



TRINITY COLLEGE

Trinity College General Terms and Conditions of Enrolment

1. Definitions

For the purpose of this agreement, unless any contrary intention appears:

- a. "School" shall mean Trinity College Gawler Incorporated and its respective teachers, officers, employees, agents and contractors.
- b. "Parent" shall mean the person or persons who have legal custody or guardianship of the child, or any person authorised to act on behalf of the parent.
- c. "Student" shall mean any child currently enrolled at the school.
- d. "Term" shall mean a School Term as specified by the School.
- e. "School Fees" shall mean the Fees and Levies charged to the Parent(s) by Trinity College Gawler Incorporated in exchange for the Services it performs, as outlined in clause 4(a) of this agreement.
- f. "Services" shall mean all Services supplied by Trinity College Gawler Incorporated as outlined in clause 3 of this agreement.
- g. "Contract" includes the Enrolment contract, Payment of fees Schedule, and the Terms and Conditions, contained herein.

2. Offer and Acceptance

- a. The Parent's signature on the Enrolment Contract together with the payment of the Enrolment Guarantee shall constitute acceptance of the terms and conditions contained herein.
- b. If more than one Party enters into this agreement, each Party shall be jointly and severally liable for all payments of the School Fees as apportioned on the Payment of Fees Schedule.
- c. Once accepted, these terms are binding, and this agreement may only be altered or revoked, with the written approval of the School.
- d. Parent(s) will immediately advise the School of any change to their contact and/or family details or any other change in circumstances that affects the terms and conditions contained in this Enrolment Contract.

3. Services

- a. Services include all Services performed by the School in relation to providing an education to the Student, and shall include, but not be limited to, extra curriculum activities such as camps, excursions, sports carnivals, and private music lessons.
- b. Services will also include any incidental supply of Goods including, but not limited to, OSHC, Montessori, textbooks, instruments, uniforms, and stationery.
- c. Services will be provided by the School to the Student for the period of the Terms as outlined by the School.
- d. In the case of a medical emergency, I / we authorise the School to take whatever action it deems necessary to provide the student with appropriate medical care, and we indemnify the School against any costs incurred by doing so.

4. School Fees

- a. The School Fees will be set by the School Council from year to year, and outlined in the 'Schedule of Fees' provided to the Parent by the School.
- b. Additional fees may be charged to cover the cost of extra curriculum activities, as arranged from time to time by the School, or as requested by the Parent, and are subject to clause 5(e) of this agreement.

5. Payment

- a. Payment of the Enrolment Guarantee is required upfront, but can be refunded to any Parent(s) after the Student commences at the School provided that appropriate written notice as set out in clause 6 of this agreement has been given, or upon completion of the Student's enrolment where there are no outstanding monies owed to the School. If any monies are owing in respect of the Student or any siblings, the Enrolment Guarantee may be applied by the School to that indebtedness. Application for refund of the Enrolment Guarantee must be made by submitting a completed leaver's clearance form within 12 months of the Student leaving the School. The voluntary Building Fund donation is non-refundable.
- b. Unless otherwise agreed, all payments will be due and payable as outlined in the Payment of Fees Schedule supplied to the Parent(s) by the School.
- c. The School will be paid in accordance with the Payment of Fees Schedule.



- d. The School will be notified immediately should there be a change in circumstances which will affect their ability to fulfil their financial obligations to the School.
- e. Additional payments to cover the cost of any extra curricular activities will be due and payable before commencement of the activity.
- f. The School reserves the right to withhold provision of Services until payment, as per the payment Schedule, has been received.
- g. Payment may be made by cash, cheque, credit card, or any other method agreed with the School.
- h. If there is an overpayment with respect to the School Fees, the School will return the funds to the person making the payment.

6. Cancellation

- a. At its sole discretion, the School reserves the right to suspend or expel a Student for any breach of School policy.
- b. The School shall not be liable for any direct, indirect, special, or consequential loss or damage, arising from the School exercising rights under this agreement.
- c. The enrolment of the student may be cancelled by the enrolling Parent(s) giving a minimum of 10 school week's written notice in advance. For those children who have not yet commenced as Students of the School, enrolling Parent(s) are required to give a minimum of 20 school week's written notice in advance. Failure to give the required notice will incur a fee equal to 10 weeks tuition fees.
- d. Any refunds due and payable will be made to the person(s) responsible for the payment of the School Fees.

7. Privacy Act 1998

- a. By signing this agreement we acknowledge that we have read, and fully understand the privacy policy of Trinity College, which is available on the College website.

8. Default

- a. If School Fees are not paid to the School when they become due, the Parent(s) or Payee will be responsible for any additional costs associated with recovery of the outstanding amounts, including but not limited to the cost of a solicitor, and any cost incurred by the School's nominated debt collection agency.
- b. Interest on overdue accounts will be charged from the date when they were due for payment, at a rate equal to the credit card rate offered by the National Australia Bank at the time, and shall accrue at such a rate until payment in full is received from the Parent(s).
- c. Should a payment remain in arrears for a period of over thirty (30) days, the School;
 1. Reserves the right to suspend or terminate the supply of Services to the Student(s).
 2. The School will not be liable to the Parent for any loss or damage incurred, either directly, or indirectly arising from the School exercising their rights under this clause.
- d. The School reserves the right to cancel the Student's enrolment and the enrolment of the Student's siblings if the Parent(s) or the Payee fails to comply with the Payment of Fees Schedule.

9. Limitation of Liability

- a. The School will not be liable for any loss or damage to the personal property of the Parent or Student arising as a result of the School performing the Services in part, or at all.

10. General Terms

- a. The School assumes no responsibility for changes in State or Commonwealth legislation which may affect the supply of Services under this agreement.
- b. The School reserves the right to review and amend its terms and conditions and policies at any time. The documents are available from the office or on the College website www.trinity.sa.edu.au
- c. If any Terms or Conditions contained in this document are found to be unenforceable for reasons of validity or legality, the remaining provisions shall not be affected in any way whatsoever.