

## Terms and Conditions of Enrolment

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

*By accepting an offer of enrolment and enrolling your child at the School, parents/liasons 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 Board (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 incomplete, 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. The School may cancel a student's enrolment if fees are not settled by the payment due date at the sole discretion of the Principal.
- 3.4. 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.
- 3.5. 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.

## Enrolment Procedure

### 4. Application:

- 4.1. An application for admission of the Student at the School (**Application**) must be completed and submitted to the School Registrar, together with the registration fee of AUD \$120 (or any other amount as set out in the current Fee Schedule) (**Registration Fee**). The Registration Fee covers administrative costs and is non-refundable. 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.

### 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) Where the Student is a sibling to current students at the School;
  - (ii) Where the Student is a child of alumnae of the School;
  - (iii) Where the Student has another connection to the School;
  - (iv) The date on which the application for admission is submitted to the School in accordance with clause 4.1 of the Conditions.
  - (v) Children of Staff members.

### 6. Admissions/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 of the interview 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.

## **7. Confirmation of Enrolment:**

- 7.1. If an offer of enrolment is received, the Applicants must confirm their acceptance of the Enrolment Agreement and documents comprising the Enrolment Agreement which include these Terms and Conditions of Enrolment (as varied from time to time) by:
  - (i) signing and returning Confirmation of Enrolment form; and
  - (ii) paying a non-refundable, non-transferable Confirmation Fee of AUD\$1250 per student (or any other amount as set out in the current Fee Schedule).

## **8. Scholarships:**

- 8.1. The School Council offers a variety of scholarships annually, details of which are available from the School Registrar. Scholarships are provided at the absolute discretion of the School and must be redeemed in the year that they are awarded. Scholarships cannot be held over for future years of entry.
- 8.2. Only one Scholarship may be accepted by a student at any one time.
- 8.3. Applicants must repay to the School the full value of concessions benefitted from the award of a scholarship for any student who leaves the School before the expiry of their scholarship.

## **9. Leave of Absence:**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. Students who do not meet the attendance requirements of courses and year levels may not be eligible for progression to the next level.

## **10. Medical:**

- 10.1. 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. The School reserves the right to not permit a student to attend activities which may impact their emotional wellbeing and, where adequate support structures are not available.

- 10.2. 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.
- 10.3. The School reserves the right to assess and determine its ability to provide ongoing education to a Student.
- 10.4. 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.
- 10.5. The authority set out in clause 10.4. exists in addition to any other medical consent provided by the Applicants to the School.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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**

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

- 11.1. 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, including non-refundable amounts for pre-booked trips.
- 11.2. Failure to comply with clause 11.1 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.
- 11.3. 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.
- 11.4. Students who hold fee concessions for scholarships and bursaries must complete the full years of the award otherwise the Applicants must make full reimbursement of the concession.

### **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 Behaviour for Learning Policy 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. 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**

### **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, Performing Arts programs and whole school culturally significant activities, 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 or the student may be required to make-up the time outside of normal school hours.
- 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 with valid reasons to be provided.
- 13.6. Students are required to have a range of items for School activities, including books, stationary, 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 at its absolute discretion the School may change the curriculum or courses that it offers from time to time.
- 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.

### **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



not incorporated into, and do not form part of, these Conditions.

### **15. Student Discipline:**

- 15.1. The School reserves the right to apply consequences in accordance with its Behaviour for Learning Policy.
- 15.2. 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.
- 15.3. 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.
- 15.4. The Student may be suspended or have their enrolment terminated (be expelled from the School):
  - (i) if, in the opinion of the School the student has breached any of the School Policies and Rules;
  - (ii) if, in the opinion of the School the student has engaged in behaviour prejudicial to the welfare of the School, its staff or its students.
- 15.5. 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 School and will be the sole responsibility of the Applicants during this period.

### **16. Parents/Liasons' 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. Attendance:**

- 17.1. 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 the published closing dates.
- 17.2. The Applicants must apply in writing to the Head of School for written approval for the Student to be absent from the School within the published term dates.

## 18. Uniform:

- 18.1. 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.
- 18.2. 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.

## Business Terms and Conditions

### 19. Fees:

- 19.1. The Applicants agree to pay all of the School's Fees and Charges as set out on the School's Fee Schedule.
- 19.2. The Fee Schedule is available at <https://alphington.vic.edu.au/enrolment/fees-and-charges/> or through the following QR code:
- 19.3. Fees and Charges are set by the School Board and may be changed at any time at its discretion. Parents will be notified in advance of any such variation.
- 19.4. 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 place and ensure sufficient subject choices and/or staffing for the following year.
- 19.5. For local students, parents/parent liaisons must pay via Edstart and can elect to pay fees and charges in a schedule to suit family circumstances. The options are full payment which attracts a 5% discount on tuition fees only, termly (4 payments), monthly, fortnightly or weekly.
- 19.6. For overseas students a year's fees and charges are payable in full prior to commencement at the school. Thereafter, annual fees are billed in August and due for payment by the 1<sup>st</sup> of October of the preceding year.
- 19.7. All invoices and statements are sent by email and are available on the Edstart portal. Families are responsible for ensuring the School has their current email addresses and mobile phone details.
- 19.8. Students admitted to School during a school term will be charged Fees and Charges on a pro rata basis.
- 19.9. 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.
- 19.10. 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.
- 19.11. Students in receipt of fee concessions, including scholarships and bursaries, cannot hold multiple concessions at the same time.
- 19.12. Award of scholarships, bursaries and any other discount is at the sole discretion of the School and may be varied or discontinued at any time.



