

## TERMS & CONDITIONS OF ENROLMENT

### NAME OF STUDENT:

The enrolment of students at The King David School ('the School') or The King David School Early Learning Centre ('the ELC') is dependent upon parents/guardians agreeing to abide by the Terms and Conditions of Enrolment and the Terms and Conditions for Payment of School Fees.

1. **Enrolment Procedures:** The return of a completed Application for Enrolment form together with the non-refundable \$100 Application Fee must have been completed.
2. **Confirmation of Enrolment:** School-aged children are required to have attended a pre-entry interview with a senior member of staff, attended a day visit at the School, provided a copy of their latest two school reports, most recent Naplan results and a completed pre-entry form prior to an offer of place being made. The confirmation procedure begins when an offer of place is sent to parents. Parents will be required to pay a non-refundable confirmation fee to confirm their child's place;
  - a. If an older sibling is withdrawn from the Early Learning Centre (ELC) or School, then parents **may** forfeit the enrolment of a younger sibling accepted for commencement in the ELC or School.
  - b. **Pre-Kinder**  
A non-refundable Confirmation of Enrolment Fee of \$500 per student is immediately payable on acceptance of the offer. The Confirmation of Enrolment Fee consists of a \$100 Enrolment Fee and a \$400 pre-payment contribution towards tuition fees. The \$400 pre-payment contribution towards tuition fees will be credited to your Fee Account in the child's final month of Pre-Kinder before entering our Kindergarten or provided that you have given us four weeks' written notice of withdrawal. In the event that a child is withdrawn prior to commencing Pre-Kinder, the Confirmation of Enrolment Fee is non-refundable and non-transferable.
  - c. **Kindergarten**  
Pre-Kinder students continuing into Kindergarten: A non-refundable and non-transferable Confirmation of Enrolment Fee of \$1,400. The Confirmation of Enrolment Fee consists of a \$400 Enrolment Fee and a \$1,000 Prep Holding Deposit. In the event that an enrolment is withdrawn prior to commencing in Prep, the \$1,400 Confirmation of Enrolment Fee is non-refundable and non-transferable.  
New Students: A non-refundable and non-transferable Confirmation of Enrolment Fee of \$1,500. The Confirmation of Enrolment Fee consists of a \$500 Enrolment Fee and a \$1,000 Prep Holding Deposit. In the event that an enrolment is withdrawn prior to commencing in Prep, the \$1,500 Confirmation of Enrolment Fee is non-refundable and non-transferable.  
\*The \$1,000 Prep Holding Deposit is payable to ensure a child's place in Prep is reserved. The \$1,000 Prep Holding Deposit will be credited to your Fee Account, along with a School provided bonus of \$4,000, after the child has commenced in Prep. The \$1,000 Prep Holding Deposit and the corresponding \$4,000 School provided bonus, a total of \$5,000, will be applied evenly across the tuition fees billed during Prep. The \$5,000 credit can only be used in this way and is non-refundable and non-transferable under any circumstances.
  - d. **Prep to Year 12**  
A non-refundable and non-transferable Confirmation Fee of \$500 and a Tuition Contribution fee of \$1000 are payable. The tuition contribution fee will be deducted from the first account after the student has started (commonly the Term 2 account). The fees are not refundable or transferable to another year level or student on acceptance of the offer.
3. **Rules and Regulations:** Parents on their own behalf and on behalf of the student agree to abide by the Rules And Regulations of the School, School Policy Statements, School Codes of Conduct, and any changes to those Rules and Regulations, Policies and Codes as amended from time to time ('School Rules'). The School retains the right to suspend or dismiss the student from the School or otherwise discipline the student on the grounds of the student's unsatisfactory conduct or performance or failure to observe any School rule or regulation.
4. All pertinent School Policies are available on the School website.
5. **Property:** Parents are responsible for payment of avoidable breakages or damage to School property or for loss of School property, and the School's liability (if any) for, or for loss to, other students' or persons' property caused by their child. While the School will take all reasonable care to provide a safe learning environment, thefts, damages, accidents and injuries can still occur. The School does not accept liability for such loss or damage and recommends that the parents consider appropriate insurance to cover any losses.
6. **Technology Access:** the School supports student access to electronic information resources. The network is provided for students to conduct research and to communicate with others as part of the educational program. Students are expected to use these facilities in accordance with School Policy.
7. **Bullying:** The School has strict policies and rules on bullying, and the parents should ensure that any allegations with regard to bullying are immediately passed on to the School. The parents hereby release and indemnify the School from any claims that may be made with regard to bullying.

