

# ENROLMENT TERMS AND CONDITIONS

Students are enrolled at the School on the terms and conditions set out below.

## I. ENROLMENT

- 1.1 An offer of enrolment is for commencement in a particular year. To defer an accepted offer of enrolment at the School, prior to commencement:
- the enrolment will be cancelled and the enrolment fee for this place will not be refunded;
  - the Caregivers will be required to pay a further enrolment fee in respect of the deferred entry year and the Student will be placed on the wait list for the deferred entry year; and
  - the Student's wait list date will be the date of the deferment.
- 1.2 For Kindergarten students, the enrolment may be deferred to Kindergarten entry in the following year where the decision is based on the developmental needs of the student. In this case, Clause 1.1(a) and 1.1(b) do not apply.

## 2. FEES AND CHARGES

- 2.1 Caregivers must pay:
- all applicable fees and charges in accordance with the schedule of fees for the relevant year; and
  - payment of fees for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the student as selected by the Caregivers or determined by the School from time to time as invoiced by the School.
- 2.2 Schools fees and charges are usually increased each year. Such increases may be in excess of changes in the Consumer Price Index. Towards the end of each year the School issues the schedule of fees for the following year.
- 2.3 Caregivers must pay or reimburse the School for:
- any incidental expenditure incurred by the School on behalf of the Student from time to time including for items such as books, excursions, educational programs, stationery and equipment; and
  - all medical and ambulance expenses incurred by the School on behalf of the Student.
- 2.4 Caregivers are to pay all fees and charges when due. Caregivers are jointly and individually responsible for the payment of all fees and charges.
- 2.5 If Caregivers fail to pay an account for fees and charges within 30 days of the due date they will be liable to pay a default charge which reflects the administrative and financial cost to the School in collecting the outstanding fees and charges. The default charge is calculated at the rate specified in the Fees Schedule on the balance owing from the due date until the balance owing is paid in full.
- 2.6 If an account for fees and charges is not paid in full within 60 days from its due date the School may:
- suspend the Student's enrolment until a satisfactory arrangement for payment is made; and/or
  - terminate the Student's enrolment.
- 2.7 The School may take all actions it considers appropriate to collect amounts owed to the School.
- 2.8 The Caregivers agree to reimburse the School for all liability, loss, costs and expenses (including, without limitation, legal fees and debt recovery agents) in connection with any failure to pay the fees and charges.

## 3. STUDENT'S OBLIGATIONS

Students are required to have high standards of behaviour and:

- abide by the Student Code of Conduct and any other School policies or rules as they apply from time to time;
- behave courteously and considerately to each other and to staff at all times;
- not do anything which may adversely affect the reputation of the School, including in print and electronic media;
- support the goals and values of the School;
- attend and, as required participate in:
  - assemblies;

- the School sports program;
  - important School events as determined by the Principal; and
  - camps and excursions that are integral to the curriculum;
- wear the School uniform as prescribed and follow standards of appearance in accordance with the School guidelines and the expectation of the School community; and
  - attend the School during School hours, except in the case of sickness or where leave not to attend has been given.

## 4. CAREGIVERS' OBLIGATIONS

Caregivers:

- are required to assist and require the Student to comply with the above requirements of students;
- must support the goals and values of the School;
- must read the Weekly Bulletin and any other specific communication or portal/website the School notifies the Caregivers that they must regularly review;
- must accept and abide by the requirements and directions of the School Council and the Principal relating to the Student or students generally and not interfere in any way with the conduct, management and administration of the School;
- while on the School premises, or attending School activities elsewhere, must comply with School procedures, the requests of staff, and with any applicable code of conduct of the School or any sporting association of which the School is a member; and encourage others attending in relation to the Student to do the same;
- are to comply with the procedures specified by the School and the directions of staff in relation to picking up and dropping the Student at or near the School;
- must advise the School in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Form (including any change to the person to whom accounts are to be sent), within one (1) month of such change;
- are to use their reasonable endeavours to attend parent teacher interviews and parent forums;
- must communicate with students, parents, visitors and staff members in a courteous manner; and follow the communication guidelines laid down by the School from time to time; and
- must ensure the Student has each item of official required uniform, clean and in good repair; and all other requirements such as textbooks and stationery.

## 5. ABSENCE, WITHDRAWAL AND EXCLUSION

### Absence

- 5.1 No remission of fees and charges either in whole or in part will be made where a Student is absent due to illness or leave.
- 5.2 Requests for leave from School activities, including academic and co-curricular programs, and for early departure at the end of a day or term and/or late return from breaks are, in general, permitted only in exceptional cases, and application must be made in writing to the Principal.

### Withdrawal

- 5.3 Caregivers must give at least one full term's notice in writing to the Principal to terminate the Student's enrolment. Notice must be received by the School no later than the last day of the preceding term. For example, where it is intended that a Student's enrolment will terminate at the end of Term 3, written notice must have been received at the School no later than the last day of Term 2.
- 5.4 If Caregivers do not give the required notice of termination of the Student's enrolment, they must pay to the School one term's fees (tuition and boarding if applicable), plus GST as applicable.

## Exclusion

- 5.5 The Student may be temporarily or permanently excluded from the School by the Principal (or any person authorised by the Principal to take such action) at his or her absolute discretion if they consider the Student has:
- breached the Student Code of Conduct or the School's rules or policies in place from time to time; or
  - otherwise engaged in conduct which is prejudicial to the School, its students or staff.
- 5.6 The Student may also be permanently excluded from the School if the Principal considers that a mutually beneficial relationship of trust and co-operation between a Caregiver and the School has broken down to the extent that it adversely impacts upon that relationship.
- 5.7 Before the School exercises its power to exclude a Student it will provide the Student and Caregivers with details of the conduct which may result in a decision to exclude the Student and provide them with a reasonable opportunity to respond.
- 5.8 No remission of fees and charges either in whole or in part will be made where a Student is suspended or excluded.

