BUSINESS REGULATIONS AND ENROLMENT AGREEMENT

1. PARTIES

This Business Regulations and Enrolment Agreement ("Agreement") is made between:

Mentone Girls' Grammar School ABN 88 004 261 527 ("**School**"); and

Parent(s) / Legal Guardian(s) identified in the Enrolment Form ("**Parent**"),

in respect of the enrolment of the Student at the School.

Where more than one Parent executes this Agreement, each Parent shall be jointly and severally liable for all obligations arising under this Agreement.

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2. APPLICATION AND OFFER OF ENROLMENT

2.1 Application

An application for enrolment must:

- Be submitted in the form prescribed by the School
- Must include all requested documentation
- Be accompanied by the applicable non-refundable Application Fee

2.2 Disclosure Obligations

The Parent confirms all information provided is complete, accurate and current.

The Parent must disclose information relevant to the Student including:

- Educational needs
- Disability information
- Medical conditions
- Psychological conditions
- Behavioural support requirements
- Court orders
- Wellbeing concerns
- Safety concerns

This obligation continues throughout enrolment**.**

2.3 Offer of Enrolment

Any offer of enrolment is made at the sole and absolute discretion of the School and is subject to:

- Availability of places
- Completion of any interview, assessment or other admission requirement determined by the School
- Acceptance of any offer within the timeframe specified by the School

The School may:

- Interview applicants
- Conduct assessments
- Seek educational reports
- Seek specialist reports
- Request further information

The School may decline enrolment at its absolute discretion and is not required to provide reasons.

2.4 Acceptance of Offer

An offer of enrolment shall not become effective until:

- This agreement is duly executed by the Parent/s
- All documentation is completed and submitted to the School
- The non-refundable Admission Fee has been paid in full

Please Initial Each Page _____ _____

2.5 Holding Deposit
Where a Holding Deposit is required the holding deposit:

- Must be paid by the date specified by the School.
- Will be credited against future Fees; and
- Will be forfeited if the Student does not commence enrolment at the School.

2.6 Withdrawal of Offer
The School reserves the right to withdraw an offer of enrolment at any time before acceptance.

3. NATURE OF ENROLMENT

3.1 Commencement and Duration
Enrolment shall commence on the agreed commencement date and continue until completion of Year 12 unless withdrawn or terminated earlier in accordance with this Agreement.

3.2 Continuing Conditions of Enrolment
The Student's enrolment is conditional upon ongoing compliance with:

- This Agreement.
- Satisfactory Conduct
- Satisfactory attendance
- Academic engagement
- School policies and procedures
- Timely payment of fees

The School does not guarantee a Student's progression from one year level to the next. Continued enrolment and progression are subject to the Student meeting the School's academic, behavioural, attendance and other enrolment requirements, as determined by the School from time to time.

3.3 Deferral Requests
Any request to defer commencement shall be treated as a new application and does not guarantee the availability of a place.

4. EDUCATIONAL SERVICES AND SCHOOL OPERATIONS

4.1 Provision of Educational Services
The School will use reasonable endeavours to provide educational services consistent with its philosophy, strategic objectives and registration requirements

4.2 School Discretion
The Parent acknowledges that the School retains absolute discretion regarding:

- Curriculum
- Assessment
- Timetables
- Staffing
- Class structures
- Co-curricular programs
- Camps and excursions
- Wellbeing programs and pastoral care programs
- Educational technologies
- School facilities

The School may, where reasonably necessary, modify its programs, curriculum, staffing, facilities, timetables, educational delivery methods or operational arrangements.

The School may implement remote learning, hybrid learning, online learning or other alternative educational arrangements where reasonably necessary due to operational, educational, health, safety, emergency or regulatory requirements.

4.3 Academic Outcomes
To the fullest extent permitted by law, the School does not warrant or guarantee any academic outcome, achievement or performance level.

5. FEES AND CHARGES

Fees and charges are billed in advance in four equal instalments. School accounts are normally posted two weeks prior to the beginning of each Term. The School Council, on an annual basis, determines school fees and charges for the following school year and parents are advised in Term 4. Accounts are payable within 14 days from the date of issue. A Late Payment Fee of $100 per student, per calendar month, may apply if a payment is not received by the School by the relevant due date and you may also be liable for any collection costs.

5.1 Obligation to Pay

The Parent agrees to pay all Fees and Charges in accordance with:

- This Agreement
- The School's Fee Schedule as amended from time to time

5.2 Fees

Fees include, but are not limited to:

- Tuition Fees
- Consolidated Charges

5.3 Payment of Fees

Fees are invoiced a school term in advance and payable strictly by the due dates notified by the School.

