

Terms and Conditions of Enrolment and Boarding

1. Purpose of these Terms and Conditions of Enrolment and Boarding

- 1.1 These Terms and Conditions of Enrolment and Boarding set out the terms upon which a child is enrolled as a domestic or international student (and where applicable, boarder) at Caulfield Grammar School (the School).
- 1.2 Boarding provisions in these Terms and Conditions of Enrolment and Boarding only apply where the School has offered a place of boarding (and that offer has been accepted).
- 1.3 These Terms and Conditions apply to Parents and Legal Guardians (referred to as Parents for convenience) who have enrolled, or are seeking the enrolment of, one or more students at the School, to the extent applicable to the relevant stage of the enrolment process.
- 1.4 These Terms and Conditions include and operate with the School's Scale of Fees for both Domestic or Overseas Students (please refer to your applicable Scale of Fee Notice). The Scale of Fees table is a separate schedule which sets out the applicable annual Tuition Fee, State Payroll Tax Surcharge, Consolidated Charges, Boarding Fees, specific program charges, account rendering dates and other fee information.

2. Acceptance of Enrolment

- 2.1 By submitting an application for enrolment, accepting the School's offer of enrolment (and boarding, if applicable) for a child, signing or submitting a confirmation of enrolment, paying any applicable application or Confirmation of Enrolment fee, or causing a child to attend the School, each Parent acknowledges that they have read, understood and agree to be bound by these Terms and Conditions of Enrolment and Boarding for the duration of the child's enrolment, to the extent applicable.
- 2.2 A Parent who causes a child to attend the School for the purpose of receiving educational (and boarding, if applicable) services is deemed by their conduct to have accepted these Terms and Conditions of Enrolment and Boarding.
- 2.3 All Parents with parental responsibility for a child must agree to the terms in these Terms and Conditions of Enrolment and Boarding, unless the School provides written confirmation that it accepts otherwise. The School may request evidence from a parent in support of this arrangement prior to accepting an enrolment (and where applicable, admission to boarding) by only.
- 2.4 Each signatory to the Confirmation of Enrolment Form agrees that they are jointly and severally bound by these Terms and Conditions, including but not limited to payment of fees and charges and compliance with the School's rules, regulations, policies, procedures and directions. This joint and several liability continues despite any change in the relationship between Parents. Unless the School expressly agrees otherwise in writing, no account or billing will be split.

3. Confirmation of Enrolment Fee and Prepayments

- 3.1 The Confirmation of Enrolment Fee is a non-refundable and non-transferable fee for each student, consisting of:
 - (a) Enrolment Fee as detailed in the Scale of Fees;
 - (b) A pre-payment on the first instalment of the Tuition Fees as detailed in the Scale of Fees; and
 - (c) For ELC enrolments (Kindergarten and Pre Preparatory), an additional prepayment of the Preparatory year Tuition Fee as detailed in the Scale of Fees. This prepayment will be credited against the first instalment of Grade 1 Tuition Fees upon the student's completion of the Preparatory year. Should the student not complete the Preparatory year, this prepayment is non-refundable and non-transferable (ELC Pre-payment Amount).

3.2 In the event that a confirmed enrolment is subsequently withdrawn at the request of the Parents, the Parents may request the student be placed on the waitlist for a future year. If notice is given to the School by the 1st of June prior to the year of commencement, there will be no requirement to pay a second Confirmation of Enrolment Fee. If notice is given after the 1st of June prior to the year of commencement, while the Parents may request the student be placed on the waitlist for a future year, the Confirmation of Enrolment Fee will be forfeited. A further Confirmation of Enrolment Fee will be payable upon acceptance of any subsequent offer for the student to commence at the School.

