



Methodist Ladies' College (MLC) is a day and boarding school for girls from Prep to Year 12, with an early learning centre (MLC Kindle) for girls and boys from six weeks to five years. As an open-entry, non-selective day and boarding school, MLC is a welcoming, diverse community offering a broad, holistic education that inspires the future citizens the world needs.

This document sets out the terms and conditions under which Students are enrolled at MLC. The College reserves the right to vary and amend the terms and conditions from time to time. Notice of changes will be provided to Parents.

## **Educational Services Provided**

1. MLC provides educational services that are within the scope of the College's registration, being:
  - (a) Preparatory – Year 10 under the Victorian Foundation-10 priorities and standards (or equivalent if superseded) (P – 10).
  - (b) Senior secondary courses which are normally provided in Years 11 – 12, include the Victorian Certificate of Education (VCE), Vocational Education and Training (VET) and the International Baccalaureate (IB).
  - (c) The College also operates MLC Kindle, an early learning centre service.
2. MLC's course offerings, including co-curricular activities and programs, will be determined by the College at its sole discretion and may be varied or withdrawn at any time without prior notice. This may include making changes to the curriculum, co-curricular offerings, teaching methods and processes and other services affecting its students. The College's offering and delivery may be subject to government directives in place at the time.
3. A proportion of funds raised or fees collected on behalf of the College may be applied to the operations of MLC Kindle.

## **Continued Enrolment**

4. This document sets out the Terms & Conditions of Enrolment at the College.
5. In signing the Enrolment Agreement, the Applicant and Student agree to these Terms & Conditions of Enrolment and the College's Rules, Policies and Procedures, which may be changed during the period of enrolment at the discretion of the College. The College's Rules, Policies and Procedures do not form part of the Enrolment Agreement.
6. Enrolment at MLC commences in the first year of a Student's enrolment and continues each subsequent year until completion of Year 12 or until the Student is otherwise withdrawn or removed from the College, except for boys where enrolment ceases in the final year of MLC Kindle.
7. The holistic development of the Student remains the priority of the College in carrying out its duty of care to the Student. As such, the College makes no representation or promise regarding any particular academic achievement or level of performance of any Student.

## **Enrolment Procedure**

### **8. Application for Enrolment to the College**

A Student's name will be registered on payment of an Application Fee. The Application Fee covers administrative costs and is non-refundable. An application is a pre-requisite to admission but not a guarantee of enrolment.

It is the responsibility of the Applicant to ensure the College is informed of any changes to contact details. An application may be removed from the waiting list if after repeated attempts, the Applicant is unable to be contacted.

Prior to an Offer of Enrolment, the Applicant is required to provide all relevant information and supporting documents in relation to a Student's enrolment. This includes (but is not limited to) any additional learning needs, educational history and assessments, legal or court orders, relevant medical records or other factors that may be relevant to a Student's education or welfare. Applicants should also advise the College if any additional information relevant to admission becomes available in the period up to the Students commencement date.

## 9. Offer of Enrolment

Offers of Enrolment are made in accordance with MLC's Enrolment Policy and at the Principal's discretion.

English is the language of instruction and assessment across MLC. A Student must meet the College's English language requirements to be able to access the curriculum and be eligible for a place. A Student may be required to sit an English Language Assessment Test, to determine if their Australian Education Assessment Services AEAS proficiency score meets MLC's requirements.

To accept an Offer of Enrolment from the College, Applicants must sign the **Acceptance of Offer Form** and pay the Enrolment Fee. The Enrolment Fee is non-refundable and non-transferable and cannot be offset against future Tuition Fees.

An Offer of Enrolment accepted by new MLC Kindle families are for the confirmed commencement date only and cannot be deferred to future years. If an Offer of Enrolment is declined, the original MLC Kindle application can be amended to change the preferred year of entry to the following year. The MLC Kindle application will then be reassessed along with other applications for that incoming year.

## 10. Conditional Offers of Enrolment

In some circumstances, the College may make a Conditional Offer of Enrolment, which will be subject to additional terms and conditions.

