

DSM Terms and Conditions of Enrolment

Deutsche Schule Melbourne Inc, ABN 52 936 931 854



1. Introduction

- 1.1 This document outlines the terms and conditions of enrolment at Deutsche Schule Melbourne (DSM).
- 1.2 By signing the Enrolment Acceptance Form and paying the Enrolment Fee and Capital Contribution within the deadline stated in the enrolment offer (or any extended deadline agreed to by the School), the Parent/guardian(s):
 - (a) accept the offer of enrolment at the School for the Student; and
 - (b) agree to these Terms & Conditions of Enrolment for the duration of the Student's enrolment.
- 1.3 The School reserves the right to reasonably amend these Terms and Conditions of Enrolment as required to address the operational needs of the School. When changes occur, the updated version will be published on the School's website.
- 1.4 The School makes no representation or promises regarding any academic achievement or level of performance of any Student.
- 1.5 The School provides educational services that are within the scope of its registration. DSM provides a bilingual and bicurricular education. This is guided by the German curriculum of Thuringia and the curriculum content of the Victorian Curriculum and Assessment Authority.

2. Fees

- 2.1 The Parent/guardian(s) of the Student are responsible for all Fees during the enrolment period. Where the Student has more than one Parent/guardian, all Parent/guardian(s) are jointly and severally responsible.
- 2.2 All Fees are due and payable in full on the date set out in the fee statement sent to the Parent/guardian(s) each term and as available on the School's website, unless another arrangement has been pre-agreed in writing between the Parent/guardian(s) and the School.
- 2.3 The Student will not be permitted to enter a new term while any part of the Fees for the previous billing period remains unpaid, unless approved by the Business Manager in writing. A decision under this clause is at the sole discretion of the Business Manager, and any waiver of this clause in a particular instance does not indicate an ongoing waiver.
- 2.4 If the Student is admitted to the School during a term, Fees will be charged as per the Fee Schedule or as advised by the Business Manager or their delegate in writing.

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- 2.5 If the Parent/guardian(s) wish to withdraw the Student from the School, the Parent/guardian(s) must provide a minimum of one full term's written notice to the Principal by email to: Principal@dsm.org.au and Enrolments@dsm.org.au by no later than;
- (a) the first day of a term, if the Student will leave on the last day of that term; or
 - (b) if the Student will leave prior to the commencement of or during a term, the first day of the preceding term.
- 2.6 Where less than one full term's written notice of withdrawal is provided, the School will charge a fee in lieu of notice equivalent to one term's tuition fee.
- 2.7 Despite any other clause in these Terms and Conditions of Enrolment, Parent/guardians(s) may give 8 weeks' written notice to the Principal by email to: Principal@dsm.org.au and Enrolments@dsm.org.au that the Student's enrolment is being withdrawn, where:
- (a) notice is given in the period between the commencement of Term 4 in one School year and prior to the commencement of Term 1 in the subsequent School year: and
 - (b) the subsequent year's School Fee Schedule will result in tuition fees for the relevant year of the Student's enrolment increasing by more than 6.0% when compared to the previous year's tuition fees.
- 2.8 All outstanding Fees, together with any amounts imposed by the School (including those not yet fallen due but relating to the Student's period of enrolment, even if only for a part a term), must be paid in full on the Student's final day of enrolment.
- 2.9 No refund of Fees paid, or waiver of any Fees due or outstanding, will be made if the Student is withdrawn from the School during a term or is absent for any reason. An exception may be made at the sole discretion of the Principal if either of the following occurs:
- (a) the Student has a prolonged illness which has resulted in absence from the School for over one term.
 - (b) the Principal has approved an extended absence of one month or longer under clause 8.2.
- If the Principal agrees to any such refund or waiver, the amount of such refund or waiver is at the sole discretion of the Business Manager.
- 2.10 If the School terminates the Student's enrolment, the Parent/guardian(s) are liable for all Fees up to the date when the School notifies the Parent/guardian(s) of such termination.
- 2.11 The Business Manager is authorised to take any necessary action to recover unpaid Fees, including recovery costs, referral to debt collection agencies, and listing with credit agencies.
- 2.12 Any overdue accounts may result in late fees, suspension of enrolment, the exclusion of the Student from certain activities, permanent exclusion from the School, and recovery via legal

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action. This will involve both payment of the unpaid Fees and costs of recovery being charged to the Parent/guardian(s).

