

Nunawading Christian College

Primary Handbook



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Mission

Partnering with parents to inspire, challenge and empower students in a nurturing Christian environment.

To Accomplish our Mission:

We value:

- God - as our Creator, Friend and personal Saviour
- The Bible - to provide us with values and direction
- Dedication and commitment- of parents, teachers and students
- Our environment - to provide a nurturing, caring, safe and clean learning environment
- Confidence to feel valued, respected and trusted
- Positive Attitudes towards each member of our school community
- Academic Excellence to inspire achievement of our personal God-given potential
- Partnership with Parents to encourage holistic personal development of the spiritual, academic, social and physical potential of each student.

History



Nunawading Christian College (NCC) Primary was established in 1964. The College (NCC) consists of two separate schools – Primary and Secondary. The two schools work together to provide quality Christian education for students from Prep to Year 12. The College was established by the Seventh-day Adventist Church. All Seventh-day Adventist Schools in the State of Victoria form a single system of schools known as the Seventh-day Adventist Schools (Victoria) Inc. (ASV)

Nunawading Christian College Primary is managed by a School Council which is responsible for financial management, marketing, and the maintenance of the school facilities. Responsibility for the day-to-day leadership and operation of NCC Primary rests with the Primary Principal.

The Primary school was established on the present property in 1963 and has gone through numerous changes, including a complete refurbishment in 1998. At present it consists of ten classrooms, library and specialist rooms, staff room, first aid room, reception and office areas. Two new classrooms, amenity blocks and library extensions were added in 2003. In 2008, a block of two demountable classrooms and two offices were moved onto the site, refurbished, outfitted and verandas and ramps were added. In 2009 the staff room and Primary Head of School office were relocated and a conference room established. In 2010 a Music Centre and Multipurpose Hall were completed. In 2019 the two Yr 5/6 classes were relocated into 2 modular classrooms with a withdrawal and Wellbeing room as the ELC expanded into the two Yr 5/6 rooms.

Nunawading Christian College Primary has a reputation for educational excellence. We endeavour to provide a learning environment where harmonious and balanced development of the Spiritual, Academic, Social and Physical aspects of a child's life takes place. This requires each member of our learning community to accept, respect and encourage each other to achieve our vision and mission.

The College has introduced the Positive Behaviour for Learning (PB4L) program which intentionally develops the values of Respect, Responsibility, Resilience and Integrity.

Nunawading Christian College Primary offers a seven-year education program. The program begins with a Preparatory (Prep) Year, which is the first year of Primary school, followed by six years of primary schooling. The Year 6 Transition to Secondary program involves students participating in classes provided by staff in the Secondary School. Students who complete Year 6 are encouraged to continue at Nunawading Christian College Secondary located adjacent to the Primary school.

The Special Character of Adventist Education in Australia

Adventist education is Bible-based, Christ-centred, service-oriented and Kingdom-directed. It aims for a balanced development in the lives of students, encouraging them to choose a personal relationship with Jesus, serving Him in this world until He comes again.

Admission

Nunawading Christian College Primary has been established to meet the needs of young people seeking quality Christian education. It is open to students without regard to their ethnic background, gender or religious affiliation. As a Christian institution, it is intended that Nunawading Christian College supplement the role of the home and the Church.



While no religious test is applied, all students are expected to live in harmony with the school's standards and expectations as a Christian institution with appropriate behaviour at all times, with respect for God, each other and the Bible as the Word of God.

Acceptance of enrolment applications is at the discretion of the Principal and Enrolment Committee.

Enrolment Procedure

Entry Age: Five years of age (or older) by 30th April.

- Complete an application form.
- Present birth certificate.
- Present immunisation certificate (for Preparatory child).
- Arrange an interview with the Primary Principal. If enrolling in grades other than Prep please bring the child's previous reports and NAPLAN results to the interview.
- We also require a copy of child/parents VISA or Australian Citizenship Certificate if not born in Australia.
- Notify the school of any family law or custody requirements relating to the child. (It must be understood that only the legal custodial parent will be allowed access to the child at the school. Any special arrangements for variation of this must be in writing from the custodial parent. If a non-custodial parent is to receive copies of accounts or school reports this must be only by written request from the custodial parent.)
- A non-refundable enrolment application fee of \$250 per family is required.

Placement of Students

At Nunawading Christian College Primary, the school reserves the right to organise classes that best accommodate student needs. Classes may be single level or composite. When allocating students to classes every care is taken to consider: student academic level, number of pupils per grade, student relationships, gender and behaviour combinations. Placement is done by Nunawading Christian College Primary Principal and staff. Concerns about student placement may be discussed with the Primary Principal (by appointment).

