



Conditions of Enrolment

1 Acceptance of Enrolment

- 1.1 By accepting the School's offer of enrolment, each parent or guardian (referred to in this document as a **'parent'** for convenience) agrees to the terms in these Conditions of Enrolment in relation to their enrolled child.
- 1.2 Each parent must sign the enrolment acceptance form, and agree to the terms in these Conditions of Enrolment, unless a parent informs the Principal in writing that he/she is solely responsible for the child and for payment of the fees, charges and levies imposed by the School. The Principal may request evidence from a parent in support of this prior to accepting an enrolment acceptance form signed by only one parent.
- 1.3 These Conditions of Enrolment remain in force for the duration of the child's enrolment, unless the parent enrolls another child at the School (in which case the Conditions of Enrolment in place at the time of the latest enrolment will apply going forward).

2 Responsibilities of the School

- 2.1 The School will provide education for the child during the period of enrolment, in accordance with its curriculum framework and these Conditions of Enrolment.

3 Support for the School

- 3.1 Each parent:
 - (a) accepts the the Anglican ethos of the School, including the educational mission of The Diocese of Grafton, which recognises that God is concerned for the development and wellbeing of the whole person;
 - (b) agrees to cooperate fully with the School to promote the child's education, including by involving themselves in the life of the School and being responsive to the School's concerns; and
 - (c) ensure the child and their parents familiarise themselves and comply with the School's codes of conduct, policies, procedures, rules and regulations as published and amended by the School from time to time at its absolute discretion.
- 3.2 The child is required to:
 - (a) uphold the School's Anglican ethos and expectations;
 - (b) be well-groomed, wear the school uniform at all times, and comply with the School's appearance standards;
 - (c) arrive at school on time, attend all classes and be prepared for study;
 - (d) complete assessments and exams, and perform homework, when asked to do so;
 - (e) attend school-related activities, camps, excursions, events and retreats;

- (f) participate fully in all aspects of the life and programs of the School;
- (g) not leave the School grounds during school hours, without the permission of the Principal or his/her delegate;
- (h) not possess, use, distribute or sell illegal or illicit substances (including tobacco, drugs or alcohol), and not do any of these things in relation to suspected illegal or illicit substances, whilst on school grounds or participating in School-related activities; and
- (i) familiarises his/her self and complies with the School's codes of conduct, policies, procedures, rules and regulations as published and amended by the School from time to time at its absolute discretion.

4 Fees, Charges and Levies

- 4.1 The School publishes in advance of each school year Fee Schedules setting out:
- (a) all tuition fees and course levies, and other charges and levies, imposed by the School for that school year (collectively, the **fees, charges and levies**) in relation to a student's enrolment at the School, or in relation to certain activities and programs (such as Vacation Care, or the Before and After School Program);
 - (b) due dates for payment (which may be in advance or arrears); and
 - (c) other relevant matters (including in relation to consequences for non-payment).
- 4.2 The terms of each Fee Schedule are at the School's absolute discretion, and subject to change. However, the School will not vary those terms retrospectively.
- 4.3 Unless otherwise agreed in writing with the Principal, each parent agrees:
- (a) to be jointly and severally liable for the payment of all fees, charges and levies imposed by the School during the child's enrolment;
 - (b) to pay all fees, charges and levies imposed by the School by the due dates, and in accordance with the payment terms, set out in the relevant Fee Schedules which apply during the child's enrolment; and
 - (c) that fees, charges and levies imposed by the School are payable during any period in which the child is enrolled and absent from the School.
- 4.4 The Fee Schedule is not an exhaustive list of fees, charges and levies that apply during the child's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g., co-curricular activities), or for goods which the child or parents purchase via the School (e.g., textbooks), and written details of these will be communicated to parents in advance. Each parent agrees to be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.
- 4.5 The School operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments if it is to deliver a quality education for students. Should any fees, charges and levies (or any other fees, charges and levies) imposed by the School not be paid by the due date, and in accordance with the payment terms, which apply during the child's enrolment, then the School may suspend and/or terminate the child's enrolment, and/or commence debt recovery action, at the School's absolute discretion.
- 4.6 Each parent agrees to indemnify the School for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding fees, charges and levies (or any other fees, charges and levies) imposed by the School.

5 Termination of Enrolment

- 5.1 To terminate a child's enrolment, that child's parents must give at least a full term's written notice. This means that the Principal must receive notice in writing from the child's parents by no later than:
- (a) the first day of a term, where the child will leave on the last day of that term; or
 - (b) the first day of the previous term, where the child will leave prior to the commencement of or during a term.
- 5.2 The School expects that students enrolled in Preschool will continue to Kindergarten. Accordingly, parents must also give a full term's written notice if their child will not proceed to Kindergarten.
- 5.3 If such notice is not given, the parents must pay to the School the full amount of fees, charges and levies imposed by the School for the term following the child ceasing enrolment with the School.
- 5.4 The School may terminate the child's enrolment (with or without notice) where in the Principal's reasonable opinion:
- (a) the child or their parents have breached these Conditions of Enrolment (or the School's codes of conduct, policies, procedures, rules or regulations);
 - (b) the School is not satisfied it can meet the needs of the child; or
 - (c) the School is not satisfied that there remains trust and confidence between the School and the child's family.
- 5.5 All outstanding fees, charges and levies (and any other fees, charges and levies) imposed by the School, and any fees, charges and levies which have not yet fallen due, are payable immediately on the child's last day of enrolment.
- 5.6 In the event of suspension or termination of enrolment under these Conditions of Enrolment, there will be no refund or waiver of any fees, charges and levies (and any other fees, charges and levies) imposed by the School.

