

Girton Grammar School Enrolment Agreement 2022



Girton Grammar School

Enrolment Agreement - 2022

OUR ENROLMENT AGREEMENT

THIS ENROLMENT AGREEMENT forms the policy of Girton Grammar School Bendigo (School) in relation to:

- fees;
- charges;
- the administration of fees;
- the procedures and processes of enrolments; and
- the conditions of enrolment.

This document constitutes the sole and entire Enrolment Agreement between the Student, their Legal Guardian(s) / Parent(s) (Parent(s)) and the School (except where expressly indicated otherwise) and formalises the terms and conditions on which the Student will be enrolled with the School as a Student. Any warranty, representation, guarantee or other term or condition of any nature not contained or mentioned in this Enrolment Agreement is of no force or effect

For ease of reference the Enrolment Agreement is divided into four schedules:

**SCHEDULE A:
Services, Fees, Charges and Administration of Fees.**

**SCHEDULE B:
Capital Fees and the Enrolment process.**

**SCHEDULE C:
Conditions of Enrolment.**

**SCHEDULE D:
Confirmation of Enrolment**

In addition, the Enrolment Agreement includes the following documents:

- School Charter
- Fee Schedule
- Parent Code of Conduct
- Student Code of Conduct
- Behavioural Expectations Policy
- Complaints and Grievance Procedure
- Anti-Bullying and Harassment Policy
- Privacy Policy
- Refund Policy for Overseas Students

Parent(s) must read the Enrolment Agreement carefully prior to signing the Confirmation of Enrolment form and must not rely on verbal representations from the School that is different to what is set out in this Enrolment Agreement. If there is a dispute, the School will refer to this Enrolment Agreement and the School Policies to establish enforcement of terms and conditions of enrolment.

By signing the Confirmation of Enrolment the Student and their Parent(s) understand and agree to accept all the terms and conditions of the Student's enrolment with the School and agree to comply with the School's rules, regulations, policies and procedures, as amended from time to time.

The Enrolment Agreement is governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria. Complaints will be managed in accordance with the School's Complaints and Grievances Procedure.

Enquiries regarding any aspect of schedules A and B may be directed to the Chief Financial Officer. Enquiries regarding any aspect of Schedule C and D may be directed to the Head.

Please note: The Head determines the enrolment status of a Student on behalf of the School.

SCHOOL FEES

Finance Plans

The School recognises Deposits and Fees may be a major financial burden for some parents or even a barrier to entry of prospective Students. The School does not provide credit facilities to any parent.

A number of financial institutions have financial plans specifically designed to cover Independent School fees, two of which are Edstart, 1300 139 445 and Futurity 1800 345 456. The School makes no representations in relation to these plans. Parents / Guardians must make their own informed decisions directly with the applicable financial institution.

Brochures for both of these institutions are available from the School's Business Office at 48 Wattle Street, Bendigo.

The School does not actively recommend any financial plan, but merely distributes brochures on behalf of Edstart and Futurity. At no time does the School accept responsibility for the administration and management of any financial plan and issues that may arise affecting parents.

SCHEDULE A: Services, Fees, Charges and Administration of Fees

1. GOODS AND SERVICES TAX

- 1.1 All Fees stated herein are exclusive of GST. Should GST be payable, in accordance with legislation, then the said amount of GST will be charged. Accounts provided to the Parent(s) will list any GST that has been charged. Should you wish to know what Fees are subject to GST, please contact the Chief Financial Officer.

2. EDUCATIONAL SERVICES

2.1 The School provides educational services to children from Preparatory to Year 12. The School provides educational services in accordance with the School's registration for:

- (a) Junior School Preparatory – Year 6
- (b) Senior School Years 7-12

2.2 From years 7 to 12, the School offers educational services to both local and overseas students (see Schedule A, Clause 9 for further information regarding overseas students).

2.3 The education offering from Girton Grammar School for students in Years Prep to 11 follows the Australian Curriculum as prescribed by the Australian Curriculum, Assessment and Reporting Authority (ACARA).

2.4 Students in years 11-12 are offered the Victorian Certificate of Education (VCE) and a limited offering of Vocational Educational Training (VET), Victorian Certificate of Applied Learning (VCAL) and School Based Apprenticeships to select from.

2.5 Some VCE and other course subjects are available for students to undertake via distance education, within the individual student's timetable, on campus at Girton Grammar School

2.6 All courses of study take place on campus with the exception of some VET and VCAL subjects which are undertaken at the Bendigo TAFE campus

2.7 The School does not guarantee all subjects will be available for selection in years 11-12.

2.8 The School encourages each Student to achieve their personal best but does not make specific promises or representations of any kind regarding specific academic outcomes, results or individual Student achievement, and no such representations are to be implied on the basis of the School accepting the Student for enrolment.

Modes of Study

2.9 The School's course is primarily classroom based on campus teaching, which may be carried out by remote means from time to time as required, and may include programs, camps and excursions and work experience placements.

2.10 In order to complete the course requirements, Students will need to complete set learning outcomes and undertake a variety of assessments, which may include, but not limited to:

- Assignments
- Essays
- Tests
- Case studies
- Analysis
- Oral Presentations
- Examinations

2.11 The School year is broken into two Semesters of two terms each, with holiday periods in between. Term dates can be found on the Girton Grammar School website.

