



**As the Parent(s)/Guardian(s) of the child named in the Letter of Offer accompanying these *Conditions of Enrolment at Ballarat Grammar (Conditions of Enrolment)*,**

**I/We:**

- a) have read, understood and agree to the information provided with the Letter of Offer, Confirmation of Enrolment form and public facing policies available on the School's website, including, but not limited to; Conditions of Enrolment, the Parent Charter, Parent Code of Conduct, Privacy Policy, Student Safety Code of Conduct, Complaints Handling Policy, Anaphylaxis Management Policy and Duty of Care Policy.
- b) understand and agree that the following binding conditions apply if I/we accept the offer of a place for my/our child for them to commence studies at the School.
- c) understand I/we can only accept an offer of place at Ballarat Grammar once I/we provide the following:
  - Confirmation of Enrolment form signed by both Parent(s)/Guardian(s);
  - Updated medical data via My Account/NEXUS;
  - Birth Certificate as proof of identity of the student;
  - Complete the provided SFO Parent Data Collection form via My Account/NEXUS; and
  - Payment of the Deposit Against Fees in advance as requested in the Letter of Offer.

**In signing these Conditions of Enrolment, as the Parent(s)/Guardian(s) I/we understand and agree to the following:**

### ***Introduction***

1. The School reserves the right to decline the prospective enrolment of any student, including the Applicant, at any time and for any reason, without providing a rationale.
2. The School has the right to determine the appropriate year level of the child's entry, and progression is dependent upon satisfactory performance and application in the opinion of the School.
3. Parent(s)/Guardian(s) must ensure that the School's records in relation to the child are correct and up to date at all times. Parent(s)/Guardian(s) must advise the School as soon as possible of any changes to the child's records and/or conditions, including Parents'/Guardians' contact information (including address) and any changes to family circumstances or medical records.
4. The enrolment of the child at the School commences in their first year of enrolment (excluding the CEEEd) and continues until completion of Year 12 or until the student is otherwise withdrawn or removed by written notice from the School.

### ***School Fees***

5. An application fee is payable at the time of submitting the Application for Enrolment. This application fee is non-refundable.
6. All Fees and Charges shall be payable in advance by the start of the school term to which they relate. The School reserves the right to refuse entry, or withdraw the child's enrolment, where Fees and Charges are not paid in accordance with the foregoing requirement.
7. Fees and Charges are subject to amendment by the School (or the Board of Directors on behalf of the School) at any time. Fees and Charges are payable in advance of the School term and within 21 days of receipt of the relevant invoice. Some Fees and Charges may be invoiced throughout the School term (i.e. costs associated with optional excursions) and in such circumstances will be payable within 7 days of receipt of the relevant invoice.
8. The School reserves the right, to refuse to allow the child to continue their education at the School, and to terminate the child's enrolment, while any Fees and Charges remain unpaid. In exceptional circumstances, at the absolute and sole discretion of the School (or the School Board on behalf of the School), the child may be allowed to enter a new school term if any Fees and Charges remain outstanding.
9. Without prejudice to the requirements of clauses 6-8 of these Conditions of Enrolment, a late payment fee will be charged on any overdue account at rates determined by the School Board. The School may also charge the Parent(s)/Guardian(s) interest and any reasonable administration costs incurred by the School in respect of managing the unpaid Fees and Charges.
10. The School reserves the right not to refund Fees and Charges. However, the School (or the Headmaster on behalf of the School) may, in its absolute and sole discretion, consider a request received in writing for a refund by Parent(s)/Guardian(s).





