

Canberra  
Grammar  
School



READY FOR  
THE WORLD

# TERMS & CONDITIONS OF ENROLMENT



# DEFINITIONS

**The School** – means any, or all of the campuses and facilities of Canberra Grammar School and Canberra Grammar School as the institution.

**The Student** – means the person who is enrolled as a student at the School as a day or boarding student.

**Parents** – means the person or persons who have parental responsibility for the Student (including legal guardianship) and are signatories to the Enrolment Contract, also referred to in this document as 'We'.

**Head of School** – means the Head or Principal of the School and any persons to whom she/he delegates responsibility.

**Enrolment Contract** – is the document issued to the Parents by the School when an offer is made to secure an available place and enrol the Student. Parents sign the Enrolment Contract when they accept that offer, and at that point enter into a legal contract with the School.

**Fees** – means all fees and charges payable to the School by the Parents and/or signatories to the Enrolment Contract as published in the Fee Schedule and determined by the School.

# PREAMBLE

Upon signing the Enrolment Contract and enrolling the Student at Canberra Grammar School (the School), the Parents (We) acknowledge that all persons having parental responsibility for the Student are aware of and agree to the Student's enrolment, and understand and accept the following Terms and Conditions of Enrolment, and accept them on behalf of the Student. We are therefore subject to the Terms and Conditions of Enrolment from the time of the Student's commencement, and where applicable, before that time. We accept that the School reserves the right to make changes to these Terms and Conditions from time to time.

Please read this document carefully and refer any questions regarding the Terms and Conditions to the Admissions Office.

# VALUES & EDUCATIONAL PROGRAMME

We enter into this agreement in good faith and agree to accept and support the mission, values, and policies of the School.

We are willing to uphold the School's policies and decisions as they are made from time to time in regard to discipline, attendance, uniform, personal grooming, approach to learning and commitment to co-curricular activity, and will support the Student to also uphold those policies, decisions and commitments.

We acknowledge and respect the School's Anglican foundation and agree that the Student will attend all compulsory religious education classes, all School Chapel Services and any other School events that include a religious dimension.

We agree that the continued enrolment of the Student is subject to their good conduct and satisfactory effort and performance.

We understand that the School does not guarantee a particular level of achievement for any student as achievement depends heavily on the individual attributes of each student and their personal willingness to do their best. We agree to support the reasonable and informed educational advice of the School in relation to the Student, formed in consultation with us, the Student and other professionals supporting the Student.

We agree that prior to commencement, we will accompany the Student to an admission interview to ensure that, as far as possible, the School is able to provide an appropriate course of study for the Student and that our values align with those of the School.

We agree to work in partnership with the School, and understand that, if required, the School will make reasonable adjustments in consultation with the Student and Parents for the Student to access the School's programmes based on evidence provided by Parents. We agree that, where applicable, we will assist the School to identify potential options to obtain funding for additional resources to further support the Student's access to the School's programmes.

# CHANGES TO & TERMINATION OF ENROLMENT

We agree that the School may, with reasonable cause and at its absolute discretion, terminate this Enrolment Contract, should we fail to adhere to any of the Terms and Conditions of Enrolment. We agree that the School may, with reasonable cause and at its absolute discretion, terminate this Enrolment Contract should we fail to adhere to any of the Terms and Conditions of Enrolment, including, but not limited to, unwillingness on the part of the Parents and/or Student to uphold the School's mission, values, and policies.

In accordance with The Education Act 2004, the Head of School may suspend the Student from the School if:

- a) The Student's behaviour is unsafe, or noncompliant in a way that reduces the safety or effectiveness of the learning environment at the School, because it is either persistently or disruptively noncompliant, or poses an unacceptable risk to the safety or wellbeing of other students, staff or other people at the School
- b) The School has exhausted all reasonable alternatives to suspending the Student; and
- c) It is considered reasonable to suspend the Student after the School has heard the Student's views and the views of their Parents.

In accordance with The Education Act 2004, The Head of School may expel the Student from the School, and thus terminate the Enrolment Contract, if:

- a) The Student has engaged in unsafe or noncompliant behaviour
- b) The School has exhausted all reasonable alternatives to expelling the student
- c) It is not in the best interests of the Student, another student or a member of staff at the School for the Student to remain at the School, including if the relationship between the Student and the School has deteriorated to such an extent that remaining at the School is no longer in the Student's best interests
- d) It is reasonable to expel the Student considering all the circumstances, including any views of the Student and their Parents about the proposed expulsion; and
- e) The Head of School has complied with the requirements for involving the Student and their Parents in the decision-making process.

