



Enrolment Terms and Conditions Overseas Students

CRICOS Registered Provider Number: 02298E

The enrolment of the Student at the School is on the terms and conditions set out below (“Terms and Conditions”). The acceptance by the Parents of an offer of enrolment by the School constitutes a binding agreement by the Parents to abide by these Terms and Conditions and to use all reasonable endeavours to ensure that the Student fully complies with the expectations set out herein and in the School Rules.

By entering into this Agreement the Parents warrant that they have the legal right and authority to assume responsibility for decisions related to the education of Student.

1. Definitions

In these Terms and Conditions unless the context otherwise requires:

- (a) “Boarder” means a Student who is a boarder at the School.
- (b) “Headmaster” means the Headmaster of the School, or any other staff member of the School acting in the capacity of Headmaster and/or exercising the authority of the Headmaster.
- (c) “Guardian” means the guardian appointed by the Parents pursuant to the Guardianship Form;
- (d) “Parents” includes any person legally authorised to exercise parental responsibility for the Student, or any other person having the custody or care of the Student who has applied to have the Student enrolled at the School and, where the Student has only one parent, means that parent.
- (e) “School” means Cranbrook School (ABN 790 000 07723) including, without limitation, St Mark’s Pre-school and St Michael’s Pre-school.
- (f) “Student” means the child to whom the enrolment relates.
- (g) “School Rules” means the School rules, policies, procedures, guidelines and codes of conduct.

2. Students

2.1. Attendance

2.1.1. The Student must attend School during School hours and as otherwise required for compulsory School related events and activities except where leave is granted or in the case of illness. Compulsory School related events and activities include, without limitation, assemblies, religious education classes and chapel services, the School sports program (including Saturday sport fixtures, training and carnivals), attendance as spectators at certain events,

campus, outdoor education programs, excursions, music and drama performances, prize giving days, carol services and House functions. Such events and activities may be both before and after normal School hours and on weekends.

2.1.2. The Student must attend School as required for disciplinary reasons, including for detention which may be before or after school hours, on a weekend, or during School holidays.

2.2. Behaviour

The Student must maintain a high standard of behaviour at all times at School, when travelling to and from School, when engaged in School related events or activities, on all School occasions and as members of the broader community. This includes that the Student must:

- (a) behave appropriately and considerately at all times and treat others with courtesy and respect;
- (b) support the goals and values of the School;
- (c) not behave in a manner that may adversely affect the reputation of the School; and
- (d) comply with the School Rules and directions of staff.

2.3. Uniform and Appearance

2.3.1. The Student must be neatly dressed, clean, and wear the School uniform properly and as prescribed at School, when travelling to and from School, when engaged in School events and activities, and on all School occasions, unless otherwise instructed.

2.3.2. The Student must follow conventional standards of appearance in accordance with School guidelines and the expectations of the School community.

2.4. Personal Belongings

The Student is responsible for his personal belongings. Personal belongings are not insured by the School and the School is not liable for any loss of, or damage to, any personal belongings of the Student.

2.5. Safety

In order to maintain an environment that is safe for all students and in which learning can take place, the School may:

- (a) search the Student's bags, locker, electronic devices or other possessions; and
- (b) carry out surveillance and monitoring, including, without limitation, of the use of computers, tablets, mobile devices, email, the internet, social media and the School network.

2.6. Drugs and Alcohol

The possession, supply or consumption of alcohol, illegal drugs or cigarettes by the Student at School, when travelling to and from School, when engaged in School related events or activities, and on all School occasions, is strictly forbidden.

3. Parents

Parents have an important role in ensuring that the Student meets School requirements and in fostering a respectful and supportive School community. The Parents agree to:

- (a) assist and require the Student to comply with the School Rules and directions of staff, and to support and reinforce these requirements;
- (b) ensure that the Student has all the necessary items for School including textbooks, stationary, electronic devices, and each item of required uniform;
- (c) permit and require the Student to attend and take part in all compulsory School related events and activities;
- (d) support the values and mission of the School;
- (e) attend Parent-Teacher interviews and other meetings with the Student's teachers, coaches and counsellors where requested;
- (f) support the administration of the School's discipline policy;
- (g) communicate with students, other parents, visitors and staff members in a courteous and respectful manner;
- (h) follow appropriate School processes regarding the communication of any issues or concerns about the Student or the School;
- (i) comply with the Parent Code of Conduct and School Rules and, when on School premises, attending School related events or activities, or picking up or dropping off the Student at or near the School, with the directions of staff;
- (j) comply with the requirements and directions of the School relating to the Student or students in general, and not challenge or interfere with the conduct, management and administration of the School;

- (k) not publish or cause to be published any material that is the intellectual property of the School, or any images of students, staff or members of the Cranbrook community, or use School iconography or letterhead, without the written approval of the School;
- (l) not engage in any activity or conduct in relation to the School that may bring the School into disrepute;
- (m) accept responsibility for any loss, damage or liability incurred by the School arising from, or in connection with, any failure by the Student to comply with the School Rules or directions of staff; and
- (n) appoint a suitable adult who satisfies the requirements outlined in the Guardianship Form, to act as a guardian for the Student and be responsible for the Student in the absence of the Parents, in accordance with terms outlined in the Guardianship Form.

