

Terms and Conditions of Enrolment - International Students

These Conditions of Enrolment set out the terms and conditions on which international students are enrolled at Alphington Grammar School.

By accepting an offer of enrolment and enrolling your child at the School, parents/guardians/parent liaisons accept and agree to be legally bound by these Conditions. If there is more than one Applicant, each Applicant is bound by the Conditions jointly and severally, including joint and several liability for payment of all Fees and Charges owed to the School. Responsibility for Fees and Charges remains with all signatories irrespective of what may happen to the relationship of the signatories.

These Conditions, as amended from time to time, continue to apply for the duration of the Student's enrolment at the School, unless amended by the School, and form a legally binding contract between the Applicants and the School. Any right, entitlement, obligation of or action required by the School under these Terms and Conditions may be exercised by the Principal and/or the School Council (whichever is deemed appropriate by the School) on behalf of the School.

The Applicants acknowledge that they have read, understood and agree to the following:

1. Introduction

- 1.1. At all times the School reserves the right, subject to legal requirements, to select the students who attend the School according to School policies as varied from time to time. The School may, in its absolute discretion, reject an application for enrolment or re-enrolment.
- 1.2. The Applicants must ensure that the School's records in relation to the Student are correct and up to date and, accordingly, must advise the School as soon as possible of any changes to the Student's records, including the Student's or the Applicants' contact information.
- 1.3. The Applicants agree that if they provide any misleading or inaccurate information to the School, the School may refuse to enrol the Student or may suspend or terminate the enrolment of the Student.
- 1.4. The Applicants will communicate with the School promptly (within 24 hours) when the School contacts the Applicants in relation to wellbeing issues.
- 1.5. The development of the Student remains the priority for 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.

2. Educational Services Provided

The School provides educational services that fall within the scope of the School's registrations, including services to operate an Early Learning Center.

- 2.1. 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.
- 2.2. A proportion of funds raised, or fees collected on behalf of the School may be applied to the operations of the Early Learning Center.

3. Continued Enrolment

- 3.1. In signing the Enrolment Agreement, the Applicant and Student agree to the Terms & 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.
- 3.2. Subject to these Conditions, once enrolled at the School, a Student remains enrolled

- at the School from year to year until the completion of Year 12.
- 3.3. Students are required to maintain 60% in EAL to progress through their course as designed (refer to Academic Progression Policy for more information).
 - 3.4. The School reserves the right to withdraw a student earlier in accordance with Clause 15.1.
 - 3.5. During the course of the Student's enrolment, the Applicant(s) are required to inform the School of any change to their contact details, and any relevant information concerning the Student, such as:
 - (i) reports or assessments pertaining to the Student's learning, medical, physical, social and psychological needs;
 - (ii) any change in family circumstances which may affect the Student's life at school; and
 - (iii) any Court Orders that may impact on the Student and of which the School should be made aware.
 - 3.6. The Applicants are responsible for ensuring the ongoing accuracy and currency of the Student and family information and that the information is provided to the School in writing.
 - 3.7. The failure of any reason of the School, School Council or Principal to exercise any right reserved in this notice or the allowing of any time for compliance shall not be taken as a waiver of such right and no estoppel shall arise therefrom.

Enrolment Procedure

4. Application for Enrolment

- 4.1. The School enrolls International Students at all Primary and Secondary levels.
- 4.2. Applications must be made through the School's official application form. Both parents must sign this form.
- 4.3. A non-refundable AUD \$110 application fee, and an extract of the Birth Certificate (or similar documentary evidence of birth), certified copy of School Reports and copy of Passport must accompany each application.
- 4.4. It is the responsibility of the Applicant to ensure the School is informed of any changes to contact details. An application may be removed from the waiting list if after repeated attempts, the Applicant is unable to be contacted.
- 4.5. While application is a pre-requisite for admission, it is not a guarantee of admission. The School reserves the right to offer a place to any applicant, irrespective of the date of application.
- 4.6. An Australian Education Assessment Services (AEAS) test, the School's approved testing service, must accompany each application, the cost of which shall be borne by the parents.

