



The King's School

Conditions of Enrolment

A copy of these Conditions is provided for retention by parents for reference.

Special attention is drawn to conditions concerning the notice required for the removal of a student, or cancellation of enrolment or change of date of entry.

1. Offer of a Place and Student Admission Fee (SAF)

- 1.1 An Offer of a Place (**Offer of a Place**) must be accepted by both Parents unless The King's School (**School**) agrees in writing to waive this requirement. Upon acceptance of an Offer of a Place, all signatories will be jointly and severally liable in respect of the obligations contained in these Conditions of Enrolment, including in relation to the payment of Fees and Charges. Because Parents are jointly and severally liable for Fees and Charges (as defined in these Conditions), the School may disclose information to both Parents regarding whether the Fees and Charges have been paid, including where parents are separated or divorced, and regardless of which Parent is paying the Fees and Charges.
- 1.2 When Parents accept the Offer of a Place at The King's School for their child, a non-refundable Student Acceptance Fee (**SAF**) must be paid to The Council of The King's School (**School Council**).
- 1.3 Payment of the SAF must be made at the same time as the Offer of a Place is accepted. If the SAF is not paid, the **Student's** place will be forfeited.
- 1.4 No refund of the SAF will be granted if the application is withdrawn or the Student is withdrawn or excluded from the School at any time after the Offer of a Place is accepted. The SAF is non-transferable between students or between proposed enrolment years.
- 1.5 The School reviews the level of the SAF from time to time, and prospective parents are advised accordingly.
- 1.6 Where a fee known as a Family Admission Fee (**FAF**) has previously been paid for a sibling(s) (whose Parents are the same as the present applicant's Parents) still enrolled at the School at the time the present applicant commences at the School, no further payment of the SAF is required.
- 1.7 If a reduced FAF has previously been paid due to a sibling(s) being the recipient of a Scholarship or Bursary, then a further payment, calculated as the difference between the FAF that was paid at the time of the first sibling commencing at the School and the current amount of the SAF that is due for payment in relation to the present applicant, must be paid.
- 1.8 If a SAF has previously been paid for the enrolment of the present applicant in Tudor House, the SAF payable will be reduced by the amount of the SAF previously paid at Tudor House.
- 1.9 If, after the Parents have accepted an Offer of a Place with a confirmed date of entry, the Parents wish to alter an accepted Offer of a Place:
 - (a) the enrolment will be cancelled;
 - (b) the School will consider whether an Offer of a Place will be made to the Student for another entry year, noting that there is no guarantee that the request for a new date of entry will be accommodated; and
 - (c) a further SAF or top-up of the FAF will be required.
- 1.10 If, after the Parents have accepted an Offer of a Place with a confirmed date of entry, the Student does not enter the School for any reason (other than being refused commencement by the School or FFOS Visa refusal), and the School is unable to fill the Student's place for that term, the provisions of clause 10 below apply in relation to the notice required to be given and the charge payable if adequate notice is not given.
- 1.11 Where a Student has been attending the School for a minimum of one School year and is withdrawn and an application for re-enrolment is made for the Student to recommence at the School within two years of the earlier enrolment having terminated, payment of an additional SAF is not required. By way of example, if a Student is enrolled and is attending the School in Year 7 and is voluntarily withdrawn at the end of Year 7 but seeks re-enrolment into the School in Year 9, no SAF is payable.

2. Conditional Enrolment

- 2.1 All enrolments are conditional upon the School being satisfied in its reasonable discretion that the Student's needs can be met by the School. The School may cancel the enrolment if it determines in its reasonable discretion prior to the start of the enrolment that the Student's needs cannot be met. If the School cancels the enrolment on this basis, any Fees and Charges that have been paid by the parents will be refunded.
- 2.2 Acceptance of enrolment into The King's School is at the School's absolute discretion. The School will accept entry subject to students demonstrating to the School's absolute discretion that they can contribute to, cope with, and benefit from the academic and cocurricular program offered by the School.
- 2.3 The School may, acting reasonably, require Parents to provide reports and assessments necessary to determine the particular needs of the Student.
- 2.4 Parents are required to provide all relevant information requested by the School. A failure to do so may jeopardise the ongoing enrolment of the child.
- 2.5 Competence in English is a prerequisite for enrolment. If the School reasonably considers that the English language capabilities of the Student are not sufficient, it may require the Student to undergo an intensive English language course. If the required language level is not reached, the School may decide that the enrolment should be cancelled.

