



## CONDITIONS OF ENTRY

### 1. ADMISSION

- 1.1. Acceptance of the student for admission to, and continuing enrolment in, the School shall be:
  - 1.1.1. conditional upon payment, as per conditions 4.1 and 4.2 in the School's Business Notices, of such fees as the School may determine; and
  - 1.1.2. at the sole discretion of the School.
- 1.2. A reference to 'these conditions' in this document is a reference to the Conditions of Entry.
- 1.3. Subject to Clause 1.4, these conditions contain the agreement between the parents and the School in accordance with which the student is admitted to, enrolled at, and attends the School.
- 1.4. Acceptance of students enrolled as Overseas Students (as defined in clause 21.3) at the School is subject to these conditions, and the Agreement between the Parents of Overseas Students and the School.

### 2. SCHOOL RULES AND POLICIES

- 2.1. It is a condition of the student's admission and continuing enrolment at the School that the Parents shall ensure, and accept responsibility for, the student's compliance with those rules and policies which the School may establish from time to time for the good conduct of the School and its students.
- 2.2. The Parents hereby acknowledge having been informed and agree that the proper management and operation of the School may require the School to act from time to time in a manner which the School deems to be appropriate and to do so without consultation with the Parents, particularly in circumstances where the School rules have been breached and where the student is considered by the School in its sole discretion to have undertaken conduct not approved by the School or for health and wellbeing reasons, it is not appropriate for the student to continue to be enrolled at the School.
- 2.3. The School rules may be varied from time to time by the School and such variation shall continue to apply to the student and, as appropriate, to the parents. The School shall provide details of any variation but regardless of whether the student and, as appropriate, the parents are aware of such variation, the School rules shall apply in their varied form.

### 3. FEES AND SUNDRY EXPENSES

- 3.1. The Parents shall at such times as the School may require, pay to the School such fees as the School may determine, and reimburse any expenses incurred by or on behalf of the student.
- 3.2. If fees and expenses are not paid in accordance with the School's requirements, including any expenses incurred by or imposed on the student as a result of any breach of the School rules or other misconduct by the student, the School may refuse to allow the student to attend, or may remove the student from the School.
- 3.3. Unpaid fees and expenses shall accrue interest from the date of default in payment (or such other date as may be considered appropriate by the School) at the rate or rates determined by the School from time to time and an administration charge determined by the School may be charged, which the parents hereby consent to pay in full.
- 3.4. The parents agree to pay all costs incurred by the School in recovering or attempting to recover unpaid fees and interest including, but not limited to, legal costs and disbursements incurred by the School.

### 4. NOTICE

- 4.1. Where a place is offered by the School and accepted but not subsequently taken up, the parents shall give the Registrar of the School written notice at least one (1) complete term prior to the last day of the term which immediately precedes the term in which

the student was due to commence attending the School. If such notice is not given, the parents agree to pay the School liquidated damages of 75% of the fees as published by the School for the term in respect of which the student was due to commence attending the School.

- 4.2. Subject to Clause 5, before removing the student from the School for any reason, the parents shall give the Registrar of the School written notice of no less than one (1) complete term prior to the day on which the student will last attend the School. If such notice is not given, the parents agree to pay the School:
  - 4.2.1. all fees and expenses due and payable for the whole term during or at the end of which the student is removed; and
  - 4.2.2. liquidated damages of 75% of the fees as published by the School for the term following that term and which would otherwise have been applicable to the student as though the student had not been removed from the School.
- 4.3. The parents agree that the calculation of liquidated damages referred to in clauses 4.1 and 4.2 represents a proper and appropriate calculation of the actual loss suffered by the School for failure to give appropriate notice.
- 4.4. Any refund of fees will be processed at the end of the term to which those fees relate.
- 4.5. Until the conclusion of Term 3, 2020, this clause 4 will not apply to those Overseas Students (as defined in clause 21.3) enrolled at the School, who are impacted by the closure of the Australian border due to the COVID-19 pandemic and cannot return to Australia to resume on campus learning in Term 3.

### 5. TEMPORARY STUDENT ABSENCE FOR ILLNESS

If parents temporarily remove a student who has become ill, the notice provisions under clause 4 will not apply. The School, in its sole discretion, may grant a rebate of fees for an absence due to illness exceeding fourteen (14) consecutive school days. No rebate shall be granted where parents choose to remove the student because they fear infection at the School. Whether a place will be held open for a student removed due to temporary illness shall be at the sole discretion of the School and subject to such conditions as the School may determine.