5. Priority

- 5.1. An Application does not guarantee an offer of enrolment for the Student. Applications may be assessed, and Applicants invited for interview, in the following order of priority:
 - (i) The date on which the application for admission is submitted to the School in accordance with clause 4.3 of the Conditions.

6. Admission/Interview

- 6.1. For Year 7 entry, Applications should be submitted approximately two (2) years prior to the requested enrolment at the School.
- 6.2. For all other year levels of entry, Applications should be submitted up to eighteen (18) months prior to the requested enrolment at the School.
- 6.3. The School may, in its absolute discretion and subject to the order of priority set out at clause 5.1 of the Conditions, invite a prospective student to an interview. The

interview may occur up to 2 years prior to the requested enrolment for year 7 entry, and otherwise up to eighteen (18) months prior to the requested enrolment except for enrolment in the Early Learning Center.

- 6.4. If the School invites a prospective student to an interview, at that time the Applicants must provide the School with current 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.
- 6.5. Overseas students will be allocated available places by date of Application, subject to interview and sufficient English language skills to succeed in course offerings.
- 6.6. An offer of enrolment for the prospective Student at the School may be made at the discretion of the School, in accordance with the School's Enrolment Policy and will be conditional on the School being satisfied as to the suitability of the prospective Student and the ability of the School to meet their educational needs.
- 6.7. Admission to the School is conditional upon the Principal being satisfied as to the suitability of the applicant and the student achieving a satisfactory standard of English via an English Proficiency test as stated by the School.
- 6.8. International Students are required to complete an AEAS test before commencing their studies in Australia. This involves testing of reading comprehension skills, vocabulary and spelling ability, ability to construct a written essay, and listening and speaking ability. Alphington Grammar School issues Certificates of Enrolment at the School to students who satisfy the requirements of course entry (refer to International Student Requirements for Course Entry).

7. Confirmation of Enrolment

- 7.1. The Offer of Enrolment may be made only after the applicant has attended an interview and the School has received and approved the student's last official report from their previous school.
- 7.2. An offer of enrolment is accepted by signing and returning the International Offer of Enrolment Agreement form, together with the nomination of Homestay and Designated Parent Liaison forms, plus the payment of the non-refundable Confirmation of Enrolment fee of AUD \$1250, together with monies as detailed on the International Offer of Enrolment Agreement.
- 7.3. If the enrolment does not proceed, the School will retain the Confirmation of Enrolment fee.
- 7.4. As a condition of admission for any student entering the School at the beginning of the year, a sum equivalent to the full amount of the Annual Tuition Fee will be due and payable in advance pursuant to the Offer of Enrolment being made, as is notified in writing by the School. The making of this payment is also a condition for the issue of a Confirmation of Enrolment (CoE).
- 7.5. For students entering the School in the course of a year, a sum equivalent to the full amount of the Annual Tuition Fee for the year will be due and payable in advance pursuant to the Offer of Enrolment being made, as is notified in writing by the School. The making of this payment is also a condition for the issue of a Confirmation of Enrolment (CoE). However, upon commencement, the Tuition Fee for half of the year in which the student commences will be calculated on a pro rata basis and that amount is deducted from the fees in advance, following which the balance thereof will be applied as a credit towards the Tuition Fees for the next billing cycle.
- 7.6. Should there be an increase in fees between making such a payment and the admission of the student to the School, the amount representing the difference will be billed for immediate payment.

8. Leave of Absence

- 8.1. All requests for an extended leave of absence for the Student 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 of the Student are discouraged by the School and will be at the discretion of the School.

- 8.2. Where a Student's leave of absence is approved by the School, full Fees and Charges are still payable by the Applicants for the duration of the absence.
- 8.3. If the leave of absence is not approved and the Student nevertheless takes the leave of absence, 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.
- 8.4. Students who do not meet the attendance requirements of courses and year levels may not be eligible for progression to the next level.

