Conditions of Entry

MELBOURNE GRAMMAR SCHOOL
AN ANGLICAN SCHOOL

1. Purpose

This document sets out the terms and conditions of enrolment (referred to as the Conditions of Entry) at Melbourne Grammar School. Definitions in the Enrolment Policy apply to the Conditions of Entry.

2. Agreement

By signing the Confirmation of Acceptance, parents/guardians accept and agree to the Conditions of Entry and Enrolment Policy.

3. Enrolment

The enrolment of the student at Melbourne Grammar School commences in the first year of his or her enrolment and continues in each subsequent year until completion of primary school (for girls) or Year 12 (for boys) or until the student is otherwise withdrawn or removed from the School.

The School will publish details of the courses offered from time to time together with any external accreditations that would follow from completion of those courses. Course offerings, together with curricular and co-curricular offerings will be determined by the School in its sole discretion and may be varied or withdrawn at any time and without prior notice. The School's offerings and delivery may be subject to government directives in place at the time.

4. Discipline

The parents/guardians agree to support the Headmaster in disciplinary actions undertaken by him or on his behalf and which the Headmaster deems as appropriate to modify and deal with student behaviour and conduct. Disciplinary action may be taken against a Student that is a breach of a School policy including for behaviour outside of school hours where it may affect other students, staff or bring into disrepute and School's reputation.

The discipline methods used by the School in respect of student behaviour and conduct will be in line with the Student Behaviour Policy and may result in such lawful actions as determined by the Headmaster in his or her sole discretion including:

a. withdrawal of privileges
b. detention at lunchtime or after normal school hours
c. requiring students to undertake additional school work during or after normal school hours and at such venue as the Headmaster considers appropriate
d. suspension
e. expulsion
f. such other consequences as the Headmaster considers reasonable and appropriate in the circumstances.

Where it is considered necessary, the Headmaster may authorise an appropriate member of the School's staff to conduct a search of any of the student's private belongings that have been brought onto the School's premises or to a School function or activity, including his or her school bag and locker, and may authorise a search of the student's person or direct that his or her pockets or clothing be emptied.

5. Policies and procedures

The parents/guardians and student agree to comply with and uphold the School's policies, rules and procedures (as introduced or amended or varied from time to time) including but not limited to those concerning:

a. anti-harassment and discrimination
b. attendance
c. communication technologies and social media use
d. enrolment procedures
e. grievance procedures
f. codes of conduct
g. standards of dress, appearance and behaviour of students
h. the care, welfare and safety of students including counselling services.

The School's policies, rules and procedures will be published by the School from time to time.

6. Student withdrawal

Parents/guardians must provide two full terms' written notice of withdrawal to the Head of Campus, with a copy to the Head of Admissions. Where less than two terms' notice is given, a Fee in Lieu of Notice equivalent to one term's tuition and boarding fees (if applicable) will apply.

Families who have accepted a place must pay a non-refundable Tuition Fee Deposit eight to ten months prior to commencement. This deposit confirms intention to start and is credited toward that child's first term's fees. If a family decides that their child will not commence attending the School, they must provide their notice of withdrawal prior to payment of the deposit at the required time.

If notice is provided after the payment of the deposit, the amount will not be refunded and is non-transferrable to future entry or another child.

Acceptance to the School as a boarding student is conditional upon a student remaining as a boarder until the completion of their studies.

Leave of Absence

Requests for absences longer than one full term must be submitted to the student's Head of Campus and the Head of Admissions using the Leave of Absence application form, with full term's notice. Conditions include:

- Leave will not be approved for periods exceeding two years.
- A non-refundable Holding Fee applies, based on the length of leave, with a minimum of one term's tuition fee per student, payable by the last school day before departure.
- Senior School students must return by the start of Year 11 at the latest.
- Families are responsible for arranging alternative education and covering the curriculum during leave.
- All outstanding fees and charges must be paid in full before the request is considered.
- If a child is withdrawn from the School while on leave, the two full terms' notice period is still required. Failure to provide notice will incur a Fee in Lieu of Notice equivalent to one term's tuition fee per child, which is in addition to the previously paid Holding Fee.

7. Termination of enrolment

The School reserves the right to terminate the enrolment of a student if:

a. his or her behaviour or attitude to school work or other school activities is considered unsatisfactory;
b. the student or his or her parents/guardians fail to obey the values, standards, policies and procedures of the School or engage in conduct which is prejudicial to the school; or
c. any accounts or fees payable by the parents/guardians are not paid within the School's terms of payment or within the terms of any agreement between the School and the parents/guardians permitting a later or deferred payment.

