

## Conditions of Enrolment

### Purpose

1. This document sets out the Conditions of Enrolment at the School.

### Agreement

2. In signing the Acceptance of an Offer of Enrolment, the Applicant agrees to be bound by the Enrolment Agreement. This means the Applicant and Student agree to abide by these Conditions of Enrolment and the School's rules, policies and procedures, which may be changed during the period of enrolment at the discretion of the School. Apart from the Parent Code of Conduct and Student Code of Conduct, the School's other rules, policies and procedures do not form part of the Enrolment Agreement.

### Educational Services Provided

3. Yarra Valley Grammar ("**the School**") provides educational services within the scope of the School's registration, being:
  - a. Preparatory – Year 10 under the Victorian Foundation-10 priorities and standards (or equivalent if superseded) (P – 10).
  - b. Senior secondary courses which are normally provided in Years 11 – 12, include the Victorian Certificate of Education (**VCE**).
  - c. The School also operates an early learning centre service (**ELC**).
4. The School's course offerings, including co-curricular activities and programs, will be determined by the School at its sole discretion and may be varied or withdrawn at any time without prior notice. This may include making changes to the curriculum, co-curricular offerings, teaching methods and processes and other services affecting its Students. The School's offering and delivery may be subject to government directives in place at the time.
5. A proportion of funds raised or Fees collected on behalf of the School may be applied to the operations of its ELC.

### Continued Enrolment

6. Enrolment at the School commences in the first year of a Student's enrolment and continues each subsequent year until completion of Year 12 or until the Student is otherwise withdrawn or removed from the School.
7. The holistic development of the Student remains the priority of the School in carrying out its duty of care to the Student. As such, the School makes no representation or promise regarding any particular academic achievement or level of performance of any Student.

### Enrolment Procedure

#### ***Application for Enrolment***

8. A Student's name will be registered on payment of an Application Fee to the School. The Application Fee covers administrative costs and is non-refundable. An application is a pre-requisite to admission but not a guarantee of enrolment.
9. It is the responsibility of the Applicant to ensure the School is informed of any changes to

*confidence to achieve*

## Conditions of Enrolment

contact details. An application may be removed from the waiting list if after repeated attempts, the Applicant is unable to be contacted. The School does not maintain records of attempts to contact, hence not available to be shared at a later date.

10. After the School receives the Application for Enrolment and Application Fee, the School may inform the Applicants that the prospective student has been placed on the waiting list, or may advise the Applicants that the application has been declined in line with the Enrolment Policy. Any waitlisted applications may receive an Enrolment Information Form, at least two years prior to the prospective student's proposed year of enrolment. Applicants are required to return the Enrolment Information Form to maintain their place on the wait list.
11. After the School receives the Enrolment Information Form, the School may inform Applicants of an interview time (if there is a spot available for enrolment for the Student).
12. Prior to an Offer of Enrolment, the Applicant must provide all relevant information and supporting documents in relation to a Student's enrolment to the Director of Marketing and Admissions. This includes (but is not limited to) any additional learning needs, educational history and assessments, legal or court orders, relevant visa records for the family (with a consent for the School to verify the records), relevant medical records or other factors that may be relevant to a Student's education or welfare. Applicants should also advise the Director of Marketing and Admissions if any additional information relevant to admission becomes available in the period up to the Student's commencement date and during enrolment.

### ***Offer of Enrolment***

13. An Offer of Enrolment is made in writing following a successful interview by the Principal or their representative.

### ***Acceptance of an Offer of Enrolment***

14. Acceptance of an Offer of Enrolment requires both Parents to sign the Acceptance of Offer Form (unless a court order provides otherwise and a copy is given to the School), return that signed Form to the School and pay the Enrolment Charge (if applicable). The Enrolment Charge is non-refundable and non-transferable and cannot be offset against future Tuition Fees, unless expressly provided for in the Offer of Enrolment.
15. Failure to complete and return the Acceptance of Offer Form, or pay the Enrolment Charge, within the required timeframe specific in the Acceptance of Enrolment Form may result in the Parent forfeiting the offer.

### ***Disclosure Obligations***

16. If false or misleading information is provided in the Enrolment Information Form, the School reserves the right to withdraw the Student's enrolment at the School or information is withheld on enrolment.
17. The School may request Parents to provide further information regarding the Student including academic information, school reports, living arrangements and all medical and other reports regarding the Student, in order to provide the Student with the best possible educational

## Conditions of Enrolment

supports opportunities and environment.