If an Applicant accepts a Conditional Offer of Enrolment, the Applicant is bound by any additional terms and conditions applicable to that enrolment and also continues to be bound by these Terms & Conditions of Enrolment.

## 11. Deferral or Cancellation of Enrolment

A Student's year and level of entry may be deferred to a later year by the Applicant. Any subsequent deferrals will be subject to availability of places and at the College's discretion.

Deferral of an accepted place for entry to a later year may require payment of a holding fee of 30% of the Tuition Fees, in order to keep the place available. Deferral will be subject to availability of places and is at the College's discretion. A holding fee is non-refundable and is not offset against any future Tuition Fees.

## 12. Acceptance into the Boarding House

Students can be considered for entry into MLC's Tiddeman Boarding House once they have met the College enrolment criteria as set out in MLC's Enrolment Policy and are in Year 7 to 12. An interview with the Head of Boarding is required prior to an offer to enter the Tiddeman Boarding House being made. Applicants must sign the MLC Boarding Acceptance Agreement to accept a place in the Tiddeman Boarding House.

## 13. Scholarships

MLC makes a number of scholarships available for students with talent and an enthusiasm for learning and also for students who might otherwise not have the opportunity of an MLC education. The College awards scholarships based on a scholarship application and testing process. Scholarship holders are bound by the terms and conditions in these Terms & Conditions of Enrolment and also MLC's Scholarship Terms and Conditions which are available on the College website.

## Expectations of Students and Parents

14. All Students and, where applicable, their Parents are required to abide by the College policies and procedures (as introduced or amended or varied from time to time) including but not limited to those concerning
  - a. codes of conduct
  - b. the care, safety and welfare of students
  - c. student behavior, discipline and standards of dress
  - d. anti-harassment and discrimination
  - e. technology and social media use
  - f. complaints and grievances.
15. Failure to abide by the College policies may result in disciplinary action for the student or cancellation of enrolment.
16. Students in Prep - Year 12 returning to the College after school holidays must join their classes on the dates fixed for commencement. A Student is not permitted to leave the College at the end of a term until the recognised closing date, except under special circumstances and with prior approval from the Head of School. Parents must notify the College immediately of any absence.

## Disclosure

17. The Applicant acknowledges that the Application for Enrolment has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Application for Enrolment.
18. A failure to complete the Application for Enrolment honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
19. The College reserves the right to obtain further information regarding the Student including all academic information, school reports, living arrangements and all medical and other reports regarding the Student, if applicable.

## Student Withdrawal or Deferral

### 20. Notification Period

If the Parent wishes to withdraw the Student from the College, or defer the Student's enrolment at the College, the Applicant must give to the College one term's notice in writing signed by each of the Parents who signed the Enrolment Agreement or pay to the College the equivalent of one term's Tuition Fees.

No 'part of' a term or school holiday period will be included in determining the notice period. The following notice periods apply for the withdrawal of a Student:

- a. Day Student: One full term's notice is required, in writing to the Principal, before the withdrawal of a day Student from the College. If the required notice is not given, one full term's Tuition Fees will be charged in lieu of notice.
- b. Boarding Student: Two full term's notice is required, in writing to the Principal, before the withdrawal of a boarding Student from the College. If the required notice is not given, two full term's Boarding House fees and one full term's Tuition Fees will be charged in lieu of notice.
- c. Boarding Student transferring to Day Student: Two full term's notice is required, in writing to the Principal, when a boarding Student no longer requires accommodation and is transferring to a day Student. If the required notice is not given, two full term's Boarding House fees will be charged in lieu of notice.
- d. MLC Kindle: One full school term's notice is required, in writing to the Principal, before the withdrawal of a MLC Kindle Student from the College. If the required notice is not given, one full term's Tuition Fees will be charged in lieu of notice.

### 21. Refunds and Notice Periods

Application Fees and Enrolment Fees are non-refundable. For Tuition Fees and Charges, if the required notice is provided, pre-paid pro-rata fees will be refunded within three months to the person/s who made the

relevant payment or the Applicant.

The withdrawal of a Student and subsequent re-enrolment of the same Student requires a new Application for Enrolment and payment of the Application Fee and Enrolment Fee. A new date of application will be allocated.