9. Medical

- 9.1. The Applicants must notify the School as soon as possible if there are changes to the physical and/or mental health of the Student at any time, and provide appropriate and accurate information and documentation, which may impact upon the School's ability to properly care for and/or educate the Student, and to enable consideration of any reasonable adjustments and facilities that may be required.
- 9.2. During the period that the Student is enrolled at the School, the Applicants must, as soon as practicable, bring to the School's attention, with appropriate documentation, any new medical conditions, physical impairment, mental impairment or other conditions affecting the Student that may impact upon the School's ability to properly care for or educate the Student, and to enable consideration of reasonable adjustments to services and/or facilities that may be required.
- 9.3. The School reserves the right to assess and determine its ability to provide ongoing education to a Student.
- 9.4. 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:
 - (i) administer first aid as it considers reasonably necessary; and/or
 - (ii) consent to the Student being transported by ambulance, and receiving any medical, dental, or surgical treatment deemed necessary by a Medical Practitioner.
- 9.5. The authority set out in clause 9.4. exists in addition to any other medical consent provided by the Applicants to the School.
- 9.6. The Applicants will be responsible for any expenses incurred on behalf of the School arising from the ambulance transport, or medical, dental, surgical or hospital treatment of the Student.
- 9.7. The Applicants 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.
- 9.8. The School must be immediately notified of any infectious or contagious illnesses or diseases which are contracted by a Student and that Student will not be permitted to attend school, or any School activity, until a medical clearance has been obtained in writing.

Student Withdrawal or Termination

10. Withdrawal of a Student

- 10.1. If the Applicants wish to withdraw the Student from the School, the Applicants must provide the School with at least one (1) full term's notice in writing and pay the School any wasted costs incurred for pre-booked trips. Such notice must be received before the first day of the student's last term, otherwise a terms fees will be charged
- 10.2. Failure to comply with clause 10.1 will incur a fee equivalent to 25% of the Annual

Fees and Charges applicable for the Student's year level plus any wasted costs incurred for pre-booked trips.

- 10.3. If a Student leaves the School during the term without the appropriate notice, no refund will be made for the remainder of the Fees and Charges for that term.

11. Cancellation of Enrolment

- 11.1. Should a student, for whom a place at the School has been accepted and the required advance fees have been made and the student is unable to attend the School as a result of an unsuccessful Visa application, the School will refund any advance course fees. Evidence of the Visa application will be required.
- 11.2. If the School refuses to provide or continue providing the course to a student, or cannot provide a suitable alternative course, the student will be entitled to a refund of any Tuition Fees paid. Exception to this will apply in accordance with Section 47D (5) of the Education Services of Overseas Student Act (2000).
- 11.3. Should the student be subsequently withdrawn from enrolment before the student commences at the School then the refund of fees paid will be as follows:
- Less than 30 days receipt of notice before the commencement of the school year – **25%** refund;
 - 31-60 days receipt of notice before the commencement of the school year – **50%** refund;
 - 61+ days receipt of notice before the commencement of the school year – **75%** refund.
- 11.4. No refund of fees paid for that year or waiver of any fees outstanding will be made if a student is withdrawn or absent for any reason from the School during the year without the required notice and without a reason which is acceptable to the School.
- 11.5. An International Student or intending International Student defaults if the following events occur:
- a course starts at the School on the agreed starting day, but the student does not start the course on that day (and has not previously been withdrawn);
 - the student withdraws from the course (either before or after the agreed starting day) in which case Clause 3.3 applies;
 - the student failed to pay an amount they are liable to pay to the School, directly or indirectly, in order to undertake the course;
 - the student breached a condition of their student visa; and
 - misbehaviour by the student.

12. Termination of Enrolment

- 12.1. At the discretion of the School, and in addition to any other right of termination of enrolment in these Conditions, the enrolment of the Student at the School may be terminated immediately (with or without notice) where:
- (i) the Student's application, attitude or performance in relation to their studies is unsatisfactory;
 - (ii) the Student or the Applicants fail to comply with the School Policies and Rules (including, but not limited to, the Student Code of Conduct and the Parent Code of Conduct) or engages in conduct which is prejudicial to the School, its students or staff;
 - (iii) Fees and Charges are not paid in full by the due date, or within such time as agreed by the School in writing;
 - (iv) the School considers that the relationship of trust and co-operation between the Applicants and the School, or its staff, has broken down irretrievably;
 - (v) the student or the Applicants fail to meet visa requirements;
 - (vi) there is a breach of these Conditions; or
 - (vii) for any other lawful and objective reason deemed appropriate by the

Principal.

