



ENROLMENT AGREEMENT

Student:

Year Level; Year of Entry:

Acceptance of enrolment

CGGS has made an offer to the Parent/s or Guardian/s named in this Enrolment Agreement for the enrolment of the Student on the terms and conditions of enrolment set out in this Agreement. By signing this Agreement the Parent/s or Guardian/s accept the offer.

Terms and conditions of enrolment

Educational services

1. The Student will commence enrolment at CGGS at the commencement date of the Year/Level of Admission as set out in the schedule and will continue to be enrolled until completion of Year 12 or until the Student's enrolment is otherwise withdrawn or cancelled in accordance with these terms and conditions of enrolment.
2. CGGS will provide for the benefit of the Student, Services it considers appropriate in accordance with its curriculum as CGGS may determine from time to time. If required, CGGS may apply a proportion of the fees collected to the conduct of the school's Early Learning Centre.
3. CGGS will publish the Services it offers from time to time in its *Educational Services Program*. The course offerings, together with curricular and co-curricular offerings will be determined by CGGS in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods, manner of teaching, and processes and other services affecting its students.
4. Where a campus or part of a campus of the school becomes unavailable for any reason, including because of a decision by CGGS on safety grounds to vacate, because of fire, natural disaster or the outbreak of illness, or because of any emergency, CGGS may require the Student to attend an alternative campus or location, or to not attend any campus or other location at all for a period. The inability of CGGS to provide the Student with access to any campus or part of a campus, or any alternative campus, or any decision by CGGS to exclude access to such campuses, will not entitle the Parent to any rebate, repayment or waiver of fees and expenses except at the sole discretion of CGGS.
5. The Parent acknowledges that CGGS does not guarantee or represent in providing the Services any particular or specific student outcome or level of achievement for the Student.

Fees & Business Regulations

6. The Parent agrees to pay all fees in accordance with the *Fees & Business Regulations* as published from time to time and to comply with all of the terms and conditions of those Regulations, including regarding payment of fees.
7. Fee accounts will be sent to all email or other addresses provided by the Parent, unless CGGS is advised otherwise by the Parent.
8. The *Fees & Business Regulations* may be varied or amended by CGGS from time to time in its sole discretion, which may include an increase in the fees as determined by CGGS. CGGS will publish any increase in fees before the commencement of the next school year.
9. Unless otherwise provided in the *Fees & Business Regulations*, at the Principal's discretion, the amount outstanding on any CGGS account may from the due date for payment until payment is made in full,

accrue interest on a daily basis at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) (as amended or replaced from time to time).

10. To avoid doubt, the Parents agree to be jointly and severally liable for the payment of all fees. This applies even if the accounts are usually paid by one Parent, and regardless of whether the accounts are addressed only to one Parent. A Parent may not delay or refuse to pay an account on the basis that the other Parent or a third party has agreed to be responsible for the payment of all or part of any account.
11. Without prejudice to any other action or steps CGGS may take, while any fees remain unpaid after their due date for payment, CGGS may, in its sole discretion, withhold any of the Services from the Student and any sibling, or suspend the enrolment of the Student and any sibling, until the full amount outstanding is paid in full.
12. CGGS may in its discretion cancel the enrolment of the Student and any sibling if any fees remain unpaid after their due date.
13. Any failure, delay or indulgence of CGGS in favour of the Parent in relation to the payment of any fees is not a waiver of CGGS's rights in respect of such payment or its rights under this Agreement.
14. The Parent indemnifies CGGS in respect of any costs or charges incurred by it, including legal costs on an indemnity basis, in relation to any debt recovery action taken by the CGGS to recover any unpaid fees.

Policies and procedures

15. The Parent will comply with and take all reasonable steps to uphold CGGS's policies, procedures and rules (as introduced, varied or amended from time to time) including those concerning or dealing with:
 - (a) the care, safety and welfare of students;
 - (b) standards of dress, grooming and appearance;
 - (c) grievances and complaints;
 - (d) equal opportunity and discrimination;
 - (e) social media and the use of information, communication and technology systems;
 - (f) student behaviour and conduct and discipline of students;
 - (g) parent behaviour and conduct, including any parent code of conduct as may be published from time to time.
16. The Parent agrees to support CGGS in the implementation of all policies and procedures that are implemented for the proper conduct of the school and the delivery of the Services, including policies concerning student behaviour management and disciplinary action imposed by it in respect of the Student.
17. The Parent agrees that any personal property of the Parent or the Student brought to school or to any school function or activity, whether or not held on CGGS premises, will be at the sole risk of the Parent or the Student, and that CGGS will have no responsibility for any loss, theft or damage to such personal property.

Codes of conduct

18. The Parent agrees that the Student is required to comply with and meet the expected standard of behaviour and conduct as set out in any code of conduct for students as CGGS may from time to time implement and that any breach of such a code of conduct by the Student may result in disciplinary action by CGGS including suspension or cancellation of enrolment.
19. The Parent agrees to be responsible for ensuring that the Student is aware of all policies and procedures that apply to the Student while attending CGGS, including those relating to student conduct and behaviour

and any code of conduct for students, and to support CGGS in the implementation of such policies and procedures.

20. CGGS's Parent Code of Conduct or other policy concerning parent behaviour sets out CGGS's expectations of parents who have students enrolled at CGGS. The Parent agrees to comply with any parent code of conduct implemented by CGGS from time to time and agrees that any breach of such a code of conduct may result in the cancellation of the enrolment of the Student and any sibling.

