Henderson College





Henderson College Enrolment Application

This enrolment application is for primary and secondary applications.

Part A Details of student

Student's surname	Given names		
Student's preferred name			
Student's address			
	Postcode		
Date of birth / /	Country of birth		
Gender Male Female	Aboriginal / Torres Strait Islander	Yes	s No
Visa number (please attach a copy if applicable)	Nationality		
Academic information			
Current school (if applicable)			
Address			
	Phone Number		
School Year Level Currently	Year wanting child to commence at Henderson		
Family			
Family Language spoken at home			
Religious denomination			
Are there custody or court orders in place?	Yes No If yes, please provide a copy.		
Number of children in family	Student's place in family		
Name and D.O.B of siblings			



Part B Details of parents/guardian

Does your child wear glasses? (circle)

All the Time

Reading only

Digital Device only

Mother							
Mother's surname			Given name	es			
Mother's address						Pos	tcode
Home phone			Work phon	е			
Mobile phone			Email				
Father							
Father's surname			Given name	es			
Father's address						Pos	tcode
Home phone			Work phon	е			
Mobile phone			Email				
Step Parent/Guardi	an						
Surname			Given name	es			
Address			Postcode				
Home phone			Work phon	е			
Mobile phone							
			Email				
Are there any Court If yes a copy of your (residence, contact a	most recent Co and specific iss	ourt Order m ues orders), I	affect this stud oust be provided ntervention Ord	d to th	ne school. T		-
Are there any Court If yes a copy of your (residence, contact a Please provide a brie	most recent Co and specific iss of description o	ourt Order m ues orders), li of these orde	affect this stud oust be provided ntervention Ord	d to th	ne school. T	his includes Far	-
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Are there any Court If yes a copy of your I (residence, contact a Please provide a brief Part C Medical Family doctor Medicare no. Private health fund Is your child diagnost Asthma (circle) Diabetes (circle)	information sed with any of Yes No Yes No OCD ODD A	ourt Order mues orders), li of these orde	affect this studings be provided in the provided intervention Orders: Phone num Ambulance Health Fund g medical condition (circle) sy (circle) es (circle)	hber conditions Yes Yes Vesselease	ne school. Testraining of family door	his includes Fan Orders, Child Pro	e) Yes No



Part D Education information

Describe any special learning difficulties for which your child may require assistance		
Has your child been assessed by any health/education/learning specialists? (circle)	Yes	No
If yes, please provide copies of relevant reports.		
Does your child currently receive government funding? (circle)	Yes	No

Part E Financial matters

Do you have a current Health Care Card? (circle)	Yes (please attached a copy if applicable)		No
I/We plan to pay fees	Upfront	Weekly	
	Fortnightly	Monthly	

Person responsible for fee account

The college requires the details of parents / guardians who will take full responsibility for the student and (if applicable) guarantee payment.

Relationship to student	
Driver's licence no.	
Date	
Relationship to student	
Driver's licence no.	
Date	
	Driver's licence no. Date Relationship to student Driver's licence no.

Acknowledgment

I/We agree the person responsible for payment on behalf of this enrolment as signed above. I/We guarantee the due and punctual payment of all monies payable under this agreement. This guarantee and indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole monies owning to Henderson College by the parent/guardian and all obligations herein have been fully paid, satisfied, and performed.

I/We understand that the non-payment of school fees may result in the cancellation of my/our child's enrolment at Henderson College.

Please note, to relocate a student to another school, one term's notice of intent is required in writing or a term's fees will be charged.



Part F Emergency contact (other than parent)

