



Application Form & Acceptance Agreement

APPLICATION FORM

Programme		
	Title	
	Description and Details	
	Duration and Dates	
	Fees	
Student Details		
	Name	
	Year, Base	
Parent Details		
	Parent 1 Name	
	Parent 2 Name	
Student Wellbeing Information	Health, Medical, Education and Wellbeing Information which has not been provided to Tanglin Trust School	

I acknowledge that by submitting this Form, I will enter into a legally binding contract with Tanglin Australia Pty Ltd (“Tanglin”) in accordance with the Terms and Conditions of this document. I also consent to Tanglin obtaining from Tanglin Trust School, and Tanglin Trust School disclosing to Tanglin, student and parent information from the student management system of Tanglin Trust School for the purpose of this application.

Signature:

Name:

Date:

TERMS AND CONDITIONS

1. Scope and Definitions

- 1.1. Tanglin Australia Pty Ltd (“Tanglin”) is the wholly-owned subsidiary of Tanglin Trust School Ltd in Singapore (“Tanglin Trust School”), and provides student boarding services and activities at premises located at 2 Pinnacle Drive, Rawson 3825 in the state of Victoria in Australia (“Gippsland Campus”).
- 1.2. The Gippsland Campus is a registered school boarding premises as defined by the Victorian Registrations & Qualifications Authority.
- 1.3. This Acceptance Agreement sets out the terms and conditions which govern Tanglin and the Parents with respect to the application and acceptance of students into the Gippsland Campus, and the provision and use of the boarding Services.
- 1.4. Tanglin reserves the right to vary and amend this Acceptance Agreement from time to time. Notice of changes will be provided to Parents.
- 1.5. In this Agreement, the following capitalized terms have the following meaning ascribed to them:
 - “Parent” and “Parents” mean the natural and legal parents of a student and include guardians;
 - “Programme” means a residential activity for which a Student has been sent by Tanglin Trust School to board and participate in at the Gippsland Campus;
 - “Services” has the meaning given to the term in Clause 3.1 of this Agreement;
 - “Students” refers to boarders admitted into the Gippsland Campus;
 - “Tanglin” refers to Tanglin Australia Pty Ltd
 - “Tanglin Trust School Ltd” refers to Tanglin Trust School Ltd in Singapore, the shareholder of Tanglin.

2. Application and Admission

- 2.1. Upon Parents receiving information from Tanglin Trust School that a Programme to be conducted at the Gippsland Campus is available for their child’s Year group, Parents may register for admission of their child to the Gippsland Campus using the Application Form.
- 2.2. Upon submission of the Application Form by a Parent, this Agreement shall become effective and form a legally binding contract between Tanglin and the Parents.

- 2.3. Students must qualify under the admission criteria set out in the Acceptance Policy in order to be accepted to board at the Gippsland Campus.
- 2.4. If Tanglin determines that the admission criteria is not met, the Parent will be informed that the application for admission is rejected, and this Agreement shall be deemed as having come to an end as at the date of the rejection notification.
- 2.5. If no rejection is received by the Parent, the Student is accepted for admission to the Gippsland Campus for the Programme and this Agreement continues until terminated according to the terms of Clause 12.

3. Services

- 3.1. Tanglin will provide the premises, facilities, equipment and manpower for accommodation, food, activities, and pastoral care services for Students (“Services”).
- 3.2. Parents wishing to utilize the Services of the Gippsland Campus must apply using the Application Form above. The Application Form states a description of the Programme to be held at the Gippsland Campus, and the dates and times during which the Programme will run at the Gippsland Campus (“Programme Period”).
- 3.3. During each Programme Period, the Campus will operate full time around the clock and 7 days a week.
- 3.4. A list setting out the key Services is found at Appendix A.
- 3.5. Tanglin will provide Services in compliance with all applicable regulations, standards and requirements pertaining to registered school boarding premises in Victoria.
- 3.6. Tanglin will ensure that there are adequate staff of qualified personnel and will train them to perform the Services according to the terms of this Agreement.
- 3.7. Parents acknowledge that Tanglin may change the contents and method of delivery of the Programmes that it operates from time-to-time at its absolute discretion.

4. Student Wellbeing and Safety

- 4.1. **Policies.** Tanglin will provide Students with a safe and nurturing environment in which to prosper and thrive. Tanglin has embedded a culture of child safety across the Gippsland Campus and shall implement strategies to effectively identify and reduce child safety risks, including implementing policies and procedures relating to child safety and wellbeing and for reporting child protection incidents.
- 4.2. **Duty of Care – Cultural Safety.** Tanglin owes a duty of care to Students and is committed to the cultural safety of Aboriginal Students, the cultural safety of children from a culturally and/or linguistically diverse background and to providing a safe environment for children with a disability. Tanglin will accept Students of all faiths and

cultural backgrounds and will as far as practicable make allowances for Students to carry out their religious and cultural practices.

