

Mr Jorge Van Den Brande

Independent Planning Commission  
Level 3  
201 Elizabeth Street  
Sydney NSW 2000



12th June 2019

Stevenson Library Building The Scots College Private Comments

Dear Mr Van Den Brande,

Regarding the Public Meeting to be held at 10.30am Monday 17 June 2019 at Church in the Market Place, Joshua Hall, 400 Oxford Street Bondi Junction NSW 2022. The meeting is open to the public to observe the proceedings; however, parents of students at the college are excluded from speaking as part of the process because the school's conditions of Enrolment say that:

*38. We commit to refrain from entering into gossip with other parents and to seek to resolve matters with those involved and responsible, rather than spreading criticism about the College.*

It has been made known that if parents speak at the public meeting they will be spreading criticism about the college and their son's enrolment can be terminated. Scots College has a current student limit of 1120 students but the total population is now 1504 students. Parents think the school is overcrowded causing bullying and disorganisation and would like it to be a condition that the school start complying with existing student limits before it can do any new building works. Also, parents have asked a number of times to amalgamate the Womens' Association and Parents Association. Parents have to volunteer:

*43. The College requires us to be actively involved in the College through - assistance to the college in a voluntary capacity from time to time.*

Both associations are unincorporated and funds should be directed to operational needs of the school but some of the funds raised by Womens Association volunteers are going to the Stevenson Library development. Parents ask that it be a condition that one incorporated parents association be formed (for all parents regardless of gender to remove the existing discrimination) and because it will be required to lodge annual returns.

Yours sincerely,

Current Scots Parents



# Conditions of Enrolment

## Fees

1. We agree to pay to the College all fees for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the Student as determined by the College Council and as published in the Particulars of Fees from time to time.
2. The College may refuse entry to, or terminate the enrolment of, the Student if we fail to pay the fees by the due date.
3. All fees are payable in advance and ONE whole term's notice in writing must be given to the Principal before the Student is removed or his status changed from boarder to day boy. The notice must be given no later than one week prior to the end of the preceding term. If this notice is not given, we agree to pay ONE term's fees.
4. No remission of fees, either in whole or in part, will be made if the Student is absent due to illness, leave or suspension.
5. We authorise the school to incur expenditure on our behalf such as purchases of books, stationery and equipment, and to advance such fares from time to time as the College considers necessary.
6. We agree to pay any expenses, costs or disbursements incurred by the College in recovering any outstanding monies, including debt collection fees and solicitors' costs, providing that those fees do not exceed the scale charges as charged by that Debt Collection Agency/Solicitor plus and out of pocket expenses.
7. We agree to pay all medical and ambulance expenses incurred on behalf of the Student.
8. The Student's personal property is not insured by the College, and the College does not accept any responsibility for loss.
9. The Registration Fee and Entrance Fee are non-refundable, irrespective of whether the Student commences at the College or not. Additionally, the Entrance Fee is not credited towards tuition fees and is not transferable to another Student or sibling.

## International Students

10. Where the Student is a Full Fee Paying International Student, we agree to pay:
  - (a) One term tuition and one term boarding fees in advance and by the due date.
  - (b) A government surcharge which applies to all International Students each term.
  - (c) The cost of private health cover for the duration of the enrolment, in advance, in compliance with government visa requirements.
11. Request for Late Return or Early Departure for International Students, we understand:

Annual Term dates are published on the website and it is the College's expectation that all travel arrangements are made in accordance with the commencement and end of each term. Requests for late return and/or early departure may only be considered in the most extreme circumstances. Requests for late and/or early departure based on ticket purchase will not be granted.

## Enrolment, Non-Commencement and Withdrawal

12. Acceptance of the College's offer of a place for the Student implies the Student will complete his schooling at the College and requires the Student to commence in the specified year of entry. The Student's year of entry may only be deferred at the discretion of the Principal.

This applies to all students, including sons and grandsons of Old Boys.
13. We agree to give one full term's written notice if the Student is not going to take up his place in the year that has been offered and accepted.

