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# Investigator College General Terms and Conditions of Enrolment

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## 1 Definitions

*For the purpose of this agreement, unless any contrary intention appears:*

- a. "School" shall mean Investigator College Incorporated and its respective teachers, officers, employees, agents and contractors.
- b. "Parent" shall mean the person or persons who have legal custody or guardianship of the child, or any person authorised to act on behalf of the parent.
- c. "Student" shall mean any child currently enrolled at the School.
- d. "Term" shall mean a School Term as specified by the School.
- e. "School Fees" shall mean the Fees and Levies charged to the Parent(s) by Investigator College Incorporated in exchange for the Services it performs, as outlined in section 4(a) of this agreement.
- f. "Services" shall mean all Services supplied by Investigator College Incorporated as outlined in clause 3 of this agreement.
- g. "Contract" includes the Enrolment Contract, Payment of Fees Schedule, and the Terms and Conditions, contained herein.
- h. "College website" address is [www.investigator.sa.edu.au](http://www.investigator.sa.edu.au)
- i. "Payment Agreement" shall mean the completion, signing and return of the 'Payment Agreement' form setting the terms of payment, amount and frequency. Alternatively, it shall mean a payment agreement made with an Account Manager setting the terms of payment, amount and frequency.

## 2 Offer and Acceptance

- a. The Parent's signature on the Enrolment Contract together with the payment of the non-refundable Enrolment Acceptance Fee shall constitute acceptance of the terms and conditions contained herein.
- b. If more than one Party enters into this agreement, each Party shall be jointly and severally liable for all payments of the School Fees as apportioned on the Tuition Fees Schedule.
- c. Once accepted, these terms are binding, and this agreement may only be altered or revoked with the written approval of the School.
- d. Parent(s) will immediately advise the School of any change to their contact and/or family details or any other change in circumstances that affects the Terms and Conditions contained in this Enrolment Contract.

## 3 Services

- a. Services include all Services performed by the School in relation to providing an education to the Student, and shall include, but not be limited to, extra-curricular activities such as camps, excursions, sports carnivals and private music lessons.
- b. Services will also include any incidental supply of goods including, but not limited to, textbooks, instruments, uniforms and stationery.
- c. Services will be provided by the School to the Student for the period of the Terms as outlined by the School.
- d. In the case of a medical emergency, I / we authorise the School to take whatever action it deems necessary to provide the student with appropriate medical care, and we indemnify the School against any costs incurred by doing so.

## 4 School Fees

- a. The School Fees will be set by the College Board from year to year, and outlined in the Fee & Support Structure leaflet provided to the Parent by the School.
- b. Additional fees may be charged to cover the cost of extra-curricular activities, as arranged from time to time by the School, or as requested by the Parent, and are subject to section 5(e) of this agreement.

## 5 Payment

- a. Payment of the Enrolment Acceptance Fee is required to confirm acceptance of the offer of an enrolment at Investigator College. The Enrolment Acceptance Fee will be credited to the tuition fee account once the Student has commenced Reception at Investigator College. However, the acceptance fee is non-refundable in the event that the enrolment is cancelled by the Parent(s).
- b. All Building Fund donations are tax deductible and non-refundable.
- c. The School will be paid in accordance with the Fee & Support Structure leaflet supplied to the Parent(s) by the School. This information is also available on the College website.
- d. Tuition and associated charges not paid, or without a Payment Agreement in place, prior to the first day of school will be deemed to be in arrears.
- e. Additional Services charged on the fee account are payable by the end of the month in which they first appear on a statement. Payment to cover the cost of other extra-curricular activities will be due and payable before commencement of the activity.
- f. Payment may be made by cash, cheque, credit card, EFTPOS, direct debit or any other method agreed with the School.

- g. Any amounts held in credit can only be used for educational expenses within the School.
- h. If there is an overpayment of the School Fees or Services, the School reserves the right to return the funds to any payee.
- i. The School will be notified immediately should there be a change in circumstances, which will affect the ability of the Parent(s) to fulfil their financial obligations to the School.

#### **6 Privacy Policy**

- a. The School is bound by the Australian Privacy Principles contained in the Commonwealth Privacy Act and will collect, use and retain personal information in accordance with those Principles.
- b. By signing this agreement we acknowledge that we have read, and fully understand the privacy policy of Investigator College, which is available on the College website along with the Standard Collection Notice.

#### **7 Limitation of Liability**

- a. The School will not be liable for any loss or damage to the personal property of the Parent or Student arising as a result of the School performing the Services in part, or at all.

#### **8 Cancellation of Enrolment**

- a. Investigator College reserves the right to decline a pending Enrolment Contract, should there be inadequate placements available within the specified Year Level of Entry. A roll over of Enrolment Year may be negotiated at the time.
- b. At its sole discretion, the School reserves the right to suspend a Student temporarily or permanently for any breach of School policy.
- c. The School shall not be liable for any direct, indirect, special, or consequential loss or damage arising from the School exercising their rights under this agreement.
- d. The enrolment of the Student may be cancelled by the enrolling Parent(s) giving a minimum of 10 school weeks' written notice in advance. For those children who have not yet commenced as Students of the School, enrolling Parent(s) are required to give a minimum of 20 school weeks' written notice in advance. Failure to give the required notice will incur a fee equal to 10 weeks' tuition fees.
- e. Any refunds due and payable will be made to the person(s) responsible for the payment of the School Fees.

#### **9 Default**

- a. If School Fees are not paid to the School when they become due, the School reserves the right to suspend or terminate the Student's enrolment and the enrolment of the Student's siblings.
- b. Should a payment for Services remain in arrears:
  - 1. The School reserves the right to suspend or terminate the supply of Services to the Student(s);
  - 2. The School will not be liable to the Parent for any loss or damage incurred, either directly or indirectly, arising from the School exercising its rights under this clause.
- c. An Administration Charge, equal to the credit card rate offered by the National Australia Bank determined in January of the current year, will be charged on amounts overdue prior to the current year. This charge shall accrue at such a rate until payment in full is received.
- d. The Parent(s) will be responsible for any additional costs associated with recovery of the outstanding amounts, including but not limited to the cost of a solicitor, and any cost incurred by the School's nominated debt collection agency.

#### **10 General Terms**

- a. The School assumes no responsibility for changes in State or Commonwealth legislation which may affect the supply of Services under this agreement.
- b. The School reserves the right to review these terms and conditions at any time. The documents are available from the office or on the College website.
- c. If any Terms or Conditions contained in this document are found to be unenforceable for reasons of validity or legality, the remaining provisions shall not be affected in any way whatsoever.

#### **11 Cross Campus Travel**

I/we understand that from time to time School events are held at Goolwa, Victor Harbor or Currency Creek Campus, and attendance by all Students and staff is required (e.g. Easter Chapel, Sports Day, Whole School Assemblies, Special Events). By signing this agreement, I/we give permission for our child to travel by bus between campuses for such events.

#### **12 Photography**

Information relating to your child such as academic, cultural, sporting, life achievements, student activities, other news and photographs may be publicly published through mediums including, but not limited to: College newsletters, website, social media, brochures, Year Book, newspapers, magazines and/or announced at various College forums. From time to time external parties (e.g. television stations) will ask to take their own film/photography of students for external use - only in these circumstances will a separate permission will be obtained.