A half term's notice is required to discontinue a special subject, or a fee equivalent to a half term's Tuition Fees will be charged. A full term's notice is required to discontinue a co-curricular activity, or a fee equivalent to a full term's fee will be charged.

No refund of Tuition Fees paid or waiver of any Tuition Fees outstanding will be made if the Student is withdrawn from the College during a term or is absent for any reason without providing the requisite notice period.

All student mobile computing devices are financed through a fixed term rental program. On withdrawal, Parents will be contacted regarding either the return of devices and subsequent credit of any recoverable costs; or the amount payable should they wish to retain the device and its bundled accessories.

## **22. Cancellation/suspension of enrolment**

The College may cancel or suspend a Student's enrolment at any time by giving notice of such to the Parent. Cancellation or suspension of enrolment is at the sole discretion of the Principal and may occur as a result of (but not limited to):

- a. unsatisfactory conduct, behavior or attendance of the Student
- b. failure by the Student or Parent to follow any College rules, procedures or codes of conduct
- c. failure to pay Tuition Fees or Charges within the terms of this agreement
- d. a break down in the relationship of trust and cooperation between the Parents, the College or its staff to the extent it is detrimental to the education or welfare of the Student or the good of the College.

## **23. Disciplinary action**

The College reserves the right to discipline the Student, including for out of hours behaviour that may affect other Students or staff or unduly damage the reputation or property of the College.

Disciplinary action may be implemented against the Student in line with the College's Student Code of Behaviour and Discipline Policy (including suspension, detention and up to expulsion from the College if in the opinion of the Principal the Student is found to have breached the College policies or is found to have engaged in behaviour detrimental to the College, its staff or Students).

If the Principal suspends the Student, the Parent shall be notified to that effect and the period for which the suspension shall operate.

If suspended, the Student shall not enter upon any of the College grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Parents during such period.

The Parents are expected to support the aims, objectives, ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Student and/or Parent if in the opinion of the Principal the Parent is found to have breached the Parent Code of Conduct. Disciplinary action may include, but is not limited to, termination of enrolment of the Student.

## **Business Terms and Conditions**

### **24. Tuition & Boarding Fees**

Tuition Fees and Boarding House fees can be found on the College website ([www.mlc.vic.edu.au](http://www.mlc.vic.edu.au)). The College Board may vary Tuition Fees and Charges from time to time at its sole discretion. Parents will be notified in advance of any such variation.

Tuition Fees are billed one instalment in advance. The first instalment invoice is billed in October each year and relates to the following year's fees. The remainder of the Tuition and Boarding House fees are payable in February and June of the following year. All invoices and statements are sent by email and are available on the College intranet site, myMLCfamily. Families are responsible for ensuring the College has their current email addresses and mobile phone details.

Signatories to the Offer of Enrolment from the College acknowledge that they are jointly and severally responsible for all Tuition Fees and Charges payable as a result of enrolling a child at MLC. Responsibility for Tuition Fees and Charges remains with all signatories irrespective of what may happen to the relationship of the signatories. MLC may agree to add new billing nominees at its sole discretion.

## **25. Other Charges**

A compulsory technology levy is applied to all local Students from Prep to Year 12. This levy covers the cost of computer technology, support and peripherals. A per annum non-refundable software charge is also applicable to Students in Years 7 – 12.

MLC's Education Outdoors program costs are in addition to Tuition Fees and boarding fees. The cost associated with the compulsory Marshmead and Banksia Education Outdoors programs are billed in Term 1.

Students of the International Baccalaureate (Year 11 and 12) incur an additional fee to undertake the program.

The Principal may authorise other particular expenditures (for example medical expenses, school materials or charges for elective subjects) to be charged to the Student's account.

In circumstances where Students apply and are granted permission by the College to study subjects offered by external providers, the cost will be an additional expense of the family and may be charged by the College or the external provider.

Charges apply for a range of optional co-curricular services available at MLC, including but not limited to some sports (for example, rowing, kayaking, snow sports), Music Tuition and Speech and Drama. Before school, after school and holiday care is run on campus by an external provider and available to all MLC Junior School Students. Fees are billed directly by the external provider.