11. Any agreement or act by the School that may not strictly enforce these Conditions of Enrolment in relation to Fees and Charges does not alter that it may require the child to be withdrawn from the School and/or terminate enrolment.
12. Subject to clauses 6-8 of these Conditions of Enrolment, if applicable, Fees and Charges are due and payable in all circumstances following enrolment. Allegations of bullying, violence, harassment and/or discrimination, or instances of bullying, violence, harassment and/or discrimination (or any other behaviours against the values of the School) towards the child or any other student or member of the School community will not discharge any obligation to pay Fees and Charges.
13. The Headmaster is authorised to take action considered necessary, including legal proceedings, on behalf of the School, to recover unpaid Fees and Charges.
14. Should a Parent or Guardian's circumstances change and they withdraw their financial responsibility for their child, one full term's notice in writing to the Headmaster must be provided. If the required notice is not given, Fees and Charges for the next term will be payable in full. In this situation the other parent or guardian will be asked to re-sign the Conditions of Enrolment accepting full financial responsibility for the child.
15. I/We accept Fee Payment Protection as outlined in the School's Business Notice which is available on the School's website [www.bgs.vic.edu.au](http://www.bgs.vic.edu.au). Parent(s)/Guardian(s) are required to notify [headmaster@bgs.vic.edu.au](mailto:headmaster@bgs.vic.edu.au) should this cover not be required.

### **Withdrawal of Students**

16. Parent(s)/Guardian(s) must give one full term's notice in writing to the Headmaster prior to withdrawing a child's enrolment at the School. If the required notice is not given, Fees and Charges for the next term will be payable in full, at the absolute and sole discretion of the Headmaster, on a case-by-case basis. In making this assessment the Headmaster will consider whether the place is able to be filled, the effect on any class sizes and teacher allocations and any financial impact on the School.
17. Any notice of withdrawal of enrolment must be signed by both Parent(s)/Guardian(s) unless there is a current Court Order to the contrary.
18. If there is an intention for a child not to attend the School for one term or more, the Parent(s)/Guardian(s) must make an application to the Headmaster for the period of leave as soon as practically possible. The School will advise the Parent(s)/Guardian(s) whether or not the application for leave is approved. If the period of leave is not approved and the child nevertheless takes the period of leave, the child will not have an automatic right to return to the School and the School is not obliged to maintain or hold the child's enrolment. In this case, the child will be deemed to have withdrawn from the School and a new Application for Enrolment must be made. The School may in its absolute and sole discretion approve the application for leave, and hold the child's enrolment open during the period of leave, on the condition that the Parent(s)/Guardian(s) make an advance payment of a non-refundable holding fee of not less than one term's fees.

### **Court Orders**

19. Unless the School is supplied with a Court Order or written authorisation signed by both Parent(s)/Guardian(s) the School will proceed and act on the basis that each of the child's Parent(s)/Guardian(s) has equal rights and responsibilities in relation to their child. The Parent(s)/Guardian(s) will at all times act in accordance with any relevant Court Orders in their dealings with the School.
20. I/We provide the School permission to contact the Solicitor of the Parent/Guardian providing the orders should the School require further clarification.
21. If there is a change in legal guardianship or care for the child, the Parent(s)/Guardian(s) will immediately provide written notice to the School detailing the change (and provide any other relevant documentation) in addition to written consent from any other Parent(s)/Guardian(s) of the child, confirming the status of the child's enrolment. The Parent(s)/Guardian(s) indemnify the School against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parent(s)/Guardian(s).

### **Parent(s)/ Guardian(s)' Conduct**

22. I/We agree to comply with the School's rules, procedures and policies, understanding that these may vary from time to time and are available on the School's website, through Nexus and/or in publications.





23. I/We agree to fulfil the expectations of the School as outlined in the Parent Charter and Code of Conduct. A copy of the Parent Charter and Code of Conduct will be made available with enrolment documents and is also available by contacting the Admissions Office or from the School's website. The School reserves the right to make changes to these documents as required, to reflect the needs of the School.
24. I/ We will treat other Parent(s)/Guardian(s), students, School staff and members of the School community with fairness, courtesy and respect at all times. As Parent(s)/Guardian(s) we agree to act in a manner that will not cause the image of the School to be negatively affected or brought into disrepute. I/We agree to act in a manner that would not reasonably cause other Parent(s)/Guardian(s), students or School staff to be offended, humiliated or intimidated. This includes verbal and written communication in any forum.
25. If the School (or the Headmaster acting on behalf of the School) believes that:
  - a) the relationship of trust and cooperation between the Parent(s)/Guardian(s) and the School, or between the Parent(s)/Guardian(s) and School staff or Parent(s)/Guardian(s) of other students, has broken down to the extent that it adversely impacts on the Parent(s)/Guardian(s)' relationship with the School; or
  - b) the Parent(s)/Guardian(s) have failed to comply with the School's rules, policies or procedures (including but not limited to these Conditions of Enrolment, the Parent Charter and/or Code of Conduct), the School (or the Headmaster acting on behalf of the School) may require the Parent(s)/Guardian(s) to remove the child from the School and suspend or terminate his or her enrolment, together with any other child or children enrolled at the School.
26. I/We agree to assist and support the School in discharging its obligations under the *Child Wellbeing and Safety Act 2005* (Vic) by participating in 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 regulatory authority.

