



A copy of these Conditions has been provided for retention by parents for reference.

Special attention is drawn to conditions concerning the notice required for the removal of a student, or cancellation of enrolment or change of date of entry.

1. Student Admission Fee (SAF)

- 1.1 Subject to clauses 1.5–1.7, when parents accept the offer of a place (Offer of a Place) at The King's School for their son, a non-refundable SAF must be paid to The Council of The King's School (School).
- 1.2 Payment of the SAF must be made at the same time as the Offer of a Place is accepted.
- 1.3 No refund of the SAF will be granted if the application is withdrawn, or the student is withdrawn or excluded from the School at any time after the Offer of a Place is accepted.
- 1.4 The School reviews the level of the SAF from time to time and prospective parents are advised accordingly.
- 1.5 If a Family Admission Fee has previously been paid for a brother(s) (whose parents are the same as the present applicant's) still enrolled at the School at the time the present applicant commences at the School, no further payment is required.
- 1.6 If a reduced Family Admission Fee has previously been paid due to a brother(s) being the recipient of a Scholarship or Bursary then that Family Admission Fee will need to be topped up to the full amount payable at the time of the first brother commencing at the School.
- 1.7 If a SAF has previously been paid for their son's enrolment in Tudor House, the SAF payable under clause 1.1 will be reduced by the amount of the SAF previously paid to Tudor House.

2. School Fees - General

- 2.1 Parents of a student are jointly and individually responsible for the payment of all fees and charges for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the student as selected by parents, or determined by the School, or incurred on behalf of the student from time to time (Fees and Charges).
- 2.2 The School reviews the level of Fees and Charges at least annually and these Fees and Charges are generally increased. Towards the end of each year parents are advised of the level of these Fees and Charges for the following year, and of requirements for payment.
- 2.3 Parents must pay or reimburse the School for any incidental expenditure incurred by the School on behalf of the student from time to time including for items such as books, excursions, educational programs, stationery and equipment. This incidental expenditure will be included in the Fees and Charges invoiced to parents.
- 2.4 Subject to clause 3.4, tuition and boarding fees for each term must be paid by the first day of the relevant term.
- 2.5 Where the parents of a student do not reside in Australia or the student is an Overseas student (as defined in clause 3.2), tuition and boarding fees must be paid a semester (two terms) in advance.
- 2.6 If the parents fail to pay an account for Fees and Charges by the due date, they will be liable to pay a default charge determined by the School which reflects (among other things) the administrative and financial cost to the School in collecting the outstanding Fees and Charges.
- 2.7 If an account for Fees and Charges is not paid in full by the due date or an authorised payment

arrangement entered by the parents with the School, the School may:

- a. suspend the student's enrolment until a satisfactory arrangement for payment is made; and/or
 - b. terminate the student's enrolment.
- 2.8 While an account for Fees and Charges remains outstanding, the student may not be permitted to participate in any discretionary activity offered by the School (for example, sporting excursions or overseas trips).
- 2.9 The School may take all actions it considers appropriate to collect amounts owed to the School.
- 2.10 The parents agree to reimburse the School for all liability, loss, costs and expenses (including, without limitation, legal fees and debt recovery agents) in connection with any failure to pay the Fees and Charges.

3. School Fees – Overseas Students – Additional conditions

- 3.1 The terms of clause 2 of these Conditions applies to Overseas students. In addition, the following additional and modified terms apply.
- 3.2 The School is registered by the relevant Commonwealth and State Government Departments to accept the enrolment of students from overseas. For the purposes of these Conditions an Overseas student is one who is ineligible to attract relevant grant monies received by the School from the Federal and State Governments (Overseas student).
- 3.3 Within the "Offer of a Place" Form under "Student's Details" the Registrar has signified after enquiry of the parents whether or not a student is an Overseas student. Special procedures and School fees arrangements apply to Overseas students.
- 3.4 Where the student is an Overseas student, tuition and boarding fees must be paid a semester (two terms) in advance.
- 3.5 Fees and Charges for Overseas students will include a surcharge reflecting the absence of Government funding and other charges which apply to all Overseas students each term.
- 3.6 Fees and Charges for Overseas students may include the annual cost of private health cover in advance in compliance with Government Visa requirements.
- 3.7 If the School considers that an Overseas student needs intensive English support, parents may be required to pay additional fees.

