



**T A M B E L I N**  
INDEPENDENT SCHOOL GOULBURN

**Tambelin Independent School Incorporated**

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### **Tambelin School Enrolment Conditions**

#### **1. Acceptance of Offer of Enrolment**

- 1.1 An offer of enrolment must be accepted by both Parents where appropriate unless the School agrees to waive this requirement. Upon acceptance of an offer, all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- 1.2 The acceptance of the offer must be accompanied by an enrolment fee of \$250.00.
- 1.3 If the student does not commence the enrolment, the enrolment fee will not be refunded unless the School, acting reasonably, agrees that there are special circumstances supporting a full or partial refund. A decision to enrol the student at another school will not, of itself, constitute special circumstances.
- 1.4 If the Parents wish to defer the entry of a student to a different calendar year to the initial request, the School will advise whether it is able to agree to this. If it is unable to agree, the Student will be placed on a waiting list for the requested year but enrolment cannot be guaranteed.
- 1.5 Enrolment is dependent on the School receiving the first term's fees in the year of entry not less than 4 months prior to the start of the term, or such shorter time agreed in writing by the School. If the fees are not received by the due date the enrolment will lapse.

#### **2. Conditional Enrolment**

- 2.1 All enrolments are at the discretion of the School and conditional upon the School being satisfied in its reasonable discretion that the Student's needs can be met by the School. The School may cancel the enrolment if it reasonably determines prior to the start of the enrolment that the Student's needs cannot be met.
- 2.2 The School may require Parents to provide reports and assessments necessary to determine the particular needs of the Student.
- 2.3 Competence in English is a pre requisite for enrolment. If the School considers that the English language capabilities of the Student are not sufficient it may require the Student to undergo an intensive English language course. If the required language level is not reached the School may decide that the enrolment should be cancelled.

#### **3. Progress of Student**

If the School reasonably considers that the progress of a Student is unsatisfactory and that it can no longer meet the Student's needs it may terminate the enrolment of the Student by giving not less than one term's notice.

#### **4. Fees and Charges**

- 4.1 The School Executive Committee determines the fees and charges that will be payable from time to time which are set out in a Schedule of Fees. The Schedule of Fees is revised regularly and may be amended each year. Where possible, the School will give not less than one (1) term's notice of any change to the Schedule of Fees.
- 4.2 Fees and charges are also levied for co-curricular activities, excursions, sport and camps.
- 4.3 The School may also incur expenditure for the Student's needs on behalf of the Parents as it reasonably considers necessary, which may be added to the Parents' school account.
- 4.4 All medical expenses reasonably incurred on behalf of a Student must be reimbursed by the Parents.
- 4.5 All fees and charges must be paid on or before the due date set out in the fees notice.
- 4.6 If fees and charges are not paid within 30 days of the due date an overdue charge may be levied calculated on the amount outstanding from the due date. This charge reflects the reasonable administrative and financial costs of collecting the outstanding fees and charges which may be incurred by the School as a result of the late payment. The charges payable from time to time can be obtained from the School office.
- 4.7 While an invoice for fees and charges remains outstanding, the School may determine that the student will not be permitted to participate in any discretionary activity offered by the School (such as, sport, excursions, camps and local, interstate or overseas trips).
- 4.8 If fees and charges are not paid within 60 days of the due date the enrolment of the Student's enrolment may be terminated unless the School agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the enrolment of the Student being terminated without further notice.

- 4.9 Fees will not be remitted in whole or part if the Student is absent due to illness, leave or suspension.
- 4.10 If students are undertaking activities which incur extra fees or charges, not less than six (6) weeks' notice must be given to discontinue these activities or six (6) weeks' fees for these activities will be charged unless the School in its reasonable discretion agrees to waive some or all of these fees.

## 5. **Withdrawal of Students**

- 5.1 Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that Parents advise the School in writing of the name of the school the Student will be attending and the grade the Student will be entering at the new school.
- 5.2 Subject to 5.3, if Parents wish to withdraw a Student from the School, notice given must be not less than one full term's notice to expire at the end of a term.
- 5.3 If the School does not give at least one term's notice of an increase in the fees payable by the Parent/Carer, the Parents may withdraw the Student from the end of the term in which the notice of the Fee increase was given provided notice of withdrawal is given to the School within 30 days of the date on which the notice of the Fee increase was given.
- 5.4 If the required notice of withdrawal of a Student is not given and the School is not reasonably able to immediately fill the student's place for the relevant term the Parents must pay a School term's fees plus GST.

## 6. **Obligations of Students**

- 6.1 Students are required to have high standards of behaviour and:
- abide by the School Rules and Codes of Conduct as they apply from time-to-time,
  - behave courteously and considerately to each other and to staff at all times,
  - not do anything which may bring the School into disrepute, including in print and electronic media,
  - support the goals and values of the School,
  - attend and, if required, participate in assemblies, the School sports program, important school events such as Speech Day or other events determined by the Principal, and camps and excursions that are an integral part of the School curriculum,
  - wear the School uniform as prescribed including when travelling to and from school and follow conventional standards of appearance while at school in accordance with the School's guidelines and the expectation of the School community,
  - attend the School during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted.