3. School Fees and Charges - General

- 3.1 Parents are jointly and severally liable for the payment of all fees and charges for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the Student or fees and charges incurred on behalf of the Student from time to time (**Fees and Charges**).
- 3.2 The School Council determines the Fees and Charges that will be payable from time to time, which are set out in a Schedule of Fees. The Schedule of Fees is revised regularly and may be amended. Where possible, the School will give not less than one (1) term's notice of any change to the Schedule of Fees.
- 3.3 All Fees and Charges are payable in advance on or before the due date set out in the School Tuition Invoice, which is generally 14 days before the first day of the relevant Term.
- 3.4 Parents may utilise the School's fee instalment program provided all fees are fully paid up to date. Failure to adhere to the instalment payment schedule will result in all outstanding fees becoming immediately due and payable in full.
- 3.5 Where the Parents do not reside in Australia, or the Student is an Overseas Student (as defined in clause 4.2), tuition and boarding fees must be paid a semester (two terms) in advance.
- 3.6 If Parents fail to pay an account for Fees and Charges by the due date, they will be liable to pay a default charge determined by the School, which reflects (among other things) the reasonable administrative and financial cost to the School in collecting the outstanding Fees and Charges. Parents may enquire about the current default charge at the School.
- 3.7 If an account for Fees and Charges is not paid in full by the due date:
 - (a) the School will issue a notice providing the Parents with 14 days to pay the Fees and Charges; and
 - (b) if the Fees and Charges are not paid within 14 days of the breach,
the Student's enrolment may be suspended or terminated unless the School agrees in writing to accept other arrangements.
- 3.8 While an account for Fees and Charges remains outstanding, the Student may not be permitted to participate in any discretionary activity offered by the School (for example, co-curricular activities, boarding, sporting excursions or overseas trips) and may not receive some services offered by the School, as determined by the School, acting reasonably, including but not limited to, receiving school reports or attending tutoring offered by the School.
- 3.9 The School may take all actions it considers appropriate to collect amounts owed to the School.
- 3.10 Parents agree to reimburse the School for all liability, loss, costs and expenses (including, without limitation, legal fees and debt recovery agents) in connection with any failure to pay the Fees and Charges.
- 3.11 The School may incur expenditure for the Student's needs on behalf of the Parents and add it to the Parents' school account without the Parents' prior written consent where it is not reasonably practicable to obtain that consent prior to incurring that expenditure.
- 3.12 All medical expenses reasonably incurred by the School on behalf of the Student must be reimbursed by the Parents.

4. School Fees - Overseas Students - Additional conditions

- 4.1 The following additional and modified terms apply to Overseas Students.
- 4.2 The School is registered by the relevant Commonwealth and State Government Departments to accept the enrolment of students from overseas. For the purposes of these Conditions, an Overseas Student is one who is ineligible to attract relevant grant monies received by the School from the Federal and State Governments (**Overseas Student**).
- 4.3 The School will determine if the student is an Overseas Student. Special procedures and School fee arrangements apply to Overseas Students.
- 4.4 Where the student is an Overseas Student, tuition and boarding fees must be paid a semester (two terms) in advance.
- 4.5 Fees and Charges for Overseas Students will include a surcharge reflecting the absence of Government funding and other charges that apply to all Overseas Students each term.
- 4.6 All Overseas Students must hold and maintain a valid visa that permits their tuition in Australia for the duration of their enrolment at the School. The Student and/or their Parent is required to provide, upon the School's request, any necessary documentation to confirm the Student's visa status, including but not limited to a copy of the visa grant notice. The Student and/or Parents also consent to the School undertaking a Visa Entitlement Verification Online (VEVO) check to confirm visa status at any time. Failure to provide proof of a valid visa, comply with this requirement, or update the School of any visa status changes may result in suspension or termination of the Student's enrolment.
- 4.7 Overseas Students are required to maintain private health cover in advance in compliance with Government Visa requirements and to provide evidence of that cover to the School on request.
- 4.8 If the School considers that an Overseas Student needs intensive English support, Parents may be required to pay additional fees.

