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**Edinburgh  
College**

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# Enrollment





## Part B Details of parents/guardian

Student currently resides with  Both Parents  Mother  Father  Guardian  Carer

Are there custody or court orders in place?  Yes  No If yes, please provide a copy.

### Mother

Mother's surname  Given names

Address (If different to Student's)

Postcode

Home phone

Work phone

Mobile phone

Email

### Father

Father's surname  Given names

Address (If different to Student's)

Postcode

Home phone

Work phone

Mobile phone

Email

### Step Parent/Guardian

Surname  Given names

Address (If different to Student's)

Postcode

Home phone

Work phone

Mobile phone

Email

## Part C Medical information

Family doctor  Phone number of family doctor

Medicare no.  Ambulance no.

Private health fund  Health Fund no.

Does your child suffer from any of the following medical conditions?

Heart condition  Yes  No Asthma  Yes  No Migraine  Yes  No

Diabetes  Yes  No Epilepsy  Yes  No Allergies  Yes  No

Anaphylaxis  Yes  No If yes, Anaphylactic to:

Please list any further medical conditions (including medications) that will assist us in ensuring the wellbeing of the student whilst at Edinburgh College:

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## Part D Education information

Describe any special learning difficulties where your child may require assistance

Has your child been assessed by any health/education/learning specialists?  Yes  No

If yes, please provide copies of relevant reports.

Does your child currently receive government funding?  Yes  No

*I / We certify that all the information provided on this Enrolment Form is true and correct. I / We authorise the use of my personal information as detailed in the Privacy Act herein. I have read and understand all the TERMS AND CONDITIONS (overleaf or attached) of Seventh-day Adventist Church – SDA Schools (VIC) T/A Edinburgh College which form part of, and are intended to be read in conjunction with this Enrolment Form and agree to be bound by these conditions.*

Signature

Date

## Part E Financial matters

Do you have a current Family Health Care Card or Pension Card?  Yes (please attach a copy)  No

I / We plan to pay fees  A year in advance  A term in advance  Installments (Fee Payment Agreement)

### Person responsible for fee account

The college requires the details of both parents / guardians who will take full responsibility for the student and (if applicable) guarantee payment.

First persons name

Relationship to student

Address (if different to Student's)

Home phone

Mobile phone

Email

Signed

Date

Second persons name

Relationship to student

Address (if different to Student's)

Home phone

Mobile phone

Email

Signed

Date

### Guarantee

*If I execute this agreement as the person responsible for payment on behalf of the parent/guardian, I guarantee the due and punctual payment of all monies payable under this agreement. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to Edinburgh College by the parent/guardian and all obligations herein have been fully paid, satisfied, and performed.*

Guarantor's name (if required)

Signature

Date



## Part F Emergency contact (other than parent)

Surname \_\_\_\_\_ Given names \_\_\_\_\_

Relationship to child \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Home phone \_\_\_\_\_ Mobile phone \_\_\_\_\_

Email \_\_\_\_\_

### College promotions & marketing

Do you have any objections to the use of your child's image in college promotions (eg. newsletter, website, magazine, digital). Please refer to Section 13 under Terms and Conditions. If Yes, please provide notice in writing with your application.

Yes  No

## Part G Parent survey (data requirement for state & federal government\*)

*\*Government requirement for data collection to assess literacy and numeracy skills of students and how they relate to socioeconomic factors.*

### Mother

Language spoken at home \_\_\_\_\_ Country of birth \_\_\_\_\_

Highest year of secondary education completed  12  11  10  9  below

Highest qualification completed  Bachelor or above

Advanced Diploma/Diploma

Certificate I to IV (including trade)

No non-school qualification

Occupation name \_\_\_\_\_

Occupation group

Senior Management in large business organisation, government administration, defense and qualified professionals

Other business managers, arts/medical/sportspersons and associate professionals

Tradesmen/women, clerks and skilled officers, sales and service

Machine operators, hospitality staff, assistants, labourers and related workers

Not in employment for last 12 months

### Father

Language spoken at home \_\_\_\_\_ Country of birth \_\_\_\_\_

Highest year of secondary education completed  12  11  10  9  below

Highest qualification completed  Bachelor or above

Advanced Diploma/Diploma

Certificate I to IV (including trade)

No non-school qualification



## Part G Parent survey continued

Occupation name

Occupation group

Senior Management in large business organisation, government administration, defense and qualified professionals

Other business managers, arts/medical/sportspersons and associate professionals

Tradesmen/women, clerks and skilled officers, sales and service

Machine operators, hospitality staff, assistants, labourers and related workers

Not in employment for last 12 months

## Declaration

I / We will support the Christian ethos and uphold the standards of conduct and moral behaviour of Edinburgh College.

I / We understand that the non-payment of school fees may result in the cancellation of my/our child's enrolment at Edinburgh College.

