

## Business Regulations Policy

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*These Business Regulations set out the Terms and Conditions on which students are enrolled at Alphington Grammar School. By enrolling your child at the School, parents/guardians accept and agree to be bound by these Conditions of Enrolment through the acceptance of an offer for enrolment. If there is more than one Applicant, each Applicant is bound by the Terms and Conditions of Enrolment including joint and several liability for payment of fees.*

### 1. Purpose:

- 1.1. An application for admission must be completed and submitted to the School Registrar, together with a AUD\$110 application fee. The Registration Fee covers administrative costs and is non-refundable.

### 2. Priority:

- 2.1. An application for admission does not guarantee an offer of enrolment. Applications may be assessed and Applicants invited for interview in the following order of priority:
  - siblings to current students;
  - children of alumnae;
  - connection to school;
  - date of application.
- 2.2. There is an advantage to submit an early application.

### 3. Admissions/Interview:

- 3.1. For Year 7 entry, applications should be submitted approximately two (2) years prior to the requested entry. Prospective students will be invited to an interview, at that time parents/guardians will be asked to provide the School with relevant information about their child's academic, learning, medical, physical, social and emotional needs, and/or any matter which may affect the School's ability to meet their child's educational needs.
- 3.2. For all other year levels of entry, an invitation to interview will occur up to eighteen (18) months prior to commencement.
- 3.3. Overseas students will be allocated available places by date of application, subject to interview and sufficient English language skills to succeed in course offerings.
- 3.4. An offer of enrolment may be made at the discretion of the Principal, in accordance with the School's Enrolment Policy, and will be conditional on the Principal being satisfied as to the suitability of the Applicant and the ability of the School to meet the Applicant's educational needs.

### 4. Confirmation of Enrolment (Local Students):

- 4.1. An application for admission must be completed and submitted to the School Registrar, together with a AUD\$110 non-refundable application fee. An application for admission does not guarantee an offer of enrolment at the School.
- 4.2. If an offer of enrolment is received, the parents/guardians confirm their acceptance of the offer and these Conditions of Enrolment (as varied from time to time) by:
  - *Acceptance and signatures* – signing and returning Confirmation of Enrolment form;
  - *Confirmation Payment Early Learning Centre* – paying a non-refundable Confirmation fee of AUD\$1250;
  - *Confirmation Payment all other Year levels* – paying a non-refundable confirmation fee of AUD\$1250.

## **5. Fees:**

- 5.1. The parents/guardians agree to pay tuition fees and other charges in relation to the enrolment of their child.
- 5.2. Tuition fees and other charges are set by the School Board and may be changed from time to time at its discretion. Parents/guardians will be issued with a Schedule of Fees and Payments each year and will be bound by its terms.
- 5.3. The Schedule of Fees and Payments is available at <https://www.alphington.vic.edu.au/enrolments/fees-and-charges/>
- 5.4. The Applicant(s), if more than one, are jointly and severally liable for the payment of all fees and charges involved by the School in relation to a student's enrolment. This joint and several liability continues regardless of any changes to the relationship between the Applicants, any Court Order as between the Applicants, or any child support or other arrangement between the Applicants regarding payment of fees.
- 5.5. Students admitted to School during a Term will be charged Tuition and Consolidated Fees on a pro rata basis.
- 5.6. No refund of fees paid for or waiver of any fees outstanding will be made if a student is withdrawn from the School during a Term or is absent for any reason. The School reserves the right to refuse a student permission to enter a new Term while any part of the fees or part of the fees or charges for the previous quarter is outstanding, unless parents/guardians obtain a formal written agreement from the School Business Manager and/or the Principal.
- 5.7. If the student is withdrawn at the insistence of the School, the parents/guardians remain liable for all fees and charges to the date of notification of the student's enrolment at the School being terminated but shall be discharged from any further financial obligations.
- 5.8. In the case of prolonged illness (one school Term or more), an application, including a medical certificate, may be made to the Principal for some remission of tuition Fees.
- 5.9. The School has the authority to take such action deemed necessary to recover unpaid fees or charges, including costs of recovery, without any further notice.
- 5.10. Payments made by all credit cards will incur a surcharge.

## **6. Sibling Discount:**

- 6.1. A 10% sibling fee discount on tuition fees applies to the second child attending Alphington Grammar School and a 30% fee discount on tuition fees to third or subsequent children of the one family who are attending the School at the same time. The discounts do not apply to the first child or to students in receipt of any other discount or scholarship.

## **7. Scholarships:**

- 7.1. The School Council offers scholarships annually, details of which are available from the School Registrar.