MLC Kindle will apply fees for late pick up of Students after the centre closing time of 6.30pm.

## **26. Payment**

Accounts are payable within 14 days from the date of issue of the invoice. Payment must be made in Australian dollars. A late payment fee of \$250 is applied if a payment is not received by the College by the due date.

Any credit card or direct debit payment which is declined by the bank, for any reason, will incur an administration fee of \$75. When paying by international bank transfer, families must include any applicable bank fees in addition to the College Tuition Fees and Charges to ensure that your account is paid in full. The College may not permit a Student to attend classes when Tuition Fees and Charges remain outstanding.

## **27. Early payment**

The College may offer a small discount for fees paid in advance for 12 months only. The discount is applicable on Tuition Fees, boarding fees and the technology levy only. To be eligible for this discount a full year of fees must be paid in advance of the due date for the October invoice. Parents should contact the MLC Family Accounts team to access details.

## **28. Non-payment of Fees**

The College may at its absolute discretion enter into a payment plan with parents in respect of outstanding Tuition Fees, where the College considers special circumstances justify it.

The College may on 30 days' written notice to the parents of a Student, discontinue the Student's enrolment or cancel the new enrolment of a sibling if an account remains outstanding for more than 30 days, where a payment plan has not been entered into.

## **29. Attendance**

Students must attend the College on the dates and between the hours advised by the College.

After holiday periods it is expected that Students will return to the College on the dates fixed for resuming

unless permission is obtained from the relevant Head of School.

Students are not permitted to leave the College at the end of term until the published closing date unless permission is obtained from the relevant Head of School.

It is the responsibility of the Parent to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.

The Parent will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the Student may develop holistically.

### **30. Leave of Absences**

A leave of absence, subject to the College's discretion may be granted for a minimum of one term's absence. All requests for a planned leave of absence from the College, for one term or more, must be submitted in writing to the relevant Head of School for approval at least one full term in advance of the commencement of the leave. The request must include the proposed dates of absence and the reason for the absence. The request can be granted only where all Tuition Fees and Charges and any other amounts owing to the College at the time of the request have been paid in full.

For an approved leave of absence, 30% of the applicable Tuition Fees will be charged in advance as a holding fee to guarantee re-entry. This is non-refundable and not offset against future Tuition Fees. In addition to the holding fee, the notebook payout fee will be charged to your Family Account.

During a leave of absence, the Student will be provided with a broad outline of the curriculum. A leave of absence will not be considered, nor will Tuition Fees or Charges be refunded where schoolwork is still provided, assessed and supervised and/or reports submitted.

On a Student's final day prior to commencing a leave of absence, any College issued device must be returned to the Centre for Computing and Communications (CCC). Should the parent(s) elect to retain the device throughout the leave of absence period, approval must be granted by the Principal. Upon approval, the full payout fee for the device will be charged.

### **31. Prolonged illness**

In the case of prolonged illness (one school term or more), an application, accompanied by a medical certificate, may be made to the Director of Corporate Services for consideration of some remission of Tuition Fees.

### **32. Annual Booklists**

Students in Years 7 to 12 are issued with an annual booklist that details all resources and stationery requirements for the year. Books can be purchased directly from the College's official book supplier.

The costs of purchasing the books on the annual booklist are in addition to the Tuition Fees.

### **33. Child Care Subsidy – MLC Kindle**

Any Child Care Subsidy (CCS) owed to families following the Government's end of year reconciliation process will be paid directly to the CCS claimant in Term 1 of the following year. If a family has been overpaid the Child Care Subsidy during the year, the family will be required to repay Centrelink the overpayment. The balance owing to the College is payable by the College Fee Schedule due dates. Any CCS payments received will be credited to the Parent's account progressively on receipt from Centrelink.

### **34. MLC Star Card**

The MLC Star Card is an important identification item for Students. If lost, it must be reported immediately to the MLC Centre for Computing and Communications ('CCC'). The card will be cancelled, and a new card reissued, with the replacement card fee of \$5 charged to the Family Account.

