

## 1. Preamble

This Enrolment Agreement (Agreement) is a legal contract between St Paul's Anglican Grammar School and the Applicant. The terms and conditions in this Agreement outline the rights and responsibilities of each party. St Paul's reserves the right to exercise discretion in all matters relating to this Agreement.

This Agreement aligns with our four core values of Wisdom, Integrity, Compassion and Respect and is necessary for the efficient and effective running of St Paul's.

Details on how to apply for a place at St Paul's Anglican Grammar School are on the Enrolments page of the St Paul's Anglican Grammar School website.

## 2. Definitions

**Agreement** means this Enrolment Agreement.

**Applicant** means the person/s set out in the Conditional Offer and Acceptance of Place being the Parents and/or Guardian/s of the Student listed in the Conditional Offer and Acceptance of Place and if more than one, each of them jointly and severally.

**School** means St Paul's Anglican Grammar School.

**School Fee Schedule** means the tuition fees and charges listed in the schedule found under Enrolments on the St Paul's website as updated from time to time.

**Tuition Fee** means the fees specified in St Paul's Fee Schedule as updated from time to time.

**Enrolment Capital Contribution (ECC)** means a non-refundable amount that each family pays to St Paul's to accept an offer of place, subject to interview with the Principal or delegate, prior to the first and second child attending. Components of the ECC are directed towards a range of programs, including building works, upgrading of facilities and technology infrastructure. It is a condition of entry that the ECC of \$1,000 is paid prior to entry.

**Student** means the Student named in the Conditional Offer and Acceptance of Place.

## 3. Educational Services

- a. St Paul's provides educational services that are within the scope of St Paul's registration as amended from time to time.
- b. The Prospectus is available on the St Paul's Anglican Grammar School website and has detailed information on St Paul's educational services across all year levels. This encompasses curriculum, assessment and reporting, provision for students with individual and/or language needs, extra-curricular opportunities, camps, excursions and wellbeing programs including counselling services. The domestic or international Prospectus document (as applicable) form part of this Agreement.
- c. By signing this Agreement, the Applicant agrees to comply with St Paul's rules, regulations, policies and procedures which may be amended from time to time at St Paul's absolute discretion orally or in writing. All relevant policies are available on the St Paul's Anglican Grammar School website.

## 4. Child Safe Commitment

St Paul's Anglican Grammar School has committed to a Child Protection Program designed to maintain a child safe environment and to embed an organisational culture of child safety within St Paul's community. The program ensures compliance with the Victorian Child Safe Standards and related child protection laws and applies to all staff, volunteers, Board members and School contractors.

## 5. Disclosure

- a. The Applicant acknowledges that as a condition of the enrolment process, they must disclose and keep current and updated to St Paul's any medical, special needs, emotional, wellbeing, learning or behavioural concerns relating to the Student, providing details of anaphylaxis, asthma, diabetes or other specialist medical condition management plans. This is to ensure that St Paul's can best meet the needs and requirements of each child in the context of School operations and curriculum.
- b. St Paul's reserves the right to request and obtain any further information relating to the Student as St Paul's deems necessary, including but not limited to all academic information, school reports, maternal nurse reports, specialist or

paediatric reports, doctors' medical declarations or recommendations of care, immunisation certificates, anaphylaxis or asthma management plans, NAPLAN reports and all other reports relating to the Student, if applicable.

- c. The Applicant acknowledges and agrees that a failure to provide full and proper disclosure to St Paul's of any of the above may result in the immediate termination of this Agreement by St Paul's and the forfeiture of any enrolment fees paid in advance.
- d. Students may use the services of the School counsellor, nurse, psychologists, chaplain and/or any other specialists available, as required. In some circumstances the information shared during these sessions will not be disclosed to parents.
- e. The Applicant acknowledges and understands that St Paul's is a mainstream school which, while able to offer some remediation and extension, is unable to cater for specialised programs or staff for students with additional needs.

