



The King's School

Terms and Conditions of Enrolment

A copy of these Conditions is provided for retention by Parents for reference. These Conditions govern the enrolment of all Students at The King's School from the commencement of their enrolment through to the end of Year 12, unless terminated earlier under these Conditions. Special attention is drawn to the notice required for the withdrawal of a Student or cancellation of enrolment.

1. DEFINITIONS

1.1 In these Conditions:

Conditions means these Conditions of Enrolment.

Headmaster means the Headmaster or acting Headmaster of the School, by whatever title he or she is known, and includes his/her nominee.

Fees and Charges means all fees, charges, levies, expenses and other amounts payable to the School in connection with a Student's enrolment, including those set out in the School's Schedule of Fees (as amended from time to time).

Offer of a Place or **Offer** means the written offer made by the School to the Parents for the enrolment of a Student from the commencement of their enrolment until the end of Year 12, unless otherwise agreed.

Overseas Student means a Student who is not a domestic student as defined under the Education Services for Overseas Students Act 2000 (Cth) (ESOS Act) and therefore does not attract Government funding.

Visa Holder Student means a Student who is classified as a domestic student under the ESOS Act, but who holds a visa that is subject to ongoing conditions or limitations under the Migration Act 1958 (Cth).

Parent means the Student's Parent, legal guardian, or nominated guardian. Where two Parents are listed, obligations are joint and several.

School means The King's School, including the Senior Campus, Preparatory School, and Tudor House, all operated by The Council of The King's School.

Staff means all current and former employees, contractors and consultants engaged by the School.

Student means the child enrolled or seeking enrolment at the School.

Governor means those persons appointed to The Council of The King's School.

2. OFFER OF A PLACE AND STUDENT ACCEPTANCE FEE (SAF)

2.1 Both Parents must accept an Offer of a Place unless the School agrees in writing to waive this requirement. Acceptance of the Offer creates a binding agreement subject to these Conditions.

2.2 A non-refundable Student Acceptance Fee (SAF) must be paid at the time of acceptance. If unpaid, the place will be forfeited.

2.3 The SAF is non-transferable and non-refundable unless the School refuses to commence enrolment or where the Student is unable to commence enrolment due to their visa being refused or cancelled.

2.4 Variations in enrolment year or date requested by Parents may result in the Offer being cancelled. Where a variation is accepted by the School, a new SAF or additional payment may be required as a condition of issuing a revised Offer.

2.5 The SAF is reviewed periodically and advised to prospective families in writing.

2.6 Concessions on the SAF for siblings or re-enrolling students are set out in the full Schedule of Fees.

3. CONDITIONAL ENROLMENT

3.1 Enrolment is conditional on the School being satisfied it can meet the Student's needs.

3.2 The School may cancel the enrolment prior to commencement if it reasonably determines it cannot meet the Student's needs. A full refund of Fees and Charges will be made.

3.3 Competency in English is a prerequisite. The School may require an intensive English course and may cancel enrolment if language requirements are not met.

3.4 The School may request all relevant reports and assessments. Parents must provide all requested information fully and accurately.

3.5 Acceptance is at the School's discretion and subject to the Student demonstrating capacity to cope with and benefit from the School's academic and co-curricular program.

4. SCHOOL FEES AND CHARGES

- 4.1 Parents are jointly and severally liable for all Fees and Charges.
- 4.2 Fees are payable in advance, in accordance with the School's invoicing terms.
- 4.3 Instalment plans may be offered. Failure to comply may result in the total balance becoming immediately due.
- 4.4 Where Parents reside overseas or the Student is an Overseas Student, fees must be paid a semester in advance.
- 4.5 Default charges apply for late payment. Enrolment may be suspended or terminated after 14 days' notice if unpaid.
- 4.6 Discretionary activities may be withheld if fees are outstanding.
- 4.7 The School may, without prior consent, incur expenses on behalf of the Student, which will form part of the Fees and Charges, where reasonably necessary for the Student's education, welfare or participation in School activities.
- 4.8 All medical expenses incurred on behalf of the Student must be reimbursed, unless arising from the School's negligence or recklessness.
- 4.9 Parents must also reimburse the School for any reasonable costs, expenses or losses it incurs (including legal fees and the fees of any debt recovery agents) arising from failure to pay the Fees and Charges by the due date.
- 4.10 Where the School determines that some or all teaching and learning will be delivered through remote or online platforms, the Parents acknowledge and agree that:
 - a. The School will continue to fulfil its educational obligations through such alternative delivery methods;
 - b. The Student is still considered to be enrolled and receiving educational services;
 - c. No refund, discount, or waiver of tuition fees or other charges will be made as a result of such remote or online learning arrangements;
 - d. This clause applies irrespective of the reason for the implementation of remote learning, including (without limitation) due to public health orders, natural disasters, emergencies, or where the School determines that the Student is required to learn remotely for disciplinary, behavioural, or pastoral care reasons.

5. SCHOOL FEES – OVERSEAS STUDENTS

- 5.1 Overseas Students are subject to additional conditions and charges due to the absence of Government funding.
- 5.2 Additional English support fees may apply.

6. GUARDIANSHIP

- 6.1 Where Parents do not reside in Australia, a guardian in Sydney must be appointed.
- 6.2 The School may, at its sole discretion, require a guardian to be appointed in other circumstances.
- 6.3 Guardians must meet the School's criteria and fulfil responsibilities as advised by the School.