Parents and School Partnership

Parent and school partnership is vital to a quality education program at Nunawading Christian College Primary. Parents are welcome and encouraged to attend all school functions along with their children, thereby helping to develop a close bond between

the home and school. Opportunities provided include the PIP program through working bees, Canteen, excursions and some classroom activities, the Home and School committee or as a class Parent Rep. Attendance at school functions is also encouraged.



Interviews

Formal Parent-Teacher interviews are held in March and June. Parents are welcome to discuss their child's progress at other times during the school year. To achieve maximum benefit from an interview, parents will be notified of the school's booking code and appointments can be made online, <http://www.schoolinterviews.com.au>. If unable to make the school's interview date, arrangements can be made to see teachers at a mutually satisfactory time when the teacher does not have other responsibilities. This will also mean that full information regarding your child can be made available. Parents or teachers may also request that the College Principal is in attendance at the interview.

School Hours

Classes	9:00am	11:00am
Recess	11:00am	11:20am
Classes	11:20am	1:00pm
Lunch	1:00pm	1:45pm
Classes	1:45pm	3:15pm

Attendance

Students are expected to attend on time and participate in all classes. If a student will not be attending school, a parent/guardian must either phone or email the school administration (admin@ncc2.vic.edu.au) by 9.00am each day the student will be absent. Parents DO NOT need to provide written notification of their child's absence, provided they have advised the school by phone or email.

Students are not allowed to leave the school grounds on their own during school hours. If it is necessary for a student to leave during school hours, parents should provide a written note identifying the adult who will collect the student. This person must sign the student out at Student Reception and give the pink *Leave Early Pass* to the teacher in the classroom when they collect the student.

If a student is not being transported by their usual means to or from school (e.g. bus, parent's car) a permission note from their parent/guardian must be sent to the school identifying who the student will be travelling with.

Extended Absences

If a student will be absent from school for an extended period (i.e family holiday etc.) please send a letter or email to the school office advising the dates that the child will be absent. The Student Receptionist will advise the student's teacher of this absence.

Please address letters to "Student Reception", P.O Box 216, Nunawading VIC 3131. Emails to be sent to admin@ncc2.vic.edu.au.



Late to School

Students must arrive at school by 8.55am each day. If a student arrives at school after 9.00am, the parent/guardian must first bring the child to Student Reception where they are required to sign the child in and obtain a blue *Late to School Pass*. This is then brought to the child's teacher. (If a child arrives late to school and does not sign in to the late book, parents will receive a text message from the school advising them that their child is absent.)

Supervision

Playground supervision commences at 8:30 am and finishes at 3:45 pm, Monday to Friday.

Outside these times, before and Outside Of School Care (OSHC) is available for a fee. A separate enrolment form must be filled in before a child can be accepted into this care.

Visitors

All visitors must report to the Main Reception and, if necessary, show their Working With Children's Check and obtain a visitor's pass as well as signing the visitor "In/Out Book".

Excursions

Excursions are an integral part of learning at Nunawading Christian College Primary. Excursions may be held during or outside school hours. Parents are notified in writing of any class excursion. Every care is taken when planning these outings so that they will be educational, enjoyable and safe. Written parental permission for a student to attend outings and excursions is required and the school will give adequate advance notice of the nature of the excursion and the type of activities anticipated. Parental permission implies that the parent accepts the arrangements as satisfactory and delegates appropriate authority to the school in case of an emergency. General Permission forms are signed each year to allow transport of students to sporting or other activities of a regular nature.

Each year the Year 6 classes take a trip to Canberra and Year 5 students participate in an outdoor education camp. Costs of these curriculum-based camps are included in school fees.

Swimming

The cost of professional swimming tuition is included in school fees. Bathers must be modest and one-piece or two-piece tankini swimmers for girls. . Foundation-6 attend lessons in 3rd Term. Swimming caps, while not compulsory, are encouraged.

