HAILEYBURY

Haileybury Business Notice 2027

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ABN 34 004 228 906 | CRICOS Nos: 00649C

Enrolment policy

This policy applies for domestic applications for enrolment at physical campuses of Haileybury. Students who hold Australian citizenship or Australian permanent residency, or whose Parent/s are business visa holders, are considered domestic applicants.

Haileybury's major entry points are:

- Prep (Brighton campus only)
- Year 5
- Year 7 (limited places for Berwick campus)
- Year 10 (limited places).

Opportunities for entry in other year levels are sometimes available.

Enrolment applications

An Application for Enrolment requires a selection of a campus. Haileybury waiting lists are organised by campus.

If a student is currently enrolled at Haileybury Early Learning (EL) (and was not enrolled pursuant to Victorian Priority of access for early childhood education) a new Application for Enrolment with Haileybury is not required however all other aspects of this policy apply. In addition, if Haileybury reasonably deems a student is ready to progress from Haileybury EL, the Student's enrolment will transition and continue at Haileybury, subject to the terms and conditions of this Business Notice.

If a student has been enrolled at Haileybury EL pursuant to Victorian Priority of access for early childhood education, their enrolment does not automatically transition to Haileybury and you will be required to submit an Application for Enrolment and join the relevant campus waiting list with date of application priority only.

An Acceptance of an Enrolment is campus specific and does not entitle you to a right to a change of enrolment to another campus of Haileybury. Such will be treated as a new application in order to respect the waiting lists that apply to each campus.

To apply for a domestic place at any of the campuses of Haileybury, you must complete an online

Application for Enrolment including the child's full name and date of birth, current visa and passport information (if applicable), and a non-refundable, non-transferable Application Fee. If the child is of school age and has not completed any schooling in Australia, a copy of a recent AEAS test is required with the application. Your child's name will be placed on a waiting list for the campus, year level and entry year sought. As it may not be possible to accommodate all applicants, the waiting list will be ordered according to the date of application but with preference given to the siblings of existing

students and the children of Old Haileyburians. A small number of places will be kept for award at the CEO | Principal's discretion.

From 36 months before entry, a number of applicants from the waiting list, selected according to their order, may be invited to attend an interview in person or online with a senior member of staff. The purpose of this interview is for Haileybury to learn about your child and their needs, so that we can ensure that an appropriate program is available. You will be contacted before the interview and asked to supply up-to-date information about your child, including school reports and NAPLAN results. You must, at the time of being invited to an interview, advise Haileybury of any matters that pertain to the educational, physical or psychological development of your child, as this information is of great importance in permitting us to assess their needs. In addition, you must during the application period supply to Haileybury any additional information as may be reasonably requested, including copies of documents such as medical/specialist reports, reports from previous schools, court orders or parenting agreements. Haileybury may at its discretion decline a place where you have unreasonably refused to provide requested information or knowingly withheld relevant information from, or provided incorrect information to, Haileybury.

Enrolment in Years 9–12 at any campus may be subject to satisfactory completion of literacy and numeracy testing and meeting any eligibility requirements that may apply to any particular subject offered by Haileybury from time to time. Additional testing may be required for some subjects. All senior school enrolments are dependent on availability of programs and will be discussed with a family through the application and/or enrolment process.

Offers of enrolment

If a place is available, we may make an offer of enrolment. To accept this offer, you must complete the Acceptance of Enrolment together with payment of Enrolment Fees, as outlined in the Schedule of Fees and Charges that is available online, by the nominated date. The Acceptance of Enrolment form constitutes both your consent to enrol your child/ren and your agreement to accept liability for all fees and charges and must be signed by both Parents. However, in particular circumstances Haileybury may permit only one Parent to be responsible for the fees and be the sole signatory on the Acceptance of Enrolment form, in which case the other Parent will be required to sign a Consent to Enrol form to confirm they consent to their child being enrolled at Haileybury.

We may decline to make an offer without providing a reason. Any decision on enrolments at Haileybury is made by the CEO | Principal of Haileybury. Such decision is at the full discretion of the CEO | Principal and is final.

Admission of students with disabilities

For additional provisions regarding the enrolment of students with Individual Needs, please refer to the Haileybury Students with Disabilities Policy.

Terms and conditions of enrolment

The enrolment of your child/ren is subject to the terms and conditions in the Business Notice, which constitute the enrolment agreement and is available on the website. Please read them carefully and refer any questions to the Head of Campus or Head of Senior Schools.