Student withdrawal

21. The Parent must give to CGGS a minimum of one full school term's prior notice in writing to the Principal of their intention to withdraw the Student's enrolment. Where the Student is being withdrawn at the end of a year, notice in writing must be given by the first day of Term 4. In the event that such notice is not given and in lieu of such notice, the fees for the next term will be payable in full.
22. CGGS may cancel the Student's enrolment at any time by giving notice of such cancellation to the Parent if the Principal reasonably considers that:
 - (a) the Student's behaviour, attitude or conduct while enrolled with CGGS (whether or not such conduct occurs during school hours or while undertaking a school activity) is unacceptable;
 - (b) the Student's school or class attendance is unacceptable;
 - (c) the Student engages in misconduct or breaches a policy of CGGS which the Principal considers to be serious, including a breach of any student code of conduct;
 - (d) a mutually beneficial relationship of trust and cooperation between the Parent on the one hand and CGGS or any of its staff on the other has broken down such that it adversely impacts on the ability of CGGS to provide a beneficial education to the Student;
 - (e) the behaviour or conduct of the Parent towards CGGS or to any of its staff breaches any parent code of conduct;
 - (f) any fees in respect of the enrolment of the Student or any sibling of the Student remain unpaid; or
 - (g) circumstances exist whereby the ongoing enrolment of the Student at CGGS is considered to be untenable or is not in the best interests of the Student or CGGS.

Deferral of enrolment and absence

23. The Student's enrolment may be deferred to a date after the commencement date of the Year Level/Year of Entry of Admission only with the written approval of the Principal and subject to such conditions and terms as the Principal may decide, including that the Student's enrolment will be conditional and that her place at the school is not guaranteed.
24. Any request for a temporary absence of the Student from attending the school must be approved by the Principal in writing on such terms and conditions as the Principal may determine. The Parent will be obliged to continue to pay all fees during the absence unless otherwise approved by the Principal.
25. CGGS may provide fee remission or concession for temporary student absences subject to the terms and conditions set out from time to time in any CGGS policy dealing with student absences or otherwise in the absolute discretion of the Principal.

Medical and special needs

26. In order to support the health and wellbeing of the student, the school asks permission to provide medical history about the student at the time of enrolment and annually thereafter. Information concerning the student's health (any known medical condition, medical needs, health problems, allergy or disability) enables the school to make reasonable adjustments where necessary and so to ensure the student is able to participate fully in the educational program.

The school will collect and store this information and treat it in confidence.

27. The Parent is required to immediately notify CGGS of any infectious or contagious disease contracted while enrolled at CGGS.
28. CGGS is authorised to obtain or provide such emergency medical treatment or first aid for the Student as may be deemed necessary by CGGS or a staff member.
29. The Parent will be responsible for any costs or charges incurred by CGGS as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility.
30. If the Student needs adjustments or specialised support services to access the school's curriculum and co-curricular program, it is the Parent's responsibility to provide CGGS with the relevant information about the Student's needs once this information is made available to the Parent. This enables the school to plan and implement reasonable adjustments and resourcing.
31. Where a student requires support from external professionals such as an occupational therapist or physiotherapist, while CGGS may be able to provide an onsite space for this service to be delivered, where relevant, it is the responsibility of the Parent to pay for this service through a private arrangement with the provider or through NDIS funding.

Court orders

32. The Parent must provide and disclose to CGGS on a timely basis any family court or other court orders that apply to or impact on the Student's enrolment with CGGS and of which CGGS should be made aware.

Australian Consumer Law

33. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

General matters

34. This Agreement is governed by the laws of Victoria.
35. If any provision of this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
36. CGGS will not be liable to the Parent for any indirect or consequential loss or any loss of profit suffered by the Parent arising out of any breach or alleged breach by CGGS of this Agreement.
37. The Parent will not be entitled to set off against or deduct from the fees any amount owed or claimed to be owed to the Parent by CGGS or to be entitled to withhold payment of any account because part of the account is in dispute.

Definitions

38. The following definitions apply to this Enrolment Agreement:

CGGS means *Camberwell Anglican Girls' Grammar School* ACN 004 166 349 of 2 Torrington Street, Canterbury in Victoria and **school** refers to the educational institution conducted by CGGS at which the Student is enrolled to attend.

Fees include all tuition fees, composite fees, charges, special or other fees as published or advised by CGGS from time to time and which are payable in relation to the enrolment of the Student, including such fees and charges contained in the *Fees & Business Regulations* as published by CGGS from time to time.

Parent means the parent/s or legal guardian/s of the Student and, where there are two parents or legal guardians, then **Parent** is a reference to each of them jointly and severally.

Principal is the person appointed as the Head of CGGS, being the most senior leadership position in the school, or the person acting in that role from time to time.

Services are the educational courses or programs and the facilities and services provided by CGGS from time to time for the benefit of its students which are set out in more detail in CGGS's *Educational Services Program* (which may be amended or varied from time to time at CGGS's discretion).

Fees & Business Regulations is the document of that name (or such other name as used by CGGS from time to time) published by CGGS from time to time setting out the tuition fees and other charges payable in respect of a student's enrolment at the CGGS and such other ancillary terms and conditions regarding the payment of fees.

Student is the student named in this Agreement.

Schedule

Parent/Guardian details:

Parent/Guardian 1

Full name:

Relationship to Student

Address:

Telephone:

Email address:

Parent/Guardian 2

Full name:

Relationship to Student

Address:

Telephone:

Email address:

Student details:

Full name:

Level of admission:

Year of Entry:

Execution of the Agreement:

Signed – Parent /Guardian 1:

Date:

Signed – Parent/Guardian 2:

Date: