



Enrolment Agreement

1 Acceptance of Enrolment

In consideration of the College accepting the enrolment of the Student, Parents or Guardians ("Parents") and the Student agree to be bound by the terms set out in this Enrolment Agreement.

2 Responsibilities of the Student

2.1 The Student agrees:

- 2.1.1 To comply with the College's rules, regulations, policies, directions and procedures which may be amended from time to time at the College's absolute discretion either orally or in writing.
- 2.1.2 To comply with the code of expectations and behaviour for students which may be amended from time to time at the College's absolute discretion either orally or in writing.
- 2.1.3 To comply with requests or directions from the teaching and non-teaching staff.
- 2.1.4 To act at all times with respect towards teaching and non-teaching staff and other students.
- 2.1.5 To respect the property, equipment, and environment throughout the duration of course.
- 2.1.6 To be punctual and prepared for classes.
- 2.1.7 To demonstrate a good work ethic and meet all deadlines throughout the course or have the course enrolment reviewed with the College.
- 2.1.8 To hand in all test reports to his/her parents/guardians
- 2.1.9 To refrain from the following forms of behaviour while in the care of the College or at the College:
 - a) Disruption of lessons through inappropriate behaviour;
 - b) Unauthorised absence from class or the College;
 - c) Possession or use of alcohol, tobacco or illicit drugs;
 - d) Vandalism or theft;
 - e) Intimidation or harassment of other people, physically, verbally or electronically;
 - f) Use of offensive language or behaviour; or
 - g) possession of dangerous items.

3 Responsibilities of the Parents

3.1 The Parents agree:

- 3.1.1 To comply with the College's rules, regulations, policies, directions and procedures which may be amended from time to time at the College's absolute discretion either orally or in writing.
 - 3.1.2 To ensure that the Student will comply with the code of expectations and behaviour for students which may be amended from time to time at the College's absolute discretion either orally or in writing.
 - 3.1.3 To support the College in the education of the Student by promoting adherence to rules and policies of the College.
 - 3.1.4 To ensure the Student participates in the course of the College to the required levels, as designated by the College, teachers and staff from time to time.
 - 3.1.5 To pay all fees, charges, and expenses in advance of the commencement of the course or by the due date notified by the College from time to time.
 - 3.1.6 That the College may allocate the Student's class as it deems fit.
- 3.2 The Parents acknowledge that the College may alter its classes, lessons, activities, academic programs, courses, locations, times, rooms, dates, teachers, instructors and/or staffs, at any time without prior notification to the Parents or the Student.
- 3.3 Upon payment for enrolment, parents acknowledge and agree that they shall not be able to transfer their child to another branch until the completion of the term. In the event that an unforeseeable

circumstance arises which necessitates a branch transfer, the Parents must submit supporting documents for approval. Such documents must demonstrate that the transfer is necessary for the well-being of the child and must be submitted within a reasonable timeframe. The College reserves the right to deny any such transfer requests at its discretion.

- 3.4 The Parents acknowledge that In the event of COVID related emergency, the College may change its face-to-face learning course to an online format during the emergency situation.
- 3.5 The Parents acknowledge that in the event of emergency college closure due to unforeseen circumstances, the College may change the class location to be held at another branch of the College.
- 3.6 The Parents acknowledge that the College site(s) do not have any car parking spaces designated for parents or students.
- 3.7 The Parents accept responsibility for ensuring that their child is transported to and from the College in a timely manner.
- 3.8 The Parents agree to abide by all directions and instructions given by traffic controllers and/or staffs at the College.
- 3.9 The Parents acknowledge that they are not allowed to take notes from the test paper, photocopy or remove it from the class and they cannot request to view any test questions. The College does not return answer sheets to students and parents/caregivers, nor does it release copies of the test papers.

4 Changes to Student's Details

- 4.1 The Parents agree to immediately inform the College of any changes to student's details such as student's school and contact details.

