

# ENROLMENT TERMS AND CONDITIONS

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|--------------------|----------------|-----------------------|-----------|
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## 1 Philosophy and statement of values

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- 1.1 Australian Christian College Victoria Online (**ACCVO**) is a virtual campus of Australian Christian College Victoria (**ACCVic** or the **College**), a registered school in Victoria. The College – and ACCVO – are operated by Christian Education Ministries.
- 1.2 The College is a not-for-profit, non-denominational, Christian Education organisation whose mission is to develop each and every student to be equipped spiritually, academically, socially and physically to flourish into their full potential, and be a positive influence on the world around them.
- 1.3 ACCVic's vision is for each student to have a Biblical Foundation in their life, to have a personal relationship with Jesus Christ, and to succeed in whatever God wants them to do. ACCVic's full Statement of Philosophy, including Statement of Faith, is available [here](#).

## 2 Agreement

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- 2.1 Enrolment at ACCVO is confirmed when ACCVO receives from a prospective Parent:
- (a) the acceptance form accepting an offer of a place; and
  - (b) all documentation requested in the enrolment process and letter of offer; and
  - (c) the Enrolment Fee.
- 2.2 Failure to reply or provide the above within the period prescribed in the letter of offer may result in ACCVO withdrawing the offer.
- 2.3 By signing the acceptance form, the Applicant agrees to the terms of the Enrolment Agreement. The Enrolment Agreement includes the following documents as amended from time to time and provided to Parents, which were provided with the letter of offer:
- (a) the Enrolment Policy;
  - (b) letter of offer and acceptance form;
  - (c) these Terms and Conditions of Enrolment;
  - (d) the Fee Schedule; and
  - (e) the School Community and Student Codes of Conduct.
- 2.4 Applicants, Parents and Students agree to abide by College's Rules, Policies and Procedures, which may be changed during the period of enrolment at the discretion of the College, including the Complaints Handling Policy and Student Behaviour Management Policy. The College's Rules, Policies and Procedures do not form part of the Enrolment Agreement.
- 2.5 Failure to abide by the Enrolment Agreement and/or College's Rules, Policies and Procedures may result in disciplinary action or cancellation of enrolment by the College.

## 3 Fees and charges

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- 3.1 Where there is more than one parent who signs the Enrolment Application Form, both persons will be equally responsible jointly and severally for the school fees and any other charges. Responsibility for Fees, charges and other levies remains jointly and severally with all parents or guardians who sign the Application Form (referred to together as the **Applicant**) irrespective of what may happen to the relationship between them.
- 3.2 All Fees and charges must be paid in full by the due date set out in the invoice issued each term, unless another arrangement has been pre-agreed in writing between the Applicant and the College. The College charges Tuition Fees either:
- (a) for the school year in advance, offering a 5% discount;
  - (b) over ten monthly instalments between February and November; or

- (c) if enrolled for Semester 2 only, for Terms 3 and 4 in advance with the whole amount being due on enrolment.
- 3.3 All Fees and charges are subject to change. Fees and charges are set by the Fee Schedule available on the ACCVO website. The Applicant must pay the current rate of Fees and charges set by the Fee Schedule available from the College. Fees and charges quoted for taxable supplies include GST where applicable.
- 3.4 Tuition Fees are shared with the school community before the end of October annually.
- 3.5 The College requires six weeks' notice for withdrawal of students.
- 3.6 The Application Fee must be paid for the Enrolment Application to be considered. It is non-refundable. The College may waive the Application Fee if a family has already paid the Application Fee twice.
- 3.7 The Enrolment Fee must be paid to accept a letter of offer and confirm enrolment. It is neither refundable nor transferable. Enrolment is not confirmed until the Enrolment Fee has been paid.
- 3.8 If a Student is enrolled during a term, tuition fees will be charged on a pro rata basis.
- 3.9 Fees do not include some items, including most excursions or voluntary instrumental music lessons. The Applicant is responsible for fees and charges supplied in relation to all excursions and additional activities.
- 3.10 All invoices and statements are sent by email. It is the responsibility of the Parents to ensure ACCVO is informed of any changes to contact details. A request to add or delete account billing nominees can be made in writing. ACCVO may agree to add new billing nominees at its sole discretion.
- 3.11 If the Student's enrolment is terminated by ACCVO, the Applicant is liable for all fees and charges incurred before the date the Applicant is notified of the Student's enrolment at the College being terminated. Tuition Fees paid in advance will be refunded except when sufficient notice is not provided and six weeks' Tuition Fees is retained in lieu of notice.
- 3.12 These Terms and Conditions do not affect the rights of the Applicant to take action under the Australian Consumer Law if the Australian Consumer Law applies.
- 3.13 Application and Enrolment Fee payments can be made by cash, cheque or credit card. Tuition fees and all other account payments can be made online or by credit card. The College will not split fees across multiple payers.

#### **4 Overdue Accounts**

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- 4.1 A Late Fee is charged when tuition fees are not paid by the due date.

