

Enrolment Contract

This Enrolment Contract is made on

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BETWEEN Pinnacle College ABN 34 072 211 780 of 10 Anderson Street, Elizabeth East SA 5112 ("**College**")

AND each of the parties described in Item 1 of the Schedule to this Enrolment Contract (each "**Parent/Guardian**" and collectively "**Parents/Guardians**" or "**you**" or "**your**").

1. DEFINITIONS

In this Enrolment Contract, except where the context otherwise requires:

- 1.1. **Commencement Date** means the date in Item 3 of the Schedule to this Enrolment Contract.
- 1.2. **Enrolment Fees** means the amount payable by the Parent/Guardians in consideration of the College agreeing to enroll the Student at the College and includes:
 - (a) a non-refundable Enrolment Application Fee of \$55.00 (per student);
 - (b) a compulsory and non-refundable Building Levy of \$350.00 (not tax deductible) per family and payable upon new enrolment;
 - (c) a refundable Security Bond of \$350.00 per family upon enrolment (refunded once a family no longer has a child or children enrolled at the College and provided all financial obligations have been met); and
 - (d) any other amounts set out in Item 4 of the Schedule to this Enrolment Contract.
- 1.3. **Fees and Charges** means:
 - (a) the Enrolment Fees;
 - (b) the Tuition Fees; and
 - (c) such other amounts recoverable by the College, including but not limited to the Resource Fees, stationery and textbook fees, uniform fees, bus service fees, VET fees and fees paid for the supply of goods and services to the Student, such as study programs, excursions, activities and camps;
 - (d) medical and ambulance expenses incurred on behalf of the Student that are not covered by College insurance; and
 - (e) all costs and expenses incurred by the College as a result of your failure to comply with any condition of this Enrolment Contract, including but not limited to the costs incurred by the College in seeking to recover any debts or otherwise enforce its rights, including without limitation, the costs of any collection agents and legal costs.
- 1.4. **Principal** means the Principal of the College from time to time.
- 1.5. **Resource Fees** means the fee(s) payable in respect of all students to cover the costs incurred in providing compulsory curriculum materials and equipment.
- 1.6. **Student** means the person or persons described in Item 2 of the Schedule to this Enrolment Contract.
- 1.7. **Tuition Fees** means the tuition fees charged at the beginning of each academic year and as outlined in the 'Pinnacle College Tuition Fee Schedule' as amended from time to time.

2. INTERPRETATION

In this Enrolment Contract, except where the context requires otherwise:

- 2.1. words importing the singular include the plural and vice versa;
- 2.2. headings are for convenience only and do not affect interpretation of this document;
- 2.3. a reference to a clause or schedule is a reference to a clause or schedule of this document and a reference to an item is a reference to an item in the schedule;
- 2.5. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Enrolment Contract; and
- 2.6. if the Parent/Guardian named in this Enrolment Contract is made up of more than one person, or a term used in this Enrolment Contract is to apply to more than one party:

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- 2.6.1. an obligation of those persons is joint and several (including without limitation each payment obligation);
- 2.6.2. a right of those persons is held by each of them severally;
- 2.6.3. unless otherwise specified, any other reference to those parties of that term is a reference to each of those persons separately; and
- 2.6.4. a reference to "you", "your" or "Parents/Guardians" is a reference to each Parent/Guardian.

3. TERM

This Enrolment Contract shall commence on the Commencement Date and continue until either the Student completes their schooling, or in accordance with clause 8.

4. STUDENT ENROLMENT AND LEARNING

- 4.1. In enrolling the Student, you agree to enter into this Enrolment Contract in the utmost good faith.
- 4.2. You agree to advise the College of any matters that pertain to the education, physical or psychological development of the Student, and update us as to any change to this information or any change in the family contact and medical details held by the College in relation to the Student, in a timely manner.
- 4.3. The College will review each application on a merits basis that considers academic results and/or interview. The school's management may reject an application at its discretion. Notice of this decision will be provided to the family once it has been made.
- 4.4. Promotion from year to year and retention in the College depends upon academic and behavioral progress and conduct of the student and is covered in the relevant [Scholarship, award and Promotion Policy](#).
- 4.5. The following applies to Secondary (Years 7-12). The purpose of the Entrance Exam Scholarship is to recognise academic achievement as students enroll at Pinnacle College. (Students will become eligible based on the results of the ACER General Ability Test (AGAT)).
- 4.6. The purpose of the Academic Achievement Scholarship is to reward exceptional academic achievement, and the consistent hard work and effort which goes toward achieving such results.
- 4.7. Pinnacle College is proud to offer scholarships to Year 12 graduates that have shown exceptional academic achievement in their final year of schooling at the College.
- 4.8. The College may at its discretion observe, discuss and implement individual learning plans for students that require further adjustments to access the curriculum or support their development in line with recommendations from health professionals. You will be notified of any such arrangements and must make time to attend the College at the College's request to discuss the planning, preparation and review of adjustments and learning plans in accordance with the relevant curriculum guidelines. These adjustments may address psychological, behavioural, social, emotional and other areas of the Student's functioning.
- 4.9. Support services including learning support, counselling, career counselling and/or mentoring will be provided to students at the College's discretion. By agreeing to this Enrolment Contract, you consent to these support services being provided until such consent is retracted in writing.