## 6. Court Order and Parenting Plans

- a. The Applicant is required and hereby agrees to provide copies of all existing court orders or parenting plans at the time of enrolment. In the event that a court order or parenting plan is made that contains information relevant to the Applicant's education or parental access, a copy of the relevant pages must be sent to the Principal. St Paul's will make best endeavours to adhere and comply with such orders.
- b. The provision of false or misleading information in relation to the living arrangement or guardianship of the Applicant may result in St Paul's, at their sole discretion, suspending the Student or terminating this Agreement.
- c. Parents will ensure they act in good faith and remain amicable in relation to the wellbeing of the child, and provide information St Paul's requires to meet its duty of care obligations to the child.
- d. Unless and until such time as St Paul's is provided with copies of a court order or parenting plan, St Paul's is entitled to proceed and act on the basis that each of the Student's parents has equal rights and responsibilities in relation to the Student.

## 7. Codes of Conduct

- a. St Paul's Parent/Guardian Code of Conduct and Student Code of Conduct are available on the St Paul's website and the MyStPauls portal. Both the Parent/Guardian Code of Conduct and the Student Code of Conduct form part of this Agreement.
- b. The Applicant acknowledges that they have read and understood the Student Code of Conduct and supports its implementation.
- c. The Applicant acknowledges that they have read and understood the Parent/Guardian Code of Conduct. It is expected that parents enter into a partnership with St Paul's for the benefit of the Student and that they commit to St Paul's values.
- d. Any updates to the Parent/Guardian Code of Conduct or Student Code of Conduct will be communicated through to parents.
- e. In signing the Enrolment Agreement, the Applicant acknowledges that a breach of School policies or Student Code of Conduct by the Student, or breaches of the Parent/Guardian Code of Conduct by the Applicant, may lead to disciplinary action, such as suspension of the Student and/or termination of the Student's enrolment and therefore termination of this Agreement.

## 8. Enrolment Fees, Tuition Fees & Charges

- a. All information relating to enrolment fees, tuition fees and charges can be found on the St Paul's website as updated from time to time. The St Paul's Fees & Charges schedule forms part of this Agreement.
- b. A proportion of funds raised or Tuition Fees and Charges collected by St Paul's may be applied to the conduct of St Paul's Early Learning Centre.
- c. Acceptance of an offer of enrolment must be signed by all Parents/Guardians of the Student (subject to any specific court orders or parenting plans to the contrary). All signatories shall be liable for the Tuition Fee at the current rate and agree to pay all fees and charges levied by St Paul's in accordance with the St Paul's Fee Schedule.
- d. The School may permit only one Parent/Guardian to be responsible for the fees and be the sole signatory on the acceptance of offer, in which case the other Parent/Guardian will be requested to sign a consent to enrol their child at St Paul's (subject to any specific court orders or parenting plans to the contrary).
- e. Upon accepting the offer of enrolment, the Applicant must pay the non-refundable Enrolment Capital Contribution.

## 9. Tuition Fee Discount

Tuition fee discounts apply for the second, third, fourth and subsequent children provided the students are attending St Paul's concurrently. To be eligible for this discount you must be the full fee payer of at least two students attending St Paul's. Details of these discounts can be found on the St Paul's Fee Schedule.

## 10. Tuition Fee Payment

It is a condition of entry into St Paul's that all tuition fees and charges levied are paid by the due date or via an otherwise agreed arrangement with St Paul's.

## 11. Non-payment of Fees

- a. The Student will not be permitted to enter a new term while any part of the fees or charges for the previous billing period remain unpaid, unless otherwise agreed in writing by St Paul's.
- b. Throughout the school year, if any part of the fees or charges levied by the School remain unpaid, St Paul's will issue monthly statements requiring payment.
- c. If the Applicant has not made payment of the outstanding fees or charges and no alternative arrangement has been agreed upon by St Paul's, St Paul's may in its absolute discretion immediately terminate this Agreement.
- d. If an alternative payment plan arrangement has been agreed upon by St Paul's for the payment of any outstanding fees or charges and that payment plan is breached by the Applicant, St Paul's shall issue a further notice requiring payment of the outstanding fees or charges within fourteen (14) days.
- e. Any overdue fees or charges may result in late fees, suspension or loss of enrolment, the exclusion of the Student from certain activities at St Paul's discretion or the permanent exclusion from St Paul's.
- f. St Paul's reserves the right to seek to recover any outstanding fees or charges plus legal costs by referring the matter to their legal representatives, at which time the Student's enrolment with St Paul's may be immediately terminated. The School's rights in this respect are unaffected by the fact that the family of the Student may have departed St Paul's.
- g. All parties who are signatories to the Conditional Offer and Acceptance of Place are jointly and severally liable for all debts for fees.

