TERMS & CONDITIONS OF ENROLMENT



These Conditions are to be agreed to by parents or guardians when they accept an offer of a place for a child at the School

Interpretation

'Parents' includes guardians or any other person who has applied to have a child entered on the waiting list or enrolled at the School and, where the child has only one parent, means that parent.

Fees

- We agree to pay to the School all fees for tuition, extra or distance education subjects, levies, excursions, camps and the supply of goods and services to the student as determined by the School Board and as published in the Fee Schedule from time to time.
- 2. All fees are payable in accordance with the Fee Schedule. If we fail to pay an account for fees by the due date, we agree to pay an overdue charge ('Overdue Charge') calculated on the amount outstanding from the due date until the date of payment. The Overdue Charge is equal to the pre-judgment interest rate prescribed by the Supreme Court of NSW under section 100 of the Civil Procedure Act 2005. We understand that we may obtain the current rate from the Accounts Department.
- 3. If an account for fees is not paid in full by the end of the term in which they were due for payment, the student's enrolment may be suspended and the School may subsequently without further notice refuse entry to the student or terminate his or her enrolment.
- 4. To withdraw a student from Newcastle Grammar School, the School requires 30 days' notice to ensure that it can reasonably plan and/or make available places to waitlisted students. The School prefers early notification of at least one (1) full term before the withdrawal where possible. If 30 days notice is not given, pro rata term fees may be payable. This does not apply to Year 12 students in their last term.
- 5. We understand that no remission of fees, either in whole or in part, will be made if the student is absent due to illness, leave or suspension.
- 6. We authorise the School to incur expenditure on our behalf such as purchases of books, stationery and equipment, and to advance such fares from time to time as the School considers necessary.
- 7. We agree to pay all medical and ambulance expenses incurred on behalf of the student.

Expectations and Behaviour

- 8. We understand that our acceptance of the School's offer of a place for the student implies that he or she will complete his or her schooling at the School unless unforeseen circumstances arise.
- 9. We acknowledge that the School is a community underpinned by Christian values in the Anglican tradition and that behaviours and attitudes based on Christian values are encouraged. We agree that all communication between students, parents, visitors and staff members should be conducted in a courteous and respectful manner. We agree to avoid confrontation and criticism in public and accept that there is no place in the School community for sarcasm, derogatory remarks, inappropriate familiarity or offensive comments.
- 10. We agree to support the values and to abide by the rules of the School as set out in the appropriate publications such as the Student Code of Conduct and Behaviour Management Policies as published from time to time at the Head of School's discretion. We note that the student must do the same and we agree to encourage him or her in this. We have noted the School's requirements in relation to discipline, home study, uniform, attendance and leave.
- 11. We accept that the School may determine which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory. All students must participate in and/or attend the following activities, as determined by the Head of School:
 - (a) Chapel Services and Assemblies;
 - (b) important School events such as Speech Night and Orientation Days, and other events as required by the Head of School, from time to time;
 - (c) various camps and excursions that occur from time to time as an integral part of the School curriculum.
- 12. Requests for leave from School activities, including academic and co-curricular programs, and for early departure at the end of a day or term and/or late return from breaks are considered only in the most extreme cases and must be applied for in writing to the Head of School (7-12) or Head of Primary (K-6).
- 13. We accept the School's discipline policy contained in the School's Behaviour Management Policies. We agree to support the administration of the School's discipline policy. In particular, we accept that the Head of School may in his or her absolute discretion, but subject to affording the student procedural fairness, suspend or dismiss the student for breaches of rules or discipline or where we have failed to comply with these conditions of enrolment.

- 14. We understand that the School requires parents to be actively involved in the School through attendance at parent-teacher interviews and parent forums, participation in courses offered by the School relevant to the student's education and assistance to the School in a voluntary capacity from time to time.
- 15. We agree that the Head of School may, by giving us one term's written notice, exclude a student if the Head of School considers that a mutually beneficial relationship of trust and cooperation between us and the School has broken down to the extent that it adversely impacts on that relationship.
- 16. We acknowledge that the Head of School may, by giving us reasonable notice, ask us to remove the student from the School at the end of a school year where the student has, in the Head of School's opinion, failed to meet the requirements of the NSW Education Standards Authority or has otherwise failed to make satisfactory progress in his or her academic work.
- 17. Detail of the school's complaints and appeals process can be found on the school website In summary:
 - · Anyone raising a complaint or grievance is encouraged to do so via complaints@ngs.nsw.edu.au
 - · Complaints against other students will be dealt with using the School's Behaviour Management Policy.
 - · The first attempt to resolve a complaint/s or grievance/s will be by an informal mediation process.
 - Failing that, a formal process will be conducted.
 - At the end of the process, if the student is dissatisfied with the result, the school will consider appointing an
 external body to handle an appeal.