If a student's progress and performance is such that, in the opinion of the Headmaster, he or she is not benefiting from the courses and programmes provided by the School, the Headmaster will communicate this to the parents/guardians, to advise whether it is viable for the student to continue at the School. The School reserves the right to remove the student and terminate his or her enrolment on grounds of unsatisfactory conduct or performance, for failure to obey the rules or policies of the School or for any other reason. In such matters the decision of the Headmaster is final.

8. Parent conduct

The parents/guardians will behave in such a manner that the image of the School is not negatively affected or brought into disrepute and to treat and deal with the School's employees, representatives, other parents and students with respect and consideration.

If the Headmaster believes that a mutually beneficial relationship of trust and cooperation between the parents/guardians and the School or any of its staff has broken down to the extent that it adversely impacts on their relationship with the School, the Headmaster may require the parents/guardians to remove the student from the School and cancel his or her enrolment together with any other child or children they have enrolled at the School. The parents/guardians agree to comply with the Parent and Community Code of Conduct which forms part of these Conditions of Entry.

9. Fees

School tuition fees and other fees and charges are payable in line with the School's terms of payment (as may be amended from time to time). The School has the right to determine, in its sole discretion, the level of fees, interest and other charges to be paid by the parents/ guardians. It is acknowledged and agreed that the fees and charges may be varied and increased from time to time, including during the period of the student's enrolment at the School, at the sole discretion of the School. Changes to fees and charges will be communicated to parents/guardians.

The parents/guardians (if more than one) are jointly and severally liable for the payment of all accounts rendered by the School in respect of the student's enrolment at the School and will comply with the School's terms of payment unless otherwise agreed with the School. Parent/guardians agree that all tuition fee and other amount charge arrangements will continue, irrespective of any changes to the relationship between you and your co-signatory or any court order between you or any child support arrangements or any other arrangements between you (subject to any specific court orders to the contrary). Please note that, if you sign the Conditions of Entry but payment is made by the other signatory or by a third party, you still remain jointly and severally responsible for all fees and charges while your child remains enrolled.

Any reduction in tuition fees due to the receipt of a scholarship will be subject to the terms of the scholarship agreement with the School.

The School may charge to the account of the parents/guardians its reasonable costs and expenses (including legal costs on an indemnity basis) in complying with any subpoena or Court order to produce documents or records.

All tuition fees and other amounts payable to the School in respect of a student are to be paid up to date before the student starts each Term and, if not paid by that time, the School may suspend the student's enrolment and exclude the student from attending school until payment is made in full. Only in exceptional circumstances will the student be allowed to commence a new term if the account for the previous term has not been paid. Student attendance at co-curricular activities (e.g. trips and tours etc.) may not be permitted if the school account is in arrears.

The Director of Business and Finance is authorised to take such action as may be necessary - including legal proceedings - to recover outstanding amounts. Interest may also be charged on overdue amounts, from the due date for payment until paid in full, at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic). Any expenses incurred by the School in seeking to recover payment of any outstanding amounts owed to the School, including debt collection agency fees and legal fees and expenses, may be claimed from and are payable by the parents/guardians on an indemnity basis.

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 terminate a student's enrolment.

10. Other costs and charges

There are other school costs (e.g. music lessons, Out of School Hours Care, camps etc.) which may be incurred during the student's time at the School. These may be levied to the fee account and will be payable in accordance with the School's terms of payment.

Students are required to have a range of other items (eg books, computing equipment, uniform) during their enrolment, details of which may be obtained from the School. It is the responsibility of parents to ensure that students have these items as required.

11. Attendance

The student must attend the School on the dates and between the hours advised by the School and participate in co-curricular activities which may be held on the weekend or before or after normal school hours.

If a student is not able to attend the School, the parents/guardians must advice the School as soon as practicable and in accordance with the School's policy on attendance requirements that a student is to be absent for any reason and the estimated length of absence.

12. Health and safety

The parents/guardians must advise the School in writing of the student's medical history and medical needs from time to time including any significant illness or disability suffered or developed by the student before and during his or her enrolment and to immediately notify the School of any infectious or contagious disease contracted by the student while enrolled at the School.

The School reserves the right to assess and determine its ability to provide ongoing education to a student and reserves the right to require the parents/guardians to provide the School with relevant medical information or reports as requested, or to require the Applicant to withdraw the Student for a period of time reasonably required to undergo medical treatment.

The School is authorised to:

a. obtain or provide such emergency or urgent medical treatment for the student should such action be deemed necessary by the School or a staff member; and
b. obtain any medical treatment for the student considered necessary in the circumstances where the student suffers from an injury or illness.

The parents/guardians each indemnifies and hold indemnified the School, its agents and servants against any expenses, costs or damages which they might incur as a result of providing or obtaining medical treatment for the student.

