



**SNOWY
MOUNTAINS
GRAMMAR
SCHOOL**

CHALLENGE BELONG EXPLORE

TERMS AND CONDITIONS

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DEFINITIONS

- Parent:** means the person(s) listed on the application for enrolment form as parent(s) and/or guardian(s) of a child. A reference to a parent is a reference to both parents or guardians.
- S.M.G.S.** means Snowy Mountains Grammar School (ABN 26 077 364 688), including its governing body and employees, and each of its campuses, affiliates and business units as may exist from time to time.
- Tuition Fees:** include all mandatory charges other than:
a) Elective items or incidentals associated with curriculum activities,
b) Cost of excursions.

APPLICATION FEE

- 1) A non-refundable Application Fee is payable in respect of each child's application. The amount of this fee is outlined in the current Fee Schedule, published on the School's website. SMGS is under no obligation to process an application nor reserve a place for any child prior to the payment of the Application Fee. Payment of the application fee does not guarantee that a place will be offered.

GENERAL TERMS

- 2) The Parent agrees:
 - a) To accept and abide by the requirements of the Governing Body of the School and of the Principal with respect to conduct, management and administration of the school;
 - b) Not to interfere in any way with the conduct, management or administration of the school;
 - c) To abide by the routine and rules of the school as set out in the prospectus in force at the time of enrolment and thereafter as promulgated by the Principal and his/her delegate;
 - d) To consent to the treatment of their child by a qualified medical practitioner and/or qualified staff in the event of emergency, illness, accident or injury and agree that in such event the school may summons assistance as decided by the Principal, their delegate or as provided by a policy promulgated by the Principal;
 - e) That neither SMGS nor any of its employees can accept any responsibility for any illness, accident or injury however caused, nor for the actions of anyone attending or rendering assistance to our child;
 - f) To indemnify jointly and severally, and keep indemnified, SMGS and its officers and employees from any claim by any one or more of us or our child in respect of or arising from illness, accident or injury and the rendering of any assistance;
 - g) That the consent and indemnity above shall apply to all school activities, events, excursions or expeditions approved by the school or carried out by the school;

- h) To ensure that our child completes all courses of study required by the school;
- i) To ensure that our child attends school each day and completes Terms and academic years as the school may direct from time to time (except only for medical reasons or leave approved in advance by the Principal);
- j) That any special notes or instructions provided at the end of the Application of Enrolment in my/our hand, are subject to these conditions and without prejudice to the consent and indemnity agreed above;
- k) To expressly acknowledge that where the Application for Enrolment is completed by two parents, then each is jointly and severally liable for all fees, debts or other amounts or charges owing to SMGS;
- l) To give permission for the use of any photograph of the child/student in SMGS promotional materials, including the school website;
- m) That all bank charges relating to banking transactions will be charged to parents' accounts;
- n) To their child being screened for prohibited substances in the event that the School reasonably suspects the child has in his/her possession or has taken such prohibited substances. In the event the Parent and/or child objects to such screening, the School has the right to suspend and/or expel such child;
- o) That SMGS may disclose the name and contact details of the Parent(s) and child/student to any of its related entities and such disclosure will be confidential;
- p) That SMGS may use the name and contact details of the Parent(s) and child/student to update both Parent and child with service, events and news that may be of interest through direct marketing.

APPLICATION PROCESS

- 3) On lodgement of a complete and signed Application Form and payment of the Application Fee SMGS will process the application.
- 4) Provisional Listing: SMGS will notify the Applicant(s) that it received an Application Form by way of an 'Acknowledgement of Enrolment Application' letter which shall include notification that the child's name have been entered on the Provisional List, from which a Waiting List will be generated. The Waiting List will reflect all priorities and conditions as from time to time may be set by the School Board, for example Sibling Priority whereby siblings of current students are given first priority. Provisional listing guarantees the consideration of the Application but does not guarantee a place.
- 5) Waiting List: The Waiting List is produced after the Provisional List and includes all children on the latter list in order of priority according to the priorities and conditions as from time to time may be established by the School Board. The Principal of the School selects children from the Waiting List to whose parent(s)/guardians "Offers of a Place" are to be made. The presence of a name on the Waiting List does not guarantee a place.
- 6) Offer of a place:
 - a) An Offer of a Place at SMGS shall be made in writing and bear the signature of the Principal or their delegate. It shall include all details of payments due and the expectations of SMGS should the Place be accepted by the Applicant(s).
 - b) Each Offer of a Place will specify a time period within which the Offer may be accepted. If no response is received in that time period then the Offer may be withdrawn and the Place offered to another child without further notice from SMGS. Withdrawal of offer of this kind applies to all proposed enrolments including sibling priority.
 - c) Each Offer of a Place will enclose a document entitled "Confirmation of Acceptance of Offer of a Place" which is required to be completed by the Applicant and returned to SMGS.
- 7) Confirmation of Acceptance of Offer of a Place: Must be signed by the Parent of a prospective student and returned to SMGS. The confirmation does not constitute acceptance of an Offer of a Place unless or until payment of the Enrolment Fee and other amounts as are necessary in given circumstances are made.