5. STUDENT BEHAVIOUR AND RESPONSIBILITIES

- 5.1. You accept all policies of the College and shall ensure that the Student abides by and supports them.
- 5.2. You acknowledge that the continued enrolment of a Student is subject to her or his good conduct and satisfactory performance as outlined in our policies ([School policies](#) are accessible to you via the College website).
- 5.3. As a condition of enrolment, you agree to be bound by the College Code of Conduct in relation to your behaviour and the Student's behaviour while on College grounds or at College events. In the event that a Parent/Guardian engages in a serious contravention of the College Code of Conduct, they may be banned from entering College grounds or attending College events at the discretion of the Principal, as ratified by the Board of the College.
- 5.4. You acknowledge that certain items are prohibited and must not be brought to school in accordance with the School Behaviour Policy. The College reserves the right to search the Student's belongings and/or person and this may extend to electronic devices of the Student.
- 5.5. You agree to abide by the terms of the School Uniform and Appearance Policy and ensure that the Student's uniform is worn correctly and is kept in good repair.

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- 5.6. You must notify the College of any absence by the Student. Where the Student is absent for more than 25 school days without explanation, the College may review the Student's enrolment and may be required to report such absences to the relevant government agencies under mandatory reporting regulations.
- 5.7. For an overseas trip, you must complete a "Student Leave Form" which must subsequently be approved by the school administration before travel arrangements are made.
- 5.8. You agree to provide consent for a Student to participate in any excursion held for the purpose of furthering the study of any course or subject taught by the College, or as part of a program of tutorial activities or for any other purpose approved by the Principal, provided that the excursion/incursion/camp or other school activities will be under the care and direction of a teacher or teachers of the College.
- 5.9. The College is responsible for the care of the Student on its premises or at school excursions on school days from 8.30 am until 3.45 pm. Parents/Guardians are responsible for the supervision and safety of the student outside of these hours.
- 5.10. Where a Student misbehaves in excursions or in-school activities, the College may exclude the Student from similar activities or implement other disciplinary actions as outlined in the Behaviour Management Policy.
- 5.11. You consent that the Student may watch a 'PG' rated film for the purpose of learning and/or entertainment.
- 5.12. Where the College reasonably considers necessary, you agree that the Student may be taken for emergency treatment to a hospital or doctor (or ambulance called), or may be given first aid. The treatment may involve obtaining blood transfusions or administering injections or head lice check carried out by appropriately trained personnel.
- 5.13. Where medical treatment is provided pursuant to clause 5.12, you indemnify and hold harmless the College against any liability, loss or damage caused by the administration and direction of such medical treatment and agree to pay any Fees and Charges incurred in connection with such treatment, including but not limited to ambulance service fees.

6. FEES AND CHARGES

- 6.1. In signing this Enrolment Contract, you acknowledge and agree that you shall pay the Fees and Charges when they become due and payable, in accordance with this Enrolment Contract and in a manner provided for in clause 6.2.
- 6.2. Payment of Fees and Charges may be made using any of the following payment methods:
 - 6.2.1. Direct Debit;
 - 6.2.2. Direct Deposit – Electronic Funds Transfer (**EFT**);
 - 6.2.3. Cash;
 - 6.2.4. EFTPOS; or
 - 6.2.5. Centrepay.
- 6.3. All Fees and Charges are determined by the College from time to time and are subject to amendment at the discretion of the College. The College shall provide you with 14 days written notice of any amendment to the Fees and Charges.
- 6.4. You acknowledge and agree to make payment of all Tuition Fees for the following school year by the end of Term 3 of each year, or where a payment plan has been pre-arranged with the College, in accordance with that payment plan.
- 6.5. The enrolment of the Student at the College shall not proceed, and the Student cannot commence attendance at the College, unless and until the Enrolment Fee has been paid to the College in full.
- 6.6. By signing this Enrolment Contract, you warrant that:
 - 6.6.1. you have the capacity to pay to the College all Fees and Charges in respect of the Student; and
 - 6.6.2. you intend to pay the Fees and Charges to the College as and when they become due and payable.
- 6.7. The warranty given in clause 6.6 shall be deemed to be repeated by you on the first day of each new school term until the Termination Date.
- 6.8. Should you fail to pay an invoice/statement for Fees and Charges by the due date, you will incur an administration fee as determined by the College from time to time ("**Administration Fee**"). You acknowledge that the Administration Fee is a genuine pre-estimate by the College of the loss that it would suffer if an invoice/statement is not paid by the due date.