4. Ongoing nature of these Terms and Conditions of Enrolment and Boarding

4.1 Once an offer of enrolment has been made and accepted, a child's enrolment is ongoing and will remain in place until such time as:

- (a) a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Terms and Conditions;
- (b) For ELC students, a child completes 3-year-old Kindergarten or 4-year-old Pre-Prep at the School if the School provides written notice no later than the last day of Term 2 that the student's education will not continue for 4-year-old Pre-Prep or Prep, respectively;
- (c) (c) for Prep students, a child completes the Prep year at the School if the School provides written notice no later than the last day of Term 3 in Prep that the student's education will not continue for Grade 1;
- (d) (d) a child completes a Year 12 education at the School.

4.2 The School reserves the right to alter these Terms and Conditions including Scale of Fees from time to time with reasonable notice (no less than 14 days) to meet changing circumstance. The School will publish the changes on the School's website and provide Parents with a communication advising Parents of the updated Terms and Conditions. For the avoidance of doubt, and without limiting what constitutes reasonable notice, Parents agree that any changes communicated on or before the beginning of term 4 for commencement in the following year are reasonable.

4.3 A Parent who agrees with these Terms and Conditions of Enrolment and Boarding in relation to an enrolled child at the School, also agrees to these Terms and Conditions of Enrolment and Boarding in relation to each of the Parent's children enrolled at the School at that time.

5. Education

5.1 Educational Services means the educational courses or programs and the facilities and services provided by the School from time to time for the benefit of its students, which are set out in more detail on its website and/or provided to Parents and which may be amended from time to time at the School's sole discretion. The School will provide for the benefit of students Educational Services it considers appropriate in accordance with its curriculum, as it may determine from time to time.

5.2 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.

5.3 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. The School decides on the Educational Services offered by the School and the subjects offered at each year level. There is no warranty or guarantee that Educational Services or subjects offered in one year will be available in another year. The School may cease offering any service or subject at its sole discretion.

6. Boarding

6.1 The School provides a boarding facility for students who are enrolled as boarders. The School's boarding facility offers students the ability to live away from home and in a setting that provides opportunities for personal growth, development and life skills such as time management, work ethic and independence. Items covered in Boarding Fees include, but are not limited to, accommodation, meals, basic linen, linen services and transport to School-based obligations held off-campus. From time to time, it might be appropriate for additional fees to be incurred. Where possible, the School will endeavour to advise parents about these fees.

6.2 Parents acknowledge that the School does not guarantee or represent any specific outcomes or level of facilities and services in relation to its boarding services.

Further information can be found in the School's Boarding Life Booklet. These documents do not form part of these Terms and Conditions of Enrolment and Boarding.

7. Support for the School

7.1 Each Parent:

7.1.1 acknowledges and agrees to support the School's traditions and values;

7.1.2 agrees to cooperate fully with the School to promote the child's education (and boarding, if applicable), including by involving themselves in the life of the School and being responsive to the School's concerns; and

7.1.3 agrees to ensure the child and the child's Parents familiarise themselves and comply with the Parent/Carer code of conduct, handbooks, directions, policies, procedures, rules and values as published and amended by the School from time to time at its absolute discretion.

7.2 Each Parent will do all things reasonably necessary during the enrolment period to ensure the child:

7.2.1 acts in accordance with and upholds the School's policies as well as the traditions and the School's ethos, reputation and values;

7.2.2 is well-presented, wears the school uniform at all times, and complies with the School's appearance standards;

7.2.3 arrives at school (and where applicable, boarding) on time, attends all classes and is prepared for study;

7.2.4 completes assessments and exams, and performs homework, when asked to do so;

7.2.5 attends school-related activities, camps, excursions, events and retreats (collectively, Co-curricular Activities);

7.2.6 participates fully (with regard to the child's needs) in all aspects of the life and programs of the School.

7.2.7 cares for all school buildings, furniture, property and equipment;

7.2.8 does not leave the school grounds during school hours, except as authorised by the School from time to time;

7.2.9 does not possess, use, distribute or sell illegal or illicit substances (including tobacco, e-cigarettes, 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;

7.2.10 does not pose a risk to their own health and safety, or the health and safety of others; and

7.2.11 is familiar and complies with the School's codes of conduct, behavioural standards, handbooks, directions, policies, procedures, rules and values as published and amended by the School from time to time at its absolute discretion.