2.12 Course content and modes of study will differ depending on the term and year level the Student is enrolled in.

3. TUITION FEES (AUSTRALIAN STUDENTS)

3.1 Tuition fees can be paid annually or by four instalments. Discounts only apply if the payment criteria detailed below are met. Fees for the 2022 academic year are set out below (fees for subsequent academic years are subject to change):

	Annual Fee without discount for 2021	Annual fee with discount if paid in full by 5pm, last business day of November	Instalment Fee with no prompt payment discount	Instalment Fee with prompt payment discount
Tuition Fee: Preparatory to Year 6	\$11,872.00	\$10,655.00	\$2,968.00	\$2,718.00
Tuition Fee: Years 7 to 12	\$14,656.00	\$13,383.00	\$3,664.00	\$3,414.00

3.2 The prompt payment discount of \$250 per instalment per Student will apply if your account balance is paid in full by 5pm on the last business day for the School in the months of November, January, April, and July. This discount DOES NOT apply to Late Withdrawal Fees referred to at clause 7.2.

Please do not leave your payment to the last minute. The School is not responsible for, nor will it recognise any delays howsoever caused.

3.3 Where annual fees are paid by 5pm on the last business day of November the following discount will apply:

- the prompt payment discounts of \$250 (i.e. \$1000 in total)
- a 2% reduction of the remaining annual balance after the prompt payment discounts have been deducted.

3.4 The Parent(s) / Guardian(s) may elect to pay fees a number of years in advance. In such instances they will attract the discounts referred to above. However, they will still be liable for any fee increases levied in the pre-paid years. Such fee increases and any other account arrears are to be paid by 5pm on the last business day of November, or Parent(s) / Guardian(s) will forfeit the prompt payment discount for that year.

3.5 A request for a donation to the Building Fund/ Library Fund/Scholarship Fund may accompany each instalment, or be sent separately. This amount is both voluntary and tax deductible.

- 3.6 Allegations or instances of bullying by or against the Student (or other behaviours) or the commencement of the Complaints and Grievance procedure will not discharge an obligation to pay tuition fees and other payments.
- 3.7 Should any payment by a Parent / Guardian(s) be dishonoured by his/her bank, the dishonour fees arising will be charged back to the Parent and any prompt payment discount may be forfeited unless alternative payment is made before the discount deadline.
- 3.8 No Student will be permitted to return to School at the commencement of the year if any prior year's fees remain outstanding or if any portion of annual fees for the current year are outstanding.
- 3.9 In respect of instalment fees, no Student will be permitted to return to school in:
- **Term 1** if the account balance due on the last business day of November is outstanding
 - **Term 2** if the account balance due on the last business day of January is outstanding
 - **Term 3** if the account balance due on the last business day of April is outstanding
 - **Term 4** if the account balance due on the last business day of July is outstanding.
- 3.10 Where payments on an account are consistently overdue and outside the stated terms for payment, the School reserves its right to request that fees be paid in advance, or, impose alternative payment terms on that account. Any adjustment or alteration to the terms for payment would be advised to the Parent(s) in writing separately from this Agreement. It is an established School practice to refer overdue accounts (> 30 days) to a debt collection agency and a credit report may be obtained without any further notice to the parent. Payment of all legal costs, commissions and sundry expenses associated with the recovery of accounts outside of the stated payment terms will become the liability of the Parent(s).
- 3.11 If the Parent(s) defaults in payment by the due date of any amount payable to the School, then without prejudice to any of its other accrued or contingent rights, the School shall be entitled to:
- a. Charge interest on the amount of monies outstanding from the day following the date due for payment until the date payment is made at the prevailing rate pursuant Section 2 of the Penalty Interest Rates Act 1983 (Vic) calculated on a daily basis. The parties agree that this amount is a genuine pre-estimate of the School's damages and is not a penalty;
 - b. Claim from the Parent(s) all costs, expenses and charges incurred on any account whatsoever on an indemnity basis including but not limited to any action taken by the School to recover monies owing by the Parent(s), including but not limited to debt collection and mercantile agent's costs and commission fees, skip trace and location fees, and legal costs and disbursements on a solicitor/client basis;
- c. Credit any payments received from the Parent(s) first against any interest charges and costs and all such charges shall be payable upon demand.
 - d. Refuse to allow a Student to continue at the School or attend camps, excursions and tours while any fees or charges remain unpaid after payment is due.
- 3.12 Parent(s) acknowledge that any agreement or act by the School not to strictly enforce the terms under this Enrolment Agreement in relation to Tuition Fees does not constitute a waiver of its rights to require the Student to be withdrawn from the School and to cancel the Student's enrolment.
- #### 4. FEE REDUCTION POLICY
- 4.1 In certain extenuating circumstances, a reduction in fees may be appropriate and application should be made in writing to the Head. Any concession given is at the discretion of the Head. For example: Illness
- 4.2 A rebate may apply resulting from absence through illness, supported by a medical certificate, for a period of fifty school days or more per year, where a continuing place in the School is to be reserved.
- 4.3 The rebate will be 50% of Tuition Fees for the period exceeding 50 school days.
- ##### Discretionary Withdrawal
- 4.4 Withdrawal of a Student temporarily with the Head's permission does not attract a rebate of fees. Where a Student is withdrawn temporarily without the Head's permission, the Student's place may be lost.
- ##### Official Interschool Exchange
- 4.5 Official exchanges, as defined by the Head, of one term or longer, may qualify for a rebate of fees for the duration of the exchange. This should be discussed with the Head. Any exchange less than one term will not qualify for a rebate of fees.
- 4.6 A \$100 administration charge applies to all exchanges.
- ##### Family Leave
- 4.7 When a family seeks leave in excess of two terms and a place is reserved, this may qualify for a rebate of fees. This should be discussed with the Head. Such granting of leave is at the Head's discretion. A pro-rata prompt payment discount will apply to the fee charged, if paid by the date specified.
- #### 5. EXPULSION
- 5.1 No rebate of fees will be made should a Student leave owing to misconduct, including suspension and expulsion.
- 5.2 During any period of suspension, the Parent(s) will be required to continue paying all School fees.
- 5.3 In the event that a Student is expelled from the