18. The Parents agree to update the School with up to date information about the Student, such as when parents have separated or moved residence.

### Attendance

19. Students must attend the School on the dates and between the hours advised by the School.
20. After holiday periods Students must return to the School on the dates fixed for resuming unless Parents have permission from the Principal or delegate.
21. Students are not permitted to leave the School prior to the published closing date of term unless Parents have permission from the relevant Head of School.
22. Parents must inform the School, as soon as practicable, if a Student is to be absent for any reason and the estimated length of absence.
23. The Parent agrees to encourage the Student to take full advantage of the curricular and co-curricular opportunities provided by the School to further their education so that the Student may develop holistically.

### Student Withdrawal or Removal

#### Notification Periods

24. If Parents wish to withdraw the Student from the School, Parents must give at least one full term's written notice to the School. The written notice must be signed by both Parents who signed the Acceptance of an Offer of Enrolment Form unless there is a court order to the contrary or only one Parent is party to the Enrolment Agreement. If such notice is not given, the Tuition Fees and Charges for the next term will be payable in full. No 'part of' a term or school holiday period will be included in determining the notice period. The stated notice period represents a genuine pre-estimate of the School's loss apply for the withdrawal of a Student.
25. The School communicates updates to Tuition fees for the following School year prior to the end of Term Three to ensure Parents have two weeks in which to provide a full term's notice of not returning the following year.

#### Refunds and Notice Periods

26. The Application Fee and Enrolment Charge are non-refundable, unless stated otherwise in the Offer of Enrolment.
27. For Tuition Fees, if the required notice is provided, pre-paid pro-rata Tuition Fees will be refunded within three months to the person/s who made the relevant payment or the Applicant.
28. The withdrawal of a Student and subsequent re-enrolment of the same Student requires a new Application for Enrolment and payment of the Application Fee. That application will be considered with any other application, subject to the waiting list and priorities set out in the Enrolment Policy.
29. If Parents withdraw a Student from the School without providing the required notice period of one full term, the School will charge one term's Tuition Fees in lieu of notice because the School

## Conditions of Enrolment

incurs costs in filling the Student's place. Tuition Fees that have already been paid to the School in addition to the one term's Tuition Fees in lieu of notice (i.e., the whole year was paid in advance) will be refunded to the person/s who made the relevant payment or the Applicant.

Music tuition fees are separate to the enrolment agreement and this conditions and will be managed on an individual basis.

### ***Periods of Absence***

30. If a Student intends to not attend the School for the period of one term or more, the Parents must make an application for the period of leave as soon as possible. The School will advise the Parents in relation to whether or not the application for leave is approved. 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.
31. If the period of leave is not approved and the Student nevertheless takes the period of leave, the Student will be deemed to have withdrawn from the School. This means the Student will not have an automatic right to return to the School, the School is not obliged to maintain or hold the Student's enrolment and an application for enrolment must be made for the Student to return.
32. In the case of prolonged illness (one school term or more), an application, accompanied by a medical certificate, Parents may apply to the Director of Marketing and Admissions for some remission of Tuition Fees. This is at the discretion of the School.
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.

### **Medical Conditions / Details**

34. Parents agree to keep the School informed of a Student's physical and/or medical needs, including any significant illness suffered or developed by the Student before or during their enrolment. The School reserves the right to assess and determine its ability to provide ongoing education to a Student.
35. Parents agree to immediately notify the School of any infectious or contagious illnesses or diseases contracted by a Student. That Student will not be permitted to attend school, or any School activity, until Parents have provided the School with a written medical clearance.
36. The School will notify the Parent of any injury or illness the Student may suffer at the School which warrants staff intervention or a visit to the School sick bay.
37. In the event of an accident or medical emergency when it is impractical to communicate with the Parent or nominated contact person, the Parents authorise the School to take action and incur expenditure as the School considers reasonably necessary in the best interests of the Student, including without limitation 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 necessary in the circumstances

## Conditions of Enrolment

where the Student suffers from an injury or illness.

38. Parents are responsible for any reasonable expenses incurred by the School on behalf of the Student arising from such emergency or urgent medical treatment. Parents agree to indemnify the School for the cost of any reasonable treatment or action taken to ensure the health and safety of the Student.
39. Further, the Parents 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.

