

# 2024 Education Agreement

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**COURAGE**



## 1. Background

- a. The Geelong College (the College) is a public company limited by guarantee which conducts the school known as The Geelong College (TGC), an open entry school.
- b. The Parent has applied to enrol one or more students at the College to participate in its curriculum and other educational, spiritual, cultural, community, welfare and sporting programs, activities, services and resources.
- c. The College conducts itself having regard to its values, purpose, legal obligations and stakeholders' interests whilst providing premium educational services to enhance students' outcomes.
- d. Regulations of the College, as amended from time to time, are incorporated into this agreement by reference.

## 2. Interpretation

These terms are binding upon the parties from Registration and do not require signing.

**Application** means the Enrolment Application Form by which TGC is requested to consider and make an offer of enrolment at the College in respect of the Student.

**Approved Computing Device** means a computing device as specified and provided by the College.

**Charges** means tuition and boarding fees, disbursements and all other expenses or charges incurred in relation to the Student including but are not limited to the fees and charges set out in Schedule 1/Associated Fee Schedules, as amended from time to time.

**College** means the school known as The Geelong College.

**Council** means the Council of The Geelong College ACN 005 988 205.

**Delegate** means any staff member of the College to whom any authority or function has been delegated by the Principal or the Council.

**Due Date** means the date specified on the account rendered, being the first day of each term. For International Students, this is half yearly in advance before Term One (1) and Term Three (3).

**Entrance Fee** means a charge that is payable when the offer of a place is accepted.

**Holding Fee** means a charge that is payable to secure a place at the College if the student absence is 12 months or greater, but less than two years.

**Late Payment Fee** means the amount set out in Schedule 1 which is a reasonable pre-estimate of TGC's loss and/or damage arising from the late payment of an invoice.

**Notice** means communication between the College and the Parent delivered to a party in accordance with clause 12.

**Offer** means an offer of enrolment at the College in respect of one or more Students.

**Parent** means the parent, guardian, trustee, custodian or other person, if more than one, each parent, guardian, custodian and/or trustee or other person, who has made Application or accepted an Offer in respect of the Student.

**Portal** means the Parent Portal section of the Website.

**Principal** means the person holding the office of the Principal of the College or his/her delegate.

**Publication** means an announcement or other publication on the Portal section of the Website.

**Registration** means the Acceptance in writing of an Offer by a Parent.

**Regulations** means any rules, policies, governance documents, code of conduct guidelines or other documents established or directed by the Principal, the Council or their Delegates governing conduct of students and other persons when attending premises or participating in activities in relation to the Student's enrolment at the College.

**Services** means the curriculum and other educational, spiritual, cultural, community, welfare and sporting programs, activities, services and resources offered by the College from time to time in association with the Student's Plan from time to time.

**Staff** means employees of TGC.

**Student** means the student or, if more than one, students in respect of whom the Parent has made Application.

**Student Plan** means a course of education selected from the Services as deemed appropriate from time to time by the College in accordance with the goals and capability of a Student after consultation with the Parent.

**TGC** means The Geelong College ACN 005 988 205.

**Term** means the period from the commencing date to the end date of any term as published on the Website.

**Term's Fees** means one-fourth of annual Tuition Fees.

**Tuition Fees** means the per annum amounts set out in Schedule 1/Associated Fee Schedules of Tuition Fees plus, in the case of a boarding student, the amount of Boarding Fees applicable to the Student's year level.

**Website** means the website at [www.tgc.vic.edu.au](http://www.tgc.vic.edu.au)

The use of one gender includes the other and the singular includes the plural and vice-versa.

### 3. Agreement for Education Services

- 3.1 The College shall provide the Student with the Services approved by the Principal or Delegate as appropriate to the Student's Plan.
- 3.2 Notwithstanding any other provision, if the College considers that it has not been informed of all information which it considers material to the provision of Services to the Student TGC may rescind this agreement or any Offer immediately by Notice.

### 4. Payment

- 4.1 Term's Fees shall be invoiced by four term instalments per annum (three instalments when in Year 12 in Terms One, Two and Three).
- 4.2 The Parent must pay all Charges and other amounts owed to the College by the Due Date.
- 4.3 If by agreement the Student's commencement at the College occurs after the Term's commencement, pro-rated Tuition Fees shall be payable in respect of the relevant Term.
- 4.4 If fees are not paid by the Due Date, TGC may charge the Late Payment Fee.
- 4.5 The Parent shall pay upon request the amount of any charges incurred by the College arising from any payment by the Parent having been declined or dishonoured by the Parent's financial institution.
- 4.6 The College may review and vary any Charge from time to time and such variations shall be binding upon Publication.
- 4.7 If any amount owed to the College has not been paid by the Due Date, it may suspend Services and/or exclude the Student from the College.
- 4.8 The Parent will pay one Term's Fees in respect of each Student if the parent does not give notice required under Clause 9.
- 4.9 If the Parent is comprised of more than one person then each shall be separately, together and in any combination, liable for performing all obligations of the Parent pursuant to this agreement and

in particular to pay Charges notwithstanding any other arrangements between them, others and/or court orders that may govern such matters.