Definitions

Application for Enrolment means the application for enrolment of the Student at a Campus.

Campus means a reference to any of the physical campuses of Haileybury at Keysborough, Brighton, Berwick and City.

Education Services means the education programs, teaching programs, curriculum, co-curricular programs and activities (including sport and camps), pastoral care programs and all ancillary programs offered by Haileybury to its students enrolled at any campus.

Haileybury means Haileybury ACN 004 228 906, which operates the School.

Parent/s or you means the person or persons who have legal parental responsibility for the Student, including legal guardianship.

Policies and Procedures means all policies and procedures, guidelines, codes of conduct, rules and regulations of Haileybury as made by Haileybury in good faith from time to time for the purpose of promoting the standards of Haileybury and the orderly conduct of Haileybury.

School means a reference to the Victorian registered school (school number 1191) which is operated by Haileybury.

Student means the student nominated in the Application for Enrolment and enrolled at Haileybury.

Schedule of Fees and Charges means the document published by Haileybury in the ordinary course of business by which all fees and charges for a relevant year are prescribed.

Tuition Fees and Charges means Tuition Fees and all other fees and charges as outlined in the Schedule of Fees and Charges.

General

1. By enrolling your child at Haileybury, you accept and agree to be bound by these terms and conditions of enrolment. Any future revisions of this Business Notice, including the standard annual update, will be published on our website and notified by direct communication to you. You will be required to accept the Business Notice and Schedule of Fees and Charges annually via myHaileybury in order to confirm the ongoing enrolment of your child.
2. Payment of the Tuition Fees and Charges (including any instalments paid by direct debit or otherwise) will be taken to be acceptance of the Business Notice and Schedule of Fees and Charges at that relevant time.
3. Subject to these terms and conditions, once enrolled, the Student remains enrolled at Haileybury until the completion of the last year at Haileybury, unless the Student's enrolment is withdrawn or otherwise terminated in accordance with these terms and conditions.
4. Pursuant to the enrolment, Haileybury offers the Education Services to the Student, within the scope of its registration.
5. By enrolling your child at Haileybury, you agree and accept that:
    a. the enrolment is for the specific campus in accordance with your application and is not transferrable;
    b. any request for a transfer of enrolment will be deemed a new application for another selected campus and the usual waiting list process will apply.
6. By enrolling your child at Haileybury you agree to accept and support all Policies and Procedures. You agree that the continued enrolment of a student is subject to their good conduct and satisfactory performance.

7. Any delay by Haileybury to strictly enforce these terms and conditions of enrolment is not a waiver of Haileybury's rights.

8. Any right, entitlement, obligation of or action required by Haileybury under these terms and conditions may be exercised by the CEO | Principal on behalf of Haileybury.

Disclosure

9. You enter this agreement with Haileybury in the utmost good faith. You confirm that the Application for Enrolment has been completed honestly and correctly, and that you have made accurate, up-to-date and full disclosure in response to the matters and questions raised in the Application for Enrolment including at any interview prior to enrolment. This is regarded as a condition of enrolment.

10. You must supply to Haileybury any additional information as may be reasonably requested, including copies of documents such as medical/specialist reports, reports from previous schools, court orders or parenting agreements. Provision of requested information is regarded as a condition of enrolment. This is an ongoing duty of disclosure.

11. Where applicable, you must comply with any further specific disclosure requirements under the Haileybury Students with Disabilities Policy. This is an ongoing duty of disclosure.

12. You also agree to advise Haileybury promptly of any change to information previously supplied or new information that becomes available that is material to the educational, medical and/or safety/wellbeing needs during your child's enrolment in a timely manner. This is an ongoing duty of disclosure.

13. You agree to ensure that the family contact and student medical details held by Haileybury in relation to your child are kept up to date, including by making any changes that are necessary through Consent2Go via the relevant Haileybury parent portal, in a timely manner. This is an ongoing duty of disclosure.

14. In the event that a court order that contains information relevant to your child's education or parental access is made or varied, you must ensure that a copy of the relevant page/s is/are provided to your child's Head of Campus. This is an ongoing duty of disclosure.

15. Haileybury may at its discretion terminate enrolment where the Parent/s have unreasonably refused to provide requested information or knowingly withheld relevant information from, or provided inaccurate information to, Haileybury.

