



EST. 1899

# MENTONE GIRLS' GRAMMAR

## **Enrolment Agreement**

CRICOS Provider No. 00324B

School No. 1213

**Student Name:**

**Date of Enrolment:**

**Year Level at Entry:**

11 Mentone Parade Mentone, Victoria 3194, AUSTRALIA

ABN 25 366 214 713

## I. Our Enrolment Agreement

- I.1** This document constitutes the sole and entire Enrolment Agreement between the Student, their Legal Guardian(s)/ Parent(s) and Mentone Girls' Grammar School (**the School**) and formalises the terms and conditions on which the Student will be enrolled with Mentone Girls' Grammar School as a Student. Any warranty, representation, guarantee or other term or condition of any nature not contained or mentioned in this Enrolment Agreement is of no force or effect.
- I.2** The Agreement is between the Student, their Legal Guardian(s)/ Parent(s) and the School and includes the following Mentone Girls' Grammar School policies, documents and schedules:
- a. This Enrolment Agreement,
  - b. The Application form (online)
  - c. The Letter of Offer from the School
  - d. Fee Schedule
  - e. Parent Code of Conduct
  - f. Student Code of Conduct
  - g. Child Safe Code
  - h. School Policies
  - i. Annual Parent Handbook
- I.3** Legal Guardian(s)/ Parent(s) must read this agreement carefully prior to signing it and not rely on verbal representations from the School or others that is different to what is set out in this Enrolment Agreement. If there is a dispute, the School will refer to this Enrolment Agreement and the School Policies to establish enforcement of terms and conditions of enrolment.
- I.4** This Enrolment Agreement must be signed and accepted by each Legal Guardian(s)/ Parent(s) for Students under 18 years of age.
- I.5** The Student and Legal Guardian(s)/ Parent(s) agree to disclose to the School all information about the physical, wellbeing, learning or other disabilities of the Student so that the School can consider how it can support students. Parent(s)/Guardian(s) must ensure that the School's records in relation to the Student are correct and up to date and must advise the School as soon as possible of any changes to the Student's records, including the Student's or the Parent(s)/Guardian(s) contact information, including address.
- I.6** Legal Guardian(s)/ Parent(s) may send the signed Enrolment Agreement to the School electronically.
- I.7** By signing this Enrolment Agreement, the Student named in this document and their Legal Guardian(s)/ Parent(s) understand and agree to accept all the terms and conditions of the Student's enrolment with the School and agree to comply with the School's rules, regulations, policies and procedures which may be amended from time to time at the School's absolute discretion orally or in writing, including the terms of this Enrolment Agreement.
- I.8** By signing this Enrolment Agreement, the Student and their Legal Guardian(s)/ Parent(s) understand that Australian and Victorian Law will govern the terms and conditions of the Student's enrolment with the School. Complaints and appeals will be managed in accordance with the *School's Complaints Handling and Resolution Policy*.
- I.9** It is the responsibility of the Legal Guardian(s)/ Parents(s) to keep a copy of the Enrolment Agreement as supplied by the School, and receipts of any payments of tuition fees and non-tuition fees.
- I.10** The School reserves the right to obtain further information regarding the Student including all academic information, school reports and all medical and other reports regarding the Student, if applicable.

- 1.11 The Legal Guardian(s)/ Parent(s) and Student will commit to and support, the values and philosophy of the School and its various policies, procedures and programs. They will work in partnership with the School to ensure that the Student meets its expectations and contributes positively within the learning environment. Parent(s)/Guardian(s) agree to be bound by the School's Parent code of conduct, as introduced or amended from time to time.
- 1.12 The Parent(s)/Guardian(s) and Student(s) to this Enrolment Agreement agree to respect the right of every member of the School community to participate, learn and work in an environment free of abuse, discrimination, harassment, bullying, violence, vilification and victimisation. Legal Guardian(s)/ Parent(s) and Students will comply with the obligations within the various policies and codes of conduct outlined by the School.

## 2. Student Details

### 2.1 Student Change of Address

The Legal Guardian(s)/ parent(s) will notify the school of any changes of the Australian residential address, mobile phone number, email address and emergency contact details while enrolled at the School. This must be done within 24 hours of the change.

### 2.2 Billing Address (Please indicate the billing address to which Fee statements should be sent.)

Legal Guardian(s) / Parent(s)       Other (Please provide details to the Accounts Department)

Address: \_\_\_\_\_

Name of person/s responsible for paying fees:

\_\_\_\_\_

\_\_\_\_\_

By signing this Agreement, Legal Guardian(s)/ Parent(s) agree to be jointly and severally liable for all Fees and other payments that may arise from time to time and in all circumstances, irrespective of who has been nominated to pay these fees.