School, the current term's tuition fees remain due and payable, inclusive of any co-curricular or extra-curricular activities for which commitment has been made. Depending on the circumstances of the enrolment termination, the School may elect at its sole discretion to waive all or part of any outstanding tuition fees.

6. ADDITIONAL CHARGES

- 6.1 It is of the utmost importance that Parent(s) are aware of these charges when accepting a place at the School.

Extra Subject Tuition Fees, Excursions, Camps, Co-Curriculum etc.

- 6.2 Excursions, camps, extensions to teaching and other activities will occur throughout the year. Such events are charged on a cost recovery basis, including any insurance, ground hire, transport etc.
- 6.3 Excursions, extra subjects, camps and the like are a prescribed portion of the Student's tuition at the School. Unless the Head gives prior approval, non-attendance will result in a Student being charged the cost of the event. If the Student is withdrawn from a compulsory camp after the cut off date, Parent(s) will be charged for the cost of the camp that wasn't attended as well as the alternative School based activity.
- 6.4 For your information, as a guide only, the cost of camps in 2019 were:

YEAR	0	1	2	3	4	5
COST	\$14	\$60	\$240	\$360	\$290	\$290
YEAR	6	7	8	9	10*	VCE
COST	\$720	\$480	\$75	\$420	\$94 -\$530	\$320

- 6.5 The actual costs of camps will be charged to the monthly accounts. The costs in subsequent years may vary from the above.
- 6.6 Tuition fees for extra subjects are published separately and will be charged to the monthly accounts. These subjects may include: Music Tuition; other Performing Arts Courses; Contemporary Dance-Creative Movement as an Art Form; Tennis; Gymnastics; English as a Second Language; Speech Pathology and Therapy; Psychological Services and others. See the individual application forms for full details and conditions.
- 6.7 Periodically the School will offer Students the opportunity to participate in an overseas tour. Attendance on such tours is voluntary: however, once committed, the full cost of the tour will be payable even if the Student is withdrawn. Where any account is in arrears at the time of the tour, the Student will not be permitted to attend and all costs associated with the trip will be forfeited. It is recommended that Parent(s) take out appropriate travel insurance or accept the risk themselves.

- 6.8 The cost of printing is charged on a cost recovery basis. An initial printing charge of \$25 per Student is made at the commencement of Term 1. Balances are reviewed at the end of each term and top up charges are made as necessary for usage.
- 6.9 An annual year-level Curriculum levy will be raised to cover, but not limited, to the Junior School levies, Physical Education, Carnival Events, House levy, bus services for compulsory school events such as Carols Service and Speech Night rehearsals, and ICT charges for each year level.

ANNUAL YEAR LEVEL CURRICULUM LEVY - 2022					
YEAR	0	1	2	3	4
COST	\$425.70	\$379.50	\$366.95	\$491.25	\$489.30
YEAR	5	6	7	8	
COST	\$476.20	\$541.75	\$541.35	\$563.90	
YEAR	9	10	11	12	
COST	\$759.90	\$797.00	\$316.65	\$283.05	

Non-tuition charges that cannot be equitably charged across a year level, for example, costs associated with elective subjects or co-curricular participation, will continue to be billed to individual student accounts. All students will be charged an opening printing balance on enrolment, and the print balance will be adjusted according to the individual child's print usage. Camps, excursions, incursions and co-curricular activities will continue to be charged separately to tuition fees and the curriculum levy and will vary from year to year, depending on the activities undertaken

7. WITHDRAWAL OF STUDENTS

- 7.1 To withdraw a Student from the School, at least one complete term's written notice, including the preceding vacation, must be given in writing to the Head. The Parent(s) / Guardian(s) acknowledge that the School may suffer loss if this notice requirement is not complied with.
- 7.2 The School may charge a Late Withdrawal Fee per Student, equal to 70% of the applicable tuition fee listed in the table at clause 3.1 under the heading "Instalment Fee with no prompt payment discount" that would have been payable if the Student was not withdrawing, where the Parent(s) do not comply with the notice requirements provided at clause 7.1.
- 7.3 The Late Withdrawal Fee referred to in clause 7.2 is payable by the Parent(s) / Guardian(s) 30 days from the School's receipt of the written notice to withdraw the Student from the School and for the avoidance of doubt the School may, at the School's discretion, deduct the Late Withdrawal Fee from fees of any kind already paid to the School in advance that would otherwise be refundable to the Parent(s) /Guardian(s).
- 7.4 The parties acknowledge and agree that the Late Withdrawal Fee, payable pursuant to clauses 7.2 and 7.3, is reasonable and represents a genuine pre-

estimate of any loss that may be suffered by the School as a result of a breach of clause 7.1.

