

## Terms and conditions of enrolment

The Parent/s or legal guardian/s named in this Enrolment Agreement agree to the following terms and conditions in respect to the enrolment of the Student at the School:

### Acceptance of enrolment

1. The Parent accepts the offer of enrolment for the Student commencing at the start of the Entry Year Level (or such other date as agreed in writing) and continuing until completion of Year 12 or until the Student's enrolment is otherwise withdrawn or cancelled.

### Educational services

2. The School will provide for the benefit of the Student such of the Services it considers appropriate in accordance with its curriculum and as it may determine from time to time.
3. The School will publish the Educational Services it offers from time to time in its Schedule of Educational Services. Its course offerings, including curricular and co-curricular courses and programs will be determined by the School in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods (including by remote or on-line learning where considered necessary) and processes and other services affecting its students.
4. The Parent acknowledges that the School does not guarantee or represent any particular or specific student outcome or level of achievement for the Student in relation to any of its Educational Services.
5. The School may temporarily require students to transition to school-based remote or on-line learning arrangements, including learning from home, in circumstances where the School considers it necessary or appropriate to do so because of, but not limited to, concerns about student or public health and safety, a public health order or declared state of emergency in Victoria.

### Fees

6. The School tuition fees and other charges are set out in the Schedule of Fees as published by the School (which may be amended or varied by the School from time to time in its sole discretion). A proportion of funds raised or fees collected by the school may be used to support the operation of the ELC.
7. The Parent agrees to comply with the terms of the Schedule of Fees including terms and conditions regarding payment of fees.
8. Unless otherwise provided in the Schedule of Fees, the amount outstanding on any account from the School will accrue interest from the due date until it is paid at the rate for the time being fixed under section 2 of the Penalty interest Rates Act 1983 (Vic) (as amended or replaced from time to time).
9. If there is more than one Parent, they agree to be jointly and severally liable for the payment of all fees and charges payable to the School in respect of the enrolment of the Student, and that they remain jointly and severally liable irrespective of any other arrangement that may be reached between them, whether legally binding or otherwise.
10. Without prejudice to any other action or steps the School may take, while any fees or charges remain unpaid after their due date for payment, the School may, in its sole discretion, withhold any of the Educational Services from the Student and any sibling, or suspend the enrolment of the Student and any sibling, until the full amount outstanding is paid in full.



11. The School may in its discretion suspend or cancel the enrolment of the Student and any sibling if any fees or charges remain unpaid after their due date.
12. Any failure, delay or indulgence of the School in favour of the Parent in relation to the payment of any fees or amounts owing to the School is not a waiver of the School's rights in respect of such payment or its rights under this Agreement.
13. The Parent indemnifies the School in respect of any costs or charges incurred by it, including legal costs on an indemnity basis, in relation to any debt recovery action taken by the School to recover any unpaid fees or amounts.
14. The School reserves the right at any time as a condition of the Student's ongoing enrolment to require the Parent to provide security for the payment of the fees in such form as the School may require, including in the form of a registrable charge over any real property registered in the Parent's name.

## Policies and codes of conduct

15. The Parent agrees to comply with all policies, rules and procedures of the School (as introduced, existing or amended from time to time) including those relating to:
  - (a) the care, safety and welfare of students;
  - (b) standards of dress, uniform and appearance;
  - (c) equal opportunity and anti-discrimination;
  - (d) grievances and complaints;
  - (e) student behaviour and conduct and the discipline of students;
  - (f) privacy;
  - (g) parent behaviour and conduct; and
  - (h) social media and the use of information, communication and technology systems.
16. Students must comply with all school rules and policies applicable to them (as varied or amended from time to time) including those policies concerning student behaviour and conduct.
17. The Parent agrees to comply with any parent code of conduct or policy from time to time of the School concerning parent behaviour that sets out its expectations of parents who have students enrolled with the School. The Parent agrees that any breach of such a code or policy may result in the cancellation of the enrolment of the Student and any sibling.