Allegations or instances of bullying by or against the Student (or other behaviours) or the commencement of the Complaints Handling process will not discharge an obligation to pay the Fees and other payments. Please carefully read section 6 of this Enrolment Agreement.

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## 3. Conditions of Enrolment

### 3.1 English Language Condition – I88 Visa

For students whose first language is not English, are here on a I88 VISA and who have not received instruction in English in their previous school, the offer of enrolment is subject to the Student satisfactorily completing the English Language requirements as indicated by the Australian Education Assessment Services (AEAS) English Proficiency Test and the English Language Condition in the School's Enrolment Policy.

### 3.2 Student Conduct

The continued enrolment of the Student is dependent on their behaviour being in accordance with the School's policies, rules, regulations and Student Code of Conduct, as well as the behaviour of Parent(s) or Guardian's

remaining consistent with the School's Parent code of conduct, as amended from time to time, including those which form part of the Enrolment Agreement.

### **3.2.1 Disciplinary action**

Legal Guardian(s)/ Parent(s) agree to support the School in lawful disciplinary actions undertaken by the School which the School deems as appropriate to modify, address and/or deal with the Student's behaviour and/or conduct.

The School reserves the right to discipline the Student, including for out of hours behaviour that may affect themselves, other students or staff or unduly damage the reputation or property of the School.

Student misconduct, bullying and harassment, breaches of the Student Code of Conduct and breaches of School Policies are subject to disciplinary action by the School in accordance with the School's Student Discipline Policy. Legal Guardian(s)/ Parent(s) are expected to read the Student Code of Conduct and Student Discipline Policy with their daughter to ensure awareness and understanding of the School's expectations and to support the implementation of these rules and requirements.

### **3.2.2 Search of Student's Belongings**

Where it is considered necessary, for example, where the Student Code of Conduct may have been breached, 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 the Student's school bag, electronic devices or locker, and may authorise a search of the Student's person or direct that her pockets or clothing be emptied.

### **3.2.3 Suspension and Expulsion**

Where there are serious breaches of the Student Code of conduct or School Policy, a Student may be summarily suspended, pending a final decision under the School's Suspension and Expulsion policy. A meeting with the Student and the Student's Legal Guardian(s)/ Parent(s) will be convened as soon as is practicable to discuss the matter.

If suspended, the Student shall not enter upon any of the School's grounds for any purpose during the period of suspension without the express permission of the Principal or her delegate and shall be the sole responsibility of the Legal Guardian(s)/ Parent(s) during such period.

During any period of suspension, the Legal Guardian(s)/ Parent(s) will be required to continue paying all School Fees.

In the event that a Student is expelled from the School, the current term's tuition fees remain due and payable, inclusive of any co-curricular or extra-curricular activities for which commitment has been made. Depending on the circumstances of the enrolment termination, the School may elect at its sole discretion to waive all or part of any outstanding tuition fees.

Legal Guardian(s)/ Parent(s) must read the Suspension and Expulsion policy with their daughter to ensure awareness of the policy's terms and conditions.

## **3.3 Legal Guardian/ Parent Conduct**

Legal Guardian(s)/ Parent(s) are required to support the values of the School and agree to comply with the School's rules, procedures and policies, as varied from time to time, including but not limited to the Parent/Guardian and Student Codes of Conduct

Legal Guardian(s)/ Parent(s) agree to participate appropriately in the Student's education and the School's activities.

Legal Guardian(s)/ Parent(s) will treat other Legal Guardian(s)/ Parent(s), students and School staff with fairness, courtesy and respect at all times, including on social media. Legal Guardian(s)/ Parent(s) will not act in such a manner which would damage the reputation of the School, bring it into disrepute or which would reasonably cause other Legal Guardian(s)/ Parent(s), Students or School staff to be offended, humiliated, afraid or intimidated.

If the School Principal believes that:

- a. the mutually beneficial relationship of trust and cooperation between the Legal Guardian(s)/ Parent(s) and the School, or between the Legal Guardian(s)/ Parent(s) and School staff or other Legal Guardian(s)/ Parent(s), has broken down to the extent that it adversely impacts on the Legal Guardian(s)/ Parent(s)' relationship with the School; or
- b. the Legal Guardian(s)/ Parent(s) have failed to comply with any of the School's rules, policies or procedures (including the Enrolment Agreement and associated documents),

the Principal in their absolute discretion may cancel the Student's enrolment, together with any other child or children, that the Legal Guardian(s)/ Parent(s) have enrolled at the School and require the Legal Guardian(s)/ Parent(s) to remove the Student from the School. Legal Guardian(s)/ Parent(s) will be required to pay the notice period fees as per Section 6 of this Enrolment Agreement.

