

Conditions of Enrolment

The following binding conditions apply if your child is offered a place at Yarra Valley Grammar ("**the School**") and you accept the place for him/her to commence studies at the School. Please note that the Conditions of Enrolment must be read, and accepted, prior to submitting the Application for Enrolment for your child as available on the School's website. However, for the avoidance of doubt, you will be deemed to have accepted the Conditions of Enrolment by completing and submitting an Application for Enrolment.

1. At all times the School reserves the right, subject to legal requirements, to select the students who attend the School according to School policies and practices as varied from time to time.
2. Parents/guardians of students (or prospective students) at the School (**Parents/Guardians**) must ensure that the School's records in relation to the student are correct and up to date until the child commences at the School. Accordingly, parents must advise Director of Marketing and Admissions as soon as possible of any changes to the student's records, including the student's or the Parents/Guardians' contact information.
3. The enrolment of the student at the School commences in his or her first year of enrolment and continues until completion of year 12 or until the student is otherwise withdrawn or removed from the school.
4. Parents/Guardians must divulge, with appropriate documentation, all relevant details regarding medical conditions, physical impairment, mental impairment, 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 extra services and facilities that may be required. Such information must be based on all current information available to the Parent/Guardian at the time of submitting the Application for Enrolment.
5. During the period that the student is enrolled at the School, Parents/Guardians must, as soon as practicable, bring to the School's attention, with appropriate documentation, any new medical conditions or impairment 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.
6. The Parents/Guardians 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 in the circumstances where the student suffers from an injury or illness.
7. Parents/Guardians accept responsibility for any expenses incurred by the School on behalf of the student arising from such emergency or urgent medical treatment. Further, the parents/Guardians acknowledge that any subsequent medical consent requested on an

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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.

8. Parents/Guardians agree to comply with the School's rules, procedures and policies, as varied from time to time, and available on School's website and community portal.
9. Parents/Guardians will treat other Parents/Guardians, students, School staff and members of the School community with fairness, courtesy and respect at all times. Parents/Guardians will not act in such a manner which would cause the image of the School to be negatively affected or brought into disrepute, or in such a manner which would reasonably cause other Parents/Guardians, students or School staff to be offended, humiliated or intimidated.
10. If the School Principal believes that:
 - a) the mutually beneficial relationship of trust and cooperation between the Parents/Guardians and the School, or between the Parents/Guardians and School staff or other Parents/Guardians, has broken down to the extent that it adversely impacts on the Parents/Guardians' relationship with the School; or
 - b) the Parents/Guardians have failed to comply with the School's rules, policies or procedures (including these Conditions of Enrolment),

the Principal in their absolute discretion, may require the Parents/Guardians to remove the student from the School and cancel his or her enrolment together with any other child or children they have enrolled at the School.

11. Parents/Guardians 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.
12. Parents/Guardians 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.
13. Parents/Guardians will at all times respect the privacy and rights of others in relation to taking/disseminating any photos or videos of School activities.

Parents/Guardians acknowledge and consent to the student being photographed or videotaped, by an authorised representative of the School or associated bodies, from time to time within the School's grounds or participating in School events or activities
14. Parents/Guardians 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 student behaviour and conduct.
15. The School reserves the right to impose any lawful disciplinary action that the School deems appropriate, or to expel or suspend any student from the School, on the grounds of

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unsatisfactory conduct or performance, failure to obey the School rules, discipline procedures and policies, or for any other reason.

16. 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 his/her school bag or locker, and may authorise a search of the student's person or direct that his/her pockets or clothing be emptied.
17. Students of the School are required to take part in all School activities including those scheduled out of normal school hours. Students are required to have a range of items for School activities, including books, stationery and uniform, during his or her enrolment. The details of these items may be obtained from the School. It is the responsibility of the Parents/Guardians to ensure that students have these items as required.
18. An application fee is payable by the Parents/Guardians at the time they submit the Application for Enrolment (**Application Fee**). The Application Fee is non-refundable
19. Parents/Guardians who sign the Application for Enrolment are jointly and severally liable for payment of all of the School's fees and charges in relation to the student (**Fees and Charges**).
20. Fees and Charges are subject to amendment by the School Board in its sole discretion at any time. Fees and Charges are payable in advance of the School term and within four weeks of receipt of the relevant invoice. Some Fees and Charges may be invoiced throughout the School term and in such circumstances will be payable within fourteen days of receipt of the relevant invoice.
21. The School reserves the right, which may be exercised at any time, to refuse to allow a student to continue their education at the School, and to cancel the student's enrolment, while any Fees and Charges remain unpaid. Only in exceptional circumstances, at the sole discretion of the Principal, will a student be allowed to enter a new term if any Fees and Charges are unpaid.
22. If any Fees and Charges are overdue (i.e. not paid within four weeks of receipt of the relevant invoice), the School may charge the Parents/Guardians interest and any reasonable administration costs incurred by the School in respect of managing the unpaid Fees and Charges.
23. 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/Guardian in accordance with the School's Refund Policy.
24. Any agreement or act by the School not to strictly enforce the terms under the Conditions of Enrolment in relation to School 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.
26. Subject to paragraph 22 or 24 above, if applicable, Fees and Charges are due and payable in all circumstances following enrolment.

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27. The Principal is authorised by the School Board to take such steps as they consider necessary, including legal proceedings, on behalf of the School, to recover unpaid Fees and Charges.
28. If the Parents/Guardians wish to withdraw the student from the School, the Parents/Guardians must give at least one term's written notice to the School (and the written notice must be signed by both Parents/Guardians, unless there is a court order to the contrary). If such notice is not given, the Fees and Charges for the next term will be payable in full.
29. If a student intends to not attend the School for the period of one term or more, the Parents/Guardians must make an application for the period of leave as soon as possible. The School will advise the Parents/Guardians 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, 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. In this case, the student will be deemed to have withdrawn from the School and an application for new enrolment must be made. The Principal may in their discretion approve the application for leave, and hold the student's enrolment open during the period of leave and the Principal may, in their discretion, require a holding payment to be made.
30. Where there is more than one Parent/Guardian of the student at the time of enrolment, all parties must sign the Application for Enrolment form and accept these Conditions of Enrolment.
31. Unless the School is supplied with a Court order or written authorisation signed by both Parents/Guardians which provides otherwise, the School will proceed and act on the basis that each of the student's Parents/Guardians has equal rights and responsibilities in relation to the Student. The Parents/Guardians will at all times act in accordance with any relevant Court orders in their dealings with the School.
32. If there is a change in legal guardianship or care for the student, the Parents/Guardians 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/Guardian of the student, confirming the status of the student's enrolment. The Parents/Guardians indemnify the School against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parents/Guardians.
33. Parents/Guardians agree that if they provide any misleading or inaccurate information in the Application for Enrolment, or in any documents provided with the Application for Enrolment, the School may refuse to enrol the student or may suspend or terminate the enrolment of the student.
34. Parents/Guardians acknowledge that the School may from time to time vary the terms of the Conditions of Enrolment.

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35. The Conditions of Enrolment 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.