## 6. COURSES AND ACTIVITIES

The School determines which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory. The School's academic and other programs and activities may be changed without notice at any time. This may include discontinuance of teaching subjects and other programs.

## 7. SPECIAL NEEDS

The Caregivers must fully disclose any special needs or changes in special needs of the Student (including but not limited to any medical, physical, learning or psychological needs) in the Enrolment Form, and subsequently as soon as they become aware of those special needs or changes in special needs.

## 8. MEDICAL CONDITIONS AND TREATMENT

- 8.1 Caregivers must complete and return a Student Medical Form as required by the School prior to the commencement of the Student and as required by the School from time to time. Caregivers must keep the School informed of any changes to the Student's health as reflected on the Student Medical Form and provide any medical information required by the School including medical reports.
- 8.2 Caregivers must notify the School immediately if the Student has a communicable infection or condition.
- 8.3 If the Student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and if the Caregivers are not readily available to authorise such treatment, the Caregivers authorise the Principal or, in the Principal's absence, a responsible member of the School staff to give the necessary authority for such treatment.

## 9. PROPERTY

- 9.1 The Student's personal property is not insured by the School, and the School does not accept any responsibility for loss of or damage to the Student's personal property.
- 9.2 The Principal may search the Student's bag, locker or other possessions where the Principal considers there are reasonable grounds to do so.

## 10. PRIVACY AND EX STUDENTS DATA BASE

- 10.1 The Caregivers acknowledge that the School may from time to time collect personal information about Caregivers and Students before and during the course of a Student's enrolment at the School. This may be in writing or in the course of conversations. The primary purpose of collecting this information is to enable the School to provide schooling to the Student and to enable them to take part in all the activities of the School, but is also relevant for the Student's education, health, care, welfare and development.
- 10.2 Some of the information the School collects is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care. Laws governing or relating to the operation of the School require certain information to be collected and disclosed. This includes relevant education, health and child protection laws.
- 10.3 Health information about Students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act.

- 10.4 The School from time to time discloses personal and sensitive information about the Caregivers and the Student to others for administrative and educational purposes. This includes to other schools, government departments, medical practitioners, and people providing services to the School, including specialist visiting teachers, sports coaches, volunteers and counsellors.
- 10.5 The School may store personal information about the Caregivers and the Student in the 'cloud' which may mean that it resides on servers which are situated outside Australia.
- 10.6 The School's Privacy Policy, as displayed on the School's website, or as otherwise published sets out how Caregivers and Students may seek access to personal information collected about them. The School's Privacy Policy also sets out how you may complain about a breach of privacy and how the School will deal with such a complaint.
- 10.7 From time to time, the School engages in fundraising activities. Information received from the Caregivers may be used to make an appeal to Caregivers. It may also be disclosed to organisations that assist in the School's fundraising activities solely for that purpose. The School will not disclose Caregivers personal information to third parties for their own marketing purposes without the Caregivers consent.
- 10.8 On occasion, information such as academic and sporting achievements, Student activities and similar news is published in School programs, records of achievement, newsletters and magazines and on the School's website, including the School's social media presence. This may include publication in newspapers or other public media arranged by the School. Photographs, audio, video or other digital media of Student activities such as sporting events, school camps and school excursions may be taken for publication in School newsletters and magazines and on the School's website. The Caregivers consent to the Student being identified (including being named, photographed, recorded in audio, video or other digital media) in material used to promote the School (eg in School programs, records of achievement, publications, digital media or the School's or affiliate's websites) unless the Principal has been advised or is advised in writing that the Caregivers do not give this permission. No student image and corresponding name will be included in any advertising material or vehicle without caregiver consent.
- 10.9 If the Caregivers provide the School with the personal information of others, such as doctors or emergency contacts, the School encourage the Caregivers to inform them that the information is disclosed to the School and why, that they can access their information if they wish and that the School does not usually disclose the information to third parties.
- 10.10 If the Student leaves the School after completing at least one full academic year the Caregivers give permission for their name and address to be included on the Ex-students' database. The primary purpose of retaining this information is to enable the School to inform the Student about the School's activities and to keep alumni members informed about other members. If you do not agree to this, please advise the School.

## 11. COURT ORDERS AND PROVISION OF REPORTS

- 11.1 The Caregivers are, where relevant, to provide to the School all current Family Court or other court orders relating to the Student. Such information will be dealt with in accordance with the School's Privacy Policy.
- 11.2 The School will send academic reports to the address or addresses notified by the Caregivers. If the Caregivers are separated or divorced, reports will be sent to each of the Caregivers on request to the address notified by each Caregiver unless there is an order of a court or an agreement that reports are to be sent to only one of the Caregivers.

## 12. GENERAL

- 12.1 The School may change these terms and conditions of enrolment at any time by giving the Caregivers two terms' notice.
- 12.2 The Caregivers' obligations to the School are joint and several.
- 12.3 In this document
- 'Caregivers' means the Student's parents or legal guardians, or, where the Student has only one parent or legal guardian, that parent or legal guardian.
  - 'Student' means the person identified on the Enrolment Acceptance Form as the Student;
  - 'Principal' means the principal or acting principal of the School, by whatever title she or he is known, and/or his or her nominee.