



DANDENONG RANGES STEINER SCHOOL

## ENROLMENT AGREEMENT

In this document: "DRSS" and "the School," means Dandenong Ranges Steiner School Inc (ABN 16 320 548 184) of 11c Duffys Road Emerald in the state of Victoria and includes the Early Childhood Campus at 51 School Road, Menzies Creek in the state of Victoria.

### TERMS AND CONDITIONS

#### 1. DISCLOSURE

- The Parents must:
  - before or at the time of enrolment, advise DRSS of any matters relating to the learning, behavioural or physical needs of their child;
  - and advise DRSS of any change to the above information as soon as possible.
- Prior to commencement, the Parents must provide complete documentation as requested by the school including but not limited to Family & Student Data Collection forms, all relevant medical forms, Immunisation History Statement from the Australian Immunisation Register, copy of the child's birth certificate or extract, current parenting order, intervention orders, visa status documentation and/or any other document as required by DRSS.
- If the Parents fail to provide information /documentation requested, or if it is inadequately disclosed, DRSS reserves the right to discontinue the child's enrolment.
- The Parents must keep DRSS updated of any changes to the child's medical details and/or contact details including emergency contact details and also the Parent's employment details, business address, residential address, email address and contact telephone numbers and any other changes to parenting orders, and will notify DRSS within seven days of a change occurring.
- DRSS provides a school curriculum for Prep to Class Six based on The Australian Steiner Curriculum Framework. DRSS also provides Kindergarten and Playgroup founded on the Steiner educational philosophy.

#### 2. CONTINUED ENROLMENT CONDITIONS

- The Parents acknowledge that it is an express condition of enrolment and continued enrolment that the student and the Parents comply at all times with DRSS Policies and Procedures. "DRSS Policies" means obligations as to conduct as published by DRSS including, without limitation, any codes of behaviour for DRSS's students, Parent Code of Conduct, student wellbeing and management policies, Admissions Policy & Procedures, Fee Policy, and any other school policies as set out in the Parent Handbook or as otherwise advised by DRSS from time to time.

- The Parents further acknowledge that continued enrolment is at the absolute discretion of the School, having regard to the best interest of other students, staff and the DRSS community.

### 3. PARENTS RIGHTS AND RESPONSIBILITIES

- DRSS will proceed and act on the basis that each Parent, being the person named as parent or guardian of the student being enrolled, has equal rights and responsibilities in relation to the student and unless advised otherwise in writing, is authorised to deal with DRSS on all issues relevant to the student and the student's enrolment at DRSS. DRSS will rely on the authority of either parent in connection with matters concerning the student unless either:
  - DRSS is supplied with a Court Order or written authorisation signed by the Parents which provide otherwise; or
  - the Management Team in their sole discretion are satisfied in all of the circumstances that there is a good reason to vary the arrangement and has advised the Parents in writing of his/her intention to do so; or
  - DRSS is satisfied in all the circumstances that there is reason to act on one Parent's instructions and not the other.

### 4. TERMINATION OF ENROLMENT

- DRSS may end the enrolment of the student and terminate this agreement if any of the following occur:
  - The Parents are in arrears with respect to any fees or charges levied in accordance with this Agreement;
  - The Parents do not provide DRSS with important information about their child;
  - The Parents or the child breach a published DRSS Policy
- The Parents agree and acknowledge that at the discretion of the Management Team, DRSS has the absolute right to dismiss or suspend a student for any act of serious misconduct, major infringement or continuous unacceptable behaviour and for unsatisfactory attendance, conduct or performance, or failure by either the student or Parents to obey DRSS Policies.
- If a student's enrolment at the school is terminated pursuant to this clause, the fees shall be payable up to and including the end of the student's final week at DRSS. A termination charge of one Term's fee shall be immediately payable by the Parents. Charging of the termination fee is not a penalty but a calculation of the genuine economic loss incurred by DRSS.
- Where the student's enrolment is terminated pursuant to this clause and the parents are, at the time of termination, in credit with respect to school fees, the excess amount (being the amount of fees exceeding the total of the amount payable up to and including the end of student's final week at DRSS and the termination charge of one term's fee), shall otherwise be refunded to the parents.

### 5. FEES AND CHARGES

- A Refundable Bond in the sum of \$500.00 (or as determined by DRSS from time to time) is payable by the Parents as an enrolment acceptance fee on the signing of this Agreement.
- The Refundable Bond will be held by DRSS in a designated Bond Account for the duration of the child's enrolment. The Refundable Bond is refundable within 30 days when the student leaves the school, providing there are no outstanding fees. The Bond may be deducted from the final fee account at the discretion of the Finance Officer or Business

Manager.