Fees and charges

16. Prior to the commencement of each school year, Haileybury will publish and provide the Parent/s with the Schedule of Fees and Charges for that coming year.

17. The Parent/s agree that the Tuition Fees and Charges apply for the whole of the school year and that period includes any period in which the Student is absent from school for any reason, including approved absences.

18. The Parent/s agree to pay all Tuition Fees and Charges when due and in full in accordance with the Schedule of Fees and Charges as notified by Haileybury to the Parent/s.

19. In signing the Acceptance of Enrolment, you agree that you are jointly and severally responsible with all other signatories for all fees and charges payable as a result of enrolling a child at

Haileybury, including for Devices as part of the Managed Device Program and as outlined in the Schedule of Fees and Charges. You agree that this arrangement continues, irrespective of any changes to the relationship between you and your co-signatory or any court order between you or any child support arrangements or any other arrangements between you (subject to any specific court orders to the contrary). Please note that, if you sign the Acceptance of Enrolment but payment is made by the other signatory or by a third party, you still remain jointly and severally responsible for all fees and charges while your child remains enrolled. In the event that only one Parent signs the Acceptance of Enrolment form and agrees to be liable for the fees, the other Parent will be required to sign a Consent to Enrol form to confirm they consent to their child being enrolled at Haileybury (subject to any specific court orders to the contrary). Parent/s agree and acknowledge that all other obligations in relation to the Student's enrolment at Haileybury apply to both Parent/s jointly and severally.

20. A proportion of funds raised, or fees collected by Haileybury may be applied to the conduct of any of Haileybury's ELCs.

21. Upon withdrawal of your child's enrolment from Haileybury under clauses 54 or 56, if you fail to provide us with the required notice prescribed under those clauses, you may be billed an amount that reflects the impact on Haileybury of the notice being given late, which may be up to one quarter of the annual Tuition Fee representing the Tuition Fees for one term. Where Tuition Fees have been paid in advance, any relevant refund will be paid in a manner consistent with the intent of this clause.

22. If you withdraw the enrolment of your child due to a material change in the terms and conditions or the Policies and Procedures under clause 55, the Tuition Fees paid or payable for the term when the withdrawal occurs remain due and payable, however no further terms' payment will be due. Where Tuition Fees have been paid in advance, any relevant refund will be paid in a manner consistent with the intent of this clause.

23. You agree that your child may not be permitted, by notifying you in writing, to continue their enrolment or otherwise attend school and school activities while any accounts or fees for that child or any of their siblings is more than 7 days overdue from the date of any reminder notice issued to you after the accounts or fees were originally due. We will not suspend or cancel a student's enrolment for minor or short-term payment delay without first considering the relevant circumstances, including the amount and duration of the arrears, any previous payment history, and whether you have engaged with us to resolve the issue. You should contact the Finance Manager well in advance if you anticipate difficulty in meeting our payment terms to discuss alternative payment arrangements. We may charge you interest (at a rate that is equivalent to Haileybury's ordinary usual bankers for commercial overdrafts from time to time) and reasonable costs of recovery of overdue fees by legal means if applicable (see clause 29).

24. You agree that in circumstances of substantive, persistent or continuous past defaults in the payment of Tuition Fees and Charges, Haileybury may in its discretion determine to not permit instalment payments of Tuition Fees as provided in the Schedule of Fees and Charges. In these circumstances, Haileybury may require upfront payment of the annual Tuition Fees and Charges (or any balance thereof) as a condition to continued enrolment of the Student at Haileybury, where it is reasonable to do so in order to reflect the impact on Haileybury of prior defaults and to protect the interests of Haileybury in the event of further defaults.

25. Without limiting the generality of clause 23, Haileybury reserves the right to refuse a Student permission to register for any school organised camps, trips, tours or excursions that require

additional payment to Haileybury or a third party, while any part of that Student's or any of their siblings' tuition fees or other charges are more than 7 days overdue from the date of any reminder notice issued to the Parent/s after the tuition fees or other charges were originally due.

26. Subject to clauses 21 and 22, Haileybury may decline to provide a refund of fees or charges paid, or waiver of any fees outstanding, if the Student is withdrawn from Haileybury during a term or is absent for any reason, where this is reasonable in order to reflect the impact on Haileybury of the withdrawal or absence.

