



Terms & Conditions of Enrolment

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Terms & Conditions of Enrolment

Overnewton Anglican Community College (the **College**) is a Prep - Year 12 coeducational school with campuses in Keilor and Taylors Lakes in Melbourne's North-West.

Overnewton is a proudly inclusive learning community with a strong Christian foundation.

This document sets out the terms and conditions under which students are enrolled at the College.

The College reserves the right to vary and amend these Terms & Conditions of Enrolment from time to time, by notifying parents in advance.

Educational Services Provided

1. The College provides educational services that are within the scope of the College's registration, including:
 - a) Preparatory – Year 10 schooling, under the Victorian Foundation-10 priorities and standards (or equivalent, if superseded).
 - b) Senior secondary courses, normally provided in Years 11 – 12, which include the Victorian Certificate of Education (**VCE**) and the Victorian Certificate of Education – Vocational Major (**VCE-VM**)
2. The College'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co-curricular activities and programs, will be determined by the College at its sole discretion and may be varied or withdrawn at any time without prior notice.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.

Continued Enrolment

3. 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.
4. Enrolment at the College 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a student's enrolment and continues each subsequent year until completion of Year 12, or until the student is otherwise withdrawn or removed from the College.

Enrolment Procedure

5. 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 for Enrolment is a pre-requisite to admission but not a guarantee of enrolment or interview.

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 student's commencement date.

6. Offer of Enrolment

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

To accept an Offer of Enrolment from the College, Applicants must sign the Confirmation of Enrolment Form and pay the Confirmation of Enrolment Fee within 14 days of an offer being made. The Confirmation of Enrolment Fee is non-refundable, non-transferable and cannot be offset against future Tuition Fees.

7. 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 continues to be bound by these Terms & Conditions of Enrolment.

8. Deferral or Cancellation of Enrolment

If a student is enrolled and then withdraws before the scheduled commencement date, the Application and Confirmation of Enrolment Fees will not be refunded.

If a student defers to a future year, an Offer of Enrolment is not guaranteed and the Applicant will re-enter the College waitlist with their original date of Application for Enrolment.

9. Scholarships

The College makes a number of scholarships available for students with talent and an enthusiasm for learning.

The College awards scholarships based on a scholarship application and testing process. Scholarship holders are bound by these Terms & Conditions of Enrolment and the College's Scholarship Policy which are available on the College website.

Where a scholarship awardee is withdrawn from the College prior to the conclusion of the scholarship term, the College requires that the family to repay the amount of any scholarship received.

Expectations of Students and Parents

- 10.** 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) Anti-harassment and discrimination
 - b) Codes of conduct
 - c) Complaints and grievances
 - d) Student behaviour, discipline and standards of dress
 - e) Technology and social media use
 - f) The care, safety and welfare of students.
- 11.** Failure to abide by the College policies may result in disciplinary action for the student or cancellation of enrolment.
- 12.** Students in Prep - Year 12 returning to the College after the 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 (such as a leave of absence, approved in accordance with clause 19 below) and with prior approval from the Head of School. Parents must notify the College immediately of any absence.
- 13.** The College may not permit a student to attend classes, College activities or events when Tuition Fees and Charges remain outstanding.
- 14.** All students will participate in compulsory study of the Christian faith, including attendance at regular Chapel Services and Anglican celebrations, and participation in the Religious Education program.

Standard of Education

15. The College aims to provide a holistic education at the highest possible level. The College makes no representation or promise regarding any particular academic achievement or level of performance of any student. The College is not responsible for and excludes all liability where, in circumstances outside the College's control, a student does not meet the expected standards of education.
16. Parents unconditionally release the College from any and all claims relating to or arising from any allegation that the student has not met expected standards of education.
17. Parents unconditionally indemnify the College and must keep the College indemnified against any and all cost, liability and expense (including legal costs) incurred by the College in defending a claim by the parents and/or the student arising from an allegation that the child's achievement has not met expected standards.

Student Attendance and Withdrawal

18. 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 parents to advise the College as soon as practicable if a student is to be absent for any reason and the estimated length of absence.

Parents should encourage students to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the student may develop holistically.

The College is not required to provide learning for the student during their absence.

No deduction will be made on account of absences, as the expenses incurred in maintaining the efficiency of the College are not lessened by the temporary absence of individual students.

