

Lowther Hall

ANGLICAN GRAMMAR SCHOOL

All about the girl

Enrolment Terms and Conditions

*Educating the whole person
for the whole of life*

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Kindergarten
to Year 12



NON NOBIS SOLUM

ENROLMENT TERMS AND CONDITIONS (AS SET OUT IN THE SCHOOL'S ENROLMENT CONTRACT)

This Enrolment Contract sets out the terms and conditions on which an offer to the Parents/Guardians to enrol a student at the School is made by the School. Acceptance of the School's offer on the terms and conditions of this Contract takes place by (i) signing the Acceptance of Offer to Enrol and (ii) paying the Enrolment Fee in respect of the student to whom the offer applies. In accepting the offer the Parents/Guardians agree to be bound by these terms and conditions and the *Business Terms and Conditions* as amended each calendar year.

DEFINITIONS OF TERMS

Business Terms and Conditions are the terms and conditions published by the School annually with the Schedule of Fees and Charges (all of which may be varied and amended by the School at its discretion from time to time, including by increasing the fees and charges before the commencement of each school year).

Enrolment Fee means the non-refundable fee as described in the School's letter of offer and the Business Terms and Conditions.

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

School refers to Lowther Hall Anglican Grammar School ACN 006 660 984 of 17 Leslie Road, Essendon.

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 *Educational Services Program* as published by the School and which may be varied and amended from time to time at the School's discretion.

Student refers to the student named in the Acceptance of Offer to Enrol, being the student in respect of which this Enrolment Contract applies.

FEES AND CHARGES

1. The Parent/s agree to pay all tuition fees and charges in relation to the enrolment of the Student in accordance with the *Business Terms and Conditions*.
2. If there is more than one Parent, they agree to be jointly and severally liable for the payment of all tuition fees and charges of the School in relation to the enrolment of the Student.
3. Any failure, delay or indulgence of the School in favour of the Parent/s in relation to the payment of any tuition fees and charges is not a waiver of the School's rights in respect of such payment or its rights under this Contract.

STUDENT WELFARE AND CONDUCT

4. It is a condition of enrolment that the Parent/s are to provide details and certified copies of the Birth Certificate, Immunisation details and Passport and/or Visa where applicable.
5. The Parent/s shall ensure that the School is kept informed in writing of all of the Student's medical needs from time to time including any significant illness or disability suffered or developed by the student during her enrolment including but not limited to immediately informing the School of any infectious or contagious disease contracted by the Student.
6. The Parent/s authorise the School to obtain such emergency or urgent medical treatment for the Student as the School considers necessary in all the circumstances. The Parent/s 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.
7. Disabilities and/or Special Needs:
 - (a) The Parent/s confirm that any disability or special need of the Student together with all relevant information concerning such disability or special need has been disclosed to the School at or prior to an interview with the Principal or her representative.

- (b) The Parent/s shall disclose any subsequent disability or special need of the Student together with all relevant information to the School as soon as the Parent/s becomes aware of such disability or need.
 - (c) Such information should include current and past assessments, school history and medical or specialist reports, if appropriate.
 - (d) The School reserves the right to request further information about the Student's disability or special needs, including a current assessment report and discussion with a relevant specialist. This information will enable the School to properly assess if it is able to accommodate the Student so that she may participate in and obtain the benefit of its courses and programs.
 - (e) The School must be kept informed of any change in any information in relation to the Student's disability or special need.
8. The Parent/s are to sign and return to the School any consent forms provided to them prior to the Student's commencement of studies.
9. The Principal or the Principal's delegate may meet with a Student at any time without notifying the Parent/s, or in the presence of the Parent/s, on matters of student welfare or discipline.
10. The Principal has sole discretion to determine what discipline the School may impose on students from time to time including:
- (a) withdrawal of privileges,
 - (b) detention, including but not limited to detention after normal school hours,
 - (c) suspension,
 - (d) expulsion, and
 - (e) such other consequences (except any form of corporal punishment) as the Principal considers reasonable and appropriate in the circumstances.
11. School fees and charges (including but not limited to music tuition and other fees) will not be waived during a period of student suspension.
12. The Principal has the discretion as a condition of enrolment (should any or all of the following be considered by the School to be in the best interests of a student's learning pathway) to:
- (a) Disallow the Student to progress to a higher year level at the commencement of a new school year;
 - (b) Refuse the Student entry to a specific subject or subjects;
 - (c) Require the Student to undertake an alternative learning pathway offered by the School.

