



Bacchus Marsh
Grammar

School Board Document

Governance

GOV-020 Conditions of Enrolment

Approved by the School Board 4 May 2022





Conditions of Enrolment

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1 Conditions of Enrolment

- 1.1.1 These Conditions of Enrolment may be subject to change without notice. Revisions to these Conditions of Enrolment will be published on the School Website.

2 Definitions

Word / Term	Definition
Acceptance of Position	means the document submitted to the School confirming acceptance of a position offered to the Student by the School, prior to completing the Enrolment Agreement.
Annual Acknowledgement	means the acknowledgment signed each year by the Parent(s) / Guardian(s) of the Student confirming Re-enrolment of the Student at the School and the Parent(s) / Guardian(s) agreement to abide by these Conditions of Enrolment
Business Notice	means the School's annual advisory publication outlining important School information relevant to the upcoming School year, including but not limited to significant changes to the Conditions of Enrolment, the School Rules, and Policies and or the School's annual Fee Schedule.
Campus	means collectively the following listed sites of operation of the School unless stated otherwise: Maddingley Campus at South Maddingley Road, Maddingley, Victoria, 3340, Australia Woodlea Campus at 111 Frontier Avenue, Aintree Victoria, 3336, Australia Bacchus Marsh Grammar Early Learning Centre, Woodlea at 111 Frontier Avenue, Aintree Victoria, 3336, Australia
Conditions of Enrolment	means these terms and conditions forming part of the Enrolment Agreement and or the Annual Acknowledgement, including any subsequent amendments made by the School from time to time.
Enrolment Agreement	means the signed and completed agreement submitted to the School, for enrolment of the Student at the School, which together with these Conditions of Enrolment the Parent(s) / Guardian(s) agree to be bound and comply with.
Enrolment Fee	Means the fee payable under the Enrolment Agreement at the time of enrolment of the Student, in accordance with the Fee Schedule.
Fees	means the tuition fees, building levies, subject levies and or any other tuition, levies, bus fees and additional charges of whatsoever nature and kind, payable as a result of enrolling a child at the School, including any subsequent amendments made by the School from time to time, as outlined in the Fee Schedule.
Fee Schedule	means the annual schedule of fees published on the School's website and accompanying these Conditions of Enrolment.
Intranet	means the School's intranet site comprising the Parent(s) / Guardian(s), staff and or Student portals.
Parent(s) / Guardian(s)	means the person/s who sign and agree to be bound by the Enrolment Agreement and or the Annual Acknowledgement, being the parent/s and/or guardian/s of the Student and, if more than one, each of them jointly and severally.
Principal	means the Principal of the School, or the Principal's authorised delegate.
Re-enrolment	confirmation of the Student's continued enrolment at the School each year.
Related Documents	means the following School Rules and Policies (which can be found on the School Website or Intranet): <ul style="list-style-type: none"> Billing and Payment of Fees Policy



	<ul style="list-style-type: none">• Child Safe Policy• Debt Collection Policy• Enrolment Policy• Privacy Policy• School Community Code of Conduct Policy• School Uniform and Dress Code Policy• School Rules and Regulations Policy• Student Attendance Policy• Student Code of Conduct• Student Bullying and Harassment Policy• Student Discipline Policy
School	means Bacchus Marsh Grammar, ABN 24 128 531 078, CRICOS # 02911M, South Maddingley Road, Maddingley, Victoria, 3340, Australia.
School Prospectus	means the document setting out information about the School such as the School's objectives, values and educational services.
School Rules and Policies	means a collective description for any and all policies, rules, regulations and guidelines of the School that may be detailed in the Conditions of Enrolment, the Related Documents, the annual Business Notice, the annual Fee Schedule, the School Prospectus, the School newsletter and or otherwise published on the School Website or Intranet or communicated by the School via any other means. The School Rules and Policies may be varied, amended, and or withdrawn from time to time without notice. Where appropriate, revisions will be published on the Website or Intranet unless withdrawn entirely.
Student	means the student/child identified in the Enrolment Agreement.
Website	means https://www.bmg.vic.edu.au/
Withdrawal Fee	means the fee payable by the Parent(s)/Guardian(s) for reasonable costs and expenses of the School related to withdrawing the Student from the School once an Acceptance of Position for that child has already been received (as outlined in the annual Fee Schedule).