- 4.2 Late payment of Fees and charges may lead to a debt recovery process. ACC may take such action deemed necessary to recover unpaid Fees or charges, including recovery costs.
- 4.3 The Principal is authorised to take such action deemed necessary to recover unpaid fees or charges, including recovery costs.
- 4.4 Overdue accounts may result in late fees, suspension of enrolment, exclusion of the Student from certain activities, the permanent exclusion from live lessons or other elements of ACCVO schooling, termination of enrolment and recovery via legal action, which shall involve both payment of the unpaid fees and charges and costs of recovery being charged to the Applicant.
- 4.5 Families who may be experiencing financial difficulties are encouraged to contact the Principal in advance of payment dates to negotiate suitable arrangements.
- 4.6 These Terms and Conditions do not affect the rights of the Applicant to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

## **5 Withdrawals**

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- 5.1 If the Applicant wishes to withdraw the Student from ACCVO, the Applicant must give six weeks' notice in writing signed by each of the persons who signed the Enrolment Application (or each person with parental responsibility for the student). If this notice is not provided, six weeks' Tuition Fees, or a sum reflective of the cost to the College, will be charged in lieu of notice.
- 5.2 If a Parent wants to withdraw their child from ACCVO, the Parent must contact the College to arrange a meeting via video call.
- 5.3 School holidays will not be taken into account when calculating the six weeks' notice period referred to in clause 5.1 above.
- 5.4 No refund of Tuition Fees paid, or waiver of any outstanding Tuition Fees, will be made if the Student is withdrawn from the College during a term or is absent for any reason.
- 5.5 The withdrawal of a Student and subsequent re-enrolment of the same Student requires a new Enrolment Application and payment of the Application Fee and Enrolment Fee. A new date of application will be allocated if there is a waiting list.

## **6 Refunds**

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- 6.1 The Application Fee and Enrolment Fee are non-refundable.
- 6.2 Pre-paid pro-rata Tuition Fees will be refunded within three months to the person/s who made the relevant payment or signatories on the letter of offer, if the required notice is provided.
- 6.3 Parents must give six weeks' notice to discontinue a co-curricular activity or to withdraw from the College.

- 6.4 In the case of prolonged illness (one full school term or more), an application, accompanied by a medical certificate, may be made to the College for consideration of some remission of Tuition Fees. The College has discretion to offer a refund or some remission.

## **7 Disciplinary action**

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- 7.1 The continued enrolment of students is dependent on:
- (a) the student's behaviour being in accord with the ACCVO and College policies, including but not limited to the Student Code of Conduct, rules and regulations, as amended from time to time;
  - (b) the behaviour of the Applicant and Parents being in accord with relevant policies, including but not limited to the School Community Code of Conduct; and
  - (c) ACCVO being confident ACCVO can discharge the duty of care towards the student, which is informed by the conduct of the parents and guardians, safety of the Place of Learning, information gathered from Virtual Visits and other engagement and interactions with ACCVO.
- 7.2 ACCVO applies a positive behavioural approach to the discipline of student behaviour and seeks to restore students to participate and benefit from College educational programs offered.
- 7.3 ACCVO reserves the right to discipline the Student for conduct, including for out of hours conduct, that may affect other students or staff or unduly damage the reputation or property of ACC and/or ACCVO.
- 7.4 Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the College) if in the reasonable opinion of the Principal:
- (a) the Student is found to have breached the College's policies, including but not limited to the Student Code of Conduct;
  - (b) such discipline is applicable under the Student Behaviour Management Policy; or
  - (c) the Student is found to have engaged in behaviour detrimental or prejudicial the welfare of the College, its staff and/or students;
  - (d) the Applicant (or one of them) has breached the School Community Code of Conduct;
  - (e) supervision is not provided or is, in the reasonable opinion of ACCVO, inadequate;
  - (f) ACCVO reasonably considers that the student is not living with or supervised by a responsible adult of good character.
- 7.5 If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 7.6 If suspended, the Student shall not be permitted to attend live lessons, clubs, carnivals, homeroom sessions, online forums or discussion boards.

## 8 Attendance

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- 8.1 Students are encouraged to participate in co-curricular activities such as clubs and religious services which may be held on the weekend or before or after normal school hours.
- 8.2 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided.
- 8.3 If the Student is not able to attend live classes or any other co-curricular activities in connection with ACCVO for any reason (including illness or injury), it is the responsibility of Parents to inform ACCVO by 8:30am of that school day or prior to the commencement of the co-curricular activity and confirm in writing upon the first day of the Student's return to the College the reason for the Student's absence.
- 8.4 It is the Applicant's responsibility to advise ACCVO as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 8.5 After holiday periods, the Student is expected to return to school on the dates fixed by ACCVO unless permission is obtained from the Principal.
- 8.6 The Student is not permitted to stop attending live classes until the published closing date of each term unless permission is obtained from the Principal.
- 8.7 If a student's attendance falls below 95% in a school term, ACCVO will investigate further. Where concerns exist, the College may require a Virtual Visit and/or a meeting with the student's Parents, Onsite Supervisor and/or nominated contact.
- 8.8 If the student's attendance raises concerns for ACCVO, the Principal may decide to make a formal referral to the Department of Education or appropriate regulatory body.
- 8.9 ACCVO is committed to accurate recording and rigorous monitoring of the attendance of all students and to responding promptly to any attendance issues that may occur. Student absences are reviewed at the start of the school day. Where no advice has been received from a student's Parents or nominated contact person, ACCVO will attempt to contact the Parents or nominated contact to enquire as to the reason for the student's absence.
- 8.10 Teachers maintain attendance records twice a day as per the ACCVO Attendance Policy.
- 8.11 Parents are legally responsible for making sure their child goes to school every day when aged 6 to 17 years old.
- 8.12 Attendance in a virtual setting requires a strong relationship between the College, Parents and Students. The ACCVO Attendance Policy does not form part of the Enrolment Agreement, but it does set the expectations of attendance by students and how the College and Parents work together to support the attendance, safety and education of Students.

