

ENROLMENT TERMS AND CONDITIONS



1. Definitions

“Applicant” means the person/s set out in the Enrolment Agreement being the Parents and/or Guardian/s of the Student listed in the Agreement and if more than one, each of them jointly and severally. For the avoidance of doubt, an “Applicant” includes a Parent or Guardian signing the Enrolment Agreement to enrol a Student and (where required by the College) to signal acceptance of any Enrolment Terms and Conditions as they may be updated during the course of a Student’s enrolment at the College.

“Enrolment Application Form” means the document which the Applicant is required to complete in order to be eligible to be considered for enrolment at the College.

“Enrolment Fee” means the fixed amount which is payable at the time of enrolment, as set out by the College.

“Enrolment Agreement” means the Agreement forming part of these Terms and Conditions of Enrolment, Student Code of Conduct and the Parent Code of Conduct by which the Applicant agrees to be bound.

“Disability”, in relation to a Student, means:

- (a) total or partial loss of the Student’s bodily or mental functions; or
- (b) total or partial loss of a part of the body; or
- (c) the presence in the body of organisms causing disease or illness; or
- (d) the presence in the body of organisms capable of causing disease or illness; or
- (e) the malfunction, malformation or disfigurement of a part of the child’s body; or
- (f) a disorder or malfunction that results in the Student learning differently from a student without the disorder or malfunction; or
- (g) a disorder, illness or disease that affects a Student’s thought processes, perception of reality, emotions or judgment or that results in disturbed behaviour.

“Conditions of Enrolment” means these Terms and Conditions of Enrolment, including any subsequent amendments made by the College.

“Student” means the student named in the Enrolment Agreement.

“The Executive Principal” means the Executive Principal of the College, or the Executive Principal’s authorised representative.

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“The College” means Minaret College [ABN 85 232 014 290].

2. Continued Enrolment

- 2.1 This document sets out the Terms and Conditions of Enrolment at the College, a school set across three campuses in Springvale, Officer and Doveton, Victoria.
- 2.2 In signing the Enrolment Agreement, the Applicant and Student agree to these Enrolment Terms and Conditions and the College’s Rules, Policies and Procedures (found on the College’s website), which may be changed during the period of enrolment at the discretion of the College. The College’s rules, policies and procedures do not form part of the Enrolment Agreement.
- 2.3 We support our students towards balancing religious and academic prosperity, while advancing their skills to meet and exceed their potential. As such, the College makes no representation or promise regarding any particular academic achievement or level of performance of any student.

3. Philosophy and Foundational Statements

- 3.1 The College provides an integrated Islamic and secular education that will help the students develop their talents and capacities to their full potential, taking into account the social, cultural, and economic needs of the Islamic community and the nation as a whole.
- 3.2 Our vision is to produce a healthy Australian-Muslim identity which is: connected, conscious, sincere to its traditions and committed to excellence, good citizenship and compassionate service to humanity.
- 3.3 We are focused on practising student-centeredness where we recognise the unique experiences and abilities of each student entrusted to us and work to facilitate their learning in an inclusive way. We are forever cognisant that the influence we have on their lives of our students goes well beyond the classroom. This relates to our philosophy which is to help students improve their learning and increase their knowledge on a daily basis to the best of their abilities. We also provide our students with a safe learning environment free from harassment and bullying.

4. General

- 4.1 In a two parent/guardian household we expect and request both parents to sign the Enrolment Agreement and in those circumstances, both parents agree that they are jointly and severally liable unless evidence is provided to the contrary (i.e. by way of court order). The College welcomes all families in its community and understands that family arrangements can be unique so if you are unable to provide two signatories please let the College know.

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- 4.2 The College's policies do not form part of the Enrolment Agreement, aside from the Student Code of Conduct, Parent Code of Conduct and these Enrolment Terms and Conditions.
- 4.3 If the Applicant wishes to withdraw the Student from the College, the Applicant must give the Executive Principal one term's written notice.
- 4.4 Failure to give the required notice as set out in clause 4.3 will result in a charge of one term's fees.