### 6. TEMPORARY ABSENCE FOR STUDY OR SIMILAR PURPOSE

Where the parents give notice under Clause 4 that the removal of a student is for study or other similar purpose, the School may in its sole discretion hold the student's place open for up to one (1) year on the condition that a non-refundable holding fee, to be determined by the School having regard to the period for which the student's place will be kept open, is paid on the next date that fees would otherwise be payable pursuant to Clause 3.

### 7. OBSERVANCE OF DATES

Students returning to School must rejoin their boarding house or classes as the case may be, on the dates fixed for resuming and must not leave School at the end of a term until the recognised closing dates.

### 8. DISCIPLINE

- 8.1. The parents hereby acknowledge that attendance of the student at the School shall be at the sole discretion of the School irrespective of whether the parents or the students are in breach of any of these conditions.
- 8.2. The parents agree that the proper and effective operation of the School requires the School to be able, in its sole discretion:
  - 8.2.1. to terminate the right of the student to attend the School; and
  - 8.2.2. to discipline or suspend the student.
- 8.3. The parents agree that if the School intends to exercise the power to:
  - 8.3.1. terminate the right of the student to attend the School; or



- 8.3.2. discipline or suspend the student;  
the School is not obliged to give any notice or reason for so doing.
- 8.4. The parents further agree that if the School intends to exercise or does exercise the power conferred by Clause 8.2, the parents will not bring any proceeding, whether at law or in equity, against the School or against any employee or agent of the School, because the powers will be or have been exercised.
- 8.5. The parents further agree that they will indemnify the School and all employees and agents of the School in respect of any claim made or proceeding instituted by the student as a result of the proposed exercise or exercise of the power conferred by Clause 8.2, such indemnity to include an indemnity for all costs incurred in defending such a claim or proceeding.
- 8.6. For the avoidance of doubt, the parents hereby expressly forego and abandon any claim that they might otherwise have against the School or against any employee or agent of the School as a consequence of the exercise or intended exercise by the School of the powers conferred by Clause 8.2.
- 8.7. If the student is suspended or expelled, the School shall retain or be entitled to be paid the fees for the term in which suspension or expulsion occurs and the parents shall forfeit all right to recovery of those fees. The parents acknowledge that such retention or payment of fees will be a proper and genuine estimate of the loss and damage suffered by the School caused by such suspension or expulsion and that such retention or payment shall properly be considered to be by way of payment of liquidated damages.
- 8.8. Where the student is suspended or expelled and the fees are unpaid at the date of suspension or expulsion, the parents agree that they shall be liable to immediately pay to the School all fees, expenses and any interest then outstanding in relation to the student up to and including fees payable to the end of the term in which such suspension or expulsion occurs. In this event the parents waive and abandon any set-off or counterclaim arising from the student's inability to continue to attend the School.
- 9. MEDICAL AND RELATED EXPENSES**  
The parents shall be responsible for all medical, hospital, dental and other expenses incurred by or on behalf of the student arising from or in connection with any injury or illness suffered by the student while attending the School or taking part in School activities, and the parents authorise the School to obtain such treatment for the student as the School in its sole discretion may determine. The parents acknowledge that they are solely responsible for obtaining insurance sufficient to meet the costs arising out of such injury or illness.
- 10. STUDENT'S PERSONAL BELONGINGS**  
The School shall not be responsible for the loss, theft or damage to the student's personal belongings, which shall be the sole responsibility of the student and the parents.
- 11. CUSTODIAL AUTHORITY**  
The parents agree that the School may permit or require the student to undertake such activities as the School may in its absolute discretion consider reasonable or appropriate and for the purposes of granting such permission or meeting such requirements appoints the School as their agent.
- 12. BUSINESS NOTICES**  
12.1. The School will issue Business Notices from time to time, which  
12.2. may deal with the operation of the School, fee payments, financial and/ or other matters which the School considers appropriate.  
12.3. Unless clearly stated to the contrary in a Business Notice, a Business Notice shall be read subject to these conditions, including any addenda to these conditions.
- 12.4. The parents and the School agree that the School may in its sole discretion vary these conditions or any current Business Notices from time to time and notification of such variation shall be by display on the Parent Portal on the School's website and any addenda or amendments to the Conditions of Entry or Business Notices shall take effect on the date they are first published on the School's website and shall be binding on the parents and student in all respects.
- 12.5. No error in, non-receipt or late receipt of, a Business Notice shall bind the School or entitle the parents or the student to any relief from their obligations contained in these conditions or a Business Notice, nor shall it entitle the parents or student to any compensation arising from any loss or damage allegedly suffered as a consequence of such error, non-receipt or late receipt.
- 13. ADDENDA TO CONDITIONS OF ENTRY**  
13.1. The School may issue addenda to these conditions from time to time, which may deal with matters specific to certain categories of students including, but not limited to, fee payments, financial and/or other matters which the School considers appropriate.  
13.2. To avoid doubt, any addendum or addenda to these conditions is, by this clause, expressly incorporated into these conditions.
- 14. AUTHORITY OF PARENTS**  
The parents agree that they enter into these terms on their own behalf and on behalf of the student and that they have authority to do so.
- 15. PARENTS AND STUDENTS DETAILS AND CIRCUMSTANCES**  
15.1. The parents agree they shall be honest and accurate in all information they supply to the School, and shall not knowingly withhold any information which could reasonably be regarded as relevant to the admission, enrolment or continuing attendance of the student at the School.  
15.2. The parents shall immediately notify the School of any change in the details of the student or the parents from any information previously supplied to the School (including change of address or other contact information) and of any change in family circumstances which will affect the student's education, discipline or well-being whilst enrolled at the School or which is otherwise relevant to the good conduct of the School.
- 16. PRIVACY**  
16.1. The School is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the School's Privacy Policy is available on request. Parents must be aware that information collected may need to be disclosed by the School to outside organisations from time to time. Any objections to the collection, storage, disclosure or publication of information in accordance with clauses 16.2 to 16.9 must be notified to the Admissions Office immediately.  
16.2. The School collects and stores personal information, including sensitive information about students, their parents or families before and during the course of a student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide schooling for students. In addition, the School retains this information after the student has left the School for alumni purposes.  
16.3. Some of the information collected and stored by the School is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care. In this regard, the School requires the collection and the storage of the student's biometric data to verify the student's identity when checking in and out of the School's boarding houses. This biometric data is classified for privacy purposes as sensitive information and the School requires the consent of parents and of those students over 15 years of age to collect and store this data. By signing the Notice of Acceptance,