### **35. GST**

Tuition Fees and Charges quoted for taxable supplies include GST where applicable.



### **36. Consumer Protection Laws**

These Terms & Conditions of Enrolment, and the availability of the College's complaints and appeals processes, do not affect the rights of the Applicant to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

### **Medical**

37. The College must be kept up to date and informed of a Student's physical and/or medical needs, including any significant illness suffered or developed by the Student before and during their enrolment. The College reserves the right to assess and determine its ability to provide ongoing education to a Student, and reserves the right to require the Parent to provide the College with information as requested, or to require the Parent to withdraw the Student for a period of time reasonably required to undergo medical treatment.
38. The College must be immediately notified of any infectious or contagious illnesses or diseases which are contracted by a Student and that Student will not be permitted to attend school, or any College activity, until a medical clearance has been obtained in writing.
39. The College will notify the Parent of any injury or illness the Student may suffer at the College, which warrants staff intervention or a visit to the College sick bay.
40. In the event of an accident or medical emergency when it is impractical to communicate with the Parent or nominated contact person, the Parent authorises the College to take action and incur expenditure as the College considers necessary in the best interests of the Student. The Parent will be responsible for any expenses incurred by the College on behalf of the Student arising from any such emergency or urgent medical treatment. The Parent will indemnify the College for the cost of any such treatment or action taken.
41. Students may access the services of specialists such as the College Nurse, Counsellors and Chaplain. By accepting these Terms & Conditions of Enrolment as part of the Enrolment Agreement, the Parent consents to those services being provided and for confidentiality between Student and specialist to be maintained without reference to the Parent where the specialists deem that appropriate.

### **Losses due to theft or damage to property**

42. It is the responsibility of the Student and the Parent to take care of any personal possessions including musical instruments, sporting equipment, electronic devices, clothing and other personal possessions, and the College is not liable for any loss, theft or damage to this property.
43. The Parent will indemnify the College for any loss or damage to school property arising from the use or possession of such property by the Student.

### **International Students**

44. International Students must also refer to the document entitled Terms & Conditions of Enrolment – International Students for additional terms and conditions applicable to International Students.

### **Privacy: Standard Collection Notice**

45. The College collects personal information, including sensitive information about Students and Parents before and during the course of a Student's enrolment at the College. This may be in writing, through technology systems or in the course of conversations. The primary purpose of collecting this information is to enable the College to gather information for the application process and to provide schooling to Students enrolled, exercise its duty of care, and perform necessary associated administrative activities which will enable Student to take part in all the activities of the College.
46. Some of the information collected is required to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.
47. Laws governing or relating to the operation of a school require certain information to be collected and disclosed. These include the *Privacy Act 1988* (Cth), *Education and Training Reform Act 2006* (Vic), *Privacy and Data Protection Act 2014* (Vic) and *Health Records Act 2001* (Vic). The College abides by all relevant legislative requirements in relation to the collection, use and dissemination of personal information.

