HAILEYBURY

Haileybury Early Learning Business Notice 2027

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ABN 88 686 294 191

Enrolment policy

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

Haileybury EL's major entry point is Early Learning Centre Reception (3 years old).

Enrolment applications

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

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 EL. 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 EL, you must complete an online Application for Enrolment including a copy of documentation that is evidence of the child's full name and date of birth, current visa information (if applicable), passport, and a non-refundable, non-transferable Application Fee. Your child's name will be placed on a waiting list for the campus 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 at Haileybury or Haileybury EL and the children of Old Haileyburians. A small number of places will be kept for award at the Haileybury EL CEO | Principal's discretion.

From 12 months before entry, a number of applicants from the waiting list, selected according to their order, will be invited to attend an interview in person or online with a senior member of staff. The purpose of this interview is for Haileybury EL to learn about your child and their needs, so that we can ensure that an appropriate program is available. Before the interview, you will be contacted and asked to provide the all relevant (including the most up to date) information about your child. It is essential to inform Haileybury EL of any factors related to your child's educational, physical, or psychological development when you are invited to the interview. This information is crucial for assessing your child's needs. You must include full details relating to general development, speech development, social or emotional interactions, or any other relevant aspects that might impact your child's learning experience. Sharing these details allows us to assess appropriate support and resources which may be required to meet your child's individual needs. In addition, you must during the application period (and, if an offer is made, prior to commencement), supply any additional information, including copies of documents such as medical/specialist reports, reports from previous early learning centres, court orders or parenting agreements. Haileybury EL 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 EL.

For entry to an ELC, children are required to be up to date with immunisations in accordance with No Jab No Play Legislation.

Further, for entry to:

a. Reception, a child must be three years of age by 31 January.
b. Pre-Prep, a child must be four years of age by 31 January.
c. For long day care, you will not be eligible for the Child Care Subsidy until your child begins attending the Early Learning Centre and after the date your child stops attending. For example, Reception children will not be eligible for Child Care Subsidy until your child physically attends the ELC. In addition, at the conclusion of your child's enrolment at Haileybury EL (e.g. conclusion of Pre-Prep year) your child must have physically attended on the last day of the enrolment date, otherwise CCS will only be paid up to your child's last day of actual attendance.

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/Guardians. However, in particular circumstances Haileybury EL may permit only one Parent/Guardian to be responsible for the fees and be the sole signatory on the Acceptance of Enrolment form, in which case the other Parent/Guardian will be required to sign a Consent to Enrol form to confirm they consent to their child being enrolled at Haileybury EL.

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

Policies applied to waiting list (Early Learning Long Day Care Centres)

The Australian Government has issued Victorian Government Priority of Access for Early Childhood Education for allocating places in Child Care Subsidy approved child care, where a waiting list exists. If you believe you are eligible for waitlist priority, please contact Haileybury Admissions to discuss your individual circumstances. The Haileybury EL enrolment policy applies to those applicants who do not meet the criteria referred to in the Victorian Government Priority of Access for Early Childhood Education.

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 ELC.

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 EL at Keysborough, Brighton, Berwick and City.

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

ELC means a reference to any of the early learning centres which are operated by Haileybury EL.

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

Haileybury EL means Haileybury Early Learning Limited ACN 686 294 191, which operates the ELCs.

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 EL in good faith from time to time for the purpose of promoting the standards of Haileybury EL and the orderly conduct of Haileybury EL.

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 EL.

Schedule of Fees and Charges means the document published by Haileybury EL 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 EL, 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 EL until the completion of the last year at Haileybury EL, unless the Student's enrolment is withdrawn or otherwise terminated in accordance with these terms and conditions. In addition, if Haileybury reasonably deems the Student is ready to progress, the Student's enrolment will transition and continue at Haileybury subject to the terms and conditions in Haileybury's Business Notice, except in the case of a student who was enrolled pursuant to the Victorian Priority of access for early childhood education. If a Student has been enrolled at Haileybury EL pursuant to the Victorian Government Priority of Access for Early Childhood Education, the

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.

4. Pursuant to the enrolment, Haileybury EL offers the Education Services to the Student, within the scope of its registration.

