



Guildford Grammar School

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# Terms and Conditions of Enrolment and Boarding

## 1 Purpose of these Terms and Conditions of Enrolment and Boarding

1.1 These Terms and Conditions of Enrolment and Boarding set out the terms upon which a child is enrolled as an domestic or international student (and where applicable, boarder) at Guildford Grammar School (the **School**).

## 2 Acceptance of Enrolment

2.1 Each parent or legal guardian (referred to as **parents** for convenience) who accepts the School's offer of enrolment (and boarding, if applicable) for a child, also agrees to these Terms and Conditions of Enrolment and Boarding for the duration of the child's enrolment (subject to clause 3).

2.2 A parent who causes a child to attend the School for the purpose of receiving educational or boarding services is deemed by their conduct to have accepted these Terms and Conditions of Enrolment and Boarding.

2.3 All parents with parental responsibility for a child must agree to these Terms and Conditions of Enrolment and Boarding, unless the School provides written confirmation that it accepts otherwise. The School may request evidence from a parent in support of this arrangement prior to accepting an enrolment (and where applicable, admission to boarding) by only one parent.

## 3 Ongoing nature of these Terms and Conditions of Enrolment and Boarding

3.1 These Terms and Conditions of Enrolment and Boarding are ongoing, and will remain in place until such time as:

- (a) a child's enrolment (and boarding if applicable) is withdrawn or otherwise ends in a manner provided for in these Terms and Conditions of Enrolment and Boarding;
- (b) a child completes a Year 12 education at the School.

3.2 The School reserves the right to reasonably amend these Terms and Conditions of Enrolment and Boarding annually, to address the operational needs of the School and its boarding facility. The School will provide notice of any amendments by communicating the amendments to parents. Parents will accordingly have the option to give notice of withdrawal in accordance with clause 8 before the amendments take effect.

3.3 A parent who agrees to these Terms and Conditions of Enrolment and Boarding in relation to an enrolled child at the School, also agrees to these Terms and Conditions of Enrolment and Boarding in relation to each of the parent's children enrolled at the School at that time.

## 4 Responsibilities of the School

### Education

4.1 The School will provide an education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by the School from time to time at its absolute discretion.

4.2 The School offers only full-time enrolment for all students. In the Early Learning Centre (ELC), part-time options are available as part of the program offerings.

4.3 The School will deliver the school curriculum through a range of methods, including the provision of on-campus education and on-line learning arrangements. The School may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, the School considers it necessary or appropriate to do so. Relevant considerations may include, but are not limited to concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.

4.4 Parents acknowledge that the School does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.



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## 5 Boarding

5.1 The School provides a boarding facility for students who are enrolled as boarders. The School's boarding facility offers students the ability to live away from home and in a setting that provides opportunities for personal growth, development and life skills such as time management, work ethic and independence.

*Further information can be found in the School's Boarding Prospectus and Enrolments Policy. These documents do not form part of these Terms and Conditions of Enrolment and Boarding.*

5.2 Parents acknowledge that the School does not guarantee or represent any specific outcomes or level of achievement in relation to its boarding services.

## 6 Support for the School

6.1 Each parent:

- (a) acknowledges and agrees to support the School's Christian ethos and values in the Anglican tradition;
- (b) agrees to cooperate fully with the School to promote the child's education (and boarding, if applicable), including by involving themselves in the life of the School and being responsive to the School's concerns; and
- (c) agrees to ensure the child and the child's parents familiarise themselves and comply with the School's Codes of Conduct, handbooks, directions, policies, procedures, rules and values (including those related to boarding) as published and amended by the School from time to time at its absolute discretion.

6.2 Each parent will do all things reasonably necessary during the enrolment period to ensure the child:

- (a) acts in accordance with and upholds the School's Anglican faith, as well as the School's ethos, reputation and values;
- (b) is well-groomed, wears the school uniform at all times, and complies with the School's appearance standards;
- (c) arrives at school (and where applicable, boarding) on time, attends all classes and is prepared for study or to learn;
- (d) completes assessments and exams, and performs homework, when asked to do so;

(e) attends school-related activities, compulsory sport and co-curricular activities, outdoor learning programs, excursions, events and retreats (collectively, **Co-curricular Activities**);

(f) participates fully (with regard to the child's needs) in all aspects of the life and programs of the School, which includes participating in the Anglican faith of the School through attending Chapel services, congregational singing, and religious education classes (notwithstanding the religious background of the child and their family);

