



# TERMS AND CONDITIONS OF ENROLMENT

# TINTERN GRAMMAR

## 1. Introduction

- 1.1 This document sets out the Terms and Conditions of Enrolment at the School.
- 1.2 In signing the Enrolment Agreement, the Applicant and student agree to these 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. The School's Rules, Policies and Procedures do not form part of the Enrolment Agreement.
- 1.3 The holistic development of the student remains the priority of 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. Fees and charges

- 2.1 Where there is more than one Applicant, both persons will be equally responsible jointly and severally for the School's fees and any other charges.
- 2.2 All Fees are due and payable in full on the date set out in the fee statement unless another arrangement has been pre-agreed in writing between the Applicant and the School.
- 2.3 An offer of enrolment must be accepted within the period prescribed in the letter of offer, and the only method by which the offer can validly be accepted is by:
  - (a) If the Student is the first child of the Applicant to be enrolled at the School, by payment of the Family Deposit and First Child Enrolment Fee; or
  - (b) If the Applicant has previously enrolled their children at the School, by payment of the Subsequent Enrolment Fee. This fee is neither refundable nor transferable.
- 2.4 The Applicant can elect to defer the acceptance of an offer of enrolment; however the School makes no guarantees that a place will be available for the Student in subsequent years.
- 2.5 For Applicants enrolling the Student in the School's Early Learning Centre, they may choose to pay the Prep Security Deposit. This guarantees placement of the Student into the School's Prep class, provided the Student is ready to enter Prep. If the Student commences at the School in Prep, the Prep Security Deposit will be used to offset that term's Fees. If the Student does not commence, the Prep Security Deposit is forfeited and will not be refunded to the Applicant. This charge is not compulsory, however should the Applicant choose not to pay the charge they will be placed on the School's waiting list for enrolment.
- 2.6 The Applicant is responsible for Fees and charges supplied in relation to all excursions and camps, and all other applicable levies (e.g. private music tuition), during the enrolment period.
- 2.7 The Student will not be permitted to enter a new term while any part of the Fees or charges for the previous billing period remain unpaid, unless approved by the Business Manager. This includes any fees incurred by the School in relation to courses such as VET courses, which are discontinued by the Student.
- 2.8 If the Student is admitted to the School during a term, Fees will be charged on a pro rata basis.
- 2.9 If the Applicant wishes to withdraw the Student from the School, the Applicant must give to the School one term's notice in writing signed by each of the persons who signed the Enrolment Agreement. Failure to give the required notice as set out in this clause will result in a charge of one term's fees.
- 2.10 No refund of Fees paid or waiver of any Fees outstanding will be made if the Student is withdrawn from the School during a term, or is absent for any reason unless, at the sole discretion of the Principal:
  - (a) the Student has a prolonged illness which has resulted in absence from the School for over one term, and the Applicant has made a written application to the Business Manager for partial refund of Fees;
  - (b) the Applicant expects that the Student will be absent from the School for one term or longer, and is returning to the school, and has notified the Principal in writing in advance (Leave of Absence), in which case the Principal may elect to continue the enrolment of the Student and charge:

- (i) a holding fee of 25% of the term Fees for the Student, if the Student has already commenced study at the School; or
- (ii) the Confirmation Fee, if the Student has not yet commenced study at the School.

- 2.11 If permission is granted by the Principal for a Student to take a Leave of Absence from the School pursuant to Clause 2.10(b) of this Agreement, the Applicant is still required to give notice in accordance with Clause 2.9 if they wish to withdraw the Student from the School.
  - (a) Failure to give notice will result in a charge of one term's full fees.
  - (b) If notice is given by the Applicant during the Leave of Absence, the Applicant is still required to give one term's notice before the Student is withdrawn.
- 2.12 If the Student is withdrawn at the insistence of the School, the Applicant is liable for all Fees and charges to the date of notification of the Student's enrolment at the School being terminated.
- 2.13 The Business Manager is authorised to take such action deemed necessary to recover unpaid Fees or charges, including recovery costs.
- 2.14 Any overdue accounts may result in late fees, suspension of enrolment, the exclusion of the Student from certain activities, the permanent exclusion from the School and recovery via legal action which shall involve both payment of the unpaid Fees and charges and costs of recovery being charged to the Applicant.

## 3. Prerequisites

- 3.1 The Student may be required to demonstrate their English language proficiency by taking a test conducted by the Australian Education Assessment Services (AEAS) or other recognised provider. The Parents will be notified if this applies to the Student.
- 3.2 Depending on the outcome of the AEAS test, the Student may be required to undertake further English language proficiency studies. The requirement for the Student to undertake this further study will be determined at the discretion of the School.
- 3.3 In the event that 3.1 and 3.2 applies, the School will be in contact with AEAS and/or the English Language School, and the Student and Parents/Guardians (hereafter referred to as 'Parents') authorise the School to receive reports regarding the Student to ensure that the Student has made adequate progress.

## 4. Disclosure

- 4.1 The Applicant acknowledges that the Enrolment Application Form has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Enrolment Application Form.
- 4.2 The Enrolment Application Form forms part of the Enrolment Agreement, and failure to complete the Enrolment Application Form honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the School.
- 4.3 The School reserves the right to obtain further information regarding the Student including all academic information, school reports, living arrangements and all medical and other reports regarding the Student, if applicable.