5 Student Information and Medical Emergency

- 5.1 The Parents agree to provide the College with all information of a medical, psychological or social nature which may be relevant to the Student's education, medical condition, and well-being.
- 5.2 If the College determines that the Student needs medical attention and for any reason the Parents cannot be contacted, the Parents authorise the College to seek medical attention at the Parents' costs.

6 Absences

- 6.1 The Parents agree to immediately inform the College of student absences and reason for absences.
- 6.2 The Parents agree to notify the College in writing of any extended absences for whatever reason.
- 6.3 That fees and charges are payable during any period in which the Student is absent from the College.

7 Discipline & Anti-bullying policy

- 7.1 The Parents agree that the College may initiate whatever reasonable disciplinary measures the College deems necessary in relation to the conduct of the Student or to suspend the Student as a result of any act, omission, behaviour or breach of the rules and policies of the College, judged to be sufficiently serious or to terminate this Enrolment Agreement. This will apply to behaviour on premises of the College, at College events and anywhere else where the Student's behaviour reflects adversely on the College.
- 7.2 The Parents agree that the College may search and inspect bags and property of the Student for the purpose of confiscating any prohibited or dangerous items from the Student.
- 7.3 At Pre-Uni New College, bullying of any kind, by any person, is unacceptable. All students should be free from worries about being bullied. Preventing students from engaging in these disruptive behaviors is an important goal and we are committed to creating an emotionally, socially and physically safe learning environment.



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7.4 Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student that can be reasonably predicted to have the effect of one or more of the following:

- 7.4.1 placing the student in reasonable fear of harm to the student's person or property,
- 7.4.2 causing a substantially detrimental effect on the student's physical or mental health,
- 7.4.3 substantially interfering with the student's academic performance.

7.5 When any type of bullying occurs, bullies will be asked to change their regular class to a different day or may be suspended the enrolment.

8 Enrolment Withdrawal and Termination

8.1 The College reserves the right to terminate a student's enrolment at its discretion at any time, for reasons including but are not limited to unsatisfactory academic progress, non-compliance with behavioral codes of conduct by students or their parents/carers, engaging in violent or aggressive behaviour, bullying, causing significant disruptions to other students, persistent non-attendance, or failure of students/parents to meet their obligations under Clause 2 and Clause 3.

9 Release

9.1 The Parents hereby release the College from all claims, liabilities, and losses in respect of any damage, loss or injury suffered by the Student except as a result of any negligence or willful act of the College and/or its staffs.

10 Personal Information

10.1 The Parents acknowledge that the Student may be photographed and/or filmed at the College or while taking part in classes, activities courses or programs.

10.2 Unless otherwise requested by the Parents, the College may publish, disseminate, transfer or use photographic and video recordings of the Student in the College's publications, website, and any promotional materials authorised by the College.

10.3 The Parents agree that the College owns the copyright to photographic and video recordings of the Student, publications, website and any promotional materials.

11 No Warranty

11.1 The College does not warrant that:

- 11.1.1 it will achieve any particular outcome in respect of the Student.
- 11.1.2 it can control behaviour or activities of the Student, other students or Parents.
- 11.1.3 it's materials do not contain any typographical or grammatical errors.
- 11.1.4 it will only provide its own materials and that the College may use materials from other published books by obtaining copyright owners' licenses.

12 Indemnity

12.1 The Parents hereby indemnify the College and its staffs including but not limited to its teaching and non-teaching staff, employees, contractors and agents from all claims, costs or damages arising out of any loss, damages, or injury to any person or property caused or contributed by the Student.

13 General

13.1 This Agreement constitutes the sole and entire agreement between the Parents and the College in relation to the enrolment of the

Student and any warranty, representation, guarantee or other term or condition of any nature not contained in this Agreement is of no force or effect.

13.2 This Agreement is governed by the laws in force in the state of New South Wales.

Privacy Information Collection Notice

This Privacy Information Collection Notice (Notice) to ensure you aware of the College's collection and management practices in relation to personal information.

Collection, Use and Disclosure of Personal Information

The College collects personal information, including sensitive information, about students and parents before and during the course of the student's enrolment at the College. The sole purpose of collecting this information is to enable the College to meet its educational and administrative requirements and to enable the student to take part in all activities of the College. If the College does not obtain the information it requests from you, it may not be able to enrol or continue the enrolment of the Student.