- the parents agree to the collection and storage of such biometric data. If the student is aged 15 years or over, the student must also sign where shown on the Notice of Acceptance to consent to the collection and storage of such biometric data.
- 16.4. Certain public health and child protection laws governing or relating to the operation of schools require that particular information be collected and stored. The School asks parents to provide medical reports about the student at the time of enrolment and requires an annual update from parents. The School will collect and store this information and treat it in confidence. In providing the School with the personal information of others such as doctors or emergency contacts, parents are encouraged to inform these third parties that such information has been disclosed to the School.
- 16.5. The School from time to time discloses personal and sensitive information or requires the use of services that will capture personal and sensitive information to others for administrative, educational and health purposes. This includes to other schools, government departments, medical practitioners and people providing services to the School, including providers of online and remote learning platforms, specialist visiting teachers, sports coaches and volunteers assisting the School in an ancillary capacity (e.g. parent associations). In addition, personal contact details, names, telephone numbers and email details are provided on class, house and friendship lists. By signing the Notice of Acceptance, parents consent to the collection, storage, disclosure and publication of such information by the School for administrative, educational and health purposes.
- 16.6. Personal information collected from students is regularly disclosed to their parents. Parents may seek access to personal information collected about them and their student child by request. Students may also seek access to personal information about themselves. There will be occasions when such access is denied including where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the School's duty of care to the student or where students have provided information in confidence. The information collected remains the property of the School and any request for access to information must be made in writing. Information may be viewed at the School's premises with a member of the School's staff in attendance at a pre-arranged time convenient to the School.
- 16.7. On occasions, information including images of students may be created, collected, stored and published to record student participation at School and in School events, celebrate student effort and achievement and promote the School and events held by the School. Such images will be created by the School or by a third party appointed to create such images on behalf of the School and may include creation of images and footage by drones. Parents agree to the use of drones for this purpose and acknowledge and accept the associated risks. Such images will be collected and stored by the School or by a third party appointed to collect and store such images on behalf of the School. Such images will be used for publication in School newsletters, external newspapers, magazines and websites (including the School's website) and for the School's social media. Such publication will go beyond the School community. By signing the Notice of Acceptance, parents consent to the collection, storage, dissemination or publication of such information including images of the student by the School. Any objections to the creation, collection, storage, dissemination or publication of information including images of the student must be notified immediately to the Admissions Office.
- 16.8. Students who create works, and in particular artwork, during the course of their enrolment at the School shall retain the intellectual property in that work. By signing the Notice of Acceptance, parents consent to grant the School a non-exclusive licence to use the students' work for non-commercial purposes (for example, to display around the School or for publication in School communications, including on the School's social media platforms, the Light Blue or the Corian). Where appropriate and reasonable to do so, the School will attribute authorship of the student's intellectual property to that student. If works are abandoned by the student at the conclusion of their enrolment at the School, the School reserves the right to dispose of the works. Any objections to the use of the student's intellectual property by the School must be notified immediately to the Admissions Office.
- 16.9. The School conducts educational research projects for the purpose of developing and improving the learning and teaching programs at the School and for use in academic publications. This may require the collection, storage, dissemination or publication of anonymised data and observations. Any objections to the collection, storage, dissemination or publication of such anonymised data and observations of the student must be notified immediately to the Admissions Office.
- 16.10. The School from time to time engages in fundraising activities. Information received from parents may be used to make an appeal to parents and others. It may also be disclosed to organisations that assist in the School's fundraising activities but solely for that purpose. Personal information will not be disclosed to third parties for marketing purposes without the consent of parents.
- 16.11. The School's Privacy Policy contains information about how parents or students may complain about a breach in the Australian Privacy Principles by the School and how the School will deal with such a complaint.
- 17. CYBERSAFETY**  
The parents agree that they will comply with such policies as the School may have in place from time to time in relation to use of information technology.
- 18. STUDENT AND OTHER RECORDS**  
From time to time the School may determine to receive and store information concerning the parents, the student or other information relevant to the student's attendance at the School in electronic form. The School may also determine from time to time to convert written records concerning the parents, the student or which are otherwise relevant to the student's attendance at the School to an electronic format or other format as the School deems most appropriate in its sole discretion. The parents agree that the School may record such information in a manner deemed most appropriate by the School in its sole discretion and will make no claim or take any exception to records held in such manner provided that nothing in this clause shall be deemed to be consent to any breach by the School of any statutory requirement for the keeping of records.
- 19. UNAVAILABILITY OF SCHOOL CAMPUS OR FACILITY**  
Where a campus or facility of the School becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic or other outbreak of illness, the School may require the student to attend an alternative campus or facility of the School. The inability of the School to provide the student with access to any campus or facility, or any alternative campus or facility, shall not entitle the parents to any rebate or waiver of fees and expenses except at the sole discretion of the School.
- 20. ELECTRONIC COMMUNICATION AND NOTICES**  
20.1. The School may communicate with parents via the Parent Portal on the School's website and for all purposes, the publication of these conditions, the Business Notices and any amendments or additions to either or all of them shall be deemed sufficiently given if published on the School's website.