(g) cares for all school buildings, furniture, property and equipment;

(h) does not leave the school grounds during school hours (or if a boarder, the School's boarding facility outside of operational hours), except as authorised by the School from time to time;

(i) does not possess, use, distribute or sell illegal or illicit substances (including tobacco, e-cigarettes, personal vaping devices (regardless of whether they contain nicotine), medication (unless used in accordance with a prescription), drugs or alcohol, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances;

(j) does not pose a risk to their own health and safety, or the health and safety of others; and

(k) is familiar and complies with the School's Code of Conduct, behavioural standards, handbooks, directions, policies, procedures, rules and values (including those related to boarding) as published and amended by the School from time to time at its absolute discretion.

## 7 School fees

7.1 The School publishes in advance of each school year a fee schedule setting out:

(a) all tuition fees, resource levies, boarding fees and other charges and levies, imposed by the School for that school year (collectively, the **School Fees**) in relation to a student's enrolment at the School (as either a domestic or international student and if applicable, boarder), or in relation to certain activities and programs;

(b) due dates for payment (which may be in advance or arrears);



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- (c) discounts that may be applicable to the School Fees;
  - (d) payment methods and payment arrangements; and
  - (e) other relevant matters (including in relation to consequences for non-payment).
- 7.2 The terms of each fee schedule are at the School's absolute discretion, and subject to change annually. However, the School will not vary those terms retrospectively.
- 7.3 Where practicable, the School will endeavour to provide parents with notice of the following school year's fee schedule by no later than the end of Term 3 in the preceding school year. This will provide parents with the opportunity to consider whether they accept the following school year's fee schedule or, if not, provide notice of withdrawal in accordance with clause 8.
- 7.4 Unless otherwise agreed in writing with the Principal or the Business Manager, each parent agrees:
- (a) to be jointly and severally liable for the payment of all fees imposed by the School during the child's enrolment (and boarding, if applicable);  
*Note - Each parent must agree to be jointly and severally liable, unless the School accepts a Change of Financial Responsibility Form (a copy of which is available from the Business Manager). The School may request evidence from a parent in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability.*
  - (b) to pay all fees imposed by the School by the due dates, and in accordance with the payment terms, set out in the relevant fee schedule which apply during the child's enrolment (and boarding, if applicable); and
  - (c) that fees are not ordinarily refundable. However, the Principal may, in their sole discretion, consider, grant or deny a request for a refund by a parent.
- 7.5 The School's fee schedule (for both domestic and international students) is not an exhaustive list of fees, charges and levies that apply during the child's enrolment or access to boarding. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. co-curricular activities, boarding), or for goods which the child or the child's parents purchase via the School (e.g. textbooks), and written details of these will be communicated to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.
- 7.6 The School operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments for students. In the event that any fees, charges or levies imposed by the School are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment (and boarding, if applicable) then the School may in its absolute direction:
- (a) refuse the student and any sibling's participation in co-curricular activities, including but not limited to, tours and exchanges;
  - (b) refuse or withdraw the student's place at boarding (if applicable), as well as the place of any of their siblings;
  - (c) withhold student reports and other information or documents;
  - (d) suspend and/or terminate the enrolment of the child and any sibling(s); and/or
  - (e) commence debt recovery action.
- 7.7 School fees continue to apply to all enrolled students without reduction or offset during any period in which the child is enrolled, including without limitation:
- (a) any period in which the child is absent from the School or boarding facility;
  - (b) any period of remote learning; and
  - (c) any period where a reduced boarding or educational program is agreed.
- 7.8 Each parent agrees to jointly and severally indemnify the School for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School fees (or any other fees, charges and levies) imposed by the School.



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7.9 The School may in its sole and absolute discretion charge (and each parent agrees to jointly and severally pay) interest at the RBA rate on any amount of School fees (or any other fees, charges and levies imposed by the School pursuant to these Terms and Conditions of Enrolment and Boarding) that remain unpaid for 28 days after they fall due for payment.

## 8 Withdrawal or Termination of Enrolment and Boarding

8.1 Parents acknowledge that due to the ongoing nature of a child's enrolment, the School commits considerable resources in advance of each school year based on known day school and boarding enrolments, class lists, and subject selections. Accordingly, the School requires reasonable notice of a student's withdrawal from the School (and if applicable, boarding facility), having regard to the administrative, financial, industrial and practical cost and inconvenience that the School needs to manage when a student is withdrawn (even in circumstances where the School operates a student waiting list). In this regard whilst it is generally difficult for the School to fill a vacant place of enrolment or boarding at short notice, this difficulty increases the closer a student is withdrawn to the commencement of a new school year.