5. By enrolling your child at Haileybury EL, 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. Any delay by Haileybury EL to strictly enforce these terms and conditions of enrolment is not a waiver of Haileybury EL's rights.

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

Disclosure

8. You enter this agreement with Haileybury EL 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 your enrolment. This is regarded as a condition of enrolment.

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

10. 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.

11. You also agree to advise Haileybury EL 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.

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

13. In enrolling your child with Haileybury EL 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.

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 ELC. This is an ongoing duty of disclosure.

15. Haileybury EL 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 EL.

Fees and charges

16. Prior to the commencement of each ELC year, Haileybury EL 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 ELC year and that period includes any period in which the Student is absent from the ELC for any reason, including approved absences. For the avoidance of doubt, if you elect for your child to cease attending at an ELC earlier than the set end date of the ELC year, you will still be liable to pay Tuition Fees and Charges up until the set end date.

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 EL 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 EL 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 EL (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 EL apply to both Parent/s jointly and severally.

20. Upon withdrawal of your child's enrolment from Haileybury EL under clauses 49 or 51, 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 EL 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.

21. 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 50, 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.

22. Notwithstanding any other provision in these terms and conditions, You agree that your child may not be permitted, by notifying you in writing, to continue the enrolment or otherwise attend the ELC and ELC 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 EL'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 28).

23. You agree that in circumstances of substantive, persistent or continuous past defaults in the payment of Tuition Fees and Charges, Haileybury EL 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 EL 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 EL, where it is reasonable to do so in order to reflect the impact on Haileybury EL of prior defaults and to protect the interests of Haileybury EL in the event of further defaults.

24. Without limiting the generality of clause 22, Haileybury EL reserves the right to refuse a Student permission to register for any ELC organised excursions that require additional payment to Haileybury EL 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.

25. Subject to clauses 20and 21, Haileybury EL may decline to provide a refund of fees or charges paid, or waiver of any fees outstanding, if the Student is withdrawn from Haileybury EL during a term or is absent for any reason, where this is reasonable in order to reflect the impact on Haileybury EL of the withdrawal or absence.

26. Where the Student is suspended or the enrolment is terminated by Haileybury EL 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 EL 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 EL 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.

27. If Tuition Fees or any other charges remain outstanding when the Student's enrolment with Haileybury EL is terminated by Haileybury EL 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 EL, upon being provided with reasonable written notice by Haileybury EL of the outstanding Tuition Fees or any other charges.

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

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

Policies and procedures

30. 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 EL.

31. The Policies and Procedures will be published by Haileybury EL 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.

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

33. Parent/s agree that Haileybury EL 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 EL's decisions on those matters.

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

Changes to these terms and conditions of enrolment

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

36. Haileybury EL will publish the amended version of the terms and conditions on Haileybury EL'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 EL's responsibilities

37. Haileybury EL 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.

38. Haileybury EL will use its best endeavours to provide every reasonable opportunity to the Student to achieve their best potential; however, Haileybury EL 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 EL accepting the Student for enrolment.

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

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

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

Parent/s' responsibilities

42. Parent/s will, at all material times do all that is reasonable to:
    a. ensure that the Student attends Haileybury EL on every agreed ELC day during the scheduled 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 EL;
    c. provide the Student with all necessary resources, books, stationery items, uniforms, technical and other equipment that is required for the Student to be able to participate in and benefit from the education offered by Haileybury EL;
    d. ensure that the Student attends Haileybury EL dressed in accordance with Haileybury EL's expectations regarding uniform and personal appearance unless Haileybury EL has approved otherwise;
    e. attend myProgress meetings and other meetings desired or required by Haileybury EL;
    f. communicate with Haileybury in a manner that is respectful and facilitates a relationship of mutual trust between Parent/s, Student and Haileybury EL;
    g. support Haileybury EL and its staff in their efforts to educate the Student including any disciplinary steps taken by Haileybury EL as set out in any student management/behaviour plan; and
    h. 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 EL.

