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# Terms and Conditions of Enrolment | Investigator College

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## 1 Definitions

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

- a. "Additional Fees" means all amounts, other than the Annual Fee, charged to the Applicant by the College and includes specialist subject materials expenses, library fees and extra-curricular activities.
- b. "Annual Fee" will be comprised of a Tuition Fee, a Capital Development Levy and a Stationery Charges and Textbook Costs fee each of which is set out in the Fee & Support Structure document prepared by the College for each calendar year.
- c. "Applicant" means the person or persons who have completed the Enrolment Application and have legal custody or guardianship of or are financially responsible for the Student, and any person authorised to act on behalf of the Applicant.
- d. "College" means Investigator College Incorporated and its respective teachers, officers, employees, agents and contractors.
- e. "College Fees" means all amounts charged to the Applicant by the College in exchange for the Services the College provides and includes the Annual Fee and the Additional Fees.
- f. "College website" address is [www.investigator.sa.edu.au](http://www.investigator.sa.edu.au).
- g. "Contract" is, once the Enrolment Application is accepted by the College and the Student is enrolled, comprised of the Enrolment Application, the Fee & Support Structure document prepared by the College for each calendar year and these Terms and Conditions of Enrolment.
- h. "Enrolment Acceptance Fee" means the fee of \$300 payable per Application.
- i. "Family Account" means the account for the Student (or Students at the discretion of the College) with the College for the payment of Additional Fees.
- j. "Payment Agreement" means the completion, signing and return of the College's 'Payment Agreement' form setting out the terms of payment, amount and frequency. Alternatively, it means a payment agreement made with an Account Manager of the College setting out the terms of payment, amount and frequency.
- k. "Services" means all services supplied by the College as outlined in clause 3 of this Contract.
- l. "Student" means the student named in the Enrolment Application.
- m. "Term" means a period of teaching as specified by the College.

## 2 Offer and Acceptance

- a. The Applicant's signature on the Enrolment Application together with the payment of the non-refundable Enrolment Acceptance Fee constitutes an offer by the Applicant to accept Contract.
- b. If more than one Applicant enters into this Contract, each Applicant is jointly and severally liable for all payments of the College Fees and the College may recover the College Fees and costs under clause 9(d) of this Contract below from either or both (or all) Applicants.
- c. If an Enrolment Application is accepted by the College and the Student is enrolled at the College, this Contract is binding and may only be altered or revoked with the written approval of the College.
- d. The Applicant will immediately advise the College of any change to their contact and/or family details or any other change in circumstances that affects this Contract.

## 3 Services

- a. Services include all Services performed by the College in relation to providing an education to enrolled Students, and include, but are not limited to, extra-curricular activities such as camps, excursions, sports carnivals and private music lessons.
- b. Services also include any incidental supply of goods including, but not limited to, textbooks, instruments, uniforms and stationery.
- c. Services will be provided by the College to enrolled Students for the period of the Terms as identified by the College.
- d. In the case of a medical emergency, the Applicant hereby authorises the College to take whatever action the College deems necessary to provide the Student with appropriate medical care, and the Applicant indemnifies the College against any costs incurred by doing so.

## 4 College Fees

- a. The Annual Fees will be set by the College's Board from year to year, and outlined in the Fee & Support Structure document provided to the Applicant by the College.
- b. Additional Fees may be charged via the Family Account and are subject to clause 5(f) of this Contract.

## 5 Payment

- a. Payment of the Enrolment Acceptance Fee is required to accompany an Enrolment Application. If the Enrolment Application is accepted and the Student is enrolled at the College, the Enrolment Acceptance Fee will be credited to the Student's Family Account once the Student has commenced Reception at the College. However, the Enrolment Acceptance Fee is non-refundable in the event that the Enrolment Application is rejected or enrolment is cancelled by an Applicant.

