

ENROLMENT CONTRACT INTERNATIONAL



METHODIST
LADIES'
COLLEGE

The terms and conditions set out in this document and Parent Code of Conduct (as varied from time to time), constitute the Enrolment Contract with the College.

The College is required to comply with the following legislation: *Education Services for Overseas Students Act 2000* and the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*.

We agree that our child will satisfy the relevant English language proficiency requirement level for entry into their relevant mainstream studies as set by the College, prior to commencement.

We accept that our child's commencement at the College is conditional upon being able to enter Perth, Australia prior to their commencement.

COMPLYING WITH THE COLLEGE'S REQUIREMENTS OF STUDENTS

We agree to uphold the prevailing rules and policies of the College, and any other requirements as communicated to us from time to time and will actively encourage our child to uphold the College's standards of behaviour.

PARENTS' SUPPORT FOR THE COLLEGE'S POLICIES, RULES, AND CODES OF BEHAVIOUR

We agree to uphold and comply with all prevailing College policies, rules and codes of conduct including in particular the Parent Code of Conduct. We agree to cooperate with teachers and administrators in this regard, and to support the Values, principles, ethics and aims of the College. We acknowledge we may access College policies and codes of conduct via the College website www.mlc.wa.edu.au.

APPEARANCE AND COLLEGE UNIFORM

We agree to support the Uniform Guide and ensure that our child's uniform is kept in pristine condition and worn appropriately.

ATTENDING COLLEGE ACTIVITIES

We agree to ensure that our child attends all required College activities, including attending classes, compulsory Outdoor Education camps, co-curricular activities, and special College functions and end of year celebrations.

DRUGS AND ALCOHOL

We are aware that the College has a zero-tolerance policy to illegal drugs and agree to support the College's policies with respect to student drug and alcohol use.

ADVISING THE COLLEGE OF CHANGES

We agree to inform the College as soon as possible about any matters that could affect our child's participation in the College's program and activities, including health issues, family circumstances, or any Family Court orders in place.

We agree to advise the College immediately of any matter which affects our child attending the College, including our child's absence from the College for any reason, including illness or accident. We agree to contact the College on these occasions in keeping with the College's Attendance Policy.

We agree to advise the College of any changes to contact details, including residential addresses.

PRIVACY AND USE OF PERSONAL INFORMATION

We agree that the College can use the personal information it holds about our child and our family for any lawful activity and in keeping with the College's Privacy Policy as updated from time to time.

In accordance with the College's Privacy Policy, we agree that our child, including their photograph/image, can be used in marketing and fundraising material and for other educational purposes.

If we do not wish to have our child included in marketing and fundraising material and other educational purposes, we will advise the Principal in writing.

PERMISSION TO CONTACT PREVIOUS SCHOOL ATTENDED

We consent to the College contacting our child's previous school for the purpose of collecting information regarding academic, pastoral, and administrative matters.

EDUCATIONAL MATTERS

We agree that, to the best of our knowledge, we have provided the College with all current and past information relating to our child's learning and wellbeing, including but not limited to any special needs and educational and/or psychological testing.

We understand that if we withhold information that is relevant to the enrolment of our child necessary for due consideration by the College in assessing its capacity to successfully support their needs, the College reserves the right to refuse or terminate the enrolment.

MEDICAL MATTERS

When necessary and upon request by the College, we agree to provide current health and medical information that is relevant to our child participating in and attending the College and College-related activities.

We agree that the College may require that our child is collected if they are too ill to remain at the College, and that the College can decide if this is the case.

In the event that our child requires urgent hospital or medical treatment of any nature and the College is unable to contact us after making reasonable efforts, we authorise the College to obtain ambulance and other emergency assistance. We indemnify the College and its employees and agents in respect of such action.

In certain circumstances, we recognise that the emergency may be such that the College has to take immediate action without contacting us. We indemnify the College and its employees and agents in respect of such action.

