



## ENROLMENT TERMS AND CONDITIONS

### 1. Definitions

**Parent** means the parent(s)/guardian(s) who entered into the contract of enrolment with the School

**School** means The Nature School

**Student** means the student who is named in the contract of enrolment

### 2. Acceptance of offer of enrolment

- 2.1 An offer of enrolment must be accepted by both parent/carer(s) where appropriate unless the School agrees to waive this requirement. Upon acceptance, all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- 2.2 The acceptance of the offer must be accompanied by a non-refundable fee as outlined in the current Schedule of Fees.
- 2.3 If parent/carer(s) accept an offer but withdraw before the commencement date, one full terms fees will be retained in lieu of notice.
- 2.4 If parent/carer(s) wish to defer the entry of a student to a different calendar year to the initial request, the School will advise whether it is able to agree to this. If it is unable to agree, the student will be placed on a waiting list for the requested year but enrolment cannot be guaranteed.

### 3. Conditional enrolment

- 3.1 All enrolments are conditional upon the School being satisfied in its discretion that the student's needs can be met by the School without causing unjustifiable hardship to the School. The School may cancel the enrolment if it determines prior to the start of the enrolment that the student's needs cannot be met.
- 3.2 The School requires parent/carer(s) to provide all reports and assessments necessary to determine the particular needs of the student.
- 3.3 All enrolments are conditional upon the School being satisfied in its discretion that the family is supportive of the School's vision and mission.

### 4. Student progress

- 4.1 If the School considers that the progress of a student is unsatisfactory and that it can no longer meet the student's needs it may cancel the enrolment of the student by giving not less than one term's notice.

### 5. Fees and charges

- 5.1 The Board of Directors determines the fees and charges that will be payable from time to time which are set out in a Schedule of Fees. The fees are revised regularly and may be amended each year.
- 5.2 Fees and Charges may also be levied for co-curricular activities and elective subjects.

- 5.3 The School may also incur expenditure for the student's needs on behalf of the parent/carer(s) as it reasonably considers necessary, which may be added to the parent/carer(s)'s school account.
- 5.4 All medical expenses incurred on behalf of a student must be reimbursed by the parent/carer(s).
- 5.5 Accounts for school fees are forwarded to parents and guardians via email four (4) times a year and must be paid at the times specified in the fees notice.
- 5.6 The school understands that difficult circumstances can arise. If personal circumstances prevent you from making payments being made by the due dates, please arrange an appointment with the School Business Manager or Head of School to document a payment plan to submit for approval. This is to be done as soon as possible and no later than the due date of the invoiced fees. The Board will consider all submissions individually with considerations including, but not limited to payment history and demonstrated commitment to The Nature School. Any agreement will be made in writing.
- 5.7 If alternate arrangements have not been made the following applies:
  - A reminder e-mail will be sent one week after the due date
  - 30 days after the due date a follow up phone call will be made by the school at this point an administration charge of \$50 will be applied to the overdue account.
  - Failure to take action in order to settle the account within a further 30 days may result in further action being taken.
- 5.8 Fees will not be remitted in whole or part if the student is absent due to illness, leave or suspension.
- 5.9 If students are undertaking activities which incur extra fees or charges, not less than six (6) weeks' notice must be given to discontinue these activities or six (6) weeks' fees for these activities will be charged.

## **6. Withdrawal of student/s**

- 6.1 Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that parent/carer(s) advise the School in writing of the name of the school the student will be attending and the grade the student will be entering at the new school.
- 6.2 If parent/carer(s) wish to withdraw a student from the School, notice given must be not less than one full term's notice.
- 6.3 If the required notice of withdrawal of a student is not given the parent/carer(s) must pay a full School term's fees.

## **7. Obligation of parent/carer(s)**

The parent/carer(s):

- 7.1 must accept and abide by the requirements and directions of the Board of Directors and the Head of School relating to the student or students generally and not interfere in any way with the conduct, management and administration of the School;
- 7.2 must support the goals, values and activities of the School.

The Parent/carer(s) must promptly advise the School:

- 7.3 in writing of any change of home, mailing, email address or contact details or other information on the Application for Enrolment Form. Offers of enrolment may be cancelled if the School loses contact with the parent or mail is returned;
- 7.4 if the student is absent from the School due to ill health or other reason;
- 7.5 of any exceptional circumstances that require travel or leave outside of vacation periods. Should such leave be required, it is a requirement of the Department of Education and Training that an Application for Extended Leave or Application for Exemption of Attendance be made to the Head of School. Approval is at the discretion of the Head of School. Exemptions cannot be granted retrospectively.
- 7.6 in writing of any orders or arrangements that affect the student concerning custody or access, any change to them or any other orders or arrangements which are / were relevant to the student's education and welfare and provide copies of any orders to the School.

## **8. Health, Wellbeing and Safety**

- 8.1 Parent/carer(s) must advise the School immediately if they become aware of any additional needs that the student may have including, but not limited to, any medical, physical, psychological needs, or any changes to these needs.

- 8.2 Parent/carer(s) must complete and return to the School the required health form for the student prior to the student commencing at the School and provide updates if circumstances change or as required by the School from time to time.
- 8.3 If the student is ill or injured, requiring urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and parent/carer(s) are not readily available to authorise such treatment, the Head of School or, in their absence, a senior staff member of the School, may give the necessary authority for such treatment, unless parents have stipulated otherwise. The parent/carer(s) indemnify the School, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.
- 8.4 Parent/carer(s) must observe School security procedures for the protection of students.
- 8.5 Students are responsible for their personal property and the School does not accept any responsibility for the loss of their belongings.
- 8.6 The Head of School or their nominee may search the student's bag, locker or other possessions where there are reasonable grounds to do so, in order to maintain a safe environment for all students.

## **9. Programs and activities**

- 9.1 The School determines the educational and other programs and activities conducted at the School from time to time in its absolute discretion.
- 9.2 The School may change its programs and activities and the content of these programs and activities without notice.
- 9.3 The student will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Head of School agrees otherwise.

## **10. Suspension and termination of enrolment**

- 10.1 The School may suspend or terminate the enrolment of a student, either temporarily or permanently at any time for reasons which may include, but are not limited to:
  - a) a serious breach of the School's rules.
  - b) ongoing behaviour or conduct which is unsatisfactory.
  - c) conduct prejudicial to the reputation of the School or the well-being of its students or staff, and;
  - d) where the Head of School or School Board of Directors believes that a mutually beneficial relationship of co-operation and trust between the School and the parent/carer(s) has broken down to the extent that it adversely impacts on that relationship.
- 10.2 In the situation where a student's enrolment has been terminated, no refund of fees will be granted.
- 10.3 The School will only exercise its powers under this clause to expel a student if it has provided the student and their parent/guardian(s) with details of the conduct which may result in a decision to expel the student and provided them with a reasonable opportunity to respond and where there has been procedural fairness.
- 10.4 The School may terminate the enrolment of the student without notice if, either before or after the commencement of enrolment, the School finds the relevant particulars of the additional needs of the student have not been provided to the School or the particulars provided are materially incorrect or misleading.

## **11. Amendment of the Terms and Conditions**

- 11.1 The School may alter the terms and conditions of enrolment, prospectus and enrolment application form at any time by giving not less than one full term's notice to the parent/guardian(s) in writing which shall apply to both current and future students and parent/guardian(s) from the date specified in the notice.