- 20.2. The parents agree that any invoice, statement, notice or other correspondence from the School to the parents shall be sufficiently given or sent if provided to the parents by email at any address provided by the parents to the School as the email address at which the parents may be contacted.
- 20.3. Provision by the School of any written invoice, conditions, statement, notice, correspondence or other document in hard copy rather than electronically shall be at the sole discretion of the School and any failure by the School to provide any such document in hard copy or electronically shall not entitle the parents to fail to comply with any obligation which they may have to the School.
- 20.4. The School will display on the Parent Portal on the School's website the Conditions of Entry and Business Notices which may be in effect from time to time. Any addenda or amendments to the Conditions of Entry or Business Notices shall take effect on the date they are first published on the School's website, unless otherwise stated.

## **21. INTERPRETATION**

- 21.1. These conditions, any addenda or amendments to these conditions and, subject to Clause 12.2, the Business Notices, shall comprise the entire agreement between the School and the parents notwithstanding any prior representation whether written or oral which has been made to the parents, which representations the parents agree shall not be legally enforceable nor form any part of these conditions nor comprise any representation pursuant to which enrolment or admission of the student to the School was sought.
- 21.2. 'Notice of Acceptance' means the form completed by the parents accepting the School's offer of enrolment for their child/ren.
- 21.3. 'Overseas Student' means a student enrolled at the School pursuant to a subclass 500 student visa.
- 21.4. 'Parents' means and includes the natural and/or adoptive parents of the student and/or the guardian or guardians of the student whether appointed guardians by order of any court or otherwise and, where relevant, includes a person or persons who have agreed to be responsible for payment of fees and sundry charges.
- 21.5. 'School' means Geelong Grammar School and includes the Principal, the Council of the School and any employee of the School.
- 21.6. Headings are for convenience only and do not affect the interpretation of these conditions.
- 21.7. The singular includes the plural and vice versa.
- 21.8. In the event any term or clause of these conditions is found by a court or a tribunal of competent jurisdiction to be unenforceable, the balance of these conditions shall be given full effect to the greatest extent possible having regard to the natural and intended meaning of these conditions.