ENROLMENT FEE

- 8) A non-refundable Enrolment Fee is payable upon acceptance. Such payment is required on acceptance of any Place offered.

HEALTH, INSURANCE AND PERSONAL PROPERTY

- 9) SMGS maintains limited insurance coverage in respect to accident and ambulance attendance for its students whilst involved in school activities. SMGS does not maintain insurance coverage in respect of and takes no responsibility for personal property brought to the school by any member of the school community.
- 10) Parent(s) and/or guardians are responsible for obtaining appropriate insurance coverage for their child or children in respect of sickness, accident and personal property.
- 11) Any special notes, comments or information ("information") given to SMGS or its employees regarding a child's general health, physical or mental abilities or disabilities, medical history and/or treatment, allergies or family histories are provided only for the guidance and assistance of SMGS and its officers and employees. Such information is provided and received subject to clause 2 of these terms and conditions.

PAYMENT

- 12) In order to assist parents, the school attempts to publish fees 3 years in advance. It should be noted however that the Board reserves the right to adjust pre-published fees at any time in response to changes in educational funding or expenses, or for any other reason.
- 13) Tuition Fees for each Term are due 28 days after date of invoice.
- 14) The Parent(s) are jointly and severally responsible for the enrolment of the child at SMGS
- 15) The Parent(s) are jointly and severally responsible for the payment of all fees and charges, including all amounts owing to SMGS.
- 16) Fees may be paid in advance for the following academic year at a discount rate. Details can be obtained from the Accounts Administrator in the School Office.
- 17) Pre-payment of a child's full year's Tuition Fees prior to the first day of Term of that year will attract a discount. Details can be obtained from the Accounts Administrator in the School Office.
- 18) In the event that SMGS demands payment of its account or fees become overdue, then interest will be charged on any amount outstanding twenty eight days after the rendering of any invoice or demand from the date when fees become due. Interest will be at the rate outlined in the Fee Schedule. Interest may be varied in exceptional circumstances by application to the Principal. Such waiver or variation is solely at the discretion of the Principal, in consultation with the School Board.
- 19) In the event that Tuition Fees for a child remain unpaid fourteen (14) days after the date on which they fall due, SMGS reserves the right to withdraw that child's place at SMGS.

NOTICE OF WITHDRAWAL/EARLY DEPARTURE

- 20) Notice of Withdrawal of a student shall be provided in writing to the Principal at least twelve (12) weeks or a Term, whichever is greater, prior to the date from which the student shall be withdrawn from SMGS ("the date"). If notice of withdrawal is not given in accordance with this clause, then one quarter (1/4) of the student's total yearly Tuition Fees for the year in which the date falls shall be payable in lieu.

FEDERAL GOVERNMENT GOODS AND SERVICES TAX (GST)

- 21) Most school activities and educational services are exempt from the Goods and Services Tax (GST). In the event that the school becomes liable to pay GST, it reserves the right to recover any additional amount payable on account of the GST.

INFORMATION DISCLAIMER

- 22) SMGS makes every reasonable effort to maintain the currency of information in its publications, such as its Prospectus and Enrolment kits; however SMGS expressly disclaims responsibility in respect of mistakes made by itself or third parties in relying on out-of-date or otherwise erroneous information.

CHOICE OF LAW AND JURISDICTION

- 23) This agreement is to be construed with respect to the law of the State of New South Wales as from time to time may be in force.
- 24) The parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales in the event that a dispute arises between them that cannot be resolved through good faith without prejudice negotiations.
- 25) The Privacy Act requires that SMGS obtain a child's and parent(s)' consent to the collection, use and disclosure of personal information. SMGS requires personal information to be provided in order to provide the child with education services. If the requested personal information is not provided then SMGS may not be able to provide those services. Please note that SMGS may provide personal information confidentially of a Parent(s) or child to any of its related entities. Personal information held by SMGS can be accessed by contacting the Principal, PO Box 258, Jindabyne, NSW 2627.

Document Control

| Ver | Date | Change | Change by | Reviewed by |
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| 2.0 | 16/12/09 | Amended to reflect school's new independence from Redlands | E Heath | A Rostron |

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| Document Owner | Business Manager |
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