Parents may terminate the Enrolment Contract by withdrawing the Student from the School. To withdraw the Student, Parents and all signatories to the Enrolment Contract, must provide written notice to the Head of School that the Student is withdrawing at least one full School term prior to the Student's final day of attendance. In the absence of such notice, one half of the applicable tuition fees for the then current school term may be payable.

We agree that if the Student commences at CGS as a boarder, and wishes to change their enrolment from a boarder to a day student one (1) school year after entry, a continuing place in the School as a day student cannot be guaranteed.

If the Student entered the School as a Boarder and has boarded for at least one year, and Parents wish to change the Student's enrolment from a Boarder to a day student, written notice must be given to the Head of Admissions one full term prior to the change occurring. In the absence of such notice, one half of the applicable boarding fees for the then current term may be payable.

## FEES

We agree to pay to the School all fees for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the Student as determined by the School or as published in the Fee Schedule from time to time.

We agree that fees are subject to increase at any time without notice, and should this be necessary and we feel we cannot accept the increase, the obligation to give a term's notice of the withdrawal of the Student will be waived; we must, however, give notice in writing within a fortnight of the alteration being announced that we are withdrawing the Student.

We agree that this Enrolment Contract may be terminated by the School if fees remain unpaid for more than one term without written consent from the School. We acknowledge that in such cases, the School may seek debt recovery. We understand that the Student may not be permitted to return to the School while any part of a fee instalment is in arrears, unless the Head of School or Director of Business expressly waives this condition.

We agree that we are jointly and severally responsible, with all other signatories to the Enrolment Contract, for all fees and charges payable as a result of enrolling the Student at the School, irrespective of any changes to the relationship between the signatories or if only one signatory provides payment of fees. We agree that the responsibility for payment of fees and charges may only be varied by Court Order or by formal written agreement signed by all signatories to the Enrolment Contract.

We agree that written notice must be given to the Head of School one full term prior to the withdrawal of the Student from boarding or changing from boarding to day student, where it is permitted, and in the absence of such notice, one half of the applicable boarding fees for the term may be payable.

We agree that a written notice must be given to the Head of School one full term prior to the withdrawal of the Student from the School. In the absence of such notice, one half of the applicable tuition fees for the term may be payable.

We understand that no remission of fees, either in whole or in part, will be made if the Student is absent due to leave or suspension, with the exception that special consideration may be given in certain circumstances involving long term illness of the Student.

We understand that fees are subject to annual review by the School Board and are set in November for the following year. We agree that if we feel we cannot accept the increase, the obligation to give a term's notice of the withdrawal of the Student will be waived, though we must give written notice within a fortnight of the alteration being announced that the Student will be withdrawn.

We agree that a pro-rata charge is made if the Student enters the School for the first time after a term has commenced, and if the Student leaves during a term without giving a term's notice, no refund will be made for the remaining portion of that fee instalment.

## PROPERTY

We acknowledge that the School does not accept liability for such events as thefts, damage, accidents and injuries. We acknowledge that the School recommends that we consider appropriate insurance to cover any losses, particularly in relation to the Student using mobile technology at School.

We accept responsibility for the payment of reasonable repair or replacement costs for damage to School property caused, or contributed to, by the Student.

# PERSONAL INFORMATION

We agree to engage in open and honest communication with the School at all times including by, advising the School of any matters that pertain to the educational, physical or psychological development of the Student or any other matter which impacts on the School fulfilling its duty of care and/or providing an education to the Student.

We confirm that we have fully disclosed any additional needs (including but not limited to any medical, physical, learning or psychological needs) of the Student. Where any disclosed additional needs change or where any additional needs arise, we agree to notify the School immediately.

We confirm that the information we have provided during the enrolment process is correct and complete and understand that the School relies on such information in its planning and decision making process. We acknowledge that where it becomes apparent that information has been withheld, the School may, at its absolute discretion, terminate the Enrolment Contract.

We agree that the School may, as and when necessary, collect personal information, including sensitive information about the Student and Parents before and during the course of the Student's enrolment at the School. We understand that information will be collected, stored and used in a manner consistent with relevant Privacy Acts and in accordance with the School Privacy Policy.

We acknowledge that when necessary, and in accordance with the *ACT Health Records Act* and the relevant Privacy Acts, the School may disclose personal and sensitive information to others for administrative and educational purposes, including facilitating the transfer of a student to another school. Refer to the School's Standard Collection Notice for further detail.

We understand that all correspondence will be sent to the postal and email addresses provided to the School by the parents/guardians. We understand that when the School is notified that the Parents are separated or divorced, information will be sent to both parents to the postal and email addresses notified by each parent unless there is a court order or agreement signed by both parties which states that correspondence is only to be sent to one parent/guardian. We agree to provide copies of any relevant court orders or agreements that are relevant to the Student to the School in a timely manner.

# Canberra Grammar School



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