



School Enrolment & Contractual Agreement

Prep to Class 6



This form must be returned to the school enrolment coordinator, together with the application fee and the school enrolment form prior to the enrolment being processed.

STUDENT ENROLMENT AGREEMENT

BETWEEN: COMMITTEE OF MANAGEMENT OF BALLARAT STEINER SCHOOL AND KINDERGARTEN INCORPORATED ASSOCIATION, ("the School")

and:

Parent/Guardian

Parent/Guardian

("the Parents")

Of Student's Name/s:

Contact Numbers:

Home: _____ Work: _____

Mobile: _____

Signature of Parent/Guardian: _____

Date: _____

Full Name (print): _____

Signature of Parent/Guardian: _____

Date: _____

Full Name (print): _____

Signature of Head of School or Nominee: _____

Date: _____

Full Name (print): _____

IT IS AGREED AS FOLLOWS:

1 Acceptance of Enrolment

- 1.1 The School agrees with the Parents to accept enrolment of the Student on the terms set out in this Enrolment Agreement.

2 Responsibilities of the Parents

- 2.1 The Parents agree:
- 2.1.1 to pay the enrolment application fee at the time of signing this Enrolment Agreement which they acknowledge is non-refundable in any circumstances.
 - 2.1.2 to pay all tuition fees and charges levied by the school by the due dates in accordance with the Schedule of Fees and the Fees Policy as published by the school from time to time (a copy of the current Schedule of Fees is enclosed with this Agreement).
 - 2.1.3 that the student and the parents will comply with the school's rules, regulations, policies, and procedures including those published in the parent handbook and available on the school website and which may be amended from time to time at the school's absolute discretion orally or in writing.
- 2.2 Both Parents must sign this Enrolment Agreement unless a parent or guardian informs the Head of School in writing that he/she is solely responsible for the student and for payment of the tuition fees and charges levied by the school. The Parents acknowledge that, unless otherwise agreed in writing with the Head of School, each parent is jointly and severally liable for the payment of all tuition fees and charges levied by the school.
- 2.3 Should any tuition fees and charges not be paid by the due date then the school may suspend or terminate the student's enrolment at the school's absolute discretion.
- 2.4 The Parents agree that the school is entitled to charge a monthly administration and service fee on any outstanding tuition fees and charges until those tuition fees and charges have been paid in full. The current monthly administration and service fee is 1.5% of the fees per month, which may be reviewed and increased by the school at any time by written notification to the Parents.

3 Withdrawal of Student from the School

- 3.1 To terminate a student's enrolment, the Parents must give at least a full term's written notice. This means that the Head of School must receive notice in writing from the Parents by no later than:
- 3.1.1 the first day of a term, where the student will leave on the last day of that term; or
 - 3.1.2 the first day of the previous term, where the student will leave during the following term.

If such notice is not given, the Parents must pay to the school the full amount of tuition fees and any other charges payable for the following term in which the student is no longer attending.

Prospective Students

- 3.2 Where the enrolment is terminated and the student has not yet commenced at the school, in addition to the requirements of clause 3.1 and 3.2 (as applicable), the Parents will forfeit all amounts already paid to the school including, but not limited to, the application fee.

Absences

- 3.3 Tuition fees and charges are payable during any period in which the student is absent from the school.

4 Change of Address

- 4.1 The Parents agree to immediately inform the school in writing of any change in their postal address or telephone numbers.

5 Instructions Parents/Emergencies

- 5.1 Should the school require instruction, authority or direction from the Parents on any issue concerning the student then the school may act upon the instruction, authority or direction of either parent or guardian in accordance with what the school determines in its absolute discretion is in the best interests of the student.
- 5.2 In the event of any medical or other emergency arising in respect of the student, when the school considers it impracticable for the school to communicate with the Parents, the Parents authorise the school to act as it considers, in its absolute discretion, is in the best interests of the student. The Parents agree to indemnify the school in respect of any costs or expenses which the school incurs as a result of the school taking action pursuant to this clause.