### **3.4 Child Protection and Safety**

Legal Guardian(s)/ Parent(s) agree to assist the School in discharging its obligations under the *Child Wellbeing and Safety Act 2005* (Vic) by participating in any 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 a regulatory authority.

### **3.5 Health and Medical Information**

The Legal Guardian(s)/ Parent(s) have disclosed all information to the School regarding the health, physical, learning and other disabilities of the Student that may impact upon the School's ability to properly care for the Student, during the application process and prior to signing this Enrolment Agreement.

During the period that the Student is enrolled at the School, Legal Guardian(s) / Parent(s) must, as soon as practicable, bring to the School's attention through the School's information management system, with appropriate documentation, any new medical conditions, physical impairments, mental impairments or other conditions affecting the Student that may impact upon the School's ability to properly care for the Student and to enable consideration of reasonable adjustments to services and/or facilities that may be required.

Legal Guardian(s)/ Parent(s) must provide all health and medical conditions through the School's information management system and ensure it is current at all times.

This information will be used to assess the School's ability to make reasonable adjustments and accommodate the learning and wellbeing needs of the Student whilst attending Mentone Girls' Grammar.

#### **3.5.1 Health / Medical Care and Action / Management Plans**

Medical health care plans for Students will be established by the School with the involvement of the Student's Legal Guardian(s) / Parent(s). Legal Guardian(s) / Parent(s) agree to review these plans annually in conjunction with the School Nurse and ensure any Epi-pen provided to the School remains current at all times.

Legal Guardian(s) / Parent(s) will advise the School of any changes to the health, wellbeing or medical condition of Students through its data collection and administration platform soon as reasonably practicable and agree to participate in a revision of the Medical Care or Action Plan for the Student.

Legal Guardian(s) / Parent(s) authorise the School to:

- a. obtain or provide such emergency or urgent medical treatment for the Student should such action be deemed necessary by the School or School staff; and
- b. obtain any medical treatment for the Student considered appropriate by the School or School staff in the circumstances where the Student suffers from an injury or illness.

Legal Guardian(s) / Parent(s) accept responsibility for any expenses incurred on behalf of the School or the Student arising from such emergency or urgent medical treatment. Further, Legal Guardian(s) / Parent(s) acknowledge that any subsequent medical consent requested on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

### **3.5.2 Immunization**

Legal Guardian(s) / Parent(s) will ensure that the Student is appropriately immunized in accordance with the applicable Victorian and Australian Commonwealth laws. The School reserves its right to exclude a student in certain circumstances if the Student is not appropriately immunized.

For entry in to Early Learning Centre, children are required to be fully immunized.

## **3.6 Family Court Orders / Separated Parents / Parenting Plans**

Existing sealed Family Law Court orders or parenting plans for separated / divorced Legal Guardian(s)/ Parent(s) must be provided to the School Principal upon enrolment and again during the enrolment period for any changed circumstances thereby enabling the School to understand any obligations imposed in relation to the information that can be provided to separated parents, such as School reports, excursion permissions or School photos.

The School Principal will determine whether the Student's other teachers should be aware of any existing Court Order or parenting plan.

Separated Legal Guardian(s)/ Parent(s) will read and understand the School's policy on Separated Guardians/ Parents Arrangements and act in accordance with this policy.

### **3.6.1 Changed Circumstances**

If there is a change in legal guardianship or care for the Student, the Legal Guardian(s)/ Parent(s) will immediately supply the School Principal with new or amended Family Court Orders / parenting plans when and if they come into existence at any time whilst the Student is enrolled at the School, in addition to written consent from any other Legal Guardian / Parent of the Student, confirming the status of the Student's enrolment. The School requires copies of relevant orders / plans to ensure that it can continue to meet the Student's educational and welfare needs.

Legal Guardian(s)/ Parent(s) will advise the School immediately of any change in their family circumstances that might impact the relationship between the family and the School.

The Legal Guardian(s)/ Parent(s) of the Student will indemnify the School against any legal liability which may ensue from a misrepresentation under, or any breach of, this section by the Legal Guardian(s)/ Parent(s).

### **3.6.2 New Separation and this Agreement**

Upon separation of Legal Guardian(s)/ Parent(s), the original Enrolment Agreement remains binding. However, either Legal Guardian/ Parent may, subject to the required notice provisions, withdraw their support in writing, which terminates the original Enrolment Agreement. In the event of this happening, a new Enrolment Agreement reflecting the change will be required.

Whilst the School must remain objective in such cases, the legal requirement means that without a new Enrolment Agreement, the student would be required to leave the School.

### **3.6.3 Correspondence with Separated Parents**

Separated Legal Guardian(s) / Parent(s) will read and follow the School's policy on Separated Legal Guardian(s)/ Parent(s) Arrangements.

