

TERMS AND CONDITIONS

Students are enrolled at the school on the terms and conditions set out below.

1. APPLICATIONS FOR ENROLMENT

- 1.1 To apply for enrolment at the school, the caregiver must complete an Application for Enrolment and pay an application fee for the student as detailed in the Terms of Business. The application fee is not refundable.

2. ENROLMENT OFFER

- 2.1 Places are offered at the school at the absolute discretion of the school and only after the completion of an Application for Enrolment, payment of the application fee and the Student and Caregivers have attended an interview with the Principal or his delegate.
- 2.2 The school will make a written offer of enrolment.
- 2.3 To accept an offer of enrolment at the school, the caregivers must complete and sign the Acceptance of Enrolment and pay the confirmation of enrolment fee as specified in the Fee Schedule. The enrolment fee is not refundable. Once the Acceptance of Enrolment is completed, signed, and returned to the school, and the enrolment fee received by the school, there is a legally binding contract between the school and caregivers. This contract continues until the student's enrolment ends for any reason.
- 2.4 An offer of enrolment is for a particular year. An application for enrolment may only be made for one year at a time. Applications are only valid for the proposed year of entry. To defer an offered or accepted place at the school, prior to commencement:
 - (a) the current offer of enrolment will be cancelled and the enrolment fee for this place will not be refunded;
 - (b) the caregivers will be required to pay a further enrolment fee in respect of the deferred entry year and the student will be placed on the wait list for the deferred entry year; and
 - (c) the student's wait list date will be the date of the deferment.

3. FEES AND CHARGES

- 3.1 Caregivers must pay:
 - (a) all applicable fees and charges in accordance with the fee schedule for the relevant year; and
 - (b) fees for tuition, extra subjects, excursions, camps and the supply of goods and services to the student as selected by the caregivers or determined by the school from time to time as invoiced by the school.
- 3.2 Fees and charges are usually increased each year. Such increases may be more than changes in the Consumer Price Index (CPI) but will be in proportion to the increased administrative and educational costs to the school. Towards the end of each year the school issues the Fee Schedule for the following year. If the caregivers do not accept any such increases in fees or charges, they may choose to end the student's enrolment at the school at the end of that year by providing written notice to the school no later than the last day of the third Term of that year.
- 3.3 Caregivers must pay or reimburse the school for:
 - (a) any incidental expenditure incurred by the school on behalf of the student from time to time including items such as books, excursions, educational programs, stationery, and equipment; and
 - (b) all medical and ambulance expenses incurred by the school on behalf of the student.

- 3.4 Caregivers are to pay all fees and charges when due as stated in the relevant invoice provided by the school. Caregivers are jointly and individually responsible for the payment of all fees and charges.
- 3.5 If caregivers fail to pay an account for fees and charges within 21 days of the due date, they will be liable to pay a default charge which reflects the administrative and financial cost to the school in collecting the outstanding fees and charges. The default charge is calculated at the rate specified in the fees schedule on the balance owing from the due date until the balance owing is paid in full.
- 3.6 If an account for fees and charges is not paid in full within 60 days from its due date the School may:
 - (a) suspend the student's enrolment until a satisfactory arrangement for payment is made; and/or
 - (b) terminate the Student's enrolment.
- 3.7 The school may take all reasonable actions it considers appropriate to collect amounts owed to the school.
- 3.8 The caregivers agree to reimburse and indemnify the school for all liability, loss, costs, and expenses (including, without limitation, legal fees, and debt recovery agents) in connection with any failure to pay the fees and charges.

4. STUDENT'S OBLIGATIONS

Students are required to have high standards of behaviour and:

- (a) abide by the Student Code of Conduct and any other school policies or rules as they apply from time to time as set out on the school's website: <https://www.essington.nt.edu.au>
- (b) Always behave courteously and considerately to each other and to staff;
- (c) not do anything which may adversely affect the reputation of the School, including in print and electronic media;
- (d) support the goals and values of the school;
- (e) attend and, as required participate in:
 - (i) assemblies.
 - (ii) the school sports program.
 - (iii) important school events as determined by the Principal; and
 - (iv) camps and excursions that are integral to the curriculum.
- (f) wear the school uniform as prescribed in School Policy as set out on the school's website: <https://www.essington.nt.edu.au>, and follow conventional standards of appearance in accordance with the School guidelines and the expectations of the school community; and
- (g) attend the school during school hours, except in the case of sickness or where leave not to attend has been given by the school.