### Insurance

40. The School maintains student accident insurance cover which includes a level of protection for Students worldwide 24 hours a day, 365 days a year, against accidental bodily injury, subject to certain exclusions. The School strongly recommends Parents assess this cover in light of their own insurance requirements. A Schedule of Events and Compensation is available from the Finance Office to enable review of the benefits available.
41. If a Student is injured and a Parent seeks to make a claim on the Student insurance policy, the Parent can contact the Corporate Services Manager on 9262 7700.

### Parent Conduct

42. Parents agree to comply with the Parent Code of Conduct.
43. Parents agree to support the aims, objectives, ethos, rules and policies and discipline of the School, and to facilitate and support their child in accessing the opportunities providing by the School.
44. The School may implement disciplinary action against the Student and/or Parent if, in the opinion of the Principal, the Parent has breached the Parent Code of Conduct or other School policies. Disciplinary action may include, but is not limited to, School Community Safety Orders, and/or termination of enrolment of the Student.

### Student Conduct

45. Students must take part in all School activities including those scheduled out of normal school hours.
46. Students need a range of items for School activities, including books, stationery and uniform, during their enrolment. The details of these items may be obtained from the School. Parents are responsible for ensuring Students have these items as required.
47. Students must abide by the Student Code of Conduct.

### Disciplinary action

48. The School can implement disciplinary action against the Student that is a breach of a School

## Conditions of Enrolment

policy or the Student Code of Conduct, including for out of hours behaviour, including where this behaviour that may affect other Students, staff or unduly damage the reputation or property of the School.

49. The School will implement disciplinary action against the Student in line with the School's Behaviour Management Policy (including suspension, detention and up to termination of enrolment) and according to the rules of procedural fairness.
50. If the Principal suspends the Student, the Parent shall be notified of the suspension and the period for which the suspension shall operate. If suspended, the Student must not enter any of the School grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Parents during such period.

### Fees and Charges

51. Parents who sign the Application for Enrolment are jointly and severally liable for payment of the Application Fee.
52. Parents who sign the Acceptance of an Offer of Enrolment are jointly and severally liable for payment of all Fees and Charges in relation to the Student. Parents agree to pay Fees and Charges by the due date stated on the invoice.
53. Responsibility for Fees and Charges remains with all signatories of the Enrolment Agreement, irrespective of what may happen to the relationship of the signatories. The School may agree to add new billing nominees at its sole discretion.
54. An Application Fee is payable by the Parents/Guardians at the time they submit the Application for Enrolment. An application will not be accepted if the Application is not paid. The Application Fee is non-refundable.
55. Fees and Charges are subject to amendment by the School Board, in its discretion. Changes to Fees and Charges will be communicated to families and published on the school website in an updated Fee Schedule. Changes to Fees for the following School year will be communicated prior to the end of Term Three to ensure Parents have time in which to consider the updated Fee Schedule and withdraw for the following year within the one term notice period.
56. Fees and Charges are payable in advance of the School term and within four weeks of receipt of the relevant invoice.
57. Families with multiple Students at the School receive sibling discounts when the Students are enrolled at the School in the same calendar year. Such discounts are specified in the Fee Schedule on the School website, as amended from time to time.
58. Any payments of the full year's Fees and Charges in advance will attract a discount on the Tuition Fees. Such discount is specified in the Fee Schedule on the School website, as amended from time

## Conditions of Enrolment

to time.

59. Any reduction in Tuition Fees due to the receipt of a scholarship will be subject to the terms of the scholarship agreement and the Scholarship Policy, and will attract a reduction on Tuition Fees only.
60. The School may refuse to allow a Student to attend classes when Fees and Charges remain outstanding. Only in exceptional circumstances, at the discretion of the Principal, will a Student be allowed to enter a new term if any Fees and Charges are unpaid.
61. The students of any families having arrears on their school fee account will not be permitted to participate in any non-compulsory camps or trips.
62. Any agreement or act by the School not to strictly enforce the terms under the Conditions of Enrolment in relation to Fees does not constitute a waiver of its rights to terminate enrolment of the Student.
63. 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. Any expenses incurred by the School in seeking to recover payment of any unpaid Fees and Charges owed to the School, including debt collection fees and legal expenses, may be claimed from and are payable by the Parents on an indemnity basis.
64. If an account is referred to debt collection, the reasonable expenses of such recovery will be added to the account, with responsibility for settlement of those collection expenses borne by the account holder.