## **8. Continued Enrolment:**

- 8.1. Subject to these Conditions of Enrolment, once enrolled, a student remains enrolled at the School from year to year until the completion of Year 12.
- 8.2. During the course of their student's enrolment, Applicant(s) are required to inform the School of any change to their contact details, and any relevant information concerning their child, such as:
  - reports or assessments pertaining to the student's learning, medical, physical, social and psychological needs;

- any change in family circumstances which may affect the student's life at school; and
  - any Court Orders that may impact on the student and of which the School should be made aware.
- 8.3. Parents/guardians are responsible for ensuring the ongoing accuracy and currency of student and family information provided to the School in writing.

## **9. Student Participation:**

- 9.1. Parents/guardians agree that their children will participate in all parts of the timetabled school program including camps and Gateways, and in those aspects of the co-curricular program, which the School deems compulsory.
- 9.2. This includes Sports, Physical Education and Performing Arts programs, including events scheduled wholly or partly outside the timetabled school day.
- 9.3. Failure to comply with this requirement may lead to a student's enrolment being suspended or terminated.
- 9.4. Parents/guardians agree to allow their children to attend all school camps, excursions, sport, experiential programs and other co-curricular activities and, agree to meet the costs associated with such programs.

## **10. School Policies:**

- 10.1. The enrolment of students is conditional upon students and parents/guardians observing all other relevant policies and directions of the School, as determined by the School. These may change from time to time to meet the operational needs and obligations of the School. By applying for enrolment, parents/guardians accept these terms and conditions. These terms and conditions may be varied at any time by the School, by written notice to parents/guardians via the School's communication systems, and will apply from the time they are promulgated.

## **11. Student Discipline:**

- 11.1. The School reserves the right to discipline any student. A student may be suspended or expelled if, in the opinion of the Principal, the student is guilty of breaking any of the School's rules and regulations, or is guilty of behaviour prejudicial to the welfare of the School, its staff or its students.
- 11.2. A student who is suspended shall not enter upon the School grounds for any purpose during the period of suspension without the express permission of the Principal and will be the sole responsibility of their parents/guardians during this period. Parents/guardians should refer to the School Policies contained in the School Parent Information Handbooks or website.

## **12. Attendance:**

- 12.1. Students returning to School after holidays must join their classes on the dates fixed for resuming. Students shall not leave the School at the end of Term until published closing dates.
- 12.2. Parents/guardians must apply in writing to the Head of School for approval for such student absence from the School.

## **13. Uniform:**

- 13.1. The Applicant agrees to support the School's Uniform Policy and accepts that the student will wear the correct uniform, unless there is a medical or religious reason requiring some alteration to the uniform and, at all times when wearing the School uniform, act in a way that reflects well on the School.

#### **14. Leave of Absence:**

- 14.1. All requests for an extended leave of absence must be submitted to the Head of School for approval at least one (1) Term in advance. Apart from leave for medical reasons, requests for leave of absence are discouraged.
- 14.2. Where a student's leave of absence is approved, full School Fees are still payable for the duration of the absence.

#### **15. Withdrawal of a Student:**

- 15.1. Parents/guardians who wish to withdraw their child from the School must provide the Principal with one (1) full Term's notice in writing.
- 15.2. Failure to comply will incur a fee equivalent to one quarter the Annual School Fees and Charges. If a student leaves during the Term without the appropriate notice, no refund will be made for the remainder of the Term.

#### **16. Cancellation of Enrolment:**

- 16.1. At the discretion of the Principal, and in addition to any other right of cancellation in these Terms and Conditions of Enrolment, the enrolment of a student may be cancelled where:
  - the student's application or attitude to their studies is unsatisfactory;
  - the student or the Applicant(s) fails to adhere to the Schools rules, regulations or policies (including the Student Code of Conduct and Parent Code of Conduct) or engages in conduct which is prejudicial to the School, its students or staff;
  - tuition fees are not paid in full by the due date, or within such time as agreed by the School in writing;
  - the Principal considers that the relationship of trust and co-operation between the Applicant(s) and the School, or its staff, has broken down irretrievably; and
  - the student or the Applicant(s) fails to meet visa requirements.
- 16.2. There will be no refund of tuition or other fees for failure to attend any compulsory school activities or, where a student's enrolment is cancelled.

#### **17. Medical:**

- 17.1. The Applicant(s) must notify the School if there are changes to the physical and/or mental health of the student at any given time and provide any relevant information or reports, as requested by the School, in a timely manner. The School reserves the right to assess and determine its ability to provide ongoing education to a student.
- 17.2. If a student sustains an injury or illness while attending School or taking part in school activities and the Applicant(s) cannot be contacted, the School is authorised to:
  - administer first aid as it considers reasonably necessary; and/or
  - consent to the student being transported by ambulance, and receiving any medical, dental, or surgical treatment deemed necessary by a Medical Practitioner.
- 17.3. This authority exists in addition to any other medical consent provided by the Applicant(s) to the School.
- 17.4. The Applicant(s) will be responsible for any expenses arising from the ambulance transport, or medical, dental, surgical or hospital treatment of the student.
- 17.5. The Applicant(s) will ensure that the student is appropriately immunised in accordance with applicable laws. The School reserves its right to exclude a student in certain circumstances if the student is not appropriately immunised and this will be strictly enforced in line with the School's legislative obligations.