From time to time the College collects personal information from, and discloses personal information to, others for administrative, medical and educational purposes, or as required or authorised by law.

The College and their service providers may have the ability to access, monitor, use or disclose emails, communications, documents and associated administrative data for the purposes of administering the system and ensuring its proper use. If you provide the College with the personal information of others, such as doctors or emergency contacts, you are encouraged to inform them that you are disclosing that information to the College, that they can access that information if they wish, and that the College does not usually disclose this information to third parties unless required to do so. The College may also store personal information in the 'cloud' which may mean that it resides on servers which are situated outside Australia. These overseas recipients may be located in many different countries.

Health Information

The College may collect health information of the Student including information regarding medical history and tests, disabilities, allergies and immunisation records. Parents may be also asked to provide any health information they consider important to the College in exercising its duty of care, even if the College does not specifically ask for that information. The College treats health information as highly confidential and access to this information is limited to staff and medical professionals on a need to know basis.

Accessing Your Information

The Privacy Policy outlines how you may seek access to personal information held about the Student and the Parents, and request correction to that information if required. Please note that there may be occasions when access is denied. Such occasions would include where access may result in a breach of the College's duty of care to the student, or where students have provided information in confidence.

Particular Uses of Information

On occasions, information about student achievements and activities, photographs, images and video may be published in newsletters and magazines, education publications including marketing and promotional material, on the College's website and intranet site, and on the social media accounts. The College conducts monitoring and surveillance activities. This includes monitoring emails and internet usage and the use of CCTV security cameras on premises of the College.

Complaints, Commitment and Further Information



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The Privacy Policy sets out how you may complain about a privacy-related matter and how the College will deal with such a complaint. The College and its staff respect the confidentiality of your personal information and the privacy of individuals.

Privacy Policy

This Privacy Policy outlines the College's policy concerning its management, collection, use disclosure and transfer of personal information. The College is required to comply with the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth) (Privacy Act)* and applicable State and Territory health privacy legislation.

The College may, from time to time, review and update this Privacy Policy to take account of new laws, technology and changes to the College's operations and practices.

What kinds of personal information does the College collect?

The kinds of personal information the College collects is largely dependent upon whose information is being collected and why it is being collected, however in general terms the College may collect: Personal Information including names, addresses, other contact details, dates of birth, next of kin details, photographs, images, school reports and attendance records. Sensitive Information including nationality, country of birth, racial or ethnic origin, languages spoken at home, family court orders and criminal records. Health Information including medical records, disabilities, allergies, immunisation details, individual health care plans, counselling reports and notes, nutrition and dietary requirements.

How Does the College Collect Personal Information?

The College generally collects personal information by way of forms filled in by you, email, letters, notes, over the telephone, in face to face meetings, through financial transactions, and through surveillance activities such as the use of CCTV security cameras or email monitoring. The College may also collect personal information from other people (for example, a personal reference or report from a medical professional) or independent sources (for example, a telephone directory), however The College will only do so where it is not reasonable and practical to collect the information directly from you. In the case of a student or parents, if the information requested is not provided, the College may not be able to enrol or continue the enrolment of the student or permit the student to participate in a particular activity. Sometimes the College may be provided with personal information without having sought it. Where the College collects such unsolicited information, that information will only be held, used and disclosed if the College could otherwise do so had it been collected by normal means. If that unsolicited information could not have been collected by normal means then the College will destroy, permanently delete or de-identify the information as appropriate.

How will the College use the personal information you provide?

The College will use personal information it collects from you for the primary purpose of collection, and for such other secondary purposes that are related to the primary purpose of collection and reasonably expected by you, or to which you have consented (if applicable). Students and Parents: In relation to their personal information, the College's sole purpose of collection is to enable the College to provide tutoring for the student. This includes satisfying the needs of Parents, the needs of the student and the needs of the College throughout the whole period the student is enrolled at the College. In particular, the purposes for which the College uses personal information of students and Parents include:

- to keep Parents informed about matters related to their child's study, through correspondence, newsletters and magazines;
- day-to-day administration of the College;
- looking after students' educational, social and medical wellbeing;

- seeking marketing for the College; and
- to satisfy the College's legal obligations and allow the College to discharge its duty of care.