- 7.5 Once the signed Confirmation of Enrolment is received, and the first instalment of the Capital Fee is paid, the Student is deemed to be enrolled in the School. Hence the notice of withdrawal period as described in Clause 7.1 is required to be given if Parent(s) subsequently decides not to proceed.
- 7.6 The Application and Administration fees will not be refunded if Parent(s) / Guardian(s) decide to withdraw a Student at any time, or a Student does not commence at the School.
- 8. SCHOLARSHIPS AND BURSARIES**
- 8.1 Scholarships and Bursaries are awarded at the discretion of the Head. Enquiries should be made to the Registrar or Head.
- 9. OVERSEAS STUDENTS (Years 7-12)*
Fees**
- 9.1 The fees for Overseas Students are as follows:
Annual Tuition fees \$29,699
- 9.2 Girton Grammar School does not offer Boarding or Homestay.
The annual tuition fee includes all charges for tuition and compulsory excursions during term time, The Tuition Fee, is payable annually in advance and prior to the Student's arrival in Australia.
- 9.3 Monies received from Parent(s) / Guardian(s) on behalf of overseas Students will be placed in the School's trust account. Any interest earned, less bank fees and an administration charge, is assigned to each individual's account.
- 9.4 Clause 9 of this Agreement should be read in conjunction with the Refund Policy for Overseas Students. Copies are available from the Business Office by request.
English Language Requirements
- 9.5 To ensure Overseas Students have the best possible chance of successful completion of courses at Girton Grammar School, they are required to undertake a pre-requisite English Language proficiency test via the International English Testing System (IELTS). Overseas Students must achieve a minimum test score of 5.5 or a minimum test score when combined with at least 10 weeks English Language Intensive Courses for Overseas Students (ELICOS) of 5.0 or a minimum test score of 4.5 when combined with at least 20 weeks ELICOS.
Overseas Student Contact Details
- 9.6 Girton Grammar School will only offer enrolment to international students aged under 18 years where the student will reside at all times in Victoria either:
- in the care of a parent or legal guardian, or
 - in the care of a close relative nominated by the parent/legal guardian and approved by the Department of Home Affairs (a DHA approved relative)

Girton Grammar School does not issue Confirmation of Appropriate Accommodation & Welfare (CAAW) arrangements accepting responsibility for unaccompanied students aged under 18, and will not arrange homestay or boarding. Girton Grammar School does not engage in contracts with commercial Education Agents.

- 9.7 Overseas Students must have an adult guardian who is resident in Australia.
- 9.8 Overseas Students must notify the School of his or her contact details including their current residential address, mobile number (if any) and email address (if any), who to contact in emergency situations and any changes to those details within 7 days of the change. [this is a requirement under the National Code of Practice for Providers of Education and Training to Overseas Students 2018].
Overseas Students - internal and external complaints and appeal process
- 9.9 The School has an internal and external complaints and appeals process, please see Schedule C, Clause 9 of this Agreement. The School's Complaints and Grievance Policy can be found on the School's community online portal, Astra.
- 9.10 The Conditions of Enrolment, which constituted a written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of any overseas students to take action under the Australian Consumer Law if the Australian Consumer Law applies [This is required by the National Code of Practice for Providers of Education and Training to Overseas Students 2018].
- 10. TAX DEDUCTIBLE FUNDS**
- 10.1 The School operates three tax deductible funds. These are the Building Fund, the Library Fund and the Scholarship Fund. Donations to date have been instrumental in funding the Campus development and providing new technology and books for the Library. The Scholarship Fund will be used to make a Girton education available to a broader range of students.
- 10.2 All donations will be issued with a receipt that will enable the donor to claim a tax-deduction.
- 10.3 In addition, non-deductible payments can be made in sponsorship of Speech Night Awards, or in providing named scholarships to assist students with tuition costs.
- 10.4 Further details are available from the Head or Chief Financial Officer.
- 11. INSURANCE – STUDENTS AND PROPERTY**
- 11.1 The School does not insure either Students or the property of Students against damage or loss.
- 11.2 If property is damaged or stolen whether from a locker, a bag or any other place at School or at any School programme, the School does not accept

responsibility for repair or replacement. All students' or families' property is the responsibility of the Student or the family, not the School.

- 11.3 If a Student is injured or becomes ill, either at School or attending a School event, then any medical, hospital, ambulance (including air ambulance) and other expenses associated with that illness or injury are the responsibility of the Student or his/her family.
- 11.4 In all cases, the Parent(s) have the responsibility to insure or take the risk ("self-insuring") for loss or injury etc. associated with the Student's activities at the School and its associated programmes. The Parent(s) may wish to consult their insurance broker, insurance company or other professional for advice.

SCHEDULE B

Capital Fees and The Enrolment Process

1. GOODS AND SERVICES TAX

- 1.1 All Capital Fees stated herein are exclusive of GST. Should GST be payable, in accordance with legislation, then the said amount of GST will be charged. Accounts provided to Parent(s) will list any GST that has been charged. Should you wish to know what fees are subject to GST, please contact the Chief Financial Officer.

2. APPLICATION FEE

- 2.1 A \$110 GST inclusive non-refundable Application Fee is payable per child and will place the child on a list for the relevant year of entry.