8. **Medical:** In the event of an accident or illness when it is impractical to communicate with a parent or guardian, the Principal or his/her authorised representative may authorise medical, surgical or other treatment considered necessary by a qualified medical practitioner. Parents are responsible for all medical, ambulance and associated expenses incurred.
9. Parents must advise the School of any matters which may pertain to the educational, physical or psychological development of their child. This information is of great importance in permitting the School to assess the needs of the child. Failure to provide this information would be grounds for the School to terminate the enrolment without notice. You must also advise the School of any change to this information in a timely manner and complete the annual update of family particulars at the beginning of each year.
10. **Payment of School Fees:** The parents will comply with the School's Terms and Conditions of Payment of School Fees applicable
11. **Notice of Withdrawal:** A term's notice in writing to the Admissions Manager must be given before the withdrawal of a student leaving Prep to Year 5 and Year 7 to Year 12. Two term's notice in writing to the Admissions Manager must be given before the withdrawal of a student leaving Kindergarten or Year 6; otherwise the parents must pay a charge equivalent to one term's School Fees. Four weeks' notice in writing to the Admissions Manager must be given before the withdrawal of a student leaving Pre-Kinder; otherwise the parents must pay a charge equivalent to one month's fees. The School will not be liable to refund any portion of School Fees for the balance of the term paid in advance.
12. **Leave of Absence:** A family and/or their child temporarily living interstate or overseas for the equivalent of one term or more may have a place held open for the child subject to the parents giving the School at least six weeks prior written notice of the withdrawal of the child and payment of the Holding Fee determined by the School which is at least 50% of the Tuition Fee for the period of the absence.
13. **The School reserves the right to:**
  - a. refuse the Application For Enrolment without providing any reason;
  - b. terminate the enrolment:
    - i. on 14 days prior written notice on the grounds in clause 3;
    - ii. on 30 days prior written notice if the parents do not comply with their obligations in this document;
    - iii. on 60 days prior written notice if the School should elect to wind up in accordance with its Constitution;
  - c. assign its interest in this document to another entity operating The King David School.
14. **Notice of Change:** The parents acknowledge that the School may change these Terms and Conditions as it determines on 14 days prior written notice to the parents, and the parents agree to be bound by any such change.
15. **Definitions:** Defined terms take their meaning described above, or as set out in The King David School Terms and Conditions of Payment of Fees. The School Rules are as published by the School from time to time on its website at [www.kds.vic.edu.au](http://www.kds.vic.edu.au)

#### **TERMS & CONDITIONS FOR PAYMENT OF SCHOOL FEES**

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1. School Fees are subject to change without notice, although the School will endeavour to notify the parents and/or the person described in the Billing Information where not a parent ('Payee') in advance of any change. School Fees include Tuition Fees, Co-Curricular Fees (camps, swimming, etc.), Security Levy, and any other fees or levies determined by the School from time to time.
2. Accounts for School fees are forwarded to the Payee four times a year (or at such time as the School otherwise determines) and must be paid on the terms specified in the accounts. Pre-Kinder and Kindergarten accounts are billed fortnightly. A pro-rata charge will be made for new students entering the School for the first time after a term has commenced.
3. **Overdue Accounts:**
  - a. Monthly interest or an administration fee (at the School's discretion) will be charged on overdue accounts. The interest rate charged is the rate prescribed under the Penalty Interest Rate Act (1983) (Victoria) plus 2%. The Administration fee schedule may be viewed on the School's Parent Portal in the Document Centre under Finance and is subject to change.
  - b. The Payee is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by the School for enforcement of obligations and recovery of monies due from the Payee to the School.
  - c. The student will not be permitted to attend class for a new term whilst any School Fees for a previous term are outstanding unless prior arrangements have been approved in writing by the School. This applies on a fortnightly basis to Pre-Kinder and Kindergarten accounts.
4. **Discounts:** The following discounts are available to the Payee (Prep to Year 12 only):
  - a. Annual payment of full fees: a percentage discount as determined by the School is given for Tuition Fees paid yearly in advance where no scholarship or bursary discount has been granted.
  - b. Third Child Discount: a discount of 20% of Tuition Fees applies on accounts for the third and subsequent siblings if 3 or more siblings are current students of the School.
  - c. PJV Discount: a discount determined by the School may be given to School families who are members of PJV congregations. Details available from the Finance Office.
  - d. School provided bonus of \$4000 for Kindergarten students who have paid their Prep Holding Deposit confirming their continuation into Prep (only applies for the initial year of Prep).

Please note that discounts do not apply to Pre-Kinder or Kindergarten fees, or persons receiving fee assistance on economic grounds or in receipt of a scholarship or any other concession or discount.
5. The Payee as beneficial owner and/or registered proprietor now charges in favour of the School all of the Payee's estate and interest in any real property (including but not limited to any applicable land owned by the Payee or described as the Payee's Address in this Application for Enrolment or any further form provided by the Payee if applicable) ("Land") to secure payment of accounts rendered by the School to the Customer including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by the School and including the costs to prepare and lodge a Caveat against the Land and to remove the Caveat.
6. **Notice of Change:** The Payee acknowledges that the School may change these Terms and Conditions as it determines on 14 days prior written notice to the parents, and the Payee agrees to be bound by any such change.