5. Educational services provided

- 5.1 The College provides educational services that are within the scope of the College's registration, being:
 - (a) Preparatory (Foundation) – Year 10 under the Victorian Curriculum (F – 10).
 - (b) Senior secondary courses which are normally provided in Years 11 – 12, including the Victorian Certificate of Education (VCE), and Victorian Certificate of Applied Learning (VCAL).
 - (c) The College also operates an Early Learning Centre service.
- 5.2 A proportion of funds raised or fees collected on behalf of the College may be applied to the conduct of the College's Early Learning Centre.

6. Enrolment

- 6.1 The Student's place in the College is not confirmed until all documents and fees as requested by the College have been received. This includes, among other things:
 - (a) signed acceptance letter from the Applicant of the Student which acknowledges acceptance of:
 - (i) Terms and Conditions of Enrolment;
 - (ii) Parent Code of Conduct; and
 - (iii) Student Code of Conduct.
 - (b) Copy of birth certificate or passport (translated into English)
 - (c) Copy of most recent school report
 - (d) Immunisation History Statement from Medicare
 - (e) Any applicable court or parenting orders
 - (f) Copy of an Australian Visa (for non-Australian nationals)

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- (g) Copy of any relevant medical and/or specialist reports (if applicable)
- (h) Health Management Plan (if applicable)
- (i) Proof of residential address

7. Fees

- 7.1 Where there is more than one Applicant, both persons will be equally responsible jointly and severally for the College fees and any other charges.
- 7.2 An offer of enrolment must be accepted within the period prescribed in the letter of offer, and the only method by which the offer can validly be accepted is by payment of the Enrolment Fee. If the Student does not commence, the Enrolment Fee is forfeited and is not refundable or transferable unless one term's written notice is provided.
- 7.3 The Applicant can elect to defer the acceptance of an offer of enrolment; however the College makes no guarantees that a place will be available for the Student in subsequent years.
- 7.4 All fees are due and payable in full on the date set out in the fee statement sent to parents at the beginning of each term unless another arrangement has been pre-agreed in writing between the Applicant and the College.
- 7.5 Fees not paid by the specified due date may result in a Student being excluded from classes until payment is made, unless prior arrangements have been made with the College.
- 7.6 The Student will not be permitted to enter a new term while any part of the fees or charges for the previous billing period remain unpaid, unless approved by the Executive Principal. A decision under this clause is at the sole discretion of the Executive Principal, and any one waiver of this clause does not indicate an ongoing waiver.
- 7.7 If the Student is admitted to the College during a term, tuition fees will be charged on a pro rata basis.
- 7.8 No refund of fees paid or waiver of any fees outstanding will be made if the Student is withdrawn from the College during a term, or is absent for any reason.
- 7.9 If a student is withdrawn at the insistence of the College (e.g. due to the unsatisfactory conduct or behaviour of the Student), the Applicant is liable for all fees and charges to the date of notification of the Student's enrolment at the College being terminated.
- 7.10 A non-refundable composite fee per student is payable to the College in advance each term. This levy includes library resources, internet facilities,

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class sets, art materials, school diary, accident benefits, excursions (Primary School Only), lockers (Secondary School only).

- 7.11 The Applicant is responsible for fees and charges in relation to:
- (a) Uniform - to be purchased directly from Academy Uniforms. The Uniform list is available online or from the Administration Office and on the College website.
 - (b) Books and Stationery - to be purchased directly from the College's recommended bookstore. The booklist is available online or from the Administration Office.
 - (c) All camps and excursions during the enrolment period for Secondary School.
 - (d) All camps during the enrolment period for Primary School students.
 - (e) Food Tech/Art Tech and other special subjects- charges are payable separately.
 - (f) Laptop fee of \$120 per annum to be paid at the beginning of each year for 3 years. Subject specific subscriptions should be paid in advance to obtain relevant access to the required applications.
- 7.12 The Executive Principal is authorised to take such action deemed necessary to recover unpaid fees or charges, including recovery costs. Any expenses, costs or disbursements incurred by the College in recovering outstanding fees, including debt collection fees and solicitor costs, shall be paid by the Applicant, provided those fees do not exceed the scale charges as charged by that Debt Collection Agency/Solicitor plus any out of pocket expenses
- 7.13 Any overdue accounts may result in withholding of Student reports, suspension of enrolment, the exclusion of the Student from certain activities, the permanent exclusion from the College and recovery via legal action which shall involve both payment of the unpaid fees and charges and costs of recovery being charged to the Applicant.
- 7.14 These Terms and Conditions do not affect the rights of the Applicant to take action under the Australian Consumer Law if the Australian Consumer Law applies.