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- 6.9. No remission of Fees and Charges, either in whole or in part, will be made if the Student is absent due to illness, unless such remission is approved by the Principal in his or her absolute discretion.
- 6.10. If you are having difficulties in paying your Fees and Charges, please speak to the College immediately to avoid further action being taken.

7. DISCIPLINE/SUSPENSION

- 7.1. You acknowledge and agree that the Principal may, in his or her absolute discretion, suspend a Student from the College where:
 - 7.1.1. the Student breaches the rules or disciplinary directions by the College;
 - 7.1.2. the Student or the Parent/Guardians (jointly or severally) fail to comply with the terms and conditions of this Enrolment Contract; or
 - 7.1.3. if the College discovers that the Student had engaged in conduct before commencing at the College where such conduct would warrant suspension or dismissal had the conduct occurred after the Student had commenced.
- 7.2. A decision by the Principal pursuant to clause 7.1 to suspend the Student does not constitute a waiver of the College's rights to dismiss the Student or terminate this Enrolment Contract pursuant to clause 8.
- 7.3. During any period of time in which the Student is suspended pursuant to clause 7.1, you agree to continue paying the Fees and Charges as and when they fall due in accordance with the terms of this Enrolment Contract.

8. TERMINATION

- 8.1. This Enrolment Contract shall be terminated on the earlier of the following dates:
 - 8.1.1. the Student completing Year 12;
 - 8.1.2. withdrawal of the Student pursuant to clause 8.3; or
 - 8.1.3. termination of this Enrolment Contract pursuant to clause 8.2, ("**Termination Date**").
- 8.2. You acknowledge and agree that the Principal may, in his or her absolute discretion, dismiss a Student from the College where:
 - 8.2.1. the Student breaches the College's rules and regulations or codes of conduct;
 - 8.2.2. the Student fails to make satisfactory progress;
 - 8.2.3. the Student and/or the Parent/Guardian possesses, uses or distributes any illicit drugs (including illicitly using and distributing prescription drugs) or otherwise engages in behaviour that violates the College's Behaviour Management Policy;
 - 8.2.4. the Student and/or the Parent/Guardian (jointly or severally), fails to comply with the terms and conditions of this Enrolment Contract, including but not limited to failing to pay the Fees and Charges, failing to provide information or providing false, misleading or inadequate information;
 - 8.2.5. the Student engages in conduct which is contrary to the College's values and/or conduct which impugns the name of the College in the public domain; or
 - 8.2.6. dismiss the Student where there has been a breakdown of the relationship of cooperation and trust between the Parent/Guardian of a student and the College.
- 8.3. You may withdraw the Student from the College upon providing at least five (5) weeks' written to the Principal ("**Termination Notice**"). Upon receipt of a Termination Notice, an exit form will be forwarded for your completion and you may be invited to an exit interview with the Principal.
- 8.4. If you fail to provide a Termination Notice, the College shall issue an invoice equivalent to five weeks of Tuition Fees in lieu of such notice.

9. CONSEQUENCES OF TERMINATION

Where this Enrolment Contract is terminated for any reason pursuant to clause 8:

- 9.1. the Student must permanently cease attendance at the College at the date determined by the Principal;

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- 9.2. you must continue to pay the Fees and Charges as they fall due for the remainder of the school term in which the Student was dismissed (as applicable);
- 9.3. there will be no remission of Fees and Charges, either in whole or in part, for the then current school term, unless such remission is approved by the Principal in his or her absolute discretion;
- 9.4. any College-owned device (including but not limited to any laptop computers or electronic tablets) and any other College property that had been given to the Student ("**College Property**") must be returned to the College within 7 days of the Termination Date; and
- 9.5. where any College Property is not returned, or is returned damaged, broken or non-functional, you will reimburse the College for the reasonable cost in replacing the item and such costs will become part of the Fees and Charges payable by you in accordance with clause 6.

