



ENROLMENT TERMS AND CONDITIONS

1. Definitions

- 1.1. **“Acceptance Fee”** refers to the amount as listed in Clause 1.1. of the Schedule of Fees.
- 1.2. **“Calendar year”** means each successive period of twelve (12) months commencing on 1 January and ending on 31 December.
- 1.3. **“due date”** means the relevant date as listed in Clause 1. of the Schedule of Fees or as listed on any invoice as issued by the School.
- 1.4. **“Head of School”** means the person responsible for the day-to-day management of the School.
- 1.5. **“parent”** and/or **“parents”** means the parent(s), carer(s) and/or guardians(s) who have signed the Enrolment Terms and Conditions.
- 1.6. **“Payment Plan”** means a plan as determined between the Head of School or the School Business Manager and the Parent as to the repayment of outstanding fees. The School will determine Payment Plans as requested within its discretion.
- 1.7. **“Schedule of Fees”** means the policy outlining the specifics of fees.
- 1.8. **“School”** means The Nature School.
- 1.9. **“School Term”** means a quarterly portion of the school year, the parameters of which being as determined by the School at the beginning of each year.
- 1.10. **“School Term Tuition Fee”** refers to the applicable amount as listed in 1.2. of the Schedule of Fees.
- 1.11. **“Student”** means the student named in the Enrolment Form.
- 1.12. **“Tuition Fee”** refers to the applicable amount as listed in 1.2. of the Schedule of Fees.
- 1.13. **“we/us”** is, where the context permits, a reference to the School.
- 1.14. **“you/your”** is, where the context permits, a reference to the parent.

2. Acceptance of offer of enrolment

- 2.1. An offer of enrolment must be accepted by both parents. An offer will be considered accepted where both parents have signed the Enrolment Terms and Conditions and payment of the acceptance fee has been received by the School. The parents acknowledge joint liability for the payment of all fees as issued by the School. In the event either parent fails to pay the outstanding fees, the other parent accepts full financial responsibility for the payment of any relevant outstanding fees. The School is not responsible for recovering fees owed by one parent to the other parent and the parents accept full financial liability irrespective of any private arrangement or formal agreement each parent may have with one another.
- 2.2. Where appropriate, the School maintains its discretion to waive the requirement under clause 2.1 if in the instance only one parent is able to sign the Enrolment Terms and Conditions. In the event only one parent signs the Enrolment Terms and Conditions, the parent who signs the Enrolment Form accepts full and sole liability for the payment of all fees as issued by the School.
- 2.3. Upon acceptance, all signatories will be jointly and severally liable in respect of the obligations contained in the Enrolment Terms and Conditions, Schedule of Fees and all other School policies.
- 2.4. The acceptance of an offer of enrolment must be accompanied by the payment of the non-refundable acceptance fee. The Acceptance Fee is due within fourteen (14) days of the date of the letter of offer of enrolment. Failure to do so may result in the School withdrawing the offer of enrolment.

- 2.5. The acceptance of the offer must be accompanied by a completed Enrolment Form and any relevant paperwork as necessary and in accordance with the School's Enrolment Policy. The parent must provide a full disclosure of the student's medical history to the School. Failure to do so may result in the School withdrawing the offer of enrolment.
- 2.6. Should a parent initially accept an offer of enrolment, but then withdraw or decline the offer on or before the first day of the next consecutive school term, the amount of one School Term Tuition Fee is payable by the parent in lieu of notice on demand by the School. Where the parent chooses to defer the commencement of the student's enrolment to a different calendar year than the one described in the offer of enrolment, the School may use its discretion to determine whether it will accept or decline the enrolment for the relevant year. Where the School does not agree to a request to defer the student's enrolment, the student will be placed on a waiting list for enrolment during the preferred year. The School makes no guarantees, warranties, or representations as to its capacity and whether the student will be offered enrolment for the preferred nominated year.

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 parents to provide all medical reports and assessments as necessary and as reasonably requested to determine the particular needs of the student.
- 3.3. All enrolments are conditional upon the School being satisfied that the student and parent are supportive of the School's philosophies, values, and objectives.