## 12. Forfeitures

If a family decides not to proceed with an accepted place and withdraws before joining St Paul's, the full amount of the Enrolment Capital Contribution of \$1,000 is forfeited.

## 13. Deferrals

If a family wishes to defer to a future enrolment year, the full amount of the Enrolment Capital Contribution may be rolled-over to a nominated future year level application. The roll-over of an Enrolment Capital Contribution to a future year does not guarantee a place will be available in the nominated future year level. If another offer is made in the nominated future year and that offer is declined, or the family withdraws from an accepted place in a future year, forfeitures will apply as outlined above.

## 14. Withdrawal

If the Applicant wishes to withdraw the Student from St Paul's:

- a. This Agreement will be terminated;
- b. Any fees payable to the date of the end of term must be paid in full notwithstanding the withdrawal;
- c. In the event that this Agreement needs to be immediately terminated, then payment of a term's fees in lieu will be at the absolute discretion and authority of the Principal.
- d. In the event that the Student withdrawing from St Paul's has a scholarship with St Paul's, the terms and conditions contained in the Scholarship will apply. The terms and conditions are available upon request by emailing [enrolments@stpaulsags.vic.edu.au](mailto:enrolments@stpaulsags.vic.edu.au) and are also provided at the time the scholarship is entered into; and
- e. The notice periods outlined in Clause 15 will apply.

## 15. Withdrawal Notice

- a. An Applicant of a Student wishing to withdraw the Student from the School must give a minimum of one complete term's notice to the Principal via email at [enrolments@stpaulsags.vic.edu.au](mailto:enrolments@stpaulsags.vic.edu.au).
- b. In the event that only one Parent/Guardian provides written notice for the purpose of the withdrawal, the School will advise any other Parent/Guardian (subject to any specific court orders or parenting plans to the contrary).
- c. Failure to provide such notice will require payment of one term's fees in lieu of notice.

## 16. Suspension & Expulsion

- a. The Applicant acknowledges that St Paul's Suspension and Expulsion Policy and Student Discipline Policy forms part of this Agreement.
- b. If St Paul's determines that there are grounds to suspend or expel a Student, the Applicant will be contacted by the Principal or delegate.
- c. In the event the Student is suspended, all fees are due in full and must be paid to St Paul's, subject to the Principal's discretion, irrespective of the term of the suspension of the Student.
- d. In the event of the Student being expelled, all fees are due in full up until the date of the expulsion and becomes immediately payable to St Paul's. Any fees paid to St Paul's for the balance of the school year shall be refunded to the Applicant.
- e. The Suspension and Expulsion Policy is available on the MyStPauls Portal or upon request.

## 17. Termination of Enrolment Agreement

- a. In accordance with the provisions of this Agreement and its terms and conditions;
- b. By St Paul's in accordance with the Parent Code of Conduct;
- c. By St Paul's in accordance with the Student Code of Conduct;
- d. By St Paul's in the event of expulsion of the Student or otherwise in accordance with the Suspension and Expulsion Policy or the Student Discipline Policy;
- e. By St Paul's in accordance with Clause 6, Clause 18 (c) or Clause 19(c) or any other relevant provision of this Agreement; or
- f. As permitted by law.

## 18. Student Attendance/Participation & Planned Extended Leave of Absence

- a. St Paul's expects and encourages the Student to attend St Paul's on the dates and between the hours advised by St Paul's.
- b. In addition, the Student must attend and participate in all co-curricular activities which may be held on, before or after normal school hours.
- c. St Paul's will follow up any unexplained absences of the Student. Any continued absences or unexplained absences may lead to a termination of this Agreement at the sole discretion of St Paul's.
- d. If planned extended leave is requested for extended periods of time, any request must be made in advance and to the Principal. The granting or non-granting of any extended leave shall have no effect on the Applicant's obligation to make payment of the fees pursuant to this Agreement.

