

Firbank is an open entry School. Priority of entry is given to siblings, the children of Old Grammarians and by date of application.

1. Application for Enrolment

- 1.1 An application to gain admission to the School must be made on the official application form available on the Firbank website or from the Enrolments Office.
- 1.2 Making an application does not guarantee admission. The School can offer a place to any child, irrespective of date of application.
- 1.3 The application needs to include the non-refundable application fee and a copy of the child's birth certificate (or other proof of date of birth).
- 1.4 If a place cannot be offered at the time of application, the student's name will be placed on a waiting list. As some deferments or cancellations may occur, a certain number of applicants originally on the waiting list may eventually be offered a place. If a booking is deferred, it may only be possible to transfer the child to the waiting list.

2. Enrolment

- 2.1 Enrolment at the School depends upon the Principal being satisfied about the child's suitability. Prior to any offer being made, each child and his/her parents and/or guardian will be interviewed by the relevant Head of School/Admissions and there may be a variety of assessments and consideration of current school reports depending on the level of entry.
- 2.2 If a place is offered, the School will forward an Enrolment Authority Form and a Personal Information Form for completion. In order to accept the offer of enrolment these forms must be duly completed and returned, together with the non-refundable enrolment fee and any applicable interest free deposit by the nominated date. If these payments are not received by this date, the offer may be withdrawn.
- 2.3 The School will enroll the child subject to the terms and conditions of this notice and applicable annual fee schedules as amended from time to time. Parents should read them carefully and refer any questions in writing to the Principal. Parents must enter the enrolment agreement in the utmost good faith and advise the School of any matters that pertain to the educational, physical or psychological development of their child as this is of great importance in permitting the School to assess the child's needs. Failure to provide this information constitutes grounds for the school to terminate the enrolment agreement without notice. Parents agree to advise the School of any change in this information and to complete

updates of their child's particulars in a timely manner.

- 2.4 In enrolling their child with the School, parents agree to accept all policies of the School unconditionally and agree to support them.
- 2.5 Both parents are required to acknowledge in writing on the enrolment authority form the responsibility for the payment of school fees and charges. In signing the enrolment authority form both parents agree that they are jointly and severally responsible with all other signatories for all fees and charges payable as a result of enrolling their child at the School. Both parents agree that this arrangement continues, irrespective of any changes to the relationship between them and the co-signatory or any court order between them or any child support arrangements or other arrangements between them. No separate or split invoices will be issued.
- 2.6 Any applicable interest free deposit will be refunded on written request when a student leaves the School, subject to all financial commitments having been settled and the required notice of withdrawal given. If not claimed within six months of a student leaving, the interest free deposit will be transferred to the School as a non-tax deductible deemed donation.

3. Parents

- 3.1 Firbank Grammar School enrolls the family when a child enters the School. Parents are obliged to read these Business Terms and Conditions. It is also the parents' responsibility to keep up with any changes to these Business Terms and Conditions.
- 3.2 It is expected that all parents
 - a) Attend parent information evenings as outlined in the School Calendar and any additional sessions on parenting and School issues. This includes an introductory session which will provide opportunities for parents to learn more about the School and connect with other parents.
 - b) Treat other students and parents with respect and courtesy at all times. Personal issues should not impact on the operation of the School.
 - c) Work in a harmonious manner with staff to ensure the wellbeing of the student.
 - d) Actively support School rules and guidelines by ensuring that students co-operate with staff and other students. Parents should also work within the guidelines that are applicable to them.
 - e) Support their child through attendance at parent/teacher interviews, sporting and cultural events when possible.

3.3 Failure to adhere to the conditions outlined above could result in an irretrievable breakdown of trust between the School and the family and may necessitate the withdrawal of enrolment for all students of the family.

3.4 Parent groups are an important part of the School community. Parents are encouraged to contribute in a positive manner and seek new avenues to engage the community. However, as these groups form part of the School community, the operation and conduct of their members will reflect the ethos and values of the School.

4 Students

4.1 Except when the express permission in writing of the Principal or Principal’s delegate is given, children are not permitted to leave School at the end of a Term until the announced closing time.

4.2 If a child is late for School or absent, a note signed by the parent is required. For absences other than illness, there must be prior written request to the Head of School from the parent or guardian. In the case of an illness or injury that requires a child to be absent from School, the School should be informed by phone by 9 am. When the child returns to School, the reason for the absence should be confirmed in writing.