3. Disclosure

- 3.1 The Parent/guardian(s) acknowledge that the Enrolment Application has been completed honestly and correctly and that the Parent/guardian(s) have made full disclosure in response to the matters and questions raised in the Enrolment Application and otherwise requested as part of the enrolment process described in the Enrolment Policy.
- 3.2 Any dishonest or incorrect completion of the Enrolment Application, or failure to fully disclose required or requested information as part of the enrolment process described in the Enrolment Policy, may result in the immediate termination of the Student's enrolment by the School.
- 3.3 The School reserves the right to obtain further information regarding the Student, including all academic information, school reports, living arrangements, and all medical and other reports regarding the Student, if applicable.

4. Intervention

- 4.1 The School reserves the right to intervene in any Student's behaviour that may affect other Students or staff or could lead to actual or potential damage to the reputation or property of the School.
- 4.2 Intervention measures may be taken against the Student, if in the opinion of the Principal the Student is found to have breached School policies, the Student Code of Conduct or is found to have engaged in behaviour detrimental to the School, its staff or students.
- 4.3 If the Principal suspends the Student, the Parent/guardian(s) shall be notified of the suspension and the period for which the suspension shall operate.
- 4.4 If suspended, the Student shall not enter upon any of the School grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Parent/guardian(s) during such period.
- 4.5 The Parent/guardian(s) are expected to support the School's aims, objectives, ethos, rules, policies and intervention measures.

5. Health and medical treatment

- 5.1 The School will notify the Parent/guardian(s) of injury or illness the Student may suffer at the School in line with relevant policies on the School's website.

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- 5.2 If, during the period of enrolment, the physical and/or mental health of the Student changes, the Parent/guardian(s) will notify the School and provide any relevant medical information or reports in a timely manner. The School reserves the right to assess and determine its ability to provide ongoing education to the Student. The School reserves the right to require the Parent/guardian(s) to provide the School with further information or to require the Parent/guardian(s) to withdraw the Student for a period reasonably needed to undergo medical treatment.
- 5.3 In the event that the Student is involved in a medical emergency and the Parent/guardian(s) or a nominated contact person cannot be reached, the School can take action and incur expenditure as it considers necessary in the Student's best interests. The Parent/guardian(s) will indemnify the School for the cost of any such treatment or action taken.

6. Personal possessions

- 6.1 The Student and the Parent/guardian(s) are responsible for taking care of any personal possessions belonging to them, including musical instruments, sporting equipment, electronic devices and clothing. The School is not liable for any loss or damage to this property.
- 6.2 The Parent/guardian(s) will indemnify the School for any loss or damage to school property arising from the Student's use or possession of such property.

7. Attendance

- 7.1 The Student must attend the School on the dates and between the hours advised by the School. In addition, the Student and the Parent/guardian(s), if required, must attend and participate in all co-curricular activities, including sporting training and matches, camps, excursions, music rehearsal and performances, inter-school activities and public and community events, which may be held on the weekend or before or after regular school hours.
- 7.2 After holiday periods and public holidays, the Student is expected to return to the School on the dates fixed for resuming unless the process set out in clause 8.2 below is followed.
- 7.3 The Student is not permitted to leave the School before a public holiday, or at the end of the term until the published closing date, unless the process set out in clause 8.2 is followed.
- 7.4 The Student will not be able to attend the School for any time during which the Student suffers from a disease or condition which is contagious through regular social contact or during which time a medical practitioner has recommended the Student not attend.
- 7.5 The Parent/guardian(s) will encourage the Student to take full advantage of the curricular and co-curricular opportunities offered by the School to further their education so that the student may develop holistically.

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8. Absences

- 8.1 The following applies to Student absences due to unforeseen circumstances (for example due to illness, injury or bereavement) during the school term:
- (a) Parent/guardian(s) must record all Student absences via the School Management Software before the relevant school day commences.
 - (b) For illnesses or injury lasting longer than three school days, a medical certificate must also be provided.
 - (c) For other absences due to unforeseen circumstances lasting longer than three school days, Parent/guardian(s) must provide detailed written reasons for the absence to the School.
 - (d) Failure to comply with the above requirements will result in the absence being recorded as an unauthorised absence.
- 8.2 The following applies to all other Student absences:
- (a) Parent/guardian(s) must record all Student absences (regardless of duration) via the School Management Software before the relevant school day commences.
 - (b) Student absences of between two and five school days' duration require either five working days' advance written notice to the School or written approval from the Principal.
 - (c) Student absences exceeding five school days' duration require written approval in advance from the Principal.
 - (d) Repeated absences (regardless of duration) in a school year around public holidays and/or school holiday periods require written approval in advance from the Principal.
 - (e) Failure to comply with the above requirements will result in the absence being recorded as an unauthorised absence.
 - (f) Student absences equal to or exceeding one month's duration may incur an administration fee, payable at the discretion of the Business Manager.
- 8.3 The year-level placement of Students returning after an extended absence of one term or longer (whether due to unforeseen circumstances or otherwise) is at the Principal's discretion. The Student may be required to take assessments to validate their current academic level. The School will assess each case on its individual merits and, where appropriate, will consult with Parent/guardian(s) as part of the review process.

