



# Westbourne Grammar School

## General Regulations 2020

### 1. Application

These Conditions of Enrolment apply from 1 January 2020 to existing and new enrolments.

### 2. Provision of Tuition

The School will provide tuition to the Student until the earlier of:

- (a) the completion of the first academic year in which the Student undertakes Year 12; and
- (b) termination of the enrolment of the Student.

However, if Fees and Charges are not paid when due, the School may by notice in writing require the immediate withdrawal of the Student from the School and suspend the provision of tuition and all other services until all outstanding Fees and Charges are paid.

### 3. Payment of Fees and Charges

Parents must pay the Fees and Charges invoiced by the School from time to time. Payment will be made by the date specified in each such invoice. A Fee or Charge will be deemed to have been invoiced if that was sent to a Parent's Address by ordinary mail or by email to a Parent's Email Address.

Fees and Charges are reviewed from time to time and that the current Fees and Charges include administration fees of \$125 per term in respect of Fees and Charges not paid when due. Confirmation of Enrolment Fees are not refundable.

Parents must also pay a deposit against fees for each Student at such amounts and at times as are set by the School from time to time. Deposits paid against fees will be credited against the first instalment of Fees and Charges for a Student. Without prejudice to any other rights the School may have, if a Student fails to attend the School for the first term for which that Student is enrolled, the deposit against fees will be forfeited to the School absolutely.

Parents may request a flexible payment arrangement in the form of a payment instalment agreement. Parents must pay fee instalments by due dates. Repeated failure to meet payment requirements will result in a review of the student's enrolment at Westbourne Grammar School. Payment default may also result in disclosing information to a debt collection agency or a credit reporting body.

If less than one full School term's notice (excluding holiday periods between terms) is given in writing to the Principal, of the Parents' intention to withdraw the Student from the School, all Fees and Charges shall continue to accrue until the later of the date of withdrawal and the expiry date of the requisite notice period to a maximum of one half a quarterly instalment of fees.

**Please note:** Cash payments will be phased out by 2021 for all new enrolments. No cash payments will be accepted for new students commencing in 2021 academic year.

### 4. Leave of Absence

Parents must obtain written consent from the School for all planned extended absences of the Student from School activities. For planned absences in excess of one term, parents must make application for such consent by not less than one full term's notice in writing to the Principal. The request must include proposed dates of absence and the reason for the absence.

Provided that:

- (a) not less than one full term's notice in writing has been given to the Principal; and
- (b) the School has consented to the absence; and
- (c) all fees including those referable to the period of absence are paid in full prior to the period of absence; the fees payable for each full term in which the Student is absent shall abate by 50%. Otherwise there shall be no abatement of fees by reason of any absence.

### 5. No Abatement

Subject to Clause 4, the Fees and Charges shall not abate:

- (a) as a consequence of any Disciplinary Action taken by the School;
- (b) whilst the Student is not in attendance at the School or in receipt of tuition whether due to withdrawal, suspension, expulsion, leave of absence, illness or other unspecified circumstances.

## 6. Termination of Enrolment

Without limiting condition 12, the School may terminate the enrolment of a Student:

- (a) immediately by notice in writing to the Parents if:
  - (i) any information provided to the School prior to the enrolment of the Student was not accurate in any material respect;
  - (ii) the School is not provided with any information which the Principal considers would have been material to the School's decision whether to offer enrolment for that Student, and/or the terms upon which such enrolment might have been offered, or where it would result in unjustified hardship on the School
  - (iii) if the Principal considers that it is appropriate to do so in the best interests of other Students;
  - (iv) if the Parents or the Student fail to cooperate with the School to the satisfaction of the Principal;
  - (v) if prior instalments of fees are unpaid at the commencement of any Term.
- (b) the School may in its sole discretion terminate the enrolment of a Student by giving not less than one term's notice if the Principal determines to do so but does not also determine that immediate termination of enrolment is appropriate. The Parents may jointly terminate the enrolment of their Student by giving not less than one full term's notice in writing (excluding holiday periods between terms) to the Principal.

Parents will be afforded natural justice in respect to (a)(iii) and (a)(iv), or any alleged breaches of the School's Community Code of Conduct. However, the Principal's decision regarding consequences of parental conduct will, in all cases, be final.

## 7. School Rules

Each Parent shall:

- (a) comply with the School Rules in so far as the School Rules relate to Parents;
- (b) ensure that the Student complies with the School Rules in so far as those School Rules relate to Students;
- (c) cooperate fully with the School, and without limiting the generality of the foregoing attend such meetings and sessions as the Principal may reasonably require;
- (d) abide by any Disciplinary Decision made by the School, subject always to the Parents right to request the Principal to review any Disciplinary Decision in the Principal's sole discretion.

## 8. Discipline

The School may impose such Disciplinary Action upon a Student as the School considers appropriate in its sole discretion.

## 9. Collection, Use and Disclosure of Personal Information

Westbourne Grammar School collects, holds and discloses information in accordance with the Privacy Act 1988, Australian Privacy Principles, Privacy Data Protection Act 2014 and Health Records Act 2001.

