



# Conditions of Enrolment and Acceptance of a place

## OFFICE USE ONLY

Student's Full Name:

Level and Year:

Family Number:

Date of Birth:

Status:

Student Number:

I/We accept the offer of a place at Newington College for **in Year:**  
**commencing** \_\_\_\_\_, **in accordance with the terms of my/our Application for Registration, the College's**  
**letter of offer, and these Conditions of Enrolment. I/We confirm the online payment of \$** \_\_\_\_\_ **to the College as my/our**  
**payment of the non-refundable Enrolment Fee. The receipt number is** \_\_\_\_\_

## I/WE ACKNOWLEDGE THAT BY ACCEPTING THE OFFER OF A PLACE AT NEWINGTON COLLEGE, I/WE ARE BOUND TO COMPLY WITH THE FOLLOWING CONDITIONS:

### Interpretation

(i) In these conditions of enrolment, unless the context requires otherwise, words have the following meaning:

"Application for Registration" means an application for a child to be entered on the waiting list for enrolment, or to be enrolled at the College as a student.

"College" means Newington College, incorporating the campuses at Stanmore, Lindfield and Wyvern and the Early Learning Centre.

"College Council" means the Council of Newington College, as established by section 1 of the Newington College Council Act 1922.

"External College Publication" means any College publication that can be viewed by members of the public, including on the College's website and social media but does not include the Newingtonian or the College's quarterly magazine News.

"Fee Schedule" means the schedule of fees payable for enrolment at the College, published annually.

"Head of Campus" means the Head of Campus at Stanmore, Lindfield or Wyvern campus, as relevant.

"parent" means one or more parents, guardians or carers, who have made an Application for Registration.

"student" means a boy, or in the case of students enrolled at the Early Learning Centre at the Wyvern campus, a girl, who is currently enrolled at the College.

(ii) A reference in these conditions of enrolment to a code of conduct, policy, procedures or guidelines is a reference to the code of conduct, policy, procedures or guidelines as amended or replaced by the College from time to time.

### Fees

**1.** I/We agree to pay to the College all fees for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the student, as determined by the College Council and as published in the Fee Schedule or notified to us from time to time.

**2.** I/We acknowledge that all fees are payable in advance and are due on the date specified on the College's invoice. If I/we fail to pay an invoice for fees and/or charges by its due date, I/we agree to pay an administration fee, as determined by the College from time to time. I/We acknowledge that the administration fee reflects the administrative costs to the College of collecting outstanding fees, and represents a genuine pre-estimate by the College of the loss it would suffer if fees were not paid by the due date.

**3.** I/We understand that if an invoice for fees and/or charges is not paid in full within 80 days of the date of the invoice, the student's enrolment may be suspended and the College may, without further notice, refuse entry to the student or terminate their enrolment.

**4.** I/We understand that our liability to pay any outstanding fees or charges owed to the College continues beyond the conclusion or termination of the student's enrolment.

**5.** I/We understand that my/our acceptance of the College's offer of a place implies that the student will complete his schooling at the College (and, where he is enrolled as a boarder, as a boarder) unless unforeseen circumstances arise. Where the student is a boarder, I/we acknowledge that any request for a change to day student status must be in writing and that approval is at the Headmaster's discretion.

**6.** I/We agree that, subject to paragraphs 7 and 8, a full term's notice must be given in writing to the Head of Campus before any student is withdrawn or before his status is changed from boarder to day student. I/We acknowledge that the notice must be given before the first day of the student's last full term. If this notice is not given, I/we agree to pay a term's fees plus GST and, if the student is a boarder, a quarter year's boarding fee. I/We acknowledge that this amount is a genuine pre-estimate by the College of the loss that it would suffer if I/we do not provide the required notice.

**7.** I/We agree that two terms' notice must be given in writing to the Head of Campus before any current Year 6 student is withdrawn after the beginning of Term 2. I/We acknowledge that the notice must be given before the first day of the student's second last full term. If this notice is not given, I/we agree to pay two terms' fees plus GST. I/We acknowledge that this amount is a genuine pre-estimate by the College of the loss that it would suffer if we do not provide the required notice.



**8.** I/We agree that 10 weeks' notice must be given in writing to the Head of Campus before any student is withdrawn from the Early Learning Centre at the Wyvern campus. If this notice is not given, I/we agree to pay 10 weeks' fees plus GST. I/We acknowledge that this amount is a genuine pre-estimate by the College of the loss that it would suffer if we do not provide the required notice.

**9.** I/We acknowledge that if we withdraw my/our child from the College, they will not have an automatic right of re-entry to the College or be given any priority over other students on a waiting list in any subsequent year(s). I/We also acknowledge that I/we may be required to make a new Application for Registration in order to re-enrol my/our child at the College in any subsequent year(s).

