



Enrolment Agreement

Early Learning Centre, Junior School and Senior School

The Parent/s or legal guardian/s named in this Enrolment Agreement agree to the following terms and conditions in respect to the enrolment of the Student at Mentone Girls' Grammar (MGG):

Acceptance of enrolment

1. The Parent accepts the offer of enrolment by MGG for the Student to commence at the start of the Entry Year Level (or such other date as agreed in writing) and continuing until completion of Year 12 or until the Student is otherwise withdrawn or removed from the school by the Parent or the Student's enrolment is otherwise cancelled by MGG.
2. Enrolment in the school implies agreement to participate in all school activities which MGG deems to be compulsory for students, which may include but is not limited to excursions, religious education classes and Year level camps.
3. Any enrolment or commencement fees paid by the Parent will not be refundable in the event that the Student's enrolment is cancelled before the Student commences at MGG.
4. A request to defer or change the Student's initial year of entry will result in a new date of application and placement on the Application list without a guarantee of enrolment in the requested deferred or changed year of entry.
5. A vacancy will not be guaranteed if the Student is unable to commence at the start of the Entry Year Level or if the Student leaves the school after commencing for an extended period of time. However, where possible, MGG will provide priority to the Student for any vacancy at a later commencement date or upon request to return to the school.

Educational services

6. MGG will provide for the benefit of the Student such of the Educational Services it considers appropriate in accordance with its curriculum and as it may determine from time to time.
7. MGG will publish the Educational Services it offers from time to time. The course offerings, including curricular and co-curricular courses and programs will be determined by MGG in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods and processes and other services affecting its students.
8. The Parent acknowledges that MGG 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.
9. MGG may require students to move to school-based remote or on-line learning arrangements on a temporary basis, including learning from home, if MGG considers it necessary or appropriate to do so because, but not limited to, concerns about student or public health and safety, a public health order or declared state of emergency in Victoria.



Provision and use of information

10. The Parent will provide full, frank, timely and ongoing disclosure of all information relevant to the Student's attendance at the school, including contact details, living arrangements and personal information regarding the Student's health, disability (if applicable) and any medical needs.
11. The Parent will keep MGG informed at all times of their current contact details, including email addresses, and consents to the use of those contact details and other personal information of the Parent to the extent necessary to enable MGG to administer and undertake its programs and functions and to facilitate communication between the Parent, MGG and any parent association or representatives.

Fees

12. The Parent agrees to pay all Fees billed by MGG and to comply with the terms of the Fee Schedule including terms and conditions regarding payment of fees, including the due dates for payment of accounts.
13. The amount outstanding on any account from MGG will accrue interest from the due date until it is paid at the rate set out in the Fee Schedule (if any).
14. If there is more than one Parent, they each agree to be jointly and severally liable for the payment of all Fees to MGG in respect of the enrolment of the Student, and that they remain jointly and severally liable irrespective of any other arrangement that may be reached between them, whether legally binding or otherwise, and irrespective of any change in their relationship with each other.
15. Without prejudice to any other action or steps MGG may take, while any Fees remain unpaid after their due date for payment, MGG may, in its sole discretion, withhold any of the Educational Services from the Student and any sibling, or suspend the enrolment of the Student and any sibling, until the full amount outstanding is paid in full.
16. MGG may in its discretion cancel the enrolment of the Student and any sibling if any Fees remain unpaid after their due date.
17. Any failure, delay, or indulgence of MGG in favour of the Parent in relation to the payment of any Fees or amounts owing to MGG is not a waiver of the rights of MGG in respect of such payment or its rights under this Agreement.
18. The Parent indemnifies MGG in respect of any costs or charges incurred by it, including legal costs on an indemnity basis, in relation to any debt recovery action taken by MGG to recover any unpaid Fees or amounts.
19. MGG will update and publish the Fee Schedule for the next school calendar year before the end of the current school calendar year but aiming to do so by the end of Term 3 in that year.



Policies and codes of conduct

20. The proper, safe, and lawful conduct of the educational services provided by MGG, including the provision of safe school environments for its students, staff and visitors, requires MGG to publish school policies, rules and procedures from time to time. The Parent agrees to comply with all policies, rules and procedures of MGG (as introduced, existing or amended from time to time), and to ensure that the Student also complies with such policies, rules and procedures, including those relating to:
 - a. The care, safety, and welfare of students.
 - b. Standards of dress, uniform, and appearance.
 - c. Equal opportunity and anti-discrimination.
 - d. Grievances and complaints.
 - e. Management of student behaviour and conduct and the discipline of students.
 - f. Privacy and confidentiality.
 - g. Parent behaviour and conduct.
 - h. Use of social media and of MGG's information, communication, and technology systems.
 - i. Medical conditions and infectious diseases.
 - j. Incidents, injuries, trauma and illness.
 - k. Delivery of children to and from the ELC where required.
 - l. Acceptance and refusal of ELC authorisations.
21. Students must comply with all school policies, rules, and procedures applicable to them (as introduced, varied or amended from time to time) including those policies concerning student behaviour and conduct.
22. The Parent agrees to comply with any parent or community code of conduct or policy from time to time of MGG concerning parent behaviour and conduct that sets out its expectations of parents who have students enrolled with MGG. The Parent agrees that any breach of such a code or policy may result in the MGG taking such steps as it may lawfully do to deal with the Parent's behaviour or conduct, including but not limited to cancellation of the enrolment of the Student and any sibling.
23. The Parent acknowledges that MGG is established to advance education by providing a broad educational program (including religious education) which balances academic success with character development in conformity with the ethos of the Anglican Church of Australia. The Parent agrees to always act respectfully towards the ethos of MGG.
24. At all times, a high standard of behaviour is expected of the students of MGG inside and outside the school. The Parent is required to reinforce the need for the Student to comply with any student code of conduct and to act in the interests of the school.