6 Change of Details

- 6.1 Each parent must immediately inform the School via the Parent Lounge of any change in the child's or a parent's postal address, email address, telephone numbers, and/or family circumstances.

7 Instructions and Emergencies

- 7.1 Should the School require instruction, authority or direction on any issue concerning the child then the School may act upon the instruction, authority or direction of any of the child's parents and having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.
- 7.2 In the event of any medical or other emergency arising in respect of the child then, should the School consider it impracticable to communicate with the child's parents, each parent authorises the School to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parent agrees to indemnify the School in respect of any reasonable costs and expenses which the School incurs as a result of the School taking action pursuant to this clause.

8 Information/Special Needs

- 8.1 The School is an inclusive school, and will comply with its statutory obligations regarding special needs. Special needs include physical or intellectual disabilities, behavioural or learning challenges or difficulties, a history of poor or concerning behaviour, learning support requirements and needs of a medical, psychological, health or dietary nature.
- 8.2 Each parent must inform the School of all special needs the child has which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare or others). If a parent fails to inform the School of any special needs in relation to the child then the School, in its absolute discretion, may refuse to proceed with enrolment of the child (or, if the enrolment has

already commenced, immediately terminate the enrolment of the child under these Conditions of Enrolment).

- 8.3 Each parent agrees that they will immediately inform the School should their child develop special needs, or should the special needs of the child change, either before or during the child's enrolment at the School.
- 8.4 Where a parent informs the School of their child's special needs, or where a child's special needs develop or change, then the School will discuss those special needs with the child's parents as it considers appropriate. If subsequently the School considers, in its reasonable opinion, that the School cannot meet the special needs of the child then:
- (a) the School may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
 - (b) the child's parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).
- 8.5 Each parent consents to the School contacting the child's previous school(s) to obtain any information which the School reasonably considers necessary to assess the child's special needs.

9 Discipline

- 9.1 The School's codes of conduct, policies, procedures, rules and regulations apply to conduct of the child both inside and outside the School, and whether or not the conduct is connected to School activities.
- 9.2 The School is responsible for determining when conduct of the child warrants discipline and may apply such discipline (including suspension and expulsion) as the School, in its absolute discretion, considers appropriate having regard to the child's conduct and the School's codes of conduct, policies, procedures, rules and regulations.
- 9.3 The School prohibits corporal punishment.

10 Loss of Property and Insurance

- 10.1 Students must care for the property of others including the School's buildings, furniture and equipment. Each parent agrees to be financially responsible for any property damage caused by their child at the School or while participating in School-related activities.
- 10.2 It is impossible for the School to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the School or to School-related activities is at the sole risk of the child and their parents. The School accepts no liability for loss or damage to personal property of the child, however that may occur, and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.
- 10.3 The School does not insure the personal property of the child or their parents which is brought to the School or to School-related activities. It is the responsibility of the child's parents to arrange such insurance as they consider appropriate.
- 10.4 Although the School may have limited personal accident insurance in respect of its students, each child's parents should arrange such personal accident insurance as they consider appropriate.
- 10.5 From time to time, the School may provide bag areas, lockers and work areas for the child's use. These areas remain the property of the School, and are provided with the understanding the School has the right to access such property at any time it deems necessary.

11 GST

- 11.1 Where possible, the fees, charges and levies imposed by the School will be quoted on a GST inclusive basis. If GST becomes payable in respect of any part of any fees, charges and levies imposed by the School, the School reserves the right to increase those fees, charges and levies at any time.

12 Personal Information

- 12.1 The School handles personal information in accordance with its privacy policy, as published and amended by the School from time to time. Each parent agrees that they have read and understood the privacy policy.
- 12.2 Each parent acknowledges that:
- (a) their child may be photographed or recorded at School or while participating in School-related activities;
 - (b) they authorise the School to photograph or record their child (and the parent when attending School-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (eg drama and music), magazines and newsletters, official posts on the school website or social media pages, and any websites on which a school event is broadcast or live streamed); and
 - (c) even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded School-related activity or event).

13 General

- 13.1 Please note that while compliance by the child and their parents is required, the School's codes of conduct, policies, procedures, rules and regulations do not form part of these Conditions of Enrolment.
- 13.2 These Conditions of Enrolment will be governed by the laws in force in the State of New South Wales.

Date approved by the Principal: Friday, 26 March 2021

Commencement date: Saturday, 1 January 2022