3. CAPITAL FEE

- 3.1 The Capital Fee is:
 - \$1250 for the first child in the family
 - \$500 for the second and subsequent children in the family.
- 3.2 Payment dates for the Capital Fee are advised in the letter of offer:

FEE	First Child	All other children	Payment Due
First instalment	\$750	\$300	Upon acceptance of Enrolment Offer
Second instalment	\$500	\$200	On or before 31st August in the year prior to entry
Total fee	\$1250	\$500	

- 3.3 The Capital Fee will only be refunded if the School fails to offer a place in the original year of entry.
- 3.4 Where a family first enters the School with a Student in Year 10 or above, the family will only pay the Application Fee and the first instalment, as detailed above, of the Capital Fee.
- 3.5 Where a family re-enters the School after departure (applicable if no other siblings are currently in the School) the difference between the previous Capital

Fee paid and the current Capital Fee will be payable. Should the School hold a capital deposit, then the capital deposit may be transferred to offset the Capital Fee. Please note this Capital Fee is not tax deductible.

4. APPLICATION FORM

- 4.1 The Application Form must be completed by the Parent(s) of the child seeking entry to the School. Joint and several liability for the enrolment of the child at the School is required in all applications for enrolment. Space is provided at foot of this agreement for joint signatures. The signing of this document acknowledges acceptance of the Enrolment Agreement, including fees and charges. If circumstances permit only one party as signatory, then that person is solely responsible for all fees and charges.

- 4.2 Parents agree that their joint and several liability arrangement continues, irrespective of any changes to the relationship between co-signatories or any Court Order between Parents or any child support arrangements or any other arrangements between Parents. Any requests to vary this joint and several liability must be provided in writing by the Parents to the School.

5. PROVISIONAL LISTING

- 5.1 Acknowledgment of an Application Form shall include information regarding enrolment procedures. Acceptance of an Application Form guarantees consideration of the application, but does not guarantee an offer of a place, any more than being on the list can guarantee a place.

6. CONFIRMATION OF ENTRY

- 6.1 A place is offered if the Enrolment Interview is successful and a vacancy exists in the required Year level. This place must be confirmed by accepting | within 14 days and by paying the first instalment of the Capital Fee.

7. WAITING LIST

- 7.1 Students will remain on the Waiting List when all places in the year level sought have been allocated, unless, at the request of the Parent(s), they are deleted from our pre-enrolment system. If a place does not become available in the requested year of entry, all students on the Waiting List will be rolled over to the next year of entry.

8. OFFER OF ENROLMENT

- 8.1 A Formal Offer of Enrolment at Girton Grammar School shall be made in writing, over the signature of the Head or his delegate. It will include details of payments due and expectations of the School should the Offer of Enrolment be accepted by the Parent(s).
- 8.2 Fourteen days is normally given to accept an Offer. However, if the Offer is to fill a vacancy, owing to the departure of an existing Student or non-acceptance by another applicant, immediate confirmation may be required.

- 8.3 Please note that should no response to an Offer of Enrolment be received within the specified period from the date of posting of the Letter of Offer, the Offer shall be withdrawn and the place provided to another child, without further notice from the School. This regulation applies to all enrolments.
- 8.4 Once the signed Confirmation of Enrolment is received, and the Capital Fee is paid, the Student is deemed to be enrolled in the School. Hence the notice of withdrawal period is required to be given if the Parent(s) subsequently decides not to proceed. (See Schedule A, Clause 7.1 of this Agreement).

9. OFFERS MADE DURING THE DECEMBER-JANUARY SUMMER VACATION:

- 9.1 If a Parent(s) are not contactable by telephone/letter within a forty-eight hour period, the Offer shall be made to the next person on the list.

10. ENROLMENT PROCEDURES

- 10.1 Parent(s) enquire via the website or telephone or in person.
- 10.2 Parent(s) receive an Information Package which includes the Application Forms and the Enrolment Agreement.
- 10.3 Parent(s) are invited to attend an Open Day (May and September), or a Head's Tour Morning (March and November, or arrange a tour with the Registrar on another suitable day.
Or
If Parent(s) wish to proceed immediately they should complete and return the Application Form together with payment of the non-refundable Application Fee of \$110.
- 10.4 The School will contact families, in order of receipt of the Application Form and Application Fee, to arrange an Enrolment Interview approximately 18 months prior to entry. Parent(s) (if possible) and the child should attend the enrolment interview. Parent(s) seeking an immediate place in the School can ring the Registrar to arrange an interview.
- 10.5 The Enrolment Interview is a necessary requirement for any enrolment at the School. Exceptions may be made for overseas and interstate applicants at the Head's discretion and telephone interviews can be arranged as an alternative. Follow up interviews will be arranged upon arrival in Bendigo.
- 10.6 Following the Enrolment Interview and at the discretion of the Head, an offer of a Place in the School will be made if a vacancy exists.
- 10.7 Parent(s) are asked to accept, defer or decline the offer within 14 days of the offer being made.
- 10.8 Upon acceptance of the offer Parent(s) are asked to pay the first instalment of the Capital Fee and return the signed Confirmation of Enrolment. The Capital Fee is a non-refundable amount used by the School to purchase capital items within the School. The second instalment of the Capital Fee is due and payable on or before the 31st August the year prior to entry or, in the case of an immediate start, prior

to commencement.

10.9 Capital Fee Instalments

9.9.1 For the First Child entering the School:

1st Instalment of the Capital Fee - \$750

2nd Instalment of the Capital Fee - \$500. Total \$1250

9.9.2 For the Second and Subsequent Child(ren) entering the School

1st Instalment of the Capital Fee - \$300

2nd Instalment of the Capital Fee - \$200. Total \$500

- 10.10 Copies of the Birth Certificate (or Passport) and Immunisation Certificates must be on file prior to the Student's commencement at the School. We prefer these to be provided at the interview.