5.4 Fees Paid in Advance

A discount of 3% applies to a full year's Net Tuition Fees paid in advance by the date notified by the School for payment of first-term fees for the relevant academic year.

Parents wishing to utilise this arrangement should contact the School's Finance Office.

5.5 Unpaid Fees

Where fees remain unpaid the School may:

- Charge a fee
- Charge recovery costs
- Suspend payment plans
- Refuse participation in class
- Refuse participation in optional activities
- Withhold academic reports and other student records to the extent permitted by law
- Decline re-enrolment
- Terminate enrolment

The Parent remains liable for all collection costs reasonably incurred.

Outstanding amounts become immediately payable upon withdrawal or termination and must be paid within 14 days unless otherwise agreed.

5.6 Variation of Fees

The School may vary Fees and charges at its absolute discretion and shall provide reasonable notice of any increase.

5.7 No Set-Off

The Parent must not withhold, deduct or set off any Fees payable under this Agreement.

5.8 Recovery Costs

The Parent indemnifies the School against all reasonable costs, expenses and legal costs (on a full indemnity basis) incurred in recovering overdue Fees.

6. SCHOLARSHIP AND BURSARY CONCESSIONS

6.1 Scholarship Conditions

Scholarships are granted at the School's absolute discretion and remain subject to ongoing compliance with all applicable scholarship conditions.

6.2 Bursary Conditions
Bursaries are granted at the School's absolute discretion and remain subject to ongoing compliance with all applicable bursary conditions.

6.3 Repayment of Benefits
If the Student ceases enrolment prior to completion of Year 12, the School may require repayment of all, or part of any scholarship or bursary benefit received.

7. DISCOUNTS

7.1 Eligibility
Discounts and concessions, including sibling and alumnae discounts, are subject to eligibility requirements contained in the School's Enrolment Policy and as determined by the School from time to time.

7.2 Discount Categories
Subject to eligibility, the following discounts and rebates may apply:

a) Alumnae Rebate

- A 10% discount on tuition fees applies to eligible alumnae families.

This discount is available where the Student is the daughter or granddaughter of a former student of the School. The discount will be applied to all eligible students.

To be eligible for the Alumnae Discount, parents must notify the School and provide satisfactory proof of eligibility. The Alumnae Discount is not applied retrospectively and will only apply from the date eligibility is confirmed by the School.

b) Sibling Discount

- A 10% discount on tuition fees applies for a second sibling currently enrolled at the School.
- A 25% discount on tuition fees applies for a third sibling currently enrolled at the School.
- A 50% discount on tuition fees applies for a fourth and each subsequent sibling currently enrolled at the School.

c) Mentone Grammar Sibling Discount

- A 10% discount on tuition fees is available for a student whose brother currently attends Mentone Grammar.

This discount is not available where the family is already receiving a sibling discount for a sibling attending Mentone Girls' Grammar.

Supporting documentation will be required annually to verify eligibility.

7.3 Multiple Discounts
With the exception of the Alumnae Discount, only one discount or concession may be applied in respect of a Student at any one time, unless otherwise approved by the School in its absolute discretion.

8. CONSOLIDATED CHARGES

The Consolidated Charge covers compulsory costs associated with the School curriculum, including but not limited to:

- Compulsory School camps
- Excursions
- Incursions
- Curriculum materials
- Health centre attendance
- Student insurance
- IT support
- GSV Sport

The School will advise Parents of any additional charges associated with optional programs not covered by the Consolidated Charge, including but not limited to:

- Private music tuition

- International tours
- Exchange programs
- Extra-curricular sport
    - Community Netball
    - Aerobics, Dance and Glee
- Booklists
- VET Subjects
- Highly Specialised VCE Subjects (Year 10 – 12)

9. PAYMENT DUE DATES

9.1 Fees Due

Fees and Charges are payable in advance and must be paid by the due dates specified in the School's Fee Schedule or invoice.

9.2 Parent Responsibility

The Parent remains responsible for payment of all Fees and Charges by the applicable due date whether an invoice, statement or reminder is received.

10. PAYMENT METHODS

A number of payment methods are accepted by the School:

10.1 BillPay (BPAY)

Biller Code 44339. Your customer reference number - this is the account number shown on your school fee statement.

10.2 School Payment Portal

Payments can be made directly to the School via the School Website (Linked) or the MConnect (Linked) portal.

Cash payments are not accepted.