3 Enrolment and Re-Enrolment

- 3.1.1 The Student's enrolment and Re-enrolment at the School is subject to and conditional upon:
- 3.1.1.1 timely payment of Fees (see Clause 4 below); and
 - 3.1.1.2 the Student's, and where appropriate the Parent(s)/Guardian(s)'s, compliance with the School Rules and Policies and continued support and observance of the objectives and values of the School as outlined in the School Prospectus (see Clause 5 below).
- 3.1.2 If the Student is the subject of any Court Orders or Child Support Assessments, Orders or Agreements, the Parent(s)/Guardian(s) must ensure that a full and complete copy of all relevant government and/or Court documents are provided to the School. The Parent(s)/Guardian(s) acknowledge and agree that the School is not in any way bound by the Court Orders or Child Support Assessments, Orders or Agreements entered into between Parent(s)/Guardian(s).
- 3.1.3 All overseas students must hold a valid visa for the duration of their enrolment at the School, allowing the student to both remain, and be educated in Australia.
- 3.1.4 The Student shall be enrolled at the Campus stated on the Enrolment Agreement. Should the Parent(s)/Guardian(s) wish to transfer the Student's enrolment to another Campus, they must request in writing the Principal's consent to the transfer, which will be at the absolute discretion of the Principal.

- 3.1.5 If Parent(s)/Guardian(s) wish to withdraw a Student from the School, the Parent(s)/Guardian(s) must provide a minimum of one term's written notice to the Principal of the School. **Note:** for students enrolled in Years 6 or 7, the notice period required is a minimum of two terms. For the avoidance of doubt, failure to complete the Annual Acknowledgement will not be accepted as the withdrawal of a Student's enrolment at the School. Note, there may be additional requirements relating to particular year levels. For further information regarding enrolment and withdrawal of enrolment, please refer to the School's Enrolment Policy (available on the Website).
- 3.1.6 The Annual Acknowledgement must be submitted to the School by no later than the date notified by the School (the due date) in order to re-enrol the Student for the following school year.
- 3.1.7 If the Annual Acknowledgement is not submitted on or before the due date, then the School reserves the right to:
- 3.1.7.1 suspend the Student's enrolment at the School without further notice;
 - 3.1.7.2 charge a late fee as set out in the Fee Schedule;
 - 3.1.7.3 remove eligibility for, and or require re-payment of, bursaries and or scholarships; and or
 - 3.1.7.4 terminate the Student's enrolment.

4 Fees and Accounts

- 4.1.1 The Parent(s)/Guardian(s) are jointly and severally liable for the payment of all Fees payable in relation to the Student, including but not limited to those set out in the Fee Schedule from time to time.
- 4.1.2 If the Student is admitted to the School during a billing period, then the Fees will be charged on a pro-rata basis for that period.
- 4.1.3 Fees are due and payable in full on the dates and in the manner set out in the Fee Schedule.
- 4.1.4 The Fees are not refundable or transferable.
- 4.1.5 The Fees are subject to amendment by the School at its absolute discretion from time to time.
- 4.1.6 If the Fees and any other charges that may be payable in relation to the Student are unpaid after the day on which they fall due, then the School reserves the right to refuse enrolment, Re-enrolment, or terminate the Student's enrolment at the School without further notice to the Parent(s)/Guardian(s).
- 4.1.7 Without limiting any other provision contained in these Conditions of Enrolment, the School may at its absolute discretion charge a late payment fee (as set out in the Fee Schedule) and interest on any overdue accounts. The School will pursue any outstanding debts as permitted by law.
- 4.1.8 The School notes that a proportion of funds raised or fees collected from enrolments to the School may be applied to support the operation of the School's Early Learning Centre.