- 10.11 Where an Enrolment Offer cannot be made, Students will be placed on a waiting list in order of receipt of the Application Form and payment of the Application Fee. Students must have attended an enrolment interview to be placed on a waiting list.

- 10.12 Where a vacancy occurs in a full Year level, an Enrolment Offer will be made from the Waiting List, in order of receipt of the Application Form and Application Fee. The time given for acceptances of these offers may vary, depending on the time of the year the offer is made. (See points 9.5 and 9.14).

- 10.13 Where an Enrolment Offer is deferred, the Student will be placed next on the list of the requested year level but not ahead of students already on that list. Any monies paid will roll over with the enrolment.

- 10.14 Fourteen days is given to accept an Enrolment Offer. However, if the Enrolment Offer is to fill a vacancy, owing to the departure of an existing student or non-acceptance by another applicant, an immediate acceptance will be required.

11. ENROLMENT ADMINISTRATION

- 11.1 The Head has the right and responsibility to accept or reject enrolment applications. When a Student is enrolled, that Student and his/her Parent(s) are bound by the Enrolment Agreement, and policies, rules and practices of the School as amended from time to time.
- 11.2 The Head also has the responsibility to ensure the smooth operation of the School, and is the arbiter of all issues that relate to a Student's continuing enrolment, other than a parent's voluntary withdrawal.

**SCHEDULE C
Conditions of Enrolment**

1. GENERAL

- 1.1 The Parent(s) and Student agree to disclose to the School all information about the physical, wellbeing, learning or other disabilities of the Student so that the School can consider how it can support the Student. Parent(s) / Guardian(s) must ensure that the School's records in relation to the

Student are correct and up to date and must advise the School as soon as possible of any changes to the Student's records, including the Student's or the Parent(s) contact information, including address.

- 1.2 The Parent(s) and Student will commit to and support, the values and philosophy of the School and its various policies, procedures and programs. They will work in partnership with the School to ensure that the Student meets its expectations and contributes positively within the learning environment. Parent(s) agree to be bound by the School's Parent Code of Conduct, as amended from time to time.
- 1.3 The Parent(s) and Student to this Enrolment Agreement agree to respect the right of every member of the School community to participate, learn and work in an environment free of abuse, discrimination, harassment, bullying, violence, vilification and victimisation. Parent(s) and the Student will comply with the obligations within the various policies and codes of conduct outlined by the School.

2. STUDENT CONDUCT

- 2.1 The continued enrolment of the Student is dependent on their behaviour being in accordance with the Student Code of Conduct and the School's policies, rules and regulations, as amended from time to time, including those which form part of the Enrolment Agreement.

Disciplinary action

- 2.2 Parent(s) agree to support the School in lawful disciplinary actions undertaken by the School which the School deems as appropriate to modify, address and/or deal with the Student's behaviour and/or conduct.
- 2.3 The School reserves the right to discipline the Student, including for out of hours behaviour that may affect themselves, other students or staff or unduly damage the reputation or property of the School.
- 2.4 Student misconduct, bullying and harassment, breaches of the Student Code of Conduct and breaches of School Policies are subject to disciplinary action by the School in accordance with the School's Behavioral Expectations Policy. Parent(s) / Guardian(s) are expected to read the Student Code of Conduct and the Behavioral Expectations Policy with their child to ensure awareness and understanding of the School's expectations and to support the implementation of these rules and requirements.

Search of Student's Belongings

- 2.5 Where it is considered necessary, for example, where the Student Code of Conduct may have been breached, 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 the Student's school bag, electronic devices or locker, and may authorise a search of the Student's person or direct that their pockets or clothing be emptied.

Suspension and Expulsion

- 2.6 Where there are serious breaches of the Student Code of Conduct or School policy, a Student may be summarily suspended, pending a final decision regarding possible expulsion. A meeting with the Student and the Student's Parent(s) will be convened as soon as is practicable to discuss the matter.
- 2.7 If suspended, the Student shall not enter upon any of the School's grounds for any purpose during the period of suspension without the express permission of the Head or their delegate and shall be the sole responsibility of the Parent(s) during such period.
- 2.8 During any period of suspension, the Parent(s) will be required to continue paying all School Fees.
- 2.9 In the event that a Student is expelled from the School, the current term's tuition fees remain due and payable, inclusive of any co-curricular or extra-curricular activities for which commitment has been made. Depending on the circumstances of the enrolment termination, the School may elect at its sole discretion to waive all or part of any outstanding tuition fees.

3. PARENT CONDUCT

- 3.1 Parent(s) are required to support the values of the School and agree to comply with the School's rules, procedures and policies, as varied from time to time, including but not limited to the Parent Code of Conduct.
- 3.2 Parent(s) agree to participate appropriately in the Student's education and the School's activities.
- 3.3 Parent(s) will treat other Parent(s), students and School staff with fairness, courtesy and respect at all times, including on social media. Parent(s) will not act in such a manner which would damage the reputation of the School, bring it into disrepute or which would reasonably cause other Parent(s), Students or School staff to be offended, humiliated, afraid or intimidated.
- 3.4 If the Head believes that:
 - (a) the mutually beneficial relationship of trust and cooperation between the Parent(s) and the School, or between the Parent(s) / Guardian(s) and School staff or other Parent(s), has broken down to the extent that it adversely impacts on the Parent(s)' relationship with the School; or
 - (b) the Parent(s) have failed to comply with any of the School's rules, policies or procedures (including the Enrolment Agreement and associated documents),the Head in their absolute discretion may cancel the Student's enrolment, together with any other

child or children, that the Parent(s) have enrolled at the School and require the Parent(s) to remove the Student from the School.