6 Student Information/Special Needs

- 6.1 The school has limited resources to provide for special needs of particular students. Special needs include physical or intellectual disabilities, learning difficulties or learning support requirements and needs of a medical, psychological, health or dietary nature. The school does not warrant that it is able to provide for special needs and the parents acknowledge that the school cannot always meet a student's existing, future or potential special needs.
- 6.2 The Parents warrant that they have informed the school of all special needs of the student which may be relevant to the education or welfare of the student. If the Parents fail to inform the school of any special needs in relation to the student then the school, in its absolute discretion, may refuse to proceed with enrolment of the student or terminate the enrolment of the student under this Enrolment Agreement.
- 6.3 The Parents agree that they will immediately inform the school should a student develop special needs after the date of this Agreement or should the special needs of the student change in any way from the date of signing this Agreement until completion of the student's enrolment at the school.
- 6.4 Where parents inform the school of special needs of the student, or where special needs develop or change, then the school will discuss those special needs with the Parents. If the school considers that it cannot meet the special needs of the Student, then:
- 6.4.1 the school, in its absolute discretion, may refuse to proceed with the enrolment of the student or terminate the enrolment of the student under this Enrolment Agreement;
- 6.4.2 the Parents may choose not to proceed with the enrolment, or may terminate the enrolment of the student without giving notice under clause 3.1 of this Enrolment Agreement.
- 6.5 If the school agrees to accept a student for enrolment or to continue with the enrolment of a student after being informed of special needs in relation to the student, then the school will not be liable for any failure to provide for those special needs.

7 Discipline

- 7.1 The school's policies that relate to behaviour apply to the conduct of the student both inside and outside the school and whether or not the conduct is connected to school activities.
- 7.2 The school may, in its absolute discretion, determine when conduct of the student warrants discipline and may apply such discipline as the school, in its absolute discretion, considers appropriate having regard to the school rules, regulations, policies and procedures in force from time to time and the conduct of the student.
- 7.3 The Parents accept that the school's disciplinary procedures include suspension from the school and immediate termination of the student's enrolment under this Enrolment Agreement at the school's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees previously paid.

8 Loss of Property and Insurance

- 8.1 It is impossible for the school to implement and administer systems or processes which will adequately protect the student's personal property against loss, damage or theft.
- 8.2 All personal property brought to the school or to a school activity by the student is at the sole risk of the student and the Parents. The school accepts no liability for loss or damage to personal property of the student however that may occur, and the school has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.
- 8.3 The School does not insure the personal property of students or parents which is brought to the school or to school activities. It is the responsibility of the Parents to arrange such insurance as they consider appropriate.
- 8.4 Although the school has limited personal accident insurance in respect of its students, the parents should arrange such personal accident insurance in respect of the student as they consider appropriate.

9 Personal Information

- 9.1 The Parents accept that the school will collect personal information about them and the student which may be required by the school to function and conduct its activities.
- 9.2 The Parents authorise the school to use and disclose such personal information in such manner and in such circumstances as the school, in its absolute discretion, considers appropriate for the purposes of the school's function and activities and for the education, health, care, welfare or development of the student.

10 No Warranty

- 10.1 The school does not warrant that it will achieve any particular outcome in respect of the student.
- 10.2 The school does not warrant that it can control behaviour or activities of other students or Parents.

11 Indemnity by the Parents

- 11.1 The Parents will indemnify the school, the Head of School and the school's other employees and agents against:
- 11.1.1 any loss or damage suffered by the school, the Head of School or the school's other employees and agents, or
- 11.1.2 any claim against the school, the Head of School or the school's other employees and agents, arising out of a failure of the student or the Parents to comply with the expectations and behaviour of students and parents and all other rules, regulations, policies and procedures of the school published in the parents handbook and on the school website and which may be amended from time to time at the school's absolute discretion either orally or in writing.

12 General

- 12.1 This Enrolment Agreement constitutes the sole and entire agreement between the Parents and the School in relation to the enrolment of the student and any warranty, representation, guarantee or other term or condition of any nature not contained in this Enrolment Agreement is of no force or effect.
- 12.2 This Enrolment Agreement will be governed by the laws in force in Victoria and Australia.