



# General Terms and Conditions Easy-Fee Plan

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

The following definitions apply unless the context otherwise requires.

**Acceptance of Enrolment** means the date advised by the School in the Offer at which the School accepts the Pupil for enrolment as a student.

**Application** means the application for enrolment at Pittwater House Schools completed in relation to the Pupil.

**Additional School Charges** has the meaning described at clause 3.3

**Direct Debit Agreement** means the direct debit request and authority agreement completed in relation to the Application.

**Easy-fee Plan** means the enrolment plan detailed in this Agreement.

**Easy-fee Tuition Scale** means the tuition fees payable under the terms of the Easy Fee Plan published by the School from time to time.

**Executive Principal** means the Chief Executive Officer of Pittwater House or his authorised representative.

**Fees** means the aggregate of Tuition fees and Additional School Charges.

**Form** means the stage of academic progress completed in a School Year.

**Offer** means the offer of enrolment made by the School.

**Operative Date** means the date this Agreement is signed by the Parent.

**Parent** means the person whose details appear in the section of the Application headed "Parent Information".

**Pittwater House** means The Pittwater House Schools Limited.

**Pupil** means the child whose details appear in the section of the Application headed "Pupil Information".

**School Year** means the period of time when the School is open and classes are being conducted normally required to complete one Form.

**Standard Tuition Fee Scale** means the standard tuition fees applicable to general enrolment published by the School from time to time.

**Term** means the period during which this Agreement continues, as provided for in Clause 2.

**Termination Date** means the date of termination of this Agreement whether under Clause 5 or otherwise.

**The School** means Pittwater House.

**Tuition Fee** means the cost of tuition charged under the Easy-Fee Tuition Scale for one School year of study by a pupil.

### 1.2 Interpretation

**Headings** are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The **singular** includes the plural and conversely.
- (b) A **gender** includes all genders.
- (c) Where a **word or phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.

- (e) A reference to a **Clause or Schedule** is to a clause of or schedule to this Agreement.
- (f) A reference to any **agreement or document** is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document.
- (g) A reference to **dollars or \$** is to Australian currency.
- (h) Mentioning anything after **include, includes** or **including** does not limit what else might be included.

## 2. TERM OF AGREEMENT

- 2.1 **This Agreement will continue** from the Operative Date until the end of the School Year following the Operative Date (the Initial Term) or until it is extended (a Subsequent Term) in accordance with Clause 2.3 or until it is terminated by the School or the Parent in accordance with Clause 5 of this Agreement.
- 2.2 It is a condition of enrolment under the Easy-fee Plan that a Pupil will be enrolled in the School until the end of the School Year immediately following the Operative Date or, in the event that the Agreement is extended, for the complete School Year of any Subsequent Term.
- 2.3 Unless written notice is received by the School before 30 September in the School Year of the Initial Term or any Subsequent Term of the intention to terminate a Pupil's enrolment the School will consider the Pupil enrolled for a further School Year and the fee obligations detailed below will apply.

## 3. FEES AND CHARGES

### 3.1 Tuition Fee Increases

The School may increase tuition fees. The School will publish an amended fee scale from time to time.

### 3.2 No Remissions

- (a) No financial assistance, family remissions, scholarships or other form of discount are applied on the Easy-fee Tuition Scale. Any remissions that may apply to siblings of the Pupil who are enrolled on the Standard Tuition Fee Scale will be re-calculated to exclude the benefit of the Pupil.
- (b) By way of example, where the Pupil is the second eldest of three children

enrolled at the School and where the eldest child and youngest child are enrolled under the Standard Tuition Fee Scale, the remissions calculated on the Standard Tuition Scale would be calculated on the basis of two children enrolled in the School.

### 3.3 Additional School Charges

Charges for school services not included in the tuition fees ("Additional School Charges") will be billed at the end of each month. Additional School Charges include but may not be limited to:

- (a) School Services Fees
- (b) excursion charges
- (c) items purchased through the School Shop
- (d) charges for optional use of special facilities including but not limited to private music lessons, musical instrument hire, art supplies, participation in the School's cadet service training scheme, late school, swimming school and the Pittwater House bus service
- (e) fees charged in respect to the late payment of accounts
- (f) Voluntary Building Fund contributions

## 4. PAYMENT METHOD

- 4.1 Payment for all Tuition Fees must be made by automated direct debit from the account nominated in the Direct Debit Agreement. Payment will be taken on the 25th day of the month over 12 monthly instalments. Where the 25th day of a month is a non-business day, payment will be taken on the last business day prior to the 25th day.
- 4.2 Where the Direct Debit Agreement nominates that automated payments are to be deducted from a credit card account, a processing charge will be charged. This charge will be billed as a single yearly charge of \$200 in January. Automated Payment by direct debit to a non-credit card account will be accepted without incurring any administrative charges.
- 4.3 Payment for the Additional School Charges will be deducted automatically from the account nominated in the Direct Debit Agreement on the 25<sup>th</sup> day of the month immediately following the month in which the charges were incurred. By way of example, where Additional School Charges were incurred in the month of April, payment will be automatically deducted from the

account nominated in the Direct Debit Agreement on the 25<sup>th</sup> May.