The student's continued enrolment at the School is contingent upon the student and their Parents complying with these Terms and Conditions and the School's rules, regulations and policies (as amended from time to time). The terms of any rules, regulations and policies adopted by the School are incorporated into these Terms and Conditions, except to the extent that the School or its legal advisers determine otherwise.

8. School Fees, Charges and Payment Terms

8.1 The School publishes in advance of each school year a separate Scale of Fees for students, including boarding students. The Scale of Fees sets out the fee amounts, payment term and other annual fee information and is not reproduced in full in these Terms and Conditions.

Any enquiries pertaining to the Scale of Fees or these Terms and Conditions should be directed to the Finance Team at finance@caulfieldgs.vic.edu.au.

8.2 Fee setting – The School Council sets the Scale of Fees and may vary them from time to time in its sole discretion. Any variation will take effect once the School has given Parents reasonable notice.

8.3 Payment terms – All monies are payable within 14 days of an account being rendered. Payments will be applied to the oldest outstanding balance first. Concessions and discounts – Except in the case of the Lump Sum payment discount, as detailed in the Scale of Fees, only one concession or discount is applicable to any individual student, including but not limited to long-term attendance concessions, sibling discounts, scholarships and/or bursaries. In that event, only the greater concession or discount will apply.

8.4 Sibling discounts – Discounts of 10% of the net Tuition Fees apply on accounts for the second and younger siblings attending the School at the same time. Long term attendance concession – All day students who have completed six or more years of education at the School at the time of entry into either Year 11 or 12 will receive a 5% concession of the net Tuition Fees in these year levels. This concession recognises the long-term commitment of parents whose children have been educated at both primary and secondary levels at the School. All boarding students who have completed three or more years' education and boarding at the School at the time of entry into either Year 11 or 12 receive a 5% concession of the net Tuition Fees in these year levels.

8.5 New students – For new students entering the School after a term has commenced will be charged on a pro-rata basis.

9. Overdue Accounts and Debt Recovery

9.1 Overdue accounts – If accounts cannot be paid because of personal or financial difficulties, an application for variation may be made in writing to the Accounts Receivable team on accountsreceivable@caulfieldgs.vic.edu.au.

9.2 The School reserves the right to charge interest on overdue accounts at the rate applicable under the Penalty Interest Rates Act 1983. The School is not responsible for any delays in receiving payment. The School further reserves the right to on-charge enforcement expenses incurred by the School in the collection process for outstanding accounts, including without limitation any costs on an indemnity basis incurred as a result of engaging an external debt collection agency or law firm.

9.3 The School reserves the right, which may be exercised at any time, to refuse to allow a student to continue to attend at the School while any fees for that student remain unpaid.

9.4 The School reserves the right to refuse a student permission to register and/or participate in any School events or activities that require additional payments to the School or a third party, while any amount remains outstanding or unpaid to the School in respect of that student or any of their siblings.

9.5 The School reserves the right to withdraw any scholarships or concessions while any amount remains outstanding or unpaid to the School in respect of that student or any of their siblings.

9.6 Any agreement or failure by the School not to strictly enforce any of its terms of payment in relation to amounts owing to the School, or any agreement to defer payment of an unpaid amount to the School, will not operate as a waiver of the School's rights in relation to such amount.

10. Optional Programs and Use of Funds

- 10.1 Optional programs and services – For an additional fee, optional programs and services which are not included in the curriculum may be taken, for example private music, instrument tuition, bus services, etc. The accounts for these optional programs and services are generally rendered at the end of each Term.
- 10.2 Use of funds – The School provides learning programs for students from ELC to Year 12 and fees collected or funds raised by the School will be used to support these programs.