If our child is in care arrangements, we authorise the guardian to act for us in an emergency, accident or illness during that period of time.

APPOINTED GUARDIANS (BOARDING STUDENTS)

For Boarding students, we understand it is a condition of enrolment to appoint both a primary and secondary guardian for our child for the duration of their studies and boarding at the College.

We understand guardians must accept full responsibility for our child in their care in the absence of us, the parents, including for transport and accommodation when required.

We understand both appointed guardians must be at least 21 years of age, be proficient in the English language, be residing at different addresses in Perth, and be on a valid Visa if not an Australian Citizen.

We understand that, should any of the appointed guardians not be a blood relative of my child, it is a legal requirement for the guardian(s) to provide the College with a Working with Children Check (WWCC) and a National Police Clearance for themselves and any household members over the age of 18, prior to our child commencing at the College.

COLLEGE FEES

PAYING FEES

We agree that in enrolling our child at the College, we commit to paying College fees for the period of our child's education at the College and that we have carefully considered the financial commitment involved.

We agree to pay the College fees, including College tuition, boarding, levies and other ancillary charges as varied from time to time, in accordance with the terms set out in the prevailing Fees and Charges brochure published on the College website www.mlc.wa.edu.au.

We agree that if College fees are not paid within the period specified, including returned Direct Debits, then the College, in its absolute discretion, may apply an administrative fee for managing and following up the late payment, compounding interest on the unpaid fees at the Reserve Bank Cash rate plus five percent, calculated from the date that account first went into arrears, and reversal of any concessions.

We agree we are liable for all costs incurred by the College in recovering outstanding amounts, including debt collection fees, legal representation fees, court costs, and any other costs or out of pocket expenses directly associated with recovery of the unpaid fees and accumulated fees and charges.

We agree that if the College fees are not paid at the end of any term to which those fees apply, the Principal in their absolute discretion has the right to suspend or terminate our child's enrolment.

ABSENCE FROM THE COLLEGE FOR AN EXTENDED PERIOD

We agree that College fees will not be refunded if our child is absent from the College for extended periods due to and including sickness or injury.

We agree that if we wish our child's place to be held, we will be liable to continue to pay the College fees. We agree that if we do not wish to continue to pay the College fees, our child will be withdrawn and a new offer will need to be issued (subject to availability). If a subsequent offer is made, the difference between the current year's confirming fee less the sum of all previous confirming fees paid is payable for the acceptance of that place.

WITHDRAWAL AFTER ENROLLING, BUT BEFORE COMMENCING AT THE COLLEGE

We agree that if, after paying the Confirming Fee but prior to starting at the College, we withdraw our child and do not notify the College of our intention at least one full term in advance, an In Lieu of Notice Fee of 25% of the annual tuition fee and, if applicable, 25% of the annual boarding fee will be payable. Examples:

- For students due to commence at the beginning of Term 1, notice must be provided by the end of Term 3 of the previous year.
- For students due to commence at the beginning of Term 3, notice must be provided by the end of Term 1 of the same year.

We understand if both parents accepted and signed the Enrolment Offer, both parents' signatures are required to withdraw our child from the College.

WITHDRAWAL AFTER COMMENCING AT THE COLLEGE

We agree that if we withdraw our child after commencement at the College, whether the withdrawal is at our or the College's instigation, we must provide notice by completing the Withdrawal of Enrolment form (available from the College Admissions office) at least one full term in advance. If we do not provide notice this way or otherwise in writing clearly to that effect, an In Lieu of Notice Fee of 25% of the annual tuition fee and, where applicable, 25% of the annual boarding fee, will be payable. Examples:

- For students due to leave at the beginning of Term 1, notice must have been provided by the end of Term 3 of the previous year.
- For students due to leave at the beginning of Term 3, notice must be provided by the end of Term 1 of the same year.