27. Where the Student is suspended or the enrolment is terminated by Haileybury in accordance with these terms and conditions of enrolment, and any fees or expenses are unpaid at the date of suspension or termination of enrolment, Parent/s agree that they shall be liable to immediately pay to Haileybury all fees and expenses outstanding in relation to the Student (unless a payment arrangement is agreed). Where this is reasonable in order to reflect the impact on Haileybury of the suspension or termination of enrolment, Parent/s must also pay within 14 days of receiving a relevant invoice all additional fees that would have become payable to the end of the term in which such suspension or termination of enrolment occurs.

28. If Tuition Fees or any other charges remain outstanding when the Student's enrolment with Haileybury is terminated by Haileybury or withdrawn by the Parent/s in accordance with these terms and conditions, you will have 14 days to make payment in full or enter into a payment arrangement that is agreed to, in writing, by Haileybury, upon being provided with reasonable written notice by Haileybury of the outstanding Tuition Fees or any other charges.

29. Haileybury may take any action it considers reasonably necessary to recover any unpaid tuition fees and other amounts owing to Haileybury. You agree to pay Haileybury's costs reasonably incurred in recovering or attempting to recover all outstanding amounts to Haileybury including, but not limited to, legal costs and disbursements incurred by Haileybury.

30. You agree that the agreement by either Parent to a request by Haileybury will bind both Parents jointly and severally.

Policies and procedures

31. You agree to comply with and uphold, and will ensure that the Student will comply with and uphold, the Policies and Procedures, values, philosophy and imperatives of Haileybury including but not limited to those concerning:
    a. anti-harassment and discrimination
    b. acceptable use of ICT
    c. complaints management and grievances
    d. community and student codes of conduct
    e. standards of dress, appearance and behaviour of students
    f. the care, safety and wellbeing of students including counselling services.

32. The Policies and Procedures will be published by Haileybury and may also be notified to you by direct communication. In the event of a conflict or inconsistency between the Policies and Procedures and these terms and conditions of enrolment, these terms and conditions shall prevail.

33. Haileybury may, in good faith, amend, vary or add to the Policies and Procedures from time to time. Haileybury will use reasonable endeavours to provide you with notice of any material changes to the Policies and Procedures.

34. Parent/s agree that Haileybury has absolute discretion in all of its operational and educational matters and offerings, which it must exercise in good faith, and that Parent/s accept and comply with Haileybury's decisions on those matters.

35. Parent/s will take responsibility to ensure that the Student and Parent/s behave in such manner that upholds the reputation of Haileybury and does not bring Haileybury into disrepute.

Changes to these terms and conditions of enrolment

36. Haileybury may amend these terms and conditions from time to time. No amendment will have retroactive effect.

37. Haileybury will publish the amended version of the terms and conditions on Haileybury's website and will also notify the Parent/s by its usual mechanisms of parent notification of any material change to the terms and conditions.

Haileybury's responsibilities

38. Haileybury will endeavour to educate the Student with due care and skill, acting in the best interests of the Student individually where possible, and the student body generally.

39. Haileybury will use its best endeavours to provide every reasonable opportunity to the Student to achieve their best potential; however, Haileybury does not make any specific promises or representations that the Student will achieve a specific level of academic achievement and no such representations are to be implied based on Haileybury accepting the Student for enrolment.

40. Haileybury will use its best endeavours to provide all students with an environment that is safe, compassionate, caring and fosters their individual growth. Haileybury attempts to support all of its students, whatever their abilities, in the pursuit of excellence.

41. Haileybury, at all times, in accordance with applicable law, will determine the curriculum and co-curriculum, including which activities are compulsory. Haileybury may also set any performance expectations or pre- requisites for study in any part of the curriculum or co-curriculum that it determines reasonable.

42. Haileybury will ensure that the Policies and Procedures are accessible to the Student and to Parent/s on the Haileybury website and may make Policies and Procedures otherwise available electronically (say on myHaileybury).