### Losses due to theft or damage to property

65. It is the responsibility of the Student and the Parent to take care of any personal possessions including musical instruments, sporting equipment, electronic devices, clothing and other personal possessions, and the School is not liable for any loss, theft or damage to this property.
66. The Parent agrees to indemnify the School for any loss or damage to school property arising from the use or possession of such property by the Student.

### Privacy

67. The School upholds the Australian Privacy Principles in its handling of personal information about students, parents and other individual with which the School interacts. Our Privacy Policy explains how we handle personal information.
68. The School seeks parental consent to the collection of information about students. We may seek consent for some uses and disclosures of that information which are outside our known and planned operations.



## Conditions of Enrolment

### Court Orders

69. 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 shared parental responsibilities in relation to the Student. The Parents/Guardians must, at all times, act in accordance with any relevant Court orders in their dealings with the School.
70. If there is a change in a Student's family or living circumstances, including legal guardianship, residence, spending time with arrangements, or care for the student, the Parents/Guardians must immediately provide written notice to the School detailing the change (and provide any other relevant documentation the School requires). The Parents/Guardians indemnify the School against any legal liability or costs of the School relating to any matter contemplated by this clause.

### General Terms

71. Parents/Guardians acknowledge the School may from time to time vary the terms of the Enrolment Agreement.
72. Changes to the Enrolment Agreement, such as changes to fees and charges, will be communicated to Parents with sufficient time prior to implementation to ensure Parents can withdraw their child within the notice period.
73. 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.

### Definitions

**"Acceptance of Offer Form"** means the form sent to the Applicant for the Applicant to indicate to the School that it is accepting an Offer of Enrolment from the School by accepting the Enrolment Agreement.

**"Applicant"** means the person/s set out in the Enrolment Agreement being the Parent's and/or Guardian/s of the Student listed in the Enrolment Agreement and if more than one, each of them jointly and severally.

**"Application Fee"** means the amount payable, as advised by the School in the Application for Enrolment.

**"Application for Enrolment"** means the document which the Applicant is required to complete to be eligible to be considered for enrolment at the School.

**"Charges"** means non-Tuition Fees including, a holding payment, IT charges, consolidated charges, camp, excursion charges, charges for elective subjects, bus pass charges (if applicable), school materials, medical expenses and other expenses referred to in these Conditions of Enrolment.

**"Composite Fee"** means the fee for the provision of class set materials and eLearning facilities.

**"Conditions of Enrolment"** means these conditions of enrolment including any subsequent amendments made by the School and communicated to parents.



## Conditions of Enrolment

**“ELC”** means the School’s early learning centre.

**“Enrolment Agreement”** means the Agreement between the Applicants and the School comprised of the Acceptance of Offer Form, Fee Schedule, these Conditions of Enrolment, the Enrolment Policy the Parent Code of Conduct and Student Code of Conduct, as these documents are updated from time to time and communicated to parents.

**“Enrolment Information Form”** means the form sent to the Applicant, prior to interview, to update the details provided in their Application for Enrolment.

**“Enrolment Charge”** means the fee payable at the time of the Applicants signing the Conditions of Enrolment for their eldest child. The Enrolment Charge is not payable for Applications of Enrolment for subsequent siblings. The current Enrolment Charge is provided in the School’s Fee Schedule available on its website and may be altered at any time at the discretion of the School.

**“Fees”** include Tuition Fees and the Composite Fee.

**“Fee Schedule”** means the list of Fees published on the School website, as amended from time to time.

**“Offer of Enrolment”** means the offer letter the School sends to an Applicant, offering a Student a place at the School.

**“Parent”** refers to the parent/s and or guardian/s of the Student enrolled at the School, and if more than one, each of them jointly and severally.

**“Principal”** means the Principal of the School, or the Principal’s authorised representative or delegate.

**“School”** refers to Yarra Valley Grammar School ABN 44 004 584 552, Kalinda Road Ringwood, Victoria, Australia.

**“Student”** means the student named in the Enrolment Agreement.

**“Tuition Fees”** means the tuition fees payable to the School, as advised by the School to the Applicant and available on the School website.