19. Leave of Absence

Parents may request a leave of absence for students for a short time by making an application to the relevant Head of School as soon as possible.

A leave of absence, subject to the College's discretion, may be granted for a minimum of one term and a maximum of one year (whole terms only). Full fees will need to be paid to hold the enrolment place for that period.

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If full fees are not paid to hold the place, the student will be withdrawn from the College. Parents must give the College one full term's notice in writing to the Registrar.

If the required notice is not given, one full term's Tuition Fees will be charged in lieu of notice.

In such an event, the student does not have an automatic right of re-entry to the School and the College is not obliged to maintain or hold the student's enrolment. The student may apply to be placed back on the waitlist for entry.

During a leave of absence, the student will not be provided with any teaching or learning resources or access to the College curriculum.

20. 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 Principal for consideration of some remission of Tuition Fees.

21. Withdrawal Notification Period

If a parent wishes to withdraw a student from the College, they must give to the College one term's notice, in writing, to the Registrar.

If the required notice is not given, one full term's Tuition Fees will be charged in lieu of notice. No 'part of' a term or school holiday period will be included in determining the notice period.

22. 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.

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 required notice period.

23. Device usage and Ownership

Students in Year 3 – Year 6 are required to participate in the College's Bring Your Own Device (BYOD) program. Devices brought to school under the BYOD program must meet the minimum technical specifications outlined on the College website.

For students in Year 7 – Year 12, mobile computing devices will be issued as part of a fixed-term rental program. Upon Graduation, families will be contacted regarding either the return of devices and subsequent credit of any recoverable costs, or, should they wish to retain the device and its bundled accessories, the amount payable. If students in Year 9 - Year 11 withdraw from the College, they are required to return their devices. Purchasing the device is not an option for this group.

The student is solely responsible for any damages to the device during the rental period. The College reserves the right to charge families the full replacement cost if a damaged device is returned.

24. Cancellation/Suspension of Enrolment

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

- a) A breakdown 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;
- b) Failure by the student or parent to follow any College rules, procedures, codes of conduct or behavioural expectations;
- c) Failure to pay Tuition Fees or Charges within the terms of the Enrolment Agreement; or
- d) Unsatisfactory conduct, behaviour or attendance of the student.

25. 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. This might include detention, suspension, 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, or attend any off-site College events, during the period of suspension without the express permission of the Principal. The student shall be the sole responsibility of the Parents during such period. Fees are not refunded for suspensions as a result of student behaviour.

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 Community Code of Conduct. Disciplinary action may include, but is not limited to, termination of enrolment of the student.

1 Data Collection

Under the *Australian Education Act 2013* (Cth), the College is required to collect student background characteristics data as part of the enrolment process and report this data to the Victorian Curriculum and Assessment Authority or other assessment agent when requested.

26. Privacy Policy

The College collects personal information, including sensitive information regarding parents, guardians and students, during and subsequent to the enrolment process in accordance with its Privacy Policy.

The primary purpose of collecting such information is to enable the completion of the enrolment process and, during the course of enrolment to provide for the best interests of students. This policy can be found on the College website.

Business Terms and Conditions

27. Tuition Fees

Tuition Fees can be found on the College website. 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, and an updated Fee Schedule will be provided to Parents as early as practicable, but certainly before the end of the school year prior to the variation.

Tuition fees are not pro-rated if a child does not commence on the first day of the school year, is absent for part of a term, is suspended as a result of behaviour, or leaves the College before the end of a term.

Tuition Fees are billed in advance and fees can be paid directly to the College in accordance with the College's billing procedures. The College can only process termly or annual payments.

Fees for students in Prep to Year 11 will be charged in four (4) equal instalments at the beginning of each term.

Fees for students in Year 12 will be charged in three (3) equal instalments at the beginning of terms one, two and three.

Students will not be permitted to enter Year 12 where there is an outstanding fee debt with the College. If, during the course of Year 12 a family fails to pay Tuition Fees or other invoiced costs, it should be noted that students will only be invited to participate in celebratory end-of-year events when a family's fees and charges have been paid in full. These events include, for example, Closure Day, Final Assemblies and Presentation Evening.

