

Enrolment Agreement

The Parent and/or legal guardian/s (herein referred to as 'Parent' or 'Parents') named in this Enrolment Agreement agree to the following Terms and Conditions in respect to the enrolment of the Student at Casey Grammar School (herein referred to as 'Casey Grammar' or 'the School').

Terms & Conditions

1. Casey Grammar reserves the right to amend the Terms and Conditions of Enrolment:
 - i. The School will provide advance notice of any amendments, and a family will have the option to give notice of withdrawal in accordance with clause 14 before the amendments take place.
 - ii. Upon amendments of the Terms and Conditions of Enrolment, all families will be bound by the updated document from the date of amendment.
2. A parent who agrees to these Terms and Conditions of Enrolment in relation to an enrolled child at the School also agrees to these Terms and Conditions of Enrolment in relation to each of the parent's children enrolled at the School at that time.

Education Outcomes

3. Casey Grammar provides educational services that are within the scope of the School's registration.
4. Casey Grammar course offerings, including co-curricular activities and programs, are determined by the School at its sole discretion and may be varied or withdrawn at any time without prior notice. This may include making changes to the curriculum, co-curricular offers, teaching methods and processes and other services affecting students.
5. The School does not guarantee or represent any particular or specific student outcome or level of achievement for the Student in relation to any of its Educational Services.

Christian Values

6. Casey Grammar is founded on Christian Values. Parents acknowledge that by enrolling their child at the School, their child will attend chapel services, observe or engage in prayer, and participate in religious education exploring the Christian faith.

Co-curricular Activities

7. Parents agree that participating in co-curricular activities is an integral part of the student's education and the School's curriculum and active participation is mandatory (unless that Student has a genuine reason as to why they cannot participate, as evidenced by supporting documents).
8. Co-curricular activities include, but may not be limited to, camps, excursions, incursions, sporting activities and/or competitions. Parents will actively encourage their child to be involved in co-curricular activities.
9. Parents acknowledges that co-curricular activities may be held on weekends or before or after school hours and Parents commit to ensuring the student can attend (to the extent reasonably practical).

Policies & Codes of Conduct

10. Parents will comply with all policies, rules and procedures of the School, whether applying to Parents or Students (as introduced, existing or amended from time to time) including, but not limited to, those relating to:
 - i. Child Safety
 - ii. Care, Safety and Welfare of Students
 - iii. Standards of Dress, Uniform and Appearance
 - iv. Equal Opportunity and Anti-Discrimination
 - v. Grievances and Complaints
 - vi. Student Behaviour and Conduct
 - vii. Discipline of Students
 - viii. Privacy; and/or
 - ix. Social media and the use of Information, Communication and Technology Systems.
11. Students must comply with any and all School rules and policies applicable to them (as introduced, existing or amended from time to time) including those policies concerning behaviour and conduct. Parents will do all things necessary to ensure that their student is familiar with and complies with all School rules and policies applicable to them.
12. Parents agree to comply with any parent code of conduct or policy from time to time of the School concerning parent behaviour that sets out its expectations of parents who have students enrolled with the School. The Parent agrees that any breach of such a code or policy may result in the cancellation of the enrolment of the Student and any sibling.

Student Withdrawal or Cancellation of Enrolment

13. A student's enrolment is ongoing unless withdrawn or enrolment is cancelled by the School, as detailed below.

Withdrawal

14. The Parent is required to give the School one full term's notice in writing to the Principal of their intention to withdraw the Student from the School. Where one full term's notice is not provided fees in lieu of such notice will be payable, as set out in the Financial Agreement.
15. Parents must complete an Exit Form detailing the reasons for withdrawal.

Cancellation of Enrolment

16. The School may cancel the Student's enrolment at any time by giving notice of such cancellation to the Parent on the grounds of:
 - i. If The Student's failure to comply with School rules and policies
 - ii. The Student's unsatisfactory conduct, behaviour or attitude while attending School.
 - iii. The Student demonstrates a pattern of excessive or unexplained absences.
 - iv. The Student engages in misconduct or breaches a policy of the School which the Principal considers to be serious, including a breach of any student code of conduct.
 - v. The Student's progress is such that, in the opinion of the Principal, the Student is not benefiting from the courses and programs provided by the School.

- vi. A mutually beneficial relationship of trust and cooperation between the Parent and the School or any of its staff has broken down such that it adversely impacts on the ability of the School to provide a meaningful education to the Student.
- vii. The behaviour or conduct of the Parent towards the School or to any of its staff breaches any parent code of conduct.
- viii. Circumstances exist whereby the ongoing enrolment of the Student is considered to be untenable or is not in the best interests of the Student or the School; and/or
- ix. The Parent is in breach of any provision within this Enrolment Agreement and/or the Financial Agreement.

