

# **ENROLMENT CONTRACT**

This form constitutes an agreement between Glenroy Private ('The School'), and the person/s named on the reverse as 'The Parent', for the enrolment into the School of the Student named below. It should be read in conjunction with the Fee Schedule and the General Regulations.

Student's Surname:	Level:  Primary  Secondary	
Given Name:	Year Level or Grade:	
Proposed Date of Entry:	Academic Year:	

#### IT IS AGREED AS FOLLOWS:

#### 1. Definition

1.1 In this Agreement, unless the context otherwise requires:

1.1.1 'Principal' means the Headmaster of the School, any Acting Headmaster of the School, or any other Staff Member of the School from time to time carrying out the duties or exercising the authority of the Headmaster of the School.

1.1.2 'Parent' means the person or persons stated on the reverse side as the Parent(s) or Legal Guardian.

1.1.3 'Schedule of Fees' means the fee schedule, levies and other payments, and the terms for their payment, set from time to time by the school.

1.1.4 'School' means Glenroy Private.

1.1.5 'School Year' shall consist of two semesters (each semester consisting of two terms). The commencement and ending dates of these periods shall be as published by the school on a regular basis.

1.1.6 'School Fees' shall be as detailed and payable in accordance with the annual 'Schedule of Fees' approved by the school.

1.1.7 'Student' means the registered student stated above.

1.1.8 'Enrolment Fee' means the **non-refundable fee** paid by the Parent on accepting an offer of placement in the school.

#### 2. Parents' Commitments

2.1 The Parent wishes the school to accept the Student as a Student at the School commencing from the date of entry stated above.

2.2 In consideration of the school agreeing to accept the Student, the Parent agrees with the school to:

2.2.1 pay the Enrolment and one term's fee at the time of signing this Enrolment Contract.

2.2.2 comply with the rules and regulations of the school as amended from time to time.

2.2.3 acknowledge that the school's programs and activities may be altered or added to at any time either verbally or in writing.

2.2.4 pay all School Fees strictly in accordance with the Schedule of Fees. 2.2.5 keep the school indemnified against any loss or damages caused by any failure of the student to observe the rules and regulations.

2.3 If the School Fees are to be paid by a person other than the Parent, that person's name must be provided on the reverse of this form and that person must sign this Enrolment Contract, accepting responsibility for payment of School Fees.

#### 3. Failure to Take up Place

3.1 If the Student fails to take up his place at the school at the proposed date of entry, the Parent acknowledges that the Enrolment Fee will not be refunded.

4. Enrolment Variation – Withdrawal of Students/Change of Status

4.1 If a student is to be withdrawn from the school, at least **one full term's notice** must be given to the school, **in writing**, including the Destination School.

4.2 It would normally be expected that a withdrawal would take effect from the end of a school term in which case the notice must be given before the beginning of that term.

4.3 If the withdrawal is to take place at any other time, the notice must be given before the beginning of the school term preceding the term in which the withdrawal is to occur.

#### 5. Request to Change Date of Entry

5.1 If the Parent wishes to postpone the date of entry of the Student to the School (either to another date in the same year or to a later enrolment year) the Parent must give notice in writing of that request to the school.

5.2 The School in its absolute discretion may or may not agree to that request.

5.3 If the School agrees to the Parent's request:

5.3.1 the Parent acknowledges that the student will be placed on a waiting list for that year of enrolment; and

5.3.2 this Agreement will terminate.

5.4 The Parent acknowledges that, should a place be available to the student for the later date of entry, the Parent must sign a further Enrolment Contract and otherwise comply with the school's enrolment requirements applicable at the time.

5.5 The School may or may not in its absolute discretion require the payment of a further amount in the event of increase in the Enrolment Fee.

## 6. Parents' Instructions

6.1 If the School needs instructions from the Parent, then:

6.1.1 the school may in its discretion act upon the instruction of either or both Parents; and

6.1.2 if at any time there is in force a Parenting Order or Registered Parenting Plan of the Family Court of Australia relating to the care, welfare or development of the Student, or more specifically to his education, the School will act only upon the instruction of the person on whom the Order or the Plan confers duties, powers, responsibilities or authority in relation to the particular matter upon which the School seeks instruction, regardless of who executed this Agreement as Parent.

#### 7. Emergencies

7.1 In the event of any medical or other emergency arising, concerning the student, in which the principal considers it too difficult or impracticable to communicate with any Parent or any other nominated contact, the Parent authorises the school to act as they may think appropriate or reasonable in all the circumstances.

## 8. Academic Progression

8.1 Progression from one academic year to another academic year is dependent on the student successfully completing the requirements of the applicable academic year.