If this notice is not given we agree to pay one full term's fees in lieu of notice to the College.
14. We agree to give four weeks' written notice if a confirmed Long Term Early Years Student is not going to take up his place in the year that has been offered and accepted. If this notice is not given we agree to pay to the College four weeks' fees in lieu of notice.
15. If the Student is enrolled as a boarder there is an expectation that he will remain a boarder throughout his schooling. We agree to give at least one term's notice of a request to the change of the Student's status from boarder to day student. A request to change the status of the boarding student to a day student can only be granted where a day student vacancy exists. The status of the Student may only be changed at the discretion and with the approval of the Principal.
16. Where we do not reside in Australia, we agree to appoint a suitable adult resident in Sydney to act as a guardian for the Student. The Guardian must:
  - (a) Be at least 21 years old.
  - (b) Speak English.
  - (c) Be contactable by the College.
  - (d) Be able to give support to the College in meeting the needs of the Student.
  - (e) Attend enrolment interviews, parent-teacher interviews and other meetings at the College's request.
  - (f) Exercise a duty of care to the Student when he is on leave with them.
  - (g) Liaise with both us and the boarding Housemaster to ensure the Student's welfare.
  - (h) Sign the Expectations of a Guardian form before the Student enters the College.
17. The College may terminate the enrolment of the Student by written notice to us where, in the reasonable opinion of the Principal, but subject to affording the Student procedural fairness for disciplinary issues, there has been:
  - (a) a breakdown of the mutually beneficial relationship of trust and co-operation between us and the College to the extent it is adversely impacting the Student or other students;
  - (b) a serious breach or repeated breaches by us or the Student of College rules, policies or these Conditions;
  - (c) serious or repeated behaviour by the Student or us which adversely affects the order, well-being or reputation of the College, its students, workers or the College community;
  - (d) criminal behaviour by the Student or us;
  - (e) a serious failure or repeated failures of the Student to follow the direction of College staff;
  - (f) extended or repeated unauthorised absence of the Student;
  - (g) non payment or protracted delay in payment of fees and charges; or
  - (h) a failure by the Student to meet the requirement of the New South Wales Education Standards Authority (NESA) or the Student has otherwise failed to make satisfactory progress in his academic work.
18. On termination of the Student's enrolment, in accordance with regulatory requirements, we must advise the College of the name of the school to which the Student is being transferred.



## Courses and Activities

19. It is assumed by the College that we are in full agreement for a child to participate in an excursion/tour when only one parent signature is received on any permission slips.
20. The College may determine which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory. The Student must participate in and/or attend the following activities, as determined by the Principal:
  - (a) College Chapel and Divinity classes.
  - (b) Co-Curricular activities (in the Senior School) including all camps and parades scheduled by the College.
  - (c) The College sports program (for Years 3 to 12) including, as a minimum, participation in summer and winter team sports (usually on a Saturday).
  - (d) Important College events such as Remembrance Parade, Speech Night (Preparatory School) and Speech Day (Senior School), AAGPS Athletics Carnival, Head of the River Regatta and other events as required by the Principal, from time to time.
  - (e) For Year 9 Students, Glengarry for TWO terms, in either First Semester (Terms 1 and 2) or Second Semester (Terms 3 and 4), as determined by the College.
  - (f) Various camps and excursions that occur from time to time as an integral part of the College curriculum.

## Leave

21. Requests for leave from College activities, including academic and co-curricular programs, and for early departure from the school day, and at the end of term or late return from breaks, are considered only in the most extreme cases, and must be applied for in writing to the relevant Head of Campus.
22. We understand that permission to take leave outside of school holidays can only be granted at the discretion of the Principal. To this end, the College expects that all vacations for students are booked entirely within the regular school holiday period and we should not expect permission to take the Student out of school for family vacations.

## Divorced and Separated Families

23. In the case of all families including divorced or separated families, it is the College's expectation and requirement that prior to contacting the College, we are in agreement regarding all matters pertaining to the enrolment of the Student.
24. Where we are not living together, the College may communicate with either of us (regardless of financial responsibility) unless Court Orders are provided that specify otherwise. For avoidance of doubt, the College is not required to communicate with a parent if the Principal or his delegate believes that communicating with the parent may put the Student at risk or harm.
25. The College is unable to issue split accounts or accept part payment of fees. An account for the full amount will be sent to each of us requiring the account be paid in full.
26. We agree to provide the College with all current Family Court or other Court Orders or parenting plans involving the Student and notify the College as soon as possible of any changes, including providing a copy of new Orders or plans.

## Medical and Legal

27. We must fully disclose any special needs (including but not limited to any medical, physical, learning or psychological needs) which the Student has. Where any disclosed special needs change or where any special needs arise, we agree to notify the College immediately. We agreed in the event we have failed to disclose or have not fully disclosed any material matter, either in the Application for Enrolment form or subsequently, the College may terminate the enrolment without notice.
28. It is our responsibility, to provide full and up to date medical information about the Student using the methods provided by the College and to provide annual updates.
29. It is our responsibility, to keep the College informed of all changes of our contact details, including telephone, mobile phone, email, postal address and residential address.
30. If the Student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) or transportation by ambulance and if we are not readily available to authorise such treatment, we authorise the Principal or, in his absence, a responsible member of the College staff, to give the necessary authority for such treatment, or transportation. We agree to pay all medical and ambulance expenses incurred on behalf of the Student.
31. The College may from time to time collect personal information about parents and Students as necessary for the College's function or activities. We authorise the College to use and disclose information in such a manner as the Principal may deem appropriate for the purposes of the Student's education, health, care, welfare or development.