Student's Signature

Address Home phone Mobile phone Email	
Address Home phone Email Emergency Contact 2	
Home phone Mobile phone Email	
Email	
Emergency Contact 2	
Surname Given names	
Relationship to child	
Address	
Home phone Mobile phone	
Email	
Part H Declaration	
	conduct and moral behaviour
I / We will support the Christian ethos and uphold the standards of of Henderson College.	
Part H Declaration I / We will support the Christian ethos and uphold the standards of of Henderson College. I/We certify that all the information provided on this Enrolment Form I/We authorise the use of my/our personal information as detailed if and understand all the TERMS AND CONDITIONS (overleaf or attack Church - SDA Schools (VIC) T/A Henderson College which form part in conjunction with the Enrolment Form and agree to be bound by	m is true and correct. n the Privacy Act herein. I have reac hed) of the Seventh-day Adventist of, and are intended to be read
I / We will support the Christian ethos and uphold the standards of of Henderson College. I/We certify that all the information provided on this Enrolment For I/We authorise the use of my/our personal information as detailed i and understand all the TERMS AND CONDITIONS (overleaf or attac Church - SDA Schools (VIC) T/A Henderson College which form part	m is true and correct. n the Privacy Act herein. I have read hed) of the Seventh-day Adventist of, and are intended to be read

Date



The following documents must accompany this Application.

Documentation to include with enrolment application

1. Enclose a copy of the student's latest academic report.

2. Enclose a non-refundable application fee of \$50.00.

3. Enclose a copy of the Birth Certificate.

4. Enclose a copy of the Immunisation certificate or Record.

5. Visa (if applicable)

Before we can legally accept any child into a Prep or Year 1 Class, we must hold a copy of the above documents.

Henderson College - Terms and Conditions

1. Definition

- HC shall mean Seventh-day Adventist Church (Victorian Conference) Limited T/A Henderson College, its successors and assigns or any person acting on behalf of and with the authority of Seventh-day Adventist Church - (Victorian Conference) Limited T/A Henderson College.
- Student shall mean the Student enrolled with HC and the recipient of the services.
- Parent shall mean the legal guardian (or guardians) of the Student.
- Guarantor means that person (or persons), or entity, which agrees to be liable for the debts of the Parent on a principal debtor basis.
- 5. Services shall mean all services provided by HC to the Student and includes any advice or recommendations.
- 6. Equipment shall mean equipment (including, but not limited to, textbooks and musical instruments, and any accessories) supplied on hire by HC to the Student.
- Fees shall mean the Fees payable for the services as agreed between HC and the Parent in accordance with clause 4 of this contract

2. The Commonwealth Trade Practices Act 1974

 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable. ("TPA") and Fair Trading Acts ("FTA")

3. Acceptance

- Any instructions received by HC from the Parent for the provision of services and/or the Parent's acceptance of services provided by HC shall constitute acceptance of the terms and conditions contained herein.
- Where more than one Parent has entered into this agreement, the Parents shall be jointly and severally liable for all payment of the Fees.
- Upon acceptance of these terms and conditions by the Parent the terms and conditions are binding and can only be amended with the written consent of HC...
- None of HC's teachers, agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Principal of HC in writing, nor is HC bound by any such unauthorised statements.
- The Parent shall notify HC immediately should there be any change in circumstances from the details as outlined in the enrolment form include (but not limited to) living arrangement of the Student and/or Parents.
- 6. There will be a period of probation of three months, which may be extended, as necessary. This is a time where parents and carers can assess whether Henderson is the appropriate place for their child and for Henderson to also assess how well the child is settling into the new situation.

4. Fees and Payment

- 1. At HC's sole discretion the Fees shall be either:
- As indicated on invoices provided by HC to the Parent in respect of services provided; or
- HC's Fees at the current date according to HC's 'Schedule of Fees'.
- 2. A non-refundable application fee of fifty dollars (\$50.00) shall be required.
- Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due seven (7) days following the date of the invoice.
- Payment will be made by cash, or by cheque, or by bank cheque, or Centrelink, or by credit card (plus a surcharge), or by direct credit, or by Bay, or by any other method as agreed to between the Parent and HC.
- GST and other taxes and duties that may be applicable shall be added to the Fees except when they are expressly included in the Fees.
- Receipt by HC of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then

HC's ownership or rights in respect of this Agreement shall continue.

5. Provision of Services

- The failure of HC to provide the services shall not entitle either party to treat this contract as repudiated.
- HC shall not be liable for any loss or damage whatsoever due to failure by HC to provide the services (or any part of them) promptly or at all, where due to circumstances beyond the control of HC.
- The Parent acknowledges that no representation or promise of any particular academic outcome is promised or guaranteed pursuant to the services or enrolment agreement.
- 4. The Parent acknowledges that any personal property (including, but not limited to, laptop, mobile phone, electronic devices, musical equipment and sports equipment) brought on the premises by the Student is done at their sole risk, and HC accept no responsibility for any loss, theft or damage to the personal property.