48. Health information about Students is sensitive information within the terms of the Australian Privacy Principles (**APPs**) under the *Privacy Act 1988* (Cth). The College may ask Applicants to provide medical reports about the Student from time to time.
49. A Student's enrolment or commencement at the College may be delayed or prevented if the College cannot collect certain personal information. This is particularly so where the information is relevant to the wellbeing, health and safety of the Student, other Students and/or staff.
50. The College may disclose personal and sensitive information for educational, administrative and support purposes, including to:
- other schools and teachers at those schools;
  - government departments (including for policy and funding purposes);
  - medical practitioners;
  - people providing educational, support and health services to the College, including specialist visiting teachers, coaches, volunteers, and counsellors;
  - providers of learning and assessment tools;
  - assessment and educational authorities, including the Australian Curriculum, Assessment and Reporting Authority (ACARA) and NAPLAN Test Administration Authorities (who will disclose it to the entity that manages the online platform for NAPLAN);
  - people providing administrative and financial services to the College;
  - anyone the Applicant authorises the College to disclose information to;
  - anyone to whom the College is required or authorised to disclose the information to by law, including child protection laws; and
  - anyone who is entitled to receive that information as an Information Sharing Entity pursuant to the Child Information Sharing Scheme or the Family Violence Information Sharing Scheme.
51. Personal information collected from Students is regularly disclosed to their Parents.
52. The College may use online or 'cloud' service providers to store personal information and to provide services to the College that involve the use of personal information, such as services relating to communication, education and assessment applications. Some limited personal information may also be provided to these service providers to enable them to authenticate users that access their services. This personal information may reside on a cloud service provider's server which may be situated outside Australia.
53. The College's Privacy Policy, accessible on the College website, sets out how Parents or Students may seek access to and correction of their personal information which the College has collected and holds. However, access may be refused in certain circumstances such as where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the Student, or where Students have provided information in confidence. Any refusal will be notified in writing with reasons where appropriate.
54. The College's Privacy Policy also sets out how Applicants and Students can make a complaint about a breach of the APPs and how the complaint will be handled.
55. The College may engage in fundraising activities. Information received from Parents may be used to make an appeal to Applicants. It may also be disclosed to organisations that assist in MLC's fundraising activities solely for that purpose. The College will not disclose Parent's personal information to third parties for their own marketing purposes without prior consent.
56. On occasions information such as academic and sporting achievements, Student activities and similar news are published in College newsletters and magazines, on the College intranet, website and social media. This may include photographs and videos of Student activities such as sporting events, school excursions and tours. The College will obtain permissions from the Student's Parent (and from the Student if appropriate) if MLC would like to include such photographs or videos or other identifying material in its promotional material or otherwise make this material available to the public such as on the internet.
57. Any Applicant providing the College with the personal information of others, such as doctors or emergency contacts, is encouraged to inform them that such disclosure is being made to the College and the reason why it has been disclosed.



## Definitions

“**Applicant**” means the person/s set out in the Enrolment Agreement being the Parent’s and/or Guardian/s of the Student listed in the Agreement and if more than one, each of them jointly and severally.

“**Application Fee**” means the amount payable, as advised by the College in the Offer of Enrolment.

“**Application for Enrolment**” means the document which the Applicant is required to complete in order to be eligible to be considered for enrolment at the College.

“**Boarding House Fees**” means the fees payable to MLC for the Student’s boarding house accommodation, as advised by MLC to the Parent/s and available on the MLC website.

“**Charges**” means non-Tuition Fees including, but not limited to IT charges, consolidated charges, camp, excursion charges, charges for elective subjects, school materials, medical expenses and other expenses referred to in these Terms & Conditions of Enrolment.

“**Conditional Offer of Enrolment**” means an Offer of Enrolment which is subject to additional terms and conditions

“**Terms & Conditions of Enrolment**” means these conditions of enrolment including any subsequent amendments made by Methodist Ladies’ College.

“**College**” refers to Methodist Ladies’ College Ltd. ACN 55 006 036 979, 207 Barkers Road Kew, Victoria, Australia.

“**Enrolment Agreement**” means the Agreement comprised of these Terms & Conditions of Enrolment, the Fee Schedule, the Parent Code of Conduct and Student Code of Behaviour and Discipline Policy by which the Applicant agrees to be bound.

“**Enrolment Fee**” means the fixed amount which is payable at the time of enrolment, as set out by the College.

“**Fee Schedule**” means the list of fees published on the College website.

“**International Student**” has the same meaning as “overseas student” in section 1.1.3 of the Education and Training Reform Act 2006 (Vic).

“**Methodist Ladies’ College**” or “**MLC**” means Methodist Ladies’ College Ltd ABN 55 006 036 979, 207 Barkers Road Kew, Victoria, Australia.

“**MLC Kindle**” means MLC’s early learning centre.

“**Offer of Enrolment**” means the offer letter the College sends to an Applicant, offering a Student a place at the College.

“**Parent**” refers to the parent/s and or guardian/s of the Student enrolled at the College, and if more than one, each of them jointly and severally.

“**Principal**” means the Principal of the College, or the Principal’s authorised representative.

“**Student**” means the student named in the Enrolment Agreement.

“**Tuition Fees**” means the tuition fees payable to the College, as advised by the College to the Applicant and available on the College website.