- 4.3. **Duty of Care – Injury.** Tanglin shall take reasonable measures to protect Students from reasonably foreseeable risks of injury. It owes a further duty to prevent the abuse of a Student by any individual associated with the Gippsland Campus while the Student is under the care, supervision or authority of Tanglin.
- 4.4. **Worker Screening.** All staff, volunteers and contractors working at the Gippsland Campus must have WWCC or Victorian Institute of Teaching (VIT) in accordance with the *Worker Screening Act 2020 (Vic)* (the “Act”). Tanglin has strict protocols in terms of monitoring the status of Working with Children Checks (WWCC) for persons entering the Gippsland Campus, and will conduct regular checks of the status of the WWCCs, including maintaining a register. Tanglin will respond to a cardholder receiving an Exclusion Notice (previously known as a Negative Notice) under the Act in accordance with its child protection policies.
- 4.5. **Attendance Register.** Tanglin maintains a register that is a permanent record of the students admitted to the Gippsland Campus and has processes and procedures in place to ensure that the register is kept up to date.
- 4.6. **Location Monitoring.** During each Programme Period, Tanglin will conduct close monitoring of the location of Students when on and off site of the Gippsland Campus and will provide supervision of Students in accordance with its policies and procedures in relation to on-site supervision and off-site supervision. Tanglin uses a software tool to conduct attendance and roll call and manage Students’ whereabouts.
- 4.7. **Medical Conditions Register.** To assist Tanglin in meeting its duty of care obligations, Tanglin maintains a register of Students with medical conditions. Tanglin’s key staff responsible for the Gippsland Campus shall undergo first aid training and a register of training will be maintained by Tanglin.
- 4.8. **Restrictive Interventions.** Tanglin will only use restrictive interventions when it is necessary to prevent harm to the Student or to other Students in accordance with the its Restraint and Seclusion Policy.
- 4.9. **Emergency Management Plan** In the instance of an emergency evacuation or critical incident, the Gippsland Campus staff will direct Student to emergency exits and the emergency assembly point or to remain in their room, in accordance with the Emergency Management Plan. The Emergency Management Plan is regularly reviewed, at least annually and after any critical incident or emergency evacuation.

5. Fees

- 5.1. The quantum of Fees is dependent on the nature, content and duration of each Programme, and will be stated on the Application Form. The Fees will be made known to Parents along with other information on the Programme during parent briefings and via other modes of communications such as emails and over Tanglin Trust School’s parent portal.

- 5.2. The Fees are a subsidised fee which covers part of the expenses associated with the Programme at the Gippsland Campus, including the provision of food, accommodation, activities, pastoral care, gas, electricity and water usage and the other facilities and services listed in this Agreement.
- 5.3. The Fees do not include cost of toiletries, clothing and other effects of a personal nature, tele-communication on personal devices not using the Gippsland Campus wifi, and any personal purchases. Any air travel and related transportation and arrangements which has to be undertaken by a Student apart from scheduled Programme activities for any reason such as illness or sudden change of plans or an emergency, shall be for the Parents' own account and is not covered by the Fees.
- 5.4. The due date for payment of Fees will be stated on the Application Form. If full payment of Fees is not received by the stated due date, the Student will not be admitted to the Gippsland Campus and Tanglin shall not be obliged to provide the Student with any Services under this Agreement.
- 5.5. Parents are jointly and severally liable for making full payment of all Fees.
- 5.6. Tanglin reserves the right not to refund Fees in any circumstances, including absences due to illnesses. However, where special circumstances exist, the Head of Campus may, in his sole discretion, consider a request for a refund by a Parent.
- 5.7. Any agreement or act by Tanglin not to strictly enforce the terms under the Terms and Conditions in relation to Fees does not constitute a waiver of any of its other rights.
6. Student Behaviour and Conduct
- 6.1. All Students are required to abide by all relevant policies and procedures of Tanglin, in particular, the Student Code of Conduct, Bullying and Harassment Prevention Policy, and Student Discipline and Behaviour Policy. Failure to abide by Tanglin's policies may result in disciplinary action for the Student or termination of this Agreement and hence the boarding enrolment at the Gippsland Campus.
- 6.2. Each Student must care for the buildings, furniture and equipment of the Gippsland Campus and Parents are financially responsible for damage caused through their child's wilful conduct, carelessness or neglect.
- 6.3. It is each Student's responsibility to keep their personal space clean and tidy.
- 6.4. Tobacco, vaping, non-prescribed drugs and alcoholic drinks are strictly prohibited while boarding at the Gippsland Campus and during the Programme.
- 6.5. Students shall remain at all times within the Gippsland Campus, or when off-site according to the Programme activities, remain within the area or route stipulated by Tanglin staff unless prior express permission is given by the Head of Campus or his delegated representative otherwise.