4. Guardians of Overseas Students

- 4.1 Where the parents of a student do not reside in Australia they must appoint a suitable adult resident in Sydney to act as a Guardian for the student in accordance with the School's "Appointment and Obligations of Guardians" Form to be provided to parents by the Registrar.
- 4.2 Included within the obligations contained in that Form, Guardians must:-
- a. be at least 25 years old;
 - b. speak English;
 - c. be contactable by the School;
 - d. be able to give support to the School in meeting the needs of the student;
 - e. attend enrolment interviews, Parent/Teacher interviews and other occasions at the School's request;
 - f. exercise a duty of care to the student when he is on leave with them;

- g. liaise with both parents and the Boarding Housemaster to ensure the student's welfare.

5. Absence from School

- 5.1 No remission of Fees or Charges, either in whole or in part, will be made if the student is absent due to illness, leave or suspension.
- 5.2 All students are expected to attend the School during School hours, except in the case of sickness or where leave not to attend has been given by the School.
- 5.3 Requests for leave from School activities, including academic and co-curricular programs and for early departure at the end of term and/or late return from breaks are permitted only in the most exceptional circumstances and application must be made in writing to the Headmaster or his nominee. No arrangements or commitments should be made prior to the application being approved.

6. Discipline and Exclusions

- 6.1 Students enrolled at the School are bound by all Rules and Regulations authorised by the Headmaster from time to time for the conduct of the School.
- 6.2 If the Headmaster (or any person authorised to act in his place) considers that:
 - a. a student has seriously breached the School rules;
 - b. a student has otherwise engaged in conduct which is prejudicial to the School or its students or staff;
 - c. a student is not making satisfactory progress;
 - d. a mutually beneficial relationship of trust and co-operation between the Parent and the School has broken down to the extent that it adversely impacts on that relationship;
 - e. a Parent has failed to comply with these Conditions,the School may temporarily suspend or exclude the student permanently from the School at its absolute discretion and no remission of fees will be granted.
- 6.3 Minimum standards of effort, attitude and behaviour will be required of students before they will be allowed to progress to the next year level. If there are deficiencies in any of these areas, the School also may require the student to be counselled, require the student to repeat the year, temporarily suspend the student or exclude the student from the School.

7. Review of Enrolment

- 7.1 The School may review the enrolment of students at any time.
- 7.2 For students enrolled in the Preparatory School, a formal review will be conducted in Year 6 and a decision will be made as to whether the student will be permitted to continue to the Senior School.

8. Courses and Compulsory Activities

- 8.1 The School will determine which particular academic and co-curricular courses and activities are offered and/or provided at any time and which of these courses or activities is compulsory. The School's academic and other programs and activities may be changed without notice at any time. This may include discontinuance of teaching subjects and other programs.
- 8.2 Some activities are compulsory for all students and these may include:
 - a. School Chapel and Christian studies;

- b. School sports program (for Years 3 to 12) including, as a minimum, participation in summer and winter team sports (usually on a Saturday);
- c. various camps and excursions that occur from time to time as an integral part of the School curriculum; and/or
- d. Cadet Corps.

9. Withdrawal of a Student

9.1 If a student is to be withdrawn from the School, at least a full term's notice, in writing, must be given to the Headmaster or the Registrar. The notice should be given no later than the first day of the School term at the end of which the notice expires. In the absence of the required notice, a term's fees (tuition and boarding if applicable) are immediately payable.