- (a) the School will collect information for the purpose of providing for the educational and general advancement of the Student, the administration of the School, the maintenance of the School's records of past, present and future students and the parents and guardians of such students;
- (b) information collected will be utilised by the School and its Associated Organisations;
- (c) the School is authorised to disclose the information collected by the School to the Associated Organisations on the basis that such organisations hold the information and use the information only for the purposes of activities which that organisation customarily undertakes from time to time;
- (d) the School is also authorised to publish the Student's name and photograph for such purposes as it may reasonably require including in publications and marketing material in accordance with our Photography and Video Policy;
- (e) the Parents and the Student also authorise information held by the School and information concerning the academic, sporting or cultural performance of the Student to be released to Third Parties at the discretion of the School in any situation where the education, health, welfare or safety of the Student is concerned. Further to this, the School is authorised to disclose information collected by the School to Third Parties to meet regulatory reporting requirements.

Any instances of suspected data breaches, such as unauthorised access, unauthorised disclosure or loss of personal information that could result in serious harm to an individual, must be reported to the School in accordance with our Notifiable Data Breach Policy.

## 10. Liability of Parents

The liability of each Parent shall be joint and several. The liability of a Parent will not be affected by relationship breakdown or by the other Parent or any other person failing to make payment for any reason. Each Parent shall indemnify the School against all losses, costs and expenses the School suffers or incurs as a consequence of any breach of these regulations, including losses, costs and expenses suffered or incurred as a consequence of any breach of the School Rules by the Student.

### 11. Limitation of Liability

The School accepts no responsibility for any loss of or damage to personal property of the Student or any other person. The School accepts no responsibility for the outcome of the tuition and other services to be provided. It makes no representation as to the quality of the tuition or other services to be provided or the outcomes, including academic results, the Student will or might achieve. To the fullest extent permitted by law any liability of the School arising out of the provision of the tuition and other services and opportunities provided or to be provided by it is excluded. To the extent that:

- (a) there are any terms, conditions, warranties or guarantees or the like of this agreement which cannot be excluded by law; and
- (b) it is legally permissible to do so;

The liability of the School for breach of any terms, conditions, warranties or guarantees or the like is limited to the cost of supplying the services to be provided by the School again.

### 12. Preparatory Students

Parents and the Student must attend a meeting at the School to assess the Student's school readiness in approximately April/May of the year prior to the Student commencing Preparatory level. Following that meeting the School may in its sole discretion elect to terminate the enrolment of a Student or to defer the commencement of a Student.

### 13. Special Circumstances

Parents must inform the School of a prospective student's diagnosed disability, impairment, learning/ behavioural disorder or ongoing medical illness prior to commencement of enrolment at Westbourne Grammar School. This will enable the School to properly assess the prospective student's needs and ensure reasonable adjustments are made where required. In cases where it is deemed that accommodating the prospective student would result in unjustified hardship on the School, the enrolment offer may be withdrawn following consultation with the parents and the student.

### 14. Electronic Communications and Authorisations

I/we acknowledge and agree that communications with the School will involve a variety of electronic means. We further agree that:

- (a) all emails sent to an address recorded in the School's records as one of my/our email addresses shall be deemed to have been received by me/us within 48 hours of being sent; and
- (b) all instructions, approvals, consents, representations, communications or the like recorded upon the School's records as having apparently been given by me/us shall be deemed to have been given by me/us.

### 15. Interpretation

In these General Regulations:

**Associated Organisations** means such bodies as the School may recognise as associated organisations from time to time and includes without limiting the generality of the foregoing the Williamstown and Westbourne Grammar Alumni Association Incorporated,

the Friends of Westbourne Association Incorporated and Old Westbourne Amateur Football Club Incorporated;

**Disciplinary Action** means any action taken or sanction imposed by the School as a consequence of the behaviour of a Student;

**Disciplinary Decision** means a decision to impose Disciplinary Action;

**Fees and Charges** means all fees and charges determined by the School from time to time and includes all expenses incurred by the School in collecting any overdue fees or other amounts due (including legal costs on an indemnity basis);

**Parents** means the Parent or Parents who sign and deliver to the School an application for enrolment form in respect of a Student; and Parent has a corresponding meaning;

**Parent's Address** means the last address of the Parents notified to the School in writing, and means where there is more than one such address, either of them;

**Parent's Email Address** means an email address which according to the School's records is an email address for one or more Parents

**Principal** means, unless inconsistent with the context, the Principal of the School from time to time, and includes any person acting as Principal with the authority of the Principal of the School or otherwise with the authority of the Principal of the School;

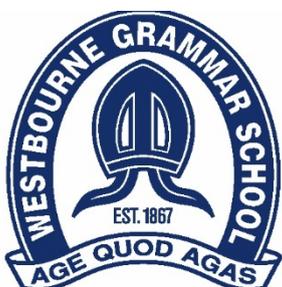
**School** means Westbourne Grammar School;

**School Rules** means the rules adopted by the Principal as the "School Rules" from time to time and includes without limiting the generality of the foregoing the School's Business and other regulations, the School Rules including the policies, procedures and guidelines, and any other regulations from time to time in force at the School or otherwise authorised and initiated by the Principal for the good running and conduct of the School;

**Student** means, unless inconsistent with the context, the student identified in the application for enrolment form to which these Conditions of Enrolment relate;

**Students** means, unless inconsistent with the context, the students of the School from time to time.

**Third Parties** refers to other schools, regulatory agencies (VRQA, VCAA, CRICOS, VIT), government agencies, Police, medical practitioners, intervention specialists and any supplier the School engages for school activities.



**Westbourne  
Grammar  
School**

**THINK LIKE  
A HERO**

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