Travel - School Buses



The College provides a number of buses to assist in transporting students to and from school. The buses currently service a wide area of the eastern and south-eastern suburbs. This is an additional cost to parents. Each application to travel by bus is assessed and we endeavour to accommodate (where possible) every request. All the buses operate under the currently legislated maintenance requirements. Matters of safety are viewed regularly. Parents are to provide a written confirmation of any variation to travel arrangements and notify the bus driver if transport is not needed on a particular day. Students and parents are requested to familiarise themselves with the bus rules listed below, which students must adhere to at all times:

1. Be on time at the bus stop
2. Sit down and face the front – do not kneel on the seats. Wear seat belts where fitted
3. Do not stand up or walk around in the bus while it is moving
4. Speak quietly and do not use bad language
5. No food or drink to be consumed on the bus at any time
6. Do not throw anything out of the windows – keep head, arms, etc. inside
7. Do not damage or deface the bus in any way
8. Do not harass, tease or bully other passengers
9. Do not pull faces or make gestures to people outside the bus
10. Respect and obey the bus driver

Breaching of the above rules may result in the student being refused access to the bus system.

Bus Fees

Bus invoices are issued prior to the start of each term. All bus fees must be paid in advance before the term starts. Students whose fees are not paid may not be transported to/from school until all fees are paid. Please note that any changes made to initial bus routes or buses during the year may incur a \$50 fee.

School Fees

Nunawading Christian College, along with many other private schools, bills fees one term in advance.

Fees may be paid by cash, cheque, credit/debit card (in person or over the phone), BPAY, or by direct debit.

Prompt payment discount is available provided fees are paid by the prompt payment date shown on your invoice.

Prompt payment discounts are: Term = 3% on net Tuition, Annual = 5% on net Tuition.

All fees for the year must be paid in full by the end of Term 3.

Payment of Fees

Unless written arrangements are made personally with the Principal, an unpaid fee account may lead to the student's enrolment being suspended or terminated. Annual or



Term fees not paid by the due date may incur a \$50 late payment fee. Students with fees outstanding from previous years will not be permitted to re-enrol for the following year. Furthermore, students in arrears with payments at the end of each term will not be permitted to commence the next term until payment has been made or a suitable arrangement has been agreed upon with the Principal. NCCP reserves the right to employ a debt collection agency in the event of on-going unpaid school fees.

Impact of Withdrawal on Fees

The College requires that a term's notice be given (in writing) when students are being removed from the College. Students who are removed from the College without a term's notice being given will be charged a term's fees in lieu of that required notice. Students who are taken from the college for extended periods of time on holidays, suspension, illness, etc. will not receive a refund on tuition. The only exception to this rule may be if a student is withdrawn for a whole term or more or a period equal to a term (10 weeks) & it is agreed to by School Council to waive the fees. For absences of 10 weeks or more, a written application needs to be made to the Principal to present to School Council for tuition fee relief. Curriculum levies must be paid during extended absence.

If a student gives one term's notice of their intention to withdraw from the College, then fees paid in advance will be refunded. However, students who are terminated from the College part way through a term will not be eligible for any refund of fees paid for that term.

Also see Terms & Conditions of Trade which are distributed with all invoices, on the website and in the back of this booklet.

School Involvement Program (SIP)

The School Involvement Program (SIP) has been designed to enable all parents to contribute to the school, either through direct participation or through financial support to assist in the maintenance and development of the school. Each family is allocated 16 hours a year (4 hours per term) or 8 hours for single parent families. If you are unable to assist the school with 16 hours a year voluntary time a charge will be issued separate to the school fees, pro rata to hours worked.

Sickness

We are equipped to handle minor injuries that occur at school. In case of injury or illness parents will be contacted. Parents are requested to collect and take children home who are too ill to return to the classroom. In the event of an accident or serious illness the Primary Principal will act "in loco parentis" if the parents cannot be contacted, and will make arrangements for medical treatment.

If your child needs medication at school, please notify the class teacher of specific instructions in writing regarding dosage and times. Children should not take medication at school without the supervision of a teacher or the First Aid Officer.

Local council requires that all children entering school (Preparatory) must have an immunisation status certificate from the local council Health Department.

If your child is unwell please do not send him/her to school. The school must be contacted in the event a student is absent.





Insurance

Each year a policy is negotiated which provides 24 hour insurance cover for each student for the full year. The cost of this cover is included in levies. The benefits derived from this policy are itemised on a schedule available from the school office.

Library Books

The library is an integral part of the school study program. Whole classes use our library. The library is also open for children wanting to borrow books on a weekly basis. Books are made to be used and we like children to take them home but they must be promptly returned. Books not returned after one month need to be replaced. Parents will be charged replacement costs: hardback books - \$35.00, paperback books - \$20.00. Please see that children take care of their books because damage and losses can be expensive.

