

Enrolment Terms and Conditions



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1. DEFINITIONS

- 1.1 **“Applicant”** means the person/s set out in the Enrolment Contract being the Parent’s and/or Guardian/s of the Student listed in the Contract and if more than one, each of them jointly and severally.
- 1.3 **“Enrolment Contract”** means the Contract/Agreement formed between the School and the Applicant that consists of these Enrolment Terms and Conditions, the Parent Code of Conduct and the Student Code of Conduct.
- 1.4 **“Conditions of Enrolment”** means these Terms and Conditions of Enrolment including any subsequent amendments made by the School.
- 1.5 **“Student”** means the student named in the Enrolment Contract.
- 1.6 **“The Principal”** means the Principal of the School, or the Principal’s authorised representative.
- 1.7 **“The School”** means Good Shepherd Lutheran Primary School Ltd (ABN: 93 650 193 221).
- 1.8 **“Tuition Fee”** means the fees payable by the Applicant in exchange for educational services provided.

2. ENROLMENT

- 2.1 In signing the Enrolment Contract, the Applicant agrees to the School’s policies which may be changed during the period of enrolment at the discretion of the School.
- 2.2 The School’s policies, except for the Parent Code of Conduct and the Student Code of Conduct, do not form part of the Enrolment Contract.
- 2.3 If the Applicant wishes to withdraw the Student from the School, the Applicant must abide by the notice periods listed in clause 7.

3. EDUCATIONAL SERVICES PROVIDED

- 3.1 The School provides educational services that are within the scope of the School’s registration, being:
 - (a) Prep to Year 6 under the Australian Curriculum.

4. STUDENT ACHIEVEMENT

- 4.1 The School encourages the Student to achieve their personal best in partnership with the Applicant but does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the School accepting the Student for enrolment.

5. EMPOWERMENT OF CHILDREN

- 5.1 The School is committed to ensuring a safe environment for all children and Students at the School. It recognises that because of their age, children can be disempowered and are at greater risk of experiencing harm.
- 5.2 The School aims to empower children and Students to have a role in the child safety programs at the School, have greater confidence and to seek out support when they need it.
- 5.3 The School fosters certain values and commitments to children and Students, including:
- (a) valuing children and their contributions;
 - (b) demonstrating a commitment to their rights, including the right to participation;
 - (c) upholding equity and respecting diverse needs;
 - (d) taking their experiences, input and contributions seriously and responding to their views and insights;
 - (e) facilitating child-friendly ways for children and Students to express their views and be heard; and
 - (f) demonstrating a commitment to keeping them safe.
- 5.4 Achieving empowerment takes time and attention. It requires a continuous cycle of planning, action and reflection. Students should be invited to contribute at all stages of the process. The School empowers Students to know their rights, participate in decisions affecting them and are taken seriously by:
- (a) reflecting on how it empowers Students annually, and more often if required; and
 - (b) listing the practical steps it will take to strengthen the empowerment of children under its care in an action plan. This may involve both formal planned activities, as well as informal, everyday changes that might be made.
- 5.5 The School will implement planned activities with careful consideration of the communication and engagement needs of the children and Students.
- 5.6 After implementing the action plan, the School will collect information to assess whether it worked and how it made a difference to children. This could include holding formal or informal feedback sessions with staff, parents or children, or conducting surveys to identify whether things have changed and improved.
- 5.7 To continue to improve, information obtained through feedback will be used to inform the School's next round of reflection and planning.

6. FEES AND CHARGES

- 6.1 Where there is more than one Applicant, both persons will be equally responsible jointly and severally for the school fees and any other charges.
- 6.2 The School may vary Tuition Fees and other charges from time to time at its sole discretion. Parents will be notified in advance of any such variation, and an updated Fee Schedule will be provided to Parents by the end of Term 3. Any Parents wishing to withdraw their child following the School notification of the updated Fee Schedule should do so by the final week of Term 3 holidays, to allow the School adequate time to find a new Student to fill the vacancy and ensure sufficient subject choices and/or staffing for the following year.
- 6.3 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. The new fee arrangements will replace the fee payment provisions in these Enrolment Terms and Conditions for the duration of any payment plan only. All other terms and conditions of these Enrolment Terms and Conditions continue in full force and effect. Once the payment plan ceases, the fee provisions in these Enrolment Terms and Conditions will resume.
- 6.4 The Applicant shall be liable for payment of a Family Deposit at the current rate in order to confirm enrolment. This deposit is able to be refunded to the Applicant once their eldest child ceases enrolment at the School, or may be donated to the School's Building Fund (tax deductible).
- 6.5 The Applicant is responsible for providing fees and charges in relation to all camps during the enrolment period.
- 6.6 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 Principal. A decision under this clause is at the sole discretion of the Principal, and any one waiver of this clause does not indicate an on-going waiver.
- 6.7 If the Student is admitted to the School during a term, Tuition Fees will be charged on a pro rata basis.
- 6.8 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 the notice periods listed in clause 7 have been complied with.
- 6.9 If the Student is withdrawn at the insistence of the School (e.g. due to the unsatisfactory conduct or behaviour of the Student), the Applicant is liable for all fees and charges to the date of notification of the Student's enrolment at the School being terminated.
- 6.10 The Chief Financial Officer is authorised to take such action deemed necessary to recover unpaid fees or charges.
- 6.11 Any overdue accounts may result in late fees, suspension of enrolment, 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.

