

## BUSINESS TERMS AND CONDITIONS

### 1 Purpose of these Business Terms and Conditions

- 1.1 These Business Terms and Conditions set out the terms upon which a child is enrolled as a student at Fintona Girls' School (the **School**).
- 1.2 These Terms and Conditions cover ELC to Year 12 Students.

### 2 Acceptance of Enrolment

- 2.1 Each parent or legal guardian (referred to as **parents** for convenience) who accepts the School's offer of enrolment for a child, also agrees to the terms in these Business Terms and Conditions for the duration of the child's enrolment (subject to clause 3.2).
- 2.2 A parent who causes a child to attend the School for the purpose of receiving educational services is deemed by their conduct to have accepted these Business Terms and Conditions.
- 2.3 All parents with parental responsibility for a child must agree to the terms in these Business Terms and Conditions, unless the School provides written confirmation that it accepts otherwise. The School may request evidence from a parent in support of this prior to accepting an enrolment by only one parent.

### 3 Ongoing nature of these Business Terms and Conditions

- 3.1 These Business Terms and Conditions are ongoing, and will remain in place until such time as a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Business Terms and Conditions.
- 3.2 The School reviews these Terms and Conditions annually and reserves the right to amend these Terms and Conditions for a child's enrolment. The School will provide advance notice of any amended Terms and Conditions, which will not apply retrospectively, and a family will have the option to agree to the relevant amendments or alternatively withdraw that family's child(ren).
- 3.3 In the event that a parent who has accepted these Business Terms and Conditions in respect of a child (the **first child**) enrolls another child at the School, and the first child remains enrolled at the School, that parent agrees the Business Terms and Conditions in place at the time of that subsequent enrolment will apply in relation to each of the parent's children enrolled at the School.

### 4 Responsibilities of the School

- 4.1 The School will provide education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by the School from time to time at its absolute discretion.
- 4.2 The School will deliver the school curriculum through a range of methods, including the provision of on-campus education and online learning arrangements. The School may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, the School considers it necessary or appropriate to do so. Relevant considerations may include, but are not limited to concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.

- 4.3 Parents acknowledge that the School does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.

## 5 Support for the School

### 5.1 Each parent:

- (a) agrees to cooperate fully with the School to promote the child's education, including by involving themselves in the life of the School and being responsive to the School's concerns; and
- (b) agrees to ensure they and their child familiarise themselves and comply with the School's codes of conduct, directions, policies, procedures, rules and values as published and amended by the School from time to time at its absolute discretion.

### 5.2 Each parent will do all things reasonably necessary during the enrolment period to ensure the child:

- (a) upholds the School's ethos, reputation and values;
- (b) is well-groomed, wears the school uniform at all times as per the expected standards, and complies with the School's appearance standards;
- (c) arrives at school on time, attends all classes and is prepared for study;
- (d) completes assessments and examinations, and performs homework, when asked to do so;
- (e) attends school-related activities, camps, excursions, events and retreats;
- (f) participates fully in all aspects of the life and programs of the School;
- (g) cares for all School buildings, furniture, property and equipment;
- (h) does not leave the School grounds during school hours, except as authorised by the School from time to time;
- (i) does not possess, use, distribute or sell illegal or illicit substances (including tobacco, personal vaping devices (regardless of whether they contain nicotine), medication (unless used in accordance with a prescription), drugs or alcohol, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances, whilst on school grounds, travelling to and from the School, or participating in School-related activities; and
- (j) is familiar and complies with the School's codes of conduct, directions, policies, procedures, rules and values as published and amended by the School from time to time at its absolute discretion.

## 6 School Fees

### 6.1 The School publishes in advance of each school year fees and charges schedules (depending on enrolment type) setting out:

- (a) tuition fees and course levies, and other charges and levies (including without limitation in relation to camps and ICT), imposed by the School for that school year (collectively, the **School Fees**) in relation to a student's enrolment at the School;

- (b) due dates for payment (which may be in advance or arrears);
- (c) the withdrawal notice deadline for the relevant school year;
- (d) discounts that may be applicable to School Fees;
- (e) payment methods and payment arrangements; and
- (f) other relevant matters (including in relation to consequences for non-payment).

6.2 The terms of the fees and charges schedules are at the School's absolute discretion, and subject to change annually. However, the School will not vary those terms retrospectively.