SCHOOL POLICIES

13. The School has policies, rules and procedures to ensure the School complies with relevant laws and best practice and to support the best learning outcome for all students. The School may introduce, vary or update such policies, rules and procedures as it deems necessary or appropriate and any such new or varied or updated policies shall be posted on the School's website from time to time.
14. The Parent/s will comply with and take all reasonable steps to uphold the School's policies, rules and procedures (as introduced, varied or amended from time to time) including those concerning or dealing with:
- (a) the care, welfare and safety of students;
 - (b) standards of student dress, grooming and appearance;
 - (c) grievances and complaints;

- (d) equal opportunity and discrimination;
 - (e) social media and use of information, communication and technology systems;
 - (f) student behaviour and conduct and discipline of students;
 - (g) parent behaviour and conduct, including any parent or community code of conduct as may be published by the School from time to time.
15. The Parent/s shall ensure that the Student attends the School at the dates and hours during which the School is open for the Student's instruction as well as attend any other School event that the Principal may deem compulsory. The Parent/s must advise the School promptly in writing if the student is to be absent from the School and the reasons for such absence, including if due to ill health.
16. The Parent/s shall ensure that they bring to the attention of the Student all of the School's policies, rules and procedures that apply to its students, including those concerning Codes of Conduct for students, Acceptable Use of Information Technology, Bullying Prevention and Intervention, Discipline, Photography and Video, Plagiarism, Social Media, Student Attendance and Uniform, and shall take all such reasonable steps to ensure the Student's compliance with such policies.
17. Students are expected to take responsibility for their own possessions when at school. The School takes no responsibility for lost items. The Parent/s agree that any personal property brought to school or to any school function or activity by the Student will be at the sole risk of the Parent/s or the Student, and that the School will have no responsibility for the loss, theft or damage to such property. Valuables and large amounts of money should not be brought to school. Students may be provided with the facility to lock their lockers and are expected to do so. The School reserves the right to search student lockers and bags and to examine digital devices if it considers it necessary to do so to comply with any legal obligation of the School or to ensure the safety and welfare of the Student or other students.
18. The School requires certain standards of conduct from Parents/Guardians to ensure the safe, lawful and enjoyable experience for all students and Parents/ Guardians and staff. With these aims in mind, the Parent/s agree to act in a manner which is consistent with all School policies posted on the School's website from time to time including but not limited to Photography and Video Policy, Acceptable Use of IT Policy, Privacy Policy, Excursions Policy and Grievance Policy.

PARENT/S EXPECTATIONS

19. The Parent/s agree:
- (a) to co-operate with the School management in the application of discipline and observance with respect to school policies, rules and procedures in relation to the Student;
 - (b) to abide by the requirements and directions of the School Council and the Principal relating to the Student or students generally and not interfere in any way with conduct, management and administration of the School;
 - (c) to support the goals, values and activities of the School and to view any circulars, texts or emails sent, to visit the School's parent portal on a regular basis and to read the School news;
 - (d) not to use social media or other online forum to denigrate the School, staff, students or other members of the School community;
 - (e) to conduct themselves (including in their use of digital social media) in a responsible, respectful and appropriate way in all of their dealings in relation to matters concerning the School;
 - (f) to communicate with students, parents, visitors and staff members of the School in a courteous manner and follow the communication guidelines laid down by the School from time to time.

- (g) to communicate and deal with School employees, staff, students and other representatives of the School in a respectful and considerate way;
 - (h) to observe the School's Staff Code of Conduct if acting as a volunteer.
20. The Parent/s must bring any complaints or grievances to the School in accordance with the School's Grievance Policy as published from time to time.
 21. The Parent/s must ensure the student is properly equipped to receive instructions from the School in line with any policy or requirement of the School from time to time and has each item of officially required uniform, clean and in good repair, and all other requirements such as textbooks, electronic devices and stationery.
 22. The Parent/s should use their reasonable endeavours to attend parent-teacher interviews, information nights, parent forums and participate in courses offered by the School which are relevant to the Student's education.

