

STANDARD TERMS AND CONDITIONS

1. Definitions

- a) "The Parent/s" means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this College. Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Those who have "Parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the child.
- b) "College" means The McDonald College Limited & the McDonald Performing Arts College, as now or in the future constituted and any successor.
- c) "Principal" means the Principal of The McDonald College and the McDonald Performing Arts College and includes those to whom any of the duties or functions of the Principal have been delegated.
- d) "Term" means each of the four terms in the school year. The duration of a term and the time when it starts and ends are at the discretion of the Principal. The school year starts on 1st January.
- e) "School Year" means the full calendar year from 1st January until the 31st December.
- e) The Standard Terms and Conditions reflect the customs and practice of The McDonald College. They promote stability, forward planning and the prudent resourcing and development of the College. The Fee Schedule, as varied from time to time, is part of these Terms and Conditions.
- f) Documents referred to: Before accepting the offer of a place, Parents and Pupils have an opportunity, on request, to see any of the documents referred to in these Terms and Conditions.

2. Entry to the College

- a) Applicants will be considered as candidates for admission and entry to the College when the Application Form and other Admissions documentation as listed on the College website has been completed and returned and the non-refundable Application Fee paid.
- b) Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements set out in The McDonald College Enrolment Policy. "Admission" occurs when Parents accept

the offer of a place by completing and returning the Acceptance Form along with payment of the Enrolment Fee. "Entry" is the date when a Pupil attends the College for the first time under this contract.

c) A Pupil who has progressed through the Junior School will normally be offered a place in the Secondary School. The Principal has the right, after discussion with the Parents, to refuse the place. Parents will be consulted before the end of the Term Four if there appears to be any reason why the Pupil may be refused a place at the next stage of the College. Parents must give a term's notice in writing (e.g. before the start of the last Term of attendance) in accordance with the Provisions about Notice if they do not intend their child to proceed to the next stage of the College, or a term's fees in lieu of notice will be payable.

d) The College welcomes staff and students from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities in order to accommodate the needs of applicants, pupils and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately. Further information is outlined in the College's Enrolment Policy.

e) The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's welfare.

3. Fees

a) An Application Fee is payable on application, and an Enrolment Fee is payable on acceptance of a reserved place. The Application and Enrolment Fees are non-refundable, whether or not a student takes up a position at the College.

b) The College requires the Enrolment Fee to be paid for the first sibling in a family. Subsequent siblings are exempt from this condition of entry.

c) All fees are charged at the beginning of a Term and are due on the first Friday of that Term, except in Term One when fees are due on the second Friday. All signatories to the original Acceptance Form are jointly and severally liable for the payment of fees and disbursements incurred on behalf of their student.

d) Parents must pay:

a) all fees for tuition, boarding, activity fees, elective subjects, levies, performing arts, and other activities as determined by the College, and published in the Fee Schedule.

Please note: Tennis fees and levies are additional and are determined by and payable to Voyager Tennis Academy.

b) Enrolment Fees.

- e) The College may incur expenditure on behalf of the parents from time-to-time as the College considers necessary. These charges may be added to the parents' account and will be payable as the invoice falls due.
- f) All medical and ambulance expenses incurred on behalf of the student must be reimbursed to the College.
- g) If fees are not paid by the due date an administration fee of \$20.00 will be applied to the balance outstanding each week until the fees have been paid.
- h) If an account for fees and/or charges is not paid in full by the end of the Term after the due date, the student's enrolment will be suspended unless formal arrangements for payment have been approved by the College. The College may subsequently, without further notice, refuse entry to the student or terminate his/her enrolment.
- i) Tuition Fee discounts apply for siblings of current fee-paying students. See the current Fee Schedule.
- j) No remission of fees, either in whole or in part, will be made if the student is absent due to illness, leave or suspension.
- k) Payment Options by instalments: The McDonald College has partnered with Edstart to allow fees to be paid by instalment. This is a private arrangement between the parent and Edstart.
- l) A \$30.00 charge will be applied for any Direct Debits that are dishonored. If dishonored two times, an automatic cancellation of the Direct Debit payment method will be actioned, and all fees will become immediately payable.
- m) If a student is expelled from the College following disciplinary action, fees will be refunded pro rata to the date of expulsion.
- n) Unpaid and overdue accounts may be referred to a mercantile agent for recovery of all debt plus costs.