Marketing: The College treats marketing for the future growth and development of the College as an important part of ensuring that the College continues to provide a quality learning environment in which both students and staff thrive. Personal information held by the College may be disclosed to organisations that assist in the College's fundraising, for example, the College's Foundation or alumni organisation.

Parents may from time to time receive College publications, like newsletters and magazines, which include personal information, may be used for marketing purposes.

Who might the College disclose personal information to and store your information with?

The College may disclose your personal information, including sensitive information, held to:

- government departments;
- medical practitioners;
- people providing services to the College, including specialist visiting teachers;
- recipients of College publications, such as newsletters and magazines;
- Parents;
- anyone you authorise the College to disclose information to; and
- anyone to whom we are required to disclose the information to by law.

Sending and storing information overseas: The College may disclose personal information about an individual to overseas recipients. However, the College will not send personal information about an individual outside Australia without:

- obtaining the consent of the individual (in some cases this consent will be implied); or
- otherwise complying with the Australian Privacy Principles or other applicable privacy legislation.

The College may also store personal information in the 'cloud' which may mean that it resides on servers which are situated outside Australia.

How does the College treat sensitive information?

In referring to 'sensitive information', the College means: information relating to a person's racial or ethnic origin, that is also personal information; health information and biometric information about an individual.

Sensitive information will be used and disclosed only for the purpose for which it was provided, unless you agree otherwise, or the use or disclosure of the sensitive information is required by law.

Management and security of personal information

The College has in place steps to protect the personal information the College holds from misuse, interference and loss, unauthorised access, modification or disclosure by use of various methods including locked storage of paper records and password access rights to computerised records.

Access and correction of personal information

Under the Privacy Act, an individual has the right to obtain access to any personal information which the College holds about them and to advise the College of any perceived inaccuracy. Students will generally be able to access and update their personal information through their Parents, but they may seek access and correction themselves. There are some exceptions to these rights set out in the applicable legislation. To make a request to access or update any personal information the College holds about you or your child, please contact the College in writing. The College may require you to verify your identity and specify what information you require. The College may charge a fee to cover the cost of verifying your application and locating,



retrieving, reviewing and copying any material requested. If the information sought is extensive, the College will advise the likely cost in advance. If we cannot provide you with access to that information, we will provide you with written notice explaining the reasons for refusal.

Consent and rights of access to the personal information of students

The College respects every Parent's right to make decisions concerning their child's education. Generally, the College will refer any requests for consent and notices in relation to the personal information of a student to the student's Parents. The College will treat consent given by Parents as consent given on behalf of the student, and notice to Parents will act as notice given to the student. As mentioned above, parents may seek access to personal information held by the College about them or their child by contacting the College. However, there will be occasions when access is denied. Such occasions would include where release of the information would have an unreasonable impact on the privacy of others, or where the release may result in a breach of the College's duty of care to the student. The College may, at its discretion, on the request of a student grant that student access to information held by the College about them or allow a student to give or withhold consent to the use of their personal information, independently of their Parents. This would normally be done only when the maturity of the student and/or the student's personal circumstances so warranted.

Specific rights for EU residents only

If you are in the European Union, then you may have additional rights. Some of these rights will only apply in very limited circumstances.

- You can withdraw your consent, where we rely on it for processing your personal information, at any time.
- You can ask us to confirm if we are using your personal information.
- You can ask us to delete your personal information. This right only applies in limited circumstances and will not usually apply where it remains necessary for us to process your information for the purposes for which it was collected, we are required by law to retain your information, or your information is relevant to a legal dispute.
- You can ask us to stop or restrict how we process your personal information. These rights will apply in limited circumstances and will not usually apply when we need to process your information to carry out our day-to-day business functions or where we have compelling legitimate grounds for processing your information.
- You can ask us to help you move your personal information to other companies, where this is technically possible and only if we have collected and used your data via automatic means. Other conditions apply.
- You have the right to be informed and know about any protections that we have put in place when we are transferring your data overseas.