7. STUDENT WITHDRAWAL, NOTICE PERIODS AND REFUNDS

- 7.1 If the Parent wishes to withdraw the Student from the School, or defer the Student's enrolment at the School, the Applicant must give to the School written notice in advance, as outlined in clause 7.2. Such notice periods represent genuine pre-estimates of the School's loss for the withdrawal of a Student.
- 7.2 No 'part of' a term or school holiday period will be included in determining the notice period. The following notice periods apply:
- One full term's notice is required, in writing to the Principal, before the withdrawal of a Student from the School. If the required notice is not given, one full term's Tuition Fees will be charged in lieu of notice.
- 7.3 Application Fees are non-refundable. For Tuition Fees and other charges, if the required notice is provided, pre-paid pro-rata fees will be refunded within three months to the person/s who made the relevant payment or the Applicant.
- 7.4 The withdrawal of a Student and subsequent re-enrolment of the same Student requires a new Application for Enrolment. A new date of application will be allocated.
- 7.5 No refund or remission of fees, either in whole or in part, will be made if the education provided by the School is delivered, in part or whole, by online or remote learning when required by government mandate or law.

8. DISCLOSURE

- 8.1 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.
- 8.2 The Enrolment Application Form forms part of the Enrolment Contract, 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 Contract by the School.
- 8.3 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.
- 8.4 The Applicant declares that the Student is either an Australian citizen; has Australian residency status; or, has a Student Visa for entry and stay in Australia that allows education to be provided on the same cost basis as for an Australian citizen.

9. DISCIPLINARY ACTION

- 9.1 The continued enrolment of students is dependent on their behaviour being in accord with the School's policies, including but not limited to the Student Code of Conduct, rules and regulations, as amended from time to time. Continued enrolment is also dependent on the behaviour of the Applicant being in accord with relevant policies, including but not limited to the Parent Code of Conduct.
- 9.2 The School reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the School.
- 9.3 Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the School) if in the opinion of the Principal the Student is found to

have of breached the School policies, including but not limited to the Student Code of Conduct, or is found to have engaged in behaviour detrimental to the School, its staff or students.

- 9.4 If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 9.5 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 and shall be the sole responsibility of the Applicant during such period.
- 9.6 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 Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct.

10. HEALTH AND MEDICAL TREATMENT

- 10.1 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.
- 10.2 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.
- 10.3 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 (e.g. Ambulance expenses).
- 10.4 The Student is permitted to access school specialists including the School Nurse, School Pastor and School Counsellor/s. 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).
- 10.5 It is the responsibility of the Applicant to provide appropriate insurance cover should the Student be injured or taken ill at the School. It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at school.
- 10.6 The Applicant will ensure that the Student is appropriately immunised in accordance with the applicable laws.
- 10.7 Staff and Students at the School will follow the School's plans in relation to any pandemic or transmissible disease. The School:
 - (a) adopts sufficient measures to ensure the safety of staff and Students; and
 - (b) aims to prevent transmission of any transmissible disease in the School environment as much as possible.

11. PERSONAL POSSESSIONS

- 11.1 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.
- 11.2 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.

12. ATTENDANCE

- 12.1 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, may be required to attend and participate in 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, open days, drama rehearsals and performances, and musical rehearsals and performances).
- 12.2 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.
- 12.3 The Student is not permitted to leave school at the end of term until the published closing date unless permission is obtained from the Principal.
- 12.4 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.
- 12.5 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 a medical practitioner has recommended the Student not attend.
- 12.6 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education.

13. TERMINATION

- 13.1 The Enrolment Contract may be terminated:
- (a) in accordance with the provisions of these Enrolment Terms and Conditions,
 - (b) in accordance with the Parent Code of Conduct;
 - (c) in accordance with the Student Code of Conduct;
 - (d) in accordance with the Behaviour Development Policy; or
 - (e) as permitted by law.

14. COMMUNICATION & PRIVACY

- 14.1 The provision of misleading representation in relation to the guardianship of the Student may result in the School suspending or terminating the enrolment of the Student.
- 14.2 From time to time the School may wish to include photographs and/or audio/visual of the Student captured with or without their name in print and online for distribution within the school community. The School will provide the Applicant with the opportunity to provide consent for the use of photography/videography of their child/ren.

- 14.3 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.
- 14.4 In the event the Applicant is 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.
- 14.5 The Applicant may at any time opt out of receiving any marketing communication by the School. There is no charge or penalty for opting out from any marketing communication. Marketing material does not include fundamental information, including the School Newsletter delivered to the Applicant whilst the Student is enrolled at the School.
- 14.6 All information provided to the School in the Enrolment Form is collected and handled in accordance with the collection statement in the Enrolment Form and the Privacy Policy, as amended from time to time.
- 14.7 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 (including relevant court orders).

15. ENROLMENT REGISTER

- 15.1 The School maintains a register of enrolments of all Students.
- 15.2 The register of enrolment (**Enrolment Register**) records the following information in relation to each Student enrolled at the School:
- (a) the Student's name, age and address;
 - (b) the name and contact details of any parent/carer of the Student;
 - (c) the date of enrolment of the Student;
 - (d) the Victorian student number allocated to the Student; and
 - (e) the date that the Student ceased to be enrolled at the School (if applicable).
- 15.3 Parents of future students should communicate any change of address to the Enrolment Officer via email/in writing so that contact can be maintained. The School will take reasonable efforts to maintain up to date contact details for all families, however, failure to communicate a change of address could mean a loss of enrolment opportunity.
- 15.4 The Enrolment Register is kept up-to-date by the School. The Enrolment Register indicates the School meets the minimum number of students' requirement.

Date of Endorsement: April 2023

Document to be Reviewed: April 2025

Endorsed by: School Board