10. PARENT/GUARDIAN RIGHTS

- 10.1. The College will proceed and act on the basis that each of the Student's Parents/Guardians have equal rights and responsibilities in relation to the Student and will rely on the authority of either Parent/Guardian in connection with matters concerning the Student unless either:
 - 10.1.1. the College is supplied with a Court Order or written authorisation signed by both Parents/Guardians which provides otherwise; or
 - 10.1.2. the College in its sole discretion is satisfied in all of the circumstances that there is a good reason to vary the arrangement and has advised the Parent/Guardians in writing of its intention to do so.
- 10.2. The Parent/Guardians warrants to the College that they are the sole legal guardians of the Student and are authorised to enrol the Student at the College. If this situation changes, the Parent/Guardian will immediately provide the College with written notice detailing the change, in addition to written consent from any other legal guardian of the Student to the Student's enrolment, or continued enrolment. The Parent/Guardian indemnifies the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parent/Guardian.
- 10.3. The College may refuse to enrol or suspend or terminate the enrolment of the Student if the Principal has been provided with information which he or she considers to be inadequate or inaccurate regarding legal guardianship of the Student.
- 10.4. For the avoidance of doubt, the obligations under this Enrolment Contract including the requirement to pay the Fees and Charges shall continue irrespective of any changes to the relationship between you and your co-signatory or any court order between you or any child support arrangements or any other arrangements between you. If you sign this Enrolment Contract and payment is subsequently made by the other signatory or by a third party, you still remain jointly and severally responsible for all Fees and Charges while the Student remains enrolled.
- 10.5. In the event only one Parent/Guardian signs this Enrolment Contract and agrees to be liable for the fees, the other Parent/Guardian may be asked to sign a Consent to Enrol form to confirm they consent to their child being enrolled at the College.

11. SOCIAL MEDIA & PROMOTIONAL MATERIAL

- 11.1. You agree that you will not commence and will ensure the Student does not commence any social media "page" or "group" which uses the College name or any part of the name, or implies association with the College unless it is set up with the express permission of the Principal or their nominee, and one of the administrators for the "page" or "group" is (and remains) a College Staff member nominated by the Principal.
- 11.2. You acknowledge and agree that the College may publish photographs of the Student and/or samples of work completed by the Student and use the still/running images and/or voice of the Student for promotional or educational purposes. This could include but is not limited to school newsletters (online and in hard copy), the College internet or intranet websites, school magazines, yearbook, local or community newspapers, banners, media releases, TV/radio programs/advertisements and the College Social Media.
- 11.3. For SACE purposes, students' presentations may be photographed/filmed. You acknowledge and agree that personal data provided may be used and retained by the College for government authorities, marketing, debt collection and educational purposes.

12. RELEASE OF PERSONAL INFORMATION

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- 12.1. The College may give information about the Parent/Guardian to a credit reporting agency for the following purposes:
 - 12.1.1. to notify other credit providers of a default by the Parent/Guardian; and
 - 12.1.2. to facilitate the collection of amounts outstanding in the Parent/Guardians account.
- 12.2. The Parent/Guardian consents to the College being given a consumer credit report to collect overdue payment on commercial credit.

13. INDEMNITY

You acknowledge and agree to:

- 13.1. indemnify the College against any claim, cost, damage or suit which another party brings against the College arising out of the Student failing to comply with the College's rules and conditions or any reasonable direction of a school employee while at the College or travelling to or from the College; and
- 13.2. be responsible for the cost of any damage caused to College property by the Student.

14. VARIATIONS

The College may amend this Enrolment Contract at any time as required by providing you with 14 days written notice. Any such variations will be communicated to all Parents/Guardians with children enrolled at the College. Failure to terminate this Enrolment Contract shall be considered as deemed acceptance of the amendments of this Enrolment Contract upon the commencement of the following school term.

15. GOVERNING LAW AND JURISDICTION

The laws applicable in South Australia govern this Enrolment Contract. The parties submit to the non-exclusive jurisdiction of the courts of South Australia and any courts competent to hear appeals from those courts and waive any right to object to any proceeding being brought in those courts.

16. SURVIVAL

The representations, warranties, the requirements of clause 6 and obligations required to be performed following the Termination Date shall survive the termination of this Enrolment Contract. Any other provision by its nature intended to survive expiry or termination of this document survives expiry or termination of this Enrolment Contract.

17. SEVERANCE

If any part of this Enrolment Contract is invalid or unenforceable, this Enrolment Contract does not include it. The remainder of this Enrolment Contract shall continue in full force.