



## Terms and Conditions of Enrolment

---

This legally binding document applies if a student is offered enrolment at Gippsland Grammar (the **School**) and the Parent(s)/Guardian(s) have accepted the offer for their child to commence studies at the School. These Terms of Enrolment (the **Terms**) must be read, and accepted, prior to the School making an offer of enrolment to a student.

The Terms continue to apply for the duration of a student's enrolment at the School, unless amended by the School, and form a legally binding contract between the Parent(s)/Guardian(s) and the School.

Any right, entitlement, obligation of or action required by the School under the Terms may be exercised by the Principal and/or the School Board (whichever is deemed appropriate by the School) on behalf of the School.

The Parent(s)/Guardian(s) acknowledge that they have read, understood and agree to the following in relation to their child(ren) who are enrolled at the School (the **Student**):

### General

1. The School reserves the right, subject to legal requirements, to select the students who attend the School according to the School's policies as varied from time to time. The School may, in its absolute discretion, reject an application for enrolment.
2. Parent(s)/Guardian(s) must understand and comply with all of the School's policies, including but not limited to the School's Enrolment Policy, (**Policies**). The Policies do not form part of, and are not incorporated into, the Terms.
3. Parents/Guardians must ensure that the School's records in relation to the Student are correct and up to date and, accordingly, must advise the School as soon as possible of any changes to the Student's records, including the Student's or the Parent(s)/Guardian(s)' contact information.
4. The Student must wear the uniform of the School properly so as to develop pride in personal appearance as well as develop a sense of belonging and responsibility.
5. The Student must care for the buildings, furniture and equipment of the School and are financially responsible for damage caused through carelessness or neglect.
6. The Student may not leave the School property during school hours without permission of the Principal or the Deputy Principal.
7. Whether at the School, at a School function, or travelling, students are not permitted tobacco, non-prescribed drugs or alcoholic drinks.
8. The School reserves the right to suspend or terminate the enrolment (and terminate the Terms where applicable) of any student whose influence is regarded as harmful to the interests of other students.
9. Parent(s)/Guardian(s) acknowledge that the School may change the curriculum or courses that it offers from time to time at its absolute discretion.
10. Students may freely access or be referred to student services such as counselling, careers guidance or enhanced learning. As deemed necessary student services staff will make every effort to inform and involve Parent(s)/Guardian(s), giving due consideration to their respective professional standards.
11. Students must abide by, and Parent(s)/Guardian(s) must ensure that the Student abides by as far as reasonable, all conditions of the "Acceptable use of ICT" Policy regarding access to and use of all internet facilities.

12. The Terms are governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.

#### **Parent(s)/Guardian(s)' Conduct**

13. Parent(s)/Guardian(s) and students will, through attitude and action, respect the Christian faith of the School and cooperate fully in all that promotes their complete education.
14. Parent(s)/Guardian(s) will take an active part where possible in the activities of the School and cooperate with the School in providing the Student's education.
15. Parent(s)/Guardian(s) must behave in such a manner that the image of the School is not negatively affected or brought into disrepute and to treat and deal with the School's employees, representatives, other parents and students with respect and consideration.
16. If the Principal believes that a mutually beneficial relationship of trust and cooperation between the Parent(s)/Guardian(s) and the School or any of its staff has broken down to the extent that it adversely impacts on their relationship with the School or poses a safety risk to staff, the Principal may require the Parent(s)/Guardian(s) to remove the Student from the School and terminate the Student's enrolment (and terminate the Terms where applicable) together with any other child or children they have enrolled at the School.
17. Parent(s)/Guardian(s) agree to comply with the School's Parental Charter.
18. Parent(s)/Guardian(s) agree to assist the School in discharging its obligations under the *Child Wellbeing and Safety Act 2005 (Vic)* by participating in investigations in relation to allegations of "reportable conduct", or taking any other steps to assist the School with its child safety statutory obligations, if requested to do so by the School or regulatory authority.

