



## Acceptance Agreement for Tiddeman Boarding House

Methodist Ladies' College ('MLC' or the 'College') provides accommodation services for students at the Tiddeman Boarding House, Kew (Boarding House). The Boarding House is a registered school boarding premises as defined by the Victorian Registrations & Qualifications Authority (VRQA). The College and the Boarding House operate under the same legal entity as defined in the MLC constitution which is available on the MLC website. The Head of Boarding is the responsible person for the boarding premises.

This Acceptance Agreement sets out the terms and conditions under which Students apply to and are accepted into the Boarding House. MLC reserves the right to vary and amend this Acceptance Agreement from time to time. Notice of changes will be provided to Parents. Students boarding at the Boarding House must also abide by the terms and conditions of the College's Enrolment Agreement.

### Admission Criteria

#### 1. Eligibility for Boarding at MLC Boarding House

Students can be considered for entry into the Boarding House once they have met the enrolment criteria detailed in MLC's Enrolment Policy and have been offered a place at MLC in Year 7 to 12.

MLC will not provide boarding accommodation to International Students under 13 years of age at the Tiddeman Boarding House. MLC will take all reasonable steps to verify that International Students will be at least 13 years of age at the time of commencing at the Boarding House before making arrangements for the provision of boarding accommodation. International Students are not eligible for Weekly or Short-stay Boarding.

#### 2. Acceptance Process and Priority Order of Applications for the Boarding House

To apply for a position in the Boarding House, Students will have already submitted much of the paperwork with their application for enrolment at MLC.

An interview with the Head of Boarding and relevant Head of School is required prior to an offer of boarding being made. Decisions regarding admission to the Boarding House are made by the Admissions Manager in line with the MLC Enrolment Policy. Students will be notified in writing, following their interview, if their application is successful or not. Unsuccessful applicants are able to appeal the decision in accordance with the appeals process outlined in the MLC Enrolment Policy.

Applications for a place in the Boarding House are considered on the basis of date of receipt. However, when applications for places in the Boarding House outweigh the places available, at the discretion of MLC, some applications may be given preference on the same basis as applications for enrolment to the College as outlined in the MLC Enrolment Policy. Where places are not immediately available on the basis of the application of the priority rules, a waitlist will be maintained by MLC.

### Tiddeman House Boarding Options

3. MLC offers boarding options as described below:

Type	Hours/Days
Full Boarding	Monday to Sunday, 24 hours during College term time.
Weekly Boarding	4pm Sunday evening until 6pm Friday afternoon during College term time.

Full and Weekly Boarders period of residency in the Boarding House will be considered to be ongoing until one of the following occurs:

- (i) the student completes Year 12;
  - (ii) the student is withdrawn from the Boarding House in accordance with Clause 26.
4. Weekly Boarders who arrive early (prior to 4pm Sunday) or leave Tiddeman Boarding House late (after 6 pm) will incur an additional charge equivalent to one extra day at the Boarding House daily rate.
  5. Weekly Boarders who wish to remain in the Tiddeman Boarding House over a weekend will incur an additional charge and are required to notify the Head of Boarding of their intention to extend their stay prior to 5pm on the Wednesday prior.
  6. Full or Weekly Boarding may be undertaken on a 'short-stay' basis, where a Student is accommodated for a minimum of two weeks, incorporating dinner on the first night and lunch on the last, for a maximum period of 1 Term. Short-stay boarding is only available to existing MLC Students.
  7. Parents must complete a *Tiddeman Boarding House - Acceptance Agreement* to be eligible to book a period of Short-stay Boarding. Places are strictly subject to availability and at the sole discretion of the Head of Boarding.
  8. Any extension to a Short-stay Boarding Period requires the approval of the Head of Boarding and the completion of a new *Tiddeman House – Acceptance Agreement* including the new dates.