## 7. **Obligations of Parents**

- 7.1 Parents:
- must accept and abide by the requirements and directions of the School Executive Committee and the Principal relating to the Student or students generally and not interfere in any way with conduct, management and administration of the School,
  - are required to support the goals, values and activities of the School, and
  - should view the School's parent portal (uEducate Us) on a regular basis and/or read the weekly Newsletter and announcements.
- 7.2 Parents must promptly advise the School:
- in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Application Form. Offers of enrolment may be cancelled if the School loses contact with the parent or mail is returned,
  - if the Student will be absent from the School due to ill health or other reason through uEducate Us.
  - in writing of any Orders or arrangements that affect the Student concerning custody or access, any change to them or any other orders or arrangements which were relevant to the Student's education and welfare and provide copies of any Orders to the School.
- 7.3 Parents also:
- must ensure the Student has each item of officially required uniform, clean and in good repair, and all other requirements such as textbooks and stationery,
  - should communicate with students, other parent/carer(s), visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the School from time-to-time and observe the Parent Code of Conduct,
  - should use their reasonable endeavours to attend parent-teacher interviews and parent forums and participate in courses offered by the School which are relevant to the Student's education,
  - must not disseminate inaccurate, misleading or defamatory information on social media to in relation to the School, staff, students or other members of the School community.

## 8. **Health and Safety**

- 8.1. Parents must advise the School as soon as reasonably practicable if they become aware of any special needs that the Student may have including, but not limited to, any medical, physical, psychological needs, or any changes to these needs.
- 8.2. Parents must complete and return to the School the required health form for the Student prior to the Student commencing at the School and provide updates if circumstances change or as required by the School from time to time.
- 8.3. If the Student is ill or injured, requiring urgent hospital and/or medical treatment ( including but not limited to injections, blood transfusions, surgery) and where a Parent is not readily available to authorise such treatment, the Principal or, in the Principal's absence, a senior staff member of the School, may give the necessary authority for such treatment. The Parents indemnify the School, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment except to the extent that such costs or expenses arise as a result of the reckless or negligent conduct of the School, its agents or employees.
- 8.4. Parents must observe School security procedures for the protection of students.
- 8.5. Students are responsible for their personal belongings and the School does not accept any responsibility for the loss or damage to those belongings.
- 8.6. The Principal or the Principal's 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.

#### 9. Programs and Activities

- 9.1. The School determines the educational and other programs and activities conducted at the School from time to time in its reasonable discretion.
- 9.2. The School may change its programs and activities and the content of these programs and activities without notice where reasonably necessary or desirable to do so.
- 9.3. The Student will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Principal agrees otherwise. Charges may be levied for these activities and will be payable unless the Student is unable to attend due to ill health or other good reason which makes it impossible for the Student to attend.

#### 10. Reports and Notices

The School will post academic reports and notices to the students file on uEducate Us. Written reports can be posted on request. Where Parent do not live together, reports and notices will be sent to both Parents at the address notified by them, unless:

- (a) there is an Order of the Court providing reports and notices to be sent to one Parent,
- (b) there is an agreement between the Parents that the reports and notices will be sent to one Parent, or
- (c) the School in its reasonable discretion considers that it is in the best interests of the Student that reports and notices should only be sent to one Parent.

#### 11. Leave

If the Parent/carer(s) wish to seek leave for the Student not to attend any School academic or co-curricular program or activity during a term, they must apply to the Principal. Leave will usually only be granted in most extreme circumstances.

#### 12. Suspension & Termination of Enrolment

- 12.1. The School may suspend or terminate the enrolment of a student at any time for reasons which may include, but are not limited to:
  - (a) a serious breach of the School's rules or Code of Conduct
  - (b) where a Parent has breached these Enrolment Conditions and the Parent Code of Conduct;
  - (c) conduct prejudicial to the reputation of the School or the well-being of its students or staff, and;
  - (d) where the Principal or School Executive Committee reasonably believes that a mutually beneficial relationship of co-operation and trust between the School and the Parents or a Parent has broken down to the extent that it adversely impacts on that relationship
- 12.2. The School will only exercise its powers under this clause to terminate the enrolment if it has provided the Student and their Parent(s) with details of the conduct which may result in a decision to terminate the enrolment and provided them with a reasonable opportunity to respond and where there has been procedural fairness.
- 12.3. The School may terminate the enrolment of the Student [without notice/ on 14 days' notice] if, either before or after the commencement of enrolment, the School finds the relevant particulars of the special needs of the Student have not been provided to the School or the particulars provided are materially incorrect or misleading, and the failure to provide that information has had a material effect on the School or the student's welfare or both.

#### 13. Court Orders

- 13.1. The Parents must provide accurate information to the School about any arrangement between Parents or Court Orders in relation to the Student at the time for applying for enrolment. The Parents must immediately notify the School of any new arrangements or changes to any previously communicated arrangements.
- 13.2. The Parents must immediately notify the School of any new Court Orders or changes to any previously communicated Court Orders.

14. **Privacy**

The Parent/guardian(s) acknowledge that they have read the School's privacy policy.

15. **Amendment of Terms and Conditions**

The School may alter the terms and conditions of enrolment at any time by giving not less than two (2) terms' notice to the Parents) in writing which shall apply to both current and future students and parent/guardian(s) from the date specified in the notice.

16. **Definitions**

In the terms and conditions:

**Parent(s)** means the parent/guardian(s) who entered into the contract of enrolment with the School.

**School** means Tambelin Independent School

**Student** means the student who is named in the contract of enrolment.