11. PAYMENT PLANS

All fees must be paid by the end of Term 3 regardless of commencement date.

11.1 Availability

The School may offer payment plans including:

- Term instalments (4 per year)
- Monthly instalments (max 10 per year)

11.2 Dishonoured or Declined Payments

Dishonoured or declined payments:

- Will incur an administration fee of $100
- May result in cancellation of the payment plan following repeated defaults

Any payment, which is declined by the bank, for any reason, will attract an administration fee passed on by the financial institution.

12. USE OF FEES

The Parent acknowledges that School Fee revenue may be applied to support broader School operations, including the operation of the Early Learning Centre.

13. PARENT OBLIGATIONS

The obligations in this Section are continuing obligations and apply throughout the Student's enrolment at the School.

The Parent agrees to:

- Support the School's values and ethos
- Comply with School policies
- Ensure the Student complies with School policies

- Maintain respectful communications
- Attend meetings requested by the School
- Support School disciplinary decisions
- Ensure regular attendance
- Support all compulsory educational programs
- Provide required equipment and resources
- Maintain current contact information
- Support School wellbeing programs
- Support child safety initiatives

The Parent acknowledges that the School is an open-entry Anglican school whose educational philosophy is informed by Anglican traditions and values. The School is committed to inclusion, diversity, respect, wellbeing and the provision of a supportive, values-based education.

Parents are responsible for payment for avoidable breakage or damage to school property caused by the student.

14. CHILD SAFETY ACKNOWLEDGEMENT

The School is committed to child safety and compliance with the Victorian Child Safe Standards.

The Parent acknowledges that child safety is a shared responsibility and agrees to comply with the child safety obligations and the School's Child Safety and Wellbeing Framework, as amended from time to time.

The Parent acknowledges that they have read, or have been given access to the:

- Child Safety and Wellbeing Policy
- Child Safety Code of Conduct
- Diversity and Inclusion Policy
- Parent Code of Conduct

The Parent agrees to cooperate with the School in relation to any child safety matter, concern, investigation or report involving the Student or a member of the School community.

15. HEALTH, MEDICAL AND SPECIAL NEEDS

The Parent must disclose all relevant information regarding:

- Medical conditions
- Disability information
- Learning difficulties
- Behavioural support requirements
- Mental health concerns
- Wellbeing Concerns
- Safety Concerns

The Parent must immediately notify the School of any change.

The School may request:

- Medical reports
- Specialist reports
- Psychological assessments
- Educational assessments
- Therapy recommendations
- Behavioural support plans

The Parent warrants all information supplied is accurate.

Failure to disclose relevant information may result in review or termination of enrolment.

16. EMERGENCY MEDICAL TREATMENT

The Parent authorises the School to:

- Administer first aid
- Obtain medical treatment
- Call an ambulance/arrange emergency transport
- Arrange hospital treatment

The Parent accepts responsibility for all associated costs.

17. COURT ORDERS

17.1 Disclosure of Orders

The Parent must promptly provide the School with complete and current copies of all court orders, parenting orders, intervention orders, family violence orders, custody orders or other legal documents relevant to the Student or the Parent's dealings with the School.

17.2 Ongoing Obligation

The Parent must immediately notify the School of any variation, suspension, expiry or replacement of any such order and provide the School with copies of the updated documentation.

17.3 Warranty

The Parent warrants that they will comply with all applicable court orders and legal obligations in their dealings with the School and in relation to the Student.

17.4 Reliance by the School

The School will rely upon the information and documentation provided by the Parent and will not be responsible for any consequence arising from the Parent's failure to disclose, or delay in disclosing, relevant orders or changes to those orders.

17.5 School Actions

Where the School reasonably considers it necessary to do so to comply with a court order, protect the welfare of the Student, or manage legal or operational risk, the School may take such action as it considers appropriate, including restricting communications, access to School premises, or participation in School activities.

18. ATTENDANCE AND EXTENDED STUDENT ABSENCE

The Student must attend School on all designated school days.

Extended leave requires prior written approval. Requests must include:

- Reason for absence.
- Duration.
- Supporting documentation.

18.1 Approval Required

The Parent must obtain the prior approval of the Head of School for any proposed Student absence of up to nine (9) consecutive School days, and the prior written approval of the Principal for any proposed Student absence of ten (10) consecutive School days or more.

18.2 Information

The Parent must provide such information and supporting documentation as the School reasonably requires regarding the reason for, and duration of, the proposed absence.