11. Liability for Payment of Fees

- 11.1 Unless otherwise agreed in writing with the Principal or the Chief Financial Officer, each Parent agrees to be jointly and severally liable for the payment of all fees, charges and levies imposed by the School during the student's enrolment and (if applicable) boarding, including but not limited to Tuition Fees, Boarding Fees, State Payroll Tax Surcharge, Consolidated Charges, Leave of Absence Fees, application fees, enrolment fees, confirmation fees, prepayments, optional program fees and activity fees.
- 11.2 Each Parent agrees to pay all fees, surcharges, levies and charges imposed by the School by the due dates, and in accordance with the payment terms set out in the relevant schedules of fees that apply during the student's enrolment and (if applicable) boarding.
- 11.3 School Fees, Application Fees, Confirmation of Enrolment Fees, Enrolment Fees, prepayments, State Payroll Tax Surcharge, Consolidated Charges, Leave of Absence holding fees, optional program fees and any other fees, charges and levies are not refundable or transferable except where expressly stated in these Terms and Conditions or approved by the Principal in their sole discretion. The Principal may consider, grant or deny a request by a Parent for a refund, rebate, transfer or credit.

12. Absences and Withdrawals – Current Students

- 12.1 This clause 12 applies to students who have attended classes at the School and have paid at least one instalment of Tuition Fees, the State Payroll Tax Surcharge and Consolidated Charges.
- 12.2 Remote learning – Periods where students are participating in remote learning, including learning from home, in accordance with Government guidelines or regulations, are not regarded as absences for the purpose of these Terms and Conditions. School Fees continue to apply during any period of remote learning.
- 12.3 Extended absence for illness or injury – The School may provide a pro-rata rebate of Tuition Fees, with a maximum rebate of one term's fees, if a student is absent through illness or accident for 20 or more consecutive school days in a single year, subject to the provision of appropriate medical certificates.
- 12.4 Planned absences – Except as set out in this section, no discounts or concessions will be granted for any intentional or planned absences during the year. This includes, but is not limited to, holidays that extend beyond the gazetted Victorian school and public holidays, external activities that result in extended absences from the School, and student exchange programs.
- 12.5 Leave of absence (LOA) for a full school year – Where a student will be absent for a full school year or greater, Parents may apply to the Principal for a LOA. Approval is at the Principal's absolute discretion. If approved, the School will issue a variation to enrolment and a fee notice for the LOA charge made up of a holding fee equal to 50% of the annual fees, charges, and surcharges and, if applicable, the annual Boarding Fees. This charge is payable in advance for each LOA year for a maximum period of three years. If the holding fee is not paid when due, the School may terminate the student's enrolment (and boarding, if applicable) with immediate effect.

12.6 An application under clause 12.5 must be made by giving at least one full school term's notice in writing by email to Admissions-ASR@caulfieldgs.vic.edu.au. Approval may only be granted at the Principal's sole discretion. Any LOA holding fee is non-refundable, non-transferable and cannot be offset against any future fees or charges.

12.6.1 The student's enrolment (and boarding, if applicable) will resume upon the conclusion of the approved leave of absence provided the requirements in this clause 12 are satisfied.

Note – This clause 12 does not intend to cover circumstances where a student is temporarily absent due to illness, or physically away from the School (and boarding facility, if applicable) but has their school work supplied and/or assessed by School staff (for example, during periods of remote learning, suspension of education, suspension from the boarding facility or an extended family holiday). In such cases, full fees are to be paid during the time the student is absent.

13. Withdrawal or Termination of Enrolment and Boarding

13.1 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 day school and boarding enrolments, class lists, and subject selections. Accordingly, the School requires reasonable notice of a student's withdrawal from the School (and if applicable, boarding facility), 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 waiting list).

13.2 Student withdrawals – One full term's notice in writing by way of an email to Admissions-ASR@caulfieldgs.vic.edu.au of the intention to withdraw a student from the School is required, otherwise an amount equal to 25% of the annual Tuition Fee, the State Payroll Tax Surcharge, Consolidated Charges and Boarding Fee, if applicable, is payable in lieu thereof. For year-end leavers, this means that notice is required by the end of the Term 3 School holidays.