#### **Medical Conditions and Special Needs**

19. Parent(s)/Guardian(s) must divulge, with appropriate documentation, all relevant details regarding any medical conditions, disabilities, special learning needs or other conditions that may impact upon the School's ability to properly care for the Student, and to enable consideration of any reasonable adjustments and facilities that may be required. Such information must be based on all current information available to the Parent(s)/Guardian(s) at the relevant time.
20. During the period that the Student is enrolled at the School, Parent(s)/Guardian(s) must, as soon as practicable, bring to the School's attention, with appropriate documentation, any new medical conditions, disabilities, special learning needs or other conditions affecting the Student that may impact upon the School's ability to properly care for the Student, and to enable consideration of reasonable adjustments to services and/or facilities that may be required.
21. In the event that the Student suffers from an injury or illness, the Parent(s)/Guardian(s) authorise the School to take whatever action is considered necessary for the wellbeing of the Student. This may include:
  - a) obtaining or providing such emergency or urgent medical treatment for the Student should such action be deemed necessary by the School or School staff; and
  - b) obtaining any medical treatment for the Student considered appropriate by the School or School staff in the circumstances.

The School will notify the Parent(s)/Guardian(s) as soon as possible and seek permission, where possible, for any operation/anaesthetic that may be required.

22. Parent(s)/Guardian(s) accept responsibility for any expenses incurred on behalf of the School or Student arising from such emergency or urgent medical treatment (including, but not limited to, the cost, if any, of ambulance transport). Further, the Parent(s)/Guardian(s) acknowledge that any subsequent medical consent requested on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

## **Privacy**

23. Parent(s)/Guardian(s) acknowledge and accept the School's Privacy Policy and consent to the collection, use and disclosure of personal information and sensitive information as provided for by the Privacy Policy.
24. The collection, use, storage and disclosure of information about individuals by the School is in accordance with the School's Privacy Policy and its obligations under the *Privacy Act 1988* (Cth).

## **Photos and Videos of the Student**

25. Parent(s)/Guardian(s) acknowledge and consent to the Student being photographed or videotaped, by an authorised representative of the School, from time to time within the School's grounds or participating in School events or activities, and to the use of these photographs or videos with the Student's name in School publications, advertisements, editorials, the School's website, social media, newspapers and other media.
26. Parent(s)/Guardian(s) understand and agree that if they do not wish to consent to the matters described at paragraph 25 above, or if they wish to withdraw the consent, it is their responsibility to notify the School.

## **Discipline of Students and Termination of Enrolment**

27. Parent(s)/Guardian(s) agree to support the School in lawful disciplinary actions undertaken by the School which the School deems as appropriate to modify, address and deal with the Student's behaviour and conduct.
28. The School reserves the right to impose on the Student any lawful disciplinary action that the School deems appropriate, or to suspend the Student or terminate the Student's enrolment at the School.
29. The School may suspend the Student, or terminate the Student's enrolment under the Terms, on the grounds of:
  - a) unsatisfactory conduct or performance;
  - b) failure to obey the School's rules, disciplinary procedures and/or policies;
  - c) failure of Parent(s)/Guardian(s) to comply with these Terms;
  - d) where Parent(s)/Guardian(s) acting in a way that is contrary to the School's Parent Charter;
  - e) failure of the Parent(s)/Guardian(s) to pay the Fees and Charges; or
  - f) for any other reason.
30. Where it is considered necessary, the School may authorise an appropriate School staff member to conduct a search of any of the Student's private belongings that have been brought onto the School's premises or to a School function or activity, including their School bag or locker, and may authorise a search of the Student's person or direct that his/her pockets or clothing be emptied.

## **Fees and Charges**

31. Parent(s)/Guardian(s) are jointly and severally liable for making full payment of all fees, charges and levies in relation to the Student as advised by the School from time to time (**Fees and Charges**).
32. Fees and Charges are subject to amendment by the School in its sole discretion at any time. Fees and Charges are payable by the Parent(s)/Guardian(s) in accordance with any relevant policy of the School as amended by the School from time to time.
33. The School reserves the right, which may be exercised at any time, to refuse to allow the Student to continue their education at the School, and to terminate the Student's enrolment, while any Fees and Charges remain unpaid. Only in exceptional circumstances, at the sole discretion of the School, will the Student be allowed to enter a new term if any Fees and Charges are unpaid.