Parent Signature(s)

Date

I have read the Student Handbook (available on Edinburgh College website) and agree to abide by the conditions as outlined.

Students Signature

Date

The following documents must accompany this Application.

## Documentation to include with enrolment application

1. Copies of the student's last two school reports.
2. A copy of the student's birth certificate.
3. A current action plan for any existing medical conditions e.g. anaphylaxis or asthma.
4. A copy of the student's immunisation certificate.
5. Copy of fee payer's driver's licence.
6. A copy of family court order (if applicable).
7. A copy of family health care card and/or pension card (if applicable).
8. Signed parents letter, if you do not wish your child's image to be included in College Marketing.
9. Application fee of \$400.00 per child.  
Please note: \$250 of this amount will be transferred onto your child's fees if enrolment is approved.
10. Any other reports or assessments that are relevant to the child's enrolment.

### Office Only

Enrolment Fee

Birth Certificates

Non-Acceptance

Interview

Immunisation Certificate

Waiting List

Reports

Acceptance

Orientation

Court Orders

Entrance Testing



### 1. Definition

- 1.1 **E.C** shall mean Seventh-day Adventist Church (Victorian Conference) Limited T/A Edinburgh College, its successors and assigns or any person acting on behalf of and with the authority of Seventh-Day Adventist Church – (Victorian Conference) Limited T/A Edinburgh College.
- 1.2 **Student** shall mean the Student enrolled with E.C, and the recipient of the Services.
- 1.3 **Parent** shall mean the legal guardian (or guardians) of the Student.
- 1.4 **Guarantor** means that person (or persons), or entity, which agrees to be liable for the debts of the Parent on a principal debtor basis.
- 1.5 **Services** shall mean all services provided by E.C to the Student and includes any advice or recommendations.
- 1.6 **Equipment** shall mean Equipment (including, but not limited to, textbooks and musical instruments, and any accessories) supplied on hire by E.C to the Student.
- 1.7 **Fees** shall mean the Fees payable for the Services as agreed between E.C and the Parent in accordance with clause 4 of this contract.

### 2. The Commonwealth Trade Practices Act 1974 (“TPA”) and Fair Trading Acts (“FTA”)

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

### 3. Acceptance

- 3.1 Any instructions received by E.C from the Parent for the provision of Services and/or the Parent’s acceptance of Services provided by E.C shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Parent has entered into this agreement, the Parents shall be jointly and severally liable for all payments of the Fees.
- 3.3 Upon acceptance of these terms and conditions by the Parent the terms and conditions are binding and can only be amended with the written consent of E.C.
- 3.4 None of E.C’s teachers, agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Principal of E.C in writing, nor is E.C bound by any such unauthorised statements.
- 3.5 The Parent shall notify E.C immediately should there be any change in circumstances from the details as outlined in the enrolment form including (but not limited to) living arrangements of the Student and/or Parents.

### 4. Fees and Payment

- 4.1 At E.C’s sole discretion the Fees shall be either:
  - (a) As indicated on invoices provided by E.C to the Parent in respect of Services provided; or
  - (b) E.C’s Fees at the current date according to E.C’s ‘Schedule of Fees’.
- 4.2 A non-refundable application fee of four hundred dollars (\$400.00) shall be required.

- 4.3 Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due seven (7) days following the date of the invoice.
- 4.4 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge, or by direct credit, or by any other method as agreed to between the Parent and E.C.
- 4.5 GST and other taxes and duties that may be applicable shall be added to the Fees except when they are expressly included in the Fees.
- 4.6 Receipt by E.C of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then E.C’s ownership or rights in respect of this Agreement shall continue.

### 5. Provision of Services

- 5.1 The failure of E.C to provide the Services shall not entitle either party to treat this contract as repudiated.
- 5.2 E.C shall not be liable for any loss or damage whatsoever due to failure by E.C to provide the Services (or any part of them) promptly or at all, where due to circumstances beyond the control of E.C.
- 5.3 The Parent acknowledges that no representation or promise of any particular academic outcome is promised or guaranteed pursuant to the Services or enrolment agreement.
- 5.4 The Parent acknowledges that any personal property (including, but not limited to, laptop, mobile phone, electronic devices, musical equipment and sports equipment) brought on the premises by the Student is done at their sole risk, an E.C accept no responsibility for any loss, theft or damage to the personal property.

### 6. Absences and Illness

- 6.1 It is the responsibility of the Parent to advise if a Student is to be absent as soon as possible, and inform E.C of the estimated length of absence.
- 6.2 The Student will not be able to attend E.C for any period of time during which:
  - (a) The Student is suffering from a disease or condition which is contagious through normal social contact; or
  - (b) A medical practitioner has recommended the Student not attend; or
  - (c) The Principal of E.C requests that the sick Student be kept away from E.C because the Student requires care which E.C staff resources do not permit.
- 6.3 Absences (including overseas holidays) do not entitle the any Parent to a refund of the Fees applicable to the period in which the Student is absent, irrespective of the notice give to E.C.
- 6.4 The extended absence of a Student during term time needs to be approved by E.C and, irrespective of approval, E.C may require the Student to attend at other times including during school holidays in order to make-up academic work missed.