## **18. Variations to Conditions of Enrolment:**

- 18.1. The School reserves the right to vary these Terms and Conditions of Enrolment from time to time. Applicant(s) will be notified of material changes in writing.
- 18.2. The enrolment, or continued enrolment, of a student will signify acceptance by the Applicant(s) of any variation/s to the Terms and Conditions of Enrolment.

## **19. Privacy:**

- 19.1. The School collects personal information about students and the Applicant(s) both prior to, and during the course of, a student's enrolment at the School.
- 19.2. The School's Privacy Policy sets out the manner in which the School collects, uses, protects, discloses and provides access to personal information. The policy, which also sets out the process for managing complaints about privacy, can be viewed on the website.

## **20. Student Property:**

- 20.1. Students are responsible for any personal belongings brought to school, including, but not limited to, musical instruments, sporting equipment, electronic devices and clothing. The School will not be liable for any loss or theft of, or damage to, such belongings, regardless of where the possessions are kept.

## **21. Consents:**

- 21.1. This section applies to all programs and activities run by the School, both curricular and co-curricular, and any activities within the scope of activities expected of a student of the School. This includes before and after school care and any travel undertaken in the course of, to or from school activities.
- 21.2. The Applicant(s) agrees and consents to the following:
  - the student may access the services of School specialists such as the Nurse and Student Wellbeing Coordinators. The Applicant(s) consents to those services being provided to the student and for confidentiality between student and specialist to be maintained without reference to the Applicant(s) where deemed appropriate;
  - the School may arrange first aid and medical treatment in the event of an emergency and agrees to be responsible for all cost of any such treatment (e.g. ambulance expenses); and
  - to cover all costs relating to loss or damage to School property arising from the use or possession of such property by the student and/or Applicant(s).
- 21.3. The School may include photographs and/or audio/visual material of the student in print and online for distribution within the School community or outside the School. The Applicant(s) consents to such use and disclosure of the student's photographs and/or audio/visual material unless such consent is expressly withdrawn via written notification to the School prior to the use of such material.
- 21.4. In signing the Enrolment Acceptance, the Applicant(s) consent to the School using both the Applicant(s) and the student's personal information for the purposes of receiving School marketing communication (e.g. School magazine or invitations to Open Morning), by mail or email.

## **22. Disclosure of Information:**

- 22.1. Parents/guardians must disclose all relevant details regarding medical or other conditions, which may affect the School's approach to meeting the needs of the student, and consideration of any extra services and facilities, which may be required. The School reserves the right to obtain further information regarding the student, for example by conducting reference checks with the student's school.

- 22.2. Failure to provide relevant information may lead to the student's enrolment being declined or terminated.

### **23. Governing Law:**

- 23.1. The laws of the State of Victoria apply and all parties submit to the exclusive jurisdiction of the Courts of Victoria.

### **24. Definitions:**

- 24.1. *Applicant* means the person/s set out in the Enrolment Acceptance, being the parent/s and/or legal guardian/s of the student listed in the Enrolment Acceptance and if more than one, each of them jointly and severally.
- 24.2. *School* means Alphington Grammar School, ABN 11007 434 362, CRICOS 01376D.
- 24.3. *School Policies and Rules* means School policies, rules and guidelines as detailed on our website or provided to you by other means, as amended from time to time.
- 24.4. *Terms and Conditions of Enrolment* means these Terms and Conditions of Enrolment, including any subsequent amendments made by the School.
- 24.5. *Enrolment Acceptance* means the agreement forming part of these Terms and Conditions of Enrolment by which the Applicant(s) agrees to be bound.
- 24.6. *Fees* means tuition and additional charges set out by the School and outlined in the annual Fee Schedule, available on our website.
- 24.7. *Local Student* means:
- an Australian citizen;
  - a New Zealand citizen (or dual citizenship holders of either Australia or New Zealand); or
  - an Australian permanent resident.
- 24.8. *Overseas Student* means a student who is not a local student and who is a temporary resident on student Visa status (500).
- 24.9. *Principal* means the Principal of the School, or the Principal's authorised delegate.
- 24.10. *Student* means the student set out in the Enrolment Acceptance.
- 24.11. *Website* means [www.alphington.vic.edu.au](http://www.alphington.vic.edu.au)