4. Change of Status

- a) A Reserved Place and later Confirmed Offer of a place for the student, is made on the basis that he/she will complete their schooling at the College and, where she is enrolled as a Boarder, will continue as a Boarder unless unforeseen circumstances arise. Where the student is a Boarder, any request for a change to Day student status must be in writing and approval is at the Principal's discretion. For Boarders in Year 12 requesting to change to Day student for the final two terms of schooling, a request must be made in writing prior to the commencement of Year 12. If this notice is not given, two terms' fees in lieu for boarding, plus GST, will be charged. Year 12 Boarders are expected to vacate the boarding house on the final day of their examinations.
- b) Temporary Long Absence is leave for a period of 12 months or less. Written requests for Temporary Long Absence must be approved by the Principal. Full fees are applicable for the time the student is absent or their place may be forfeited, unless the Principal, in his/her absolute discretion, agrees otherwise.

c) Long Absence is leave for a period of 12 months or more. A full term's notice in writing is required for Long Absence and must include a statement of intent to return. Full fees are payable to the end of the current year of departure. If a place is to be held by the College, then half fees are payable until the beginning of the year of return, when full fees will apply. If a place is not held, parents must contact the College in writing requesting the school year of return. Full fees will be payable from the beginning of the school year of re-entry.

5. Students' Obligations

Students are required to have high standards of behaviour and:

- a) abide by the College Rules as they apply from time-to-time, and if Boarders, the particular rules applying to Boarders
- b) behave courteously and considerately to each other and to staff at all times
- c) support the goals and values of the College
- d) attend and, if required, participate in:
 - i) Assemblies
 - ii) the College performance and/or sports program
 - iii) important school events such as High Performance Season, Speech Day/Night or other events determined by the Principal
 - iv) camps and excursions that are an integral part of the College curriculum
 - v) wear the College uniform as prescribed and follow conventional standards of appearance in accordance with the College's guidelines and the expectation of the College community
 - vi) attend the school during school hours, except in the case of sickness or where leave has been given

6. Parents' Obligations

The parents:

- a) must accept and abide by the requirements and directions of the College Council and the Principal relating to the student or students generally and not interfere in any way with the conduct, management and administration of the College.
- b) are required to support the goals, values and ethics and activities of the College.

c) both parents/guardians are required to view the College's Parent Portal on a regular basis and read the Spectrum, published at the end of each term.

d) must advise the College in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Application Form, within one month of such change.

Applications and Reserved or Confirmed Offers may be cancelled if the College loses contact with the parent or has mail returned.

e) must ensure the student has each item of officially required uniform, clean and in good repair, and all other requirements such as textbooks, stationery, laptop (Years 5-12) and performance requirements.

f) should communicate with students, parents, visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the College from time-to-time

g) should use their reasonable endeavours to attend parent teacher interviews and student performances which are relevant to the student's education.

7. Content of Courses

The College determines which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory. These may be changed without notice.

8. Leave

Leave from College activities, including academic and performance programs, and for early departure at the end of term and/or late return from breaks, is only granted in the most extreme cases and an Application for Exemption From Attendance Form or an Application for Extended Leave Form is to be submitted to the Principal.

9. Exclusion of Students

a) The Principal may in his/her absolute discretion but subject to affording the student procedural fairness, suspend or dismiss the student for:

i) breaches of rules or discipline

ii) behaviour prejudicial to the welfare of the College its staff or students

iii) where parents have failed to comply with these Terms and Conditions.

b) The Principal also may exclude the student if he/she considers that a mutually beneficial relationship of trust and cooperation between the parents and the College has broken down to the extent that it adversely affects that relationship.

c) The Principal may, upon giving reasonable notice, ask the parents to remove the student from the College at the end of a school year where the student has, in the Principal's opinion, failed to meet the requirements of the NSW Education Standards Authority, or has otherwise failed to make satisfactory progress in their academic or performance programs.

10. Withdrawal of Students

a) A full term's notice in writing, addressed to the Principal, is required of all intentions to withdraw a student from the College or to a change to the students' status. If written notice is not given, a full term's fees will be charged.

b) If a pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of fees, then one term's fees in lieu of notice will be immediately due and payable.