- 12.2. If a student is withdrawn at the insistence of the School (see Clause 12.1) the parents/parent liaison are liable for all school fees and charges. No fees paid for that year will be refunded or waived.
- 12.3. There will be no refund of any Fees and Charges for failure of the Student to attend any compulsory school programs or activities or where the Student's enrolment is suspended or termination in accordance with these Conditions.

Expectations of Students and Parents and Parent Liaisons

13. Student Participation

- 13.1. The Applicants agree that the Student 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.
- 13.2. This includes Sports, Physical Education and Performing Arts programs, including events scheduled wholly or partly outside the timetabled school day.
- 13.3. Failure to comply with this requirement may lead to the Student's enrolment being suspended or terminated.
- 13.4. The Applicants give permission for the Student to attend all school camps, excursions, sport, experiential programs and other co-curricular activities and the Applicants agree to meet the costs associated with such programs.
- 13.5. The Applicants must notify the School in writing if there are any activities for which they do not give permission for the Student to participate in.
- 13.6. Students are required to have a range of items for School activities, including books, stationery, and school and sports uniform, during their enrolment. The details of these items may be obtained from the School. It is the responsibility of the Applicants to ensure that the Student has the school approved items as required.
- 13.7. The Applicants acknowledge that the School may change the curriculum or courses that it offers from time to time at its absolute discretion.
- 13.8. There will be no refund or partial refund of any fees and charges for disinclination to participate.
- 13.9. All school fees and charges must be paid up to date before a student is eligible to participate in additional trips and experiential programs outside of those deemed compulsory by the School.

14. School Policies

- 14.1. The enrolment of the Student at the School is conditional upon the Student and the Applicants observing all relevant School Policies and Rules.
- 14.2. The School Policies and Rules may change, and be varied or removed, from time to time to meet the operational needs and obligations of the School. The School will give notice to the Applicants of such changes via the School's communication systems, and they will apply from the time they are promulgated.
- 14.3. The Applicants agree to comply with all such School Policies and Rules (and any notified variations to those Policies and Rules). Any such School Policies and Rules are not incorporated into, and do not form part of, these Conditions.

15. Student Discipline

- 15.1. 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 the School's rules and regulations, or is guilty of behaviour prejudicial to the welfare of the School, its staff or students or, school property.
- 15.2. When the Principal suspends a student, the parents/parent liaison shall be notified to that effect and, of the duration of the suspension.
- 15.3. A student who is suspended shall not enter any school grounds for any purpose during

the period of suspension without the express permission of the Principal. The student shall be the sole responsibility of their parents/parent liaison during the period of their suspension. Suspension shall debar a student from any entitlement expressed or implied to sit for public or any examinations conducted by the School.

- 15.4. If, in the opinion of the Principal, it is in the best interests of the School, its staff or students that a student should no longer remain enrolled, the student's name shall be removed from the school roll. The student shall be debarred from attendance at the School for any purpose, and the Principal shall notify the parents/parent liaison to that effect. Any student so expelled shall therefore not enter upon the school grounds or have any entitlement thereafter expressed or implied to sit for public or any examinations conducted by the School.
- 15.5. When a student has been suspended or expelled, the parents will be notified. The School will advise students that Alphington Grammar School will maintain approval of accommodation and care arrangements according to the provisions of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.
- 15.6. If a student is expelled the parents will be required to immediately make arrangements for the student to return home.
- 15.7. Suspension and cancellation of enrolment can have an effect on the student's visa as a result of changes to their enrolment status. Students can visit the Department of Home Affairs website for further information about their visa conditions and obligations.
- 15.8. The Applicants 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 the Student's behaviour and conduct.
- 15.9. 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 their bag, locker, or electronic devices and may authorise a search of the Student's person or direct that his/her pockets or clothing be emptied.
- 15.10. The attention of parents/parent liaisons is drawn to the School's Student Behavior Policy contained in the School Parent Handbook.