### **Discipline of Students**

27. I/We agree to support the School in lawful disciplinary actions undertaken, deemed by the School as appropriate, to modify, address and deal with my/our child's behaviour and conduct.
28. Where it is considered necessary, a Senior Staff member may direct a student to reveal items that have been brought onto the School's premises or to a School function/activity by them. This may include his/her school bag or locker, the contents of any laptop or electronic device, any boarding house room and/or they may be directed to empty their pockets.
29. The School reserves the right to discipline, suspend or terminate the child's enrolment for the following reasons:
  - a) a consistent lack of academic endeavor, or if behaviour is considered by the Headmaster, or their delegate, to be unacceptable, or outside the values of the School;
  - b) the child and/or the Parent(s)/Guardian(s) fail to comply with the School's rules, policies and procedures (including but not limited to these Conditions of Enrolment, the Parent Charter and/or Code of Conduct);
  - c) it is identified that misleading or inaccurate information was provided to the School; or
  - d) for any other reason(s) deemed appropriate by the Headmaster of the School.
30. Any decision to terminate a student's enrolment at the School is at the absolute discretion of the Headmaster. In such circumstances, the Headmaster's decision is final. The Parent(s)/Guardian(s) of a student who has been expelled from the School may be charged for a term's fees in lieu of notice in line with the requirements outlined in clause 16.
31. Where a student's enrolment is terminated, the School shall retain any fees paid with respect of the student by way of liquidated damages. All outstanding fees and fees payable per the Business Notice are required to be paid until the end of the deemed notice period, being one school term after the enrolment termination date. There will be no remittance of fees for any period of suspension.

### **Medical Conditions and Special Needs**

32. I/We agree to divulge, with appropriate documentation, all relevant details regarding individual educational needs, medical conditions, physical impairment, mental impairment or other conditions that may impact upon the School's ability to offer appropriate care for the child, and to enable consideration of any reasonable adjustments and facilities that may be required. Information provided must be based on all current information available to the Parent(s)/Guardian(s) at the time of submitting the Application for Enrolment.





33. During the period that the child is enrolled at the School, Parent(s)/Guardian(s) must, as soon as practicable, communicate with supporting documentation, any new medical conditions or impairment or other conditions affecting my/our child that may impact upon the School's ability to properly care for my/our child, and enable consideration of reasonable adjustments to services and/or facilities that may be required.
34. I/We confirm that, in the event of illness or injury to the child whilst at School, or on an excursion or co-curricular activity, or travelling to or from School, I authorise the Headmaster or Senior Staff member in charge of my/our child at the time, and where it is impracticable to communicate with me/us consent to emergency medical arrangements or treatment on my/our behalf as deemed necessary by a qualified medical practitioner. Such consent includes anesthetics, blood transfusions and operations.
35. I/We accept responsibility for any expenses incurred on behalf of the School or my/our child arising from such emergency medical arrangement or treatment. Further, I/we 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.

### **Privacy**

36. I/We 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 available on the School's website.
37. I/We will at all times respect the privacy and rights of others in relation to taking/disseminating any digital images including photographs or videos of school activities and will not take any digital images unless I have the consent of each individual in the image. I will further follow any written or verbal notification regarding the taking of photographs or recordings relating to students.