8. Grievances and Complaints Resolution

- 8.1 The College aims to create a harmonious and productive environment where a three way partnership between parents, staff and students is cultivated and nurtured. The core business of the College is conducted through relationships; therefore, a high value is placed on maintaining and protecting relationships within the College community.

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- 8.2 The College affirms the dignity and value of all peoples and seeks to conduct all matters in a way that respects and cares for people. The intention of the College is to provide a professional, safe and nurturing atmosphere, however, just as any environment, there also exists a potential for grievances and tension to arise.
- 8.3 The resolution of any College related grievance held by a member of the College community is vital to the wellbeing and success of the College and its students. The College is open to receiving concerns and complaints with the view to improving the services provided and protecting the wellbeing of students.
- 8.4 Bullying complaints or concerns will be handled as outlined in the Bullying, Harassment and Behaviour Management policies.
- 8.5 Matters to do with child abuse will be handled as outlined in the Child Safety Policies and Codes of Conduct which include the legal obligation on the College to report suspected abuse.
- 8.6 It is the College's intent to attempt to resolve any complaint or grievance in as timely a manner as possible (refer to the Grievance and Complaints Resolution Policy and Procedures for more information).

9. Disclosure

- 9.1 The Applicant acknowledges that the Enrolment Application Form has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Enrolment Application Form. The Enrolment Application Form forms part of the Enrolment Agreement, and failure to complete the Enrolment Application Form honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- 9.2 The Applicant must supply to the College, prior to enrolment, any additional information as may be requested, including copies of documents such as medical/specialist reports (where relevant to the Student's schooling), reports from previous schools, court orders or parenting agreements. Provision of requested documentation is regarded as a Condition of Enrolment, and enrolment may be refused where an Applicant has unreasonably refused to provide requested information or knowingly withheld relevant information from the College.
- 9.3 The College reserves the right to obtain further information regarding the Student during the period of enrolment including all academic information, school reports and all medical and other reports regarding the Student, if applicable.
- 9.4 The Applicant declares that the Student is either an Australian citizen, has Australian residency status, or has a Student Visa for entry and to stay in

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Australia, which allows education to be provided on the same cost basis as for an Australian citizen.

- 9.5 The provision of an inaccurate residential address or failure to provide an updated residential address for the Student will also be treated as a breach of the Enrolment Agreement.
- 9.6 It is a requirement that the College maintains up to date data at any given time. The Applicant must advise the College in writing of any changes of address, contact details, medical conditions or other information on the Application for Enrolment. The Applicant must inform the College immediately of the details of any specific needs that may impact on the Student's education, his/her learning abilities or participation in any programs provided by the College. The College must be notified immediately of the details of any court order or custody/parenting plan relevant to the Student and in changes to any order or plan.

10. Discipline

- 10.1 The College's Discipline policy ensures that every Student has the right to a learning environment free from bullying and intimidation and to feel safe and happy at school. They also have the right to be treated fairly and with dignity. Discipline is necessary to ensure the safety and welfare of all students, teachers and staff and to provide a conducive learning environment.
- 10.2 The College seeks to develop a culture of positive discipline by setting clear expectations of students and encouraging positive behaviour. Strategies for developing this culture include:
 - (a) Setting early expectations with respect to student behaviour.
 - (b) Establishing specific teaching and learning programs.
 - (c) Communicating expectations with the wider College community.
 - (d) Acknowledging positive behaviours in a range of ways from informal verbal acknowledgement through to structured merit awards.
 - (e) Maintaining records with respect to student behaviour.
- 10.3 The continued enrolment of a Student is dependent on their behaviour being in accordance with the College's policies, including but not limited to the Student Code of Conduct and rules and regulations, as amended from time to time. Continued enrolment is also dependent on the behaviour of the Applicant being in accord with relevant policies, including but not limited to the Parent Code of Conduct.