6. Absences and Illness

- It is the responsibility of the Parent to advise if a Student is to be absent as soon as possible, and inform HC of the estimated length of absence.
- The Student will not be able to attend HC for any period of time which:
- The Student is suffering from a disease or condition which is contagious through normal social contact; or
- A medical practitioner has recommended the Student not attend; or
- The Principal of HC requests that the sick Student be kept away from HC because the Student requires care which HC staff resources do not permit.
- Absences (including overseas holidays) do not entitle any Parent to a refund of the Fees applicable to the period in which the Student is absent, irrespective of the notice given to HC
- The extended absence of a Student during term time needs to be approved by HC and, irrespective of approval, HC may require the Student to attend at other times including during school holidays in order to make-up academic work missed.

7. Emergency Contacts

The Parent must provide HC with the names and addresses
of two responsible persons over the age of eighteen (18)
who can collect the Student in case of an emergency or
illness. When contacted by HC staff, the Parent (or a
responsible person authorised by the Parent) must go
immediately to HC to collect the sick or injured Student.

8. Medication

- The Parent agrees to HC's staff administering one (1) dosage of paracetamol in the event the Student has a temperature of over thirty-eight and a half degrees (38.5C).
- Where the student requires the administration of medication, the Parent will:
- Complete the appropriate form at HC; and
- Provide the correct medication in its original container; and
- Provide written instructions from a medical practitioner for the administration of non-prescription medication; and
- Provide HC's staff with the name and contact phone number of the Student's doctor.
- 6. HC staff are authorised to administer medication only in accordance with the Parents written authority. In doing so, HC staff are to be regarded as acting as the Parent's agent. HC Staff are not liable for any allergic reaction or injury caused to the Student by the administration of the medication in accordance with the Parents written authority. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by the Parent.
- The Parent will notify the College of any changes or developments in the student's medical history.

9. Accident or Emergency

 Whilst every reasonable effort shall be made by HC to contact the Parent in the event of an accident or



emergency, the Parent hereby gives authority to the Principal or their delegate to, on behalf of the Parent, authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by HC's doctor, any attending doctor, ambulance office, police or State Government Officer.

2. The Parent will be responsible for any costs incurred as a result of transportation or treatment.

10. Notification of Abuse

 Under the Children, Youth and Families Act 2005, reporting physical or sexual abuse, or suspected physical or sexual abused, is mandatory for all staff members; and as such are obliged to report any suspected incidents to the licensing hody

11. Court Action

- In the event of family court orders being in place in respect of any Student, the Parent or Parents must provide HC with those court orders.
- HC staff are not obliged to comply with requests of Parents in relation to court matters including family court matters unless legally compelled.

12. Intellectual Property

 Where HC has designed, drawn, written, or created education 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 HC, and shall only be used by the Parent at HC's discretion.

13. Photo and Video Policy

 Unless expressly requested otherwise in writing, the Parent permits HC to photograph or video record the Student for promotional or marketing purposes and for the purpose of school observations and local, state and national newspaper stores.

14. Textbook and musical Instrument Hire

- The Equipment shall at all times remain the property of HC and is returnable on demand by HC. In the event that the Equipment is not returned to HC in the condition in which it was delivered, HC retains the right to charge the price of repair or replacement of the Equipment.
- 2. The Parent shall (on behalf of the Student):
- Keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to loan over the Equipment; and
- Not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment; and
- Keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by HC.
- The Parent accepts full responsibility for the safekeeping of the Equipment and agrees to insure, or self-insure, HC's interest in the equipment. The Parent agrees to indemnify HC against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks. Further the Parent will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

15. Withdrawal or Termination of Enrolment

- Notification of withdrawal of enrolment from HC must be made in writing with at least one full term's advance notice. Full Fees must be paid in lieu of notice and no refund of Fees paid will be given unless a full term's notice is provided.
- HC may cancel these terms and conditions or terminate the Student's enrolment at any time by giving written notice to the Parent. HC shall not be liable for any loss including, but not limited to, loss of income arising from such termination.