### **Participation**

38. At Ballarat Grammar, students of the School are required to take part in all School activities including those scheduled out of normal school hours. Students require a range of items for School activities, including books, stationery and the correct uniform items, the details of these items may be obtained from the School. I/We accept responsibility for ensuring my/our child has the items required and I/we will and/or participate in all relevant School activities.

### **Uniform**

39. All Ballarat Grammar students are required to wear and abide by the uniform policy (including hair) whilst attending the School, while travelling to and from the School, at School, and while attending School events. I/We accept responsibility for ensuring my/our child has the items required and wears them appropriately.

### **Technology**

40. Students will have access to and use various technology while attending the School. This may include, but is not limited to, information and communication technologies (ICT), computers, iPads, tablets, desktop computers, laptops, internet and network services, portable data storage devices, online data storage mediums, printers and all other digital communications including web-based and mobile technologies (i.e. text and video messages, email, blogs, social media and file sharing) (the Technology).
41. I/We agree to take responsibility for ensuring, so far as is reasonably practicable, that my/our child is using the Technology appropriately and not for improper purposes and will be responsible for ensuring they adhere to any relevant ICT policy.

### **General**

42. I/We are aware of the School's Outdoor Education program and agree to allow my/our child to attend all compulsory camps.
43. I/We give consent for my/our child to participate in educational learning experiences beyond the classroom to a radius of within 100km of the School's Wendouree campus.
44. I/We consent to the School communicating with my/our child's current school (where appropriate) for information about developmental or learning needs.
45. If the child is offered a place at the School (the Offer), Parent(s)/Guardian(s) must confirm their acceptance of the Offer by a written response accompanied by a non-refundable, once per family, admission deposit of \$4,000 for acceptance to the Junior School or \$6,000 for acceptance to the Middle/Senior School, within





30 days of the Offer (Admission Deposit). The Admission Deposit will be fully credited towards the first Semester's fees.

- 46. All applications for changes in the child's enrolment status, including movements between Boarding and Day Houses must be directed to and approved by the Headmaster, via [headmaster@bgs.vic.edu.au](mailto:headmaster@bgs.vic.edu.au) and require at least a term's notice.
- 47. I/We confirm that all information provided in the Applicant for Enrolment is complete and accurate.
- 48. I/We agree that if any misleading or inaccurate information is provided in the Application for Enrolment, or in any documents provided with the Application for Enrolment, the School may refuse to enroll the child or may suspend or terminate the enrolment of the child.
- 49. I/We acknowledge that the School may from time to time vary the terms of these Conditions of Enrolment.
- 50. All Parents/Guardians of the child at the time of enrolment, agree to sign the Conditions of Enrolment.
- 51. The Conditions of Enrolment are governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.

Any right, entitlement, obligation or action required by the School under these Conditions of Enrolment may be exercised by the Headmaster and/or the School Board (whichever is deemed appropriate by the School) on behalf of the School.

**I/We agree that I/we have read, understood and agree to the terms and conditions contained within these Conditions of Enrolment for Ballarat Grammar.**

**Child's/Children's Full Name(s)** \_\_\_\_\_

**Entry Details: Application to enter** Year \_\_\_\_\_ **in** \_\_\_\_\_ **(Term)** \_\_\_\_\_ **(Year)**

**Parent/Guardian 1**

**Parent/Guardian 2**

\_\_\_\_\_  
Full name (printed)

\_\_\_\_\_  
Full name (printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

I/We acknowledge and agree to be jointly and severally liable for payment of all of the School's fees and charges in relation to the child's enrolment (Fees and Charges), as fixed by the Board of Directors and further acknowledge that these can change from time to time.

OR

I \_\_\_\_\_ acknowledge and agree to all other clause contained in these Conditions of Enrolment and to accept the offer of a place, but do not agree to have any responsibility for payment of any of the School fees and charges in relation to the child's enrolment (Fees and Charges), as fixed by the Board of Directors and further acknowledge that these can change from time to time

\_\_\_\_\_  
Signature of person making declaration  
(Parent/Guardian)

\_\_\_\_\_  
Signature of person making declaration  
(Parent/Guardian)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed Name

on (date) \_\_\_\_\_

on (date) \_\_\_\_\_