## Behaviour and Discipline

32. All Students are to support the ethos and to abide by the rules of the College as set out in the relevant publications such as Student Yearbook/Diary and as published on the College intranet or from time to time at the Principal's discretion. We acknowledge the College's requirements for discipline, home study, attendance and leave and agree to bring those requirements to the attention of the Student.
33. We understand that the Students must follow the standards of dress and wear the College uniform properly when travelling to and from the College and at College events and activities unless stated otherwise.
34. We understand that we and the Student must support the administration of the College's Code of Responsible Student Behaviour contained in the Senior School Year Book/Diary and The Positive Behaviour Plan as contained in the Transition to Year 6 Parent Handbook.
35. We acknowledge that boarding students are to abide by those rules governing the Boarding Houses, including leave provisions, as set out in the College's various handbooks as published by the Director of Boarding.
36. The College seeks to maintain an environment that is safe for all students and in which learning can take place. To this end the Principal or his delegate may search the Student's bag, locker, electronic devices or other possessions and carry out surveillance and monitoring including but not limited to electronic devices and networks.



# Conditions of Enrolment (continued)

## Parent Conduct

37. We agree to behave in a manner that exemplifies and upholds the values and policies of the College when on College property and attending College functions, including but not limited to refraining from smoking, bad language or other negative behaviour.
38. We commit to refrain from entering into gossip with other parents and to seek to resolve matters with those involved and responsible, rather than spreading criticism about the College.
39. We agree to honour the teachers' right to privacy and not to expect to have unlimited access or rights to communication with College staff outside of the reasonable bounds of a normal school day.
40. In line with the College's Child Protection Policy, we agree not to make direct contact with the Student during school hours. We understand that our contact to and from the Student should be directed through the College's reception located at the relevant campus.
41. We agree to observe College security procedures for the protection of students from contact with unauthorised persons. We understand that we must sign in at the reception services when visiting any campus of the College. When visiting student boarding houses, we agree to first contact the boarding Manager on Duty and not to wander about the house.
42. We agree to communicate with students, other parents, visitors and College workers in a polite and respectful manner, and follow appropriate College processes regarding communication of concerns to the College.
43. The College requires us to be actively involved in the College through attendance at parent-teacher interviews and parent forums, participation in the courses offered by the College relevant to the Student's education and assistance to the College in a voluntary capacity from time to time.
44. We agree to support supervising staff directions when acting as a volunteer.
45. We have read the College Privacy Policy.
46. We are aware that there are potential legal liabilities that may arise from the use of electronic or social media, particularly in relation to issues pertaining to damage to reputation and breach of privacy. We agree to ensure that we abide by the law and the College's expectations when using electronic or social media, including but not limited to the following:
  - (a) The College, its workers and members of its community should not be mentioned or discussed in a negative or defamatory way;
  - (b) Photographs of students in College uniform represent the College and its students, and should not be posted if they have the potential to bring negative connotations towards the College, its workers or students;
  - (c) Photographs containing other students should not be posted without the express consent of the other Students' parents;
  - (d) Email addresses of parents, staff and students should not be given to other people without their express consent;
  - (e) Parents are not permitted to make contact with other students via any form of electronic and/or social media without the express consent of the students' parents.

## Agreement

47. We agree that the College may change these Conditions provided it gives us at least two terms' notice and that the new Conditions take effect from the beginning of the calendar year.

We agree that our obligations to the College, as set out above, are joint and several and may only be terminated after the end of three months' notice, in writing, to the Principal, of our desire to be released from such obligations.



## The Scots College

The Scots College

Locked Bag 5001, Bellevue Hill NSW 2023  
Phone: +61 2 9391 7600  
marcom@tsc.nsw.edu.au  
tsc.nsw.edu.au

CRICOS Provider Code: 02287G  
The Presbyterian Church  
(New South Wales) Property Trust  
ABN 86 438 712 994





THE AUSTRALIAN WATCH COMPANY - FREE SHIPPING ON ALL ORDERS.



WATCHES NEWS ABOUT  
ACCESSORIES

English



The Scots College OBU Timepiece by  Bausele



Stainless Steel



Nato



High Grade Silicone

**\$770** + GST

includes 3 interchangeable Watch Straps as shown above.  
(RRP \$1,190)



**Actual SOIL FROM SCOTS MAIN OVAL**  
sealed and on display inside the  
Crystal Crown of your  
Australian designed,  
Swiss precision timepiece.

