



BRISBANE GRAMMAR SCHOOL

STUDENT ENROLMENT AGREEMENT

THIS FORM MUST BE READ, SIGNED AND RETURNED TO THE SCHOOL WITH YOUR CONFIRMATION FEE CONTRIBUTION OF \$2754 TO THE BGS BURSARY (ENDOWMENT) FUND

BRISBANE GRAMMAR SCHOOL

Gregory Terrace, Brisbane, Queensland, 4000

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STUDENT ENROLMENT AGREEMENT

BETWEEN: THE BOARD OF TRUSTEES OF THE BRISBANE GRAMMAR SCHOOL ("the School")

and:

Parent/Guardian _____

Parent/Guardian ("the Parents") _____

of: _____
(Address)

Telephone Home: _____

Work: _____

Mobile: _____

Email: _____

in respect of the enrolment of ("the Student"): _____

Date of Birth: _____

Year Level: _____

Date of Entry: _____

Status (Day/Resident): _____

10.3 The Parents acknowledge and agree that the School or a service provider on behalf of the School may take or use at any time during or after the Student's enrolment any photographs, videos or other recordings or images of, and audio recordings of, the Student, whether in hard copy, soft copy or digital or other format, and whether taken at the School's premises or otherwise during School activities ("Recordings").

10.4 The Parents authorise the School:

10.4.1 to publish Recordings, either in full or part, at any time during or after the Student's enrolment in any publication by the School, or in a third party publication authorised by the School, in any format or media whatsoever, including but not limited to publication on the Internet and via social media (e.g. Facebook, YouTube or Twitter);

10.4.2 to identify the Student by name and/or class year in the Recordings, at the School's sole and absolute discretion;

10.4.3 to use work produced by the Student (including without limitation written compositions and art work) for any purpose deemed appropriate by the School, in its absolute discretion, at any time during or after the Student's enrolment; and

10.4.4 to grant media access to the Student under the supervision of the School for any purpose deemed appropriate by the School, in its absolute discretion, including without limitation interviews at the School's premises for external publication.

10.5 The Parents agree that the School owns the copyright and other rights, title and interest to the Recordings. The Parent/s and the Student assign, to the extent such rights are assignable, and otherwise give all consents, permissions and waivers of any rights the Parent/s and/or the Student may have in the Recordings (without any fee being payable), including without limitation in any School or third party publication, production or presentation which includes the Recordings.

10.5 The Parents acknowledge that personal information collected by the School may be disclosed to third parties operating overseas for the purposes of accessing and using information and communications technology products and services provided from outside Australia (e.g. an email or document management system hosted by a service provider on servers located outside Australia). The Parents consent to the School disclosing personal information to such recipients. The Parents understand that by consenting to the disclosure of personal information to overseas third

party recipients, Australian Privacy Principle 8.1 will not apply to such disclosures, and that if the overseas third party recipient handles personal information in a way that breaches the Australian Privacy Principles, the School will not be responsible under the Privacy Act 1988 (Cth) and the Parents will not be able to seek redress under the Privacy Act in respect of that breach.

11 No Warranty

11.1 The School does not warrant that it will achieve any particular educational or personal development outcome in respect of the Student.

11.2 The School does not warrant that it can control behaviour or activities of other students or parents as they may affect the Student.

12 Indemnity by the Parents

12.1 The Parents will indemnify the School, each member of the Board of Trustees of the Brisbane Grammar School (each a "trustee"), the School's employees and agents against:

12.1.1 any loss or damage suffered by the School, each trustee, the School's employees and agents; and

12.1.2 any claim against the School, each trustee, the School's employees and agents,

arising out of a failure of the Student or the Parents to comply with this Enrolment Agreement, the Code of Expectations and Behaviour of Students and all other rules, regulations, policies and procedures of the School including those published in the School Handbook or available on the School website and which may be amended at the School's absolute discretion at any time.

13 General

13.1 This Enrolment Agreement constitutes the sole and entire agreement between the Parents and the School in relation to the enrolment of the Student and any warranty, representation, guarantee or other term or condition of any nature not contained in this Enrolment Agreement is of no force or effect.

13.2 This Enrolment Agreement will be governed by the laws in force in Queensland.

Signature of Parent/Guardian: _____ Date: _____

Full Name (print): _____

Signature of Parent/Guardian: _____ Date: _____

Full Name (print): _____

Signature of Headmaster or Nominee: _____ Date: _____

Full Name (print): _____

IT IS AGREED AS FOLLOWS:

1 Acceptance of Enrolment

1.1 The School agrees with the Parents to accept enrolment of the Student on the terms set out in this Enrolment Agreement.