Newsletters

School newsletters are published fortnightly and can also be viewed on our College website, nunawading.vic.edu.au

Communication

Two-way communication between school and home is vital to a positive school culture. The College uses a variety of communication strategies to keep parents/guardians informed of school events through school newsletters, classroom notes, web page, SMS and email. Parents are also welcome to keep the school informed of any school-related concerns using phone (03 9877 3555), email admin@ncc2.vic.edu.au or letter. (Parents are requested to ensure they have supplied current mobile phone numbers to the College).

Lunches

Parents are encouraged to provide good breakfasts and healthy lunches for their children. Each child will be expected to remain seated in the lunch-eating area for ten minutes.

Recess Brain Food

As some students have a very early start to their school day they may wish to eat some “brain food” at morning recess. Please send along only a suitable HEALTHY snack – no chips, cake, chocolate, etc. Fruit, nuts, yoghurt, vegetable sticks are suitable snacks.

NOTE: The chewing of gum is prohibited at all times.

Canteen

A school canteen runs from Monday – Thursday each week. The canteen sells a variety of healthy, vegetarian food. Orders can be processed on-line through Flexischools (www.flexischools.com.au) up until 9.00am on the day of the order. Alternatively, money orders in a paper bag can be given to Student Reception by 9am on the day of order.

The Canteen also offers a take-home family meal service. Meals ordered by 1pm Wednesday will be ready for collection from 3-3:30pm Thursday (ELC orders will be taken up to the centre).



General Guidelines

- a. Rules at the school are derived from the statements of Student Rights and Responsibilities and are concerned with the safety of personnel and property, and with courtesy and respect of teachers, adults and fellow students.
- b. Because we wish to encourage wise decision-making, teachers will follow the Positive Behaviour for Learning (PB4L) guidelines and strategies, and give encouragement and affirmation to students who demonstrate self-control and thoughtfulness in their interaction with others.
- c. Because the school caters for a wide age range of students, consequences for misdemeanours will vary according to the individual situation and the severity and frequency of the misdemeanour. Thus a broad spectrum of disciplinary actions will be used.
- d. Disciplinary action will be preceded by a consultative process between teacher and student. The primary goal will be to help the student to accept responsibility for his/her own actions and for the student to know that it is the behaviour that is being rejected and **not the student**.
- e. The Principal may be included in this process. When necessary, parents will be contacted.

At times children who attend the school may exhibit problem behaviours. Where a student displays a pattern of behaviour which interferes with the rights of teachers to teach and students to learn, specific strategies may be put in place to assist the student to learn, specific strategies may be put in place to assist the student to realign their behaviour to meet the conditions of enrolment, whilst maintaining the student's wellbeing. If after extensive consultation and assistance the behaviour fails to meet expectations, parents will be requested to withdraw the child from Nunawading Christian College Primary.

Discipline and School Rules

A high standard of personal conduct, wearing of uniform, and Christian behaviour is expected of students. The educational program aims to teach students to be responsible for their own conduct. School rules are based on safety and consideration for fellow students.

Upon registration, a Student Conduct Agreement is signed by both students and parents. This is to ensure that the school's Code of Conduct is respected and adhered to by all students.

Policy Statement

As a Christian school, Nunawading Christian College Primary aims to develop a school climate which encourages students to grow in their understanding and love for God and for each other, and to make life decisions based on Christian values. The aim of

discipline is to help the student achieve self-discipline based on Christian ethics. Any disciplinary action will include explanations and encouragement for wise decision-making on the part of the child.



Code of Conduct

- Follow teachers' instructions
- Be respectful of all people
- Take care of school property
- Kick balls only in designated areas, ie: not near windows
- Throw only balls provided, not rocks, pinecones, sticks or stones
- Do my best at all times
- Use language that is pure, kind and true
- Play in designated areas
- Complete homework on time
- Wear the correct school uniform as specified. Including, black school shoes, no makeup and no jewellery (refer to, Wearing Our Uniform, in the school handbook).
- Look after my property (not someone else's)
- Walk in corridors/pathways and assembly area
- Keep valuables at home
- Look out for people in our school and include them in games and classroom activity
- Leave electrical devices like mobile phones, ipods etc at home or with the classroom teacher

Property Damage

The cost of breakages and damage caused by irresponsible, careless or malicious behaviour will be charged to the parent or guardian of the student involved. The cost of accidental damage is borne by the school.

Children are discouraged from bringing to school expensive toys or other personal items. Any loss or breakage is the responsibility of the owner. All types of war toys, including water pistols, are prohibited and will be confiscated if found.