### **Expectations of Students and Parents**

9. All Students and their Parents are required to abide by MLC policies, where applicable, including but not limited to those concerning student behaviour as outlined in the Behaviour Management Policy and Student Code of Conduct Policy and Procedure, and Boarding House expectations as outlined in the Boarding Handbook.
10. Failure to abide by MLC policies may result in disciplinary action for the Student or cancellation of boarding enrolment at the Boarding House.
11. The process outlined in the MLC Complaints, Grievances and Appeals Policy should be referred to in the event that Parents wish to raise a complaint in relation to the Boarding House.

### **Student Wellbeing & Safety**

12. MLC is committed to providing students with a safe and nurturing environment in which to prosper and thrive. Importantly, MLC has embedded a culture of child safety across the College and in the Boarding House and has strategies in place to effectively identify and reduce child safety risks. MLC abides by the policies and procedures detailed in its Child Safety and Wellbeing Policy, Child Safe Code of Conduct and Child Safe Program and procedures for reporting child protection incidents.
13. MLC owes a duty of care to Students it provides boarding accommodation to and is committed to the cultural safety of Aboriginal students, the cultural safety of children from a culturally and/or linguistically diverse background, and to providing a safe environment for children with a disability. The College takes reasonable measures to protect Students from reasonably foreseeable risks of injury. It owes a further duty to prevent the abuse of a child by any individual associated with the Boarding House while the Student is under the care, supervision or authority of MLC. The College takes this obligation seriously and has strict protocols in terms of access to the premises, monitoring the status of Working with Children Checks (WWCC) for persons entering the Boarding House and close monitoring of the location of Students resident at the Boarding House, including when not on campus.
14. To assist MLC in meeting its duty of care obligations, MLC maintains a register of Students with medical conditions. MLC staff undergo regular first aid training and a register of training is maintained by the College.
15. Supervision will be provided in accordance with MLC's policies and procedures in relation to on-site supervision and off-site supervision. Where necessary, MLC will have recourse to its Emergency Management Plan.
16. All staff, volunteers and contractors working at the Boarding House have WWCC or Victorian Institute of Teaching (VIT) in accordance with the *Worker Screening Act 2020* (Vic) (the **Act**) and regular checks of the status of the WWCCs, including maintaining a register and MLC's response to a cardholder receiving an Interim Negative Notice or a Negative Notice under the Act are made by MLC in accordance with MLC's Child

Safe Program.

17. Students of all faiths and cultural backgrounds are welcome to board at the Boarding House and MLC will aim to accommodate the Student's preferences for the particular religious services she wishes to attend.
18. MLC will only use restrictive interventions when it is necessary to prevent harm to the Student or to other Students at the Boarding House in accordance with the College's Restrictive Interventions Policy.

### **Emergency Management Plan**

19. In the instance of an emergency evacuation or Critical Incident, the Boarding Supervisor will direct Students to emergency exits and the emergency assembly point or to remain in their room, in accordance with the Emergency Management Plan.
20. The Emergency Management Plan is regularly reviewed, at least annually and after any Critical Incident or emergency evacuation.

### **Attendance and Roll Call**

21. MLC uses a boarding house software tool to manage Students' whereabouts and leave requirements.
22. MLC has a boarding house register that is a permanent record of the students admitted to the Boarding House. The boarding house register determines those Students for whom attendance must be registered and monitored. MLC has processes and procedures in place to ensure that the register is kept up to date, including electronic attendance tracking both before and after the school day as outlined in the Boarding House Handbook. Roll call is undertaken electronically.

### **Holiday Arrangements**

23. Before the end of each term Students must submit their arrangements for holiday periods online. Each Student must complete all required fields, including their departure from the Boarding House, expected return dates, their address for the holiday and phone numbers. The time periods and procedures for the holiday application arrangements, including any International Students applying for homestay arrangements are detailed in the Boarding House Handbook.