2 Responsibilities of the Parents

2.1 The Parents agree:

2.1.1 to pay the enrolment confirmation and administration fee of \$2754 to the BGS Endowment Fund at the time of signing this Enrolment Agreement which they acknowledge is non-refundable in any circumstances.

2.1.2 to pay all tuition fees and charges levied by the School by the due dates in accordance with the Schedule of Fees and Charges published by the School and amended from time to time (a copy of the current Schedule of Fees and Charges is enclosed with this Agreement).

2.1.3 to provide the School with documentary evidence which demonstrates to the satisfaction of the School that they are able to fulfill the obligation to pay all fees and charges pursuant to this Agreement, if so requested by the School.

2.1.4 that the Student will comply with the Code of Expectations and Behaviour for Students which may be amended from time to time at the School's absolute discretion.

2.1.5 that the Student and the Parents will comply with the School's rules, regulations, policies and procedures including those published in the School Handbook and available on the School website and which may be amended from time to time at the School's absolute discretion.

2.2 Both of the Parents must sign this Enrolment Agreement unless a parent or guardian informs the Headmaster in writing (supported by documentary evidence acceptable to the School) that he/she is solely responsible for the Student and for payment of the tuition fees and charges levied by the School. The Parents acknowledge that, unless otherwise agreed in writing with the Headmaster, each of the Parents is jointly and severally liable for the payment of all tuition fees and charges levied by the School.

2.3 Should any tuition fees and charges not be paid by the due date, the School may suspend or terminate the Student's enrolment at the School's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees or charges previously paid.

2.4 The Parents agree that the School is entitled (without prejudice to its rights under clause 2.3 above) to charge a monthly administration and service fee on any outstanding tuition fees and charges until those tuition fees and charges have been paid in full. The Parents agree that the current monthly administration and service fee of \$160 per month is reasonable and may be reviewed and increased by the School at any time to take account of either increased risk or costs in servicing such outstanding fees and charges. Any increase in the monthly administration and service fee will be notified in writing to the Parents.

2.5 At the School's absolute discretion, the School may suspend or terminate the Student's enrolment under this Enrolment Agreement:

2.5.1 immediately in the case of a material breach, by the Student and/or the Parents, of this Enrolment Agreement, the Code of Expectations and Behaviour for Students or the School's other rules, regulations, policies and procedures; or

2.5.2 by giving four weeks' written notice where the Headmaster, acting reasonably, is of the opinion that suspension or termination of the Student's enrolment is necessary for the overall administration of education in the School, whether having regard to the conduct of the Student, the Parents or any other persons engaged in the care and control of the Student.

In the event of such suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees or charges previously paid.

3 Withdrawal of the Student from the School

Day Students

3.1 If the Student is a day student, in order to terminate the Student's enrolment, the Parents must give at least a full term's written notice. This means that the Headmaster must receive notice in writing from the Parents by no later than:

3.1.1 the first day of a term, where the Student will leave on the last day of that term; or

3.1.2 the first day of the previous term, where the Student will leave prior to the commencement of or during a term.

If such notice is not given, the Parents must pay to the School the full amount of tuition fees and any other charges payable for the term in which the Student left the School as well as the following term.

Resident Students

3.2 Unless otherwise agreed in writing by the Headmaster, a place in the students' residence at the School is offered and accepted for a full calendar year only.

3.3 Enrolment of a resident student does not guarantee future acceptance as a day student. Any transfer from resident student to day student is at the sole and absolute discretion of the Headmaster.

3.4 If the Student is a resident student, in order to terminate the Student's enrolment, or to apply to transfer the Student's status from resident student to day student, the Parents must:

3.4.1 provide a full term's written notice, or payment in lieu of notice (including residential fees), as described in clause 3.1; **and**

3.4.2 pay the residential fees for the balance of the calendar year in which the Student was enrolled as a resident.

Prospective Students

3.5 Where the enrolment is terminated and the Student has not yet commenced at the School, in addition to the requirements of clause 3.1 and 3.2 (as applicable), the Parents will forfeit all amounts already paid to the School and its Endowment Fund including, but not limited to, the confirmation and administration fee and advance fee.

Absences

3.6 Tuition fees and charges (including residential fees where applicable) are payable during any period in which the Student is absent from the School.

4 Change of Address

4.1 The Parents agree to immediately inform the School in writing of any change in their postal address or telephone numbers.

5 The Parents' Instructions

Usual School Activities

5.1 From time to time, the School will require instruction, authority

or direction from the Parents on matters concerning the Student, including the Student's involvement in usual School activities of a curricular, co-curricular or extra-curricular nature. The Parents agree that the School can act upon the instruction, authority or direction provided by only one of the Parents, unless and until the School receives written instructions from both of the Parents or a court order to do otherwise.