4. CHILD PROTECTION AND SAFETY

- 4.1 Parent(s) agree to assist the School in discharging its obligations under the Child Wellbeing and Safety Act 2005 (Vic) by participating in any 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 a regulatory authority.

5. HEALTH AND MEDICAL INFORMATION

- 5.1 The Parent(s) have disclosed all information to the School regarding the health, physical, learning and other disabilities of the Student that may impact upon the School’s ability to properly care for the Student, during the application process and prior to signing this Enrolment Agreement.
- 5.2 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 in writing, with appropriate documentation, any new medical conditions, physical impairments, mental impairments 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.
- 5.3 This information will be used to assess the School’s ability to make reasonable adjustments and accommodate the learning and wellbeing needs of the Student whilst attending the School.

Medical treatment

- 5.4 Parent(s) agree to ensure any Epi-pen provided to the School remains current at all times.
- 5.5 Parent(s) authorise the School to:
- (a) obtain or provide such emergency or urgent medical treatment for the Student should such action be deemed necessary by the School or School staff; and
 - (b) obtain any medical treatment for the Student considered appropriate by the School or School staff in the circumstances where the Student suffers from an injury or illness.
- 5.6 Parent(s) accept responsibility for any expenses incurred on behalf of the School or the Student arising from such emergency or urgent medical treatment. Further, Parent(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 the consent provided in this Enrolment Agreement.

Immunization

- 5.7 Parent(s) will ensure that the Student is appropriately immunized in accordance with the applicable Victorian and Australian Commonwealth

laws. The School reserves its right to exclude a Student in certain circumstances if the Student is not appropriately immunized.

- 5.8 For entry in to Prep, children are required to be fully immunized.

6. FAMILY COURT ORDERS / SEPARATED PARENTS / PARENTING PLANS

- 6.1 Existing sealed Family Law Court orders or parenting plans for separated / divorced Parent(s) must be provided to the Head upon enrolment and again during the enrolment period for any changed circumstances thereby enabling the School to understand any obligations imposed in relation to the information that can be provided to separated parents, such as School reports, excursion permissions or School photos.
- 6.2 The Head will determine whether the Student’s other teachers should be aware of any existing Court Order or parenting plan.

Changed Circumstances

- 6.3 If there is a change in legal guardianship or care for the Student, the Parent(s) will immediately supply the School Head with new or amended Family Court Orders / parenting plans when and if they come into existence at any time whilst the Student is enrolled at the School, in addition to written consent from any other Parent of the Student, confirming the status of the Student’s enrolment. The School requires copies of relevant orders / plans to ensure that it can continue to meet the Student’s educational and welfare needs.
- 6.4 Parent(s) will advise the School immediately of any change in their family circumstances that might impact the relationship between the family and the School.
- 6.5 The Parent(s) of the Student will indemnify the School against any legal liability which may ensue from a misrepresentation under, or any breach of, this section by the Parent(s).

New Separation and this Agreement

- 6.6 Upon separation of the Parent(s), the original Enrolment Agreement remains binding. However, either Parent may, subject to the required notice provisions, withdraw their support in writing, which terminates the original Enrolment Agreement. In the event of this happening, a new Enrolment Agreement reflecting the change will be required.
- 6.7 Whilst the School must remain objective in such cases, the legal requirement means that without a new Enrolment Agreement, the Student would be required to leave the School.

Correspondence with Separated Parents

- 6.8 Generally the School will provide Student information concerning a child’s education to Parent(s) by giving Students documents to take home or delivering them by email Parent(s) may also access information regarding their child’s education via the School’s community online portal, Astra

using their personal, secure login.

- 6.9 The School will, irrespective of financial responsibility for School Fees, send both separated Parent(s) copies of School reports and other School information unless an order has been made restricting parental responsibility or access. Similarly, both Parent(s) will have access to teachers to discuss their children's progress unless there are Court Orders restricting access or parental responsibility.

Access and Involvement

- 6.10 Unless the School is supplied with a sealed Court order or written authorisation signed by both Parents which provides otherwise, the School will proceed and act on the basis that each of the Student's Parents has equal rights and responsibilities in relation to the Student. Therefore, in the absence of a Court Order, generally either Parents may pick up their child at the end of the day. Similarly, either Parent may pick up their child during school hours, upon providing sufficient reasons to the School and following proper sign out procedures.
- 6.11 The Parent(s) will at all times act in accordance with any relevant Court orders in their dealings with the School.

7. ATTENDANCE

- 7.1 The Student will participate in the delivery of education services (attend) provided by the School during terms 1 to 4, the dates of which are varied from time to time.
- 7.2 In addition, the Student, and the Parent(s) if required, must attend and participate in all co-curricular activities which may be held on the weekend or before or after normal school hours including, but not limited to, sporting activities, camps, excursions, celebrations and drama/musical rehearsals and performances.
- 7.3 After holiday periods it is expected that the Student will join and return to School on the dates fixed for resuming unless permission is obtained from the Head.
- 7.4 Parent(s) will advise the School as soon as practicable if their child is to be absent for any reason and the estimated length of absence.
- 7.5 The Student will not be able to attend School for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact, or on the direction of a medical practitioner or Victorian Chief Health Officer that the Student not attend.