Enquiries and complaints

If you would like further information about the way the College manages the personal information, it holds or wish to complain that you believe that the College has breached the Australian Privacy Principles please telephone (02) 9746 7000. The College will investigate any complaint and will notify you of the making of a decision in relation to your complaint as soon as is practicable after it has been made.

Fee Payment Policy

1 Fees

All tuition fees are determined and approved by the College and are subject to change at any time. Such changes may be published with appropriate notice to the Parents and may be made available on the relevant student documents.

2 Accounts

Fee statements may be issued prior to the commencement of each term. Other charges will be listed separately on the fee statement for the preceding term in which they are incurred.

3 Payment of Fees

All tuition fees are due and payable by due date. The Parents are required to pay the tuition fees by the due date as prescribed by the College. Payment arrangements, including instalment payments, are not acceptable.

4 Late Enrolment

If enrolment is after the commencement of the course, students must finalise payment of fees upon enrolment. Students must enrol for at least half of the term and maintain continuous attendance to meet the minimum enrolment requirement.

5 Late Payment of Fees

Any payments not made by the due date will incur a late payment charge, administrative and service fee or interest. If fees remain unpaid by the due date, the College will take appropriate actions against students. The students will not be allowed to attend and/or enrol in any courses or test provided by any branches of the College until all outstanding debts are settled. Any materials, results and reports will not be released to students until full payment, including any late payment charges, administrative and service fee, interest, and expense incurred by the College, have been received. If any fees, charges, interest and/or expense remain unpaid by the due date, such debt may be passed to the debt collection agencies without notice and an administration charge of 35% of the debt amount may accrue on the account.

6 Discount Offer

Full-Term payments must be made by the due date determined by the College to be eligible for any discount offers. The discount offer is not applicable to the material (textbook) fee and cannot be combined with any other discount or scholarship offer. The College reserves the right to modify or cancel the discount offer at any time without prior notice.

6.1 Early Bird Payment Discount

The Early Bird Payment Discount may apply on full-term fees paid by the due date which is determined by the College.

The due date is usually **fourteen (14) days before the first Saturday of the new term**. Discounts are not applicable to the trial test courses including, but not limited to STTC, OCTTC, OCFC and NTTC.

6.2 Family (Sibling) Discounts

In recognition of your family's commitment to providing the College education for your children the following discount (on tuition fees only) is offered:

Number of children	2 children	3 children	4 children
Child 1	EB discount	EB discount	EB discount
Child 2	25%	EB discount	EB discount
Child 3	Not applicable	50%	EB discount
Child 4	Not applicable	Not applicable	75%

The Family (Siblings) Discounts are applicable only to the full-term fees of normal term Standard EM, EMG, WEMG and WEMT courses and only if paid by the Early Bird Payment due date, which is determined by the College.



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The Family (Sibling) Discounts apply to immediate family members only.

If you choose the Family (Sibling) Discounts, all your children will receive this discount. No other discount will be available.

The largest discount applies to the smallest fee. The least expensive fees will receive the greatest discount while the other fees will receive the same rate of discount as the Early Bird Payment Discount.

6.3 Scholarship Discount Offer

The Scholarship Discount Offer entitles students a certain amount of discount to the full tuition fee for the duration of a specific period.

Scholarship discounts are only available if payment is made by the Early Bird Payment due date, as set by the College. These discounts apply only to the full-term fees of specific standard courses for regular terms, unless otherwise stated in the scholarship offer conditions.

Eligible students are normally selected through Pre-Uni New College annual scholarship tests, NSW opportunity class and selective high school placement test outcome.

After meeting the eligibility criteria, students receive a notification outlining the scholarship's discount rate, duration, payment due dates and any conditions that must be fulfilled to qualify for the scholarship discount.

