

## Terms and conditions of enrolment

The Parent/s or legal guardian/s named in this Enrolment Agreement agree to the following terms and conditions in respect to the enrolment of the Student at the School:

### Acceptance of enrolment

1. The Parent accepts the offer of enrolment for the Student commencing at the start of the Entry Year Level (or such other date as agreed in writing) and continuing until completion of Year 12 or until the Student's enrolment is otherwise withdrawn or cancelled.

### Educational services

2. The School will provide for the benefit of the Student such of the Services it considers appropriate in accordance with its curriculum and as it may determine from time to time.
3. The School will publish the Educational Services it offers from time to time in its Schedule of Educational Services. Its course offerings, including curricular and co-curricular courses and programs will be determined by the School in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods (including by remote or on-line learning where considered necessary) and processes and other services affecting its students.
4. The Parent acknowledges that the School does not guarantee or represent any particular or specific student outcome or level of achievement for the Student in relation to any of its Educational Services.
5. The School may temporarily require students to transition to school-based remote or on-line learning arrangements, including learning from home, in circumstances where the School considers it necessary or appropriate to do so because of, but not limited to, concerns about student or public health and safety, a public health order or declared state of emergency in Victoria.

### Fees

6. The School tuition fees and other charges are set out in the Schedule of Fees as published by the School (which may be amended or varied by the School from time to time in its sole discretion). A proportion of funds raised or fees collected by the school may be used to support the operation of the ELC.
7. The Parent agrees to comply with the terms of the Schedule of Fees including terms and conditions regarding payment of fees.
8. Unless otherwise provided in the Schedule of Fees, the amount outstanding on any account from the School will accrue interest from the due date until it is paid 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).
9. If there is more than one Parent, they agree to be jointly and severally liable for the payment of all fees and charges payable to the School in respect of the enrolment of the Student, and that they remain jointly and severally liable irrespective of any other arrangement that may be reached between them, whether legally binding or otherwise.
- 10.





- (d) the Student's progress is such that, in the opinion of the Principal, the Student is not benefiting from the courses and programs provided by the School;
- (e) a mutually beneficial relationship of trust and cooperation between the Parent and the School or any of its staff has broken down such that it adversely impacts on the ability of the School to provide a meaningful education to the Student;
- (f)



## General matters

28. This Agreement is governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.
29. 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.
30. The School 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 a breach by the School of this Agreement.
31. 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 the School or to be entitled to withhold payment of any account because part of the account is in dispute.

## Definitions

32. The following definitions apply to this Enrolment Agreement:

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

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

**Parent** means the parent/s or legal guardian/s of the Student as named in this Agreement 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 referred to as the Principal of the School, or the person acting in that role from time to time, and who is appointed to the most senior leadership position in the school.

**the School** means Mentone Grammar School ACN 004 391 271 | ABN 87 616 069 977 | CRISCO Code 00323C of 63 Venice Street, Mentone in Victoria.