5. CAREGIVERS' OBLIGATIONS

5.1 General obligations

Caregivers:

- (a) are required to assist the school and require the student to comply with the above requirements of students.
- (b) must support the goals and values of the school.
- (c) must read any specific communication or portal/website the School notifies the Caregivers that they must regularly review;
- (d) must accept and abide by the requirements and directions of the School Board and the

Principal relating to the student or students generally and not negatively interfere in any way with the conduct, management and administration of the school;

- (e) while on the school premises, or attending school activities elsewhere, must comply with school procedures, the requests of staff, and with any applicable code of conduct of the school or any sporting association of which the school is a member, and encourage others attending in relation to the student to do the same.
- (f) are to comply with the procedures specified by the school and the directions of staff in relation to picking up and dropping the student at or near the school.
- (g) must advise the school in writing of any change of home, mailing, email address or contact details or other information on the Application for Enrolment or the Acceptance of Enrolment form, within one (1) month of such change. Applications and wait list placements may be cancelled if the school loses contact with the caregivers;
- (h) are to use their reasonable endeavours to attend parent teacher interviews and parent forums;
- (i) must communicate with students, parents, visitors, and staff members in a courteous manner, and follow the communication guidelines laid down by the school from time to time; and
- (j) must ensure the student has each item of official required uniform, clean and in good repair, and all other requirements such as textbooks and stationery.

5.2 Parent Membership

In accordance with the Constitution of the School (a copy of which is available on the school's website <http://www.essington.nt.edu.au>, at least one caregiver of the student must maintain a membership of the Company and pay the annual company membership fee in accordance with the Fee Schedule. This membership will cease once the enrolment of the last student in the family at the school comes to an end.

6. ABSENCE, WITHDRAWAL AND EXCLUSION

Absence

- 6.1 No remission of fees and charges either in whole or in part will be made where a student is absent due to illness or leave.
- 6.2 Requests for leave from school activities, including academic and co-curricular programs, and for early departure at the end of a day or term and/or late return from breaks are, in general, permitted only in exceptional cases, and application must be made in writing to the Principal.

Withdrawal

- 6.3 Caregivers must give at least one full term's notice in writing to the Principal to terminate the student's enrolment. Notice must be received, and acknowledged by the school, no later than the last day of the preceding term. For example, where it is intended that a student's enrolment will terminate at the end of Term 3, written notice must have been received at the school, and acknowledged as having been received, no later than the last day of Term 2.
- 6.4 If Caregivers do not give the required notice of termination of the student's enrolment, they must pay to the school one term's fees, plus GST as applicable.

Exclusion

- 6.5 The student may be temporarily or permanently excluded from the school by the Principal (or any person authorised by the Principal to take such action) at his or her absolute discretion if they consider the Student has:
 - (a) breached the Student Code of Conduct or the school's rules or policies as set out on the school's website: <https://www.essington.nt.edu.au>; or
 - (b) otherwise engaged in conduct which is prejudicial to the school, its students, or staff.
- 6.6 The student may also be permanently excluded from the school if the Principal considers that a mutually beneficial relationship of trust and co-operation between a caregiver and the school has broken down to the extent that it adversely impacts upon that relationship.

- 6.7 Before the school exercises its power to exclude a student, it will provide the student and caregivers with details of the conduct which may result in a decision to exclude the student and provide them with a reasonable opportunity to respond.
- 6.8 No remission, reduction or refund of fees and charges either in whole or in part will be made where a student is suspended or expelled. Where a student's enrolment is terminated by the school liability for fees is limited to payment of the fees payable up to the date of termination of enrolment.

7. COURSES AND ACTIVITIES

The School determines which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory. The school's academic and other programs and activities may be changed without notice at any time. This may include discontinuance of certain teaching subjects and other programs.

8. SPECIAL NEEDS

The Caregivers must fully disclose any special needs or changes in special needs of the Student (including but not limited to any medical, physical, learning or psychological needs) in the Application of Enrolment and as soon as they become aware of those special needs or changes in special needs.

9. MEDICAL CONDITIONS AND TREATMENT

- 9.1 Caregivers must complete and return a Student Medical Form as required by the school prior to the commencement of the student and as required by the school from time to time. Caregivers must keep the school informed of any changes to the student's health as reflected on the Student Medical Form.
- 9.2 If the student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and if the caregivers are not readily available to authorise such treatment, the caregivers authorise the Principal or, in the Principal's absence, a responsible member of the school staff to give the necessary authority for such treatment.
- 9.3 If a student is required to take prescription or non-prescription medication during the school day, the caregivers must deliver the medication in original packaging to the First Aid Officer at the beginning of the school day and complete requested documentation. If prescription medication is required, the packaging must include the pharmacy label detailing the student's name and dosage information. The caregivers must collect the medication from the First Aid Officer at the end of the school day. Students are not permitted to carry medication at school unless prior permission has been granted by the school.

10. PROPERTY

- 10.1 The student's personal property is not insured by the school, and the school does not accept any responsibility for loss of or damage to the student's personal property.
- 10.2 The Principal may search the student's bag, locker or other possessions where the Principal considers there are reasonable grounds to do so.