- “Fees” means all fees and amounts invoiced by and payable to DRSS in connection with the child’s enrolment at DRSS including Tuition Fees, CIP Levy, and any additional charges or fees as set out in the Fee Policy.
- Fees for each academic year will be set annually by DRSS and notified to Parents via the annual Fee Policy within a reasonable time thereafter.
- “Fee Policy” means the annual written document published by DRSS setting out the scale of fees to be charged by DRSS for Tuition Fees, Extra Lesson Support fees, CIP Levy and other sundry charges. The current Fee Policy is provided with this Agreement and can also be found on DRSS website ([www.drss.vic.edu.au](http://www.drss.vic.edu.au)).
- Tuition Fees are billed in advance and payable by any of the payment options and methods set out in the Fee Policy.
- A statement for fees will be forwarded by DRSS to the Parents setting out the fees payable and the due dates for the fees.
- Concession fees, Allowances and Credits, a Bursary Scheme and/or a Scholarship Program may be available to eligible applicants as set out in the Fee Policy.
- An additional Tuition Fee will be charged to families of overseas students without an eligible visa and children attending a second unfunded year of kindergarten.
- The Parents acknowledge that the fees are subject to increase at any time without notice.

## 6. PAYMENT OF FEES AND CHARGES

- The Parents agree to pay the fees by or before the due date.
- All signatories to the Student Enrolment Form are jointly and severally liable for the fees. This joint and several liability continues even if there are any changes to the relationship, court orders, child support arrangements, or any other arrangements between or affecting the co-signatories.
- The Parents will immediately notify DRSS if they experience financial difficulties to discuss the options available. Where special circumstances exist, alternative payment plans and extensions of time may be negotiated with DRSS.

## 7. COMMUNITY INVOLVEMENT PROGRAM (CIP)

- The Parents agree to be involved in the Community Involvement Program (CIP) which is a program to provide support to the school. Parents with children in Class One to Class Six are required to attend at least one working bee during the year.
- Parents have the option to pay a levy in lieu of volunteering at working bees as set out in the Fee Policy.

## 8. STUDENT ABSENCE

- Other than as set out in this Agreement, credits for or refunds of fees will not be provided by DRSS and fees will not be pro rata or not levied in the event that the student is absent from DRSS at the beginning of any Term or the student’s departure from DRSS before the end of any Term. However, students enrolling during the school year will be charged Tuition Fees on a pro-rata basis.
- No reduction in fees is available for absences of less than one full term. For absences of one full term or more, application for a reduction in fees should be made in writing to the Business Manager.
- Parents may be eligible to a pro-rata adjustment to fees in the event of a student being

absent through extended illness or accident. An application for reduction is subject to the production of an appropriate medical certificate and at the sole discretion of the Business Manager.

## 9. DISCOUNTS

- Where two or more siblings from the one family attend DRSS, or Little Yarra Steiner School or Melbourne Rudolf Steiner School (Class 7-12) at the same time, sibling discounts may apply as set out in the Fee Policy.
- DRSS reserves the right in future years to :
  - not offer a discount;
  - change the terms and conditions of any discount (including changing the rate of the discount or the due date for payment to obtain the discount).
- If the Parents' account is overdue by more than 28 days, DRSS may withdraw the discount for all of the children.
- Families who have been granted other forms of fee assistance (such as Bursaries or Scholarships) are not entitled to Family Discounts.

## 10. NON PAYMENT OF FEES

- If Fees are not paid by the due date, the Parents will be in default of this Agreement and all outstanding amounts including the balance of the annual fees will become immediately due and payable.
- An overdue account will incur an initial default charge (**Late Payment Fee**) as set out in the Fee Policy. Interest will accrue on the reducing balance of the Fees commencing 30 days from the due date at the rate of 1% per month. Charging of interest is a genuine estimate of the financial cost to the school as a result of non-observance of the Fee Policy and is based upon the resultant bank charges as well as the additional administrative work required in recovering the debt. Interest may be waived at the discretion of the Business Manager.
- Where necessary, DRSS will refer overdue accounts to its legal representatives without notice to the Parents. In addition to any overdue fees and charges, the Parents will be liable for all and any costs incurred by DRSS in seeking to recover any overdue monies by any means.

## 11. WITHDRAWAL

- A Parent must give a minimum of one term's notice that the Parent is to be no longer bound by this Agreement. The withdrawing Parent will remain liable for all fees incurred in relation to the Student for one term after DRSS receives the Notice.
- Where a Parent has notified of his/her intention to no longer be bound by this Agreement, DRSS reserves the right in those circumstances to either terminate the enrolment of the Student or require a replacement person approved by it who is prepared to take on the financial responsibility for payment of future fees to DRSS to be substituted in place of the withdrawing parent in order for the enrolment to continue.
- Parents are to provide to DRSS, in writing, notice of their intention to withdraw their child/children from DRSS. This notice must be received no less than one term prior to the student's departure, otherwise one term's fee will be charged. Charging of the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by DRSS.
- Any refund to which the Parent/s may be entitled will be sent to the Parent/s at the end of the notice period after first deducting any outstanding fees.