Where practicable, the School will endeavour to provide parents with notice of the following school year's fees and charges schedules (and any amended Terms and Conditions) by no later than twenty eight days before notice of withdrawal is required for Term 1 of the following year in accordance with clause 7.1.

6.3 Unless otherwise agreed in writing with the Principal or the Business Manager, each parent agrees:

- (a) to be jointly and severally liable for the payment of all School Fees imposed by the School during the child's enrolment;

*Note - Each parent must agree to be jointly and severally liable, unless the School accepts a Change of Financial Responsibility Form (a copy of which is available from the Business Manager). The School may request evidence from a parent in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability.*

- (b) to pay all School Fees imposed by the School by the due dates, and in accordance with the payment terms, set out in the relevant fees and charges schedule which apply during the child's enrolment; and
- (c) that School Fees imposed by the School are payable during any period in which the child is enrolled and absent from the School; and
- (d) that School Fees are not ordinarily refundable. However, the Principal may, in their sole discretion, consider, grant or deny a request for a refund by a parent.

6.4 The School's fees and charges schedule is not an exhaustive list of fees, charges and levies that apply during the child's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. Co-curricular Activities), or for goods which the child or the child's parents purchase via the School (e.g. textbooks), and written details of these will be communicated to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.

6.5 The School operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments if it is to deliver a quality education for students. In the event that any School Fees (or any other fees, charges and levies) imposed by the School are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment then the School may in its absolute direction:

- (a) refuse the student and any sibling's participation in Co-curricular Activities;
- (b) withhold student reports and other information or documents;

(c) suspend and/or terminate the enrolment of the child and any sibling(s); and/or

(d) commence debt recovery action.

- 6.6 School Fees continue to apply to all enrolled students without reduction or offset during any period of remote learning.
- 6.7 School Fees continue to apply to all enrolled students without reduction or offset during any period where a reduced program is agreed.
- 6.8 Each parent agrees to jointly and severally indemnify the School for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by the School.
- 6.9 The School may in its sole and absolute discretion charge (and each parent agrees to jointly and severally pay) an administration fee on any amount of School Fees (or any other fees, charges and levies imposed by the School pursuant to these Business Terms and Conditions) that remain unpaid for 28 days after they fall due for payment.

## **7 Withdrawal or Termination of Enrolment**

- 7.1 Parents acknowledge that due to the ongoing nature of a child's enrolment, the School commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections. Accordingly, the School requires reasonable notice of a student's withdrawal having regard to the administrative, financial, industrial and practical cost and inconvenience that the School needs to manage when a student is withdrawn (even in circumstances where the School operates a student waiting list). In this regard, it will generally be more difficult for the School to fill a vacant place of enrolment the closer a student is withdrawn to the commencement of a new school year.
- 7.2 In the event that a child's enrolment is withdrawn prior to commencement, the first school term's fees payable in advance will not be refundable.
- 7.3 To withdraw a child's enrolment after commencement (whether on a permanent or temporary basis), the child's parents must give at least a full school term's written notice to the Principal and the Registrar. This means that the Principal and Registrar must receive notice in writing from both of the child's parents (unless one parent has legal decision-making capability for the child) by no later than:
- (a) where the child's enrolment will conclude on the last day of a school term: the last day of the school term prior (for example for the withdrawal of a student at the end of the Term 3, notice must be given before the last day of Term 2);
  - (b) where the child's enrolment will conclude prior to the commencement of or during a term: the last day of the term before the last full term of attendance (for example for the withdrawal of a student in week 2 of Term 4, notice must be given before the last day of Term 2);
  - (c) the exception being notice of withdrawal for the following school year: the notice deadline be set out in the fees and charges schedule.
- 7.4 If notice is not given in accordance with this clause 7.3, the withdrawn child's parents each agree to jointly and severally pay to the School in lieu of such notice the full amount of School Fees (and any other fees, charges and levies) imposed by the School for the period up to the end of the first full school term

following the period during which notice ought to have been given that the child would not be commencing enrolment, or would be ceasing enrolment, with the School.

*Note – This means that if a student is withdrawn without proper notice during the middle of a term, the student's parents must pay both that term and the next term's School Fees (and any other fees, charges and levies) imposed by the School.*

The process in clause 3 also applies in respect of a student's leave of absence from the School for periods of one school term or greater. If the leave of absence is approved by the School in its absolute discretion:

- (a) This period will be subject to a non-refundable holding fee equivalent to 25% of the applicable annual School Fees, paid in advance, for a maximum period of two years. If the holding fee is not paid when it falls due, the School may terminate the student's enrolment with immediate effect.
- (b) This holding fee is a one-off payment to retain the student's place and is not deducted from future invoices issued by the School.
- (c) The student's enrolment will resume upon the conclusion of the approved leave of absence provided the requirements in clause 7.2 and paragraph (a) above are satisfied.