4. Fees and charges

- 4.1. 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 are subject to change each year.
- 4.2. The School will notify the parent in writing of any changes made to the Schedule of Fees.
- 4.3. Fees and Charges may also be levied for co-curricular activities and elective subjects. The parent is responsible for reimbursing the School for any expenditure incurred that is reasonably considered necessary to meet the student's needs.
- 4.4. The parent is responsible for reimbursing the School in the event medical expenses, either foreseen or unforeseen, are incurred on behalf of the student.
- 4.5. The parent is financially liable for any expenses that arise where the student has stolen or caused damage, either intentionally or accidentally, to property owned by the School or members of the School, including but not limited to staff, agents, contractors, parents and other students. Property may include, but is not limited to books, computers, desks, chairs, infrastructure, motor vehicles, etc.
- 4.6. Both parents, as signatories to the Enrolment Terms and Conditions, acknowledge and agree as part of the Enrolment Terms and Conditions they are both equally financially responsible for the payment of any and all invoices and/or fees as issued by the School.
- 4.7. At the commencement of the school term, the School will issue the parent with an account invoice for any fees incurred by the student. The parent agrees to pay all outstanding invoices and/or fees by no later than the due date as stated on the invoice. The School acknowledges that difficult circumstances can arise. Where the parent is unable to pay any fee or invoice before the due date, the parent must inform the Head of School or School Business Manager as soon as possible and no later than the due date of the relevant fee. The School may use its discretion depending on the circumstances to enter into a payment plan for School Fees. If a payment plan is being considered, the parents acknowledge the School may request financial information and/or documents regarding assets, liabilities and the financial circumstances of the parent to verify financial hardship and assist with determining appropriate payment plans. The School will consider all submissions individually with considerations including but not limited to payment history and demonstrated commitment to the School.

- 4.8. Where the parent fails to pay any invoices or fees before the due date and a payment plan has not been made, the following conditions may apply:
 - 4.8.1. A reminder e-mail will be sent by the School to the parent one (1) week after the due date of the fee or invoice.
 - 4.8.2. If after thirty (30) days of the due date the fees remain outstanding, a follow up phone call will be made by the School to the Parent. A default charge of \$50 will be applied to the parents overdue account to reflect administrative costs.
 - 4.8.3. Failure to take action in order to settle the account within a further thirty (30) days after the follow up phone call may result in further action being taken by the School for the recovery of the fees. The parents may be held liable for any costs incurred in the recovery of any unpaid fees.
- 4.9. Fees will not be remitted in whole or part if the student is absent due to illness, leave or suspension.
- 4.10. Where the student undertakes activities which incur additional fees or charges, a minimum of six (6) weeks' notice must be given to discontinue these activities. If the parent fails to fulfil this notice requirement, the parent will be held liable for the payment of the additional fees incurred for the following six (6) weeks after the date of notice.
- 4.11. A student's enrolment may be terminated at any time if payment of fees is not made in full by the end of each term and a payment plan has not been approved by the School.

5. Withdrawal of student/s

- 5.1. The student's period of enrolment will continue until the completion of the student's last year at the School or until the student's enrolment is otherwise withdrawn or terminated.
- 5.2. Where the student is withdrawn from the School to enrol at a different school, the NSW Education Standards Authority (NESA) requires the parent to 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. The Parent acknowledges and agrees to these NESA guidelines.
- 5.3. Where the parent decides to withdraw the student from the School, a full term's notice must be made in writing and provided to the School as per the signatories of the parent/or parents on the Enrolment Form and the Enrolment Terms and Conditions.
 - 5.3.1. For the purpose of this section, a "Full Term's Notice" means the period from the date notice is received by the School up until the final day of the next consecutive school term. For example, if the parent intends for the student's enrolment to be terminated at the end of the fourth school term, written notice must have been received and acknowledged by the School no later than the last day of the third school term.
 - 5.3.2. Where a Full Term's notice is not given, the parents will be liable to pay the School the amount of the applicable school term tuition fee for the next consecutive school term. This amount is a genuine pre-estimate by the School of the loss that it would suffer if the required notice is not provided.

6. Obligation of parent/carer(s)

- 6.1. The parent must:
 - 6.1.1. accept and abide by the requirements and directions of the School relating to the student or students generally.
 - 6.1.2. not interfere in any way with the conduct, management, and administration of the School.
 - 6.1.3. support the goals, values, and activities of the School.
 - 6.1.4. adhere to the Family Code of Conduct
 - 6.1.5. abide by all policies and procedures published by the School.
- 6.2. The Parent must promptly advise the School:
 - 6.2.1. of any change of home, mailing, email address or contact details or any other information as detailed on the Enrolment Form. Such amendments must be submitted by the Parent to the School in writing. Offers of enrolment may be withdrawn where the School loses contact with the parent or mail is returned.
 - 6.2.2. if the student is absent from the School due to ill health or any other reason.

