



Bacchus Marsh
Grammar

Board DOCUMENT

GOVERNANCE

GOV-020 Conditions of Enrolment

Approved by the School Board: 29 October 2025

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An Independant Ecumenical School
for Girls and Boys
Reg. No. 1919
ABN: 24 128 531 078
www.bmg.vic.edu.au



GOV-020 Conditions of Enrolment

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1 Conditions of Enrolment

- 1.1.1 The Letter of Offer, Enrolment Agreement and these Conditions of Enrolment set out the terms and conditions on which a Student is enrolled at the School.

2 Definitions

Word / Term	Definition
Australian Consumer Law	means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth).
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. The Business Notice may be varied, amended, and or withdrawn from time to time without notice at the Principal's sole discretion. Any changes will be notified by the School including via the Website or Intranet as appropriate.
Codes of Conduct	The documents related to the School's expected standards of behaviour for School community members (including any subsequent amendments made by the School to these documents from time to time) including the Student Code of Conduct, School Community Code of Conduct, Child Safe Code of Conduct, Student Bus Travel Code of Conduct, Staff Code of Conduct, Volunteer Code of Conduct.
Conditions of Enrolment	means these terms and conditions.
Enrolment Agreement	means the enrolment agreement attached to the Letter of Offer.
Enrolment Confirmation Fee	means the fee payable at the time of enrolment of the Student pursuant to the Enrolment Agreement.
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 (as amended from time to time), payable as a result of enrolling a child at the School, as outlined in the Fee Schedule.
Fee Schedule	means the annual schedule of fees as updated from time to time and published on the School's Website, which is annexed to these Conditions of Enrolment.
Intranet	means the School's intranet site comprising the Parents and/or Guardians, staff and Student portals.
Letter of Offer	means the School's letter of offer of a position for the Student's enrolment at the School, which is incorporated by reference.
Medical Conditions	means those medical conditions listed under the My Details tab in the parent portal on the School's Intranet e.g. concussion, anaphylaxis, diabetes, asthma, epilepsy.
Parents and/or Guardians	means the person(s) who sign and agree to be bound by the Enrolment Agreement and these Conditions of Enrolment 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.
School Rules and Policies	means the following school rules and policies (which can be found on the School Website or Intranet) including any subsequent amendments made by the School to these documents from time to time, including: - Billing and Payment of Fees Policy - Child Safe Policy

	• Debt Collection Policy • Enrolment Policy • Privacy Policy • School Community Code of Conduct Policy • School Uniform and Dress Code Policy • Student Attendance Policy and Procedure • Student Bus Travel Code of Conduct • 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.
Student	means the student/child identified in the Enrolment Agreement.
Term	means the period of weeks in a school calendar year that are designated and published by the School as terms during which students are required to attend school during a school year.
Website	means https://www.bmg.vic.edu.au/ .

3 Enrolment

- 3.1.1 The Student's enrolment at the School is subject to and conditional upon:
- 3.1.1.1 each of the Parents and/or Guardians returning a signed copy of the Enrolment Agreement; and
 - 3.1.1.2 payment of the non-refundable, non-transferable Enrolment Confirmation Fee, to the School by the date specified in the Letter of Offer.
- 3.1.2 Subject to the Parents and/or Guardians satisfying subsection 3.1.1, the Student's enrolment at the School will commence on the later to occur of the first date of the school term or the date advised by the School to the Parents and/or Guardians in writing (or such other date as agreed in writing) and continues from year to year until the completion of year 12 or until the Student is otherwise withdrawn or removed from the School in accordance with these Conditions.
- 3.1.3 A Parent and/or Guardian may sign the Enrolment Agreement alone if either Parent and/or Guardian has been granted sole parental responsibility for the Student by order of a court exercising jurisdiction under the Family Law Act 1975 (Cth) and provides a copy of those orders to the Principal. The Principal may, in their discretion, dispense with the requirement to provide such orders if exceptional circumstances exist (e.g. family violence, or where one Parent and/or Guardian is deceased).

4 Curriculum

- 4.1.1 The School will provide education for the Student during the period of enrolment in accordance with its curriculum framework and the values of the School, which are published [here](#).
- 4.1.2 The School reserves the right to vary the curriculum framework as it considers necessary and/or appropriate.

5 Campus

- 5.1.1 The Student will be enrolled at the campus specified in the Enrolment Agreement. Should the Parents and/or Guardians wish to transfer the Student's enrolment to another School campus, they must request in writing the Principal's consent to the transfer, which will be at the absolute discretion of the Principal.