All fees must be fully paid and up to date for a student to apply to join any private lessons, College events or celebrations and interstate or overseas College trips.

Families are responsible for ensuring the College has their current email addresses and contact details. Signatories to the Confirmation of Enrolment form for the College acknowledge that they are jointly responsible for all Tuition Fees and Charges payable as a result of enrolling a child at the College.

Responsibility for Tuition Fees and Charges remains with all signatories irrespective of what may happen to the relationship of the signatories. The College may agree to add new billing nominees at its sole discretion.

28. Discounts

Early payment: The College may offer a discount for fees paid in advance for 12 months only. The discount is only applicable to Tuition Fees. To be eligible for this discount, a full year of fees must be paid in advance before the advertised date. This date and the discount amount are published annually on the College's Fee Schedule. The College Board may vary or remove this discount at any time at its sole discretion.

Sibling Discounts: The College may offer a discount to families that have three or more students enrolled at the College at the same time. The discount does not apply to families where siblings have already left the College, whilst others remain. The discount amount is published on the College's Fee Schedule. The College Board may vary or remove this discount at any time at its sole discretion.

29. Other Charges

The Principal may authorise other particular expenditures (for example medical expenses, school materials or additional costs 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.

Additional charges or levies apply for certain non-core programs or electives which include, but are not limited to:

- Certain VCE and VCE-VM subjects levies;
- Elective program registration – eg Duke of Edinburgh Award;
- Interstate and international events such as tours and trips;
- Optional camps, activities or events;
- Optional competition attendance, including entry fees, travel and accommodation costs;
- Out-of-school-hours care and holiday programs;
- The use of the College bus network;
- Musical instrument hire;
- Private instrumental music lessons;
- Public speaking and debating competitions;
- Speech therapy.

Charges in addition to the fees as listed in the Fee Schedule may be incurred if students require additional integration aides or special services that are not completely covered by Government funding.

Annual Resource List

All students are issued with an annual Resource List/Book List that details all resources and stationery requirements for the year. Resources can be purchased directly from the College's official supplier, or families may choose to purchase equipment elsewhere. The costs of purchasing the resources on the annual list are in addition to the Tuition Fees.

30. Student Uniform

All students are required to wear the College approved school uniform. All students must adhere to the Student Uniform Policy, found on the College website. The costs of purchasing the College uniform are in addition to the Tuition Fees.

31. Student Identification Cards

The Student Identification Card is an important identification item for students and is also required to use the College Chartered Bus Service. If lost, it must be reported immediately to the Personal Assistant to the Director of Business and Finance. The card will be cancelled, and a new card reissued, with the replacement card fee of \$10 charged to the Family Account.

32. Out of School Hours Care

Before school, after school and holiday care is run on campus operated by an external provider and available to Overnewton Junior School and Middle School students. Fees are billed to parents directly by the external provider.

33. Payments

The due date for payment will be specified on the front of each accounts invoice.

Accounts may be paid by:

- a) BPay;
- b) Cash payments via a bank branch, directly into the College bank account;
- c) Cheque;
- d) Credit card (only Visa or MasterCard accepted, no overseas cards accepted);
- e) Debit card transaction;
- f) Edstart payment plan; or
- g) Electronic funds transfer.

The College discourages cash payments on the College premises. All payments must be made in Australian dollars.

Fees not paid by the relevant due date may incur an additional administration fee, and any credit card or direct debit payment which is declined by the bank, for any reason, will incur an administration fee of \$75.

Non-Payment of Fees and Debt Recovery Fees

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

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

In the event that an account is referred to debt collection, the reasonable expenses of such recovery will be added to the account with responsibility for settlement of those collection expenses borne by the account holder. The College reserves the right to add any related legal fees and charges to the total debt amount.

In accordance with Victoria's Consumer Credit Code and the Penalty Interest Act (1983), the College reserves the right to charge interest on overdue accounts. The current penalty interest rate of 10% per annum is fixed by the Attorney-General under S2 of the Penalty Interest Act. As such, the College is entitled to charge interest of 10% per annum, on any overdue invoices.

1. Goods and Services Tax

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

1. 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

34. The College reserves the right to assess and determine its ability to provide ongoing education to a student. Parents must submit all necessary medical documentation and medication to the College before the first day of school. Students are not permitted to attend school until the College receives all required medical documentation and medication.
35. The College 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.

