

SEDA College (Victoria) Enrolment Agreement

Student Name
Entry Year
Year Level

CONDITIONS OF ENROLMENT (Subject to Change Without Notice. Revisions to Conditions of Enrolment will be published on MySEDA)

This document forms the basis of a legal contract between the Applicant/s and the College. If there is more than one Applicant each is bound by the Terms and Conditions under this Agreement including joint and several liability for payment of fees.

SECTION 1 – DEFINITIONS

- 1.1 **Applicant** means the person/s set out in the Enrolment Agreement, being the Parent/s and/or Guardian/s of the Student listed in the Agreement and if more than one, each of them jointly and severally.
- 1.2 **Conditions of Enrolment** means these Terms and Conditions of Enrolment, including any subsequent amendments made by the College.
- 1.3 **Enrolment Agreement** means the agreement forming part of these Terms and Conditions of Enrolment by which the Applicant agrees to be bound.
- 1.4 **Fees** means tuition and additional charges set out by the College and outlined in the annual Fee Schedule, available on our Website and on MySEDA.
- 1.5 **Fee Schedule** is the relevant Fee Schedule published annually by the College for Students.
- 1.6 **College Rules and Policies** means College Policies and Guidelines as detailed on our Website and on MySEDA.
- 1.7 **Principal** means the Principal of the College, or the Principal's authorised delegate.
- 1.8 **College** means SEDA College (Victoria),
ABN 39 612 321 865,
425 Riversdale Road,
Hawthorn East, Victoria, 3123, Australia.
- 1.9 **Website** means www.seda.vic.edu.au
- 1.10 **MySEDA** means the College's intranet site.

SEDA College Victoria

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HAWTHORN EAST | Melbourne | VIC | 3123
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w seda.vic.edu.au
e info@scv.vic.edu.au
p 1300 11 7332

1.11 **Student** means the student set out in the Enrolment Agreement.

SECTION 2 – EDUCATIONAL SERVICES AND CONTINUED ENROLMENT

- 2.1 The College provides educational services that are within the scope of the College's registration, being at the time of this document:
- Years 11 – 12 Victorian Certificate of Applied Learning (VCAL);
 - Vocational Education and Training (VET).
- 2.2 The provision of educational services does not in itself guarantee a specific student outcome or level of achievement. Any marketing prospectus produced by the College does not form part of the Enrolment Agreement.
- 2.3 In accepting the Enrolment Agreement, the Applicant agrees to comply with the College Rules and Policies which may be amended from time to time at the College's absolute discretion orally or in writing.
- 2.4 The continuing enrolment of a Student at the College is subject to compliance with these Conditions of Enrolment.
- 2.5 The College's Rules and Policies, except for the Parent Code of Conduct, Student Code of Conduct and the Student Fees Policy (available on the College Website), do not form part of the Enrolment Agreement.

SECTION 3 – APPLICANTS RESPONSIBILITIES

- 3.1 The Applicants agree that all persons that have parental and/or legal guardianship responsibility for the Student must accept this Contract 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 Principal, that he/she has sole legal responsibility for:
- a) the education and Enrolment of the Student; and
 - b) payment of all Fees.
- 3.2 The Applicants agree that the College may provide information relating to the Student including but not limited to, reports, newsletters and information regarding College activities, to all persons who have legal parental responsibility for the Student, whether or not those persons have accepted this Contract, unless documentary evidence stating otherwise, that is to the satisfaction of the Principal, is provided to the College.
- 3.3 The Applicants will take responsibility to ensure the Student and the Applicants will uphold the reputation of the College which includes, but is not limited to, the prevention of what the College would deem as inappropriate references or images, whether or not related to the College or members of the College community, being uploaded, distributed or displayed on the internet, social media or other mediums. This responsibility extends beyond the period of time that the Student is enrolled at the College and beyond the termination of this Contract.
- 3.4 The Applicants agree that they will be responsible for any loss, damage or liability incurred by the College arising in connection with any failure by the Student to comply with Rules and

Policies.

SECTION 4 – FEES

- 4.1 The Applicant shall be liable for payment of Fees and, if there is more than one Applicant, each of them are jointly and severally liable.
- 4.2 The Applicants agree that all Fees apply whilst the Student is enrolled at the College and that period includes any period in which the Student is absent from the College and any period in which the Student is suspended.
- 4.3 The Applicants acknowledge, and agree to be bound by, all conditions as set out in the Student Enrolment Policy and all conditions as set out in the Student Fees Policy including those conditions which nominate any part of the Fees as non-refundable.
- 4.4 The Applicants agree that the College may adjust Fees annually to reflect inflation, increased capital outlay and other costs incurred in the operation of the College.
- 4.5 Overdue Accounts may result in:
 - Late fees until payment is made in full.
 - A Student's enrolment being suspended until payment is made in full.
 - A Student being excluded from certain activities.
 - A Student being permanently excluded from the College.
 - Recovery legal action being taken against the Applicant for unpaid Fees and the costs of recovery being charged to Applicants.