### **Facilities and Fees**

24. The facilities provided at the Boarding House are detailed in the Boarding House Handbook.
25. Boarding House Fees cover all expenses associated with providing food and accommodation to a Student at the Boarding House. This includes the provision of the facilities and services listed in the Boarding House Handbook including gas, electricity and water usage costs, food and beverages. Boarding House Fees can be found on MLC's website.
26. The Boarding House Fees do not include the costs of:
  - a. personal medications purchased by the Student and charged to their account;
  - b. replacement MLC Star cards;
  - c. Myki public transport travel costs;
  - d. travel costs for Student attendance at non-MLC sporting events, e.g. representative basketball;
  - e. outbound and return airport or medical appointment transport costs either for the Student or accompanying members of staff, as detailed in the Boarding House Handbook;
  - f. any other expenses specifically excluded from the Boarding House Fees, as outlined in the Boarding House Handbook.

### **27. Notification Period and Refunds**

If a Parent wishes to withdraw the Student from the Boarding House, the notification period and terms are as follows:

- a. Full & Weekly Boarding Student: One full term's notice is required, in writing to the Principal, before the withdrawal of a boarding Student from the College. If the required notice is not given, one full term's Boarding House fees and one full term's Tuition Fees will be charged in lieu of notice as a genuine pre-

estimate of the costs incurred.

- b. Full & Weekly Boarding Student transferring to Day Student: One term's notice is required, in writing to the Principal, when a boarding Student no longer requires accommodation and is transferring to a day Student. If the required notice is not given, one full term's Boarding House fees will be charged in lieu of notice as a genuine pre-estimate of the costs incurred.
- c. Short-stay Boarding Student: Once a booking is confirmed by the Boarding House no refund will be available.

No 'part of' a term or school holiday period will be included in determining the notice period.

No refund will be provided for any absences from the Boarding House within the contracted residency period.

## **28. Cancellation of enrolment at the Boarding House**

MLC may cancel or suspend a Student's enrolment at the Boarding House at any time by giving notice of such to the Parent. Cancellation or suspension of boarding accommodation is at the sole discretion of the Principal and may occur as a result of (but not limited to):

- a. unsatisfactory conduct, behaviour or attendance of the Student;
- b. failure by the Student or Parent to follow any MLC rules, procedures or codes of conduct;
- c. failure to make honest, correct and full disclosure regarding student wellbeing needs, relevant medical records or other factors relevant to the Student's residence in the Boarding House;
- d. failure to pay Boarding House Fees within the required timeframes; or
- e. a break down in the relationship of trust and cooperation between the Parents, MLC or its staff to the extent it is detrimental to the education or welfare of the Student or the good of MLC.

## **29. Disciplinary action**

MLC reserves the right to discipline the Student, including for out of hours behaviour that may affect other Students or staff or unduly damage the reputation or property of MLC, as outlined in the MLC Enrolment Agreement.

## **30. Consumer Protection Laws**

The terms of this Acceptance Agreement, and the availability of complaints and appeals processes, do not affect the rights of the Parent to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

## **Losses due to theft or damage to property**

- 31. It is the responsibility of the Student while resident at the Boarding House to take care of any personal possessions including musical instruments, sporting equipment, electronic devices, cash, clothing and other personal possessions, and MLC is not liable for any loss, theft or damage to this property.

## **Termination**

- 32. The Acceptance Agreement may be terminated:

- a) in accordance with the provisions of this Acceptance Agreement;
- b) in accordance with the provisions of the Enrolment Policy;
- c) in accordance with the provisions of the Conditions of Enrolment;
- d) in accordance with the Parent Code of Conduct;
- e) in accordance with the Student Code of Conduct; or
- f) as permitted by law.

## **Privacy: Collection Notice**

- 33. MLC collects personal information, including sensitive information about Students and Parents before and during the course of a Student's boarding accommodation at the Boarding House. This may be in writing, through technology systems or in the course of conversations. The primary purpose of collecting this information is to enable MLC to gather information for the application process to the Boarding House and to provide accommodation to Students enrolled, exercise its duty of care, and perform necessary associated

administrative activities which will enable the Student to take part in all the activities of the Boarding House.

34. Some of the information collected is required to satisfy MLC's legal obligations, particularly to enable MLC to discharge its duty of care.