Generally the School will provide Student information concerning a child's education to Legal Guardian(s) / Parent(s) by giving Students documents to take home, delivering them by email or giving them access to the School's Parent portal.

The School will, irrespective of financial responsibility for School Fees, send both separated Legal Guardian(s)/ Parent(s) copies of School reports and other School information unless an order has been made restricting parental responsibility or access. Similarly, both Legal Guardian(s)/ Parent(s) will have access to teachers to discuss their children's progress unless there are Court Orders restricting access or parental responsibility.

### **3.6.4 Access and Involvement**

Unless the School is supplied with a sealed Court order or written authorisation signed by both Legal Guardian(s)/ Parent(s) which provides otherwise, the School will proceed and act on the basis that each of the Student's Legal Guardian(s)/ Parent(s) has equal rights and responsibilities in relation to the Student. Therefore, in the absence of a Court Order, generally either Legal Guardian(s)/ Parent(s) may pick up their child at the end of the day. Similarly, either Legal Guardian/ Parent may pick up their child during school hours, upon providing sufficient reasons to the School and following proper sign out procedures.

The Legal Guardian(s)/ Parent(s) will at all times act in accordance with any relevant Court orders in their dealings with the School.

### **3.7 Attendance**

The Student will participate in the delivery of education services (attend) provided by the School on the dates and between the hours advised by the School in accordance with the School's Attendance Policy.

In addition, the Student, and the Legal Guardian(s) / Parent(s) if required, must attend and participate in all co-curricular activities which may be held on the weekend or before or after normal school hours including sporting activities, House sporting carnivals, camps, excursions, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances.

After holiday periods it is expected that the Student will join and return to School on the dates fixed for resuming unless permission is obtained from the Principal.

Legal Guardian(s) / Parent(s) will advise the School as soon as practicable if their daughter is to be absent for any reason and the estimated length of absence in accordance with the School's Attendance Policy.

The Student will not be able to attend 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 on the direction of a medical practitioner or Victorian Chief Health Officer that the Student not attend.

### 3.8 Student Participation

Students of the School are required to take part in all School activities such as sport, music and performances, including those scheduled out of normal school hours. Students are required to have a range of items for School activities, including books, stationery and uniform, during her enrolment. The details of these items may be obtained from the School. It is the responsibility of the Legal Guardian(s) / Parent(s) to ensure that students have these items as required.

### 3.9 School Uniform

Legal Guardian(s) / Parent(s) will support the School Uniform Policy by ensuring their daughters have and attend School in the approved School uniform for each season. This includes the School Sports Uniform.

### 3.10. Temporary Exclusion of a Student

Mentone Girls' Grammar School endeavours to provide strong pastoral care for each student. However, sometimes Mentone Girls' Grammar School will not have the sufficient medical expertise or resources to provide a safe environment for its students.

In such cases the Principal (or the Principal's delegate) may deem it necessary to temporarily direct a student to not attend the School on the following grounds:

- a. a significant breach of the School's behaviour code;
- b. evidence to believe that a student's physical or mental health will be at risk if attendance continued;
- c. the student poses a significant risk to others;
- d. the School does not have the specialised resources and medical expertise required to protect and support the student's wellbeing; and/or
- e. a major breach of a management plan.

On such grounds and in the best interests of the student (and/or other students), the Principal reserves the right to temporarily direct the student not to attend the School so,

- external support, expertise and treatment can be sourced which will support the student and the School with a safely managed pathway back to School;
- the School can seek medical advice from the student's health professionals as well as independent medical advice to help inform the School's decisions
- a management plan can be implemented. Such a plan must be signed by the student and the student's Legal Guardian(s)/ Parent(s) prior to the return of the student to the School and will be periodically reviewed and updated.

## 4. Educational Services

**4.1** The School provides educational services to girls from ELC to Year 12. The School provides educational services in accordance with the School's registration for:

- |                     |                                       |
|---------------------|---------------------------------------|
| a. Early Learning   | Early Education for 3 and 4 year olds |
| b. Primary School   | Prep – Year 6                         |
| c. Secondary School | Years 7-12                            |

Students in years 11-12 are offered the Victorian Certificate of Education (VCE) and Vocational Educational Training (VET) courses to select from.

Depending on subjects chosen, some subjects may be delivered by external providers.

The School does not guarantee all subjects will be available for selection in Senior Secondary School.



**4.2** The School encourages the Student to achieve their personal best but does not make specific promises or representations of any kind regarding specific academic outcomes, results or individual Student achievement, and no such representations are to be implied on the basis of the School accepting the Student for enrolment.