8. TEMPORARY EXCLUSION OF A STUDENT

- 8.1 The School endeavours to provide a high level of care for each student. However, sometimes the School will not have the sufficient medical expertise or resources to provide a safe environment for its students.

- 8.2 In such cases the Head (or the Head's delegate) may deem it necessary to temporarily direct a Student to not attend the School on the following grounds:
- (a) a significant breach of the Student Code of Conduct;
 - (b) evidence to believe that a Student's physical or mental health will be at risk if attendance continued;
 - (c) the Student poses a significant risk to others; and/or
 - (d) the School does not have the specialised resources and/or medical expertise required to protect and support the student's wellbeing.

- 8.3 On such grounds and in the best interests of the Student (and/or other Students), the Head reserves the right to temporarily direct the Student not to attend the School so,
- external support, expertise and treatment can be sourced which will support the Student and the School with a safely managed pathway back to School;
 - the School can seek medical advice from the Student's health professionals as well as independent medical advice to help inform the School's decisions; and/or
 - a management plan can be implemented prior to the Student's return to School.

9. COMPLAINTS AND APPEALS

- 9.1 The School has an internal Complaints and Grievance Procedure. Information about the Complaints and Grievance Procedure can be found on the School's community online portal, Astra.
- 9.2 All complaints and disputes regarding this Enrolment Agreement must be made under in accordance with the School's Complaints and Grievance Procedure.

10. TERMINATION OF THIS ENROLMENT AGREEMENT

- 10.1 This Enrolment Agreement will terminate at the completion of the Student's enrolment with the School or at the completion of year 12, whichever comes first.
- 10.2 The School may terminate this Enrolment Agreement if:-
- (a) the School withdraws the enrolment of the Student from the School;
 - (b) the School decides at the end of a School year that the School does not wish to continue the Enrolment Agreement for the following School year for any reason;
 - (c) in the sole discretion of the Head, mutual trust and co-operation between the School, Student and the Parent(s) breaks down;
 - (d) the Parent(s) or Student are in breach of this Enrolment Agreement and they fail to remedy the breach within a reasonable time after written notice from the School requiring them to do so. Non-compliance with the Enrolment Agreement terms

and conditions or the School's policies and procedures will be considered a breach.

- 10.3 Parent(s) may terminate this Enrolment Agreement at any time, for any reason, by fulfilling the notice requirements set out in Schedule A, clause 7 of this Agreement. Parent(s) may also terminate the Enrolment Agreement when:-

(a) the School is in breach of the Enrolment Agreement terms and conditions and the School fails to remedy the breach within a reasonable time after written notice from Parent(s) requiring the School to do so.

11. PRIVACY

- 11.1 Parent(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. The Girton Grammar School Privacy Policy can be found on the School's community online portal, Astra.

12. GENERAL

- 12.1 This Enrolment Agreement and the policies referred to therein may be unilaterally amended by the School on the provision of three (3) months written notice to the Parent(s).
- 12.2 When changes are made to the Enrolment Agreement and the policies referred to therein in accordance with clause 12.1, Parent(s) will ensure they review the updated Enrolment Agreement to ensure they are familiar with the most current information.
- 12.3 Parent(s) agree that if they provide any misleading or inaccurate information in the Enrolment Application, Student Details Form, or in any other documentation provided to the School, the School may refuse to enrol the Student or may suspend or terminate the Student's enrolment at the School.
- 12.4 Parent(s) and/or the Student are responsible for keeping a copy of the Enrolment Agreement and receipts of any payments of tuition and other fees. [This has been inserted for overseas students to comply with the National Code of Practice for Providers of Education and Training to Overseas Students 2018, however can be used for all students]

SCHEDULE D

Confirmation of Enrolment

All Legal Guardian(s) / Parent(s) must read and sign Schedule D of this Enrolment Agreement and agree to the terms and conditions within (See separate form).

The school endeavours to work closely and consultatively with parents and students. Consent of the parent is deemed to be consent of the child. The school expects parents to abide by all School policies and co-operate with teachers and administrators. The school also expects parents to require their children to uphold the Policies, Procedures and Rules of the School. The school reserves the unconditional right to suspend or dismiss any student whose effort or conduct for any reason is deemed by the school administration to be unsatisfactory or whose parents do not co-operate adequately with School personnel. The Head of the School is the final arbiter in these matters.

I/we understand if an offer is made and not accepted or withdrawn, a place will not be held for consideration the following year but will be placed on the Waiting List.

I/we have read and agree to be bound by the Enrolment Agreement, as well as the policies referred to therein, which may be amended from time to time at the School's absolute discretion in writing, including the terms of this Enrolment Agreement.

I / We confirm that I / We have received and understood information from the School regarding the Parent and Student Codes of Conduct, the Education Services to be provided, the course-related fees and the grounds on which the Enrolment Agreement may be terminated.

I/we agree to accept responsibility for such fees as may be charged in relation to the Student. I/we consent to a credit report being obtained from a credit reporting agency.

I/we acknowledge receipt of the DET (Department of Education and Training) Privacy Notice regarding funding data and understand the school will provide enrolment details to DET, as requested.