*Note – This clause does not intend to cover circumstances where a student is temporarily absent due to illness, or physically away from the School but has their schoolwork supplied and/or assessed by School staff (for example, during periods of remote learning, suspension of education, or an extended family holiday). In such cases, full fees are to be paid during the time the student is absent.*

7.5 The School may terminate the child's enrolment and the enrolment of any sibling (with or without notice) where, in the Principal's (or in relation to paragraph (a) below, the Business Manager's) reasonable opinion, any of the following apply:

- (a) a parent fails to pay School Fees (or any other fees, charges and levies) imposed by the School by the due date, or in accordance with the payment terms, which apply during the child's enrolment;
- (b) a parent otherwise breaches these Business Terms and Conditions;
- (c) the child (or one of the child's parents, or a sibling enrolled at the School) has acted inconsistently with the School's expectations as set out in its codes of conduct, policies, procedures, rules or values, or has breached a reasonable direction of the School;
- (d) the School is not satisfied it can meet the needs of the child including, for example, because the child is not benefitting from the curriculum, courses or programs provided by the School;
- (e) the School is not satisfied that there remains sufficient trust and confidence between the School and the child's family for an effective enrolment relationship; or
- (f) as otherwise provided for in the Business Terms and Conditions.

7.6 All outstanding School Fees (and any other fees, charges and levies) imposed by the School, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the child's last day of enrolment.

- 7.7 In the event of suspension or termination by the School, under these Business Terms and Conditions there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by the School.

## **8 Change of Details**

- 8.1 Each parent must immediately inform the School of any change in the child's or a parent's postal address, email address, telephone numbers, and/or family circumstances.
- 8.2 Parents must notify the School immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the School (or which the School may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).
- 8.3 Parents agree 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:
- (a) Both parents agree in writing (even where only one parent has signed the Business Terms and Conditions).
  - (b) The School is provided an Order of the Court which permits the child's name change.
  - (c) The School believes other special circumstances exist (for example, those relating to gender identity).

## **9 Communication, Instructions and Emergencies**

- 9.1 Parents acknowledge that the School reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety and welfare, having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.
- 9.2 Despite clause 9.1, any notice given by the School to any one of the child's parents will be deemed to be given to all parents. Notice can be given by email, hand, prepaid post, in the School newsletter, on the School website, or via the child (eg. a note in the student diary).
- 9.3 Similarly, should the School require instruction, authority or direction on any issue concerning the child then the School may act upon the instruction, authority or direction of any one of the child's parents and having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.
- 9.4 In the event of any medical or other emergency arising in respect of the child then, should the School consider it impracticable to communicate with the child's parents, each parent authorises the School to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parent agrees to jointly and severally indemnify the School in respect of any reasonable costs and expenses which the School incurs as a result of the School taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

## **10 Information/Special Needs**

- 10.1 The School is an inclusive school, and will comply with its statutory obligations regarding special needs (including in relation to reasonable adjustments). Special needs include allergies, health conditions,

physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements and needs of a medical, psychological, health or dietary nature.

- 10.2 Each parent must inform the School of all special needs the child has (or has had) which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare of others) and provide to the School all reports, assessments and information in relation to those needs.
- 10.3 If a parent fails to inform the School of any special needs in relation to the 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 Business Terms and Conditions).
- 10.4 Each parent agrees that they will immediately inform the School should their child develop special needs, or should the special needs of the child change, either before or during the child's enrolment at the School.
- 10.5 Where a parent promptly informs the School of their child's special needs, or where a child's special needs develop or change, then the School will discuss those special needs with the child's parents as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. The School will then assess whether it has the capacity and resources to provide a safe and fulfilling learning environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments. Parents should refer to the Parent Handbook for further information on the School's Learning Support Procedures.
- 10.6 If subsequently the School considers, in its reasonable opinion and subject to its legal obligations, that the School cannot meet the special needs of the child then:
  - (a) the School may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
  - (b) the child's parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).