18.3 Fees During Absence

Unless otherwise agreed by the School in writing, all Fees and Charges remain payable during any approved period of absence. Where appropriate notice is given a 10% holding fee of each term's fees shall be applied.

18.4 Reservation of Place

The School may, at its discretion, reserve the Student's place during an approved period of absence and may impose such conditions as it considers appropriate.

19. CAMPS, EXCURSIONS AND CO CURRICULAR ACTIVITIES

The Student is expected to participate in compulsory educational activities including:

- Camps
- Excursions
- Incursions
- Sporting programs
- Wellbeing programs
- Assemblies
- Curriculum-based activities

No refunds will be provided for non-participation in camps, excursions or co-curricular activities.

20. TECHNOLOGY, ARTIFICIAL INTELLIGENCE AND DIGITAL PLATFORMS

The Student must comply with all Technology and Acceptable Use Policies.

Students may be required to access:

- Learning Management Systems
- Educational software
- Artificial intelligence tools
- Communication platforms
- Online assessment platforms

Parents acknowledge that third-party providers may have their own terms and privacy requirements.

21. SOCIAL MEDIA AND ONLINE CONDUCT

The Student must comply with all Social Media Policies.

Parents and Students must not:

- Publish confidential information
- Harass School staff
- Engage in cyberbullying
- Publish defamatory comments
- Damage the reputation of the School
- Misuse School branding or intellectual property

The School may take disciplinary action for breaches occurring on or off campus.

22. PRIVACY

The School collects, uses and discloses personal information in accordance with the:

- Privacy Act 1988 (Cth)
- School's Privacy Policy

The School collects personal information for educational, administrative, legal, health, wellbeing and child safety purposes.

Information may be disclosed to:

- Government agencies
- Education authorities
- Health practitioners
- Allied health providers
- Technology providers
- Camp providers
- Travel providers
- Sporting organisations
- Future schools

The Parent consents to such collection, use and disclosure as is reasonably necessary for the operation and administration of the School.

23. COMPLAINTS AND GRIEVANCES

23.1 Complaints Process
The Parent acknowledges that concerns, complaints or disputes relating to the Student's enrolment, educational services, School operations, staff, policies or decisions should be raised and managed in accordance with the School's Complaints Handling Policy as amended from time to time.

23.2 Good Faith Participation
The Parent agrees to raise concerns in a respectful and constructive manner and to participate in any complaints process in good faith.

23.3 School Procedures
The School will consider and respond to complaints in accordance with its applicable policies and procedures.

23.4 No Limitation on School Powers
The existence of a complaint does not relieve the Parent of their obligations under this Agreement, including the obligation to pay Fees and Charges when due, nor does it prevent the School from exercising its rights under this Agreement.

24. RISK AND LIABILITY

To the extent permitted by law, the School shall not be liable for:

- Loss of or damage to personal property
- Indirect or consequential damage
- Interruption to educational services arising from circumstances beyond the School's reasonable control

Nothing in this Agreement excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law which cannot lawfully be excluded.

25. WITHDRAWAL AND TERMINATION OF ENROLMENT

25.1 Withdrawal by Parent
The Parent may withdraw the Student by providing one full School Term's written notice.

Notice must be provided to the:

- Principal
- Enrolments Office.

25.2 Purpose of Notice Requirement
The Parent acknowledges that the requirement to provide not less than one full School Term's written notice of withdrawal is reasonable and necessary to enable the School to effectively manage enrolment numbers, staffing, class structures, curriculum planning, resource allocation and budgeting. The School incurs ongoing financial and operational commitments in reliance on a Student's continued enrolment, and the notice period provides the School with a reasonable opportunity to fill any vacant place that may arise from the Student's withdrawal.

25.3 Fee in Lieu of Notice
Failure to provide notice will result in payment of one term's tuition fees in lieu of notice. Any fees that remain outstanding are required to be paid in 7 days.

25.4 No Refund
No refund applies for part-term attendance unless required by law.

25.5 Termination by School
The School may suspend or terminate enrolment immediately or upon notice if:

- The Student's conduct, attendance or performance is unsatisfactory
- There is a serious breach of this Agreement or School policy
- Unpaid School Fees
- Breach of School policies

- Breach of the Parent Code of Conduct
- The relationship between the School and the Parent has irretrievably broken down
- The school can no longer reasonably meet the students' needs
- Continued enrolment is not in the best interests of the student or school community

Where practicable, the School will provide:
- Notice of concerns
- An opportunity to respond
- A meeting

The School may immediately terminate a Student's enrolment where the School reasonably considers that the Student's continued attendance presents a risk to the safety, wellbeing or education of the Student, other students, staff or members of the School community.