8.2 In the event that a child's enrolment is withdrawn prior to commencement, the first school term's fees payable in advance will not be refundable. The same applies in respect of boarding.

8.3 To withdraw a child's enrolment and if applicable, place in boarding (whether on a permanent or temporary basis), the child's parents must give at least a full school term's written notice to the Principal and the Head of Admissions. This means that the Principal and Head of Admissions must receive notice in writing from both of the child's parents (unless one parent has legal decision-making capability for the child) by no later than:

- (a) where the child has not commenced enrolment or boarding: on the first day of the school term immediately prior to the term where the enrolment (and boarding, if applicable) was scheduled to commence (i.e. one school term prior);
- (b) where the child will leave the School or the boarding facility on the last day of a school term: the first day of that term;

(c) where the child will leave the School or the boarding facility prior to the commencement of, or during a term: the first day of the previous school term.

8.4 A child's parents may give 6 weeks' written notice to the Principal and the Head of Admissions that a child's enrolment (and boarding, if applicable) is being withdrawn (in lieu of a full school term's notice ordinarily required under clause 8.3) where:

- (a) such notice is given in the period between the commencement of Term 4 in one school year and prior to the commencement of Term 1 in the subsequent school year;
- (b) notice of the subsequent school year's fee schedule has been provided later than the timeframe contemplated in clause 7.3; and
- (c) the subsequent school year's fee schedule will result in tuition fees (or boarding fees, as applicable) for the relevant year of the child's enrolment increasing by more than 10% when compared to the previous year's fees.

8.5 The School expects that students enrolled in Kindergarten will continue to Pre-Primary. Accordingly, Kindergarten parents must also give written notice to the School prior to the last day of Term 3 for the school year if a child is not continuing to Pre-Primary the following year. The School expects that students enrolled in Little Explorers will continue to Kindergarten. Accordingly, Little Explorer parents must also give written notice to the School prior to the last day of Term 3 for the school year if a child is not continuing to Kindergarten the following year.

8.6 If notice is not given in accordance with this clause 8, the withdrawn child's parents each agree to jointly and severally pay to the School in lieu of such notice the full amount of School Fees (and any other fees, charges and levies) imposed by the School for the period up to the end of the first full school term following the period during which notice ought to have been given that the child would not be commencing enrolment, or would be ceasing enrolment or boarding, with the School.

*Note – This means that if a student's enrolment is withdrawn without proper notice during the middle of a school term, the student's parents must pay both that term and the next term's School Fees (and any other fees, charges and levies) imposed by the School. This includes*



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*circumstances where a child's parents fail to give the required notice that the child will not be commencing Kindergarten or Pre-Primary the following year.*

8.7 The School may terminate the child's enrolment (and boarding, if applicable) and the enrolment and boarding of any sibling (with or without notice) where, in the Principal's (or in relation to paragraph (a) below, the Business Manager's) reasonable opinion, any of the following apply:

- (a) a parent fails to pay fees (or any other fees, charges and levies) imposed by the School by the due date, or in accordance with the payment terms, which apply during the child's enrolment;
- (b) a parent otherwise breaches these Terms and Conditions of Enrolment and Boarding;
- (c) the child (or one of the child's parents, or a sibling enrolled at the School) has acted inconsistently with the School's expectations as set out in its Code of Conduct, directions, handbooks, policies, procedures, rules or values (including those related to boarding), or has breached a reasonable direction of the School;
- (d) the School is not satisfied it can meet the needs of the child including, for example, because the child is not benefiting from the curriculum, courses/programs or boarding services provided by the School, or the child is not, in the School's reasonable opinion, school-ready or boarding-ready;
- (e) the School is not satisfied that there remains sufficient trust and confidence between the School and the child's family for an effective enrolment or boarding relationship; or
- (f) as otherwise provided for in these Terms and Conditions of Enrolment and Boarding.

8.8 All outstanding fees (and any other fees, charges and levies) imposed by the School, and any fees, charges and levies which have not yet fallen due, shall be payable immediately on the child's last day of enrolment (or boarding, whichever is sooner).

8.9 In the event of suspension or termination of enrolment or boarding under these Terms and Conditions of Enrolment and Boarding, there will be no refund or waiver of any School fees (and any other fees, charges and levies) imposed by the School.