### **4.3 Modes of Study**

The School's course is primarily classroom based on campus teaching, but may include work experience placements, online programs, camps and excursions.

In order to complete the course requirements, Students will need to complete set learning outcomes and undertake a variety of assessments, which may include, but not limited to:

- |                                  |                                    |
|----------------------------------|------------------------------------|
| <b>a.</b> assignments,           | <b>b.</b> essays,                  |
| <b>c.</b> tests,                 | <b>d.</b> visual presentations,    |
| <b>e.</b> case studies,          | <b>f.</b> analysis,                |
| <b>g.</b> oral presentations and | <b>h.</b> examinations,            |
|                                  | <b>i.</b> community based learning |

The School year is broken into two Semesters of two terms each, with holiday periods in between. These dates are posted on mConnect.

Course content and modes of study will differ depending on the term and year level the Student is enrolled in. For further information regarding course content and modes of study please refer to **the Curriculum Handbook**.

## **5. Fees and Other Charges**

School Fees contribute to the efficient and effective running of the School ensuring facilities, grounds, support services and teaching and learning resources are provided to our students. A proportion of fees collected by the School may also be used to support the operation of the Early Learning Centre.

All fees and charges may be subject to change on an annual basis. These changes will be notified to Legal Guardian(s) / Parent(s) prior to implementation through various methods of communication, including but not limited to: email, parent portal, newsletters, Enrolment letter. These changes will form part of this continuing agreement.

In addition to tuition fees, there are a number of additional non-tuition fees that may be incurred. These may include, but are not limited to, the activities and estimated amounts in clauses 5.2 to 5.7 in the Enrolment Agreement.

### **5.1 Tuition Fees and Consolidated Charges**

These fees are subject to annual change, which will be advised to Legal Guardian(s) / Parent(s) in writing. Fees are invoiced each term with the option to pay one year in advance, or conditionally, by ten monthly instalments. Fee levels are determined by School Council in November each year and are subject to an annual increase.

- a.** The Tuition fees are the fees that the School receives to deliver the educational services to the Student. It includes:
- i. Lectures
  - ii. Classroom learning
  - iii. Excursions (excludes optional extra excursions)
  - iv. Compulsory Camps
  - v. Any field work
  - vi. Laboratory work
  - vii. Compulsory sports and music programs
- b.** They **do not include**:
- i. Late fees
  - ii. Books and equipment

- iii. Administration fees
- iv. Uniform costs
- v. Extra-Curricular and Voluntary Camp / tour fees
- vi. Additional tutoring costs
- vii. Holiday programs
- viii. Private Bus Service
- ix. Any Out of School Hours Care arrangements

## 5.2 Administration Fees

- a. **Application Fee** - A one off Application Fee of **AUS \$100** is payable when the Student Application Form is lodged.
- b. **Admission Fee** – Legal Guardian(s)/ Parent(s) are required to pay the following in advance prior to Confirmation of :
  - i. Early Learning Centre to Year 10 **AUS \$1,000 (\$500 for siblings)**
  - ii. Year 11 to 12 **AUS \$500**
  - iii. Early Learning Centre requires a \$500 Prep Holding Deposit that is refundable against the fees of the first term of Prep. There is no refund should a Student not commence Prep.

## 5.3 Late/ Default Fees

Late payment fee - **AUS \$200**. A late payment fee will be charged for each 30 days that the account is outstanding after the due date. Unpaid accounts may be referred to a debt collection agency and the Legal Guardian(s) / Parent(s) agree to be held liable for any associated costs, such as collection charges and legal fees. Please refer to section 6.6.

The Principal reserves the right to refuse to allow a Student to continue at the School or attend camps, excursions and tours while any fees or charges remain unpaid after payment is due.

## 5.4 Co-Curricular, Extra-Curricular and Voluntary Camp Fees

Any other co-curricular activities such as sport, aerobics and music, extra-curricular and voluntary camp fees (where applicable) will vary depending on the type of activities planned, the location and facilities of the Camp destination. These fees will be provided to Legal Guardian(s)/ Parent(s) who elect to participate. All other camp fees are included in the tuition fees.

## 5.5 Uniform Costs

Approximately **AUS \$1300**. This includes summer, winter and sports uniforms. These costs are subject to change and will vary depending on the year level of the Student and the optional items selected by the Student. See the Uniform Price List on the School Website for more accurate costs. Second hand uniform costs may vary to the new uniform costs.

## 5.6 Private Bus Charges

The School offers a privately run bus service for Students. The fees for this elective service are charged per term. These fees are subject to change. Parents / Guardians are required to check the School website and m-Connect for the most accurate costs for this service each year.