13.3 ELC Student withdrawals – Two full term's notice in writing by way of an email to Admissions-ASR@caulfieldgs.vic.edu.au of the intention to withdraw an ELC student from the School is required, otherwise an amount equal to 50% of the annual Tuition Fee, the State Payroll Tax Surcharge, Consolidated Charges, is payable in lieu thereof. For year-end leavers, this means that notice is required by the end of the Term 2 School holidays.

13.4 In addition, a full term's notice in writing, or an amount equal to 25% of the relevant annual fee, is required to discontinue any additional activity, special subject or program, for example private music instrument tuition and transport for getting to and from School.

13.5 Where a student withdraws from the boarding house, but remains as a student of the School, two full terms' notice in writing is also required, otherwise an amount equal to 50% of the annual Boarding Fee plus the applicable State Payroll Tax Surcharge is payable in lieu thereof. If a student is withdrawn from the School, any outstanding fees and charges become immediately due and payable. There will be no reduction or remission of fees.

13.6 In the event that a child's enrolment is withdrawn prior to commencement the first term's fees are payable in advance and are non-refundable and non-transferable. The same applies in respect of boarding.

13.7 The School may terminate the child's for any reason (or none) by giving a Parent one full term's notice, or in the case of an ELC student, two full term's notice, in writing.

13.8 The School may terminate the child's enrolment (and boarding, if applicable) and the enrolment and boarding of any sibling (with or without notice) where, in the Principal's (or in relation to paragraph 13.8.1 below, the CFO's) reasonable opinion, any of the following apply:

13.8.1 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;

13.8.2 a Parent otherwise breaches these Terms and Conditions of Enrolment and Boarding;

13.8.3 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, directions, handbooks, policies, procedures, rules or values, or has breached a reasonable direction of the School;

13.8.4 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, or the child is not, in the School's reasonable opinion, school-ready or boarding-ready;

13.8.5 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;

13.8.6 as otherwise provided for in these Terms and Conditions of Enrolment and Boarding, codes of conduct, Enrolments Policy, handbooks and other policies.

13.8.7 In the event of suspension or termination of enrolment or boarding under these Terms and Conditions of Enrolment and Boarding, there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by the School.

14. Change of Details, Court Orders and Family Circumstances

14.1 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.

14.2 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). In the event that a court order is made that contains information relevant to a child's education or parental access, it is the parents' responsibility to ensure that a complete copy of the court order is provided to the School.

14.3 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:

14.3.1 Both Parents agree in writing (even where only one parents has signed the Terms and Conditions of Enrolment and Boarding).

14.3.2 The School is provided an Order of the Court which permits the child's name change.

14.3.3 The School believes other special circumstances exist (for example, those relating to gender identity).divorce

15. Communication, Instructions and Emergencies

15.1 Parents acknowledge that the School reserves the right to communicate with both or one of the child's Parents regarding the child's education (and boarding if applicable), care, safety and welfare, having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.

15.2 Despite clause 13:

15.2.1 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 (e.g. a note in the student diary).

15.2.2 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.

15.2.3 The School is entitled to expect that a Parent will communicate with the other Parent about any communication under clause 13.

15.3 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 in 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).

16. Information about a Child's Needs

16.1 The School is an inclusive school and will comply with its statutory obligations regarding students with disabilities (including in relation to making reasonable adjustments).

16.2 Notwithstanding such compliance, parents acknowledge that the School is not necessarily able to cater to every prospective student's needs. The School also reserves the right to set and enforce reasonable standards of dress, appearance and behaviour.

16.3 Accordingly, each Parent must inform the School of all relevant needs the child has (or has had) which may be relevant to the education, welfare and boarding experience of the child (or which may impact upon the education, welfare or boarding experience of others) and provide to the School all reports, assessments and information in relation to those needs. A child's relevant needs may relate (amongst other things) to allergies, health conditions, physical or intellectual disabilities, behavioural, learning or social challenges or difficulties, learning support requirements, and needs of a medical, psychological, health or dietary nature.