5. Guardians of Overseas Students

- 5.1 Where the Parents do not reside in Australia, they must appoint a suitable adult resident in Sydney to act as a Guardian for the Student in accordance with the School's "Appointment and Obligations of Guardians" Form to be provided to Parents by the School.
- 5.2 Guardians must:
 - (a) be at least 25 years old;
 - (b) speak English;
 - (c) be contactable by the School;
 - (d) be known to the Student;
 - (e) be able to give support to the School in meeting the needs of the Student;
 - (f) attend enrolment interviews, Parent/Teacher interviews and other occasions at the School's request;
 - (g) exercise a duty of care to the Student when he is on leave with them;
 - (h) liaise with both Parents and the Boarding Housemaster to ensure the Student's welfare.

6. Absence from School

- 6.1 If the Student is absent from the School, including for illness, leave or suspension, fees will not be refunded in whole or in part. In exceptional circumstances, Parents may seek special consideration from the School and the School Council may, in its sole discretion, acting reasonably, grant a refund. Students are expected to attend the School during School hours, except in the case of sickness or where leave not to attend has been given by the School. The student must attend School during the whole term. If the Student is absent from any School academic program or co-curricular program or activity, a written explanation from the Parent must be provided on the next day of attendance at school. An absence of three days or more due to illness requires a medical certificate.
- 6.2 Requests for leave from School activities (other than for illness), including academic and co-curricular programs and for early departure at the end of term and/or late return from breaks, are permitted only in the most exceptional circumstances, and application must be made in writing to the Headmaster or his nominee in advance. No arrangements or commitments should be made prior to the application being approved.

7. Suspension and Termination of Enrolment

- 7.1 Students are bound by all Rules and Regulations authorised by the Headmaster from time to time for the conduct of the School.
- 7.2 The School may, acting reasonably, terminate the enrolment of the Student, either temporarily or permanently at any time for reasons that may include but are not limited to:
- a serious breach by the Student of the School's Rules or Code of Conduct;
 - where a Parent has breached these Conditions of Enrolment or the Parent Code of Conduct in place from time to time;
 - where the Student or a Parent has engaged in conduct prejudicial to the reputation of the School or the well-being of its Students or staff;
 - where the Student is not making satisfactory progress; or
 - where the Headmaster or School Council reasonably believes that a mutually beneficial relationship of cooperation and trust between the School and the Parents has broken down to the extent that it adversely impacts that relationship.
- 7.3 The School will only exercise its powers under clause 7 to terminate the enrolment of the Student if it has provided the Student and their Parents with details of the conduct which may result in a decision to terminate the enrolment of the Student and provided them with a reasonable opportunity to respond and where there has been procedural fairness.
- 7.4 Minimum standards of effort, attitude and behaviour will be required of students before they will be allowed to progress to the next year level. If there are deficiencies in any of these areas, the School also may, acting reasonably and taking into account the nature and extent of the deficiency, require the Student to be counselled, require the Student to repeat the year, temporarily suspend the Student or exclude the Student from the School.

8. Review of Enrolment

- 8.1 The School may review the enrolment of students at any time.
- 8.2 The Senior School is conducted as a boy's school, and as a result, female students enrolled at Tudor House will not continue to the Senior School.

9. Courses and Compulsory Activities

- 9.1 The School will determine which particular academic and co-curricular courses and activities are offered and/or provided at any time and which of these courses or activities is compulsory at its reasonable discretion. The School's academic and other programs and activities may be changed without notice at any time where reasonably necessary to do so. This may include discontinuance of teaching subjects and other programs.
- 9.2 Some activities are compulsory for all students, and these include:
- School Chapel and Biblical Studies;
 - School sports program (for Years 3 to 12) including, as a minimum, participation in summer and winter team sports (usually on a Saturday);
 - various camps and excursions that occur from time to time as an integral part of the School curriculum; and/or
 - Cadet Corps.
- unless the Headmaster agrees otherwise, acting reasonably.
- 9.3 Charges may be levied for these activities and will be payable unless the Student has been excused from attendance by the Headmaster, is unable to attend due to ill health or other reasons where it is impossible for the Student to attend.