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- 10.4 College uniform is an essential part of the College as it provides us with a sense of identity and belonging. Students attending the College are expected to wear the full and correct College uniform at all times. High standards are required with regard to dress and appearance and students are required to be dressed in the correct uniform while on campus, travelling to and from campus and when representing the College at all activities such as sporting, community functions, or excursions. The Applicant is expected to support the College in the matter of correct uniform.
- 10.5 The Applicant is expected to support the aims, objectives, ethos, rules and policies and discipline of the College. In signing these Enrolment Terms and Conditions, the Applicant acknowledges that breaches of College policies by the Student, including but not limited to the Student Code of Conduct and breaches of the Parent Code of Conduct by the Applicant (or one of them) may lead to suspension of the Student and/or termination of the enrolment of the Student.
- 10.6 If the Executive Principal or his delegate suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate. Suspension could include one of the following :
- (a) suspension of recess/lunch privileges;
 - (b) suspension from class for part of a day , a full day/2 days; or
 - (c) suspension from College for up to a week.
- 10.7 If suspended, the Student shall not enter upon any of the College grounds for any purpose during the period of suspension without the express permission of the Executive Principal or his delegate and shall be the sole responsibility of the Applicant during such period.
- 10.8 The College may in its absolute discretion, terminate a Student's enrolment in the following circumstances:
- (a) If a Student breaches of any College policies or codes of conduct;
 - (b) When a Student engages in behaviour prejudicial to the welfare of the College, its staff or students;
 - (c) Where the Applicant has failed to comply with these Conditions of Enrolment;
 - (d) Where the College considers that a mutually beneficial relationship of trust and cooperation between the Applicant and the College has broken down to the extent that it adversely impacts on that relationship;
 - (e) Where a Student has committed a serious wrongdoing. Such wrongdoing may be a single incident in isolation or cumulative

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behaviour that has been the subject of at least one prior warning and communication between the College, the student and his parent(s)/guardians; or

- (f) When a Student engages in conduct which is considered un-Islamic.

11. Reasonable Adjustments

- 11.1 Where information obtained by the College indicates that a Student has a disability, the Executive Principal, or their delegate, will consult with the Applicant and the Student to determine whether the disability would affect the Student's ability to participate in or derive substantial benefit from the educational program at the College.
- 11.2 Should the Executive Principal's delegate conduct the consultation, they will make a recommendation to the Executive Principal if an offer of enrolment should be made to the Applicant. Following the consultation and any recommendation from the Executive Principal's nominee, the College will assess whether it is necessary to make an adjustment, and whether that adjustment is reasonable.
- 11.3 The College will take into account relevant circumstances and interests when identifying what is a reasonable adjustment, including the following:
 - (a) the nature of the Student's disability;
 - (b) the information provided by, or on behalf of, the Student about how the disability affects the Student's ability to participate;
 - (c) views of the Student, or an associate of the Student, about whether a proposed adjustment is reasonable and will enable the Student with a disability to access and participate in education and training opportunities on the same basis as Students without disabilities;
 - (d) information provided by, or on behalf of, the Student about his or her preferred adjustments;
 - (e) the effect of the proposed adjustment on the Student, including the Student's ability to participate in courses or programmes and achieve learning outcomes and independence;
 - (f) the effect of the proposed adjustment on anyone else affected, including the education provider, staff and other students; and
 - (g) the costs and benefits of making the adjustment.
- 11.4 The Executive Principal may require the Applicant to provide medical, psychological or other reports from external specialists, and/or require an independent assessment of the Student to enable the Executive Principal to determine what adjustments are necessary and whether they are

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reasonable (having regard to the criteria above for determining reasonable adjustments).