16.4 If a Parent fails to inform the School of any relevant 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 Terms and Conditions of Enrolment and Boarding).

16.5 Each Parent agrees that they will immediately inform the School should their child develop relevant needs, or should the relevant needs of the child change, either before or during the child's enrolment at the School. This includes any significant illness or disability suffered or developed by the student during their enrolment. In addition, the School must be notified of any infectious or contagious illnesses or diseases which are contracted by a student, and that student may not be permitted to attend the School, or any School activity, until a medical clearance has been obtained in writing.

16.6 Where a Parent promptly informs the School of their child's relevant needs, or where a child's needs develop or change, then the School will discuss those needs with the child's Parents as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. In accordance with its relevant procedures, the School will then assess whether it has the capacity and resources to provide a safe and fulfilling learning and boarding (if applicable) environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments.

16.7 If the School subsequently considers, in its reasonable opinion and subject to its legal obligations, that the School cannot meet the relevant needs of the child then:

16.7.1 the School may, in its absolute discretion, refuse to proceed with the enrolment or boarding of the child (or, if the enrolment has already commenced, may terminate the enrolment or boarding of the child without giving notice); and/or

16.7.2 the child's Parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment or boarding of the child without giving notice).

17. Discipline

- 17.1 The School's codes of conduct, directions, handbooks, policies, procedures, rules and values apply to conduct of a student both inside and outside the School and its boarding facility, and whether or not the conduct is connected to school activities or occurs out of hours.
- 17.2 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, boarding or enrolment) as the School, in its absolute discretion, considers appropriate having regard to the student's conduct and the School's codes of conduct,
- 17.3 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 their nominee may search a student's bag, locker, desk, boarding room or other possessions to investigate a student discipline matter, where the School (acting reasonably) considers there are reasonable grounds to do so.
- 17.4 The School also reserves the right to suspend a student's education, boarding and/or enrolment whilst investigating a potential breach of the School's codes of conduct, directions, handbooks, policies, procedures, rules or values.
- 17.5 Parents and students are expected to respect any decisions made by the School in relation to this clause 1

18. Loss of Property and Insurance

- 18.1 Students must care for the property of others including the School's buildings, furniture and equipment. Each Parent agrees to be financially responsible (and jointly and severally indemnify the School) for any property damage caused by their child at the School or while participating in school-related activities (including boarding).
- 18.2 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, its boarding facility 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.
- 18.3 The School maintains limited insurance cover in respect of student accidents and injuries, or payment of fees in the event of the death of a parent. Parents are strongly recommended to maintain their own insurance policies to cover losses from such events.

19. Personal Information and Privacy

- 19.1 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.
- 19.2 Each Parent acknowledges that:
- 19.2.1 the School often photographs, videos, films, records and livestreams students (collectively referred to as 'images') as part of everyday school-related activities and events. This is done in relation to a variety of educational and cocurricular programs such as school photos, classroom activities, sport, camps, performances and more. Images are recorded for a variety of reasons and may be used across a range of print and digital mediums;
- 19.2.2 unless the School is advised otherwise in writing, each Parent authorises 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, boarding events, team photos, award evenings, school productions (e.g. 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

19.2.3 consent can be withdrawn in accordance with the School's consent process as set out in the School's Privacy Policy.

Please note that 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).

Withdrawal of consent may also impact the student's participation in certain activities or events.

19.3 The School may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment and boarding process, and parents understand:

19.3.1 this may involve the School making enquiries and obtaining information from third parties such as credit providers, medical practitioners, government departments, and financiers;

19.3.2 the School may use any information obtained as deemed necessary; and

19.3.3 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).

20. Out of School Hours Care (OSHC)

An out of hours care program may be provided for students. Fees for such services are billed separately. Further details are available from the Head of Campus.

21. Caulfield Grammarians' Association

All students attending Caulfield Grammar School receive life membership of the Caulfield Grammarians' Association when they leave the School, unless the Parents of the student, or the student, notify the School in writing prior to the student leaving the School that the student elects to decline life membership of the Association. Details of the Association's activities are available from the School.