Homework

Homework is set to enable the students to practise or memorise the work done in school, or to complete assignments. Each teacher will communicate the homework requirements for their grade/s at the beginning of the year.

Stationery

All stationery and textbooks for Years Prep-6 are purchased by the school and included in the school fees. Children are issued with extra supplies as needed.

Uniform



The wearing of the school uniform is part of Nunawading Christian College tradition and culture. The wearing of the regulation uniform is compulsory at school including while travelling to and from school and at most College functions. It is expected that students wear their school uniform correctly at all times. Personal appearance is an important part of student character development. Dress code reflects care in personal presentation and enhances the reputation of the student and the school.

All items listed are standard items unless otherwise stated.

The sport uniform is designed to merge relatively seamlessly from the design for the youngest students into the design for the older students. Transition is recommended to occur around Grade 3.

Nunawading Christian College runs a Uniform Shop on campus which stocks both the Academic Uniform and the Sports Uniform (except socks).

A range of secondhand uniform is also available.

The shop is open as follows:

8:00 – 9:00 am each Tuesday during term

3:00 – 4:00 pm each Thursday during term

As needed during other busy times of the year.

Wearing the Nunawading Christian College Uniform

1. At College functions and when travelling to and from school, correct school uniform must be worn. The uniform must be in good repair and presentation, as detailed in the uniform lists.
2. Sport Uniform and Academic Uniform must not be mixed. Similarly, winter uniform and summer uniform are not to be mixed.
3. Winter uniform is required for Terms 2 and 3. Summer uniform is required for Terms 1 and 4. There is a two-week transition period at the beginning of Terms 2 and 4 where students may wear either summer or winter uniform (but not a combination of both)
4. Any student out of uniform is required to present a note from parents explaining the exceptional circumstances. Any alternative clothing necessary should be as close as possible to the uniform.
5. If shorts are worn under girls' skirts, pinafores or dresses they must be black or navy and short so as not to be seen.
6. If for extra warmth, singlets or T-shirts are worn under the uniform, they must not be visible at the neck or sleeve or seen through the uniform.
7. Hair must be well groomed and kept back off the face. Extremes in hairstyle or colour are unacceptable. If students choose to wear their hair long, it must be tied back.
8. Make-up is not to be worn by students.
9. Coloured nail polish is not to be worn.

10. Jewellery is not to be worn, with the exception of a wristwatch and a medical alert bracelet or chain. Girls with pierced ears may wear one small gold or silver stud earring in each ear or plastic inserts.
11. When travelling to and from school on wet days, students are permitted to wear the school's navy raincoat.
12. All uniform must be clearly and permanently named.



Boys Academic Uniform



Shorts for Summer	Tailored, poly viscose, darkish-grey shorts, with front zip and adjustable waist N.B. No cotton drill, denim, corduroy
Trousers for Summer or Winter	Optional in summer darkish-grey, poly viscose school trousers, with tailored front N.B. No cotton drill, corduroy, denim
Belt	Optional. if worn, to be plain in black dress style with plain buckle
Shirt for Summer	White, short sleeve shirt with logo (NB Do NOT soak logo shirts in Napisan or similar)
Shirt for Winter	Mid-blue long sleeve shirt with business collar. All shirts must be worn tucked in except the white, short sleeve shirt with logo.
School Tie	Compulsory with winter uniform NCC school tie: navy background with red, light blue stripe
Blazer	Lined, navy blue, pocket logo with gold, navy & white NCC crest. Compulsory from Year 5 - Year 12 and available to all students from Prep up.
Zip Jacket	Compulsory for Prep to Year 4 as an alternative to blazer. Navy, polyester nylon, with embroidered NCC crest. Navy bands at neck, waist and cuff
Jumper	New soft, merino and wool blend OR poly cotton jumpers, available at NCC Uniform Shop
Shoes	Sturdy, black polishable leather lace-up school shoes (no boots or sport/runner style shoes)
Socks	Plain grey, ankle (no anklets) to knee high with both shorts and trousers
School Bag	NCC bags are compulsory. There are 2 sizes available. Nylon bag with moulded base NCC crest on pocket
Raincoat	Plain navy and only if needed for wet weather. Purchase from the uniform shop. Must not be worn inside
Sunhat	Navy blue, wide brimmed hat with cord and toggle. Compulsory in Terms 1 and 4.
Winter Accessories	Gloves/scarves. Solid navy or black colour only.