## Student withdrawal and absence

18. The Parent is required to give to the School one full term's prior notice in writing to the Principal of their intention to withdraw the Student from the School, otherwise one term's fees in lieu of such notice will be payable. If a student leaves during a term without the appropriate notice no refund will be made for the remaining portion of the term.
19. The School may cancel the Student's enrolment at any time by giving notice of such cancellation to the Parent on the grounds of:
  - (a) the Student's unsatisfactory conduct, behaviour or attitude while attending school;
  - (b) the Student's school or class attendance is unacceptable;
  - (c) the Student engages in misconduct or breaches a policy of the School which the Principal considers to be serious, including a breach of any student code of conduct;



- (d) the Student's progress is such that, in the opinion of the Principal, the Student is not benefiting from the courses and programs provided by the School;
  - (e) a mutually beneficial relationship of trust and cooperation between the Parent and the School or any of its staff has broken down such that it adversely impacts on the ability of the School to provide a meaningful education to the Student;
  - (f) the behaviour or conduct of the Parent towards the School or to any of its staff breaches any parent code of conduct; or
  - (g) circumstances exist whereby the ongoing enrolment of the Student is considered to be untenable or is not in the best interests of the Student or the School.
20. No allowance or remission of fees will be made for absences of the Student occasioned through illness or any other cause. The School may in its absolute discretion provide fee remission or concession for temporary student absences subject to the terms and conditions set out from time to time in the Schedule of Fees or in a policy dealing with student absences.

## Personal property

21. The Parent agrees that the School will not be liable for any loss, damage or theft, howsoever occasioned, of any personal property that belongs to the Parent or the Student or any property otherwise in their possession, that is brought to school or to any school function or activity, whether or not held on the School's premises or premises occupied by the School.

## Images

22. The Parent gives permission for the Student to be photographed, filmed or recorded during school related activities, including musical, sporting or theatrical performances, and for such images to be used for learning or promotional purposes (such as being published on display boards, the school website, and in online and electronic publications), except where the Parent notifies the School otherwise in writing.

## Medical

23. The Parent will advise the School in writing of the Student's medical history and medical needs relevant to the Student's attendance at school including any significant illness or disability of the Student.
24. The School is authorised to obtain or provide such emergency or urgent medical treatment, medical assistance or first aid for the Student as may be deemed necessary in the circumstances by the School's staff members.
25. The Parent will be responsible for any costs or charges incurred by the School as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility.

## Court orders

26. The Parent must provide and disclose to the School on a timely basis any family court or other court orders that apply to or impact on the Student's enrolment and of which the School should be made aware.

## Australian Consumer Law

27. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.



## General matters

28. This Agreement is governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.
29. If any provision of this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
30. The School will not be liable to the Parent for any indirect or consequential loss or any loss of profit suffered by the Parent arising out of a breach by the School of this Agreement.
31. The Parent will not be entitled to set off against or deduct from the fees any amount owed or claimed to be owed to the Parent by the School or to be entitled to withhold payment of any account because part of the account is in dispute.

## Definitions

32. The following definitions apply to this Enrolment Agreement:

**Educational Services** are the educational courses or programs and the facilities and services provided by the School from time to time for the benefit of its students which are set out in more detail in the School's Schedule of Educational Services (which is published by the School and may be amended from time to time at the School's sole discretion).

**Fees** include all tuition fees, charges, special or other fees as published or advised by the School from time to time and which are payable in relation to the enrolment of the Student, including such fees and charges contained in the Schedule of Fees published and updated by the School from time to time.

**Parent** means the parent/s or legal guardian/s of the Student as named in this Agreement and, where there are two parents or legal guardians, then Parent is a reference to each of them jointly and severally.

**Principal** is the person referred to as the Principal of the School, or the person acting in that role from time to time, and who is appointed to the most senior leadership position in the school.

**the School** means Mentone Grammar School ACN 004 391 271 | ABN 87 616 069 977 | CRISCO Code 00323C of 63 Venice Street, Mentone in Victoria.

**Student** is the student named in this Agreement.