## 5.7 Text Books, laptops and Stationery

**Laptops** – approximately **AUS \$500** per year for years 7-9 (this is subject to annual change). All other Senior School year levels must supply their own device at their own expense. These devices will need to be compliant with the School's technology specifications.

**Textbooks and stationery** – approximately **AUS \$500 - \$1500** depending on the year level of the Student. These costs are subject to supplier changes of costs.

## 6. Payment of Fees

- 6.1 By signing this Agreement, Legal Guardian(s)/ Parent(s) agree to be jointly and severally liable for all fees and charges (including, but not limited to, tuition fees, composite levies, capital fees and for the provision of any other good or service) (**Fees and Charges**) in full, and/or in accordance with any agreement made with the School.
- 6.2 Fees and Charges are as outlined in the School's Fee Schedule, as amended from time to time at the absolute discretion of the School, for the duration of the Student's enrolment at the School.
- 6.3 Legal Guardian(s)/ Parent(s) agree that this arrangement continues, irrespective of any changes to the relationship between co-signatories or any Court Order between Legal Guardian(s)/ Parent(s) or any child support arrangements or any other arrangements between Legal Guardian(s)/ Parent(s). Any requests to vary this joint and several liability must be provided in writing by the Legal Guardian(s)/ Parent(s) to the School and any decisions made to vary the liability will be at the sole discretion of the Director of Business Operations.
- 6.4 Tuition fees are payable in advance at the beginning of each term. By signing this Agreement, Legal Guardian(s)/ Parent(s) agree that payment of the Fees and Charges must be paid by the date indicated in the Invoice. All fees are to be paid in Australian dollars.
- 6.5 If the Student is admitted to the School during a term, tuition fees will be charged on a pro rata basis.
- 6.6 Legal Guardian(s)/ Parent(s) acknowledge that the Principal is authorised by the School to take such steps as they consider necessary, including legal proceedings, on behalf of the School to recover any unpaid Fees and Charges. Legal Guardian(s)/ Parent(s) agree that they will be jointly and severally responsible for any costs incurred by the School in recovering any outstanding Fees and Charges, including any legal costs or agents fees.
- 6.7 Legal Guardian(s)/ Parent(s) acknowledge that personal information and details of any outstanding Fees and Charges may be disclosed to outside agencies for debt collection activities should I/we fail to pay the Fees and Charges in accordance with the Invoice.
- 6.8 Legal Guardian(s)/ Parent(s) acknowledge that the School reserves the right, which may be exercised at any time, to refuse to allow their child to continue their education at the School, and to cancel their enrolment, while any Fees and Charges remain unpaid. Only in exceptional circumstances, at the sole discretion of the School, will a student be allowed to enter a new term if any Fees and Charges are unpaid.
- 6.9 Legal Guardian(s)/ Parent(s) undertake to immediately notify the School of any changes that may affect any matters in relation to their child's enrolment, and this section of the Enrolment Agreement, including but not limited to sibling enrolment, change of bank accounts, change of payment method, etc.
- 6.10 Legal Guardian(s)/ Parent(s) acknowledge that any agreement or act by the School not to strictly enforce the terms under this Enrolment Agreement 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.
- 6.11 Legal Guardian(s)/ Parent(s) experiencing difficulties in paying their account should contact the School to discuss their situation and make alternative payment arrangements before the due date for payment.

## 7. Enrolment Withdrawal

- 7.1 One full term's Notice of Withdrawal is required or a term's fees (one quarter of the annual fee) will be required in lieu of notice.
- 7.2 Withdrawal Notices must be made in writing to the Principal.

- 7.3** If the Student is not returning for the next School year, Legal Guardian(s)/ Parent(s) must inform the School before the first day of Term 4 in the preceding year. If Legal Guardian(s)/ Parent(s) fail to provide the School with the required notice, Legal Guardian(s)/ Parent(s) will be billed one quarter of the annual Tuition Fee.
- 7.4** The Admission and Administration fees will not be refunded if the Legal Guardian(s)/ Parent(s) decides to withdraw the Student at any time, or the Student does not commence at the School.
- 7.5** Legal Guardian(s)/ Parent(s) will not be refunded for any tuition fees, composite levies, capital fees or any other fees that have been paid where the Student is exited from the School during a term.
- 7.6** If the Student intends not to attend (be absent) the School for a short period of time (meaning four (4) weeks or more), Legal Guardian(s)/ Parent(s) must make an application for the period of leave as soon as possible. The School will advise the Legal Guardian(s)/ Parent(s) in relation to whether or not the application for leave is approved. If the period of leave is not approved and the Student nevertheless takes the period of leave, 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. The School may in its discretion approve the application for leave, and hold the Student's enrolment open during the period of leave, on the condition that the Legal Guardian(s)/ Parent(s) make an advance payment of a non-refundable holding fee of not less than one term's fees.