Emergencies

5.2 In the event of any medical or other emergency arising in respect of the Student and the School considers it impracticable to communicate with the Parents, the Parents authorise the School to act as it considers, in its absolute discretion, is in the best interests of the Student. The Parents agree to indemnify the School in respect of any costs or expenses which the School incurs as a result of the School taking action pursuant to this clause.

Enrolment

5.3 Subject to the terms of this Enrolment Agreement, both of the Parents jointly agree that for the Parents to terminate or otherwise make changes to this Enrolment Agreement, the School will only act upon written instructions to the Headmaster of both of the Parents, unless:

5.3.1 only one Parent is a signatory to this Enrolment Agreement pursuant to clause 2.2 above, in which case the School will act upon written instructions to the Headmaster of that Parent; or

5.3.2 a court orders otherwise, in which case the School will act in accordance with the court order.

6 Student Information/Special Needs

6.1 The School has limited resources to provide for special needs of particular students. Special needs include physical or intellectual disabilities, learning difficulties or learning support requirements and needs of a medical, psychological, health or dietary nature. The School does not warrant that it is able to provide for special needs and the Parents acknowledge that the School cannot always meet a student's existing, future or potential special needs.

6.2 The Parents warrant that they have informed the School of all special needs of the Student which may be relevant to the education or welfare of the Student. If the Parents fail to inform the School of any special needs in relation to the Student, the School, in its absolute discretion, may refuse to proceed with enrolment of the Student or terminate the enrolment of the Student under this Enrolment Agreement.

6.3 The Parents agree that they will immediately inform the School should the Student develop special needs or if special needs are identified after the date of this Agreement or should the special needs of the Student change in any way from the date of signing this Agreement until termination of the Student's enrolment at the School.

6.4 Where the Parents inform the School of special needs of the Student, or where special needs develop, are identified or change, the School will discuss those special needs with the Parents. If the School considers that it cannot meet the special needs of the Student:

6.4.1 the School, in its absolute discretion, may refuse to proceed with the enrolment of the Student or terminate the enrolment of the Student under this Enrolment Agreement.

6.4.2 the Parents may choose not to proceed with the enrolment, or may terminate the enrolment of the Student without giving notice under clause 3.1 of this Enrolment Agreement.

6.5 If the School agrees to accept the Student for enrolment or to continue with the enrolment of the Student after being informed of the Student's special needs or special needs being identified in relation to the Student, the School will inform the Parents of the extent to which it will likely be able to provide for the Student's special needs. If the Parents subsequently choose to proceed with the enrolment, the Parents acknowledge and agree that the School will not be liable for any failure to provide for those special needs.

7 Discipline

7.1 The School's disciplinary policies apply to conduct of the Student both inside and outside the School and whether or not the conduct is connected to school activities.

7.2 The School may, in its absolute discretion, determine when conduct of the Student warrants discipline and may apply such discipline as the School, in its absolute discretion, considers appropriate having regard to the Code of Expectations and Behaviour for Students and other school rules, regulations, policies and procedures in force from time to time and the conduct of the Student.

7.3 The Parents acknowledge and agree that the School's disciplinary procedures include suspension from the School and immediate termination of the Student's enrolment under this Enrolment Agreement at the School's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees or charges previously paid.

8 Loss of Property and Insurance

8.1 It is not practically possible for the School to implement and administer systems or processes which will adequately protect the Student's personal property against loss, damage or theft.

8.2 All personal property brought to the School or to a school activity by the Student is at the sole risk of the Student and the Parents. The School accepts no liability for loss or theft of or damage to personal property of the Student however that may occur and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss, theft or damage.

8.3 The School does not insure the personal property of students or parents which is brought to the School or to school activities. It is the responsibility of the Parents to arrange such insurance as they consider appropriate.

8.4 The School has limited personal accident insurance in respect of its students, and accordingly the Parents should arrange such personal accident insurance in respect of the Student as they consider appropriate.

9 GST

9.1 Where possible the School will quote its tuition fees and charges on a GST inclusive basis. If GST becomes payable in respect of any part of any tuition fees and charges levied by the School, the School reserves the right to increase those tuition fees and charges at any time.

10 Personal Information, Material and Media

10.1 The Parents agree that the School will collect personal information about the Parents and the Student which may be required by the School to function and conduct its activities.

10.2 The Parents authorise the School to use and disclose such personal information at any time during or after the Student's enrolment in such manner and in such circumstances as the School, in its absolute discretion, considers appropriate for the purposes of the School's functions and activities and for the education, health, care, welfare or development of the Student.