## **7. Emergency Contacts**

- 7.1 The Parent must provide E.C with the names and addresses of two responsible persons over the age of eighteen (18) who can collect the Student in case of an emergency or illness. When contacted by E.C staff, the Parent (or a responsible person authorised by the Parent) must go immediately to E.C to collect the sick or injured Student.

## **8. Medication**

- 8.1 The Parent agrees to E.C's staff administering one (1) dosage of paracetamol in the event the Student has a temperature of over thirty-eight and a half degrees (38.5°C).
- 8.2 Where the Student requires the administration of medication, the Parent will:
- Complete the appropriate form at E.C; and
  - Provide the correct medication in its original container; and
  - Provide written instructions from a medical practitioner for the administration of non-prescription medication; and
  - Provide E.C's staff with the name and contact phone number of the Student's doctor.
- 8.3 E.C staff are authorised to administer medication only in accordance with the Parents written authority. In doing so, E.C staff are to be regarded as acting as the Parent's agent. E.C Staff are not liable for any allergic reaction or injury caused to the Student by the administration of the medication in accordance with the Parents written authority. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by the Parent.
- 8.4 The Parent will notify the College of any changes or developments in the Student's medical history.

## **9. Accident or Emergency**

- 9.1 Whilst every reasonable effort shall be made by E.C to contact the Parent in the event of an accident or emergency, the Parent hereby gives authority to the Principal or their delegate to, on behalf of the Parent, authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by E.C's doctor, any attending doctor, ambulance officer, police or State Government Officer.
- 9.2 The Parent will be responsible for any costs incurred as a result of transportation or treatment.

## **10. Notification of Abuse**

- 10.1 Under the Children, Youth and Families Act 2005, reporting physical or sexual abuse, or suspected physical or sexual abuse, is mandatory for all staff members; and as such are obliged to report any suspected incidents to the licensing body.

## **11. Court Action**

- 11.1 In the event of family court orders being in place in respect of any Student, the Parent or Parents must provide E.C with those court orders.
- 11.2 E.C staff are not obliged to comply with requests of Parents in relation to court matters including family court matters unless legally compelled.

## **12. Intellectual Property**

- 12.1 Where E.C has designed, drawn, written, or created educational systems, techniques and curriculum in relation to the Student, then the copyright in those designs, drawings, documents, systems, techniques and curriculum shall remain vested in E.C, and shall only be used by the Parent at E.C's discretion.

## **13. Photo and Video Policy**

- 13.1 Unless expressly requested otherwise in writing, the Parent permits E.C to photograph or video record the Student for promotional or marketing purposes and for the purpose of school observations and local, state and national newspaper stories.

## **14. Textbook and Musical Instrument Hire**

- 14.1 The Equipment shall at all times remain the property of E.C, and is returnable on demand by E.C. In the event that the Equipment is not returned to E.C in the condition in which it was delivered, E.C retains the right to charge the price of repair or replacement of the Equipment.
- 14.2 The Parent shall (on behalf of the Student):
- Keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to loan over the Equipment; and
  - Not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment; and
  - Keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by E.C.
- 14.3 The Parent accepts full responsibility for the safekeeping of the Equipment and agrees to insure, or self-insure, E.C's interest in the Equipment. The Parent agrees to indemnify E.C against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks. Further the Parent will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

## **15. Withdrawal or Termination of Enrolment**

- 15.1 Notification of withdrawal of enrolment from E.C must be made in writing with at least one full term's advance notice. Full Fees must be paid in lieu of notice, and no refund of Fees paid will be given unless a full term's notice is provided.
- 15.2 E.C may cancel these terms and conditions or terminate the Student's enrolment at any time by giving written notice to the Parent. E.C shall not be liable for any loss (including, but not limited to, loss of income) arising from such termination.

## **16. Default and Consequences of Default**

- 16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half per cent (2.5%) per calendar month (and at E.C's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 In the event that the Parent's payment is dishonoured for any reason, the Parent shall be liable for any dishonour fees incurred by E.C.
- 16.3 If the Parent defaults in payment of any invoice when due, the Parent shall indemnify E.C from and against all costs and disbursements incurred by E.C in pursuing the debt including legal costs on a solicitor and own client basis and E.C's collection agency costs.