## 9 Change of details

- 9.1 Each parent must immediately inform the School of any change in the child's or a parent's postal address, email address, telephone numbers, and/or family circumstances through the correct process, as identified by the School.
- 9.2 Parents must notify the School immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the School or boarding facility (or which the School may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).
- 9.3 Parents agree that the School will not be obliged to change the child's name in its internal database and learning management system unless provided with an Order of the Court which permits the child's name change (Change of Name certificate).

## 10 Communication, instructions and emergencies

- 10.1 Parents acknowledge that the School reserves the right to communicate with both or one of the child's parents regarding the child's education (and boarding, if applicable), care, safety and welfare, having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.
- 10.2 Despite clause 10.1:
  - (a) Any notice given by the School to any one of the child's parents will be deemed to be given to both parents. Notice can be given by email, hand, prepaid post, in the school newsletter, on the school website, or via the child (e.g. a note in the student diary).
  - (b) Similarly, should the School require instruction, authority or direction on any issue concerning the child then the School may act upon the instruction, authority or direction of any one of the child's parents and having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.
  - (c) The School is entitled to expect that a parent will communicate with the other parent about any communication under clause 10.



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10.3 In the event of any medical or other emergency arising in respect of the child then, should the School consider it impracticable to communicate with the child's parents, each parent authorises the School to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parent agrees to jointly and severally indemnify the School in respect of any reasonable costs and expenses which the School incurs as a result of the School taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

## 11 Information about a child's needs

- 11.1 The School is an inclusive school, and will comply with its statutory obligations regarding students with disabilities (including in relation to making reasonable adjustments).
- 11.2 Notwithstanding such compliance, parents acknowledge that the School is not necessarily able to cater to every prospective student's needs. The School also reserves the right to set and enforce reasonable standards of dress, appearance and behaviour.
- 11.3 Accordingly, each parent, during application, offer and enrolment, must inform the School of all relevant needs the child has (or has had) which may be relevant to the education, welfare and boarding experience of the child (or which may impact upon the education, welfare or boarding experience of others) and provide to the School all reports, assessments and information in relation to those needs. A child's relevant needs may relate (amongst other things) to allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements, and needs of a medical, psychological, health or dietary nature.
- 11.4 If a parent fails to inform the School of any relevant needs in relation to the child then the School, in its absolute discretion, may refuse to proceed with the enrolment or boarding of the child (or, if the enrolment or boarding has already commenced, immediately terminate the enrolment or boarding of the child under these Terms and Conditions of Enrolment and Boarding).
- 11.5 Each parent agrees that they will immediately inform the School should their child develop relevant needs, or should the relevant needs of the child change, either before or during the child's enrolment at the School.
- 11.6 Where a parent promptly informs the School of their child's relevant needs, or where a child's needs

develop or change, then the School will discuss those needs with the child's parents as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. In accordance with its relevant procedures, the School will then assess whether it has the capacity and resources to provide a safe and fulfilling learning and boarding (if applicable) environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments.

11.7 If the School subsequently considers, in its reasonable opinion and subject to its legal obligations, that the School cannot meet the relevant needs of the child then:

- (a) the School may, in its absolute discretion, refuse to proceed with the enrolment and/or boarding of the child (or, if the enrolment or boarding has already commenced, may terminate the enrolment or boarding of the child without giving notice); and/or
- (b) the child's parents may choose not to proceed with the enrolment or boarding (or, if the enrolment or boarding has already commenced, may terminate the enrolment or boarding of the child without giving notice).

## 12 Discipline

- 12.1 The School's Code of Conduct, directions, handbooks, policies, procedures, rules and values apply to conduct of a student both inside and outside the School and its boarding facility, and whether or not the conduct is connected to school activities or occurs out of hours.
- 12.2 The School is responsible for determining when conduct of a student warrants discipline and may apply such discipline (including suspension and expulsion of a child's education, boarding or enrolment) as the School, in its absolute discretion, considers appropriate having regard to the student's conduct and the School's Code of Conduct, Anglican faith, directions, handbooks, policies, procedures, rules and values.
- 12.3 The School seeks to maintain an environment that is safe for all students and in which learning can take place. Parents agree that the Principal or their nominee may search a student's bag, locker, desk, boarding room (if applicable) or other possessions to investigate a student discipline matter, where the School (acting reasonably) considers there are reasonable grounds to do so.