- 6.6. Where it is considered necessary, Tanglin may authorise the Head of Campus to conduct a search of any of the Student's private belongings that have been brought onto the Gippsland Campus or to any Programme activity and may direct the Student to empty their pockets or clothing.
- 6.7. Parents agree to support Tanglin in lawful disciplinary actions in accordance with Tanglin's policies, which Tanglin deems as appropriate to modify, address and deal with the Student's behaviour and conduct.

7. Parents' Obligations

- 7.1. Parents acknowledge that Tanglin is entitled, subject to legal requirements, to select the Students who may be admitted to the Gippsland Campus in accordance with its Acceptance Policy as varied from time-to-time, and may in its absolute discretion and on lawful grounds, reject an application for admission.
- 7.2. Parents acknowledge that they have read and understood and agree to adhere to the Tanglin's policies and procedures, in particular, the Parents Code of Conduct amended from time-to-time and which can be found on Tanglin's website.
- 7.3. Parents will provide information requested by Tanglin and advise Tanglin as soon as possible of any changes to important information such as a Student's health and educational needs, the Student's or Parents' contact information, and family circumstances.
- 7.4. Parents agree to assist Tanglin in discharging its obligations under the Child Wellbeing and Safety Act 2005 (Vic) by participating in investigations in relation to allegations of 'reportable conduct', or taking any other steps to assist Tanglin with its child safety statutory obligations, if requested to do so by Tanglin or a regulatory authority.
- 7.5. Parents acknowledge and consent to their child being photographed or filmed/videotaped by Tanglin from time-to-time within the Gippsland Campus or while participating in Tanglin events or activities, and to the use of these photographs or footage with the Student's name in Tanglin and Tanglin Trust School publications, including their website, social media, newspapers and other media, or otherwise for educational purposes. Parents agree that if they do not wish to consent, or if they wish to withdraw the consent, it is their responsibility to notify Tanglin in writing.

8. Medical Conditions

- 8.1. Parents acknowledge the importance of Tanglin having full knowledge of each Student's medical and wellbeing condition and consent to Tanglin obtaining from Tanglin Trust School, and Tanglin Trust School disclosing to Tanglin, such information.
- 8.2. As conditions for boarding and participating in a Programme at the Gippsland Campus would be different in nature from attending school at Tanglin Trust School in Singapore, Parents are required to provide details of any additional information about their child's

health and any medical conditions in the Application Form which may be relevant and which may not have been disclosed to Tanglin Trust School, including any disabilities, special learning needs or other conditions that may impact upon Tanglin's ability to properly care for the Student, and to enable consideration of any reasonable adjustments and facilities that may be required. Such information must be based on all current information available to the Parent at the relevant time and Parents shall inform Tanglin of any new or change in such information regarding the Student. Details of any educational assessments that have been made by professionals, such as educational psychologists or speech pathologists, for example, should be indicated on the Application Form and submitted to Tanglin.

- 8.3. An application for enrolment of any student with anaphylaxis and/or asthma must include a completed Individual Anaphylaxis Management Plan or an Asthma Action Plan.
- 8.4. In an emergency situation or where Tanglin is unable to contact the Parent, or it is impractical in the circumstances, the Parents authorise and specifically consent to Tanglin taking whatever action is considered necessary for the wellbeing of the Student. This may include:
 - 8.4.1. administering first aid as may be considered reasonably necessary to do so;
 - 8.4.2. referring or taking the Student to a legally qualified medical practitioner or hospital as might be considered appropriate in the circumstances;
 - 8.4.3. obtaining or providing urgent medical or surgical attention or treatment for the Student as might be deemed necessary by a legally qualified medical practitioner.
- 8.5. Parents accept full responsibility for any expenses incurred by Tanglin arising from such action (including, but not limited to, ambulance transportation, medical and like expenses) which are not recovered by Tanglin under any insurance policy.