- 8.13 While attending live lessons, ACCVO students must wear school uniform as per the ACCVO Uniform Policy.
- 8.14 The College may terminate enrolment after:
- (a) attendance falls to an unacceptable level as per the Attendance Policy or student or parents do not meet the requirements of the Attendance Policy;
  - (b) supporting measures have been implemented, or attempted to be implemented by the College to increase attendance;
  - (c) an official warning in writing has been issued to the Parent; and
  - (d) there is no improvement in attendance.

## **9 Technology**

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- 9.1 Enrolment at ACCVO requires each student to have a dedicated device for use during school hours with access to internet appropriate for online education. This includes having a webcam, headphones and a microphone.
- 9.2 ACCVO does not provide devices for students. Refer to the Online Acceptable Use Policy for information about online safety and security measures.
- 9.3 If more than one child is enrolled at ACCVO, each must have their own device.
- 9.4 Students are required to use third party software products during enrolment which have their own terms, conditions and privacy policies.

## **10 Privacy and National Data Collection Statement**

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- 10.1 ACCVO collects personal information about students, families and the people who care for them. The primary purpose of collecting the information is so ACCVO can enrol, educate and care for students.
- 10.2 Please refer to the College's Privacy Policy on our website for more information.
- 10.3 ACCVO uses personal information for the purposes of sharing marketing material about the College and ACCVO. Parents may - at any time - opt out of receiving any marketing communication by notifying the College in accordance with the Privacy Policy.
- 10.4 ACCVO is required to report certain data to the Australian Curriculum, Assessment and Reporting Authority (ACARA) and the Victorian Curriculum and Assessment Authority (VCAA). This may include student background characteristics such as sex, Indigenous status, socio-educational background and language background.

## **11 Supervision and cooperation**

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- 11.1 Parents are responsible for the supervision of Students in the Place of Learning. Supervising adults are expected to be contactable via phone during the school day.

- 11.2 Supervision by adults other than Parents is at the discretion of the Parents but requires the College to consent.
- 11.3 ACCVO may seek further information as to the adequacy of supervision arrangements including arranging for checks, interviews, Virtual Visits and training for Parents or other approved supervisors.
- 11.4 ACCVO may decline a request by a Parent to appoint a different supervisor.
- 11.5 Parents must actively engage and communicate with ACCVO staff so staff can be confident in the ongoing suitability of the Student for virtual education and the safety and wellbeing of the student. If the relationship between ACCVO and Parents has broken down to such an extent that ACCVO considers it can no longer discharge the duty of care to students or provide satisfactory education services, ACCVO may consider terminating enrolment.
- 11.6 The College has processes in place to ensure the College discharges the duty of care towards students with medical conditions and in response to students who become ill during the school day. Parents must provide the College with up-to-date information about the health and medical needs of students to support the College's ability to discharge the duty of care.

## **12 Virtual Visits**

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- 12.1 ACCVO considers student wellbeing safety as paramount. Because ACCVO has a non-delegable duty of care, one of our measures to support student wellbeing and safety is Virtual Visits. We conduct Virtual Visits:
  - (a) before offering a place at ACCVO;
  - (b) every six months or twice a calendar year; and
  - (c) when ACCVO considers a 'for cause' visit is necessary to respond to an actual or perceived risk of harm to a student.
- 12.2 ACCVO will endeavour to arrange a suitable and appropriate time for a Virtual Visit. Parents must cooperate with requests for regular and for cause visits. If a proposed time is not suitable, the virtual visit must be held within the next 5 school days. This is because the College has a non-delegable duty of care to take measures to reduce the risks of harm to students.
- 12.3 If a Parent:
  - (a) is not cooperative with the College in scheduling a Virtual Visit;
  - (b) cannot or does not attend a scheduled Virtual Visit; and
  - (c) does not agree to schedule a replacement Virtual Visit within 5 school days of the original proposed time,ACCVO may determine the student cannot no longer attend ACCVO and terminate the enrolment of the student.

## **13 Termination**

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- 13.1 The Enrolment Agreement may be terminated:

- (a) in accordance with or breach of provisions of these Enrolment Terms and Conditions;
- (b) in accordance with the Student Behaviour Management Policy;
- (c) for breach of the School Community Code of Conduct;
- (d) for breach of the Student Code of Conduct; or
- (e) as permitted by law.