## **8. Complaints & Appeals**

- 8.1** The School has an internal complaints resolution process documented in the School's Complaint Handling and Resolution Policy that is free, easily accessible and available to the Mentone Girls' Grammar School Community.
- 8.2** Information about the complaints handling process and policy is located on the School's website along with a complaint lodgement form. All complaints and disputes regarding this Enrolment Agreement must be made under in accordance with the School's Complaint Handling and Resolution Policy.

## **9. Loss Due to Theft, Damage, Accident or Injury at School**

- 9.1** The School does not accept liability for theft, damage, accidents and injuries at School and recommend that Legal Guardian(s)/ Parent(s) consider appropriate insurance to cover any losses; however, the School's insurers may offer some assistance to students injured while undertaking supervised School activities. Details are available from the Director of Business Operations.
- 9.2** In the event of an accident or injury, where the School deems necessary to call an ambulance for a Student, we will not accept liability for any costs incurred in transporting Legal Guardian(s)/ Parent(s)r daughter to a medical facility.
- 9.3** It is the responsibility of the Student and the Legal Guardian(s)/ Parent(s) 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.

## **10. Privacy**

- 10.1** Under the Privacy Act 1988 (the Act), the School is required to provide Legal Guardian(s)/ Parent(s) with certain information as to how the School protects Legal Guardian(s)/ Parent(s)r privacy and how the School will comply with the requirements of the Act and the Australian Privacy Principles (APP's). This information is set out in the Mentone Girls' Grammar Privacy Policy which is available by contacting the Privacy Officer or on the School's website.

- 10.2** The School requires that the Student and their Legal Guardian(s) / Parent(s) read the School's Privacy Policy and refer any queries or concerns with respect to its content to the Mentone Girls' Grammar School Privacy Officer at [privacy@mentonegirls.vic.edu.au](mailto:privacy@mentonegirls.vic.edu.au). Legal Guardian(s) / Parent(s) acknowledge and accept the School's Privacy Policy and consent to the collection, use and disclosure of personal information and sensitive information as provided for by the Privacy Policy.
- 10.3** Information is collected in this document and during the enrolment process in order to meet the School's obligations under the Victorian Education Act.
- 10.4** Information collected in this document and during the enrolment process can be provided, in certain circumstances, to the Australian Government, Victorian Government and designated authorities. In other instances information collected on this document or during the process can be disclosed without Legal Guardian(s)/ Parent(s) consent where authorised or required by law.
- 10.5** Information collected by the School as part of the Student's enrolment with the School will not be used for secondary purposes without the consent of the Student and their Legal Guardian(s)/ Parent(s)
- 10.6** Students and their Legal Guardian(s) / Parent(s) can review their personal information by request to the School's Privacy Officer. All requests will be reviewed by the School's Privacy Officer.
- 10.7** The School may from time to time, engage in fundraising activities. The information received from Legal Guardian(s)/ Parent(s) may be used to make an appeal to Legal Guardian(s)/ Parent(s). It may also be disclosed to organisations that assist in the School's fundraising activities solely for that purpose.
- 10.8** Legal Guardian(s)/ Parent(s) acknowledge that while participating in School activities, students may be photographed, filmed or interviewed and identified for School purposes including promotion and related publications. Legal Guardian(s)/ Parent(s) must indicate their consent to these matters by signing the document attached and marked "Annexure A" (Student Photograph and Video Permission Form).

## **11. Termination of this Enrolment Agreement**

- 11.1** This agreement will terminate at the completion of the Student's enrolment with the School or at the completion of year 12, whichever comes first.
- 11.2** The School may terminate this Enrolment Agreement if:-
- i. the School withdraws the enrolment of the student from the School;
  - ii. the School decides at the end of a School year that the School does not wish to continue the Enrolment Agreement for the following School year for any reason;
  - iii. in the sole discretion of the Principal, mutual trust and co-operation between the School, Student and the Legal Guardian(s)/ Parent(s) breaks down;
  - iv. the Legal Guardian(s)/ Parent(s) or Student are in breach of this Enrolment Agreement and they fail to remedy the breach within a reasonable time after written notice from the School requiring them to do so. Non-compliance with the Enrolment Agreement terms and conditions or the School's policies and procedures will be considered a breach.
- 11.3** Legal Guardian(s)/ Parent(s) may terminate this Enrolment Agreement at any time, for any reason, with one full terms' notice to the School in writing. Legal Guardian(s)/ Parent(s) may also terminate the Enrolment Agreement when:-
- i. the School is in breach of the Enrolment Agreement terms and conditions and the School fails to remedy the breach within a reasonable time after written notice from Legal Guardian(s)/ Parent(s) requiring the School to do so.