In the event that we withdraw our child from the Boarding House, but she remains a Day student, we will also be required to provide notice of at least one full term, otherwise an In Lieu of Notice Fee of 25% of the annual boarding fee will be payable.

COURSE REQUIREMENTS

We agree that our child must satisfy the course requirements or their visa will be cancelled. To satisfy these requirements:

- Our child must maintain enrolment at the College;
- Our child must attend at least 80% of all scheduled classes/tutorials;
- We must make appropriate arrangement for the payment of tuition fees as set out in this Enrolment Contract; and
- We accept that the College is required to report breaches of attendance and academic requirements to the Department of Home Affairs.

HEALTH INSURANCE

We accept that our child must have Overseas Health Cover for medical and hospital care before entering Australia and for the entire duration of their studies. We agree to provide a copy of the health insurance policy to the College prior to commencement.

SUSPENSION FROM THE COLLEGE

We agree that the Principal may, at their discretion, at any time suspend our child from attending the College and that we will continue to pay all College fees and other charges during any period when our child is suspended.

TERMINATION OF THIS ENROLMENT CONTRACT

We agree that the College has the right, in the absolute discretion of the Principal, to terminate this Contract and the enrolment of our child in any of the following circumstances, as assessed in the absolute opinion of the Principal:

- Our child fails to attend the College, or any College activity, without authorisation;
- Our child fails to meet course guidelines as a result of non-attempted work;
- The College is not notified within 7 days of changes of address and residential arrangements;
- Our child has an unsatisfactory attitude or has displayed unacceptable behaviour, or has not adhered to College rules, policies, or codes of conduct including in particular, the Student Code of Conduct;
- Non-payment of fees and ancillary charges;
- The necessary relationship of trust, confidence, and cooperation between us and the College is irreparably damaged.

We agree that in any of these circumstances the College fees already paid for the term in which our child is required to leave will not be refunded. If any College fees and associated charges are still outstanding at the time we remove our child, including those for the term during which removal takes place, we agree these fees will remain payable.

JOINT AND SEVERAL LIABILITY

We agree that in signing this Enrolment Contract, both parents accept joint and several liability for paying all College fees and ancillary charges.

We agree that 'joint and several' liability for payment means that both parents are liable to pay College fees. Accordingly, if one parent fails to pay the College fees, the other parent can be held liable, irrespective of any arrangement between the parents or with another person (for example, a grandparent) as to who is to pay. We accept that the College will not enter into disputes arising from disagreements between parents or other persons over liability for paying College fees.

We agree to be liable for the cost of any damage our child causes to College property.

INDEMNIFYING THE COLLEGE

We agree to indemnify the College against any claim, cost, damage, or suit which another party brings against the College arising from our child failing to comply with the College's rules and policies or any reasonable direction of a College employee while at the College or travelling to or from the College.

COLLEGE PROPERTY

We agree that when our child’s enrolment at the College finishes or is terminated under this Enrolment Contract, for any matter, all College property must be returned on or before the last day of enrolment. Failure to return the College property will result in addition charges being levied. In relation to the College-issued laptops and associated accessories, this levy will be equivalent to the purchase price of a new laptop and accessories of the brand and specification issued by the College in the calendar year your child’s enrolment finished.

SPECIAL CONDITIONS

In some instances, special conditions may apply to a child’s enrolment. These special conditions will be specified in the Offer of Enrolment and will remain in force as a term and condition of this Enrolment Contract.

CHANGES TO THIS ENROLMENT CONTRACT

The College reserves the right to amend this Enrolment Contract from time to time. Such changes will be communicated to the College community and will apply from the date on which they are communicated.

We have read, understood and accept this Enrolment Contract, the Student Code of Conduct, and the Parent Code of Conduct.

_____ Name of Parent 1/Guardian	_____ Signature	_____ Date
_____ Name of Parent 2/Guardian	_____ Signature	_____ Date
_____ Full Name of Student		