34. If any Fees and Charges are overdue, the School may charge the Parent(s)/Guardian(s) interest and any reasonable administration costs incurred by the School in respect of managing the unpaid Fees and Charges.
35. Parent(s)/Guardian(s) will also indemnify the School for any costs associated in the recovery of unpaid Fees and Charges.
36. The School reserves the right not to refund Fees and Charges. However the Principal may, in their sole discretion, consider a request for a refund by a Parent(s)/Guardian(s).
37. Any agreement or act by the School not to strictly enforce the terms under the Terms in relation to Fees and Charges does not constitute a waiver of its rights to require the Student to be withdrawn from the School and to terminate the Student's enrolment.
38. Subject to the Terms, Fees and Charges are due and payable in all circumstances following enrolment. Allegations or bullying or instances of bullying towards the Student (or other behaviours) will not discharge any obligation of the Parent(s)/Guardian(s) to pay Fees and Charges.
39. The Principal is authorised by the School to take such steps as they consider necessary, including legal proceedings, on behalf of the School, to recover unpaid Fees and Charges.
40. Where circumstances change and the full payment of Fees and Charges could place unreasonable financial pressure upon families, the Parent(s)/Guardian(s) are to make immediate contact with the School's Business Office to discuss the possibility of alternate arrangements for payment of the Fees and Charges. However, any alternative arrangements are at the absolute discretion of the School.

#### **Withdrawal of Students**

41. If the Parent(s)/Guardian(s) wish to withdraw the Student from the School, the Parent(s)/Guardian(s) must give at least one term's notice in writing to the Head of Admissions of the School (and the written notice must be signed by both Parent(s)/Guardian(s), unless there is a court order to the contrary). If such notice is not given, Fees and Charges for half a term will be payable in full.
42. If the Student intends to not attend the School for a period of one term or more, the Parent(s)/Guardian(s) must make an application for the period of leave as soon as possible. The School will advise the Parent(s)/Guardian(s) in relation to whether or not the application for leave is approved. If the period of leave is not approved and the Student nevertheless takes the period of leave:
  - a) the Student will not have an automatic right to return to the School and the School is not obliged to maintain or hold the Student's enrolment; and
  - b) any Fees and Charges for that term will be due and payable by the Parent(s)/Guardian(s).

The School may in its discretion approve the application for leave, and hold the Student's enrolment open during the period of leave, on the condition that the Parent(s)/Guardian(s) make an advance payment of a non-refundable holding fee of not less than one term's fees.

43. Where the Student is absent from school during the term due to an injury or illness, and satisfactory evidence is provided in relation to that illness or injury, the School will endeavour to provide all reasonable support to the Student in order to assist the Student with meeting the curriculum requirements during that particular term.
44. Where the Student is absent from school during the term because the Parent(s)/Guardian(s) have decided to withdraw the Student from attending school so that they may attend a holiday or for other non- School related matters, the Parent(s)/Guardian(s) acknowledge and agree that any exam(s) and/or assessment(s) and/or any other curriculum task(s) that fall in or around the absence will not be re-scheduled or amended in any way to take account of the absence.

#### **Court Order**

45. Unless the School is supplied with a Court order or written authorisation signed by both Parent(s)/Guardian(s) which provides otherwise, the School will proceed and act on the basis that each of the Parent(s)/Guardian(s) has equal rights and responsibilities in relation to the

Student. The Parent(s)/Guardian(s) will at all times act in accordance with any relevant Court orders in their dealings with the School.

46. If there is a change in legal guardianship or care for the Student, the Parent(s)/Guardian(s) will immediately provide written notice to the School detailing the change (and provide any other relevant documentation) in addition to written consent from any other Parent(s)/Guardian(s), confirming the status of the Student's enrolment. The Parent(s)/Guardian(s) indemnify the School against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parent(s)/Guardian(s).

#### **International Students**

47. The obligations and guidelines contained within the *Education Services and Overseas Students Act 2000* (Cth) and the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, as amended from time to time will apply to international student enrolments.

#### **Signing Page**

I/We, the undersigned, (the "**Parent(s)/Guardian(s)**") agree to be bound by all the Terms and acknowledge joint and several liability for all Fees and Charges:

Name of Student: \_\_\_\_\_

Parent 1 /Guardian 1 Name: \_\_\_\_\_

Signature of Parent 1 /Guardian 1: \_\_\_\_\_

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

Parent 2 /Guardian 2 Name: \_\_\_\_\_

Signature of Parent 2 /Guardian 2: \_\_\_\_\_

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