## BUSINESS NOTICES (Effective 1 January 2020)

The following procedures, fees and expenses will apply in respect of students applying, enrolling and attending the School with effect from the above date.

### 1. APPLICATION

A non-refundable application fee of AUD\$150.00 (inclusive of GST) per student for Australian Citizens and Permanent Residents or AUD\$350.00 (inclusive of GST) for Full Fee Paying Overseas Students will apply. This fee must be paid before the application will be processed. A certified copy of the Applicant's Birth Certificate (or equivalent evidence of birth registration) or a certified copy of the Applicant's Passport must accompany the Application form. Please refer to the accompanying Student Application Checklist.

### 2. NON-REFUNDABLE ENROLMENT FEE

2.1. After a place is offered, that place is secured by acceptance of the place and the payment of a non-refundable enrolment fee in advance of a date nominated by the School as follows:

Early Learning Centre and Primary Students	AUD\$1,000.00
Secondary Students	AUD\$1,250.00
Full Fee Paying Overseas Students	AUD\$2,000.00

2.2. A place secured by payment of a non-refundable enrolment fee is subject to the following conditions:

- 2.2.1. provision of school reports satisfactory to the School in the year prior to admission to the School;
- 2.2.2. payment of the non-refundable enrolment fee by the date required for payment; and
- 2.2.3. completion of the required enrolment documentation.

2.3. Subject to the availability of places, it may be possible to bring forward or defer the offer of a place to Term 1 of the next year except for students enrolled for Year 8 who may not defer the offer of a place to a later year. Only current Year 8 students of the School may automatically proceed to Year 9, therefore it is not possible to defer a place for entry at Timbertop. Where a place is deferred, the student's latest school reports must still be provided in the year prior to admission to the School.

2.4. Where a place is accepted but is not subsequently taken up, the place and the enrolment fee shall be forfeited to the School.

2.5. Regardless of whether an application has been previously submitted, enrolment into Years 9 to 12 is subject to completion of a new application form and is only possible in the year preceding entry. An enrolment fee will apply if a place is offered in Years 9 to 12.

### 3. BOND

From time to time the School may require a bond to be paid for entry at selected year levels at the School. Parents will be advised in writing by the School if this is required.

### 4. SCHOOL FEES AND SUNDRY CHARGES

4.1. Fees are payable one (1) term prior to the commencement of the term to which they relate i.e. Term 1 Fee is due at the commencement of Term 4 of previous year; the Term 2 Fee is due at the commencement of Term 1 of same year etc.

4.2. Sundry expenses will normally be billed each term as they arise and are due and payable prior to the commencement of the following term.

### 5. SIBLING DISCOUNTS

The School provides the following sibling discounts:

- 5.1. A 20% discount for the third and subsequent children when all are boarders and three (3) or more children are enrolled at the same time (discount applies to youngest sibling).
- 5.2. A 15% discount for the third and subsequent children when three or more children are enrolled together, but not all are boarders (discount applies to youngest sibling).

### 6. TIMBERTOP FEES FOR DAY STUDENTS

The extra expense of full boarding in the Timbertop year is significant for parents normally paying day fees only. Those parents may make application for payment of the difference between the day and boarding fee in Year 9 to be spread equally over Years 8, 9 and 10. Applications to take advantage of this scheme must be lodged with the Admissions Office before 1 August each year during Year 7.

### 7. FEES IN ADVANCE

The School is able to accept a lump sum payment or payments for fees in advance. The conditions under which advance payments may be made are available by request from the Admissions Office.

### 8. SCHOLARSHIPS AND BURSARIES

- 8.1. Scholarships for entry to the School are offered each year. Academic, music, choral, sport and general excellence scholarships are offered. Academic, music and choral Scholarships are awarded on the basis of examination and audition held during the year prior to entry. Sport and choral Scholarships are offered for entry to Years 10 and 11. Further information may be obtained by visiting [www.ggs.vic.edu.au](http://www.ggs.vic.edu.au) or from the Admissions Office.
- 8.2. Bursaries are only awarded for current students of the School on the basis of financial need. Bursary application forms are available by request from the Admissions Office. Applications close on 1 August each year.