4.3 No child is allowed to enter the School from a household in which there has been any infectious disease without giving prior notice or without production of a doctor’s certificate stating that there is no longer danger of infection.

4.4 a) Participation in organised outdoor activities both within and outside the School grounds is an essential part of a child’s education, and a compulsory part of the School curriculum.

b) Children must attend School functions as and when required.

c) For Senior School sport, students must attend practice as required. Plus, they should play in teams for which they are chosen whether games are after normal School hours and they must attend games, to support School teams, when required.

d) All students, unless excused by the Principal or Principal’s delegate on medical grounds, are required to attend School camp.

4.5 Every child admitted to the School is expected to obey all School rules, policies and procedures. Failure to observe the School rules, policies and procedures will render a child liable to disciplinary action and may jeopardise a child’s continued enrolment at the School.

5 Curriculum

The School decides on the curriculum throughout the year and the subjects offered at every level each year.

There is no guarantee that subjects offered in one year will be available in any other year.

6 Discipline

6.1 The School expects that students will adhere to our Code of Conduct and reserves the right to act if the Code of Conduct is breached.

6.2 The School does not permit corporal punishment.

6.3 The Principal or her delegates may take appropriate disciplinary action if a student has breached the Code of Conduct. The Principal reserves the right to suspend or expel any child.

6.4 Where a child is suspended, the Principal or Principal’s delegate will notify the parents personally. A suspended child may not enter the School grounds for any purpose without the express permission of the Principal.

6.5 Where a child is expelled, the Principal will notify the parents personally. An expelled child is not permitted to enter the School grounds for any purpose.

6.6 Expulsion or suspension automatically excludes a child from any entitlement expressed or implied to attend the School for the purpose of sitting for examinations.

7 Removal of an Overseas Student for Failure to Meet Commonwealth Government or Visa Requirements

The Principal may request parents or guardians to remove a child from the School immediately should the child’s Visa conditions or Commonwealth Government requirements be breached.

8 Medical Treatment

The School requires parents and guardians to allow properly authorised medical or hospital treatment to be carried out in emergencies. Normally, the School will make every effort to reach parents or guardians in emergencies, but if an accident or illness requires urgent attention and parents and guardians cannot be contacted, the School has the authority to take whatever immediate action is deemed necessary. Parents are required to inform the School of any relevant medical, psychological or social conditions that may affect the wellbeing of the student.

Parents are responsible for the payment of all costs associated with the treatment of their child including ambulance transport not covered by the School's travel insurance. The School has currently arranged travel insurance for students on overseas, interstate and some intra-state excursions only. Details of the terms and conditions of the School's travel insurance cover and claim procedures may be obtained from the Director of Finance and Administration.

9 Scholarships

Details of available scholarships may be obtained from the School's website.

10 Tuition Fees and Accounts

- 10.1 All fees and charges made by the School are payable on the published due date, upon receipt of an invoice.
- 10.2 All Prep – Year 12 tuition and boarding fees and most other charges are fixed by the School Board. While it is practice of the Board to set fees for the whole year, the Board reserves the right to amend fees during the year if general economic or other circumstances require such action.
- 10.3 Currently accounts are sent out in December of the preceding year, March, June and August each year for all Prep – Year 12 students who are not FFPOS (Full-Fee-Paying-Overseas- Students) and in November of the preceding year and April for FFPOS students. The timing and frequency of the billing may be changed by the School Board.
- 10.4 All ELC fees must be paid by the due date via Direct Debit from a bank account or by Credit Card. Please refer to ELC Fees and Charges Policy.
- 10.5 The School Board determines the level of any sibling concessions on Prep – Year 12 tuition and boarding fees for siblings concurrently attending the School full-time. Sibling concessions (except ELC students) are applied in the order of birth of the students with the oldest child not being eligible for any internal sibling concession. Siblings are defined as siblings and step-siblings, where the responsibility of the payment of the account is the same. Siblings on any other fee concession such as a scholarship will only attract the sibling concession on the residual amount (i.e. on the net amount payable after all other concessions have been deducted). Sibling concessions will not apply to ELC students.
- 10.6 Currently Firbank and Brighton Grammar Schools offer a sibling concession to families with children at both schools. The concession is currently valued at 5% of the annual tuition fee charged by each school for each full fee paying student. The concession will not apply to students who are in