16. Parents/Guardians' Conduct

- 16.1. The Applicants must behave in such a manner that the image of the School is not negatively affected or brought into disrepute and to treat and deal with the School's employees, representatives, other parents and students with respect and consideration.
- 16.2. If the School believes that a mutually beneficial relationship of trust and cooperation between the Applicants and the School or any of its staff has broken down to the extent that it adversely impacts on their relationship with the School or poses a safety risk to staff, the School may terminate the Student's enrolment together with any other child or children the Applicants have enrolled at the School.
- 16.3. The Applicants agree to comply with the School Policies and Rules as amended from time to time, including but not limited to the School's Parent Code of Conduct Policy. The School's Parent Code of Conduct Policy can be accessed on the Website and on the School's intranet.
- 16.4. The Applicants 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.

17. Parent Liaisons

- 17.1. All International Students under the age of 14 years must be accompanied by a parent as their guardian.

- 17.2. All International Students, over the age of 14, enrolled at Alphington Grammar School under a CAAW (Confirmation of Appropriate Accommodation and Welfare) arrangement must have a Parent Liaison for their duration of their studies, regardless of age.
- 17.3. Once Alphington Grammar School has been given responsibility for the welfare of an International Student, we do not delegate or outsource this responsibility to any third party.
- 17.4. The School requires that each International Student over the age of 14 years has a Parent Liaison appointed by, and known to the parents, to provide personal and practical support outside the school environment. The Parent Liaison would be expected to take personal and parental interest in all aspects of the student's welfare, including attending interviews and information sessions.
- 17.5. Where families are unable to nominate a suitable Parent Liaison, Parents/Guardians are required to contact one of the School's approved guardianship providers:
 - International Student Alliance (ISA) +61 3 9663 2887
 - Melbourne Migration & Education Centre (MMEC) +61 3 9620 9918.

18. Accommodation

- 18.1. All International Students enrolled at Alphington Grammar School, must live in approved accommodation for the duration of their enrolment, regardless of age.
- 18.2. The School must approve the designated homestay arrangements prior to the issue of the Confirmation of Enrolment (CoE) and Confirmation of Appropriate Accommodation/Welfare letter (CAAW).
- 18.3. It is preferred that an International Student completes their studies at Alphington Grammar School while living with a Department of Home Affairs approved relative. The International Student must have a parent or relative apply to the Department of Home Affairs for a Guardianship Visa, and in this case, no CAAW will be issued. If the Parent Liaison is a relative/family friend, an application must be made to the Department of Home Affairs for a Student Guardian Visa, and in this case, no CAAW will be issued. When Alphington Grammar School issues a CAAW letter accepting responsibility for approving the accommodation, support and general welfare arrangements of a student who is under the age of 18 years, the School will not delegate, outsource or contract out that responsibility.
- 18.4. Alphington Grammar School requires students to have a minimum age of 14 years to be placed in Homestay Accommodation. Students aged below 14 years are required to live with a parent or eligible relative who must hold the appropriate visa (subclass 590) obtained from the Department of Home Affairs.
- 18.5. All International Students under the age of 14 years must reside with a parent until they reach 14 years where they may then enter into an approved homestay arrangement organized by the school.
- 18.6. The School is able to assist students to find Homestay accommodation via our approved Homestay providers:
 - Australian Homestay Network (AHN) +61 3 9435 6621;
 - Student Accommodation Services (SAS) +61 3 9485 1900.
- 18.7. The School must be informed and approval must be granted before a student is permitted to change their Homestay accommodation.

19. Attendance

- 19.1. Students returning to the School after designated school holidays must join their classes on the dates fixed for resuming.
- 19.2. Students are not permitted to leave School at the end of term until the published dates.
- 19.3. A student's requirements for achieving satisfactory attendance for the course which at a minimum must be 90% or higher (if specified under State or Territory legislation or other regulatory requirements) of the scheduled contact hours.