## 12.GOVERNING LAW

This Agreement will be governed by the laws of the State of Victoria and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria.

## 13.GENERAL MEDICAL CONSENT

- In the event of an injury or illness to the Student, at school, travelling to or from the School or while taking part in any organised school activity, the Parents authorise the School by its agents or servants, where they are unable to contact any of the Parents or emergency contact, or it is otherwise impracticable to contact the Parents, to:
  - administer such first aid as they may judge to be reasonably necessary;
  - call an ambulance for the student; and

the Parents' consent to the student receiving such medical dental or surgical attention as may be deemed necessary by a medical practitioner.

- The Parents accept responsibility for any expenses arising from such first aid, ambulance, medical, dental or surgical attention.

## 14.RESOLUTION OF STUDENT AND PARENT GRIEVANCES

- Students and Parents have the opportunity at all times to discuss particular concerns with the relevant staff member closest to the issue. If a satisfactory resolution is not obtained or the matter is of sufficient seriousness
- For a formal complaint to be lodged, the complaint should be lodged in writing with the Management Team (or Board of Governors if the complaint is about the Management Team).
- The School's Complaints Handling Policy is available at [www.drss.vic.edu.au](http://www.drss.vic.edu.au) and also available on request in hard copy from the Enrolments Officer.
- These terms and conditions of enrolment and the availability of the Complaints and Appeals Processes, do not remove the right of the Parents to take action under Australia's Consumer Protection Laws.

## 15.PRIVACY NOTICE

- The School is bound by and adheres to the Australian Privacy Principles contained in the Commonwealth Privacy Act 1988 and Privacy Amendment (Enhancing Privacy Protection) Act 2012 (referred to as the Privacy Act). In relation to health records, the School is also bound by the Victorian Health Privacy Principles as contained in the Victorian Health Records Act 2001.
- Information as to how DRSS protects the Parents' and students' privacy and how it complies with the requirements of the Privacy Act and the Australian Privacy Principles is set out in the Admissions Policy and Procedures document which is available on the DRSS website (refer to below link) and also available on request in hard copy from the School. If Parents have any queries with respect to its content, they should contact the School Privacy Officer at [office@drss.vic.edu.au](mailto:office@drss.vic.edu.au).
- DRSS collects personal information, including sensitive information about the Parents and the child, before and during the course of the child's enrolment at DRSS. Sensitive information will be used and disclosed only for the purpose for which it was provided or for other directly related purposes, unless the Parents agree otherwise, or if the use or disclosure of the sensitive information is allowed by law.
- The School's Privacy Policy sets out how parents or students may seek access to personal information collected about them. However, there will be occasions when access is

denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the School's duty of care to the student, or where students have provided information in confidence.

- The School Privacy Policy also sets out how Parents and students may complain about a breach of privacy and how the School will deal with such a complaint.
- In absence of a direction of the court to the contrary, all signatories to the *Enrolment Application* and *Student Enrolment* forms are jointly and severally entitled to access to, and information about, their child. **Please refer to the School's Privacy Policy at [www.drss.vic.edu.au/privacy-policy/](http://www.drss.vic.edu.au/privacy-policy/) for full details.**

## 16.CHILD SAFETY

- DRSS is committed to promoting and protecting the interests and safety of children, and to ensuring that those people who care for the students act in their best interests and take all reasonable steps to provide a safe and secure school environment. DRSS has zero tolerance for child abuse. **Please refer to the School's Child Safety Policy at [www.drss.vic.edu.au/child-safety/](http://www.drss.vic.edu.au/child-safety/) for full details.**

## ACCEPTANCE

I/We the undersigned, jointly and individually acknowledge and declare that:

- ☐ I/We have read and have completed this document fully and accurately to the best of my/our knowledge.
- ☐ I/We accept the offer of enrolment of the student at DRSS.
- ☐ I/We have read and agree to comply with and be bound by the Enrolment Terms and Conditions above.
- ☐ I/We have read and accept the contents of the **Admissions Policy & Procedure**.
- ☐ I/We have read and accept the contents of the **Fee Policy**; particularly the due dates for payments.

**In a two-parent family, both parents are required to sign:**

Print Name Parent/Guardian One

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Signature.....

Date.....

Print Name Parent/Guardian Two

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Signature.....

Date.....