Parent/s' responsibilities

43. Parent/s will, at all material times, do all that is reasonable to:
    a. ensure that the Student attends Haileybury on every school day during the scheduled school times for the Education Services in which they are enrolled;
    b. encourage and support the Student to take full advantage of the curricular and co-curricular opportunities offered by Haileybury;
    c. ensure that the Student is participating in mandatory Haileybury activities including, but not limited to, camps, excursions, wellbeing and pastoral care education programs, curricular and co-curricular activities;
    d. provide the Student with all necessary resources, books, stationery items, uniforms, technical and other equipment, and suitable study area that is required for the Student to be able to participate in and benefit from the education offered by Haileybury;

e. ensure that the Student attends Haileybury dressed in accordance with Haileybury's expectations regarding uniform and personal appearance unless Haileybury has approved otherwise;
f. attend myProgress meetings and other meetings desired or required by Haileybury;
g. communicate with Haileybury in a manner that is respectful and facilitates a relationship of mutual trust between Parent/s, Student and Haileybury;
h. support Haileybury and its staff in their efforts to educate the Student including any disciplinary steps taken by Haileybury as set out in any student management/behaviour plan; and
i. comply with all other responsibilities imposed under these terms and conditions, to ensure that the Student is able to take full advantage of the education offered by Haileybury.

44. Parent/s acknowledge and accept that Students will be required to access and use third party software products during their enrolment. Third party software products have their own terms and conditions and privacy policies which Students must agree to and comply with when accessing and using these products.

45. Parent/s acknowledge and agree to ensure that the Student participates in curriculum and co-curriculum activities which are compulsory, as determined by Haileybury. The Parent/s acknowledge that some of these activities will involve the Student travelling off-campus (including cross-campus) for a day or part of a day, by various modes of transportation.

46. The Parent/s provide consent for the Student to participate in the relevant school year's activities categorised by Haileybury as standard activities, without the requirement for a specific consent to be provided in writing in each instance. These include:
    a. off-campus/cross-campus sport training and competitions;
    b. off-campus/cross-campus performing arts tutoring, rehearsals, competitions and exhibitions;
    c. off-campus/cross-campus academic competitions and rehearsals;
    d. other Haileybury-approved off-campus/cross-campus activities, which are a similar nature as the above, as determined by Haileybury.

47. Haileybury will not seek further consent from you before standard activities take place, however, Haileybury will provide advance notice to Parent/s of upcoming standard activities through myHaileybury.

Student responsibilities

48. At all times during the enrolment at Haileybury, the Parent/s will do all that is reasonable to ensure that the Student will:
    a. attend Haileybury on every school day during the scheduled school times for the Education Services in which the Student is enrolled;
    b. take full advantage of the curricular and co-curricular opportunities offered by Haileybury;
    c. participate in mandatory Haileybury activities including, but not limited to, camps, excursions, assemblies, curricular and co-curricular activities which are designed to enrich and extend their education;
    d. participate respectfully in all Wellbeing programs;
    e. maintain in neat and functional condition all necessary resources, books, stationery items, uniforms and equipment (which includes but not limited to iPads, laptops and

accompanying accessories) required for participation in the education offered by Haileybury;

f. exercise appropriate self-discipline, follow established Haileybury and classroom rules, and behave in a way that does not impact the learning or wellbeing of others or bring dishonour or disgrace to Haileybury;
g. communicate with the staff, students and other members of Haileybury community in a manner that is respectful and facilitates a relationship of mutual trust;
h. comply with the Policies and Procedures;
i. meet the expectations of Haileybury regarding uniform and personal appearance;
j. comply with the Student Code of Conduct; and
k. accept and comply with any and all reasonable behavioural management processes applied for breach of the Policies and Procedures.

Discipline/Behaviour management

49. Haileybury has a high expectation of the behaviour and discipline, personal presentation, conduct, effort in class and general demeanour of the Student.

50. Haileybury has a discretion to determine when the conduct of the Student warrants disciplinary action to be taken by Haileybury and Haileybury may apply disciplinary measures that Haileybury deems appropriate in accordance with the Policies and Procedures and applicable laws.

51. The Parents agree that the proper and effective operation of Haileybury requires Haileybury to be able to (where reasonably required in the interests of Haileybury, other staff and/or students):
    a. to impose any lawful disciplinary action that Haileybury deems appropriate or suspend the Student; and
    b. to terminate the enrolment of the Student.

52. Disciplinary action may also be implemented against the Parent/s if in the reasonable opinion of Haileybury either of the Parent/s is found to have breached the Parent Code of Conduct.

Withdrawal of Student from Haileybury

53. Written notice from Parent/s, including any prescribed form by Haileybury for this purpose, must be provided to Haileybury if Parent/s wish to withdraw the Student's enrolment with Haileybury. The CEO | Principal may request an appointment with Parent/s to discuss the withdrawal and to seek the provision of any necessary documents. In the event that only one Parent provides written notice and/or signs any prescribed form by Haileybury for this purpose, Haileybury will advise the other Parent (subject to any specific court orders to the contrary) of the withdrawal of enrolment.