11. PRIVACY AND EX STUDENTS DATABASE

- 11.1 The caregivers acknowledge that the school may from time to time collect personal information about caregivers and students before and during a student's enrolment at the school. This may be in writing or during conversations. The primary purpose of collecting this information is to enable the school to provide schooling to the student and to enable them to take part in all the activities of the school, but is also relevant for the student's education, health, care, welfare, and development.
- 11.2 Some of the information the school collects are to satisfy the school's legal obligations, particularly to enable the school to discharge its duty of care. Laws governing or relating to the operation of the school require certain information to be collected and disclosed. This includes relevant education, health, and child protection laws.
- 11.3 Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act 1988 (Cth) (**Privacy Act**).
- 11.4 The school from time to time discloses personal and sensitive information about the Caregivers and the Student to others as required for administrative and educational purposes in connection with the student's enrolment or former enrolment at the school. This includes to other schools, government departments, medical practitioners, and people providing services to the school, including specialist visiting teachers, sport coaches, volunteers, and counsellors.

- 11.5 The school may store personal information about the caregivers and the student in the 'cloud' which may mean that it resides on servers which are situated outside Australia. The school's server information is currently stored in Australia and the school has taken all reasonable steps to ensure that such storage is kept and secure in accordance with obligations under the Privacy Act.
- 11.6 The school's Privacy Policy, as displayed on the school's website, or as otherwise published sets out how the school manages the personal information it holds and how caregivers and students may seek access to personal information collected about them. The School's Privacy Policy also sets out how you may complain about a breach of privacy and how the school will deal with such a complaint.
- 11.7 From time to time, the school engages in fundraising activities. Contact information received from the caregivers may be used to make an appeal to caregivers unless caregivers request that their contact information is not used for this purpose or caregivers opt-out of receiving any further fundraising communications. Contact information received from caregivers may also be disclosed to organisations that assist in the school's fundraising activities solely for that purpose. However, the school will not disclose caregivers' personal information to third parties for their own marketing purposes without the caregivers' consent.
- 11.8 On occasion, information such as academic and sporting achievements, student activities and similar news is published in school programs, records of achievement, newsletters, and magazines and on the school's website. Photographs, audio, video or other digital media of student activities such as sporting events, school camps and school excursions may be taken for publication in school newsletters and magazines and on the school's website. The school will only use personal information of a student for these purposes if the caregivers have given their consent to do so in the Acceptance of Enrolment and have not otherwise advised the Principal in writing that the caregivers do not give this permission. All advice must be given in writing.
- 11.9 If the caregivers provide the school with the personal information of others, such as doctors or emergency contacts, the school encourages the caregivers to inform them that the information is disclosed to the school and why, that they can access their information if they wish and that the school does not usually disclose the information to third parties.

12. COURT ORDERS AND PROVISION OF REPORTS

- 12.1 The caregivers are to, where relevant, provide to the school all current Family Court or other court orders relating to the student. Such information will be dealt with in accordance with the school's Privacy Policy.
- 12.2 The school will send academic reports to the address or addresses notified by the caregivers. If the caregivers are separated or divorced, reports will be sent to each of the caregivers on request to the address notified by each caregiver unless there is an order of a court or an agreement that reports are to be sent to only one of the caregivers.

13. GENERAL

- 13.1 The school may change the terms and conditions of enrolment at any time by giving the caregivers two terms' notice.
- 13.2 The caregivers' obligations to the school are joint and several.
- 13.3 Any indemnities given in this contract survive and continue to have effect after the enrolment of the student ends for any reason.
- 13.4 This contract is governed by the laws of the Northern Territory, and the parties submit to the exclusive jurisdiction of the courts of the Northern Territory.
- 13.5 In this document
- (a) '**Acceptance of Enrolment**' means the Acceptance of Enrolment form included in the Enrolment Acceptance Pack.
 - (b) '**Application for Enrolment**' means the Application for Enrolment, Preschool to Year 12, for enrolment of a student at the school, as issued by the school and to be completed by caregivers.
 - (c) '**Caregivers**' means the Student's parents or legal guardian, or where the Student has only one parent or legal guardian, that parent or legal guardian.

- (d) **'Contract'** includes the Application for Enrolment signed by the caregiver, the Terms and Business and Fee Schedule, the Acceptance of Enrolment signed by the caregivers and these Terms and Conditions published by the school, as amended from time to time by the school in accordance with clause 13.1.
- (e) **'Enrolment Acceptance Pack'** means the Enrolment Acceptance Pack, Preschool to Year 12, issued to the caregivers with the offer of enrolment from the school.
- (f) **'Fee Schedule'** means the Fee Schedule for the applicable year as set out in the Enrolment Acceptance Pack.
- (g) **'Principal'** means the Principal or Acting Principal of the school, by whatever title she or he is known, and/or his or her nominee.
- (h) **'School'** means The Essington School Darwin Limited, trading as The Essington School.
- (i) **'Student'** means the person who is enrolled as a student at the school or has had an application for enrolment at the school submitted to the school by their caregiver.
- (j) **'School fees'** and **'fees'** means all fees and charges charged to caregiver(s) by the school in exchange for the services it performs.
- (k) **'Term'** means a School Term when normal classes are in operation as determined by the school.
- (l) **'Terms of Business'** mean the Terms of Business as set out in the Enrolment Acceptance Pack and published on the school's website at www.essington.nt.edu.au.

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