## **11 Discipline**

- 11.1 The School's codes of conduct, directions, policies, procedures, rules and values apply to conduct of a student both inside and outside the School, and whether or not the conduct is connected to School activities.
- 11.2 The School is responsible for determining when conduct of a student warrants discipline and may apply such discipline (including suspension and expulsion of a child's education or enrolment) as the School, in its absolute discretion, considers appropriate having regard to the child's conduct and the School's codes of conduct, directions, policies, procedures, rules and values.
- 11.3 The School seeks to maintain an environment that is safe for all students and in which learning can take place. Parents agree that the Principal or the Principal's delegate may search a student's bag, locker, desk or other possessions to investigate a student discipline matter, where the School (acting reasonably) considers there are reasonable grounds to do so.

- 11.4 The School also reserves the right to suspend a student's education and/or enrolment whilst investigating a potential breach of the School's codes of conduct, directions, policies, procedures, rules or values.
- 11.5 Parents and students are expected to respect any decisions made by the School in relation to this clause 11.

## **12 Loss of Property and Insurance**

- 12.1 Students must care for the property of others including the School's buildings, furniture and equipment. Each parent agrees to be financially responsible for any property damage caused by their child at the School or while participating in School-related activities. Each parent is also financially responsible for the replacement or repair of any School issued equipment or device.
- 12.2 It is impossible for the School to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the School or to School-related activities is at the sole risk of the child and their parents. The School accepts no liability for loss or damage to personal property of the child, however that may occur, and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.
- 12.3 Although the School may have limited personal accident insurance in respect of its students involved in official School activities, the School does not generally insure the personal property of students and their parents. It is the responsibility of each child's parents to arrange such personal accident insurance as they consider appropriate.
- 12.4 From time to time, the School may provide bag areas, lockers, desks and work areas for the child's use. These areas remain the property of the School, and are provided with the understanding the School has the right to access such property at any time it deems necessary.

## **13 GST**

- 13.1 Where possible the School Fees (and any other fees, charges and levies) imposed by the School will be quoted on a GST inclusive basis. If GST subsequently becomes payable in respect of any part of any fees, charges and levies imposed by the School then the School reserves the right to increase those fees, charges and levies at any time.

## **14 Personal Information**

- 14.1 The School handles personal information in accordance with its Privacy Policy, as published and amended by the School from time to time. Each parent agrees that they have read and understood the Privacy Policy. The School's Privacy Policy is available on the School's website.
- 14.2 Each parent acknowledges that:
- (a) their child may be photographed or recorded at School or while participating in school-related activities;
  - (b) they authorise the School to photograph or record their child (and the parent when attending School-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (eg. drama and music), magazines and newsletters, official posts

on the School website or social media pages, and any websites on which a school event is broadcast or live streamed); and

- (c) even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded School-related activity or event).

14.3 The School may also collect personal information, including sensitive information about prospective students their parents, and parents understand:

- (a) this may involve the School making enquiries and obtaining information from third parties such as credit providers, medical practitioners, government departments, and financiers;
- (b) the School may use any information obtained as deemed necessary; and
- (c) the School may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including with regard to the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles (if applicable).

## **15 Circumstances Outside the School's Control**

15.1 Where a school campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, the School may require the child to attend an alternative campus or facility, or participate in online learning. The inability of the School to provide the child with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of the School.

15.2 The School is otherwise not liable to parents for any failure to perform an obligation under these Business Terms and Conditions, provided that the School has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:

- (a) is beyond the reasonable control of the School; and
- (b) makes performance of that obligation impossible (e.g. act of God, pandemic, natural disaster, or act of terrorism).

## **16 General**

16.1 Please note that while compliance by the child and their parents with these Business Terms and Conditions is required, the School's codes of conduct, directions, policies, procedures, rules and values do not form part of these Business Terms and Conditions.

16.2 If a provision in these Business Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable:

- (a) that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

- (b) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Business Terms and Conditions.

16.3 These Business Terms and Conditions will be governed by the laws in force in the State of Victoria.

16.4 A child's parents agree that:

- (a) the School will not be liable to any of the parents for any indirect or consequential loss, or any loss of profit, suffered by a parent arising out of a breach by the School of these Business Terms and Conditions;
- (b) a parent will not be entitled to set off against or deduct from the School Fees (or any other fees, charges and levies) imposed by the School, any amount owed or claimed to be owed to that parent by the School; and
- (c) a parent will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by the School, because part of that amount is disputed by the parent.

16.5 Nothing in these Business Terms and Conditions 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.