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- 12.4 The School also reserves the right to suspend a student's education and/or enrolment (and where applicable, access to boarding) whilst investigating a potential breach of the School's Code of Conduct, directions, handbooks, policies, procedures, rules or values.
- 12.5 Parents and students are expected to respect any decisions made by the School in relation to this clause 12.
- 13 Loss of property and insurance**
- 13.1 Students must care for the property of others including the School's buildings, furniture and equipment. Each parent agrees to be financially responsible (and jointly and severally indemnify the School) for any property damage caused by their child at the School or while participating in school-related activities (including boarding).
- 13.2 It is impossible for the School to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the School, its boarding facility or to school-related activities is at the sole risk of the child and their parents. The School accepts no liability for loss or damage to personal property of the child, however that may occur, and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.
- 13.3 The School does not generally insure the personal property of students and their parents, and may have limited personal accident insurance involved in official school activities. It is the responsibility of each child's parents to arrange such personal accident or property insurance as they consider appropriate.
- 14 GST**
- 14.1 Where possible the fees (and any other fees, charges and levies) imposed by the School will be quoted on a GST inclusive basis. If GST subsequently becomes payable in respect of any part of any fees, charges and levies imposed by the School then the School reserves the right to increase those fees, charges and levies at any time.
- 15 Personal information**
- 15.1 The School handles personal information in accordance with its Privacy Policy, as published and amended by the School from time to time. Each parent agrees that they have read and understood the Privacy Policy. The School's Privacy Policy is available on the School's website.
- 15.2 Each parent acknowledges that:
- their child may be photographed or recorded at school, at boarding or while participating in school-related activities;
  - they authorise the School to photograph or record their child (and the parent when attending school-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, boarding events, team photos, award evenings, school productions (e.g. drama and music), magazines and newsletters, official posts on the School website or social media pages, and any websites on which a school event is broadcast or live streamed); and
  - even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded school-related activity or event).
- 15.3 Each parent acknowledges that their child will use the designated school provided technology, as outlined on the school website, and will adhere to the guidelines provided in the School's Acceptable Use Policy and Device Fact Sheet.
- 15.4 The School may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment and boarding process, and parents understand:
- this may involve the School making enquiries and obtaining information from third parties such as credit providers, health care professionals, other schools, government departments, and financiers;
  - the School may use any information obtained as deemed necessary; and
  - the School may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including with regard to the Privacy Act 1988 (Cth) and the Australian Privacy Principles (if applicable).



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## 16 Circumstances outside the School's control

16.1 Where a school campus or facility (including access to boarding) becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, the School may require the child to attend an alternative campus or facility, or participate in on-line learning. The inability of the School to provide the child with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of School fees except at the sole discretion of the School.

16.2 The School is otherwise not liable to parents for any failure to perform an obligation under these Terms and Conditions of Enrolment and Boarding, provided that the School has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:

- (a) is beyond the reasonable control of the School; and
- (b) makes performance of that obligation impossible (e.g. act of god, pandemic, natural disaster, or act of terrorism).

## 17 General

17.1 Please note that while compliance by the child and their parents with these Terms and Conditions of Enrolment and Boarding is required, the School's Code of Conduct, directions, handbooks, policies, procedures, rules and values do not form part of these Terms and Conditions of Enrolment and Boarding.

17.2 If a provision in these Terms and Conditions of Enrolment and Boarding is held to be illegal, invalid, void, voidable or unenforceable:

- (a) that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- (b) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions of Enrolment and Boarding.

17.3 These Terms and Conditions of Enrolment and Boarding will be governed by the laws in force in the State of Western Australia.

17.4 A child's parents agree that:

- (a) the School will not be liable to any of the parents for any personal illness or injury, or indirect or consequential loss (including, but limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a parent arising out of a breach by the School of these Terms and Conditions of Enrolment and Boarding;
- (b) a parent will not be entitled to set off against or deduct from the School fees (or any other fees, charges and levies) imposed by the School, any amount owed or claimed to be owed to that parent by the School; and
- (c) a parent will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by the School, because part of that amount is disputed by the parent.

17.5 To the extent permitted by law, parents hereby release and forever discharge the School (and its principals, agents, employees, trainers, contractors and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and expenses of whatsoever kind which may arise out of or incidental to a child's personal illness or injury sustained during the course of the child's education, enrolment or boarding, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the parents.

17.6 Nothing in these Terms and Conditions of Enrolment and Boarding is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

Date approved by the Principal: Monday 11 November 2024

Commencement date: 1 January 2025