54. Except as otherwise provided in clauses 55 or 56, we agree that you may withdraw your child from Haileybury at any time. We require you to give Haileybury Admissions one full term's notice in writing. For example, if your child is not returning to school in Term 3, you must inform Haileybury before the first day of Term 2.

55. If Haileybury amends these terms and conditions, or otherwise makes or varies any Policies or Procedures, whereby there is a materially adverse change to the obligations of the Student or Parent/s, the Parent/s may withdraw a Student's enrolment during the term in which the change is notified by Haileybury. This clause does not apply to the issuing of the Schedule of Fees and Charges.

56. Upon notification of the Schedule of Fees and Charges for the following year, a Student's enrolment may be withdrawn with effect from the conclusion of the current school year by providing written notice to Haileybury on the later of:
    a. term 3 of the current year; and
    b. 30 days from the date on which the Schedule of Fees and Charges is notified to the Parent/s.

57. When a Student's enrolment has been withdrawn by the Parent/s, a new application for enrolment must be made where the Parent/s are seeking to return to Haileybury. Haileybury may, at its discretion, decline a past student joining the waitlist for enrolment without providing a reason.

Periods of absence

58. All requests for an extended leave of absence must be submitted to Haileybury for approval at least one term in advance (unless that is not possible due to unforeseen circumstances). Apart from leave for medical reasons, requests for leave of absence are discouraged. Approval is not automatically granted.

59. Haileybury may in its discretion approve a Student's leave of absence, and hold the Student's enrolment open during the period of leave, and in its discretion:

    a. impose a condition that Parent/s make advance payment of non-refundable fees for the period of leave, to be applied for future fees, as determined by Haileybury; and
    b. depending on the period of leave, impose any reasonable conditions on the continued enrolment of the Student at Haileybury.

60. If the period of leave is not approved, and the Student nevertheless takes the period of leave:
    a. the Student will not have an automatic right to return to Haileybury and Haileybury is not obliged to maintain or hold the Student's enrolment;
    b. Haileybury may at its discretion impose any reasonable conditions on the continued enrolment of the Student at Haileybury; and
    c. any Tuition Fees and Charges for the period of leave will be due and payable by Parent/s in accordance with these terms and conditions.

61. Where the Student is absent from school during a term because Parent/s have decided to withdraw the Student from attending school so that they may attend a holiday or for other non-Haileybury related matters, Parent/s acknowledge and agree that any exam(s) and/or assessment(s) and/or any other curriculum task(s) that fall in or around the absence will not be re-scheduled or amended in any way to take account of the absence.

Termination of enrolment

62. Haileybury reserves the right to require Parent/s to withdraw the Student from Haileybury or to terminate the Student's enrolment at any time if Haileybury reasonably considers that:
    a. the Student's behaviour, attitude or conduct to school work, other school activities or while attending Haileybury is unsatisfactory;
    b. the Student's conduct or performance is unsatisfactory or for misconduct;
    c. the Student fails to obey the Policies and Procedures or any Student Code of Conduct of Haileybury;
    d. a mutually beneficial relationship of trust and cooperation between Parent/s and Haileybury or any of its staff has broken down to the extent that it adversely impacts on

Haileybury, any of its staff or the ability of Haileybury to provide satisfactory Education Services to the Student;

e. the Student's progress and performance is such that the Student is not benefiting from the academic courses provided by Haileybury;
f. the behaviour or conduct of Parent/s towards Haileybury or to any of its staff breaches Haileybury's Policies or Procedures and/or including the Community Code of Conduct;
g. the withdrawal or termination of enrolment is justified on grounds of any unapproved periods of absence;
h. any accounts or fees payable by Parent/s are not paid within Haileybury's terms of payment or within the terms of any written agreement between Haileybury and the Parent/s permitting a later or deferred payment and are more than 7 days overdue from the date of any reminder notice issued to the Parent/s after the accounts or fees were originally due; or
i. circumstances exist whereby the ongoing enrolment of the Student at Haileybury is considered to be untenable or is not in the best interests of the Student or Haileybury.

63. Any decision concerning suspensions, withdrawal of enrolment or termination of enrolment is made by the relevant Head of Campus. A decision to terminate the enrolment of a Student may be appealed to the CEO | Principal of Haileybury in accordance with Haileybury's policy concerning suspensions and expulsions. Such decision is at the full discretion of the CEO | Principal and is final.

