

# Conditions of Entry to the School

## Full Fee Paying Overseas Students



**MELBOURNE  
GRAMMAR SCHOOL**  
AN ANGLICAN SCHOOL

### 1. Enrolment

Full fee paying overseas students are accepted from Years 7 to 12, at Wadhurst (Years 7 and 8) and Senior School (Years 9 to 12). Full fee paying overseas students are offered places only as boarders. Melbourne Grammar School does not take full fee paying overseas students as day boys.

It is a condition of enrolment that a full fee paying overseas student holds a visa which is in all respects satisfactory to the School and that the student complies with all visa conditions whilst a student at Melbourne Grammar School.

If a place is offered, a non-refundable enrolment fee is payable to confirm the place.

Additionally, a fee deposit equal to one Term's tuition and boarding fees for the year of entry at the current overseas student rate is to be paid on acceptance of the offer. The deposit:

- is credited against the tuition and/or boarding fees payable when the student commences.
- is refundable in full (less an administration charge of \$500) if the student does not start at the School because the Student Visa has been refused.
- is applied to cover any fees incurred in lieu of notice, should one term's advance notice of withdrawal not be received by the School. These fees are explained below.

Applications for refunds of the fee deposit should be addressed in writing to the Admissions Manager. Refunds will be paid within four weeks of such application, or the student withdrawing from the course. These rules regarding refunds do not remove the right to take further action under Australia's consumer protection laws.

It is also a requirement that the student holds relevant Health Insurance cover for the entire period of enrolment. (see Section 9.)

The enrolment of the student at Melbourne Grammar School commences in the first year of his enrolment and continues in each subsequent year until completion of Year 12 or until the student is otherwise withdrawn or removed from the School.

The School will publish details of the courses offered from time to time together with any external accreditations that would follow from completion of those courses. Course offerings, together with curricular and co-curricular offerings will be determined by the School in its sole discretion and may be varied or withdrawn at any time.

### 2. Discipline

The parents/guardians agree to support the Headmaster in disciplinary actions undertaken by him or on his behalf and which the Headmaster deems as appropriate to modify and deal with student behaviour and conduct.

The discipline methods used by the School in respect of student behaviour and conduct will be such lawful actions as determined by the Headmaster in his sole discretion including:

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| a) withdrawal of privileges   | d) suspension   |
| b) detention at lunchtime or after normal school hours  | e) expulsion  |
| c) requiring students to undertake additional school work during or after normal school hours and at such venue as the Headmaster considers appropriate | f) such other consequences as the Headmaster considers reasonable and appropriate in the circumstances. |

Where it is considered necessary, the Headmaster may authorise an appropriate member of the School's staff to conduct a search of any of the student's private belongings that have been brought onto the School's premises or to a School function or activity, including his school bag and locker, and may authorise a search of the student's person or direct that his pockets or clothing be emptied.

### 3. Policies and procedures

The parents/guardians agree to comply with and uphold the School's policies, rules and procedures (as introduced or amended or varied from time to time) including but not limited to those concerning:

- a) anti-harassment and discrimination
- b) communication technologies and social media use
- c) enrolment procedures
- d) grievance procedures
- e) student code of conduct
- f) standards of dress, appearance and behaviour of students
- g) the care, welfare and safety of students including counselling services.

The School's policies, rules and procedures will be published by the School from time to time.

## 4. Student withdrawal or removal

Where the parents/guardians withdraw or remove a student from the School they are required to give one full term's prior notice in writing to the Headmaster, such notice to be given prior to the commencement of the student's final term at the School. In the event that such notice is not given, the tuition fees and, if applicable, boarding fees for the next term will be payable in full.

Where the parents/guardians decide that the student will not commence attending at the School despite accepting an offer for enrolment for the student and one full term's prior notice is not given to the School, the fees for the first term that the student would otherwise have attended will be payable in full.

The School reserves the right to require the student to be withdrawn from the school and to cancel his enrolment if:

- a) his behaviour or attitude to school work or other school activities is considered unsatisfactory; or
- b) any accounts or fees payable by the parents/guardians are not paid within the School's terms of payment or within the terms of any agreement between the School and the parents/guardians permitting a later or deferred payment.

If a student's progress and performance is such that, in the opinion of the Headmaster, he is not benefiting from the courses and programmes provided by the School, the parents/guardians may be advised to withdraw the student from the School. The School reserves the right to remove the student and cancel his enrolment on grounds of unsatisfactory conduct or performance, for failure to obey the rules or policies of the School or for any other reason. In such matters the decision of the Headmaster is final.

Students accepted into the boarding houses are expected to complete their time at School as boarders. A change in status from boarder to day student can only be effected with the specific written consent of the Headmaster and on such terms as the Headmaster may determine.

Students must meet the minimum attendance requirements set out in their Visa, and as such the School's Leave of Absence provisions will not normally apply.

## 5. Parent conduct

The parents/guardians will behave in such a manner that the image of the School is not negatively affected or brought into disrepute and to treat and deal with the School's employees, representatives, other parents and students with respect and consideration.

If the Headmaster believes that a mutually beneficial relationship of trust and cooperation between the parents/guardians and the School or any of its staff has broken down to the extent that it adversely impacts on their relationship with the School, the Headmaster may require the parents/guardians to remove the student from the School and cancel his enrolment together with any other child or children they have enrolled at the School.

The parents/guardians agree to comply with all policies and procedures of the School including those that relate to parent conduct and to take steps to be aware of any new or amended policies and procedures from time to time.