9. Complaints

The process outlined in the Tanglin Gippsland Complaints and Grievances Policy should be referred to in the event that Parents or Students wish to raise a complaint in relation to Tanglin Gippsland.

10. Privacy Policy

Tanglin collects information through the acceptance process for the purpose of enabling a student to attend Tanglin Gippsland. This ensures Tanglin Gippsland has all the relevant information required to provide the Services and necessary support for that student. Parents consent that for this purpose, Tanglin may also obtain student personal information from Tanglin Trust School, including having access to the student information system of Tanglin Trust School.

11. Limitations on Liability

- 11.1. It is the responsibility of each Student while resident at the Gippsland Campus to take care of all personal possessions including musical instruments, sporting equipment, electronic devices, cash, clothing and other personal possessions, and

Tanglin shall not be liable for any loss, theft or damage to this property except where such loss, theft or damage is due directly to the wilful misconduct of Tanglin.

11.2. Parents are urged to obtain insurance coverage for their child's personal items of value, such as mobile phones, electronic devices, jewelry, and musical instruments.

11.3. While every reasonable precaution and protective measure has been taken by Tanglin, unexpected losses and injuries may occur. To the extent permissible by law, all conditions, warranties and liabilities, whether expressed (other than those set out in these Terms and Conditions) or implied are excluded. To the maximum extent permissible by law, Tanglin shall not be liable for any loss, damage, claim or expense a Parent or Student may incur or suffer as a result of, or arising out of or in connection with this Agreement.

12. Term and Termination

12.1. This Agreement shall be valid from the date the Parent submits the Application Form, and shall remain in full force and effect until any of the following events, whichever is the earliest:

12.1.1. Tanglin informs the Parent that their application for their child's admission to the Gippsland Campus has been rejected;

12.1.2. the Student has been admitted to the Gippsland Campus and leaves the Gippsland Campus after completing the Programme;

12.1.3. the Student ceases to be enrolled in Tanglin Trust School; or

12.1.4. the Agreement is otherwise terminated in accordance with Section 12.2 of this Agreement.

12.2. This Agreement may be terminated in the following circumstances:

12.2.1. By Parents and Tanglin upon mutual written agreement, to be effective on a mutually agreed date;

12.2.2. by Tanglin upon a serious breach by the Student of Tanglin's policies and procedures, including the Student Code of Conduct, the Bullying and Harassment Prevention Policy and Student Discipline and Behaviour Policy, or of the other terms of this Agreement relating to Student behaviour and conduct which adversely affects Tanglin's reputation or is regarded as harmful to the interests of other Students;

12.2.3. by Tanglin due to a failure by Parents to make honest, correct and full disclosure regarding the Student's wellbeing needs, medical records or other factors relevant to the Student's residence at the Gippsland Campus;

12.2.4. by Tanglin due to a failure of Parents to pay the Fees within the required timeframe; or

12.2.5. by either Parents or Tanglin due to an irretrievable break down in the relationship of trust and cooperation between the Parents and Tanglin.

13. Consumer Protection Laws

The terms of this Acceptance Agreement, and the availability of complaints and appeals processes, do not affect the rights of the Parent to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

14. Governing Law

This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by, construed, enforced, and interpreted in accordance with the laws of Victoria, Australia.

15. Force Majeure

Neither the Parents nor Tanglin will be liable to the other party for failure or delay in the performance of any obligations under this Agreement for the time and to the extent such failure or delay is caused by reasons of acts of God or other cause beyond its reasonable control.

16. Severability

If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any party. In such event, the parties shall use good faith efforts to negotiate a substitute, valid, and enforceable provision or agreement that most nearly affects the parties' intent in entering into this Agreement.

17. Taxes

Each party hereto shall be responsible for any and all taxes levied as a result of the performance of each party's respective activities under this Agreement.

18. Survival

The Clauses that by their nature are intended to survive the expiration or termination of this Agreement, including Clauses 9 (Complaints), 11 (Limitations on Liability), and 17 (Taxes), shall survive expiration or termination of this Agreement.

Services

The Services provided by Tanglin shall include the provision of the following:

- Shared Bedroom
- Mattress, pillow, blanket and bedding
- Cupboard for clothing and personal effects
- Desk and chair
- Shared bathrooms with shower and toilet
- Laundry
- Cleaning and sanitation
- Meals and snacks
- Utensils and crockery
- Classes and teachers
- Pastoral Care
- Library
- Telephone and Internet
- Printing and Stationary
- Educational Supplies
- Outdoor activities and equipment
- Transport - from and to airport and for activities
- Health Services and Liaising with Emergency services
- Provision of utilities