6 Withdrawal of Student or Termination of Enrolment

6.1 Withdrawal of Enrolment

- 6.1.1 Subject to subsection 8.1.5, if the Parents and/or Guardians wish to withdraw a Student from the School, the Parents and/or Guardians must provide at least **one (1) full term's** written notice to the Principal, otherwise **one (1) Term** of tuition Fees will be payable in lieu of such notice.
- 6.1.2 The Principal or their delegate may, at their discretion, waive or reduce the fee in extenuating circumstances (for example, illness or other compassionate grounds). For further information regarding enrolment and withdrawal of enrolment, please refer to the School's Business Notice.

6.2 Termination of Enrolment

- 6.2.1 At the discretion of the Principal, and in addition to any other rights of termination in these Conditions of Enrolment, the enrolment of the Student may be terminated where:
 - 6.2.1.1 the Student engages in misconduct or breaches or fails to adhere to a School Code of Conduct (as applicable) or any of the School's Rules and Policies, which the Principal reasonably considers to be serious;
 - 6.2.1.2 a Parent and/or Guardian behaves or conducts themselves in way that in the reasonable opinion of the Principal is unacceptable, breaches the Enrolment Agreement or these Conditions of Enrolment, including breaching any School Rule and Policy or Code of Conduct;
 - 6.2.1.3 Fees are not paid in full by the due date, or such time as agreed by the School in writing; or
 - 6.2.1.4 the Principal forms a view (acting reasonably) that the relationship of trust and co-operation between the Parents and/or Guardians and the School has broken down irretrievably.
- 6.2.2 Unless otherwise agreed by the Principal, there will be no refund of any Fees where a Student's enrolment is withdrawn or terminated.

7 Rules and Discipline

- 7.1.1 By signing the Enrolment Agreement, each Parent and/or Guardian agrees and understands that:
 - 7.1.1.1 the Student's enrolment at the School is subject to and conditional upon the Student's, and where appropriate the Parents and/or Guardians', continued compliance with the School Rules and Policies and Codes of Conduct, which apply to conduct both inside and outside the School;
 - 7.1.1.2 it is expected that Parents and/or Guardians will ensure that the Student understands their obligations under both the School Rules and Policies and Codes of Conduct as appropriate;
 - 7.1.1.3 they and the Student must abide by the School's disciplinary process and outcomes;
 - 7.1.1.4 the School reserves the right to lawfully meet with and or discipline the Student, and where appropriate the Parent and/or Guardian, in the event of any disciplinary concern or behaviour, conduct or action that does not comply with the School Rules and Policies and Codes of Conduct (as applicable) or otherwise respect the School's values. Parents and/or Guardians consent to all related interactions between the Student and the School, on behalf of the Student;
 - 7.1.1.5 In support of the School's Student Code of Conduct and Student Discipline Policy, each Parent and/or Guardian is responsible for ensuring the Student complies with School and or statutory age limit restrictions and or guidelines regarding use of social media and AI technology.
- 7.1.2 Each Parent and/or Guardian is required to sign and return to the School an annual acknowledgement affirming that they have read the School's Business Notice, Fee Schedule and these Conditions of Enrolment as updated from time to time and published on the Website, as well as provided any other information requested. Failure to sign and return this acknowledgement constitutes a breach of the Conditions of Enrolment.

- 7.1.3 Without affecting the generality of the above provisions if the Student and/or Parent and/or Guardian fail to comply with a material provision of these Conditions of Enrolment, any Code of Conduct or any of the School Rules and Policies, the Parents and/or Guardians agree that the School is responsible for determining whether the failure requires discipline and that the School can lawfully determine the disciplinary measures (including immediate suspension of the Student while investigating disciplinary action or other sanctions applicable, and cancellation of the enrolment).
- 7.1.4 If the School suspends a Student or cancels enrolment there will no refund or waiver of any Fees imposed by the School.