## Definitions

**"Boarding House Fees"** means the fees payable to MLC for the Student's boarding house accommodation, as advised by MLC to the Parent/s and available on the MLC website.

**"Boarding House Handbook"** means the Tiddeman House Student and Parent Boarding Handbook which provides details of the facilities and day-to-day operations of the Tiddeman Boarding House, available on the MLC website.

**"Charges"** means non-Tuition Fees including, but not limited to IT charges, consolidated charges, camp, excursion charges, charges for elective subjects, school materials, medical expenses and other expenses referred to in the Conditions of Enrolment.

**"Terms & Conditions of Enrolment"** means the conditions of enrolment including any subsequent amendments made by MLC.

**"Critical Incident"** means:

- a) circumstances that pose a critical risk to the health, safety or wellbeing of one or more Students or staff;
- b) incidents requiring closure, lockdown, or reduction of number of Students or staff attending;
- c) death or serious injury of a Student or staff member at the Boarding House or at another location authorised by MLC.

**"Enrolment Policy"** means the policy for enrolment at MLC, available on the MLC website.

**"Short-stay Boarding"** residency at the Boarding House for a minimum of two-weeks and up to one Term duration.

**"Full Boarding"** residency at the Boarding House extending from Monday to Sunday, 24 hours.

**"International Student"** has the same meaning as "overseas student" in section 1.1.3 of the *Education and Training Reform Act 2006 (Vic)*.

**"MLC"** refers to Methodist Ladies' College Ltd, ACN 55 006 036 979, 207 Barkers Road Kew, Victoria, Australia.

**"Parent"** refers to the parent/s and or guardian/s of the Student enrolled at MLC, and if more than one, each of them jointly and severally.

**"Principal"** means the Principal of MLC, or the Principal's authorised representative.

**"Student"** means the student named in the Acceptance Agreement.

**"Tiddeman House"** is the name of MLC's Boarding House.

**"Tuition Fees"** means the tuition fees payable to MLC, as advised by MLC to the Parent and available on the MLC website.

**"Weekly Boarding"** residency at the Boarding House extends from 4pm Sunday to 6 pm Friday afternoon.

# ACCEPTANCE OF BOARDING OFFER



MLC

STUDENT SURNAME .....

STUDENT GIVEN NAMES .....

PARENT/GUARDIAN NAME .....

ADDRESS ..... POSTCODE .....

TEL. NO: (HOME) ..... (BUS.) ..... (MOB.) .....

EMAIL: .....

SAMPLE

**BOARDING MODE:**

Full Boarding:	<input type="checkbox"/> Ongoing <input type="checkbox"/> Short-stay	Weekly Boarding	<input type="checkbox"/> Ongoing <input type="checkbox"/> Short-stay
----------------	---	-----------------	---

Short-stay Boarding Period: \_\_\_\_\_ (Not applicable for Ongoing Boarding)

I/We **ACCEPT** the offer of a boarding place for our daughter commencing [INSERT DATE].

**PLEASE NOTE:**

<p><b>Declaration</b></p> <p>By signing this Acceptance of Boarding Offer, you agree to the <b>Acceptance Agreement for Tiddeman Boarding House</b> and agree to be bound by these or any regulations of the College which may from time to time be in force.</p> <p>I/We accept responsibility for such Boarding House fees listed in the MLC Fee Schedule, as may be charged in relation to the above student and acknowledge that as signatories to this offer I/we are jointly and severally liable for the payment of fees.</p>		
	<b>Parent/Guardian 1</b>	<b>Parent/Guardian 2</b>
Full name		
Signature		
Date		

This form requires the signature of **both parents** unless otherwise stated in a Court Order or if one parent is deceased. If both signatures are not appended, the circumstances should be indicated in a separate attachment and include supporting documentation. If, at any time, the account is not paid by the respective billing due dates, the College will notify the signatories on the Acceptance of Boarding Offer. **Not returning** this acceptance by the due date may result in the place being offered to another student on the applicant list.