10. Change of Date or Cancellation of Entry

10.1 If, subsequent to the Offer of a Place being accepted, the enrolment is cancelled, the SAF or top-up of the Family Admission Fee is forfeited to the School.

10.2 An Offer of a Place is for commencement in a particular year. To defer an accepted Offer of a Place:

- a. the enrolment will be cancelled;
- b. in due course, the School will consider whether an Offer of a Place will be made to the student for the deferred entry year, noting that there is no guarantee that the request for a new date of entry will be accommodated; and
- c. a further SAF or top-up of the Family Admission Fee will be required.

11. Boarders

11.1 Students enrolled as Boarders must remain as Boarders for the duration of their enrolment unless the Headmaster in his discretion agrees otherwise.

12. Uniform and Appearance

12.1 All students are required to wear the School's uniform as prescribed, neatly and properly at School, when travelling to and from School, and on all School occasions unless otherwise instructed. Each item of clothing must be clean, in good repair and labelled with the student's name.

12.2 Students must follow conventional standards of appearance in accordance with what the School believes is the expectation of the School community.

13. Ethos and Rules

13.1 All students and parents are to support the ethos of the School and to abide by the rules of the School that apply from time to time.

13.2 Boarders and parents of Boarders are to abide by rules governing the Boarding Houses that apply from time to time.

13.3 Students are expected to demonstrate high standards of behaviour and must not do or say anything that may adversely affect the reputation of the School, its staff or Governors, including in print, or on social or other electronic media, whether during or outside of School hours.

14. Obligations of parents

14.1 Notwithstanding the obligations of parents set out in other clauses of this document, parents are required to:

- a. comply with any Parent or Community Code of Conduct;
- b. accept and abide by the requirements and directions of the School relating to the student or students generally and not interfere in any way with the conduct, management and administration of the School;
- c. read communications from the School including newsletters;
- d. advise the School in writing of any change of home, mailing, email address or contact details or other information on the Student Enrolment Registration Form within one month of such a change (including any change to whom the accounts are being sent);
- e. ensure the student has each item of official required uniform and all other requirements, such as textbooks and stationery;
- f. accept and abide by the directions of the School and the directions of staff in relation to picking up and dropping the student, at or near the School;
- g. while on School premises, or attending School activities elsewhere, comply with School procedures, the requests of School staff, with any applicable code of conduct of the School or the sporting association of which the School is a member, and encourage others attending in relation to the student to do the same;
- h. not do or say anything that may adversely affect the reputation of the School, its staff or Governors, including in print or on social or electronic media;
- i. communicate with students, parents, visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the School from time to time;
- j. use their reasonable endeavors to attend Parent-Teacher interviews and Parent forums and participate in courses offered by the School which are relevant to the student's education.

14.2 Obligations of parents are joint and several.

15. Personal Property

15.1 The student's personal property is not insured by the School, and the School does not accept any liability for loss or damage.

15.2 The Headmaster or his nominee may search the student's bag, locker or other possessions without notice where he considers that there are reasonable grounds to do so.

16. Privacy

16.1 Parents acknowledge that the School collects personal information about parents and students before and during the course of the student's enrolment, which is necessary for the School's functions and activities. The School may use and disclose information in such a manner as the Headmaster or any person authorised to act in his place may deem appropriate for the purposes of the student's education, health, care, welfare or development or for the operation of the

School more generally. The School's Privacy Policy is available on the School's website. The Privacy Policy sets out how parents and students may seek access to personal information collected about them. The School's Privacy Policy also sets out how parents and students may complain about a breach of privacy and how the School will deal with such a complaint.

16.2 Some of the information the School collects is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care. Laws governing or relating to the operation of the School require certain information to be collected or disclosed. This includes relevant education, health and child protection laws.