- 19.4. The method for working out minimum attendance under this standard is to calculate the percentage the student has attended to the actual school days.
- 19.5. The School's processes for recording course attendance is done electronically using the software package "Schoolbox". Primary students' attendance is recorded morning and afternoon, while secondary students' attendance is recorded each timetabled class.
- 19.6. The School's intervention strategy is to identify, notify and assist International Students who have been absent for more than five (5) consecutive days without approval, or who are at risk of not meeting attendance requirements before the International Student's attendance drops below 90% may jeopardize their ongoing enrolment and visa conditions.
- 19.7. The School will scrutinise each student's attendance to determine and address unsatisfactory attendance with the student, homestay family and parent liaison well before the International Student reaches the point where they have failed to meet satisfactory course attendance.
- 19.8. The School may decide not to report the International Student to the Department of Immigration for breaching the attendance requirements if, the International Student is still attending at least 80% of the scheduled course contact hours and, the International Student is able to provide genuine evidence demonstrating that compassionate or compelling circumstances apply.
- 19.9. A student who fails to join a class or leaves before the date stipulated, may jeopardise their entitlement to continued enrolment in the School unless such an absence is approved in writing by the Principal (or a delegate) or, due to illness, (medical certificate required).
- 19.10. One term's notice in writing is required to be given to the Head of School for any extended absence from the School during any term (holidays, overseas travel, etc.). Full School fees are still payable for the duration of the student's absence.

20. Uniform

- 20.1. The Applicants agree to support the School's Uniform and Grooming Policies and accepts that the Student must wear the approved school and sports uniforms, unless there is a medical or religious reason requiring some alteration to the uniform which is agreed to by the School.
- 20.2. The Applicants agree that the Student must, at all times when wearing the approved School and sports uniform, act in a way that reflects well on the School.

21. Changes in Parent/Parent Liaison Relationship

- 21.1. Parent/Parent Liaisons must inform the International Student Coordinator if there is a change in their relationship with each other since the application form was lodged, (for example, divorce or separation).
- 21.2. Unless otherwise directed, the School will require that the person who is to assume obligation for the payment of the School fees to complete a new Enrolment Form. All information given to the School will be treated in the strictest confidence.

22. Changes to Student's Status

- 22.1. If a student's status changes from International Student to Local Student, a new Student Enrolment Application Form is required to be completed and signed by the parents/parent liaison.
- 22.2. The parent liaison requires written authorisation to act on behalf of the parents to sign this form. The School will also require citing the new original Australian visa that shows the change in student status.
- 22.3. The change to local student status will require the parents/parent liaisons to abide by all the school rules and regulations that apply to that of local student enrolments.

- 22.4. If there is a change in status to Local Student after the Australian Government Census for Non- Government Schools, then the amount equivalent to both the State and Commonwealth recurrent grants will be added to the School account for payment.

Business Terms and Conditions

23. Fees and Accounts

- 23.1. The Applicants agree to pay all of the School's Fees and Charges as set out on the School's Fee Schedule.
- 23.2. The Fee Schedule is available at <https://alphington.vic.edu.au/enrolment/fees-and-charges/>
- 23.3. Fees and Charges are set by the School Council and may be changed at any time at its discretion. Parents will be notified in advance of any such variation.
- 23.4. The School publishes an Annual Tuition Fee Schedule by October for the following year.
- 23.5. The Applicants will be issued with a Fee Schedule by the end of term three each year, setting out Fees and Charges for the subsequent year and will be bound by its terms. Any Applicants wishing to withdraw their child following the School's notification of the updated Fee Schedule should do so by the final week of term three holidays, to allow the School adequate time to find a new Student to fill the role and ensure sufficient subject choices and/or staffing for the following year.
- 23.6. Tuition Fees for any given year are due and payable in advance.
- 23.7. All invoices and statements are sent by email and are available on the School portal. Families are responsible for ensuring the School has their current email addresses and mobile phone details.
- 23.8. All fees and charges requested by the School are payable by the parents of an enrolled student within fourteen (14) days of rendering the accounts.
- 23.9. Accounts not paid by the due date will be charged a late fee at the rate specified in the Fee Schedule applicable for the relevant school year.
- 23.10. The School reserves the right to refuse a student permission to enter a school year while any part of the fees or charges from the previous quarter is outstanding, unless parents/parent liaison obtain a formal agreement from the School Business Manager and/or the School Principal.
- 23.11. As a condition of admission, any student entering the School in the course of a year will be charged Tuition Fees on a pro rata basis for the year. However, a sum of money equal to the full amount of the Annual Tuition Fee will still be payable in advance (see Clause 2.7).
- 23.12. Any Credit Card, Direct Debit or Cheque payment that is declined by the bank, for any reason, will attract an administration fee of AUD \$75.
- 23.13. If any student is on a student visa and is enrolled at Alphington Grammar School and the school fees have not been paid, the matter can be referred to the Department of Home Affairs. The Department may then cancel the visa, meaning that the student can be deported. Once the visa is cancelled the student(s) concerned will have difficulty in being reissued another student visa.
- 23.14. The Applicants, if more than one, are jointly and severally liable for the payment of all Fees and Charges invoiced by the School in relation to the Student's enrolment at the School. 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 and Charges.
- 23.15. Any agreement or act by the School not to strictly enforce the terms under these Conditions in relation to Fees and Charges 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.