36. 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.
37. The College will notify the parent of any moderate or major injury or illness the student may suffer at the College, which warrants staff intervention or a visit to the College First Aid.
38. 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.
39. 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 (subject always to applicable laws).

Losses Due to Theft or Damage to Property

40. It is the responsibility of the student and the parent to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and associated equipment, clothing and other personal possessions, and the College is not liable for any loss, theft or damage to this property.
41. 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.

Privacy: Standard Collection Notice

42. 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/platforms 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.
43. 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.

44. 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.
45. Health information about students is sensitive information within the terms of the Australian Privacy Principles (APPs) under the *Privacy Act 1988* (Cth) and the *Health Records Act 2001* (Vic). The College may ask parents to provide medical reports about the student from time to time.
46. 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.
47. 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 parent 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.
48. Personal information collected from students is regularly disclosed to their parents.
49. The College may use online or cloud-based 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 who access their services. This personal

information may reside on a cloud-based server which may be situated outside Australia.

50. 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.
51. The College may engage in fundraising activities. Information obtained from parents may be utilised to seek fundraising assistance, such as information on professional background or skills to explore potential support for College-related events. Information may also be disclosed to organisations that assist in the College's fundraising activities solely for that purpose. The College will not disclose a parent's personal information to third parties for their own marketing purposes without prior consent.
52. 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/portal, 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 parent (and from the student, if appropriate) if the College 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.
53. Any enrolment applicant or parent 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.

Intellectual Property

54. Where the College 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 the College, and shall only be used by the parent and students at the College's discretion.

General

55. These Terms shall be governed by and interpreted according to the laws of the state of Victoria and all parents consent and submit to the exclusive jurisdiction of the courts of Victoria.
56. If any provision of these terms is held to be invalid, illegal or unenforceable (in whole or in part) such provision shall be deemed not to form part of these terms and is to be omitted without effecting the legality of the remaining terms, which continue in full force and effect.

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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 Enrolment Agreement and if more than one, each of them jointly and severally.
Application for Enrolment	means the document which an Applicant is required to complete in order for a prospective student to be eligible to be considered for enrolment at the College.
Charges	means fees other than Tuition Fees, which may include but are not limited to IT charges, consolidated charges, charges for elective subjects, school materials, medical expenses and other expenses referred to in these Terms & Conditions of Enrolment.
Confirmation of Enrolment Fee	means the non-refundable fee payable at the time of signing the Enrolment Agreement. The current Confirmation of Enrolment Fee is provided in the College's Fee Schedule available on its website and may be altered at any time at the discretion of the College.
Enrolment Agreement	means the agreement between the Applicant and the College and comprised of the: Complaints and Appeals Policy, Confirmation of Enrolment form, Community Code of Conduct, Discipline Policy, Enrolment Policy, Enrolment Application form, Enrolment Procedure, Fee Schedule, Privacy Policy, Scholarship Policy, Student Code of Behaviour, and these Terms & Conditions of Enrolment.
Application Fee	means the non-refundable fee payable at the time of completing the Application for Enrolment in order to join the College enrolment waitlist.
Fee Schedule	means the list of fees published on the College website, as updated from time to time.
Offer of Enrolment	means an offer by the College to enrol a student, following receipt of an Application for Enrolment in respect of the student.
Parent	refers to the parent(s) and/or guardian(s) of a student, 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 a student named in an Application for Enrolment or an Enrolment Agreement (as the case may be).
Terms & Conditions of Enrolment	means these conditions of enrolment including any subsequent amendments made by the College
College	means Overnewton Anglican Community College Ltd. ABN: 60 006 593 488. Yirramboi Campus: 2 - 50 Overnewton Rd Keilor, 3036. Canowindra Campus: 39 - 57 Robertsons Rd Taylors Lakes, Victoria, 3038.
Tuition Fees	means the tuition fees payable to the College, as advised by the College to the Applicant and available on the College website.

Related Documents and Policies

- Community Code of Conduct
- Complaints and Appeals Policy
- Discipline Policy
- Enrolment Policy
- Enrolment Procedure
- Fee Schedule
- Privacy Policy
- Scholarship Policy
- Student Code of Behaviour