



Trinity College General Terms and Conditions of Enrolment

1. Definitions

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

- a. "College" shall mean Trinity College Gawler Incorporated and its respective teachers, officers, employees, agents and contractors.
- b. "Signatory" 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 **AND** who has signed the Enrolment Contract.
- c. "Student" shall mean any child currently enrolled at the College.
- d. "Term" shall mean a School Term as specified by the College.
- e. "School Fees" shall mean the Fees, Charges and Levies charged to the Signatory(ies) by the College in exchange for the Services it performs, as outlined in clause 4 of this agreement.
- f. "Services" shall mean all Services supplied by the College as outlined in clause 3 of this agreement.
- g. "Contract" includes the Enrolment Contract, Fees document, and the Terms and Conditions, contained herein.
- h. "College website" address is www.trinity.sa.edu.au.
- i. "Payment Agreement" shall mean a completed, signed and returned '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.
- j. "Arrears" shall mean prior dated School Fees not paid and/or no Payment Agreement received for current School Fees.

2. Offer and Acceptance

- a. The Signatory's(ies) signature(s) 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 Fees document.
- c. Once accepted, these Terms and Conditions are binding, and this agreement may only be altered or revoked with the written approval of the College.
- d. The Signatory(ies) will immediately advise the College of any change to their contact and/or family details, the student's educational needs or any other change in circumstances that affects the Terms and Conditions contained in this Enrolment Contract.
- e. If School Fees are in Arrears, the College reserves the right to withhold an offer of any future enrolment(s) and/or terminate any accepted future enrolment(s).

3. Services

- a. Services include all Services performed by the College in relation to providing an educational opportunity to the Student, and shall include, but not be limited to, Out of School Hours Care (OSHC), Montessori, extra curricular activities such as camps, excursions, sports, sports carnivals, music and private music lessons.
- b. Services will also include any incidental supply of goods including, but not limited to, computer equipment, textbooks, instruments, uniforms and stationery.
- c. Services will be provided by the College to the Student for the period of the Terms as outlined by the College.
- d. In the case of a medical emergency, I/we authorise the College to take whatever action it deems necessary to provide the student with appropriate medical care, and I/we indemnify the College 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 Fees schedule provided to the Signatory(ies) by the College. This schedule is also available on the College website.
- b. Additional fees may be charged to cover the cost of extra curricular activities, as arranged from time to time by the College or as requested by a Signatory, and are subject to clause 5(c) of this agreement.

5. Payment

- a. The College will be paid in accordance with the Fees schedule supplied to the Signatory(ies) by the College. This schedule is also available on the College website.
- b. Tuition and associated charges not paid or without a Payment Agreement in place prior to the Student's first scheduled day of school each year will be deemed to be in arrears.
- c. 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.
- d. Payment may be made by BPAY, cash, cheque, credit card, EFTPOS, direct debit or any other method agreed with the College.
- e. Accounts marked "Final" are to be paid in full within 28 days of the statement date.
- f. If there is an overpayment with respect to the School Fees or Services, the College reserves the right to return the funds to any payee.
- g. Any credit due as a refund will be allocated first to any monies outstanding to the College.
- h. Application for refund of the refundable Enrolment Guarantee must be made by submitting a completed Leaver's Clearance form within 12 months of the Student leaving the College. After 12 months, the funds will be transferred to the Foundation Building Fund.
- i. All College Building Fund donations are tax deductible and non-refundable.
- j. The College will be notified immediately should there be a change in circumstances which will affect the ability of the Signatory(ies) to fulfil their financial obligations to the College.

6. Cancellation

- a. At its sole discretion, the College reserves the right to suspend or expel a Student for any breach of College policy.
- b. The College shall not be liable for any direct, indirect, special, or consequential loss or damage, arising from the College exercising rights under this agreement.
- c. *i.* For those children who have commenced as Students of the College, the enrolment of the Student may be cancelled by the enrolling Signatory(ies) giving a minimum of 10 school weeks' written notice in advance. Failure to give the required 10 weeks' notice will incur a fee equal to 10 weeks' tuition fees at the Student's current year level.
- c. *ii.* Where the Contract of enrolment is entered into between the College and more than one Signatory and the child has commenced as a Student of the College, should a Signatory (the Cancelling Signatory) wish to cease to be a party to the contract but the other Signatory(ies) wish the enrolment to continue, the Cancelling Signatory must give written notice to the College and any other Signatory(ies) that he/she wishes to be removed as a party to the Contract. The Cancelling Signatory will then cease to be a party to the Contract at the expiration of 10 school weeks after the written notice is received by the College. The Cancelling Signatory will continue to be jointly and severally liable for all debts incurred on the fee account in that 10 school week period, but not for fees incurred thereafter. On the expiration of that 10 school week period, the Contract will continue in operation between the College and other Signatory(ies). The other Signatory(ies) will be solely liable for all fees incurred from that date.
- d. *i.* For a child who has not yet commenced as a Student of the College, the enrolment of the Student may be cancelled by the enrolling Signatory(ies) giving a minimum of 20 school weeks' written notice in advance. Failure to give the required 20 weeks' notice will incur a fee equal to 10 weeks tuition fees of the year level the Student is confirmed to enter into. The Acceptance Fee is not refundable or transferrable.
- d. *ii.* Where the Contract of enrolment is entered into between the College and more than one Signatory and the child has not yet commenced as a Student of the College, should a Signatory (the Cancelling Signatory) wish to cease to be a party to the contract but the other Signatory(ies) wish the enrolment to continue, the Cancelling Signatory must give a minimum of 20 school weeks' written notice to the College and any other Signatory(ies) that he/she wishes to be removed as a party to the Contract. The Cancelling Signatory will then cease to be a party to the Contract at the expiration of the notice period, and the Contract will continue in operation between the College and the other Signatory(ies). The other Signatory(ies) will be solely liable for all fees incurred from that date. If less than 20 school weeks' notice is given by the Cancelling Signatory, he/she will continue to be jointly and severally liable for the first 10 weeks' tuition fees of the year level that the child is confirmed to enter into, but not for fees incurred thereafter. The Contract will continue in operation between the College and the other Signatory(ies), and the other Signatory(ies) will be solely liable for all fees incurred thereafter.
- e. Any refunds due and payable will be made to the signatory(ies).

7. Privacy Act 2012

- a. By signing this agreement I/we acknowledge that I/we have read and fully understand the privacy policy of Trinity College, which is available on the College website.

8. Default

- a. If School Fees are in Arrears, the College reserves the right to suspend, terminate or withhold the Student's enrolment and the enrolment of the Student's siblings, including future siblings.
- b. Should a payment for Services remain in Arrears:
 - i.* The College reserves the right to suspend or terminate the supply of Services to the Student(s);
 - ii.* The College will not be liable to the Signatory for any loss or damage incurred, either directly, or indirectly arising from the College exercising their 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 Signatory(ies) 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 College's nominated debt collection agency.

9. Limitation of Liability

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

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 agreement.
- b. The College reserves the right to review and amend its terms and conditions and policies 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.

Enrolling applicants must sign below i.e. parents/guardians who are financially responsible for the student and/or the parents/guardians with whom the student resides with during any part of the school week:

By signing this contract, I hereby acknowledge that:

- *the information provided is true and correct;*
- *all applicants named will be jointly and severally liable for payment of the School fees for the duration of the Student's enrolment at Trinity College;*
- *I have carefully read and understood the Fee and Support Structure document; and*
- *I have read and understood the Enrolment Contract and the General Terms and Conditions of Trinity College Gawler Incorporated and agree to be bound by those Terms and Conditions and all College Policies as varied or as introduced from time to time.*