## 5. Discipline

- 5.1 The School reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff, or actual or potential damage to the reputation or property of the School.
- 5.2 Disciplinary action may be taken against the Student (which may include suspension, detention and/or expulsion from the School) if in the opinion of the Principal the Student is found to have breached the School's Rules, Procedures or Policies or is found to have engaged in behaviour detrimental to the School, its staff or students.
- 5.3 If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 5.4 If suspended, the Student shall not enter upon any of the School grounds for any purpose during the period of suspension without

the express permission of the Principal and shall be the sole responsibility of the Applicant during such period.

- 5.5 The Applicant is expected to support the aims, objectives, ethos, rules and policies and discipline of the School. Disciplinary action may be implemented against the Student and/or Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct. Disciplinary action may include, but is not limited to, detention, suspension or termination of enrolment.

#### 6. Health and medical treatment

- 6.1 The School will notify the Applicant of any injury or illness the Student may suffer at the School, which warrants staff intervention or a visit to the School sick bay.
- 6.2 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will notify the School and provide any relevant medical information or reports in a timely manner. The School reserves the right to assess and determine its ability to provide ongoing education to a student, and reserves the right to require the Applicant to provide the School with information as requested, or to require the Applicant to withdraw the Student for a period of time reasonably required to undergo medical treatment.
- 6.3 In the event the Student is involved in a medical emergency and the Applicant or nominated contact person cannot be reached, the School can take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the School for the cost of any such treatment or action taken.
- 6.4 The Student is permitted to access the School's specialists including the School nurse, psychologist and counsellor. The Applicant consents to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations).

#### 7. Personal possessions

- 7.1 It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing, and the School is not liable for any loss or damage to this property.
- 7.2 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.

#### 8. Attendance

- 8.1 The Student must attend the School on the dates and between the hours advised by the School. In addition, the Student, and the Applicant if required, must attend and participate in all co-curricular activities including sporting training and matches, camps, excursions, music rehearsal and performances, inter-school activities and public and community events, which may be held on the weekend or before or after normal school hours.
- 8.2 After holiday periods it is expected that the Student will return to the School on the dates fixed for resuming unless permission is obtained from their Head of School.
- 8.3 The Student is not permitted to leave the School at the end of term until the published closing date unless permission is first obtained from their Head of School.
- 8.4 It is the responsibility of the Applicant to advise the School as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 8.5 The Student will not be able to attend the School for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact or a medical practitioner has recommended the Student not attend.
- 8.6 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the student may develop holistically.

#### 9. Communication & privacy

- 9.1 The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The School will abide by such orders.
- 9.2 The provision of misleading representation in relation to the guardianship of, or living arrangements of, the Student may result in the School suspending or terminating the enrolment of the Student, including where the School is not satisfied that a responsible adult of good character is providing adequate supervision and care for a student.
- 9.3 From time to time the School may wish to include photographs and/or audio/visual recordings of the Student captured with or without their name in print and online for distribution within the School community. The Applicant consents to such use and disclosure of the Student's photographs and/or audio/visual recordings unless such consent is expressly withdrawn via written notification to the Principal's office.
- 9.4 The School will not disclose any information in relation to the Student to any party other than the Applicant, subject to the Privacy Policy and its other legislative obligations.
- 9.5 In the event that the Applicants are not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the School with the Enrolment Application Form.
- 9.6 The Applicant consents to the School using their personal information and the Student's personal information for the purposes of receiving marketing communication in accordance with the Privacy Policy of the School. The Applicant may at any time opt out of receiving any marketing communication by contacting the School at the Principal's office.
- 9.7 All information pertaining to the Student and the School will be provided to the Applicant in accordance with the Privacy Policy which is available on the School's website.
- 9.8 In order to ensure the ongoing health, wellbeing and enrolment of the Student at the School, the Applicant agrees to keep the School informed and maintain open communication in regard to all relevant information and issues relating to the Student.

#### 10. Definitions

- 10.1 **"Applicant"** means the person/s set out in the Enrolment Agreement being the Parent's and/or Guardian/s of the Student listed in the Agreement and if more than one, each of them jointly and severally.
- 10.2 **"School"** means Tintern Grammar.
- 10.3 **"Conditions of Enrolment"** means these Terms and Conditions of Enrolment including any subsequent amendments made by Tintern Grammar.
- 10.4 **"DOHA"** means the Department of Home Affairs.
- 10.5 **"Enrolment Agreement"** means the Agreement comprised of these Terms and Conditions of Enrolment (and School policies) by which the Applicant agrees to be bound.
- 10.6 **"Family Deposit"** means the fixed amount payable at the time of enrolment of the first child of the Applicant, which is refundable to the Applicant by way of application following the departure of their last child and providing that all accounts have been paid and appropriate notice of withdrawal has been provided.
- 10.7 **"Fees"** means tuition fees.
- 10.8 **"First Child Enrolment Fee"** means the fixed amount payable at the time of enrolment of the first child of the Applicant which is non-refundable.
- 10.9 **"Prep Security Deposit"** means the fixed amount payable to secure a place in Prep for Applicants who have a Student enrolled at Tintern Grammar Early Learning Centre.
- 10.10 **"Principal"** means the Principal of Tintern Grammar, or the Principal's authorised representative.
- 10.11 **"Student"** means the student named in the Enrolment Agreement.
- 10.12 **"Subsequent Enrolment Fee"** means the fee payable by the

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#### ADMISSIONS OFFICE

T +61 3 9845 7878 E admissions@tintern.vic.edu.au

#### ADDRESS

Tintern Grammar  
90 Alexandra Road, Ringwood East, Victoria 3135

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#### FINANCE

Please contact the Finance Office with any enquiries about fee payment.

Business Manager

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Accounts Officer

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