SECTION 5 – WITHDRAWAL OF A STUDENT FROM THE COLLEGE

- 5.1 Written notice from the Applicant using a properly completed Student Exit Form must be provided to the College if the Applicant wishes to terminate this Contract.
- 5.2 The required period of notice of withdrawal is either:
 - a) if the Student is to leave at the end of a Term, notice must be given prior to the first day of that Term; or
 - b) if the Student is to leave during a Term, notice must be given prior to the first day of the preceding Term.
- 5.3 The Applicants agree that if the required notice is not given in writing to the College an official transfer note will not be issued (if the student is transferring to another College) until such time as the College deems all administrative requirements relating to the withdrawal of the Student has been dealt with.
- 5.4 The Applicants agree that Fee Paying Applicants will be charged Fees for the period that the Student is enrolled at the College and that pro-rata rates for Fees for that period will apply until the College receives from the Applicants the completed Student Exit Form. For further information regarding withdrawals please refer to the Student Fees Policy.

SECTION 6 – RULES AND DISCIPLINE

- 6.1** The continued enrolment of a Student is dependent on their behaviour being in accord with the College Rules and Policies, as amended from time to time including those which form part of the Enrolment Agreement.
- 6.2** 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.
- 6.3** Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the College) if in the opinion of the Principal the Student is found to have breached the College Rules and Policies or is found to have engaged in behaviour detrimental to the College, its staff or students.
- 6.4** If the Principal or his delegate suspends the Student, the Applicant shall be notified to that effect including the period for which the suspension shall operate.
- 6.5** If suspended, the Student shall not enter upon any of the College's grounds for any purpose during the period of suspension without the express permission of the Principal or his delegate and shall be the sole responsibility of the Applicant during such period.
- 6.6** The Applicant is expected to support the aims, objectives, ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct.
- 6.7** The College may, in its absolute discretion, determine when conduct of the Student warrants discipline and may apply such discipline as the College, in its absolute discretion, considers appropriate having regard to the Student Code of Conduct and other College Rules and Policies in force from time to time and the conduct of the Student.
- 6.8** The Applicant accepts that the College's disciplinary procedures include suspension from the College and immediate termination of the Student's enrolment under this Enrolment Agreement at the College's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees previously paid.
- 6.9** The Student Code of Conduct and Parent Code of Conduct are available on the College website and MySEDA.

SECTION 7 – ATTENDANCE

- 7.1** The Student must attend the College on the dates and between the hours advised by the College. In addition, the Student, and the Applicant if required, must attend and participate in all co-curricular activities which may be held on before or after normal College hours including but not limited to sporting activities, camps, excursions and special event days.

- 7.2 After holiday periods it is expected that the Student will join and return to College on the dates fixed for resuming unless permission is obtained from the Principal in writing.
- 7.3 The Student is not permitted to leave College at the end of Term until the published closing date unless permission is obtained from the Principal in writing.
- 7.4 It is the responsibility of the Applicant to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 7.5 The Student will not be able to attend College for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact or where a medical practitioner has recommended the Student not attend.
- 7.6 The Applicant will encourage the Student to take full advantage of curricular and co-curricular opportunities provided to further their education.

SECTION 8 – CONSENTS

- 8.1 This section applies to all programs and activities run by the College, both curricular and co-curricular, and any activities within the scope of activities expected of a Student of the College. This includes any travel undertaken in the course of, to or from College activities.
- 8.2 The Applicants agree that the College may act upon the instruction, direction or authority of either Applicant in regard to any issue regarding the Student, other than fee paying arrangements, without obtaining the consent of both Applicants unless, and to the satisfaction of the Principal:
 - a) a written consent to do otherwise is provided by both Applicants; or
 - b) a relevant court order is provided to the College.
- 8.3 The Applicant agrees that the Student may access the services of College specialists such as the Pathways Advisors or Student Connect Coordinators. The Applicant consents to those services being provided to the Student and for confidentiality between Student and specialist to be maintained without reference to the Applicant where the specialist deems that appropriate.
- 8.4 In the event of an emergency, including any medical emergency, pertaining to the Student, if the College is unable to contact either Applicant, or if the College considers it impractical to do so, the Applicants agree that the College may take such action and do such things as the College considers necessary or expedient for the health or welfare of the Student. The Applicant indemnifies the College for the cost of any such treatment.
- 8.5 The Applicant agrees that the College is not liable for any loss or damage to property of the Applicant or the Student including sporting equipment, electronic devices and clothing, caused by the Student, by other Students or by third parties other than the College.
- 8.6 The Applicant agrees to indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.
- 8.7 The Applicants consent to the College making, using, distributing and displaying photographic

and other recordings of the Student for the usual purposes of the College in:

- a) publications;
- b) website(s);
- c) other online; or
- d) printed or other mediums.