11. Health and Safety

a) Any special needs of a student or prospective student (including but not limited to, any medical, physical, learning or psychological needs) must be disclosed to the College at enrolment. Where any disclosed special needs change or where any special needs arise, they must be advised to the College immediately.

b) Parents must accurately complete and return the student's medical form prior to the commencement of enrolment and provide updates as they occur or as required by the College.

c) The Principal or his/her nominee may search the student's bag, locker or other possessions where there are reasonable grounds to do so, in order to maintain a safe environment for all students.

d) If the student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and parents are not readily available to authorise such treatment, the Principal or, in his/her absence, a member of the College Executive Team, may give the necessary authority for such treatment. The parents indemnify the College, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.

e) Parents must observe College security procedures, including parking and student drop off and collection only as designated, for the protection of students.

f) The College does not accept any responsibility for loss of the student's personal property, including laptops.

12. Privacy

a) In accepting these Terms and Conditions, the parents acknowledge that the College may from time-to-time collect personal information about parents and students, which may be necessary for the College's function or activities and I/we acknowledge having read the College's Privacy Policy and Standard Collection Notice.

b) The College may take photographs and videos of the student for:

- i) the College's records
- ii) display at the College
- iii) publication in College magazines, newsletters, website, social media, print media and other marketing purposes.

13. Overseas Students

a) If the student is an Overseas Student, the College requires payment of:

- a) one term's Boarding Fees (if applicable) prior to commencement and then pre-pay (a term in advance) throughout the student's residency as a boarder.
- b) one term's Tuition Fees prior to commencement and then pre-pay (a term in advance) throughout the student's enrolment.
- c) The pre-payments are credited towards the final invoice.

b) If the parents do not reside in Australia, a suitable relative or guardian in Metropolitan Sydney must be appointed to act as a guardian for the student. The guardian must:

- i) be at least 21 years old
- ii) speak English
- iii) be contactable by the College
- iv) be able to give support to the College in meeting the needs of the student
- v) attend enrolment interviews, parent-teacher interviews and other events at the College's request
- vi) exercise a duty of care to the student when the student is on leave with them
- vii) liaise with both parents and the Principal to ensure the student's welfare
- viii) sign the Notice of Official Guardian Form before the student enters the College
- ix) agree to have the Registrar and/or nominee visit their home and to have regular contact

c) The withdrawal of an Overseas Student paying full fees must not take place prior to the student completing six months of the course in which they are enrolled (National Code Standard 7) unless a release letter has been authorised by the College.

d) The College will provide school and student information via the Parent Portal and send academic and performance reports electronically through this Portal. Where parents are separated or divorced, College and student information will be communicated via the College's Parent Portal and reports will be sent to both parents on request through this medium, unless there is an Order of the Court or an agreement that College and student information and reports are to be sent to only one parent.

e) All parents are required to provide promptly to the College, any Orders of the Family Court or any other Court, which are relevant to the education and welfare of the student.

14. Amendment of Terms and Conditions

The College may change these Terms and Conditions of Enrolment upon giving not less than one terms' notice of such changes.

15. Guardians

The appointed relative or guardian must be available to care for the student at any time, reside in Metropolitan Sydney, be readily contactable by phone, speak English and be at least 25 years of age. The nominated guardian must complete and agree to the Notice of Official Guardian Form and provide any necessary documentation.

16. Privacy Policy and Standard Collection Notice

Your privacy is important to us. The McDonald College respects your right to privacy and abides by the National Privacy Principles laid down in the Privacy Amendment (Private Sector) Act 2000. Ensuring the security of information held by the College is a top priority. The McDonald College Privacy Policy is available at www.mcdonald.nsw.edu.au.

a) The College collects personal information, including sensitive information about students and parents or guardians, before and during the course of a student's enrolment at the College. The primary purpose of collecting this information is to enable the College to provide schooling for your child.

b) Some of the information collected is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.



- c) Certain laws governing or relating to the operation of schools require that certain information be collected.
- d) Health information about students is sensitive information within the terms of the National Privacy Principles under the Privacy Act. We ask you to provide medical reports about your student/s from time-to-time.
- e) The College from time-to-time discloses personal and sensitive information to others for administrative, statutory reporting and educational purposes. This includes other schools, government departments, medical practitioners, and people providing services to the College, including but not limited to, specialist visiting teachers, coaches and volunteers.
- f) If we do not obtain the information referred to above, we may not be able to enrol or continue the enrolment of your child.
- g) Personal information collected from students is regularly disclosed to their parents or guardians. On occasion, information such as academic and performance achievements, student activities and other news is published in the College newsletters, magazines, on our website, social media, print media and for other marketing purposes.
- h) Parents may seek access to personal information collected about them and their child by contacting the College. Students may also seek access to personal information about them. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the student, or where students have provided information in confidence.

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