Student withdrawal and absence

25. The Parent is required to give to MGG one full Term's prior notice in writing to the Principal of their intention to withdraw the Student's enrolment, otherwise one Term's tuition fees in lieu of such notice will be payable.
26. If the Student leaves during a Term no refund of Fees will be made for the remaining portion of the Term.
27. MGG may cancel the Student's enrolment at any time by giving notice of such cancellation to the Parent on the grounds of:
 - a. The Student's unsatisfactory conduct, behaviour or attitude while attending school.
 - b. The Student's school or class attendance is unacceptable.
 - c. The Student engages in misconduct or breaches a policy of MGG which the Principal considers to be serious, including a breach of any [Student Code of Conduct](#).
 - d. 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 MGG.
 - e. A mutually beneficial relationship of trust and cooperation between the Parent and MGG or any of its staff has broken down such that it adversely impacts on the ability of MGG to provide a meaningful education to the Student.
 - f. The behaviour or conduct of the Parent towards MGG or to any of its staff breaches any [Parent Code of Conduct](#).
 - g. 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 MGG.
28. The Principal may direct the Student to be on a period of welfare leave and not attend at school and/or any school events or activities if the Principal reasonably believes that such leave is required in the best interests of the Student, other students and/or MGG staff. The reasons for welfare leave may include, but are not limited to, the Student suffering from an illness or injury where the Principal reasonably considers that the Student should take time for treatment or convalescence away from the School, or where the Student's continuing attendance at school in the short term presents a risk to her welfare, health and/or safety.
29. No allowance or remission of fees will be made for absences of the Student occasioned through illness or any other cause (including welfare leave). MGG may in its absolute discretion provide fee remission or concession for temporary student absences subject to the terms and conditions set out from time to time in the Fee Schedule or in a policy dealing with student absences.

Personal property

30. The Parent agrees that MGG 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 MGG's premises or premises occupied by it.



Images

31. The Parent gives 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 Principal otherwise in writing.

Medical

32. The Parent will advise MGG of the Student's medical history and medical needs from time to time, including dispensing medicines, that are relevant to the Student's attendance at school including any significant illness or disability suffered or developed by the Student while enrolled and will keep MGG informed of all updated information on a timely basis.
33. MGG is authorised to obtain or provide such emergency or urgent medical treatment, medical assistance or first aid for the Student as may be deemed necessary in the circumstances by MGG's staff members.
34. The Parent will be responsible for any costs or charges incurred by MGG as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility.

Special needs

35. The Parent must inform MGG prior to accepting the offer of enrolment and at all times after of any disability or specific learning or behavioural needs that the Student may have and of which MGG should be aware. The Parent must also advise of any adjustments or specialised support services the Parent considers should be made available by MGG to ensure that the Student is able to access its curriculum and educational programs and facilities.

Court orders

36. The Parent must provide and disclose to MGG on a timely basis copies of any family court or other court orders (including intervention or personal safety orders) that apply to or impact or relate to the Student and of which MGG should be made aware. This includes orders concerning the parent or person with whom the Student lives and the rights of the Parent in relation to decisions concerning the Student's education and day-to-day issues.
37. The Parent must always act in accordance with any relevant court orders in their dealings with MGG.

Australian Consumer Law

38. 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.

General matters

39. This Agreement is governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.
40. 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.

41. MGG 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 MGG of this Agreement.
42. Where more than one Parent has entered into this Agreement, they shall each be responsible for complying with all the obligations imposed on them by these terms and conditions, in addition to being jointly and severally liable for the payment for all Fees.
43. The Parent will not be entitled to set off against or deduct from the Fees any amount owed or claimed to be owed to the Parent by MGG or to be entitled to withhold payment of any account, including because part of the account is in dispute.

Definitions

44. The following definitions apply to this Enrolment Agreement:

Educational Services are the educational courses or programs and the facilities and services provided by MGG from time to time for the benefit of its students which are set out in more detail in the *Curriculum Handbooks* for each Year from Prep to VCE (Years 11 & 12) published on its website and/or provided to the Parent (which may be amended from time to time at its sole discretion).

Fees include all fees, charges, special or other fees which are payable in relation to the enrolment of the Student, including annual tuition fees and consolidated charges as outlined in the *Fee Schedule* published by MGG prior to the commencement of each calendar school year, and any other separate costs or charges for the Student's participation in any co-curricular activities or events that are separately charged by MGG.

MGG means Mentone Girls Grammar School ACN 004 261 527 of 11 Mentone Parade, Mentone in Victoria and references to **school** are to the school conducted by Mentone Girls Grammar School.

Parent means the parent/s or legal guardian/s of the Student as named in this Agreement and, where there are two parents or legal guardians, then **Parent** is a reference to each of them jointly and severally.

Principal is the person holding the position of Principal of MGG, or the person acting in that role from time to time, and who is appointed to the most senior leadership position in the school.

Student is the student named in this Agreement.

Term is the period of weeks in a school calendar year that are designated and published by MGG as Terms during which students are required to attend school during a school year (currently there are four Terms in the school calendar year).



Student details	
Full name:	Entry Year Level:

Parent 1 / Guardian 1:	
Full name:	Date:
Signature:	
Email:	
☐ I accept the offer of enrolment on these terms and conditions of enrolment.	

Parent 2 / Guardian 2:	
Full name:	Date:
Signature:	
Email:	
☐ I accept the offer of enrolment on these terms and conditions of enrolment.	

☐ I/We confirm that the Admission fee has been paid.