Students may access the services of health specialists such as the School Nurse or psychologists. The parents/guardians consent to these services being provided and for confidentiality between the Student and health specialist to be maintained where deemed appropriate by the health specialist in accordance with their professional obligations.

13. Special needs

The parents/guardians must advise the School when applying for enrolment and at all times thereafter, including prior to accepting any offer of enrolment from the School, of any disability or specific learning or behavioural needs that the student may have and of which the School should be aware. They must also advise of any adjustments or specialised support services they consider should be made available by the School to assist the School to assess the application for enrolment and to ensure that the student is able to access the School's curriculum and educational programmes. The School may at any time request additional information from the parents/guardians to ensure the School has current and relevant information to meet its legal obligations and duty of care.

The School will determine whether the student, if enrolled, would require some measures or adjustments to participate in the School's core courses or programs or to use the School's facilities or services on the same basis as a student without the identified disability or special learning need. Where the School determines the student would require some measures or adjustments, the School will seek to identify the nature of the adjustments required and whether they are reasonable.

Where the School determines that the student would require unreasonable measures or adjustments, or they would cause unjustifiable hardship to the School, the School may decline to offer a position for the student or defer the application for consideration in a later year.

Failure to provide this information constitutes grounds for Melbourne Grammar School to terminate the enrolment at our discretion, where we reasonably determine that it is not practical for us to continue the enrolment. You also agree to advise the School promptly of any change to this information or new information that becomes available that is material to the educational and/or safety/wellbeing needs during your child's enrolment in a timely manner. Non-provision of such information or provision of inaccurate information will be treated as breach of these terms and conditions of enrolment and may result in termination of enrolment at Melbourne Grammar School's discretion, where we reasonably determine that it is not practical for us to continue the enrolment.

14. Privacy

The School collects personal information, including sensitive information, about students and parents/guardians before and during the course of the student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide proper schooling for the student. This includes satisfying the needs of parents/guardians and the needs of the student throughout the whole period he or she is enrolled.

Some of the information we collect is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care. The School's Privacy Policy applies to the collection, use and disclosure of personal information by the School. The complete Privacy Policy of the School may be found on the School's website.

During School related activities and when attending official School events, students and parents/guardians may be photographed or recorded as part of normal School operations. The School will take reasonable steps to manage any requests not to be photographed or recorded. The School is authorised to use photographs and video footage taken of the student and/or the parents/guardians during School business or functions in School publications including its website, social media platforms and promotional brochures and material. Parent/guardians can indicate that they do not wish to be photographed or recorded by contacting the School via mgs@mgs.vic.edu.au.

It is a requirement of the School that parents are respectful of the privacy and rights of others in relation to taking and/or disseminating any photos or videos of School events or activities.

15. Court Orders

The parents/guardians agree to provide and disclose to the School on a timely basis copies of all Family Court Orders, Parenting Plans or other documentation relation to parenting arrangements or Intervention Orders that may impact on or relate to the student's enrolment. This includes orders, or any other documentation relating to parenting arrangements, concerning the parent or person with whom the student lives, spending time with arrangements, and the responsibilities of each parent/guardian in respect of decisions concerning the student's education and day to day issues.

The parents/guardians also agree to provide and disclose to the School on a timely basis all Court intervention orders (including personal safety intervention orders) made against both or either parent/guardian or other persons in respect of their communication or contact with the student. The parents/guardians will at all times act in accordance with any relevant Court orders in their dealings with the School. The School will seek to recover any reasonable costs associated with provision of information for purposes of family court proceedings.

A Parental Divorce / Separation and Family Court Orders Policy is available where relevant and upon request.

16. Student property

Parent/guardians and the student are responsible for any personal belongings including musical instruments, sporting equipment, electronic devices, clothing and other personal possessions, and the School is not liable for any loss or theft of, or damage to, such property.

The parents/guardians agree to indemnify the School for any loss or damage to School property arising from the Student's use or possession of such property at School.

16. General matters

The references in these Conditions of Entry to the parents/guardians are references to each parent or guardian who has signed the Confirmation of Acceptance in relation to the enrolment of their child and, if more than one, each of them jointly and severally so that each of the obligations in these Conditions of Entry upon the parents/guardians are joint and several.

The parents/guardians must ensure that the School's records on the student are correct and up to date at all times and in particular that the School is fully informed at all times as to the student's residential address. Changes of address or contact information should be notified promptly to the School's Records Officer, records@mgs.vic.edu.au.

The School may vary these Conditions of Entry from time to time and the most up to date version will be published on the School's website. The enrolment, or continued enrolment, of a student will signify acceptance by the parents/guardians of any variation to the Conditions of Entry.

The Conditions of Entry are governed by the laws of Victoria, Australia. If any of these terms and conditions are or become invalid, the relevant part is severed or to be read down without affecting the validity of the remaining parts.