Full and Continuous Disclosure

- 17. Parents agrees that as at the time of signing this Agreement all relevant information relating to the health, wellbeing and needs of the student have been disclosed to the School (e.g. significant illness, medical needs or disability).
- 18. To maintain and ensure the ongoing health, wellbeing and enrolment of the Student, the Parent agrees to keep the School informed, in a timely matter, of all relevant information and issues relating to the Student.
- 19. Casey Grammar reserves the right to reassess and determine its ability to provide ongoing education to the student and to ensure the student is able to access the School's curriculum and educational program.
- 20. If a parent fails to inform the School of any special needs in relation to their child, then the School, in its absolute discretion, may refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under these Terms and Conditions).

Discipline

- 21. Casey Grammar reserves the right to discipline, suspend, expel or impose such other consequences as the Principal considers reasonable and appropriate in the circumstances in respect of any student who:
- 22. Casey Grammar reserves the right to assess and determine the appropriate method of investigation into disciplinary matters. Parents acknowledge that such investigation may include interviewing the student without the presence of a parent.
- 23. If the Principal suspends the student, the Parent will be notified to that effect, including how the suspension will operate and the period for which the suspension will be in place.
- 24. If, in the opinion of the Principal, it is desirable in the interests of:
 - i. The School (including Staff and other Students); and/or
 - ii. The Student (for reasons such as the Student's progress and performance is such that they are not benefiting from the courses and programs provided by the School)

that a student should not continue at the School any longer, the Parents may be advised to withdraw their student from the School. However, in accordance with clause 16, the School also reserves the right to cancel the enrolment.

- 25. In respect of this clause 24, the Principal's decision is final, and the Principal will exercise direction with regard to the interests of the School as a whole

Recording & Images

26. Parents give permission for the Student to be photographed, filmed or recorded during School related activities, including musical, sporting or theatrical performances, and for such images to be used for learning or promotional purposes (such as being published on display boards, the School website, and in online and electronic publications), except where the Parent notifies the School otherwise in writing or where documentation prohibits it (e.g. Court Order).
27. Parents will be required to adhere to any and all policies, guidelines and/or directions as introduced, existing or amended from time to time regarding the taking of photographing, filming or recording of students whilst on School premises, or at School events (on and off campus).

Medical

28. Casey Grammar is authorised to obtain or provide such emergency or urgent medical treatment, medical assistance or first aid for the student as may be necessary in the circumstances by School staff.
29. Parents will be responsible for any costs or charges incurred by the School as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility.

Parental Rights

30. Casey Grammar proceeds and acts on the basis that each of the student's parents have equal parenting rights and responsibility in relation to the student.
31. Unless evidence is provided to the contrary Casey Grammar reserves the right to communicate with both or one of the students' parents regarding the education, care, safety and welfare, of the student, having regard to what the School considers, in its reasonable opinion, to be the best interests of the student.
32. Any notice given by the School to any one of the child's parents will be deemed to be given to all parents.
33. Similarly, should the School require instruction, authority or direction on any issue concerning the student then the School may act upon the instruction, authority or direction of any one of the student's parents, and having regard to what the School considers, in its reasonable opinion, to be the best interests of the student.
34. Casey Grammar is entitled to expect that a parent will communicate or share with the other parent about any communication provided by the School.

Court Orders

35. Parents must provide and disclose to the School on a timely basis any Court orders that apply to or impact on the student's enrolment and of which the School should be made aware (or which the School may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the student's personal information, or using, publishing or broadcasting images or recordings of the child).
36. Parents understand that Casey Grammar is not party to any Family Court or other order and cannot be held to enforce such orders on behalf of a Parent.

Personal Property

37. The Parent agrees that the School will not be liable for any loss, damage or theft, howsoever occasioned, of any personal property that belongs to the Parent or the Student or any property

otherwise in their possession, that is brought to School or to any School function or activity, whether or not held on the School's premises or premises occupied by the School.

Change of Details

38. Each parent must immediately inform the School of any change in Student's or parent's contact details and/or family circumstances.
39. The Parent agrees that the School will not be obliged to change the child's name in its internal database and learning management system unless one of the following apply:
 - i. Both parents agree in writing (even where only one parent has signed the Terms and Conditions of Enrolment)
 - ii. The School is provided an Order of the Court which permits the child's name change; and/or
 - iii. The School believes other special circumstances exist.

Fees, Charges & Levies

40. All matters relating to Fees, Charges & Levies are contained within the Casey Grammar Financial Agreement and School Fees information available on the School website.

General

41. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.
42. This Agreement is governed by the laws of Victoria and is subject to the jurisdiction of the courts in this State.
43. If any provision of this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
44. Casey Grammar will not be liable to the parent for any indirect or consequential loss or any loss of profit suffered by the parent arising out of a breach by the School of this Agreement.
45. In this Agreement the singular includes the plural and vice versa.
46. Headings are for convenience only and do not affect the interpretation of this Agreement.
47. Both Parents must sign this Enrolment Agreement, and the Terms and Conditions bind them jointly and each of them severally. The School will only accept an Enrolment Agreement signed by one parent if the parent 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 sole discretion, dispense with the requirement to provide such orders if exceptional circumstances exist (e.g. family violence, or where one parent is deceased).