7. ABSENCE FROM SCHOOL

- 7.1 No refund is given for absences unless approved in exceptional cases.
- 7.2 Absences over 2 days require a medical certificate.
- 7.3 Requests for leave must be submitted in accordance with the Student Absences and Leave policy set out on KingsNet and will only be granted in exceptional circumstances.

8. SUSPENSION AND TERMINATION OF ENROLMENT

- 8.1 Enrolment may be suspended or terminated for:
 - a. serious breach of School rules or any codes of conduct by the Student or Parent;
 - b. breach of the Parent's obligations;
 - c. conduct by the Student or Parent that may harm the reputation of the School;
 - d. lack of academic progress;
 - e. breakdown of trust between the School and Parents.
- 8.2 Procedural fairness will be applied before termination.
- 8.3 Students must meet behavioural and academic expectations to progress each year.

9. REVIEW OF ENROLMENT

- 9.1 The School may review enrolment at any time.
- 9.2 The Senior School is for boys. Girls enrolled at Tudor House will not continue to the Senior School.

10. SCHOOL PROGRAMS AND COMPULSORY ACTIVITIES

- 10.1 The School determines academic and co-curricular offerings. Participation in certain programs is mandatory unless excused.
- 10.2 Compulsory activities include Chapel, Biblical Studies, sport (including as participant or spectator), Cadets, camps and excursions.

11. WITHDRAWAL OF A STUDENT

- 11.1 A full term's notice in writing, signed by both Parents, is required to withdraw a Student.
- 11.2 If less notice is provided and the place cannot be filled, a term's fees must be paid. This reflects a reasonable estimate of the cost and administrative impact of filling the place at short notice.
- 11.3 If fees are increased without one term's notice, Parents may withdraw without penalty if done within 30 days of the fee increase notice.

12. BOARDERS

- 12.1 Students enrolled as boarders must remain so unless approved by the Headmaster.

13. OBLIGATIONS OF STUDENTS

- 13.1 Students must:
 - a. comply with School Rules and Codes of Conduct;
 - b. show courtesy and respect;
 - c. maintain the School's reputation;
 - d. attend compulsory programs and events;
 - e. wear uniform and maintain appearance as per guidelines;
 - f. attend School unless excused or unwell.

14. OBLIGATIONS OF PARENTS

- 14.1 Parents must:
 - a. comply with Codes of Conduct, directions, policies and requirements relating to the Student's education, welfare, discipline and participation in School activities;
 - b. not interfere in School operations;
 - c. read and respond to communications as reasonably required;
 - d. update contact details within one month;
 - e. provide uniforms and materials;
 - f. comply with the School's directions on transport and conduct;
 - g. attend parent meetings reasonably requested by the School;
 - h. communicate courteously;
 - i. not bring the School into disrepute, including online.
- 14.2 Parents must not share false or defamatory content on social media.
- 14.3 Parents must follow School security and child protection procedures.
- 14.4 Parents must promptly advise the School of:
 - a. absences;
 - b. changes to custody arrangements, including provision of Court Orders;
 - c. any other changes to the Student's or Parent's circumstances that may affect the Student's welfare, education, or the School's ability to discharge its duty of care.
- 14.5 Parents of Overseas Students and Domestic Student Visa Holders must:
 - a. ensure that current and accurate evidence of the Student's valid visa status and health cover is maintained and provided to the School throughout the Student's enrolment; and
 - b. consent to the School conducting VEVO (Visa Entitlement Verification Online) checks at any time during the Student's enrolment.

15. PERSONAL PROPERTY AND SCHOOL SURVEILLANCE

- 15.1 The School does not insure Student belongings and accepts no responsibility for loss or damage.
- 15.2 The School may conduct surveillance (including CCTV and computer monitoring) for safety, security and compliance purposes.
- 15.3 Student belongings, including lockers and boarding rooms, may be searched where necessary for safety, wellbeing or discipline.

16. PRIVACY

- 16.1 Parents acknowledge the School's Privacy Policy available at: <https://www.kings.edu.au/the-kings-school-privacy-statement>
- 16.2 Parents must provide the School with accurate information of any arrangements between them, including custody, living, or financial matters, that may affect the Student.
- 16.3 The School will manage any new or changed Court Orders in accordance with its Privacy Policy.

17. MEDICAL, HEALTH AND SPECIAL NEEDS

- 17.1 Parents must complete and update the Student Medical Form and disclose relevant medical or psychological needs.
- 17.2 The Headmaster or Staff may authorise urgent medical treatment if Parents cannot be contacted.
- 17.3 Parents are responsible for medical and ambulance expenses and must reimburse or indemnify any such costs the School incurs on the Student's behalf, unless the expenses arise from the School's negligence or recklessness.
- 17.4 Parents must arrange their own medical and dental insurance for the Student.
- 17.5 Parents must disclose any special educational, behavioural or developmental needs at the time of application. Failure to do so may result in cancellation of the Offer.
- 17.6 Parents must inform the School of any new or ongoing special needs as they arise.
- 17.7 Parents must notify the School of notifiable infections or communicable diseases.

18. REPORTS AND COMMUNICATION

- 18.1 Reports will be made available to both Parents unless otherwise required by a Court Order.
- 18.2 The School generally communicates with the primary contact unless a Court Order or formal legal instruction requires otherwise.

19. AMENDMENT OF CONDITIONS

- 19.1 These Conditions may be amended with not less than two terms' notice in writing.

20. APPLICATION OF CONDITIONS

- 20.1 These Conditions continue for the full duration of enrolment unless amended or terminated earlier.