- 6.2.3. 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.
- 6.2.4. of any orders or arrangements affecting the student which are relevant to the student's education and welfare. Such information must be provided to the School in writing and, where applicable, must be accompanied by copies of any orders made.

7. Health, Wellbeing and Safety

- 7.1. The Parent 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 and/or psychological needs. The parent must also advise the School of any changes to these needs.
- 7.2. The Parent must complete and return the Enrolment Form prior to the student commencing at the School and provide updates where circumstances have changed. At the School's discretion, the School may request the parent complete an updated Enrolment Form.
- 7.3. If the student is ill or injured and requires urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and the parent is 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 the parent has stipulated otherwise in writing. The parent indemnifies the School, its employees, and its agents in respect of all costs and expenses arising directly or indirectly out of such treatment.
- 7.4. Where reasonable and/or necessary, the Parents must observe the security procedures of the School for the protection of all students.
- 7.5. Students are responsible for their personal property. The School does not accept any responsibility for damage caused to, or the loss of their belongings.
- 7.6. The Head of School or their nominee may search the student's bag, locker or other personal possessions where reasonably necessary to maintain a safe environment for all students.

8. Programs and activities

- 8.1. The School determines the programs, activities and methods of education as conducted at the School from time to time in its absolute discretion.
- 8.2. The School may change its programs and activities and the content of these programs and activities without notice.
- 8.3. The student is required to participate in all compulsory activities including but not limited to excursions, camps and outdoor education unless the Head of School agrees otherwise.

9. Suspension and termination of enrolment

- 9.1. 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 terminate the enrolment of the student by giving no less than a full term's notice.
 - 9.1.1. For the purpose of this section, a "Full Term's Notice" means the period from the date notice is received by the School up until the final day of the next consecutive school term. For example, if the School terminates the student's enrolment part way through the first school term of the calendar year, the notice period will extend to the final day of the next consecutive school term. In this example, the student's enrolment period will expire on the final day of the second school term of the same calendar year.
 - 9.1.2. For the purpose of this section, the notice requirement may be vacated where mutually agreed to by both the School and the parent.
- 9.2. The School may suspend or terminate the enrolment of a student at any time, either temporarily or permanently, where the School reasonably believes that:
 - 9.2.1. the student's behaviour, attitude or conduct towards schoolwork or programs and activities is unsatisfactory.
 - 9.2.2. there has been a serious breach of the School's rules, policies or procedures, either by the student or the parent.

- 9.2.3. the student or parent has engaged in conduct prejudicial to the reputation of the School or the well-being of its students or staff.
- 9.2.4. the mutually beneficial relationship of co-operation and trust between the School and the parent has broken down to the extent that it adversely impacts on the School, any of its staff or the ability of the School to provide satisfactory educational services to the student.
- 9.2.5. the student's progress and performance are such that the student is not benefiting from the academic courses, activities and programs provided by the School.
- 9.2.6. the accounts or fees payable by the parent are not paid in accordance with the School's Enrolment Terms and Conditions and the Schedule of Fees.
- 9.3. In the situation where a student's enrolment has been terminated, no refund of fees will be granted.
- 9.4. The School will only exercise its powers under this clause to expel a student if it has:
 - 9.4.1. provided the student and parent with details of the conduct which may result in a decision to expel the student.
 - 9.4.2. provided the student and parent with a reasonable opportunity to respond.
 - 9.4.3. upheld the process of procedural fairness.
- 9.5. 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.

10. Amendment of the Terms and Conditions

- 10.1. The School may alter the Enrolment Terms and Conditions and Enrolment Form at any time by written notice. Any amendments made will apply to both current and future students and parents from the date specified in the notice.
- 10.2. The Enrolment Terms and Conditions should be read in conjunction with the School's Enrolment Policy and the Schedule of Fees.

Declaration

I/we as the Parent(s), agree to abide by the provisions of this agreement and the Schedule of Fees.

Parent #1

Parent/Carer Full Name: _____

Parent/Carer Signature: _____

Date: _____

Parent #2

Parent/Carer Full Name: _____

Parent/Carer Signature: _____

Date: _____