8 Fees and Accounts

- 8.1.1 The Parents and/or Guardians 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 as updated from time to time.
- 8.1.2 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.
- 8.1.3 Fees are due and payable in full on the dates and in the manner set out in the Fee Schedule.
- 8.1.4 The Fees are not refundable or transferable.
- 8.1.5 The Fees are subject to annual review and/or annual amendment and may be increased by the School in accordance with these Conditions of Enrolment. The School will notify the Parents and/or Guardians of any changes to the Fees (including the Fee Schedule) in writing and the School will provide such notice to Parents and/or Guardians by the **end of the first week of November** in each school year (**Fee Increase Notice**). The School will not vary Fees retrospectively and any such fee increase will apply on and from the first day of the next school Term. If a Parent and/or Guardian finds the modified fee unacceptable, the Parent and/or Guardian may notify the School within a reasonable period (but not more than **thirty (30) days** from the date when the Parent and/or Guardian received the **Fee Increase Notice**) that the Parent and/or Guardian will withdraw the Student from the School effective at the end of the current school Term.
- 8.1.6 If the Fees payable in relation to the Student are unpaid after the day on which they fall due the School reserves the right to:
 - 8.1.6.1 request further information from the Parents and/or Guardians to enable the School to determine the Parents and/or Guardians' ability to meet their obligations under these Conditions of Enrolment; and
 - 8.1.6.2 suspend the enrolment or refuse to permit the Student to commence the next School Term until the outstanding amount is paid to the School in full.
- 8.1.7 Without limiting any other provision contained in these Conditions of Enrolment, the School may at its absolute discretion, acting reasonably, charge interest on any overdue accounts at the rate equivalent to the reference rate charged by the School's principal bankers, from invoice date until payment of the overdue debt. The School is entitled to charge an administration fee on any overdue account as set out in the Fee Schedule and Business Notice and the School will otherwise pursue any outstanding debts as permitted by law.
- 8.1.8 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.
- 8.1.9 Any agreement or act by the School not to strictly enforce the terms of payment of its accounts is not a waiver of its right to require the Student to have their enrolment terminated.

9 Attendance

- 9.1.1 The Student must attend the School on the days and between the hours as required by the School from time to time and otherwise in accordance with applicable laws (and regulations), and otherwise as set out in the Student Code of Conduct available [here](#).
- 9.1.2 The School reserves the right to:
 - 9.1.2.1 impose consequences and or an administration fee(s) per the School Business Notice related to extended student absences (e.g., illness, injury, academic, or extra-curricular reasons) which have not been approved by the Principal and or their delegate, (such approval is not to be unreasonably withheld or delayed); and or
 - 9.1.2.2 direct students not to attend for welfare reasons at the Principal's absolute discretion, acting reasonably.
- 9.1.3 The School's curriculum may be provided remotely, online or from other campuses if the School considers it necessary to do so for reasons including but not limited to public health and safety.

10 Collection and Use of Personal Information

- 10.1.1 The School will comply with the legal requirements of the Privacy Act 1988 (Cth), including the Australian Privacy Principles. Collection, storage and distribution of personal information is managed in accordance with the School's Privacy Policy available [here](#).
- 10.1.2 The Parents and/or Guardians acknowledge that the inability of the School to obtain or disclose personal information about the Student may affect the enrolment, or continuing enrolment of the Student.
- 10.1.3 The School, in the course of its operations, may provide personal information to government agencies for funding and or another primary purpose, pursuant to our Privacy Policy.
- 10.1.4 Philanthropic support and marketing activities are important to the future development and growth of the School. Parents and/or 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.

11 Disclosing information and communication with Parents and/or Guardians

- 11.1.1 Each Parent and/or Guardian understands that they have an ongoing responsibility for ensuring that they have provided their current and correct details to the School for all forms of communication requested by the School.
- 11.1.2 Parents and/or Guardians must promptly advise the School of any additional needs, disability or medical condition for a Student to ensure that the School has accurate information about the Student at all times, including those that may require reasonable adjustments to allow the Student to participate and learn on the same basis as students without the additional need, disability or medical condition. Parents and/or Guardians must also communicate and consult with the School, in good faith, about any changes to the Student's needs and failure to do so will be a breach of this agreement.
- 11.1.3 The Parents and/or Guardians will ensure all records held by the School in relation to the Student including medical conditions, medications, medical action plans, devices and or aids are provided and kept 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.
- 11.1.4 If the Student is the subject of any Court Orders or Child Support Assessments, Orders or Agreements, the Parents and/or Guardians must:
 - 11.1.4.1 ensure that a full and complete copy of all relevant government and/or Court documents are provided to the School; and
 - 11.1.4.2 keep the School informed of any subsequent updates required in a timely manner.
 - 11.1.4.3 The Parents and/or Guardians 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 Parents and/or Guardians, however, the School may act upon such documentation in accordance with the School's duty of care in its absolute discretion.