- 16.4 Without prejudice to any other remedies E.C may have, if at any time the Parent is in breach of any obligation (including those relating to payment) E.C may suspend or terminate the enrolment of Student at E.C and any of its other obligations under the terms and conditions. E.C will not be liable to the Parent for any loss or damage the Parent suffers because E.C has exercised its rights under this clause.
- 16.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten per cent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 16.6 Without prejudice to E.C's other remedies at law E.C shall be entitled to cancel all or any part of any order of the Parent which remains unfulfilled and all amounts owing to E.C shall, whether or not due for payment, become immediately payable in the event that:
- Any money payable to E.C becomes overdue, or in E.C's opinion the Parent will be unable to meet its payments as they fall due; or
  - The Parent becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - A receiver, manager, Official Receiver or a Registered Trustee, liquidator or similar person is appointed in respect of the Parent or any asset of the Parent.
- 17. Security and Charge**
- 17.1 Despite anything to the contrary contained herein or any other rights which E.C may have howsoever:
- Where the Parent and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Parent and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to E.C or E.C's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Parent and/or the Guarantor acknowledge and agree that E.C (or E.C's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
  - Should E.C elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Parent and/or Guarantor shall indemnify E.C from and against all E.C's costs and disbursements including legal costs on a solicitor and own client basis.
  - The Parent and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint E.C or E.C's nominee as the Parent's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 17.1.
- 18. Privacy Act 1988**
- 18.1 The Parent and/or the Guarantor/s (herein referred to as the Parent) agree for E.C to obtain from a credit reporting agency a credit report containing personal credit information about the Parent in relation to credit provided by E.C.
- 18.2 The Parent agrees that E.C may exchange information about the Parent with those credit providers either named as trade referees by the Parent or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- To assess an application by the Parent; and/or
  - To notify other credit providers of a default by the Parent; and/or
  - To exchange information with other credit providers as to the status of this credit account, where the Parent is in default with other credit providers; and/or
  - To assess the creditworthiness of the Parent. The Parent understands that the information exchanged can include anything about the Parent's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 18.3 The Parent consents to E.C being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 18.4 The Parent agrees that personal credit information provided may be used and retained by E.C for the following purposes (and for other purposes as shall be agreed between the Parent and E.C or required by law from time to time):
- The provision of Services; and/or
  - The marketing of Services by E.C, its agents or distributors; and/or
  - Analysing, verifying and/or checking the Parent's credit, payment and/or status in relation to the provision of Services; and/or
  - Processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Parent; and/or
  - Enabling the daily operation of Parent's account and/or the collection of amounts outstanding in the Parent's account in relation to the Services.
- 18.5 E.C may give information about the Parent to a credit reporting agency for the following purposes:
- To obtain a consumer credit report about the Parent;
  - Allow the credit reporting agency to create or maintain a credit information file containing information about the Parent.
- 18.6 The information given to the credit reporting agency may include:
- Personal particulars (the Parent's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
  - Details concerning the Parent's application for credit or commercial credit and the amount requested;
  - Advice that E.C is a current credit provider to the Parent;
  - Advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
  - That the Parent's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - Information that, in the opinion of E.C, the Parent has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Parents credit obligations);
  - Advice that cheques drawn by the Parent for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - That credit provided to the Parent by E.C has been paid or otherwise discharged.



## 19. General

- 19.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
- 19.3 E.C shall be under no liability whatsoever to the Parent for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Parent arising out of a breach by E.C of these terms and conditions.
- 19.4 In the event of any breach of this contract by E.C the remedies of the Parent shall be limited to damages, which under no circumstances shall exceed the Fees of the Services.
- 19.5 The Parent shall not be entitled to set off against, or deduct from the Fees, any sums owed or claimed to be owed to the Parent by E.C nor to withhold payment of any invoice because part of that invoice is in dispute.
- 19.6 E.C may license or sub-contract all or any part of its rights and obligations without the Parent's consent.
- 19.7 The Parent agrees that E.C may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which E.C notifies the Parent of such change.
- 19.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 19.9 The failure by E.C to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect E.C's right to subsequently enforce that provision.
- 19.10 E.C is entitled to discipline students in accordance with its policies. By signing this enrolment agreement you agree to abide by E.C's policies and encourage your child or children to also abide by those policies.
- 19.11 By signing this enrolment agreement, you agree to abide by the Parent Code of Conduct and acknowledge the implications of breaches of the Parent Code of Conduct including expulsion of the Student.
- 19.12 Students are required to attend E.C during normal College hours and at any extracurricular activity out of College hours including on weekends and including but not limited to music, drama, sport and church services. E.C has the discretion to discipline students via suspension, expulsion and the attendance at E.C out of school hours including in school holidays. E.C considers some misbehaviour to be so serious that it justifies the immediate expulsion including but not limited to the drinking of alcohol, the taking of drugs, violence at the College or in relation to College events or other students, and breaches of E.C's Statement of Faith.
- 19.13 You agree that you have received a copy of the handbook and abide by all requirements of the handbook by signing this enrolment agreement.