16. Default and Consequences of Default

- Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half per cent (2.5%) per calendar month (and at HC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- In the event that the Parent's payment is dishonoured for any reason, the Parent shall be liable for any dishonour fees incurred by HC.
- If the Parent defaults in payment of any invoice when due, the Parent shall indemnify HC from and against all costs and disbursements incurred by HC in pursuing the debt including legal costs on a solicitor and own client basis and HC's collection agency costs.
- 4. Without prejudice to any other remedies HC may have, if at any time the Parent is in breach of any obligation (including those relating to payment) HC may suspend or terminate the enrolment of Student at HC and any of its other obligations under the terms and conditions. HC will not be liable to the Parent for any loss or damage the Parent suffers because HC has exercised its rights under this clause.
- If any account remains overdue after thirty (30) days then
 the amount of the greater of twenty (\$20.00) or ten per
 cent (10%) of the amount overdue up to a maximum of two
 hundred dollars (\$200.00) shall be levied for administration
 fees which sum shall be come immediately due and
 payable.
- Without prejudice to HC's other remedies at law HC shall be entitled to cancel all or any part of any order of the Parent which remains unfulfilled and all amounts owning to HC shall, whether or not due for payment, become

- immediately payable in the event that:
- Any money payable to HC becomes overdue, or in HC's opinion the Parent will be unable to meet its payments as they fall due; or
- The Parent becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors: or
- A receiver, manager, Official Receiver or a Registered Trustee, liquidator or similar person is appointed in respect of the Parent or any asset of the Parent.

17. General

- If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
- HC shall be under no liability whatsoever to the Parent for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Parent arising out of a breach by HC of these terms and conditions.
- In the event of any breach of this contract by HC the remedies of the Parent shall be limited to damages, which under no circumstances shall exceed the Fees of the services.
- The Parent shall not be entitled to set off against, or deduct from the Fees, any sums owed or claimed to be owed to the Parent by HC nor to withhold payment of any invoice because part of that invoice is in dispute.
- HC may license or sub-contract all or any part of its rights and obligations without the Parent's consent.
- The Parent agrees that HC may review these terms and conditions at any time. If following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which HC notifies the Parent of such change.
- Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- The failure by HC to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect HC's right to subsequently enforce that provision.
- HC is entitled to discipline students in accordance with its policies. By signing this enrolment agreement you agree to abide by HC's policies and encourage your child or children to also abide by those policies.
- By signing this enrolment agreement, you agree to abide by the Parent Code of Conduct and acknowledge the implications of breaches of the Parent Code of Conduct including expulsion of the Student.
- Including expulsion of the Student.

 Students are required to attend HC during normal College hours and at any extracurricular activity out of College hours including on weekends and including but not limited to music, drama, sport and church services. HC has the discretion to discipline students via suspension, expulsion and the attendance at HC out of school hours including school holidays. HC considers some misbehaviour to be so serious that it justifies the immediate expulsion to including but not limited to drinking of alcohol, the taking of drugs, violence at the College or in relation to College events or other students, and breaches of HC's Statement of Faith.
- 13. You agree that you have received a copy of the handbook and abide by all requirements of the handbook by signing this enrolment agreement.

Guarantee

If I execute this agreement as the person responsible for payment on behalf of the parent/guardian, I guarantee the due and punctual payment of all monies payable under this agreement. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owning to Henderson College by the parent/guardian and all obligations herein have been fully paid, satisfied, and performed.

 $\ensuremath{\mathsf{I/We}}$ certify that all the information provided on this Enrolment Form is true and correct.

I have read and understand the TERMS AND CONDITIONS of Seventh-day Adventist Church - SDA Schools (Victoria) T/A Henderson College which form part of, and are intended to be read in conjunction with this Enrolment Form and agree to be bound by these conditions.

I/We agree to the above terms and conditions of this application:

Henderson College



OFFICE USE ONLY	Student Name:	Year Level
ENROLMENT FEE	COURT ORDERS ACC	CEPTANCE NON-ACCEPTANCE
INTERVIEW	BIRTH CERTIFICATES ENT	RANCE TESTING WAITING LIST
REPORTS	IMMUNISATION CERTIFICATE	