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9. Expectations of Students and Parents

- 9.1 Students and Parent/guardian(s) are expected to follow the School's policies and procedures that apply at the relevant time. These include, but are not limited to, the Parent Code of Conduct and the Student Code of Conduct.
- 9.2 Disciplinary action may be implemented against the Student and/or Parent/guardian(s) if the Parent/guardian(s) is found to have breached the Parent Code of Conduct. Disciplinary action may include, but is not limited to, detention, suspension, or termination of enrolment.

10. Termination

- 10.1 The Student's enrolment at the School may be terminated:
 - (a) in accordance with the provisions of these Terms and Conditions of Enrolment;
 - (b) at the Principal's discretion;
 - (c) in accordance with the Parent Code of Conduct;
 - (d) in accordance with the Student Code of Conduct; and/or
 - (e) as permitted by law.

11. Communication & privacy

- 11.1 Parent/guardian(s) are required to provide copies of all existing court or parenting orders at the time of enrolment and during the enrolment period. The School will abide by such orders and inform both Parents/guardian(s) of School matters relating to the relevant Student.
- 11.2 The provision of misleading representation in relation to the guardianship of, or living arrangements of, the Student may result in the School suspending or terminating the Student's enrolment, including where the School is not satisfied that a responsible adult of good character is providing adequate supervision and care for a Student.
- 11.3 The School will not disclose any information in relation to the Student to any party other than the Parent/guardian(s), subject to the Privacy Policy.
- 11.4 In the event that the Parent/guardian(s) are not the natural parent/guardian(s) of the Student, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the School with the Enrolment Application.
- 11.5 The Parent/guardian(s) consent to the School using their personal information and the Student's personal information to receive marketing communication in accordance with the

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Privacy Policy. The Parent/guardian(s) may opt out of receiving any marketing communication annually via the School Management Software consent request or by contacting the School at info@dsm.org.au.

- 11.6 All information pertaining to the Student and the School will be provided to the Parent/guardian(s) in accordance with the Privacy Policy.
- 11.7 To ensure the Student's ongoing health, well-being and enrolment at the School, the Parent/guardian(s) agree to keep the School informed and maintain open communication regarding all relevant information and issues relating to the Student.

12. Definitions

12.1 **"Capital Contribution"** refers to the fixed fee due upon enrolment of the Student, charged once per family in accordance with the Fee Schedule.

12.2 **"Enrolment Acceptance Form"** means the form attached to the letter of offer to be completed and signed by the Parent/guardian(s) confirming acceptance of the Student's enrolment at the School.

12.3 **"Enrolment Application"** means the application for enrolment at the School.

12.4 **"Enrolment Fee"** means the fixed amount payable at the time of enrolment of the Student, which is non-refundable.

12.5 **"Enrolment Policy"** means the School's enrolment policy from time to time, available on the School's website.

12.6 **"Fees"** means tuition fees, related school fees, consolidated charges, and other applicable fees, charges, contributions and levies, including those referred to in the Fee Schedule.

12.7 **"Fee Schedule"** means the fee schedule for the School applying to the relevant school year, available on the School's website.

12.8 **"Parent Code of Conduct"** means the School's Parent Code of Conduct from time to time, available on the School's website.

12.9 **"Parent/guardian(s)"** means the person/s listed in the Enrolment Application as being the Parent/s and/or Guardian/s of the Student, and if more than one, each of them jointly and severally.

12.10 **"Principal"** means the Principal of the School, or the Principal's authorised representative.

12.11 **"Privacy Policy"** means the School's privacy policy from time to time, available on the School's website.

12.12 **"School"** means Deutsche Schule Melbourne.

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12.13. **“School Management Software”** refers to the online system used by the School to record and manage student information, including enrolment, attendance, absences, and communications with Parents/guardian(s).

12.14 **“Student”** means the current or prospective Student named in the Enrolment Application.

12.15 **“Student Code of Conduct”** means the School’s Student Code of Conduct from time to time, available on the School’s website.

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