22. Complaints

Please refer to the Complaints Handling Policy on the School website: www.caulfieldgs.vic.edu.au

23. Circumstances Outside the School's Control

23.1 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.

23.2 The School is otherwise not liable to parents for any failure to perform an obligation under these Terms and Conditions of Enrolment and Boarding, 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:

23.2.1 is beyond the reasonable control of the School; and

23.2.2 makes performance of that obligation impossible (e.g. act of god, pandemic, natural disaster, or act of terrorism).

24. General

24.1 Compliance by the child and their Parents with these Terms and Conditions, and with the School's codes of conduct, directions, handbooks, policies, procedures, rules and values (which may be varied from time to time), is required, however the School's codes of conduct, directions, handbooks, policies, procedures, rules and values do not form a part of these Terms and Conditions. The School's rules, regulations and policies are provided by electronic means.

24.2 If a provision in these Terms and Conditions of Enrolment and Boarding is held to be illegal, invalid, void, voidable or unenforceable:

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

24.2.2 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 Terms and Conditions of Enrolment and Boarding.

24.3 These Terms and Conditions of Enrolment and Boarding will be governed by the laws in force in the State of Victoria.

24.4 A child's Parents agree that:

24.4.1 the School will not be liable to any of the Parents or Legal Guardian for any personal illness or injury, or indirect or consequential loss (including, but limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a parent arising out of a breach by the School of these Terms and Conditions of Enrolment and Boarding;

24.4.2 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

24.4.3 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.

24.5 Genuine Pre-Estimate of Loss – The amounts payable by Parents pursuant to the clauses dealing with Leave of Absence holding fees, student withdrawals, discontinuance of additional activities, special subjects or programs, and boarding house withdrawals are a genuine pre-estimate of loss incurred by the School.

25. Authority, Liability and Indemnity

25.1 There are occasions during the course of a student's enrolment at the School where travel to School activities will be arranged through contracted bus services, School vehicles and other modes of transport (Transport Services). A Parent must consent to such travel arrangements.

25.2 To the extent permitted by law, Parents hereby release and forever discharge the School (and its principals, agents, employees, trainers, contractors, volunteers, labour hire workers and secondees) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and sustained during the course of the child's education or enrolment, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the Parents.

25.3 To the extent permitted by law, Parents will indemnify and hold harmless the School (and its principals, agents, employees, trainers, contractors, volunteers, labour hire workers and secondees) from and against any and all claims, demands, actions, losses, damages, costs and expenses (including reasonable legal costs on a solicitor-client basis) incurred by the School (and its principals, agents, employees, trainers, contractors, volunteers, labour hire workers and secondees) as a result of any claim brought by or on behalf of the Parents or the child arising out of or incidental to any personal illness or injury sustained by the child during the course of the child's education or enrolment, where such claim is made in breach of the release in clause 24.2.



25.4 In the event of a student suffering any injury or illness, the School is authorised to take such action as it deems fit to deal with and/or obtain medical and/or hospital care and attention, and the Parents will indemnify the School against all costs, claims, actions, and demands made against the School, its employees, contractors, servants and agents incidental to that care and attention.

25.5 The School, and its employees, agents or representatives, will not be liable for any loss or damage to, or theft of any property or personal effects of a student, or of which a student has in their possession, while attending the School or any School event or activity (including travelling to or from a School activity) and the Parents will indemnify the School against all costs, claims, actions, and demands made against the School, its employees, contractors, servants and agents to the extent that any loss, damage, theft of any property or personal effects occurs while their child is attending the School or taking part in a School activity (including travelling to or from a School activity).

Nothing in these Terms and Conditions is intended to have the effect of excluding, restricting, modifying or contracting out of any rights, remedies or applicable provisions in Schedule 2 of the Competition and Consumer Act 2010 (Cth), except to the extent permitted by law.