- 4.10** If a Student is absent from the College, charges may be remitted in the absolute discretion of the Principal if:
- a.** the absence is (twelve) 12 months or more;
  - b.** a Holding Fee has been paid in respect of the period for which the Student is absent; and
  - c.** the absence is approved by TGC.
- 4.11** The Parent must pay:
- a.** any amount due for the supply of goods or services purchased by the Student from the College or a third party;
  - b.** any loss or damage caused by the Student; and
  - c.** the deductible or excess components of any claim upon insurance for any loss or injury in relation to the Student.

## 5. Regulation

The Principal may, from time to time, make and amend Regulations which shall be binding upon the Parent and Student from Publication.

## 6. Law

- a.** The law of Victoria applies to this Agreement.
- b.** This Agreement must be interpreted so that it complies with all laws applicable in Victoria.
- c.** If any provision of this Agreement does not comply with any law, then the provision must read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of this Agreement.

## 7. Parent Obligations

- 7.1** The Parent shall ensure that the Student attends the College during Term and as otherwise required, and the Parent shall support the endeavours of the College in its provision of Services to the Student
- 7.2** The Parent must:
- a.** comply with all Regulations that apply to Parents; and
  - b.** support the College in requiring that the Student complies with the terms of this agreement and the Regulations.
- 7.3** The parties shall not attempt to detract from the good standing or reputation of the other or seek to embarrass or bring the other into disrepute.
- 7.4** The Parent warrants that it has and shall keep the College informed of any matter that may affect the education, health or welfare of the Student and any other matters that may be relevant to the care or supervision of the Student when attending the College.

## 8. Student Obligations

When on College premises or engaged in College activities or identifiable as a Student of the College, the Student must comply with the Regulations and:

- a.** observe a standard of behaviour that maintains the good standing and reputation of the College;
- b.** comply with any direction given by a person authorised by the College to give the direction;
- c.** does not present risks to the health, safety and/or welfare of other students, staff and persons;
- d.** dress according to the uniform rules of the College;
- e.** participate as required in the curriculum and other Services of the College;

- f. participate in the sporting programs of the College and in particular attend weekly training sessions and participate in Saturday competitions from Year 7; and
- g. at all other times the Student will not engage in conduct that is unlawful or attracts opprobrium or may reflect poorly on the reputation of the College.

## 9. Termination by Parent

The Parent may:

- a. terminate this agreement and end the Student's enrolment; or
- b. change the enrolment of a boarding student to a day student; or
- c. in the case of an Overseas Student, end the enrolment of the Student in the boarding house at the end of a calendar year;

by giving at least one Term's Notice in writing to the Principal.

If the notice required in Clause 9 is not given, a half term's boarding and/or tuition fee at the then current rate applicable to the student is chargeable in addition to any other fees due in respect of the student.

## 10. Suspension or Termination by College

**10.1** The Principal may, by immediate Notice:

- a. suspend or terminate the Student's enrolment, Services and attendance at College premises or activities if the Student and/or Parent if, in the opinion of the Principal
  - i. the Student and/or Parent has seriously or repeatedly failed to comply with any Regulations or provisions of the terms of this agreement; or
  - ii. the Parent has not or cannot prevent any serious or repeated failure by the Student to comply with any Regulations or provisions of the Terms of this agreement.
- b. terminate the enrolment of the Student if in the opinion of the Principal, the Student and/or the Parent has engaged or is likely to engage in conduct that constitutes a serious breach of discipline or other act that may affect the good order and reputation of the College.

**10.2** The College may terminate the enrolment of the Student at the end of the current year by giving at least 30 days' Notice in the opinion of the Principal:

- a. it is in the best interests of the Student's educational wellbeing to cease the Student's participation at the College; or
- b. the Student's conduct or commitment to studies has been unsatisfactory over a reasonable period.

## 11. Indemnity and Liability

**11.1** TGC does not warrant that provision of Services by the College to the Student will result in any particular outcome or achievement by the Student because the educational outcomes of students are the product of personal, intellectual, physical, emotional and situational factors that may diminish or exclude the benefit of the Services available to the Student. The Parent engages TGC's services and releases and indemnifies TGC from all and any claim that the Student's outcomes did not meet the Parent's or Student's expectation.

