationality is not Australian, the College may verify their visa details with the Department of Home Affairs from time to time.