

Purpose

1.1 The purpose of this document is to set out the terms and conditions for enrolment at St Michael's Grammar School. Unless replaced in accordance with clause 12.1, these terms shall remain binding on students of the School and their parents/guardians throughout the enrolment application process, in the event an offer of enrolment is made, at all times after entry to the School and throughout an ongoing enrolment.

Enrolment

- 2.1 Enrolment is subject to the School's policies and procedures including but not limited to, the Enrolment Policy and any procedural guidelines for admission and conditions of ongoing enrolment.
- 2.2 Admission and ongoing enrolment is at the School's absolute discretion. The School reserves all rights in relation to who it selects for enrolment, and its enrolment processes generally.
- 2.3 Parents/guardians are required to provide all relevant information and supporting documents in relation to the student's enrolment. This includes (but is not limited to) any additional learning needs, educational history, legal or court orders, or other factors that may be relevant to a student's education.

Confirmation of Enrolment

- 3.1 All parents/guardians of students entering the School are required to provide signed confirmation of their intention to accept a place if offered. Acceptance and payment of the Confirmation Fee is required by the date set out in the Offer of Enrolment communication.
- 3.2 The Confirmation of Enrolment Fee is a non-refundable, one-off payment.
- 3.3 The Confirmation of Enrolment Fee is payable for each student enrolled at the School, and confirms a place for the student at the School.

Changes to entry before commencement

- 4.1 Offers of enrolment only apply to the specified year level and year of entry.
- 4.2 If a parent/guardian wishes to change the student's year level and/or entry year after an enrolment has been confirmed, the Student Enrolments Team must be notified in writing by emailing: enrolments@stmichaels.vic.edu.au.
- 4.3 In this case, the student's enrolment for the previously accepted year level and/or entry year will be cancelled, and the student's name will be placed on a waitlist for the newly requested year level and/or entry year. The School cannot guarantee a place for a student in any future years after an accepted offer has been cancelled or changed.
- 4.4 In this circumstance the Confirmation of Enrolment Fee is non-refundable.

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4.5 If a place is offered to the child in the future, the Confirmation of Enrolment Fee will not be payable again, however any difference in the previous fee paid and the current Confirmation of Enrolment Fee at the time of an offer being made will be payable.

Cancellation of enrolment before commencement

- 5.1 If a parent/guardian wishes to cancel a student's entry before they commence at the School, the Student Enrolments Team must be notified in writing. When a student's entry is cancelled before they commence at the School the Confirmation of Enrolment Fee will not be refunded.
- 5.2 Notice of cancellation of entry must be given at least one full term prior to the student's commencement at the School. If at least one full term's notice is not given, the tuition fee for the first term of the student's enrolment will be due and payable.

Fees and Charges

Schedule of Fees and Charges

- 6.1 The School's Annual Fees and Charges are set by the School Board and are published annually.
- 6.2 Concessions, discounts and fee locking rates are also noted in the fee schedule.
- 6.3 Fees are subject to change. The School has the right to determine, in its sole discretion, the level of fees and other charges to be paid by parents/guardians in the course of an ongoing enrolment. 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.

Payments

- 6.4 Unless otherwise specified by legal or court orders, the parents/guardians are jointly and severally liable for payment of all accounts rendered by the School in respect of the student's enrolment at St Michael's Grammar School and will comply with the School's terms of payment.
- 6.5 Invoices are issued monthly for tuition, levies and any additional co-curricular and extra-curricular charges incurred. The first invoice is issued on the last business day of October in the year prior to entry.
- 6.6 Full payment of each invoice is due by direct debit on the date indicated in the Annual Fees and Changes.
- 6.7 The School accepts payment by direct debit only; either through a nominated financial institution or by credit card. Payments made by credit card will incur an additional surcharge.
- 6.8 In the event of a dishonoured transaction, the School will reattempt the transaction within 3 business days, however it is the responsibility of the account holder to ensure that sufficient funds are available. If the reattempt is declined, a processing fee will be added to your account.
- 6.9 Any account not settled by the due date will incur an administration fee representative of its additional costs, which will be charged on the first business day in the following month. Requests for an extension of the payment due date are to be communicated to the Finance Officer at the earliest opportunity and must be agreed to by St Michael's Grammar School.
- 6.10 Unless special approval has been obtained, no student will be allowed to enter a new term at the School if tuition fees for the previous term remain unpaid. Whilst it is not our preferred method of resolution, the School reserves the right to suspend the enrolment of a student if all reasonable steps to address an outstanding account are not met.
- 6.11 As the expenses incurred in maintaining St Michael's Grammar School are not lessened by the temporary absence of individual students, no deduction can be made on account of absence.

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6.12 Students will not be permitted to attend cost-based voluntary excursions, overseas exchanges or interstate festivals if their fee account is in arrears.

Goods and Services Tax (GST)

6.13 GST is not charged on School fees, childcare and co-curricular activities, and School costs and charges have been calculated on the basis that they are GST free. Other activities may attract GST.

Concessions

6.14 Concessions apply to tuition fees (not levies) for concurrent enrolled siblings from the same family. Concession entitlement applies to the second enrolled sibling in the same or a lower year level. Subsequent siblings enrolled in any lower year levels are entitled to a further concession. Sibling discounts will not apply where another concession has been granted. Fee concessions for children of clergy are also available.