10. Withdrawal of a Student

- 10.1 Subject to clause 10.2, if Parents wish to withdraw the Student from the School, notice given to the School must be not less than one (1) full term's notice to expire at the end of a term. The notice must be signed by all Parents named on the Application Form. By way of example, where it is intended that the Student is to be withdrawn from enrolment at the end of Term 3, notice in writing must be received and acknowledged by the School no later than the last school day of Term 2.
- 10.2 If the School does not give at least one term's notice of an increase in the fees payable by the Parents, the Parents may withdraw the Student from the end of the term in which the notice of the fee increase was given provided notice of the withdrawal is given to the School within 30 days of the date on which the notice of the fee increase was given.
- 10.3 If the required notice of withdrawal of a Student is not given and the School is unable to fill the Student's place for the term that follows the Student's withdrawal, the Parents must pay a charge equivalent to a School term's fees. This is a genuine pre-estimate of the School's costs in filling available places.

11. Boarders

- 11.1 Students enrolled as Boarders must remain as Boarders for the duration of their enrolment unless the Headmaster in his discretion, acting reasonably, determines otherwise.

12. Obligations of Students

- 12.1 Students are required to have high standards of behaviour and:
- (a) abide by the School Rules and Codes of Conduct as they apply from time to time;
 - (b) behave courteously and considerately to each other and to staff at all times;
 - (c) not do anything which may bring the School into disrepute, including in print and electronic media;
 - (d) support the goals and values of the School;
 - (e) attend and, if reasonably required, participate in assemblies, the School sports program, important school events such as Presentation Day or other events determined by the Headmaster, and camps and excursions that are an integral part of the School curriculum;
 - (f) wear the School uniform as prescribed, including when travelling to and from School, and follow conventional standards of appearance while at school in accordance with the School's guidelines and the expectations of the School community;
 - (g) if the Student is a Boarder, abide by rules governing the Boarding Houses that apply from time to time.
 - (h) attend the School during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted.

13. Obligations of Parents

- 13.1 Notwithstanding the obligations of Parents set out in other clauses of this document, Parents are required to:
- (a) comply with any Parent or Community Code of Conduct;
 - (b) accept and abide by the requirements and directions of the School relating to the Student or students generally and not interfere in any way with the conduct, management and administration of the School;
 - (c) read communications from the School, including newsletters and communications on any digital platform used to communicate with or to Parents;
 - (d) advise the School in writing of any change of home, mailing, email address or contact details or other information on the Student Enrolment Registration Form within one month of such a change (including any change to whom the accounts are being sent). Offers of a Place may be cancelled if the School loses contact with the Parent or mail is returned;
 - (e) ensure the Student has each item of official required uniform and all other requirements, such as textbooks and stationery;
 - (f) accept and abide by the directions of the School and the directions of staff in relation to picking up and dropping off the Student at or near the School;
 - (g) while on School premises or attending School activities elsewhere, comply with School procedures, the requests of School staff, with any applicable code of conduct of the School or the sporting association of which the School is a member, and encourage others attending in relation to the Student to do the same;
 - (h) not do or say anything that may adversely affect the reputation of the School, its staff or Governors, including in print or on social or electronic media;
 - (i) communicate with students, parents, visitors and staff members in a courteous manner and follow the communication guidelines laid down by the School from time to time;
 - (j) use their reasonable endeavours to attend Parent-Teacher interviews and Parent forums and participate in courses offered by the School which are relevant to the Student's education.
- 13.2 Parents must not disseminate inaccurate, misleading or defamatory information on social media in relation to the School, staff, students or other members of the School community, including, without limitation, messaging platforms such as WhatsApp, WeChat, X (formerly Twitter), Instagram or any other platform designed for messaging and "chat" purposes.
- 13.3 Parents must observe School security procedures for the protection of students.
- 13.4 Parents must promptly advise the School:
- (a) if the Student is absent from the School due to ill health or other reason;
 - (b) in writing of any orders or arrangements that affect the Student concerning custody or access, any change to them or any other orders or arrangements which are relevant to the Student's education and welfare and provide copies of any orders to the School.
- 13.5 Obligations of Parents are joint and several.