receipt of any other fee concession including internal sibling concession or scholarship. The concession will not apply to ELC students. The concession will apply providing at least one child is enrolled at each school and so long as the balance of school fees are paid by the due dates, or in accordance with a formally agreed payment schedule. The School Board and Brighton Grammar School Council reserve the right to withdraw or vary the value of this concession at any time. The concession is not retrospective. Families who wish to benefit from this concession must apply to the Principal at Firbank and/or Headmaster at Brighton Grammar School before 1 January of each year in which the benefit is sought. Late applications may be processed at the discretion of the Principal and/or Headmaster for families joining the school(s) after 1 January each year. The application must be in writing on the prescribed form which is available from the Firbank Business Office, the Enrolment Office and the website. The form must be submitted to each school where the concession is sought. Families are to notify the Principal and/or Headmaster if their circumstances alter in a way which may affect the entitlement to this concession (e.g. a sibling is withdrawn from either school).

- 10.7 The School does not offer any variation on the published terms and payment of tuition fees and charges. However, Edstart is an alternative payment option to assist families manage their school fee payments. You can spread your school fees into weekly, fortnightly or monthly instalments, as well as extending payments over a longer period. Visit www.edstart.com.au for more information. The School does not receive any commission from this service.
- 10.8 Where any instalment is not paid in full within thirty days from the date of billing the parents are liable to pay the school liquidated damages calculated at the bank overdraft rate (reference rate) plus 5% on the outstanding amount from the first date on which the instalment became overdue for breach of contract.
- 10.9 Parents who require credit for the payment of School accounts should contact their own bank or credit provider.
- 10.10 The School is authorised to take any necessary steps to recover unpaid fees or charges.
- 10.11 Despite any other provision of this document, the School may in its absolute and unfettered discretion ask for fees to be paid in advance or impose any other condition it deems necessary in order to secure payment of fees. If such payment is not made or such condition is not met, the School may require the student to be withdrawn or may revoke the student's enrolment.
- 10.12 Where fees continue to remain unpaid beyond the current billing period, the Principal reserves the right to revoke the student's enrolment.

- 10.13 If a child is withdrawn, or suspended, at the insistence of the School, all fees and charges are payable for the billing period in which the child's enrolment is terminated or suspended.
- 10.14 For children entering the School in the course of a year, pro rata fees and charges other than application fee, enrolment fee and any applicable interest-free deposit, are payable.
- 10.15 Where fees and charges are not paid by the due date, the Principal reserves the right to withdraw or terminate existing fee concessions including staff and scholarship concessions. The School, at its sole discretion, may reinstate concessions upon full payment of outstanding fees and charges. In these circumstances, the concession recommences from the date of payment of all outstanding amounts owing to the School.
- 10.16 The School offers a fee prepayment plan for persons wishing to pay fees more than two years in advance. Parents are asked to contact the Financial Controller if they wish to prepay. Requests for prepayment of fees are to be submitted and fully paid by 15th December.

11 Temporary Absences/Part-time Attendance

- 11.1 No reduction or remission of fees and charges will be allowable for any absences of less than one full term. For leave approved by the Principal of one full term or more, the School will charge a holding fee. All other compulsory charges remain payable without reduction or remission.
- 11.2 The School will charge a holding fee of 13% annual tuition fee for reserving a student's place whilst temporarily absent.
- 11.3 At the discretion of the Principal, students may attend the School part-time. Part-time students will be charged pro-rata tuition fees and all other applicable fees and charges will be charged at the full-time or annual rate.
- 11.4 The School offers full School-term boarding. As it is necessary for the School to enter into staffing and catering contracts, a place in the Boarding House is reserved for the whole academic year and there is no reduction in boarding fees for temporary absences. The Boarding House opens at mid-day the day before the commencement of each School term and closes on the final day of each school term at 5.30 pm. On mid-term weekends the Boarding House closes at 5.00 pm on the last day of the week and re-opens at 5.00 pm the day before the School re-commences. Non full-time boarding is available at the discretion of the Principal.

12 Withdrawal of a Child

- 12.1 Parent, guardians, or carers with children in Years Prep to 5, and Years 7 to 12 who wish to

withdraw their child from the School after commencement at the School, notice of withdrawal is required by the following dates:

If not returning in the following year: notice must be given by 7 September

If leaving at the end of Term 1, notice must be given by 7 December of the previous year. If leaving at the end of Term 2, notice must be given by 22 March

If leaving at the end of Term 3, notice must be given by 22 June

If leaving at the end of Term 4, notice must be given by 22 September

except in the case of ELC 4 students, Year 6 students and Boarders in which case a semester's notice must be given. This notice must be submitted in writing to the Principal.