- 19.13. 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 except for non-refundable and prepaid charges for trips and experiential programs.
- 19.14. 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.
- 19.15. Subject to clause 21.3 below, Fees and Charges are due and payable in all circumstances following enrolment. Allegations of inappropriate behaviour (not limited to bullying, racism and homophobic slurs or sexualized behaviour etc) towards a student or by another student will not discharge any obligation of the Applicants to pay Fees and Charges.

## **20. Other charges**

- 20.1. 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.
- 20.2. Invoices for Other charges are payable by due dates indicated on the invoice.
- 20.3. Before school, after school and holiday care is run on campus by an external provider and available to all Primary Students. Fees are billed directly by the external provider.
- 20.4. Additional elective holiday programs provided by external agents are billed and payable directly to external providers.

## **21. Payment**

- 21.1. All invoices other than school fees are payable within 14 days of issue in Australian dollars or the due date on the invoice.
- 21.2. 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.
- 21.3. All school fees from the previous year must be fully paid up by October via Edstart of the preceding school year for a student to be eligible to continue at the School.
- 21.4. The School reserves the right to refuse to allow a student to participate in the International Gateways or other elective programs which carry an additional fee.

## **22. Full Fee Payment in Advance Discount**

- 22.1. The School may offer a fee discount for tuition fees paid in advance for 12 months only. To be eligible for this discount a full year of fees must be paid in advance of the due date of the October instalment. The discount is applicable on tuition fees only.
- 22.2. The level of discount will be determined annually and Applicants will be notified of the discount at the time the annual Fee Schedule is issued.

## **23. Refunds**

- 23.1. No refund of Fees and Charges paid, or waiver of any Fees and Charges outstanding, will be made if a Student is withdrawn from the School during a school term or is absent for any reason.
- 23.2. There will be no refund or part refund of compulsory Fees and Charges during the



enrolment of a Student for any reason.

#### **24. Non-payment of fees and debt recovery fees**

- 24.1. 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.
- 24.2. 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.
- 24.3. The Applicants will also indemnify the School for any costs associated in the recovery of unpaid Fees and Charges.

#### **25. Sibling Discount:**

- 25.1. The sibling discount for tuition fees is calculated at a rate of 10% for the second child and 30% for the third and subsequent children in the family attending the school at the same time.
- 25.2. Discounts do not apply to the first child or students in receipt of any other discount or scholarship.
- 25.3. Sibling discounts offered are subject to change and will be reviewed annually.

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

- 26.1. The School reserves the right to vary these Conditions from time to time. The School will notify the Applicants in writing of material changes to the Conditions.
- 26.2. The enrolment, or continued enrolment, of the Student will signify acceptance by the Applicants of any variation(s) to the Conditions.

#### **27. Privacy:**

- 27.1. The School collects personal information, including sensitive information, about students and the Applicants both prior to, and during the course of, the Student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide schooling for students. Some of the information the School collects is to satisfy the School's legal obligations, particularly to enable the School to meet its duty of care.
- 27.2. 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.
- 27.3. The Applicants consent to the collection, use and disclosure of personal information and sensitive information as provided for by the Privacy Policy.
- 27.4. The Applicants will at all times respect the privacy and rights of others in relation to taking/disseminating any photos or videos of School activities.
- 27.5. Personal information collected from students is regularly disclosed to their parents or liasons. On occasions information such as academic and sporting achievements, pupil activities and other news is published in School newsletters, magazines and on our website or in press releases.
- 27.6. From time to time, the School engages in fundraising activities. Information received from the Applicants may be used to make an appeal to the Applicants. It may also be disclosed to organisations that assist in the Schools's fundraising activities solely for that purpose. The School will not disclose the Applicants' personal information to third parties for their own marketing purposes without your consent.
- 27.7. The School may include contact details of the Applicants in an internal School

directory for use by staff.

- 27.8. If the Applicants provide the School with the personal information of others, such as doctors or emergency contacts, the School encourages the Applicants to inform them that they are disclosing that information to the School and why, so that they can access that information if they wish and that the School does not usually disclose the information to third parties.

## **28. Losses Due to Theft of Damage to Property:**

- 28.1. Students are responsible for any personal belongings brought to school, including, but not limited to, musical instruments, sporting equipment, electronic devices, jewellery 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.
- 28.2. 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.

## **29. Consents:**

- 29.1. 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.
- 29.2. 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.
- 29.3. 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 for photos which are distributed internally or are necessary for the School's day-to-day operations and communications such as the School database, Newsletter, Bulletin and yearbook. The Applicants also consent to such collection, use and disclosure of the Student's photographs and/or audio/visual material for photos to be distributed externally, unless such consent is expressly withdrawn via written notification to the School prior to the use of such material.
- 29.4. 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.

## **30. Disclosure of Information:**

- 30.1. 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.

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

### **31. Court Order**

- 31.1. 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.
- 31.2. If there is a change in legal liasonship 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/liasons, 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.

### **32. Governing Law:**

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

### **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. Definitions:**

In these Conditions:

- 34.1. *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.
- 34.2. *Conditions* means these Terms and Conditions of Enrolment, including any subsequent amendments made by the School.
- 34.3. *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.
- 34.4. *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.
- 34.5. *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.
- 34.6. *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.
- 34.7. *Overseas Student* means a student who is not a local student and who is a temporary



- resident on student Visa status (500).
- 34.8. *Parent/guardian* means parent, guardian or parent liaison.
  - 34.9. *Principal* means the Principal of the School, or the Principal's authorised delegate.
  - 34.10. *School* means Alphington Grammar School, ABN 11007 434 362, CRICOS 01376D.
  - 34.11. *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.
  - 34.12. *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.
  - 34.13. *Website* means [www.alphington.vic.edu.au](http://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.*