## 12. General

- 12.1** Legal Guardian(s)/ Parent(s) agree that if they provide any misleading or inaccurate information in the Application for Enrolment, in any of the documents attached to the Application of Enrolment or in any other documentation provided to the School, the School may refuse to enrol the Student or may suspend or terminate the Student's enrolment at the School.
- 12.2** The Enrolment Agreement is governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
- 12.3** The Enrolment Agreement may be unilaterally amended by the School on the provision of six (6) months written notice to the Legal Guardian(s)/ Parent(s).
- 12.4** Legal Guardian(s)/ Parent(s) will ensure they review the updated annual edition of the Parent Handbook to ensure they are familiar with the most current Parent information.

## 13. Declaration

All Legal Guardian(s)/ Parent(s) must read and sign this Enrolment Agreement and agree to the terms and conditions within.

I / We agree that, in the interests of the child, home and School should work together.

I / We agree that, in the interests of the child, all relevant records in relation to the child, including medical and educational records, have been provided, and I/we will advise the School as soon as possible of any changes to the child's records, including the child's or the parent(s)/guardian(s) contact information

I / We are prepared to co-operate with the School in all matters of School management and discipline, and abide by all School regulations and policies.

I / We declare that the information pertaining to the Student, supplied in the enrolment process, is true and complete and nothing that could affect her learning and participation in activities, curriculum, extra-curricular programs and culture of Mentone Girls' Grammar School has been withheld.

I / We agree and acknowledge that:

- Unless the School agrees otherwise in writing, we are, and will remain, jointly and severally liable to pay all fees and other amounts determined by the School from time to time as payable in respect of the Student's attendance (the School fees) and in the manner and at the time the School determines.
- The School may from time to time, with the maximum notice possible, vary the amount or nature of the School fees payable and/or the mode or time for their payment.
- A certificate signed by the School's Director of Business Operations (or its Principal) as to the amount of School fees outstanding at a particular date shall be proof of those matters.
- The School may change the curriculum or courses that it offers from time to time at its absolute discretion.

I / We confirm that I / We have received and understood information from the School regarding the following:

- a. The Education Services to be provided
- b. All tuition and course-related fees
- c. The School's Privacy Policy
- d. Change of contact details / address obligations

- e. Mentone Girls' Grammar School Student Code
- f. Parent Code of Conduct
- g. The School's Complaints Handling and Resolution policy

I / We hereby declare that the information supplied by me/ us is true and correct.

I / We agree to pay all fees owing and by the due date required by the School.

I / We have read, understood and agree to be bound by the above conditions of enrolment.

I / We understand that I / We will be responsible for keeping a copy of this Enrolment Agreement and copies of receipts of any payments of tuition and non-tuition fees.

Signed (Parent/Legal guardian)	Name (Print)	Date:
Signed (Parent/Legal guardian)	Name (Print)	Date:

## **Annexure A: Student Photo and Video Permission/ Consent Form**

At certain times through the year our students may be photographed, filmed or interviewed and identified for School purposes including promotion and related publications for example: the School website, Prospectus, Annual Report, newspaper reports, advertisements and School Social Media portals etc.

We would like Legal Guardian(s)/ Parent(s)r permission to use Legal Guardian(s)/ Parent(s)r child's photograph/video likeness/audio recording for the above purposes. Please read the terms and conditions below and complete the ongoing permission form and return to the School as soon as possible

Thank Legal Guardian(s)/ Parent(s) for Legal Guardian(s)/ Parent(s)r continued support.

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### **Student Photograph and Video Permission Form**

I acknowledge and consent for the Student to be photographed, filmed, recorded or interviewed and identified for the purposes of School business including promotional publications for example: the School website, prospectus, Annual Report, newspaper reports, advertisements and School Social Media portals etc.

- I understand any personal information will be stored, used and disclosed in accordance with the requirements of the Privacy Act 1998.
- I acknowledge and accept all images, videos and other materials remain the property and copyright of Mentone Girls' Grammar School.
- I give permission for a photograph/video likeness/audio recording of the Student to be used by the School in the agreed means and media publications without acknowledgment, remuneration or compensation.
- I understand that student images for the [School Magazine/Newsletter] do not require permission from parents as the [School Magazine/Newsletter] is not produced as a promotional or marketing tool.

Please note that this is an ongoing permission form for the Student's entire time at Mentone Girls' Grammar School. Please confirm that Legal Guardian(s)/ Parent(s) have read, understand and agree to the above and that if Legal Guardian(s)/ Parent(s) wish to withdraw this authorisation, it is Legal Guardian(s)/ Parent(s)r responsibility to notify the School in writing.

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: ...../...../.....