**10.** I/We understand that the College will make no remission of fees, either in whole or in part, if the student is absent from College due to illness, leave or suspension, unless agreed by the Headmaster in his absolute discretion.

**11.** I/We authorise the College to incur expenditure for the student on my/our behalf, such as purchases of books, stationery and equipment, and to advance such fares from time to time as the College considers necessary.

**12.** I/We agree to pay all medical and ambulance expenses incurred by the College on behalf of the student.

**13.** I/We agree to pay for damage to the College or the property of the College caused by any failure of the student to observe the policies, procedures and rules of the College. If the damage is covered by the College's insurance, I/we agree to pay the excess applying under the relevant insurance policy.

### Expectations and Behaviour

**14.** I/We agree to comply with the College's Parent Code of Conduct. I/We agree that all communication between students, parents, visitors and staff members should be conducted in a courteous and respectful manner. I/We agree to avoid confrontation with and criticism of other people in public and accept that there is no place in the College community for sarcasm, derogatory remarks, inappropriate familiarity or offensive comments.

**15.** I/We agree to support and foster the College's values and ethos. I/We agree to support the College in enforcing and implementing its policies and to avoid doing anything that undermines its authority.

**16.** I/We have read and understand the College's Student Code of Conduct, Student Diversity and Equality of Opportunity Policy, Social Media Policy and Student Use of Information and Communication Technology (ICT) Policy, and I/we agree to facilitate and encourage the student's compliance with them.

**17.** I/We acknowledge that boarders are required to abide by the rules governing the boarding house, including leave provisions, as set out in the boarding policies and guidelines.

**18.** I/We accept the College's discipline policy and procedures, as prescribed in the Student Discipline Policy and the Pastoral Care Policy. I/We agree to support the administration of the College's discipline policy and procedures. In particular, I/we accept that the Headmaster may, in accordance with the Student Discipline Policy, suspend or exclude the student for breaches of the College's policies or rules.

**19.** I/We accept that the Headmaster may in his absolute discretion and subject to the requirements of procedural fairness, suspend or exclude the student for my/our failure to comply with these conditions of enrolment.

**20.** I/We accept that the Headmaster may in his absolute discretion and subject to the requirements of procedural fairness, withdraw and cancel an offer of admission or terminate a student's enrolment if he is found to have engaged in conduct before he commences at the College that would constitute a breach of the College's policies or rules.

**21.** I/We agree that the Headmaster may, by giving me/us one term's written notice, exclude a student if the Headmaster considers that a mutually beneficial relationship of trust and cooperation between me/us and the College has broken down to the extent that it adversely impacts on that relationship.

**22.** I/We acknowledge that the Headmaster may, by giving me/us reasonable notice, ask us to remove the student from the College at the end of a semester where the student has, in the Headmaster's opinion, failed to meet the requirements of the New South Wales Education Standards Authority or has otherwise failed to make satisfactory progress in his academic work.

### Attendance

**23.** I/We accept that the College may determine which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory. All students must participate in and/or attend the following activities:

- (a) the College sports program;
- (b) co-curricular activities;
- (c) Chapel services and Assemblies;
- (d) various camps and excursions that occur from time to time as an integral part of the College curriculum;
- (e) Annual Prize Giving, Head of the River, Back to Newington Day, AAGPS Swimming and Athletics Carnivals; and
- (f) other important events as required by the Headmaster, from time to time.

**24.** I/We acknowledge that requests for leave from College activities, including academic and co-curricular programs and for early departure at the end of a day or term and/or late return from breaks, are considered only in the most extreme cases. I/We agree to make any application for leave in writing to the Head of Campus or the Deputy Head of Stanmore (Students), as relevant and to respect and observe their decision.

**25.** I/We understand that the College requires parents to be actively involved in the student's education and College life, through attendance at parent-teacher interviews and forums, participation in courses offered by the College relevant to the student's education, and voluntary assistance to the College from time to time. I/We agree to attend all compulsory parent events advised by the College and to participate in the student's education and College life.

### Health and Safety

**26.** I/We acknowledge that I/we have fully disclosed any special needs (including but not limited to any medical, physical, learning or psychological needs) of the student. I/We agree to immediately notify the College if the student's special needs change, or if any special needs arise. I/We also agree to complete the student's medical form accurately and to provide annual updates for the College Clinic.





**27.** I/We acknowledge that the College seeks to maintain an environment that is safe for all students and which promotes students' learning. I/We agree that, to this end, the Headmaster or his nominee may search the student's bag, locker or other possessions where there are reasonable grounds to do so.

**28.** If the student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and if I am/we are not readily available to authorise such treatment, I/we authorise the Headmaster or, in his absence, a responsible member of the College staff, to give the necessary authority for such treatment.

**29.** I/We understand that, for the protection of students, the College requires parents and students to observe College policies and security procedures relating to students' direct contact with parents and other people outside the College during school hours. To this end, I/we agree to only make contact with the student through the College office during school hours.