25.6 Finality of Decision
Subject to applicable law, the School's decision regarding termination is final.

26. SCHOOL POLICIES

26.1 Application of Policies
The Parent and Student acknowledge that enrolment is subject to compliance with the School's policies and procedures, as amended from time to time.

26.2 Relevant Policies
Without limitation, School Policies may include:
- Parent Code of Conduct
- Student Code of Conduct
- Child Safety and Wellbeing Framework and Policies
- ICT and Social Media Policy
- Mobile Phone Policy
- Photography and Videography Policy
- Any other policy notified by the School from time to time.

26.3 Breach of Policy
A breach of a School policy may constitute a breach of this Agreement and may result in disciplinary action, suspension or termination of enrolment in accordance with this Agreement.

27. REGULATORY COMPLIANCE

27.1 Registration
The School is registered with the Victorian Registration and Qualifications Authority (VRQA) and operates in accordance with all applicable laws and minimum standards governing school registration in Victoria.

27.2 Applicable Requirements

The Parent acknowledges that the School must comply with:
- The Education and Training Reform Act 2006 (Vic).
- The Education and Training Reform Regulations 2017 (Vic).
- Victorian Registration and Qualifications Authority requirements
- Child Safe Standards
- Ministerial Order 1359
- Ministerial Order 706
- Equal Opportunity Act 2010 (Vic)
- Privacy Act 1988 (Cth)
- Disability Discrimination Act 1992 (Cth)
- Australian Consumer Law

27.3 Compliance Directions
The Parent agrees to comply with reasonable directions issued by the School where necessary to:
- Maintain regulatory compliance
- Protect student safety, welfare and wellbeing

- Respond to public health requirements or emergency situations

27.4 Amendments

The School may amend its policies, procedures, Fee Schedule and this Agreement where reasonably necessary. The School will provide notice of any material amendment. Continued enrolment of the Student or payment of Fees following notice constitutes acceptance of the amendment.

The Parent acknowledges and agrees that continued enrolment of the Student, or payment of any Fees and Charges, following notice of an amendment to this Agreement, a School Policy, Procedure or Fee Schedule, constitutes acceptance of that amendment.

28. JOINT AND SEVERAL LIABILITY

28.1 Survival of Agreement

The person or persons signing this Agreement are liable (and jointly and severally liable if more than one) for all fees and charges payable to the School. This applies regardless of any changes in:

- The relationship between the co-signatories, including separation or divorce
- Child support arrangements
- Any private agreement with a third-party regarding payment of Fees

29 GENERAL

29.1 Governing Law

This Agreement is governed by the laws of Victoria, Australia.

29.2 Severability

If any provision of this Agreement is found to be invalid, unenforceable or illegal, that provision shall be severed and the remaining provisions shall continue in full force and effect.

29.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to the Student's enrolment and supersedes all previous discussions, representations, understandings and agreements relating to the Student's enrolment, whether written or oral.

29.4 Electronic Communications

The Parent consents to the School communicating with the Parent by:

- Email
- SMS
- Parent portals
- Electronic forms
- Electronic signatures
- Any other electronic communication method notified by the School from time to time.

Any notice, consent, approval, invoice or other communication sent electronically by the School will be deemed validly given and received on the date of transmission unless the School receives notification that delivery was unsuccessful.

30. DEFINITIONS

Educational Services means all educational, curricular, co-curricular and support services provided by the School.

Fees means all tuition fees, levies, charges and other amounts payable to the School.

Parent means each person who signs this Agreement and includes each signatory jointly and severally.

Principal means the Principal of the School or an authorised delegate.

Student means the individual enrolled under this Agreement.

Term means a designated School term.

31. CONTACTS

Admissions Office (enrolment enquiries)
Ph: 03 9581 1200
enrolments@mentonegirls.vic.au

Finance Office (payment enquiries)
Ph: 03 9581 1200
schoolfees@mentonegirls.vic.edu.au

32. EXECUTION

STUDENT DETAILS

Student Name: _____

Year Level: _____

Commencement Year: _____

SIGNED BY PARENT / LEGAL GUARDIAN 1

Name: _____

Signature: _____

Date: _____

SIGNED BY PARENT / LEGAL GUARDIAN 2 (if applicable)

Name: _____

Signature: _____

Date: _____

Office Use Only

SIGNED MENTONE GIRLS' GRAMMAR SCHOOL

Name: _____

Position: _____

Signature: _____

Date: _____