- b. All Building Fund donations are tax deductible and non-refundable.
- c. The College will send an invoice for the Annual Fee to the Applicant in accordance with the Fee & Support Structure leaflet supplied to the Applicant by the College. This information is also available on the College website.
- d. Payment of the Annual Fee is due on or before the first day of the first Term of the year.
- e. Any amount of the Annual Fee not paid, or without a Payment Agreement in place, prior to the first day of the first Term of the year will be deemed to be in arrears.
- f. Additional Fees will be charged to the Applicant by way of monthly statement of the Family Account due and payable by the end of the month in which the statement is received by the Applicant. Payment to cover the cost of selected extra-curricular activities will be due and payable separately before commencement of the activity.
- g. Payment may be made by cash, cheque, credit card, EFTPOS, direct debit or any other method agreed with the College.
- h. Any amounts held in credit can only be used for educational expenses within the College.
- i. If there is an overpayment of the College Fees or Services, the College reserves the right to return the funds to the payee.
- j. The College will be notified immediately should there be a change in circumstances, which will affect the ability of the Applicant to fulfil their financial obligations to the College.

## **6 Privacy Policy**

- a. The College 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 Contract the Applicant acknowledges that they have read, and fully understand the privacy policy of the College, which is available on the College website along with the Standard Collection Notice.

## **7 Limitation of Liability**

- a. The College will not be liable for any loss or damage to the personal property of an Applicant or Student arising as a result of or in connection with the College's acts or omissions in connection with the Services in part, or at all.

## **8 Cancellation of Enrolment**

- a. The College reserves the right to decline a pending Enrolment Application, including but not limited to where there are 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 College reserves the right to suspend a Student temporarily or permanently for any breach of College policy.
- c. The College is not liable for any direct, indirect, special, or consequential loss or damage arising from the College exercising their rights under this Contract.
- d. The enrolment of a Student who has commenced attendance at the College may be cancelled by an Applicant giving a minimum of 10 weeks' written notice of intention to cancel in advance. For those Students who have not yet commenced attendance at the College, an Applicant is required to give a minimum of 20 weeks' written notice of intention to cancel in advance. Where there is more than one Applicant, written notice of an intention to cancel enrolment may be given by either (or any) Applicant. Failure to give the required notice will incur a fee equal to a quarter of the Tuition Fees for the relevant year representing approximately the Tuition fees for one Term and all .
- e. No suspension, cancellation or termination of enrolment for any reason will cause the Capital Development Levy, Stationery Charges and Textbook Costs fee or Additional Fees to be refunded.
- f. Any refunds of Tuition Fees will be made to the Applicant.

## **9 Default**

- a. If College Fees are not paid to the College when they become due, the College reserves the right to suspend or terminate the Student's enrolment and the enrolment of any other Student on the same Family Account.
- b. Should College Fees remain in arrears:
  1. The College reserves the right to suspend or terminate the supply of Services to the Student(s);
  2. The College will not be liable to the Applicant for any loss or damage incurred, either directly or indirectly, arising from the College exercising its rights under this clause.
- c. An administration charge, equal to the Business Finance Base Rate offered by the National Australia Bank plus 4.5% determined on 1 January of the current year, will be charged on College Fees overdue prior to the current year. This charge will accrue at such a rate until payment in full is received.
- d. The Applicant will be responsible for any additional costs associated with recovery of the outstanding College Fees, including but not limited to the reasonable costs of a solicitor, and any cost reasonably incurred by a debt collection agency acting on behalf of the College.

## **10 General Terms**

- a. The College assumes no responsibility for changes in State or Commonwealth legislation which may affect the supply of Services under this Contract.
- b. The College reserves the right to review and revise these Terms and Conditions of Enrolment. Changes to these Terms and Conditions will be provided to the Applicant and made available on the College Website one Term before they take effect to existing Contracts. The Terms and Conditions of Enrolment, including any revised terms, are available from the College office or on the College website.

- c. If any Terms or Conditions of Enrolment contained in this document are found to be unenforceable for reasons of validity or legality, the remaining provisions will not be affected in any way whatsoever.

**11 Cross Campus Travel**

In entering this Contract the Applicant understands that from time to time College 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 College Assemblies, Special Events). By signing this Contract, the Applicant gives permission for the Student to travel by bus between campuses for such events.

**12 Photography**

In entering this Contract the Applicant acknowledges that information relating to the Student 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 from the Applicant will be sought.