Girls Academic Uniform



Summer Dress	Blue and white small check, with button front Same design and fabric from Prep – Year 12 N.B. Dress to be worn close to knee length
Winter Pinafore	Navy background with light blue and red check with adjustable back. Girls may transition to secondary skirt during Year 6. N.B. To be worn close to knee length or below
Winter Shirt	Mid-blue, long sleeved school shirt with business collar
School Tie	Compulsory with winter uniform NCC school tie, navy background with red and light blue stripe
Blazer	Lined, navy blue flannel. Pocket logo with gold, navy & white NCC crest. Compulsory from Year 5 - Year 12
Zip Jacket	Compulsory for Prep to Year 4 as an alternative to blazer. Navy, polyester nylon, with embroidered NCC crest. Navy bands at neck, waist and cuff
Jumper	New soft, merino and wool blend OR Poly cotton jumpers available from Uniform Shop
Shoes	Sturdy black, polishable leather lace-up school shoes (no boots or sport/runner style shoes)
Socks/Tights	Winter - Navy knee-high socks or navy tights. Summer - White ankle (no anklets) or knee-high socks
School Bags	NCC bags are compulsory for Prep – Year 12. There are 2 sizes available. The bag is a nylon bag with moulded base. NCC crest on pocket
Sunhat	Navy blue with wide brim, cord and toggle. Compulsory in Terms 1 and 4.
Raincoat	Plain navy, no logo or trim and only if needed for wet weather. Must not be worn inside
Hair Accessories	Navy or royal blue only
Winter Accessories	Gloves/scarves. Solid navy colour only

Sports Uniform

The sport uniform is worn on nominated days all year round.



Prep - Year 12

Polo-shirt	NCC design of burgundy with navy and white collar trim and white NCC sports logo. Same design worn by Prep to Year 12 (worn winter and summer). Optional long sleeve version available for added warmth
Shorts	Navy, microfibre, shorts with NCC lettering on leg. Fob-pocket and drawstring at waist. Same design worn by Prep to Year 12. Shorts should be worn for all active sports
Vest	Optional extra purchase. Navy polar fleece with front open ended zip, burgundy and white trim with NCC sport logo
Sport Shoes	Runners of your choice
Socks	Plain white ankle height (no anklets) sports socks
Sunhat	Navy blue with wide brim, cord and toggle Compulsory in Terms 1 and 4.
Hair Accessories	Navy Blue
Girls Bathers	One-piece bathers

Prep - Year 2

Fleecy Jumper	NCC design Navy with burgundy and white trim with white NCC Sport logo
Trackpants	Navy, fleecy trackpants with double fabric at knees and "NCC" lettering on leg

Year 3 - Year 12

Trackpants	Navy, Microfibre trackpants with NCC lettering logo on leg (summer or winter). N.B. Manufacturers advise that the pants are not designed for wear during active sports
Sports Jacket	Lined microfibre sports jacket with navy lining, burgundy and white trim and NCC sports logo

Terms & Conditions



1. Definitions

- 1.1 "N.C.C.P" shall mean Seventh-day Adventist Schools (Victoria) Limited T/A Nunawading Christian College Primary, its successors and assigns or any person acting on behalf of and with the authority of Seventh-day Adventist Schools (Victoria) Limited T/A Nunawading Christian College Primary.
- 1.2 "Student" shall mean the Student enrolled with N.C.C.P, 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, who agrees to be liable for the debts of the Parent on a principal debtor basis.
- 1.5 "Services" shall mean all Services provided by N.C.C.P 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 N.C.C.P to the Student.
- 1.7 "Fees" shall mean the Fees payable for the Services as agreed between N.C.C.P 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 N.C.C.P from the Parent for the provision of Services and/or the Parent's acceptance of Services provided by N.C.C.P 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 N.C.C.P.
- 3.4 None of N.C.C.P's teachers, agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Principal of N.C.C.P in writing, nor is N.C.C.P bound by any such unauthorised statements.
- 3.5 The Parent shall notify N.C.C.P 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 N.C.C.P's sole discretion the Fees shall be charged to the Parent at a scale determined and published by N.C.C.P from time to time, and shall include all other N.C.C.P expenses incurred by the Child whilst enrolled at N.C.C.P.
- 4.2 A non-refundable application fee of one hundred and fifty dollars (\$150.00) 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, or by direct credit, or by any other method as agreed to between the Parent and N.C.C.P.
- 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 N.C.C.P 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 N.C.C.P's ownership or rights in respect of this Agreement shall continue.

