

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, Media and Intellectual Property

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 business and activities. In this Agreement, 'personal information' has the meaning given in the Privacy Act 1988 (Cth) and includes 'sensitive information' as defined in that Act.

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 business and activities and for the education, health, care, wellbeing or development of the Student. This includes disclosure of such personal information to the School's Parents and Friends Association, P&F Auxiliary and Support Groups.

10.3 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 that Act in respect of that breach.

10.4 During the course of the Student's enrolment at the School, the Student may create works in which intellectual property rights subsist. The School acknowledges that any such intellectual property rights will vest in the Student upon creation. The Parents grant, on behalf of the Student, a royalty-free, non-exclusive licence to the School to use, edit, reproduce, publish or otherwise communicate (on an ongoing basis, even after the Student ceases to be enrolled at the School) such works for the purpose of the School's current and future media activities to assist with the

School's curriculum, and for the School's promotional and advertising purposes.

11 No Warranty

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

11.2 The School does not warrant that it can control the behaviour or activities of other students, their parents or other persons associated with them 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, and/or the School's employees and agents; and

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

arising out of a failure of the Student or the Parents to comply with this 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 intranet, and which may be amended at the School's absolute discretion at any time.

13 General

13.1 This 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 Agreement is of no force or effect.

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

13.3 This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

13.4 A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.



BRISBANE GRAMMAR SCHOOL

STUDENT ENROLMENT AGREEMENT

THIS FORM MUST BE READ, SIGNED AND RETURNED TO THE SCHOOL WITH THE CONFIRMATION FEE SPECIFIED IN THE CURRENT SCHEDULE OF FEES AND FEE PAYMENT POLICY INFORMATION (ENCLOSED WITH THIS AGREEMENT).

BRISBANE GRAMMAR SCHOOL

Gregory Terrace, Brisbane, Queensland, 4000

Telephone: (07) 3834 5200 Email: reception@brisbanegrammar.com

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): _____

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 (Agreement).

1.2 The School will educate the Student with due care and skill. The Parents will encourage the Student to work diligently in relation to the curriculum and take full advantage of the cocurricular opportunities.

2 Responsibilities of the Parents

2.1 The Parents agree:

2.1.1 to pay the enrolment confirmation fee specified in the current Schedule of Fees and Fee Payment Policy Information (enclosed with this Agreement) at the time of signing this Agreement which they acknowledge is non-refundable in any circumstances;

2.1.2 to pay all tuition fees and charges levied by the School (including all fees payable prior to commencement at the School) by the due dates in accordance with the Schedule of Fees and Fee Payment Policy Information published by the School and amended from time to time (a copy of the current Schedule of Fees and Fee Payment Policy Information is enclosed with this Agreement);

2.1.3 if requested by the School, 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 under this Agreement;

2.1.4 to immediately inform the School in writing should either of the Parents become bankrupt;

2.1.5 that they have read, and 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;

2.1.6 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 intranet and which may be amended from time to time at the School's absolute discretion; and

2.1.7 that the School has absolute discretion in respect of its operational matters and the Student and the Parents will accept and comply with its decisions in respect of those matters. This includes, but is not limited to, decisions about curricular and cocurricular activities such as mode of delivery, range of offerings and availability, timetabling and teacher allocation.

2.2 Both of the Parents must sign this Agreement unless a parent or guardian informs the Headmaster in writing (supported by documentary evidence acceptable to the School) that he/she has sole legal parental responsibility 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 Parent 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 (including any fees payable prior to commencement at the School) not be paid by the due date, the School may immediately suspend or terminate the Student's enrolment at the School's absolute discretion. In the event of suspension or termination of enrolment under this Agreement there will be no refund of any fees or charges previously paid, save to the extent that fees paid in advance in respect of the Student exceed the notice that would otherwise be required for withdrawal of the Student under clause 3 of this Agreement.

2.4 The Parents agree that the School is entitled (without prejudice to its rights under clause 2.3 of this Agreement) to charge administration and service fees on any outstanding tuition fees and charges until those tuition fees and charges have been paid in full. The Parents also agree that the School is entitled to charge administration and service fees for monthly instalments, instalment changes and dishonoured payments. The Parents agree that the administration and service fees specified in the current Schedule of Fees and Fee Payment Policy Information (enclosed with this Agreement) are 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 matters. Any increase in the administration and service fees will be notified in writing to the Parents.

2.5 The Parents acknowledge that, at the School's absolute discretion, the School may suspend or terminate the Student's enrolment under this Agreement:

2.5.1 immediately in the case of a material breach, by the Student and/or the Parents, of this 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 Agreement there will be no refund of any fees or charges previously paid, save to the extent that fees paid in advance in respect of the Student exceed the notice that would otherwise be required for withdrawal of the Student under clause 3 of this Agreement.

2.6 The Parents acknowledge that, subject to any applicable legislation, the School may deliver curricular and cocurricular activities in any way that the School, in its absolute discretion, considers necessary or appropriate in the circumstances (including remotely via online or digital platforms). The School does not warrant, represent or guarantee that any curricular or cocurricular activities will be delivered to the Student in any particular way.

2.7 The Parents agree to provide the School with a copy of the Student's:

2.7.1 most recent school report with this signed Agreement and updated records when requested until the time the Student commences at the School; and

2.7.2 birth certificate with this signed Agreement if not previously provided to the School.

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 as described in clause 3.1 of this Agreement, or must pay a full term's fees in lieu of notice (including both tuition and residential fees); 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 of a Student does not proceed and the Student does not commence at the School, in addition to the requirements of clauses 3.1 and 3.2 to 3.4 of this Agreement (as applicable), the Parents will forfeit all amounts already paid to the School including, but not limited to, the confirmation fee, advance fee and application 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 Details

4.1 The Parents agree to immediately inform the School in writing of any change in their contact details.

5 The Parents' Instructions

Usual School Activities and Communications

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 or cocurricular nature. The Parents agree that the School can act upon the instruction, authority or direction provided by only one of the Parents, unless:

5.1.1 only one Parent is a signatory to this Agreement under clause 2.2 of this Agreement, in which case the School will only act upon the instruction, authority or direction provided by that Parent; or

5.1.2 the School receives written instructions from both of the Parents or a court order to do otherwise.

5.2 The School may provide information relating to the Student's education and enrolment including, but not limited to, report cards, newsletters and information regarding School activities, to both Parents, whether or not they have signed this Agreement, unless and until the School receives instructions from both of the Parents or a court order to do otherwise. The School may provide such information to one of those persons on behalf of both of those persons, or to both persons if separate addresses are provided to the School.

Emergencies

5.3 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 under this clause.

Termination of Enrolment

5.4 Subject to the terms of this Agreement, the Parents agree that for the Parents to terminate this Agreement, the School will only act upon written instructions of both Parents to the Headmaster, unless:

5.4.1 only one Parent is a signatory to this Agreement under clause 2.2 of this Agreement, in which case the School will act upon written instruction of that Parent to the Headmaster; or

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

6 Student Information

6.1 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 all 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 wellbeing of the Student.

6.3 The Parents agree that they will immediately inform the School if 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.

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 Agreement at the School's absolute discretion. In the event of suspension or termination of enrolment under this Agreement there will be no refund of any fees or charges previously paid, save to the extent that fees paid in advance in respect of the Student exceed the notice that would otherwise be required for withdrawal of the Student under clause 3 of this Agreement.

8 Loss of Property and Insurance

8.1 It is not practical 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 any 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 any 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.