Student responsibilities

43. At all times during the enrolment at Haileybury EL, the Parent/s will do all that is reasonable to ensure that the Student will:
    a. attend the ELC on every ELC agreed day during the scheduled 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 EL;
    c. participate in mandatory Haileybury EL activities which are designed to enrich and extend their education;
    d. maintain in neat and functional condition all necessary resources, books, stationery items and uniforms required for participation in the education offered by Haileybury EL;
    e. exercise appropriate self-discipline, follow established Haileybury EL and classroom rules, and behave in a way that does not impact the learning or wellbeing of others;
    f. comply with the Policies and Procedures;
    g. meet the expectations of Haileybury EL regarding uniform and personal appearance;
    h. comply with the Student's Classroom Agreement and Culture of Learning expectations; and
    i. accept and comply with any and all reasonable behavioural management processes applied for breach of the Policies and Procedures.

Behaviour management

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

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

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

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

Withdrawal of Student from Haileybury EL

48. Written notice from Parent/s, including any prescribed form by Haileybury EL for this purpose, must be provided to Haileybury EL if Parent/s wish to withdraw the Student's enrolment with Haileybury EL. 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 EL for this purpose, Haileybury EL will advise the other Parent (subject to any specific court orders to the contrary) of the withdrawal of enrolment.

49. Except as otherwise provided in clauses 50or 51, we agree that you may withdraw your child from Haileybury EL at any time. We require you to give Haileybury EL Admissions one full term's notice in writing. For example, if your child is not returning to ELC in Term 3, you must inform Haileybury EL before the first day of Term 2.

50. If Haileybury EL 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 EL. This clause does not apply to the issuing of the Schedule of Fees and Charges.

51. 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 ELC year by providing written notice to Haileybury EL 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.

52. 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 EL. Haileybury EL may, at its discretion, decline a past student joining the waitlist for enrolment without providing a reason.

Periods of absence

53. All requests for an extended leave of absence must be submitted to Haileybury EL 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.

54. Haileybury EL 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 a payment of non-refundable fees for the period of leave, via the Haileybury EL billing cycle, to be applied for future fees, as determined by Haileybury EL; and
    b. depending on the period of leave, impose any reasonable conditions on the continued enrolment of the Student at Haileybury EL.

55. 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 EL and Haileybury EL is not obliged to maintain or hold the Student's enrolment;
    b. Haileybury EL may at its discretion impose any reasonable conditions on the continued enrolment of the Student at Haileybury EL; 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.

Termination of enrolment

56. Haileybury EL reserves the right to require Parent/s to withdraw the Student from Haileybury EL or to terminate the Student's enrolment at any time if Haileybury EL reasonably considers that:
    a. the Student's behaviour, attitude or conduct to ELC activities or while attending Haileybury EL is unsatisfactory;
    b. the Student's conduct is unsatisfactory or for misconduct;
    c. the Student fails to comply with the Student's Classroom Agreement and Culture of Learning expectations EL;
    d. a mutually beneficial relationship of trust and cooperation between Parent/s and Haileybury EL or any of its staff has broken down to the extent that it adversely impacts on Haileybury EL, any of its staff or the ability of Haileybury EL to provide satisfactory Education Services to the Student;
    e. the student will not, or is not able to, participate in, or take full advantage of, the particular teaching and learning programs offered by Haileybury EL.
    f. the behaviour or conduct of Parent/s towards Haileybury EL or to any of its staff breaches Haileybury EL's Policies or Procedures and/or including the community codes 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 EL's terms of payment or within the terms of any written agreement between Haileybury EL 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 EL is considered to be untenable or is not in the best interests of the Student or Haileybury EL.

57. Any decision concerning suspensions, withdrawal of enrolment or termination of enrolment is made by the relevant Head of ELC in communication with the Head of Campus. A decision to

terminate the enrolment of a Student may be appealed to the CEO | Principal of Haileybury EL Such decision is at the full discretion of the CEO | Principal and is final.

58. If the Student is suspended or the enrolment is terminated by Haileybury EL, under these terms and conditions, Haileybury EL 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 EL 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 ELC

59. 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 EL activities. Details are available from the Risk and Compliance Director.

60. In the event of an accident or injury, where Haileybury EL deems 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

61. In relation to enrolment at Brighton Campus and Berwick Campus only, an Out-of-School-Hours Care (OSHC) program is run at these campuses 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.

Payments to Haileybury by third parties

62. The Parent/s acknowledge and agree that Haileybury EL 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

63. 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 deal with such a complaint.

On occasions, 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.