If notice of withdrawal is not received by the final day of the term prior to the child's last term then the parents, guardians, or carers are liable to pay the following liquidated damages amounts:

- a) the child's parents, guardians, or carers must pay to the School, in addition to any other amount owing to the School, an amount equal to one fourth of the annual tuition fee which would have been payable in respect of the child if the child had not been withdrawn from the School; and
- b) the School may apply and offset the amount of any interest free deposit held by the School in satisfaction, or part satisfaction, of the obligation in sub-paragraph a).

12.2 Clause 12.1 does not apply to parents, guardians, or carers with children in ELC4 or Year 6.

12.3 Parents, guardians, or carers with a child in ELC4 or Year 6 who wish to withdraw their child from the School are required to give the Principal at least one full semester's notice in writing. Notice of withdrawal must be given on the earlier of:

- a) the date the parents, guardians, or carers know that they will be withdrawing their child from the School; or
- b) the first day of Term 1: or
- c) any time prior to end of Term 2.

12.4 If notice of withdrawal is not given within the required period set out in clause 12.3, the parents, guardians, or carers of an ELC 4 or Year 6 student are liable to pay the following liquidated damages:

- a) the child's parents, guardians, or carers of a Year 6 student must pay to the School, in addition to any other amounts owing to the School, an amount equal to one half of the annual tuition fee which would have been payable in respect of the child if the child had not been withdrawn from the School;

- b) the child's parents, guardians, or carers of an ELC 4 student must pay to the School, in addition to any other amounts owing to the School, an amount equal to full 4 weeks fee which would have been payable in respect of the child if the child had not been withdrawn from the School and;
- c) the School may apply and offset the amount of any interest free deposit held by the School in satisfaction, or part satisfaction, of the obligations in paragraph 12.4 (a) and 12.4(b).

12.5 Where a child is also the resident of the Boarding House, in addition to the notice required under clauses 12.1 or 12.4 the School requires at least one semester's written notice to the Principal of withdrawal from the Boarding House during the course of the academic year. One semester's boarding fees will be payable in lieu of notice. Written notice for the following year must be received before the commencement of Term 3 to avoid being liable for a further semester's boarding fees.

12.6 The liability set out in clauses 12.1, 12.4, and 12.5 is a fair and reasonable estimate of the likely loss and/or liability incurred by the School as a consequence of the late withdrawal of a child, taking into account staffing and excursion arrangements, and service contracts. The liability of the parents, guardians, or carers under clause 12.1, 12.4 and 12.5 is not and will not be deemed to be inclusive of, nor will it in any way limit or reduce, any amount for which that parent, guardian, or carer is liable to the School under these Terms and Conditions and/or otherwise at law.

12.7 If a child is withdrawn from the School, all outstanding fees and charges owing to the School become immediately due and payable.

13 Privacy

Firbank Grammar School respects the privacy of its community members and will comply with the thirteen Australian Privacy Principles contained in the Privacy Act 1988 whenever personal information as defined by the Act is collected by the School. Firbank will also comply with the requirements of the Health Records Act 2001 (Vic). The primary purpose of collecting this information is to enable Firbank to provide schooling for the students and to satisfy Firbank's legal obligations, particularly to discharge its duties of care.

Firbank's Privacy Policy outlines how Firbank will collect, use, store and disclose personal information provided to or collected by it. It also explains how one may complain about a breach of privacy and how Firbank will deal with such a complaint. Firbank's Privacy Policy is available on the School's website.

14 General

14.1 The failure for any reason of the School, the School Board, the Principal or the Director of Finance and Administration to exercise any right referred to in this notice or the allowing of any extra time for compliance, should not be taken as a waiver of such right. There should be no suggestion that such a right no longer exists.

14.2 The School Board may amend these Business Terms and Conditions from time to time.

14.3 Where a notice is sent by post, by prepaid mail or by email to the current postal or email address held by the School of a parent, such notice shall be deemed to have been received at the time the letter normally would be delivered in the ordinary course of postage or the date of the email.

Approved by the Board of Firbank Grammar School on 25 August 2014 (updated 15 June 2015, 21 March 2016, 12 September 2016 and 30 October 2017).
Updated 16 October 2019 and 14 January 2021)