**Keep a piece of Scots with you.**



Having previously worked alongside such iconic entities as the **Sydney Opera House**, the **Australian Special Forces** and most recently the **McGrath Foundation**, Bausele have been commissioned to produce a bespoke timepiece, exclusively for **The Scots College OBU**.

As Australia's only true premium watch brand, each Bausele timepiece combines bold Australian design, state-of-the-art Swiss technology and will feature a little piece of The Scots College in the unique Crystal Watch Crown. **The Scots College OBU timepiece will house and display actual soil from Scots Main Oval in the Crown**, a unique connection between you and the College.

The Scots College timepiece will be offered to all current and former Alumni, parents and support staff. Alumni of Scots can individualise their timepiece with the year of graduation on the case back, underneath The Scots College crest.

To memorialise your sporting representation, in our first release we will offer to create sport specific pieces for Basketball, Cricket, Football, Rowing and Rugby.

This Australian designed Swiss timepiece will be made available for **\$770+GST** (RRP \$1190) and will **include** 3 easily interchangeable watch straps (Stainless Steel, Hi Grade Silicone and a Scots themed NATO style strap). This represents amazing value for this level of luxury timepiece.

The 'On Sale' period for the The Scots College release will **open at 9am on 13 June 2019, with final orders being accepted up until midnight on 23 July 2019**. At the conclusion of the On Sale period, our bespoke process will begin and you will be kept up to date with build developments via email.

## **SELECT YOUR SCOTS COLLEGE TIMEPIECE**

SCOTS COLLEGE :: Alumni Timepiece

\$847.00 AUD

SCOTS COLLEGE :: Basketball Timepiece

\$847.00 AUD

SCOTS COLLEGE :: Cricket Timepiece

\$847.00 AUD

SCOTS COLLEGE :: Football Timepiece

\$847.00 AUD

SCOTS COLLEGE :: Rowing Timepiece

\$847.00 AUD

EXCLUSIVE NATIONAL NSW COURTS

## Guy Sebastian sues, claiming he was burned over a sunscreen deal

By [Angus Thompson](#)

December 4, 2018 – 11.52am



Australian pop star Guy Sebastian claims he has been burned over a sunscreen deal with his former manager Titus Day in a high-profile court stoush between the pair.

Mr Day's 6 Degrees Management firm is counter-suing the singer, alleging he is owed commissions for a range of services, including brand endorsements, *X-Factor* performances, and the Taylor Swift support tour.



Singer Guy Sebastian and his former manager Titus Day (left) promoting Solar D sunscreen, now the subject of a Federal Court dispute between the pair. ANTHONY JOHNSON

The inaugural *Australian Idol* winner launched proceedings in the Federal Court in July, claiming, among other things, he is owed 10 per cent of the shares and profits of Nexdius, a company that owns the Solar D sunscreen brand.

In a statement of claim filed in the court, Sebastian alleges he acted as a brand ambassador for Solar D; participated in media interviews, and promotional photo and video shoots and for the brand; assisted in securing other celebrity

ambassadors; and used his personal connections to arrange distribution contracts for Solar D products.

"Solar D sunscreen not only protects with broad spectrum SPF but laboratory studies have also shown that it lets in some of the UVB light that may assist our bodies in making vitamin D," Sebastian said in a promotional video published on YouTube by Solar D's co-founder Matthew Collett in October last year.

Sebastian claims in court documents the deal was struck to induce him to remain a client of 6 Degrees and to promote Solar D without being otherwise paid for it.

Mr Day and 6 Degrees deny this in a joint defence, alleging 6 Degrees never controlled any shares in Solar D, nor admitting the existence of a deal as alleged by Sebastian.

The defence denies Sebastian was ever a brand ambassador for Solar D or that he helped attach other celebrities to the brand.

Mr Day and 6 Degrees claim Sebastian did one media interview, which was with the *Australian Financial Review*, and that Mr Day and Mr Collett also participated in it.

Sebastian reportedly told the *AFR* the sunscreen was a "game changer" in a December 2016 article.

Sebastian also alleges he was offered a 10 per stake in 6 Degrees and its profits, which Mr Day and the business have refused to pass on.



Solar D director Titus Day with co-founder Matthew Collett. ANTHONY JOHNSON

According to the defence, Mr Day and 6 Degrees don't admit such an agreement.

The musician is claiming 6 Degrees withheld more than \$200,000 from him for live performances for companies such as McDonald's and Harvey Norman.