Health and Safety

- 18. We acknowledge that we have fully disclosed any special needs (including but not limited to any medical, physical, learning or psychological needs) which the student has. Where any disclosed special needs change or where any special needs arise, we agree to notify the School immediately. We also agree to complete the student's medical form accurately and provide annual updates for the School Clinic.
- 19. We acknowledge that the School seeks to maintain an environment that is safe for all students and in which learning can take place. We also acknowledge that to this end the Head of School or his or her nominee may search the student's bag, locker, mobile phone or other possessions or electronic devices where there are reasonable grounds to do so. The Head of School may also carry out computer surveillance which includes using software or equipment to monitor use of computers, the sending or receiving of emails, the accessing of websites and the use of social media.
- 20. If the student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and if we are not readily available to authorise such treatment, we authorise the Head of School or, in his or her absence, a responsible member of the School staff, to give the necessary authority for such treatment.
- 21. We understand that the School requires parents to observe School security procedures for the protection of students from direct contact with those outside the School during school hours and that we are only to make contact through the School office.
- 22. We acknowledge that the student's personal property is not insured by the School which does not accept any responsibility for loss.

Privacy

- 23. We acknowledge that the School may from time to time collect personal information about parents and students which may be necessary for the School's function or activities. We authorise the School to use and disclose information in such a manner as the Head of School may deem appropriate for the purposes of the student's education, health, care, welfare or development. We acknowledge having read the School's Privacy Policy and Collection Notice located on the School's website.
- 24. We give permission for photographs and videos of the student to be placed in the School's records, displayed from time to time around the School, and published in School publications, on its website and in other marketing and promotional material, including social media.
- 25. Where relevant, we agree to provide to the School all current Family Court or other court orders or parenting plans relating to us and the student. We note that the School's Privacy Policy deals with the confidentiality of such information.

General

- 26. We agree that the School may change these Conditions provided it gives us at least a term's notice and that the new Conditions take effect from the beginning of a calendar year.
- 27. We agree to give the School notice of any change in our contact details.
- 28. (Where more than one person is signing this form) each of us agrees that our obligations to the School, as set out above, are joint and several and may only be terminated at the end of three months after we give notice, in writing, to the Head of School, of our desire to be released from such obligations.

TERMS & CONDITIONS OF ENROLMENT FOR INTERNATIONAL STUDENTS (FULL FEE PAYING)



- 29. Where the student is a Full Fee Paying International Student, we agree to pay an application fee of \$550. We understand there will be an initial fee of \$330 charged on submission of this application, which is the equivalent of the Domestic Student application fee. Once the application for enrolment has been processed by the School, the outstanding \$220 International Student application fee will be charged.
- 30. Where we do not reside in Australia, we agree to appoint a suitable adult resident in Newcastle to act as a guardian for the student. The guardians must:
 - 1. be at least 21 years old;
 - 2. speak English;
 - 3. be contactable by the School;
 - 4. be able to give support to the School in meeting the needs of the student;
 - 5. attend enrolment interviews, parent-teacher interviews and other events at the School's request;
 - 6. exercise a duty of care to the student when he or she is on leave with them;
 - 7. liaise with both parents and the Head of School, or his or her delegate, to ensure the student's welfare; and
 - 8. sign the Expectations of a Guardian form before the student enters the School.
- 31. Details of the School's refund policy can be found in Schedule 2 of the International Student Policy on the School website.

In summary:

- Amounts that may or may not be repaid to the student (including any course-related fees collected by education agents on behalf of the School) are set out in sections 10 and 12.
- An international student can claim a refund by writing to the Head of School.
- As the School does not use Education Agents, the only people who can claim a refund are the student or their parents.
- If the School is unable to deliver a course, then the policy in sections 11 and 12 will be followed namely, a full refund will be paid in 14 days, in Australian dollars.
- This agreement, and the availability of complaints and appeals process, does not remove the right of the student to take action under Australia's consumer protection laws.