11.5 If reasonable adjustments are necessary to enable a Student to enrol in or participate at the College, the College will make those adjustments to the extent that they do not involve unjustifiable hardship. In determining whether an unjustifiable hardship would be imposed on the College, the Executive Principal will take into account the relevant circumstances of the case , including:

- (a) the nature of the benefit or detriment likely to accrue or be suffered by any persons concerned (such as other students, staff, the College community, the Student and the family of the student). This includes (without limitation):
 - (i) costs resulting from the Student's participation in the learning environment, including any adverse impact on learning and social outcomes for the Student, other students and teachers;
 - (ii) benefits deriving from the Student's participation in the learning environment, including positive learning and social outcomes for the Student, other students and teachers;
 - (iii) the effect of the disability of the Student;
 - (iv) the College's financial circumstances and the estimated amount of expenditure required to be made by the Community - including costs associated with additional staffing and the provision of special resources or modification of the curriculum;
 - (v) the impact of the adjustments on the College's capacity to provide education of high quality to all students while remaining financially viable;
 - (vi) the availability of financial and other assistance to the College (such as financial incentives, subsidies or grants available to the College as a result of the Student's participation); and
 - (vii) the nature of the Student's disability, his or her preferred adjustment, any adjustments that have been provided previously and any recommended or alternative adjustments.

11.6 The Executive Principal will discuss with the Student and the Applicant (as appropriate) the concerns that it has regarding any proposed adjustment that would cause unjustifiable hardship to the College.

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- 11.7 If the Executive Principal is satisfied that it has sufficiently consulted the Student and the Applicant (as appropriate), and adjustments required are not reasonable, would cause unjustifiable hardship or the College, may decline to offer the Student a position or may defer the offer.
- 11.8 As every Student 's educational needs can change over time, it will often be necessary for the College to review any additional assistance that is being provided to the Student, in consultation with The Applicant and the Student's treating medical/allied health professionals, in order to assess whether:
- (a) the reasonable adjustments remain necessary and/or appropriate to the Student's needs;
 - (b) the reasonable adjustments are having the anticipated positive effect on the Student's individual physical, functional, emotional or educational goals; and
 - (c) it remains within the College's ability to continue to provide the reasonable adjustments given any limitations that may exist.

12. Academic

- 12.1 The progress of students from one-year level to the next is a desirable outcome, however, it is not automatic and some conditions must be fulfilled. Factors that are considered to determine promotion from one - year level to another are: academic results, attendance, behaviour and wellbeing. This is applicable to students from Foundation to Year 12.
- 12.2 The Applicant is informed about academic progress of Students through school reports, or earlier if required via College notices, phone calls, emails, student diaries, meetings, etc.
- 12.3 In Primary School there are two portfolios (issued in Terms 1 and 3) and two comprehensive reports (Terms 2 and 4).
- 12.4 Secondary School issues interim reports in Term 1 and Term 3 and more comprehensive reports at the end of each semester, followed up by parent-teacher interviews.
- (a) If a student is identified to be "at risk" of not meeting the expectations pertinent to their level (academic performance, attendance or behaviour), then the College will organise a meeting with the Student and The Applicant. A written "at risk" notification will be issued to the Applicant.
 - (b) Based on the individual circumstances, the College, in co-operation with the Student and The Applicant, will consider a number of options, such as: additional support, individual learning plans or

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alternative pathways for Senior School students such as a non-scored VCE or a VCAL course.

- 12.5 Various opportunities are provided to keep you up to date with the Student's progress. You will receive two comprehensive written reports each year and arrangements will be made for at least one interview where you can discuss the Student's development with their teacher. In addition, an Applicant can contact the College to arrange a meeting if they have any concerns or wish to receive an update on progress.

13. Health and Medical Treatment

- 13.1 The Applicant must complete the medical section of the Enrolment Application Form and provide current health care plans where applicable.
- 13.2 The College will notify the Applicant of any injury or illness the Student may suffer at the College, which warrants staff intervention or a visit to the College sick bay.
- 13.3 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will notify the College and provide any relevant medical information or reports in a timely manner. The College reserves the right to assess and determine its ability to provide ongoing education to a Student, and reserves the right to require the Applicant to provide the College with information as requested.
- 13.4 In the event the Student is involved in a medical emergency and the Applicant or nominated contact person cannot be reached, the College can take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the College for the cost of any such treatment or action taken, for example ambulance expenses.
- 13.5 The College is not responsible for the cost of any medical or dental expenses incurred whilst a Student is playing sport or taking part in any College activities.
- 13.6 The Student is permitted to access College specialists including the First Aid trained staff, College nurse if available, counsellors and wellbeing specialists. The Applicant consents to those services being provided to the Student and understand there is confidentiality between the Student and specialist if the specialist deems that to be appropriate in accordance with his/her obligations.
- 13.7 It is the responsibility of the Applicant to provide appropriate insurance cover should the Student be injured or taken ill at the College. It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at College.