**11.2** The Parent and Student use and occupy TGC's premises and resources at their own risk and release the College from and indemnify the College against all claims resulting from accidents occurring on TGC's premises except to the extent that the accident is negligently caused by TGC.

**11.3** The Parent indemnifies and releases TGC from any claim resulting from any illness or injury that would have been indemnified by insurance policy that has been recommended by the College to the Parent.

**11.4** TGC will not be liable for the loss of personal effects of a student however that loss is caused.

## 12. Notice

- 12.1 Any notice to be given by either TGC or the Parent to the other may be given by post, facsimile, delivery or by email to the Principal, by the Parent and conversely to the Parent's last known address for post, facsimile, delivery or email.
- 12.2 A Notice to all Parents of the College may be given by Publication.
- 12.3 The Parent is expected to monitor the Website and/or Portal regularly in order to keep informed of any new Publications.
- 12.4 Notice required to be given by the College to the Parent concerning a student may be given to the Parent or either of the Parents registered with the College as the Parent who may be given the notice.

## 13. Amendment of Regulations

- 13.1 The College may amend or adopt new Regulations.
- 13.2 Students and parents must comply with an amended or new Regulation from Publication of amendments to the Regulations.

## 14. Information Technology Resources

- 14.1 The Student must at all times when attending the College have available an Approved Computing Device and such device will be required only from suppliers who have been approved by the College to supply and maintain computing devices that shall be connected to the information systems of the College.

## 15. Admissions Policy

- 15.1 TGC applies an Admissions Policy to determine the priorities in which any further students shall be offered enrolment. TGC does not guarantee or represent that it shall enrol any other Student.

## 16. Waiver/Variation

- 16.1 No waiver or variation of this Agreement or in respect of any breach or occurring breach shall be effective without the College's consent in writing.

## 17. Privacy and Confidentiality

- 17.1 The College collects personal information, including sensitive and health information about students and parents or guardians before and during the course of a student's enrolment at the College. The primary purpose of collecting this information is to enable the College to provide schooling and a duty of care for the student.
- 17.2 Some of the information we collect is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.
- 17.3 Certain laws governing or relating to the operation of schools require that certain information is collected. These included Public Health and Child Protection laws.
- 17.4 Health information about students is sensitive information within the Terms of the National Privacy Principles under the Privacy Act. We ask the Parent to provide medical updates, on our Operoo online system, about students from time to time.
- 17.5 The College, under strict conditions, may disclose personal information to others for administrative and/or educational purposes. This includes to other schools, government agencies, medical practitioners, and people providing services to the school, including specialist visiting teachers, sports coaches and volunteers.
- 17.6 If we do not obtain the information referred to above we may not be able to enrol or continue the enrolment of the student or allow the student to participate in the related activity.
- 17.7 Personal information collected from students is regularly disclosed to their parents or guardians. On occasions information such as academic and sporting achievements, student's activities and other news is published in College newsletters, publications and on our Portals and website.

# Schedule 1

## Charges

**Registration Fee** – \$500 (Inc GST) (non-refundable). Payable upon submitting the Enrolment Application Form.

**Admission Fee (EL)** – \$2,750 (non-refundable). Payable upon acceptance of a place in Early Learning. Should the student progress to Foundation, \$2,000 is credited back to the Foundation Term 1 fee account.

**Entrance Fee (Foundation to Year 12)** – \$2,750 (non-refundable). Payable when an offer of a place is accepted for Foundation to Year 12.

**Entrance Fee (EL)** – \$500 Payable. When a student goes through directly from Early Learning to Foundation, a further \$500 Entrance fee is due.

**Entrance Fee (Overseas Students)** – \$3,250. Payable when an offer of a place is accepted. \$2,750 is non-refundable and \$500 held to offset final account.

**Fee Insurance Scheme** – \$9/term payable for day students and \$18/term payable for boarders.

**Holding Fee** – no holding fee for a student requesting “partial” leave throughout the school year for 1 to 3 terms. These students will pay their normal school fees for this period. Students leaving for a 12-month period, up to a period of 2 years are to pay 50% of annual tuition fees charged.

**Tuition Fee** – as per the Yearly Fees Schedules.

**Boarding Fees** – as per the Yearly Fees Schedules.

**Late Payment Fee** – \$150 payable if fees are not paid by the due date. This fee may be varied from year to year.

**Music Fees** – \$50. Payable for each standard 30-minute period of private tuition. \$84/term for Music Instrument Hire

**Building Levy** – \$1,000 annually per family, charged at \$250/term.