## 9. Discipline & Expulsion

9.1 The Principal may determine when conduct of the student, whether inside or outside the school precincts, warrants discipline and may apply such discipline as the principal in all the circumstances considered reasonable, having regard to the disciplinary policies of the school from time to time and the nature of the conduct. The Parent acknowledges and accepts that the school's behaviour management procedures provide for suspension and expulsion from the school.

9.2 If the Student is so expelled or suspended, no refund of tuition fees will be made.

9.3 The Principal may also determine that the conduct of the student prior to his taking his place at the school on the date of entry warrants termination of this Agreement, which shall be affected by written notice to the Parent. In those circumstances, the Parent acknowledges that the Enrolment Fee will not be refunded.

9.4 The Principal may also determine that the conduct of a Parent warrants termination of this Agreement which shall be affected by written notice to the Parent.

#### 10. Special Needs

10.1 The Parent acknowledges that the Parent has disclosed to the School in the Student's Expression of Interest Form or subsequently, any special needs (including but not limited to any medical, physical, or psychological needs) which the student may have.

10.2 If the Parent has indicated in the Student's Expression of Interest Form that the student has special needs, should any of those special needs change in any way, the Parent must notify the school immediately. 10.3 If at any time during the student's enrolment at the School the Student develops any special needs which were not in existence at the time this Agreement was signed, the Parent must immediately inform the school of those special needs. Particularly, the Parent must disclose to the school any medical, psychiatric, or psychological conditions which may impinge upon the student's academic performance or ability to participate fully as a member of the school community.

#### 11. Fees

11.1 The Parent acknowledges that a student's enrolment may be terminated where the fees are unpaid except where special arrangements for payment have been made **in writing and accepted** by the school.

**11.2** Each signatory to this agreement is jointly and severally liable for the payment of fees.

11.3 Parents/Guardians will be invoiced at the beginning of each year for the full yearly fees for their children, less any payments received. The balance of the fees is payable at the beginning of the year or by instalments over a 9-month period - from January to September of each year. The due dates are shown on the invoices.

11.4 The Parent acknowledges that the school may take any appropriate action in the collection of unpaid fees, including the use of a collection agency.

11.5 If it becomes necessary for the school to collect unpaid fees, then any collection and legal fees incurred by the school in that process will be paid by the Parent. The total of those fees will become a liquidated debt payable to the School by the Parent.

11.6 Payment for all non-tuition items including textbooks, subject levies, student laptops and resource packs is required at the commencement of the Academic Year. Failure to do so will result in the student being unable to start until payment is made.

#### 12. Liability

12.1 Once both Parents have signed this agreement as Parent, both parties acknowledge their liability as Parent under this Contract is joint and several.

#### 13. GST

13.1 The Parent acknowledges that GST may apply to some of the fees and charges payable to the school. Wherever possible, the school will quote its fees and charges on a GST inclusive basis.

12.3 If for any reason GST becomes payable in respect of any part of any fees and charges payable by the Parent to the School, then the school may amend those fees and charges at any time.

#### 14. Collection and Disclosure of Personal Information

14.1 The Parent acknowledges they have read and understood the School's Information Collection Notice. In particular:

14.2 The Parent acknowledges that the school will collect personal information about the Parent and the Student from time to time which may be necessary for the school's function or activities.

14.3 The Parent acknowledges the school's duty to collect Information on Student background characteristics as defined by the Ministerial Council on Education, Employment, Training and Youth Affairs (MCEETYA) in their National Goals for Schooling (1999). MCEETYA Data Collection section outlined in the Enrolment Form needs to be completed for the enrolment process to be finalised.

14.4 The Parent authorises and consents to the school's use and disclosure of such information for purposes related to the education, health, care, welfare, or development of the student.

## **15. Other Terms and Conditions**

15.1 Student Progress Reports will be withheld in the event of non-payment or non-return of school monies or resources.

15.2 Due dates for any payments, returns, assessments etc, as specified, must be honoured.

15.3 All parents are expected to avoid travelling during School Terms unless they are facing adverse circumstances and for a maximum period of four weeks. If beyond the four-week period, the school may choose to terminate the enrolment of your child. All assessments will be marked as zero during the period of non-attendance.

15.4 The property, premises, staff, and school community must be treated ethically and professionally by both students and parents.

15.5 Parents must adhere strictly to the school operating hours of 8:00am to 4:00pm. The school is required to contact Department of Communities and Justice if you fail to do so.

## BEFORE SIGNING, PLEASE ENSURE YOU HAVE READ THIS DOCUMENT IN FULL.

This section to be completed and signed by the Parent/s or Legal Guardian/s (where applicable, all parties to sign)

I / We have read the foregoing and agree to its provisions.

SIGNATURE	FULL NAMES (PRINTED)	DATE
This section to be compl	eted and signed by the Principal or Principal'	s delegate.
On behalf of the School, I accept the above-named Student for entry to the school as stated above.		