- 11.1.5 If each Parent and/ or Guardian does not fulfil any of the obligations set out in this section 11 (for example providing up to date copies of parenting orders, current medical plans, medications or equipment, any additional needs and or supports required etc.) or any other section (for example the return of the annual acknowledgment in subsection 7.1.2), this may result in one or more of the following actions being taken by the School at the Principal's sole discretion:
- 11.1.5.1 Student is required to remain off-site;
 - 11.1.5.2 suspension of enrolment of Student without notice;
 - 11.1.5.3 withdrawal of eligibility for, and or require re-payment of, bursaries or scholarships (if any);
 - 11.1.5.4 termination of enrolment(s) (if any material obligation(s) remain unfulfilled for an unreasonable period).
- 11.1.6 In the event that multiple Parents and/or Guardians sign the Enrolment Agreement:
- 11.1.6.1 each person that signs the Enrolment Agreement is individually responsible for ensuring the accuracy of the information provided to the School under the Enrolment Agreement and informing the School of any errors or updates required on a timely basis; and
 - 11.1.6.2 the School may elect to communicate with one of the Enrolment Agreement signatories and will inform all signatories of this choice. The selected signatory is responsible for sharing any relevant information with the other Parent and/or Guardian, regardless of their involvement in the Enrolment Agreement, and the other Parent and/or Guardian will be deemed to have been notified of any matter notified to the selected signatory.
- 11.1.7 Parents and/or Guardians must not make public and or publish any written communication or correspondence from the School including between the School and the Student and or the Parents and/or Guardians, either directly or indirectly, without the express prior permission of the School.

12 Loss or damage

- 12.1.1 Unless caused by the negligence of the School, the School will not be liable for any loss, damage or theft of any property of the Student or others kept or stored in or at the School site. The Student will abide by the School's Rules and Policies and each Code of Conduct regarding property brought to School.

13 Australian Consumer Law

- 13.1.1 These Conditions of Enrolment do not affect the rights of the Student or their Parent/Guardian(s) to take action under the Australian Consumer Law if the Australian Consumer Law applies.

14 General

- 14.1.1 These Conditions of Enrolment are governed by the law applying in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia in respect of all matters or things arising out of these Conditions of Enrolment.
- 14.1.2 In the event of any inconsistency between the Enrolment Agreement and these Conditions of Enrolment, these Conditions of Enrolment will prevail.
- 14.1.3 The Enrolment Agreement and these Conditions of Enrolment may be amended from time to time, however any such change will not apply retrospectively and the School will notify Parents and/or Guardians of any change via email and via the Business Notice and/or the Website. The School will give Parents and/or Guardians **two (2) Term's written notice** of material changes to the Enrolment Agreement before they become effective, unless the School needs to make immediate changes for reasons it does not have control over. If a modified term is unacceptable to Parents and/or Guardians, the Parents and/or Guardians may terminate this agreement by providing **one (1) Term's written notice** in accordance with subsection 6.1.1 of these Conditions of Enrolment.

- 14.1.4 A reference to any Codes of Conduct, School Rules and Policies (including the Enrolment Policy) and values is a reference to those documents as published and amended by the School from time to time, at its absolute discretion. No changes to those documents will apply retrospectively.
- 14.1.5 In the Enrolment Agreement and these Conditions of Enrolment words denoting the singular include the plural and vice versa, and the word 'includes' in any form is not a word of limitation.
- 14.1.6 If there is any part of the Enrolment Agreement and these Conditions of Enrolment that either the School or the Parents and/or Guardian are unable to enforce, the School will ignore that part of the Enrolment Agreement or these Conditions of Enrolment (as applicable), however, all other remaining provisions will remain enforceable.
- 14.1.7 These Conditions, together with the Enrolment Agreement, constitute the entire agreement between the School and the Parents and/or Guardians in relation to the subject matter, and supersede any prior agreement.
- 14.1.8 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

15 Authorisation

Board Document Name	GOV-020 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	29 October 2025	
Date of Next Review	29 October 2027	To be reviewed every two years

16 History

Date	Amendment
16 October 2019	1. Update to content and format
26 February 2020	2. Update to subsection 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 subsections 4.1.8 and 5.1.1.4.
30 August 2023	6. Reviewed and added subsections 7.1.4 and 8.1.3
29 October 2025	7. Revised pursuant to an external legal review conducted by Landers & Rogers including compliance with Australian Consumer Law and discrimination legislation.