**30.** I/We acknowledge that the student's personal property is not insured by the College and that the College does not accept any responsibility for loss, damage or theft.

**31.** I/We understand that the College expects the student to reside with one or more parents, and I/we agree to advise the College if this is not the case or ceases to be the case. If the student does not reside or ceases to reside with me/us for any reason, I/we agree to:

- (a) notify the College of the student's living arrangements or any change in his living arrangements; and
- (b) if requested by the College, to nominate a suitable guardian for the student.

#### Privacy

**32.** I/We acknowledge that the College may from time to time collect personal information about parents and students, as necessary for the College to conduct its functions and activities. I/We authorise the College to use and disclose personal information in accordance with its Privacy Policy and Information Collection Notice.

**33.** I/We give permission for photographs and videos of the student to be held in the College's records, displayed from time to time around the College, and published in School publications, on its website and in other marketing and promotional material, including social media. I/We understand that we may withdraw this permission by giving notice in writing to the Head of Campus or the Deputy Head of Stanmore (Students), as relevant. I/We acknowledge that the College will seek my/our consent before naming the student in photographs or videos in any External College Publication.

**34.** Where relevant, I/we agree to provide to the College all current Family Court or other court orders relating to me/us and the student, and to comply with the College's Family Access Arrangements Policy.

#### General

**35.** I/We agree to keep ourselves apprised of College codes of conduct, policies, procedures and guidelines, as relevant to our child's enrolment at the College. I/We acknowledge that the College will take reasonable steps to notify us of any amendments or replacements made by the College from time to time.

**36.** I/We agree that the College may change these conditions of enrolment, provided that it gives me/us at least one term's notice of any change.

**37.** I/we agree that my/our obligations under these conditions of enrolment (as amended by the College from time to time in accordance with clause 35 above) continue until:

- (a) the student's enrolment at the College is concluded or terminated; and
- (b) I/we have made full and final payment of all fees and other charges due and payable to the College.

**38.** I/We agree to give the College notice of any change in my/our contact details.

**39.** Where more than one person is signing this form, each of us agrees that our obligations to the College, as set out above, are joint and several, meaning that we are jointly and individually responsible for compliance with these conditions of enrolment.

#### Overseas Students

**40.** If applicable, I/we have read the College's Overseas Students Policy and Underage Overseas Students Policy.

**41.** Where the student is a Full Fee Paying Overseas Student, I/we agree to pay:

- (a) a Bond equivalent to two terms' tuition and two terms' boarding fees before the start of each year;
- (b) a government surcharge which applies to all overseas students each term;
- (c) the cost of private health cover for up to four years in advance in compliance with government Visa requirements.

**42.** I/We understand that these conditions of enrolment and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws.

**43.** Where I/we do not reside in Australia, I/we agree to appoint a suitable adult resident in Sydney to act as a guardian for the student. I/We understand that the guardian must:

- (a) be approved by the Headmaster
- (b) be at least 25 years old;
- (c) speak English;
- (d) be contactable by the College;
- (e) be able to give support to the College in meeting the needs of the student;
- (f) attend enrolment interviews, parent-teacher interviews and other contacts at the College's request;
- (g) exercise a duty of care to the student when he is on leave with them;
- (h) liaise with both parents and, if the student is a boarder, the Head of Boarding, to ensure the student's welfare; and
- (i) sign the Expectations of a Guardian form before the student enters the College.





## SIGNATURES

Both parents to sign this form where applicable\*

.....  
Parent/Guardian Signature

.....  
Parent/Guardian Name

.....  
Parent/Guardian Signature

.....  
Parent/Guardian Name

\*If the offer of a place is made to more than one parent, each of those parents must sign this document.

## THIS SECTION TO BE COMPLETED AND SIGNED WHERE A PERSON OTHER THAN THE STUDENT'S PARENT/GUARDIAN IS RESPONSIBLE FOR THE PAYMENT OF FEES

In consideration of the College enrolling the student, I/we agree to pay all fees and charges arising under these conditions of enrolment. I/we agree that my/our obligations to the College are joint and several, meaning that I/we are jointly and individually responsible for payment in accordance with these conditions of enrolment.

.....  
Name

.....  
Signature

.....  
Name

.....  
Signature

## THIS SECTION TO BE COMPLETED AND SIGNED BY THE HEAD OF CAMPUS

On behalf of Newington College, I accept the above named student for entry as stated above.

.....  
Signature

### OFFICE USE ONLY

Date:

Amount: \$

Receipt No:

Initials:

7-12  
STANMORE

200 Stanmore Road, Stanmore NSW 2048  
Tel: 02 9568 9333 Fax: 02 9568 9521  
Email: contact@newington.nsw.edu.au



newington.nsw.edu.au

Discover  
what's possible

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STANMORE

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K-6  
LINDFIELD

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ELC

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