- 23.16. If the Student is withdrawn at the insistence of the School, the Applicants 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 Fees and Charges.
- 23.17. All requests for a planned leave of absence from the School must be submitted in writing to the Principal/Head of School for approval at least one term in advance.
- 23.18. In the case of prolonged illness (one school term or more), an application, including a medical certificate, may be made to the School. The School may, in their absolute discretion, consider whether some remission of Fees and Charges will be provided.
- 23.19. Subject to clause 7.5 Fees and Charges are due and payable in all circumstances following enrolment. Allegations of inappropriate behaviour (including bullying) towards a student or by another student will not discharge any obligation of the Applicants to pay Fees and Charges.
- 23.20. The School Business Manager is authorised by the School Council to take such action deemed necessary to recover unpaid fees or charges, including recovery costs.

24. Levies

- 24.1. These levies are compulsory and can be charged at any time at the discretion of the School:
 - ICT Levy covers the provision of hardware, internet access, software licenses, ICT management and ICT support of students.
 - Laptop fee (compulsory) for all Year 7 students and new students in Years 8 and 9; and
 - Building Levy covers the cost of ongoing facilities management and upgrades.

25. Other charges

- 25.1. Charges apply for a range of optional services and co-curricular activities, including but not limited to International Gateways, Music Tuition, Chess, Psychometric testing and use of the School Bus Fees.
- 25.2. Invoices for Other charges are payable by due dates indicated on the invoice.
- 25.3. Before school, after school and holiday care is run on campus by an external provider and available to all Students. Fees are billed directly by the external provider.
- 25.4. Additional elective holiday programs provided by external agents are billed and payable to external providers.

26. Payment

- 26.1. All invoices are payable within 14 days of issue in Australian dollars or the due date on the invoice.
- 26.2. Payments made by all credit cards will incur a surcharge.
- 26.3. The School reserves the right to refuse to allow a Student to continue their education at the School and/or enter a new school term while any part of the Fees and Charges, or part of the Fees and Charges for the previous quarter, is outstanding, unless the Applicants obtain a formal written agreement from the School Business Manager and/or the Principal. Only in exceptional circumstances, at the sole discretion of the School, will the Student be allowed to enter a new term if any Fees and Charges are unpaid.
- 26.4. All school fees from the previous year must be fully paid up by October of the preceding school year for a student to be eligible to continue at the School.

27. Refund under Clause 47D (Education Services for Overseas Student Act 2000)

- 27.1. If the International Student or intending International Student does not default in relation to a course at the School, but the student does not start that course because the School has defaulted in relation to providing the course, the amount for the refund of Tuition Fees will be calculated as follows: refund amount = weekly tuition fee x

weeks in default period.

- 27.2. The refund will be paid by the School to the parent of the International Student, and only they can receive this refund.

28. Non-payment of fees and debt recovery fees

- 28.1. The School has the authority to take such action deemed necessary to recover unpaid Fees and Charges, including initiating legal proceedings and costs of recovery, without any further notice.
- 28.2. If any Fees and Charges are overdue (i.e. not paid within the timeframe required by the School), the School may charge the Applicants interest and any reasonable administration costs incurred by the School in respect of managing the unpaid Fees and Charges.
- 28.3. The Applicants will also indemnify the School for any costs associated in the recovery of unpaid Fees and Charges.

29. Losses Due to Theft of Damage to Property

- 29.1. Students are responsible for any personal belongings brought to school, including, but not limited to, musical instruments, sporting equipment, electronic devices, jewelry 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.
- 29.2. The Applicant will indemnify the School for any loss or damage to school property arising from the use or possession of such property by the Student and or Applicant.