5. Provision of Services

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

6. Responsibilities of the Parent

- 6.1 The Parent acknowledges and agrees:
- to support the Christian ethos and philosophy of N.C.C.P at all times while the Child is enrolled; and
 - to endeavour to support and uphold the principles, practices and educational policies of N.C.C.P in every way; and
 - to ensure that, in after-hours meetings of N.C.C.P students under the jurisdiction of, or organised by, us, the Parent, Christian principles and moral standards of N.C.C.P will be upheld at all times; and



- (d) that the Child must abide by N.C.C.P' rules in force from the time as interpreted by N.C.C.P and the continued attendance at N.C.C.P is at the absolute discretion of N.C.C.P Committee of Management and Administration; and
- (e) that N.C.C.P reserves the right to take any disciplinary action thought appropriate in relation to any Child whose attitude, progress or behaviour is not, in N.C.C.P' opinion, conducive to the welfare of that Child or N.C.C.P; and
- (f) that N.C.C.P reserves the right to amend its education program. Whilst every care will be taken, this may include the right to discontinue teaching subjects or adjusting other programs as deemed necessary; and
- (g) that for the Child to progress academically it is essential that the Child has confidence in the staff at N.C.C.P. Therefore, the Parent will do all in their power to see that the Child respects and obeys the staff and rules of N.C.C.P. If the Child should experience any difficulty in N.C.C.P, the Parent will bring any complaints directly to N.C.C.P Administration; and
- (h) to uphold and support the high academic standards of N.C.C.P by providing a place at home for the Child to study and give the Child positive encouragement while reinforcing the necessity for the completion of homework and assignments; and
- (i) to give permission for the Child to take part in all N.C.C.P activities, including sports and N.C.C.P-sponsored trips away from N.C.C.P, and understand and accept that teachers will be responsible and liable for such reasonable care and protection as is normally given by parents; and
- (j) to actively support and assist, where possible, in the life of N.C.C.P' program.

7. Absences and Illness

- 7.1 It is the responsibility of the Parent to advise if a Student is to be absent as soon as possible, and inform N.C.C.P of the estimated length of absence.
- 7.2 The Student will not be able to attend N.C.C.P 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 N.C.C.P requests that the sick Student be kept away from N.C.C.P because the Student requires care which N.C.C.P staff resources do not permit.

8. Emergency Contacts

- 8.1 The Parent must provide N.C.C.P 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 N.C.C.P staff, the Parent (or a responsible person authorised by the Parent) must go immediately to N.C.C.P to collect the sick or injured Student.

9. Medication

- 9.1 Where the Student requires the administration of medication, the Parent will:
 - (a) provide written instructions to N.C.C.P; and
 - (b) provide the correct medication in its original container; and
 - (c) provide written instructions from a medical practitioner for the administration of non-prescription medication; and
 - (d) provide N.C.C.P's staff with the name and contact phone number of the Student's doctor.
- 9.2 N.C.C.P staff are authorised to administer medication only in accordance with the Parents written authority. In doing so, N.C.C.P staff are to be regarded as acting as the Parent's agent. N.C.C.P 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.
- 9.3 The Parent will notify the centre of any changes or developments in the Student's medical history.

10. Accident or Emergency

- 10.1 Whilst every reasonable effort shall be made by N.C.C.P 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 N.C.C.P's doctor, any attending doctor, ambulance officer, police or State Government Officer.
- 10.2 The Parent will be responsible for any costs incurred as a result of hospitalisation or treatment.

11. Notification of Abuse

- 11.1 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.

12. Court Action

- 12.1 Should the Student be the subject of any court action, particularly custody or access issues, being heard before the Family Law Court, N.C.C.P shall not allow staff to issue statements or provide reports regarding the Student, except where instructed to do so by the Court itself.

13. Intellectual Property

- 13.1 Where N.C.C.P 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 N.C.C.P, and shall only be used by the Parent at N.C.C.P's discretion.



14. Quality Assurance

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

15. Textbook and Musical Instrument Hire

15.1 The Equipment shall at all times remain the property of N.C.C.P, and is returnable on demand by N.C.C.P. In the event that the Equipment is not returned to N.C.C.P in the condition in which it was delivered, N.C.C.P retains the right to charge the price of repair or replacement of the Equipment.

15.2 The Parent shall (on behalf of the Student):

(a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lien over the Equipment; and

(b) 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

(c) 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 N.C.C.P.

15.3 The Parent accepts full responsibility for the safekeeping of the Equipment and agrees to insure, or self insure, N.C.C.P's interest in the Equipment.