## 6. Fees

School tuition fees and other fees and charges are payable in line with the School's terms of payment (as may be amended from time to time). The School has the right to determine, in its sole discretion, the level of fees, interest and other charges to be paid by the parents/guardians. It is acknowledged and agreed that the fees and charges may be varied and increased from time to time, including during the period of the student's enrolment at the School, at the sole discretion of the School.

The parents/guardians (if more than one) are jointly and severally liable for the payment of all accounts rendered by the School in respect of the student's enrolment at the School and will comply with the School's terms of payment.

The School may charge to the account of the parents/guardians its reasonable costs and expenses (including legal costs on an indemnity basis) in complying with any subpoena or Court order to produce documents or records.

All tuition fees and other amounts payable to the School in respect of a student are to be paid up to date before the student starts each Term and, if not paid by that time, the School may suspend the student's enrolment and exclude the student from attending school until payment is made in full. Only in exceptional circumstances will the student be allowed to commence a new term if the account for the previous term has not been paid. Student attendance at co-curricular activities (e.g. trips and tours etc.) may not be permitted if the school account is in arrears.

The Director of Finance and Administration is authorised to take such action as may be necessary - including legal proceedings - to recover outstanding amounts. Interest may also be charged on overdue amounts, from the due date for payment until paid in full, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).

Any agreement or act by the School not to strictly enforce the terms of payment of its accounts is not a waiver of its right to require the student to be withdrawn and his enrolment cancelled.

## 7. Other costs and charges

There are other school costs (e.g. music lessons, Out of School Hours Care, camps etc.) which may be incurred during the student's time at the School. These may be levied to the fee account and will be payable in accordance with the School's terms of payment.

Students are required to have a range of other items (e.g. books, computing equipment, uniform) during their enrolment, details of which may be obtained from the School. It is the responsibility of parents to ensure that students have these items as required.

## 8. Health and safety

The parents must advise the School in writing of the student's medical history and medical needs from time to time including any significant illness or disability suffered or developed by the student during his enrolment and to immediately notify the School of any infectious or contagious disease contracted by the student while enrolled at the School.

The School is authorised to:

- a) obtain or provide such emergency or urgent medical treatment for the student should such action be deemed necessary by the School or a staff member; and
- b) obtain any medical treatment for the student considered appropriate in the circumstances where the student suffers from an injury or illness.

The parents/guardians each indemnify and hold indemnified the School, its agents and servants against any expenses, costs or damages which they might incur as a result of providing or obtaining medical treatment for the student.

## 9. Health Cover

It is a government requirement that all full fee paying overseas students hold Australian medical insurance for the entire duration of their studies. Any offer of a place will be subject to the student holding this insurance. If parents arrange their own cover, acceptable evidence, including policy details, must be provided to the School.

Alternatively, cover can be arranged through the School at the parents' expense. Details of the cover and premium will be given at the time of acceptance and must be paid at that time. Should the student not remain in Australia for the full term of the health policy, it may be possible to obtain a partial refund of premium paid direct from the health insurer. This will depend on the health insurer's policies from time to time, and enquiries can, in the first instance, be directed to the Admissions Manager.

## 10. Special needs

The parents/guardians must advise the School when applying for enrolment and at all times thereafter, including prior to accepting any offer of enrolment from the School, of any disability or specific learning or behavioural needs that the student may have and of which the School should be aware. They must also advise of any adjustments or specialised support services they consider should be made available by the School to assist the School to assess the application for enrolment and to ensure that the student is able to access the School's curriculum and educational programmes.

## 11. Privacy

The School collects personal information, including sensitive information, about students and parents/guardians before and during the course of the student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide proper schooling for the student. This includes satisfying the needs of parents/guardians and the needs of the student throughout the whole period he is enrolled.

Some of the information we collect is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care. The School's Privacy Policy applies to the collection, use and disclosure of personal information by the School. (The complete Privacy Policy of the School may be found on the School's website at <https://mgs.vic.edu.au/mg/content/privacy-policy>.)

The School is authorised to use photographs and video footage taken of the student and the parents/guardians during School business or functions in publications of the School including its website and promotional brochures and material.

It is a requirement of the School that parents are respectful of the privacy and rights of others in relation to taking and/or disseminating any photos or videos of School activities.

## 12. Court orders

The parents/guardians agree to provide and disclose to the School on a timely basis, copies of all Family Court orders that may impact on or relate to the student. This includes orders concerning the parent or person with whom the student lives and the rights of each parent/guardian in respect of decisions concerning the student's education and day to day issues.

The parents/guardians also agree to provide and disclose to the School on a timely basis all Court intervention orders (including personal safety intervention orders) made against both or either parent/guardian or other persons in respect of their communication or contact with the student.

The parents/guardians will at all times act in accordance with any relevant Court orders in their dealings with the School.

## 13. General matters

The references in these Conditions of Entry to the parents/guardians are references to each parent or guardian who has signed the Confirmation of Acceptance in relation to the enrolment of their child and, if more than one, each of them jointly and severally so that each of the obligations in these Conditions of Entry upon the parents/guardians are joint and several.

The parents/guardians must ensure that the School's records on the student and his family are correct and up to date at all times and in particular that the School is fully informed at all times as to the parents' and student's residential address/es. Changes of address or contact information should be notified promptly to the School's Records Officer. [records@mgs.vic.edu.au](mailto:records@mgs.vic.edu.au)

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