14. Personal Property

- 14.1 Students are responsible for their personal belongings and the School does not accept responsibility for any loss or damage to those belongings. The Student's personal property is not insured by the School, and the School does not accept any liability for loss or damage.
- 14.2 The Headmaster or his nominee may search the Student's bag, locker, other possessions or boarding house bedroom where there are reasonable grounds to do so in order to maintain a safe environment for all students.

15. Privacy

- 15.1 Parents acknowledge they have read the School's Privacy Policy which is available at <https://www.kings.edu.au/the-kings-school-privacy-statement>
- 15.2 Parents must provide accurate information to the School about any arrangement between Parents in relation to the Student at the time of applying for enrolment. Parents must immediately notify the School of any new arrangements or changes to any previously communicated arrangements.
- 15.3 Parents must immediately notify the School of any new Court Orders or changes to any previously communicated Court Orders. Such information will be dealt with in accordance with the School's Privacy Policy.

16. Medical Details, Urgent Medical Treatment and Special Needs

- 16.1 Parents must complete and return a Student Medical Form as required by the School prior to the commencement of the Student at the School and as subsequently required by the School from time to time. Parents must keep the School informed via the Health Centre of any changes to the Student's health as reflected on the Student's Medical Form and provide the School with any medical information required by the School, including medical reports.
- 16.2 If a Student is ill or injured, necessitating urgent hospital and/ or medical treatment (for example, injections, blood transfusions, surgery) and the Parent is not readily available to authorise such treatment, the Headmaster, Housemaster or other responsible member of the School staff, may give the necessary authority for such treatment. All medical and ambulance expenses incurred on behalf of the Student must be paid by the Parent. Parents indemnify the School, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment, except to the extent that such costs or expenses arise as a result of reckless or negligent conduct of the School, its employees or agents.
- 16.3 The School does not take any responsibility for insuring the cost of medical or dental expenses in the case of accidents involving students while playing sport or taking part in School activities. Parents are therefore advised to consider taking out appropriate insurance cover.
- 16.4 Parents must fully disclose any special needs (including but not limited to any medical, physical or psychological needs or changes to these needs) of the Student at the time of applying for enrolment and no later than 12 months prior to entry. By accepting an Offer of a Place, Parents warrant that they have provided all relevant information (including any report or diagnosis of doctors or other treating professionals) regarding special needs to the School and the School's Offer of a Place is conditional upon the Parents having done so.
- 16.5 Where any disclosed special needs or medical conditions change, or where any special needs or medical conditions arise during the Student's enrolment, Parents must notify the School as soon as reasonably practicable.
- 16.6 Parents must notify the School as soon as reasonably practicable if the Student has a communicable infection or condition or a notifiable condition under Public Health Regulations.

17. Reports and Communication

- 17.1 Academic reports are generally sent to the electronic or physical address notified by Parents. When Parents are separated or divorced, reports will generally be sent to both Parents on request to the address notified by each Parent unless there is an Order of a Court or an agreement that provides for reports to be sent to one Parent.
- 17.2 The School will generally communicate with the Parent who is the primary contact about day to day matters, unless there is a court order or agreement requiring communication with both Parents.

18. Amendment of Conditions

- 18.1 These Conditions may be changed from time to time by the School giving not less than two (2) full terms' notice to the Parents in writing, which shall apply to both current and future Students and Parents from the date specified in the notice.

19. Application of Conditions

- 19.1 Unless amended, these Conditions continue to apply to the Student and Parents for the whole duration of the Student's enrolment at the School.

20. Definitions

- 20.1 In these Conditions:
 - (a) the term "Conditions" means these conditions of enrolment;
 - (b) the term "Headmaster" means the Headmaster or Acting Headmaster of the School, by whatever title he or she is known, and his nominee.
 - (c) the term "Parent" means the Student's parents, or where the Student has only one Parent, that Parent. The term includes any legal guardians;
 - (d) the term "Student" means the person who is enrolled as a student at the School.
 - (e) the term "staff" means all present and past staff who have served at the School as employees, consultants or contractors.
 - (f) the term "Governor" means those persons appointed to The Council of The King's School.