64. If the Student is suspended or the enrolment is terminated by Haileybury, under these terms and conditions, Haileybury shall retain or be entitled to receive the fees for the term in which suspension or termination of enrolment occurs and Parent/s shall forfeit all right to recovery of those fees. Parent/s acknowledge that such payment of fees will be a proper and genuine estimate of the loss and damage suffered by Haileybury caused by such suspension or termination of enrolment and that such payment shall properly be considered to be by way of payment of liquidated damages.

Losses due to theft, damage, accident, or injury at school

65. We pride ourselves on the level of care and the provision of a safe learning environment for all students. However, even in the safest environment, thefts, damage, accidents and injuries could still occur. We recommend that you consider appropriate insurance to cover any losses. Our insurers may offer some assistance to students injured while undertaking supervised Haileybury activities. Details are available from the Risk and Compliance Director.

66. In the event of an accident or injury, where Haileybury deems it necessary to call an ambulance for a child, we will not accept liability for any costs incurred in transporting that child to a medical facility.

Before and after school care

67. An Out-of-School-Hours Care (OSHC) program is run at each campus by an external provider. Contact details (including fees) are available on myHaileybury. Fees for OSHC are billed directly by the external provider. Should the provider change, additional communication will be forwarded.

International students

68. This document relates to the enrolment of domestic students only. International Students enrolled or seeking to enrol at Haileybury under a student visa should refer to the document entitled International Business Notice, available on the Haileybury website.

Payments to Haileybury by third parties

69. The Parent/s acknowledge and agree that Haileybury might from time to time receive payment or other valuable consideration from third parties in connection with arrangements entered into between the Student or the Parent/s with such third parties. The Parent/s consent to the giving of such consideration and to its receipt.

Australian Consumer Law

70. Nothing in these terms and conditions limits or excludes any right or remedy available to a Parent under the Australian Consumer Law or any other applicable law.

Privacy: Standard collection notice

Haileybury collects personal information, including sensitive information about students and Parent/s before and during the course of a student's enrolment at Haileybury. This may be in writing or in the course of conversations. The primary purpose of collecting this information is to enable Haileybury to provide schooling for your child and to enable them to take part in all school activities. Some of the information we collect is to satisfy Haileybury's legal obligations, particularly to enable it to discharge its duty of care. Certain laws governing or relating to the operation of schools require that certain information is collected and disclosed. These include relevant Education Acts and Public Health and Child Protection laws.

Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act. We may ask you to provide medical reports about students from time to time. Haileybury, from time to time, also has to disclose certain personal information and sensitive information to others for administrative and educational purposes, including to facilitate the transfer of a student to another school. This includes other schools, government departments, medical practitioners, publications and people providing services to Haileybury, including specialist visiting teachers, outdoor education professionals, coaches, volunteers and counsellors. If we do not obtain the information referred to above, we may not be able to enrol or continue the enrolment of your child.

Personal information collected from students is regularly disclosed to their Parent/s. Haileybury's Privacy Policy sets out how Parent/s or students may seek access to personal information collected about them. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of Haileybury's duty of care to the student or where students have provided information in confidence.

The Haileybury Privacy Policy also sets out how you may complain about a breach of privacy and how Haileybury will deal with such a complaint.

On occasion, information such as academic and sporting achievements, student activities and similar news is published in Haileybury newsletters, magazines and on our website. Photographs of student activities such as sporting events, camps and excursions may be taken for publication in Haileybury newsletters, magazines and on our website. We will ask for your consent for inclusion of your child's

name or image in these materials on enrolment. You can request that your consent be updated at any time.

As you may know, from time to time, Haileybury engages in fundraising activities. The information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in Haileybury's fundraising activities solely for that purpose. Personal contact details are also issued to our uniform supplier, so that they may contact you regarding uniform supplies and to the Old Haileyburians Association when a student leaves Haileybury.

We will not otherwise disclose your personal information to third parties for their own marketing purposes without your consent.

If you provide Haileybury with the personal information of others, such as doctors or emergency contacts, we encourage you to inform them that you are disclosing that information to Haileybury and why, that they can access that information if they wish, and that Haileybury does not usually disclose the information to third parties.

If your child's nationality is not Australian, Haileybury may verify their visa details with the Department of Home Affairs from time to time.