15.4 The Parent agrees to indemnify N.C.C.P 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.

16. Withdrawal or Termination of Enrolment

16.1 Notification of withdrawal of enrolment from N.C.C.P must be made in writing with at least one terms advance notice. Full Fees must be paid in lieu of notice and no refund of Fees paid will be given unless a full terms notice is given.

16.2 N.C.C.P may cancel these terms and conditions or terminate the Student's enrolment at any time by giving written notice to the Parent. N.C.C.P shall not be liable for any loss (including, but not limited to, loss of income) arising from such termination.

17. Default and Consequences of Default

17.1 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 percent (2.5%) per calendar month (and at N.C.C.P's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

17.2 In the event that the Parent's payment is dishonoured for any reason, the Parent shall be liable for any dishonour fees incurred by N.C.C.P.

17.3 If the Parent defaults in payment of any invoice when due, the Parent shall indemnify N.C.C.P from and against all costs and disbursements incurred by N.C.C.P in pursuing the debt including legal costs on a solicitor and own client basis and N.C.C.P's collection agency costs.

17.4 Without prejudice to any other remedies N.C.C.P may have, if at any time the Parent is in breach of any obligation (including those relating to payment) N.C.C.P may suspend or terminate the enrolment of Student at N.C.C.P and any of its other obligations under the terms and conditions. N.C.C.P will not be liable to the Parent for any loss or damage the Parent suffers because N.C.C.P has exercised its rights under this clause.

17.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (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.

17.6 Without prejudice to N.C.C.P's other remedies at law N.C.C.P shall be entitled to cancel all or any part of any order of the Parent which remains unfulfilled and all amounts owing to N.C.C.P shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to N.C.C.P becomes overdue, or in N.C.C.P's opinion the Parent will be unable to meet its payments as they fall due; or

(b) 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

(c) 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.

18. Security and Charge

18.1 Despite anything to the contrary contained herein or any other rights which N.C.C.P may have howsoever:

(a) 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 N.C.C.P or N.C.C.P'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 N.C.C.P (or N.C.C.P'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.



- (b) should N.C.C.P elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Parent and/or Guarantor shall indemnify N.C.C.P from and against all N.C.C.P's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Parent and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint N.C.C.P or N.C.C.P'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 18.1.

19. Privacy Act 1988

- 19.1 The Parent and/or the Guarantor/s (herein referred to as the Parent) agree for N.C.C.P to obtain from a credit reporting agency a credit report containing personal credit information about the Parent in relation to credit provided by N.C.C.P.
- 19.2 The Parent agrees that N.C.C.P 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:
 - (a) to assess an application by the Parent; and/or
 - (b) to notify other credit providers of a default by the Parent; and/or
 - (c) 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
 - (d) 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.
- 19.3 The Parent consents to N.C.C.P being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 19.4 The Parent agrees that personal credit information provided may be used and retained by N.C.C.P for the following purposes (and for other purposes as shall be agreed between the Parent and N.C.C.P or required by law from time to time):
 - (a) the provision of Services; and/or
 - (b) the marketing of Services by N.C.C.P, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Parent's credit, payment and/or status in relation to the provision of Services; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Parent; and/or
 - (e) 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.
- 19.5 N.C.C.P may give information about the Parent to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Parent;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Parent.
- 19.6 The information given to the credit reporting agency may include:
 - (a) personal particulars (the Parent's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
 - (b) details concerning the Parent's application for credit or commercial credit and the amount requested;
 - (c) advice that N.C.C.P is a current credit provider to the Parent;
 - (d) 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;
 - (e) 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;
 - (f) information that, in the opinion of N.C.C.P, the Parent has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Parents credit obligations);
 - (g) advice that cheques drawn by the Parent for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Parent by N.C.C.P has been paid or otherwise discharged.



20. General

- 20.1 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.
- 20.2 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 Melbourne.
- 20.3 N.C.C.P 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 N.C.C.P of these terms and conditions.
- 20.4 In the event of any breach of this contract by N.C.C.P the remedies of the Parent shall be limited to damages which under no circumstances shall exceed the Fees of the Services.
- 20.5 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 N.C.C.P nor to withhold payment of any invoice because part of that invoice is in dispute.
- 20.6 N.C.C.P may license or sub-contract all or any part of its rights and obligations without the Parent's consent.
- 20.7 The Parent agrees that N.C.C.P may, at their sole discretion, 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 N.C.C.P notifies the Parent of such change.
- 20.8 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.
- 20.9 The failure by N.C.C.P to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect N.C.C.P's right to subsequently enforce that provision.