30. Consents

- 30.1. 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.
- 30.2. The Applicants agree and consent to the following:
 - (i) the Student may access the services of School specialists such as the School Psychologists, the School Nurse and Student Wellbeing Coordinators. The Applicants consent to those services being provided to the Student and for confidentiality between the Student and specialist to be maintained without reference to the Applicants where deemed appropriate;
 - (ii) the School may arrange first aid and medical treatment in the event of an emergency and the Applicants agree to be responsible for all cost of any such treatment (e.g. ambulance expenses); and
 - (iii) 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 Applicants.
- 30.3. The School may take photographs and/or audio/visual material of the Student, with the Student's name, within the School's grounds or participating in school events or activities and include them in print and/or online for distribution within the School community or outside the School. The Applicants consent to such collection, 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.
- 30.4. The Applicants consent to the School using both the Applicants and the Student's personal information for the purposes of receiving School marketing communication (e.g. School publications or invitations to special events), by mail or email.

31. Disclosure of Information

- 31.1. The Applicants 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.

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

32. Court Order

- 32.1. Unless the School is supplied with a Court order or written authorisation signed by both of the Applicants which provides otherwise, the School will proceed and act on the basis that each of the Applicants have equal rights and responsibilities in relation to the Student. The Applicants will at all times act in accordance with any relevant Court orders in their dealings with the School.
- 32.2. If there is a change in legal guardianship or care for the Student, the Applicants 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 parents/guardians, confirming the status of the Student's enrolment. The Applicants indemnify the School against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Applicants.

33. Severability

- 33.1. If a court decides that part of these Conditions are not valid or not enforceable, that part of the Conditions will be modified so that it is enforceable. If that part cannot be modified, it will be severed and the rest of the Conditions will continue to operate.

34. Appeals and Complaints/Student Legal Rights

- 34.1. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

35. Contact Information

- 35.1. You are required to advise Alphington Grammar School of any changes in your contact information within seven (7) days of the change during your studies at Alphington Grammar School. This includes changes to address of homestay, mobile number, email address, who to contact in an emergency situation or intended change to welfare arrangements.

36. Governing Law

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

37. ESOS Statement

- 37.1. Alphington Grammar School is governed by the regulations and guidelines of The Education Services for Overseas Students Act (2000) (The 'ESOS Act') and the National Code 2018.

38. Definitions

In these Conditions:

- 38.1. *Applicants* 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. If there is more than one Applicant, these Conditions apply to the Applicants jointly and severally.
- 38.2. *Conditions* means these Terms and Conditions of Enrolment, including any subsequent amendments made by the School.
- 38.3. *Enrolment Acceptance* means all documents included in the "Alphington Grammar

- Enrolment Agreement". Offers of enrolment are accepted by Applicants by signing the Confirmation of Enrolment form in relation to the Student .
- 38.4. *Fees and Charges* means tuition fees and other fees, charges and/or levies in relation to the enrolment of the Student at the School as set out by the School and/or outlined in the annual Fee Schedule.
- 38.5. *Fee Schedule* means the Fee Schedule issued to the Applicants by the School each year and sets out the Fees and Charges and is available on the School's website.
- 38.6. *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.
- 38.7. *Overseas Student* means a student who is not a local student and who is a temporary resident on student Visa status (500).
- 38.8. *Parent/guardian* means parent or guardian or authorised guardian holding a guardianship visa (subclass 590) issued by the Department of Home Affairs.
- 38.9. *Principal* means the Principal of the School, or the Principal's authorised delegate.
- 38.10. *School* means Alphington Grammar School, ABN 11007 434 362, CRICOS 01376D.
- 38.11. *School Policies and Rules* means School policies, procedures, rules and guidelines as detailed on our website, or provided to the Applicants by other means, as amended from time to time.
- 38.12. *Student* means the student set out in the Enrolment Acceptance, being the child of the Applicants who has applied to be enrolled, or is enrolled, at the School.
- 38.13. *Website* means www.alphington.vic.edu.au

These Conditions are a legally binding contract between the Applicants and the School. By signing the Enrolment Acceptance, the Applicants accept and agree to comply with these legally binding Conditions.