#### 4.4 **Payment Not Received**

(a) Any payment not received by the 25<sup>th</sup> day of the month will be subject to an automatic debt-administration fee of \$50 or 2% of the outstanding balance per week whichever is the greater amount.

(b) The School reserves the right to take any action it deems appropriate to recover outstanding fees including appointing agents to act on its behalf or to take legal action. Any costs incurred by The School in this regard will be added to the fees owed.

#### 4.5 **Early Payment**

Where the full-year's tuition fees are paid in advance by 25 January, a 3% discount will be applied. The discount is only applicable to the Tuition Fee component. The Additional School Charges component will be charged in accordance with the terms detailed at Clause 3.3 and Clause 4.3

### 5. **TERMINATION**

5.1 It is a condition of enrolment under the Easy-fee Plan that a Pupil will be enrolled in the School under the terms specified at Clause 2.2 of this Agreement. Where a Pupil's enrolment is voluntarily terminated prior to the completion of the Term the termination charges detailed at Clause 5.3 will apply.

#### 5.2 **Termination by the School**

(a) Continued attendance at the School is at the absolute discretion of the Executive Principal. The School reserves the right to expel, suspend or take any other disciplinary action thought appropriate by the School in relation to any pupil whose attitude or behaviour is not, in the School's opinion, conducive to the welfare of the Pupil or the School.

(b) A failure to comply with the payment terms specified in Clause 4 is grounds for the School to terminate the enrolment without further notice.

(c) Where the School terminates the Pupil's enrolment the termination charges detailed at Clause 5.4 will apply.

#### 5.3 **Fees on Termination – Voluntary Withdrawal**

Where a Pupil's enrolment is voluntarily terminated prior to the end of the Term, a termination fee equivalent to three month's tuition under the Easy-fee Tuition Scale is

payable. Payment will be deducted in three equal monthly instalments following receipt by the School of the written notice of intention to terminate the enrolment.

5.4 Where a Pupil's enrolment is terminated by the School, liability for tuition fees is limited to payment of any tuition fees due up to the date of notification of the termination of enrolment together with payment for any Additional School Charges that have been incurred up to the date of termination. Payment is due within fourteen days of the date of termination of enrolment.

### 6. **NOTICE OF TERMINATION**

6.1 A notice of the intention to terminate a Pupil's enrolment must be:

(a) given in writing

(b) directed to the address specified at clause 6.2

(c) sent by email, post, hand delivered or facsimile to the address specified in clause 6.2 and will be deemed to be duly given:

(i) in the case of hand delivery on the day of delivery.

(ii) three days after the date of the postmark on the posted envelope.

(iii) if sent by electronic mail on the date included in the electronic header information of the message.

(iv) if sent by facsimile, when the sender facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within eight business hours after that transmission the recipient informs the sender that it has not received the entire notice as the case may be.

6.2 For the purposes of this clause, the parties respective addresses are as follows (unless otherwise notified in writing by one party to another):

(a) Pittwater House:

The Director of Admissions  
The Pittwater House Schools  
PO Box 244  
Manly NSW 1655  
Facsimile: (02) 9971 1627

(b) The Parent:

To the address and contact details specified in the Application

**NAME OF PUPIL(S):** \_\_\_\_\_

**DECLARATION**

By signing this agreement you acknowledge:

- 1. having read and understood the terms and conditions governing the Easy-fee Plan between the Parent and the School detailed herein;
- 2. I expressly acknowledge that the minimum term of the Agreement is a minimum of one complete school year and understand the termination provisions and the fees payable on termination detailed at Clause 5 will apply;
- 3. the Application is made without any undertaking by the School that it will be accepted;
- 4. the general terms and conditions included in the Application, in the Offer and in the Direct Debit Agreement apply; and
- 5. the person completing the Direct Debit Agreement warrants they have the capacity to meet all Tuition and Additional School charges as and when they fall due in accordance with this Agreement.

Signature(s): \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_