- 16.3 Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act.
- 16.4 From time to time, the School engages in fundraising activities. Information received from the parents may be used to make an appeal to parents. It may be disclosed to organisations that assist in the School's fundraising activities, for example, the School's Foundation or, on occasions, external fundraising organisations. The School will not disclose parents' personal information to third parties for their own marketing purposes without parents' consent.
- 16.5 On occasion, information such as academic and sporting achievements, student activities and similar news, is published in School programs, records of achievement, newsletters and magazines and on the School's website. parents' consent to the student being identified (including being named, photographed, recorded in audio, video or other digital media) in material used to promote the School (eg in School programs, records of achievement, publications, digital media or the School's or affiliate websites) unless the Headmaster has been advised, or is advised, in writing that the parents do not give this permission.
- 16.6 If the parents provide the School with the personal information of others, such as doctors or emergency contacts, the School encourages the parents to inform them that the information is disclosed to the School and why, that they can access their information if they wish and that the School does not usually disclose the information to third parties.
- 16.7 If the student leaves the School after completing at least one full academic year the parents give permission for their child's name and address to be included on the ex-students database and being provided to the Old Boys' Union. The primary purpose of retaining this information is to enable the School and the Old Boys' Union to inform the student about the School's activities and to keep alumni members informed about other members.

17. Court Orders

- 17.1 Parents must provide to the School all current relevant Family Court or other Court Orders relating to the student.
- 17.2 These documents will be dealt with in accordance with the School's Privacy Policy.

18. Medical Details, Urgent Medical Treatment and Special Needs

- 18.1 Parents must complete and return a student Medical Form as required by the School prior to the commencement of the student at the School and as subsequently required by the School from time to time. Parents must keep the School Informed via the Health Centre of any changes to the student's health as reflected on the student Medical Form and provide any medical information required by the School including medical reports.
- 18.2 If a student is ill or injured, necessitating urgent hospital and/ or medical treatment (for example injections, blood transfusions, surgery) and the Parent is not readily available to authorise such treatment, the Headmaster, Housemaster or other responsible member of the School staff, may give the necessary authority for such treatment. All medical and ambulance expenses incurred on behalf of the student must be paid by the Parent.
- 18.3 The student may not be fully covered under any School insurance policy for accidental injury during School related activities.
- 18.4 Parents must fully disclose any special needs (including but not limited to any medical, physical learning or psychological needs) of the student at the time of applying for enrolment and no later than 12 months prior to entry. By accepting an Offer of a Place, the parents warrant that they have provided all relevant information (including any report or diagnosis of doctors or other treating professionals) regarding special needs to the School and the School's offer of enrolment is conditional upon the parents having done so.

18.5 Where any disclosed special needs or medical condition change, or where any special needs or medical conditions arise during the student's enrolment, the School must be notified immediately.

18.6 Parents must notify the School immediately if the student has a communicable infection or condition or a notifiable condition under Public Health Regulations.

19. Reports

19.1 Academic reports will be sent to the electronic or physical address notified by the parents. When parents are separated or divorced, reports will be sent to both parents on request to the address notified by each Parent unless there is an Order of a Court or an agreement which provides that reports are to be sent to one Parent.

20. Amendment of Conditions

20.1 These Conditions may be changed from time to time by the School giving not less than two full terms' notice to parents through the publication of the changes in the School newsletter or other publication.

21. Application of Conditions

21.1 Unless amended, these Conditions continue to apply to the student and their parents for the whole duration of the student's enrolment at the School.

22. Definitions

22.1 In these Conditions:

- a. the term "Conditions" means these conditions of enrolment;
- b. the term "Headmaster" means the Headmaster or acting Headmaster of the School, by whatever title he is known, and his nominee.
- c. the term "Parent" means the student's parents, or where the student has only one Parent, that Parent. The term includes any legal guardians;
- d. the term "student" means the person who is enrolled as a student at the School.
- e. the term "staff" means all present and past staff who have served at the School as employees, consultants or contractors.
- f. the term "Governor" means those persons appointed to the Council of The King's School.