The talent management firm denied the claims in relation to some of these, and referred to its cross-claim against Sebastian in relation to others.

He is also seeking to be reimbursed more than \$18,000 in wages for Rebecca Oxenbould, an employee of his company Guytunes, saying 6 Degrees flouted an agreement to pay 50 per cent of her income.

In the defence, 6 Degrees alleged Ms Oxenbould was also required to work for it, which it claimed she didn't do.

Sebastian claims to have cut his ties with 6 Degrees in November 2017, but in its cross-claim filed in October, the firm said the contract could not end until 12 months after Sebastian had given notice.

It alleges it is owed 20 per cent of Sebastian's income in that period, as well as 10 per cent of his publishing income from Universal Music.

The cross-claim alleges 6 Degrees is entitled to a share of deals started before November 2017, including Sebastian's Australia Day 2018 performance at the Opera House Forecourt, a recording agreement with Sony and a performance for Myer.

It further claims 6 Degrees is owed a commission for Sebastian's 'Then & Now' regional Australia tour in June and July this year, his October support performance for Canadian crooner Michael Buble, and other income in the 12 months since November 2017.

The talent management firm is also claiming commission on benefits it allegedly arranged for Sebastian, including a holiday in the Maldives, a Canon camera, Air Asia flights and a Toyota vehicle.

The cross-claim alleges 6 Degrees went above and beyond its brief in assisting in the production of Sebastian's music videos, his 2015 Eurovision performance, two of his songs performed on *X-Factor*, his Carols in the City performances, and several of his tours, including a support slot for US pop star Taylor Swift.

Both parties were recently ordered to discuss the prospect of going to mediation, with the matter next due to appear before court on February 14.



**Angus Thompson**



Angus Thompson is a court reporter for the Sydney Morning Herald.

---



### Case Study 5

After completing a curriculum based project in geography, Year 9 students gain approval to undertake a charity fundraiser to raise money for a girls education charity in Fiji. As this can be seen as fostering social and moral development as well as a connection to the curriculum being taught school assets can be used to support the venture. The school accounts for the fundraising as a third party transaction on behalf of the students. This fundraising activity is consistent with section 83C.

## P&F Associations

P&F Associations are generally structured in one of the following ways:

- Separate legal entity - as incorporated associations under the NSW Associations Incorporation Act 2009.
- Not a separate legal entity - as a volunteer group of parents under the governance structure of the school.

The potential application of not-for-profit requirements to P&F Associations or groups of parents or other bodies, is based upon their legal status.

### SUMMARY

P&F Structures	Legal Status	Not-for-Profit Application
P&F Associations structured as incorporated associations under the NSW Associations Incorporation Act 2009.	Separate Legal Entity	Funds raised by a separate legal entity to the school may be outside the legislative requirements of Division 3, Section 83 of the NSW Education Act 1990, so long as those funds are not paid to the school.  Funds raised and paid to a school become an asset of the school and as such are subject to the requirements of the Act.
Groups of volunteer parents and friends established as notional sub entity of a school.	The group of parents and friends do not have a separate legal entity from the school.	Funds raised by volunteer parents and friends as a sub-entity of the school are within the requirements of Division 3, Section 83 of the NSW Education Act 1990. The funds are subject to all the requirements contained within the not-for-profit provisions of the Act, and the funds need to be directed towards the operational needs of the school. Parents and friends raising funds for non-school donations must advise the community of the beneficiary before fundraising. Receipts and payments of the fundraising should be accounted for separately by the school as third party transactions. For example, a separate balance sheet or GL account.



## Use of School Income and Good Procurement Practices

Schools need to consider reasonable market value throughout the procurement process, especially when making payments to a related entity, other person or body for the procurement of property, goods or services. Schools should have appropriate procurement practices and policies in place to help ensure they are not paying above reasonable market value.

In addition, schools should also seek to have adequate records management processes in place when it comes to their procurement of goods and services.

Schools should consider implementing the following policies and documentation to help ensure that they are conducting their procurement activities in accordance with section 83C of the Act:

- use tenders, expressions of interest, preferred suppliers or competitive procurement processes for items of significant expenditure or long-term contracts;
- have a policy of getting three (3) or more quotes for lesser value procurement;
- have policies which adequately address the following matters;
  - conflicts of interest;
  - related-party transactions;
  - fraud and corruption;
  - appropriate delegations in relation to expenditure and procurement;
  - supplier registration and performance monitoring;
  - the collection and maintenance of procurement records (covering requisition and receipt);
- practices which keep all related documentation i.e. quotes not used will support evidence for the selection of the final supplier.
- staff awareness and training regarding procurement/ policies.
- clear board minutes detailing all approved actions.