While the scholarship offer period is in effect, students are expected to demonstrate a reasonable level of effort and commitment. Failure to do so or any significant drop in performance, as well as any behavioral issues, may result in the scholarship being revoked.

7 Cyberschool service

Cyberschool is an optional, add-on service offered exclusively during the course enrolment period. It is not included in the course fee and each service has a specified duration which may be amended by the College from time to time. Students have the freedom to choose whether or not to use Cyberschool based on their preferences.

Credit & Refund Policy

The purpose of this Credit & Refund Policy is to outline the requirements for the approval and processing of credits and refunds across the College's all courses and tests. The College will consider all credit and refund requests on a case-by-case basis in accordance with terms set out in this Credit & Refund Policy which may be amended by the College from time to time at its absolute discretion either orally or in writing without any prior notice.

Credit Requests

The College may, in its absolute discretion, consider and approve credit requests made by students on compassionate grounds where the student has severe medical condition or financial hardship which prevents his/her attendance to the course and/or the tests. Otherwise, no credits are given under any circumstances.

The College will not consider any application for a credit for non-attendance, cancellation/discontinuation/withdrawal from the course after the course commencement date, absence due to the student's participation in extra-curricular activities, school functions, scholarship and/or entrance examinations for schools, and any other personal engagements such as travel and family commitments.

Any and all credit requests made based on medical grounds must be supported by a medical certificate and shall be limited to only one (1) lesson credit per term which remain in the relevant student's name until the next payment. Such credit may be transferable to the student's immediate family members only and shall be non-assignable to any other branches of the College other than the branch where the student is currently enrolled in.

The College reserves the right to cancel or reschedule any courses or tests if necessary. In that event, every effort will be made to find a suitable

alternative course or test. All students enrolled in such courses or tests will be notified as soon as possible and the College will, within fourteen (14) days, provide credit or refund of the fees for the weeks that course or test will not be provided, unless the student:

- withdraws from the course or the test before it is cancelled or rescheduled; or
- accepts an offer in an alternative course or test arranged by the College.

Any unused credit held in the student account for more than twelve (12) months will be forfeited.

Refund Requests

In the unlikely event that the College is unable to deliver a course or test, the College will refund the unused portion of the tuition fees the student has paid to date. The refund will be paid within fourteen (14) days for the day on which the course ceased being provided.

If the student requests for a refund on a credit balance in the student account, the student will be offered a refund of unspent credit **less an administration fee (25% of the tuition fees)** within fourteen (14) days of receipt of such request. The administration fees are capped at \$ 200 AUD per transaction.

In the event of a student withdrawing from the course at least fourteen (14) days prior to the course commencement date, the College will refund the tuition fees within twenty-eight (28) days of the receipt of written notice of withdrawal and fully completed Credit/Refund Application Form from the student (or parents or guardians if the student is under 18 years of age). If the student fails to deliver to the College a written notice of withdrawal and fully completed Credit/Refund Application Form at least fourteen (14) days before course commencement date, there will be no refund of any tuition fees paid.

The College may deduct any outstanding fees, charges and debts from the refund payable to the student. All refunds will be paid in Australian dollars by a cheque payable to student's parents, guardians or as directed by them. However, if the student is 18 years of age or over and has paid the tuition fees directly to the College, the refund will be made payable to the student, unless the parents or guardians give written directions to the College.

Credit or Refund Process

To request credit or refund, the student must submit a completed Credit/Refund Application Form which can be obtained from the payment office at Pre-Uni New College – 5 The Crescent, Strathfield New South Wales 2135. Please note that at the time of all credit/refund requests, supporting evidence must be provided to the payment office at the College.

Grant of Credit or Refund

The College will use its best endeavours to process all credit and refund applications within five (5) and ten (10) business days, respectively, of receiving the fully completed Credit/Refund Application Form together with any supporting documents. The refund will be made by cheque and be available to collect from the payment office of Pre-Uni New College. The College will not send the cheque by mail or post due to the security reasons.

In any grant of credit or refund, any discount that was given for full-term payment shall be forfeited. The policy does not affect the student's right to take action under the Australia's consumer protection laws.