STUDENT WITHDRAWAL AND CANCELLATION OF ENROLMENT

23. The Parent/s are required to give two (2) full terms' notice in writing to the Principal or pay two (2) terms' fees in lieu of such notice prior to withdrawing the Student from the School.
24. The Principal may cancel the Student's enrolment in the following circumstances:
 - (a) the Student's effort or behaviour is such that, in the opinion of the Principal, she is not benefiting from the courses and programs provided by the School;
 - (b) the Student fails to obey or breaches the School's policies, rules or procedures, including any student code of conduct, or for any other reason considered appropriate by the Principal;
 - (c) if the Principal is of the opinion that the relationship between the Parent/s and the School or any of its employees or staff has broken down and is not conducive to the Student's education;
 - (d) if the Parent/s or the Student posts material on social media which, in the sole opinion of the Principal, is abusive, disrespectful, inappropriate or is likely to negatively affect the reputation of the School;
 - (e) the Parent/s are in breach of this Enrolment Contract;
 - (f) the behaviour and conduct of the Parent/s towards the School or to any of its staff breaches any parent code of conduct.
25. The School reserves the right to cancel the enrolment of the Student, together with any other child or children of the Parent/s who are enrolled at the School, if the Parent/s have not paid in full by the due date all amounts required to be paid by them to the School, whether or not such amounts are payable in respect of the enrolment of the Student. Any decision by the Principal to cancel an enrolment is final. If the Student's enrolment is cancelled by the Principal the Parent/s shall be liable for and pay all fees and charges (including but not limited to all music and other charges) up to and including the date of notice of the Student's enrolment cancellation. Participation in an excursion, trip or event after the Student's last day of enrolment will be cancelled.

UPDATING INFORMATION

26. The Parent/s shall ensure the School is kept informed of any changes to the information supplied on the Application for Enrolment form and, in particular, the address or addresses at which the Student resides and contact and emergency details of the Parent/s.
27. The Parent/s must provide and disclose to the School on a timely basis copies of any Family Court or other court orders that may impact on or relate to the Student. These include orders concerning the Parent/s or person with whom the student is to live and the rights of each Parent/s in respect of decisions concerning the Student's education and day to day issues.

28. Notwithstanding any change to living arrangements for the Student, or Family Court orders, the Parent/s remain responsible for fees and charges unless the School agrees otherwise in writing.
29. From time to time the Commonwealth and State Governments may require aggregate data surrounding demographic information about the Parent/s, the Student or the school community for the purposes of determination around government funding levels. The School will be contacting you on these occasions to update your personal information.
30. In accordance with the requirements of the Commonwealth Government's Privacy Legislation, the School has in place policies and procedures intended to safeguard the integrity of data collected at enrolment.

GENERAL MATTERS

31. A proportion of fees collected may be applied to the running of the School's Kindergarten.
32. The School will send academic reports to the address or addresses notified by the Parent/s . Where the Parent/s are separated or divorced, reports will be sent to both Parent/s unless there is an order of a court or an agreement signed by both Parent/s that the reports will only be sent to one Parent.
33. The School determines the Services that will be provided at the School from time to time in its absolute discretion. The course offerings, curricular and co-curricular offerings 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, manner of teaching, and processes and other services affecting its students.
34. The Parent/s acknowledges that the School does not guarantee or represent in providing the Services any particular or specific student outcome or level of achievement for the Student.
35. Where a campus or part of a campus of the School becomes unavailable for any reason, including because of a decision by the School on safety grounds to vacate, because of fire, natural disaster or the outbreak of illness or disease, or because of any emergency, the School may require its students or any of them to attend an alternative campus or location, or to not attend any campus or other location for a period, including that the students undertake remote learning for a period of time from home. The inability of the School to provide the Student with access to any campus or part of a campus, or any alternative campus, or any decision by the School to exclude access to such campuses, will not entitle the Parent/s to any rebate, repayment or waiver of tuition fees and charges except at the sole discretion of the School.
36. Students are required to participate in all compulsory activities including all classes, excursions, student led events, camps, outdoor education activities and in the religious life of the School including Christmas and Easter services.
37. Charges may be levied for some optional activities and will be payable unless the Student is unable to attend due to ill health or other reason where it is impossible for the Student to attend.
38. The Parent/s who have signed this Enrolment Contract (where more than one) shall be jointly and severally bound by these terms and conditions and the obligations imposed on them.
39. The Parent/s acknowledge that they have read and understood the School's Business Terms and Conditions and shall be jointly and severally bound by those Business Terms and Conditions and the obligations imposed on them.
40. Any clause of these terms and conditions that are unenforceable shall be severed and the remaining terms will be unaffected.
41. Nothing in this Contract 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.
42. This Contract is governed by the laws of Victoria.