8.8 The Applicants and the Student agree to the Student being identified (where appropriate) in any material listed above, and that the College owns the copyright in all such materials. The Applicants and the Student assign and give all consents (including for the purposes of the Privacy Act), permissions and waivers of any rights that the Applicants and/or the Student may have in the material listed above, without any fee payable, to the College.

SECTION 9 – COLLECTION AND USE OF PERSONAL INFORMATION

9.1 The College collects personal information including sensitive information about Students and Applicants. The primary purpose of collecting this information is to provide the Education Services for the Student. Some of the information we collect is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care. This may include:

- contact details,
- medical/health information, and
- academic information.

9.2 The College will request from the Applicant on an annual basis updated contact details and other relevant information. Where requested, Applicants are required to check and confirm the information noted therein and advise the College of any changes, omissions and incorrect information.

9.3 The College from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes provision to other Colleges, government departments, Registered Training Organisations, medical practitioners, and people providing services to the College including specialist teachers, industry partners, volunteers and counsellors.

9.4 The Applicant/s acknowledges that the inability of the College to obtain or disclose personal information about the Student may affect the enrolment or continuing enrolment of the Student.

9.5 The College shall deal with such personal information pursuant to the College's Privacy Policy available on our Website and on MySEDA.

SECTION 10 – RISK AND INSURANCE

10.1 The Applicants agree that the College accepts no liability for loss or damage to Student property.

10.2 The College does not provide insurance for any Student property.

10.3 The Applicants agree that it is their responsibility to take out insurance for Student property if desired by the Applicants.

- 10.4 The College recommends that the Applicants take out appropriate health insurance for the Student.
- 10.5 The College provides limited personal accident insurance for the Student. The Applicants agree to take out additional insurances for the Student if desired.

SECTION 11 – COMMUNICATION

- 11.1 The Applicant/s will advise the College of any change in contact details and other personal information, within a reasonable time of the change, to the Registrar in writing. To request the relevant form please contact registrar@scv.vic.edu.au.
- 11.2 The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will make best endeavours to abide by such orders.
- 11.3 The Applicant agrees to provide any Family Law Orders, thereby enabling the College to understand any obligations imposed in relation to the information that can be provided to separated parents, such as intranet access.
- 11.4 The provision of misleading representation in relation to the guardianship of the Student or in relation to living arrangements may result in the College suspending or terminating the enrolment of the Student, including where the College is not satisfied that the Student is living with a responsible adult of good character who is adequately caring for the Student.
- 11.5 The Applicant agrees that, unless the College is supplied with Family Law Orders, a parenting plan or written authorisation signed by Applicants which provides otherwise, the College will proceed and act on the basis that each of the Student's parents has equal rights and responsibilities in relation to the Student. The College is entitled, by virtue of the Applicants' completion of enrolment under the Enrolment Agreement to assume they are the sole legal guardians of the Student and are authorised to enrol the Student at the College. If this situation changes, the Applicants will immediately notify the Principal in writing, detailing the change, and in addition provide written consent from any other legal guardian of the Student to the Student's enrolment, or continued enrolment.
- 11.6 The College will comply with its legal obligations but is not required to police or enforce Family Law Orders on behalf of parents. The Applicants agree to meet the College's costs in complying with all such Family Law Orders and matters.

SECTION 12 – GENERAL

- 12.1 This Agreement and all relevant Rules and Policies constitute the sole and entire agreement between the Applicants and the College in relation to the Enrolment of the Student and the ongoing provision of Educational Services for the Student.
- 12.2 Any warranty, representation, guarantee or other term or condition whatsoever, other than those in all relevant Rules and Policies, that is not contained in this Contract is excluded and is of no force or effect.
- 12.3 This Agreement does not remove the right of the Applicant to take action under Australian

Consumer Law.

12.4 The Agreement is governed by the laws of the State of Victoria, Australia.

ENROLMENT AGREEMENT ACKNOWLEDGMENT

I/We confirm that I/we have reviewed and understand the Enrolment Agreement. Agreement to the Terms and Conditions of the Enrolment Agreement is a requirement of continuing enrolment with SEDA College (Victoria).

Where each Applicant accepts a separate Enrolment Agreement in respect of the same Student, each Agreement will be read together as if they were one document and each Applicant will be jointly and severally liable for the payment of all College Fees. For more details please refer to the SEDA College (Victoria) Student Fees Policy on our website at www.seda.vic.edu.au.

This Agreement covers the duration of the Student's enrolment at the College (subject to clause 3.3).

	Mother/Guardian 1	Father/Guardian 2
Name	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>