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14. Personal Possessions

- 14.1 It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing. The College is not liable for any loss or damage to this property.
- 14.2 The Applicant will indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.

15. Attendance

- 15.1 Unless the Student is not able to attend the College the Student must:
- (a) attend the College on the dates and between the hours advised by the College; and
 - (b) Participate in all co-curricular activities including sporting activities, camps, excursions, music rehearsals, orientation sessions and prayers which may be held on the weekend or before or after normal College hours.
- 15.2 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education.
- 15.3 Students are expected to fulfil sports training commitments as required and to represent the College in teams or competitions for which they are chosen.
- 15.4 If the Student is not able to attend class at the College, or any other activities in connection to the College, for any reason (including illness or injury) it is the responsibility of the Applicant to inform the College relevant campus by 8:30 am and confirm in writing upon the first day of the Student's return to the College the reason for the Student's absence.
- 15.5 The College maintains a daily attendance record and it will immediately notify the Applicant if of any unexplained absences or suspected truancy.
- 15.6 If a Student has been absent, it is at the discretion of teaching staff as to whether a medical certificate is required.
- 15.7 After holiday periods it is expected that the Student will return to the College on the dates fixed for resuming unless permission is obtained from the Executive Principal or their delegate.
- 15.8 The Student is not permitted to leave the College at the end of term until the published closing date unless permission is obtained from the Executive Principal or their delegate.

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- 15.9 The Applicant must submit a request for leave at least three weeks prior to the proposed absence to the Executive Principal or his delegate.
- 15.10 The Student will not be able to attend the College for any period of time during 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.
- 15.11 The Applicant authorises the College to take the Student on excursions which are within walking distance of the College grounds, within usual school hours, do not require transport, and do not involve adventure-type activities.

16. Termination

- 16.1 The Enrolment Agreement may be terminated:
- (a) in accordance with the provisions of these Enrolment Terms and Conditions,
 - (b) by the College in accordance with the Parent Code of Conduct;
 - (c) by the College in accordance with the Student Code of Conduct; or
 - (d) as permitted by law.

17. Communication and Privacy

- 17.1 The Applicant is required to provide copies of all existing court or parenting orders or parenting plan at the time of enrolment and during the period of enrolment.
- 17.2 The provision of any misleading representation in relation to the guardianship of the Student may result in the College suspending or terminating the enrolment of the Student. Misleading representation includes any circumstances where the Student is discovered to be living other than with responsible adults of good character, and circumstances where guardianship or living arrangements change and the Applicant does not notify the College within a reasonable time of the change, even if the change involves the Student living with different members of the Applicant's wider family.
- 17.3 From time to time the College may wish to include photographs of a modest and appropriate standard and/or audio/visual of the Student captured with or without their name in print and online for distribution within the College community. The Applicant consents to such use and disclosure of the Student's photographs and/or audio/visual unless such consent is expressly withdrawn via written notification to the College.

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- 17.4 The College will not disclose any information in relation to the Student to any party other than the Applicant, subject to the Privacy Policy and its other legislative obligations.
- 17.5 The Applicant consents to the College using their personal information and the Student's personal information for the purposes of receiving marketing communication. The Applicant may at any time opt out of receiving any marketing communication by notifying the College in accordance with the Privacy Policy. There is no charge or penalty for opting out from any marketing communication.
- 17.6 All information pertaining to the Student and the College will be provided to the Applicant in accordance with the Privacy Policy which is available on the College's website.
- 17.7 In order to ensure the ongoing health, wellbeing and enrolment of the Student at the College, the Applicant agrees to keep the College informed and maintain open communication in regard to all relevant information and issues relating to the Student.