5 Rules and Discipline

- 5.1.1 The Parent(s)/Guardian(s) acknowledge and agree that:
- 5.1.1.1 the Student's enrolment at the School is subject to and conditional upon the Student's, and where appropriate the Parent(s)/Guardian(s)'s, continued compliance with the School Rules and Policies;
 - 5.1.1.2 the Student's enrolment is at the School's absolute discretion;
 - 5.1.1.3 the School reserves the right to lawfully discipline the Student, and where appropriate the Parent(s)/Guardian(s), in the event of any behaviour, conduct or action that does not comply with the School Rules and Policies or otherwise respect the School's values;
 - 5.1.1.4 in line with the School's Restraint of Students Policy, the School may use physical restraint or seclusion in limited circumstances. The sole purpose will be to protect the Student and/or others from the risk of harm. Restraint will never be used as a form of punishment. The School will notify Parents(s)/Guardians(s) as soon as possible if physical restraint or seclusion has been required;
 - 5.1.1.5 without affecting the generality of sub-sections 5.1.1.1, 5.1.1.2 5.1.1.3 and 5.1.1.4 the

School may, in its absolute discretion, terminate or suspend the Student's enrolment at the School upon reasonable grounds, including but not limited to as a result of the Student's and or Parent(s)/Guardian(s) failure to comply with the School Rules and Policies; and

- 5.1.1.6 if the Student's enrolment at the School is terminated or suspended, the School shall be entitled to retain the Fees paid or incurred for the period up to and including the balance of the Term in which the termination or suspension occurred.
- 5.1.2 The Parent(s)/Guardian(s) acknowledge and agree that they have read and understood the Related Documents (available to view on the School's Website).

6 Attendance

- 6.1.1 The Student must attend the School on the dates and between the hours as required by the School from time to time, and otherwise set out in the Student Code of Conduct and the Student Attendance Policy (available on the School Website).
- 6.1.2 The Parent(s)/Guardian(s) acknowledge and agree that the Student must attend and participate in all scheduled classes, co-curricular activities and any other activity reasonably required by the School, which may include requiring the Student's attendance on weekends or outside normal School hours.

7 Collection and Use of Personal Information

- 7.1.1 The School may collect personal information about the Student, including but not limited to:
 - 7.1.1.1 medical/health information;
 - 7.1.1.2 academic information; and
 - 7.1.1.3 any other information reasonably required by the School.
- 7.1.2 The School will comply with the legal requirements of the *Privacy Act 1988* (Cth), including Australian Privacy Principles and its Privacy Policy.
- 7.1.3 The Parent(s)/Guardian(s) acknowledge that the inability of the School to obtain or disclose personal information about the Student may affect the enrolment, Re-enrolment, or continuing enrolment of the Student.
- 7.1.4 Philanthropic support and marketing activities are important to the future development and growth of the School. Parents/guardians may be contacted from time to time to seek such philanthropic support for the School, or receive marketing communication by mail or email. The opportunity to opt out of receipt of such materials will be made available with each communication.

8 Communication with Parent(s) / Guardian(s)

- 8.1.1 Each parent/guardian is responsible for ensuring that they have provided their current and correct details to the School for all forms of communication requested by the School.
- 8.1.2 The Parent(s)/Guardian(s) must ensure all records held by the School in relation to the Student are up to date at all times and must notify the School as soon as possible of any changes to these details and any other previously disclosed information.

9 Miscellaneous

- 9.1.1 Any Clause in these Conditions of Enrolment which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Conditions of Enrolment or affecting the validity or enforceability of that Clause in any other jurisdiction.

10 Authorisation

Board Document No.	GOV-020	
Board Document Name	Conditions of Enrolment	
Approval Authority	Chair of the School Board	
Approval Signature	Cathy Jeffkins Chair of the School Board Bacchus Marsh Grammar	
Administrator	Company Secretary	Greg Gough
Approval Date	4 May 2022	
Date of Next Review	4 May 2023	To be reviewed annually

11 History

Date	Amendment
16 October 2019	1. Update to content and format
26 February 2020	2. Update to clause 3.1.5 to reflect change of notice period required for withdrawal of a student.
28 October 2020	3. Reviewed
27 October 2021	4. Reviewed and updated notice period for withdrawing a student in Year 6 and 7.
4 May 2022	5. Revised to include updated ELC address, and added sections 4.1.8 and 5.1.1.4.