Discounts

- 6.15 Full payments of the total annual fee paid by the due date will attract a discount that will be credited to your account.
- 6.16 The discount will apply if the student remains at the School for the whole academic year. If a student withdraws before the end of the school year the discount will be forfeited.

Fee Locking

6.17 Where fees are paid for multiple years in advance, the fee will remain capped at the base year level for the duration of the payment and increases to the fees will not apply. Full payment must be made by the due date.

Continued Enrolment

- 7. 1 Subject to these Conditions of Enrolment, once enrolled, a student remains enrolled at the School from year to year until the completion of Year 12 unless the enrolment is terminated in accordance with Clause 10 of these Terms and Conditions
- 7.2 During the course of their child's enrolment, parents/ guardians are required to inform the School of any change to their contact details, and any relevant information concerning their child, such as:
 - reports or assessments pertaining to the student's learning, medical, physical, social and psychological needs
 - any change in family circumstances which may affect the student's life at school

any Court orders that may impact on the student 7.3 Parents/guardians are responsible for ensuring the ongoing accuracy and currency of student and family information provided to the School.

Behaviour expectations

- 8.1 St Michael's Grammar School is a community that values dignity, respect, care and compassion. It is a condition that all students, parents/guardians, families and members of the School community abide by these values when liaising with the broader community.
- 8.2 Parents/guardians and students agree to comply with and uphold the School's policies, rules and procedures, as introduced and varied from time to time including but not limited to the School's Behavioural Expectations Policy, the Parent Community Code of Respectful and Responsible Conduct and Enrolment Policy.

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Student Dismissal

- 9.1 After accepting an enrolment application, the School retains the right to immediately terminate a student's enrolment at its absolute discretion and at any time. In such circumstances the decision of the Head of the School is final.
- 9.2 Without limiting the generality of clause 8.1, reasons that the School may dismiss any student and terminate their enrolment without notice include (but are not limited to) unacceptable academic performance or progress; unsatisfactory conduct by the student; failure by the student or parent/guardian to obey any rules, policies, procedures or codes of conduct of the School; failure to pay any account or fees payable by the parents/guardians within the terms of any agreement with the School and the parents/guardians; and in circumstances of unacceptable parent/guardian behaviour or lack of collaboration with the School.
- 9.3 In the event that a student is dismissed from the School, the current term's tuition fees remain due and payable, inclusive of any co-curricular or extra-curricular activities for which commitment has been made. Depending on the circumstances of the enrolment termination (including the commission of any reasons for termination outlined in paragraph 9.2), the School may elect to waive all or part of any outstanding tuition fees.

Voluntary termination of enrolment

- 10.1 In the event that a student leaves the School, notice must be given in writing to the Head of the School by email to: head@stmichaels.vic.edu.au.
- 10.2 Annual dates for written notice is published in the Annual Fees and Charges. Notice must be received by the School no later than the associated date for each term.
- 10.3 Where notice is given in accordance with the above requirements, all tuition fees paid in advance for any period after the student's final day at the School will be refunded.
- 10.4 If notice is not given in accordance with this provision, all tuition fees for the term immediately following the student's final term at the School, in addition to all charges for co-curricular and extra-curricular activities that have been committed to, remain due as payment in lieu of notice.

Leave of absence

11.1 If a student enrolled at the School requests a leave of absence, their place will be held for no more than two years from the requested date. All requests are to be in writing to the Head of the School. A bond fee applies upon acceptance of the request. Upon the student's return to School, the bond will be credited against future tuition fees. In the event that the student does not return to the School, the bond will not be refunded.

Privacy and ex-students' database

- 12.1 The parents/guardians acknowledge that the School may from time to time collect personal information about parents/guardians and students before and during the course of a student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide schooling to the student and to enable them to take part in all the activities of the School, but is also relevant for the student's education, health, care, welfare and development.
- 12.2 All information is held within the terms of the School's Privacy Policy and the Australian Privacy Principles and the Privacy Act 1988 (Cth).
- 12.3 From time to time, the School engages in fundraising activities. Information received from the parents/quardians may be used to make an appeal to parents/quardians. It may also be disclosed

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- to organisations that assist in the School's fundraising activities solely for that purpose. The School will not disclose parents/guardians personal information to third parties for their own marketing purposes without the parents/guardians consent.
- 12.4 Information such as academic and sporting achievements, student activities and similar news is published in School communications; programs, records of achievement, newsletters and magazines, the School's website, and the School's social media channels. This may include publication in newspapers or other public media arranged by the School. Photographs, audio, video or other digital media of student activities may be taken for publication. The parents/guardians consent to the student being identified (including being named, photographed, recorded in audio, video or other digital media) in material used to promote the School unless the Head of the School is advised in writing that the parents/guardians do not give this permission. Written notice must sent to the Head of the School by email: head@stmichaels.vic.edu.au.
- 12.5 No student image and corresponding name will be included in any advertising material or vehicle without parents/guardians consent.
- 12.6 If the student leaves the School after completing at least one full academic year the parents/guardians give permission for their name and address to be included on the ex-students' database. The primary purpose of retaining this information is to enable the School to inform the student about the School's activities and reunions, and to keep alumni members informed about other members. If you do not agree to this, please advise the School.

Changes to Terms and Conditions

13.1 St Michael's Grammar School may prospectively amend these Terms and Conditions at any time, in part or in full, at the discretion of the School by providing notice of such amendments to parents/guardians by publication of the amendments on the School website or by any other such means as determined by the School.

For further information, please email the Director of Business: business@stmichaels.vic.edu.au

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