## 19. Uniform

- a. The Applicant acknowledges that St Paul's Uniform Policy forms part of this Agreement.
- b. It is a condition of this Agreement that the Student wears the St Paul's Anglican Grammar School uniform from the day the Student commences with St Paul's in accordance with the Uniform Policy and the guidelines contained therein relevant to their age group.
- c. A breach of this Clause 19 may result in the suspension or expulsion of the Student or the termination of this Agreement at the discretion of St Paul's.

## 20. Internet Acceptable Use Agreement

- a. Each sub-school of St Paul's has an Internet Acceptable Use Agreement phrased in language suitable for each age group. Each of the Internet Acceptable Use Agreements are distributed to parents and form part of this Agreement.
- b. For Years 3-12, it is a condition of this Agreement that the Student and the Applicant understand and agree to the Internet Acceptable Use Agreement each year.
- c. It is a condition of this Agreement that Parents who use and access the MyStPauls portal read and understand the MyStPauls Parent Protocol Policy which forms part of this Agreement.
- d. It is a condition of this Agreement that the Student and the Applicant understand and agree to the Social Media Policy.

## 21. Personal Possessions

- a. It is the responsibility of the Student and/or the Applicant to take care of any personal possessions belonging to the Student and/or the Applicant including but not limited to sporting equipment, electronic devices, clothing and musical instruments.
- b. St Paul's is not liable for any loss or damage to the property referred to in Clause 21(a).
- c. The Applicant hereby agrees to indemnify St Paul's for any loss or damage to School property arising from the use or possession of the equipment referred to in Clause 21(a).

## 22. Student Outcomes

- a. In accepting the Student for enrolment, St Paul's makes no warranties or representations of any kind with respect to the Student achieving any particular outcomes or achievements, including but not limited to academic outcomes or achievements.
- b. In accepting the Student for enrolment, St Paul's makes no warranties or representations of any kind that the Student will successfully complete their schooling at St Paul's.

The School encourages the Student to achieve their personal best by partnering with the Applicant but does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the School accepting the Student for enrolment.

## 23. Communication

- a. Upon signing this Agreement, the Applicant agrees that any changes in contact details, family circumstances or Student wellbeing/medical details are communicated to St Paul's. Contact details include but are not limited to, first name, surname,

residential and postal address, phone numbers and email addresses.

- b. As part of this Agreement, St Paul's agrees to ensure regular and relevant communications are made to the signatories of the Conditional Offer and Acceptance of Place in regards to events, excursions, incursions, attendances, news, promotional activities and charitable causes.

## 24. Governing Law

- a. This Agreement is governed by the laws of the state of Victoria and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

## 25. Personal Information & Privacy

Please refer to St Paul's Privacy Policy, as detailed on St Paul's website, or available in hard copy upon request. St Paul's Privacy Policy forms part of this Agreement.

### ACCEPTANCE AND UNDERSTANDING OF CONTENTS OF ENROLMENT AGREEMENT & FEE PAYMENT ARRANGEMENTS:

The Applicant, along with any other party to be jointly and severally responsible for payment of all fees and charges, is requested to verify that they have read, understood and accepted the conditions, terms and contents of the Enrolment Agreement by signing where indicated:

STUDENT NAME:

PLEASE NOTE:

*A witness is required for each of the below signatories. It does not have to be the same witness; however, none of the signatories should witness the signature of any others.*

PARENT/GUARDIAN 1

Name:

Signature:

Date:

Witness:

PARENT/GUARDIAN 2

Name:

Signature:

Date:

Witness:

PARENT/GUARDIAN 3

Name:

Signature:

Date:

Witness:

PARENT/GUARDIAN 4

Name:

Signature:

Date:

Witness:

Date Reviewed: 26/04/23