4. Communication

4.1. Instructions

- 4.1.1. The School may act on the instructions, authority or direction from any one of the Parents, or the Guardian if the Parents are unable to be contacted in a reasonable timeframe, on any issue concerning the Student.
- 4.1.2. If a copy of a Court Order or Parenting Plan (or equivalent) has been provided to the School relating to the care, welfare, education, or development of the Student, the School will act only upon the instruction of persons named in the Court Order or Parenting Plan (or equivalent) as having authority in relation to the particular matter upon which the School seeks instruction.

4.2. Academic Reports

- 4.2.1. The School will send academic reports to the address or addresses notified by the Parents.
- 4.2.2. Academic reports will be sent to both Parents unless:
 - (a) a copy of a Court Order or Parenting Plan (or equivalent) has been provided to the School which stipulates that reports are to be sent to only one Parent;
 - (b) a Parent advises they do not wish to receive reports; or
 - (c) either or both Parents fail to notify the School of a current address.

4.3. Change of Contact Details

The Parents must notify the School in writing of any changes in contact details of the Parents and/or the Student, including telephone number, email address, mailing address and home address, and emergency contact names and details.

4.4. Provision of Information

The Parents agree to read all communications from the School and respond to such communication when requested or required in a timely manner.

Information sent to the nominated postal or email address of the Parents will be deemed to have been received by the Parents.

5. Health, Welfare and Special Needs

5.1. Court Orders and Parenting Plans

The Parents must provide to the School a copy of all current Court Orders or Parenting Plans (or equivalent) relating to the care, welfare, education, or development of the Student, and must notify the School in writing as soon as possible if there are changes to any such Court Orders or Parenting Plans (or equivalent), including providing a copy of any new or amended Court Orders or Parenting Plans (or equivalent).

5.2. Special Needs / Medical Conditions

5.2.1. The Parents must disclose to the School accurate and up to date information regarding any special or individual needs of the Student (including but not limited to any medical, physical, learning or psychological needs, medical conditions or health care requirements) which may impinge upon the Student's educational progress or ability to participate as a member of the School community, or require the provision of additional resources, facilities or support.

5.2.2. If any special or individual needs of the Student change (including if any new needs arise) the Parents agree to notify the School immediately, including if any change occurs prior to the commencement of the Student at the School.

5.2.3. The Parents must provide the School with copies of all medical reports and developmental assessments, such as reports from paediatricians, psychologists, speech therapists, occupational therapists, or other professionals, pertaining to the Student's special or individual needs or development on an ongoing basis.

5.2.4. The Parents confirm that they have fully and accurately disclosed to the School, in the Application for Admission Form – Overseas Students or subsequently in writing, any special or individual needs (including but not limited to any medical, physical, learning, or psychological needs, medical conditions or health care requirements) that the Student may have.

5.2.5. The Parents acknowledge that if they have failed to disclose or have not fully and accurately disclosed any material matter, either in the Application for Admission Form – Overseas Students or subsequently in writing, that

such action constitutes a fundamental breach of this Agreement and the School may terminate the enrolment of the Student.

5.2.6. The enrolment of the Student at the School is not a representation that the School is able to meet the existing, future or potential special or individual needs of the Student. The School may terminate the enrolment of the Student if the School is unable to provide the resources, facilities or support to meet the special or individual needs of the Student with reasonable adjustments, or where reasonable adjustments required would impose unjustifiable hardship on the School.

5.3. Health

5.3.1. The Parents agree to complete medical information forms about the Student required by the School accurately and provide updates to the School as requested.

5.3.2. The Parents acknowledge it is their responsibility to inform the School of any medical conditions, illness, diseases, health care requirements, or allergies of the Student.

5.3.3. The Parents must notify the School immediately if the Student has a communicable disease or infection or the Parents become aware that the Student has been exposed to same in a manner where there is a reasonable likelihood of the Student becoming ill from the communicable disease or infection.

5.3.4. Where the Student has a communicable disease or infection, or is otherwise unwell, the Parents agree to keep the Student away from School until the Student is feeling well enough to attend a full day at School and the Student is no longer contagious (if applicable).

5.4. Emergencies

5.4.1. If the Student becomes ill or is injured and first aid or urgent medical treatment is required (including but not limited to injections, blood transfusions, or surgery) the Parents authorise the School to do all things as it considers necessary or expedient for the welfare and health of the Student, including for the authorisation of such treatment.

5.4.2. The Parents agree to pay all medical expenses incurred on behalf of the Student.

5.4.3. The School, its employees, and its agents are not liable for any loss or damage arising from any first aid or medical treatment provided to the Student and which the School has authorised and the Parents release the School from any liability in respect of such treatment.

5.4.4. The Parents indemnify the School, its employees, and its agents against all loss, damages, claims, liability, costs and expenses arising directly or indirectly as a result of any act or omission by the School in relation to any first aid or medical treatment provided to the Student.

5.5. Accommodation, Support and General Welfare Arrangements

5.5.1. Whilst attending the School, the Student must:

- (a) live in Sydney with one or both Parents, where the Parents hold a valid parent guardian visa or permanent residency, for the full duration of their schooling at the School; or
- (b) if in Year 7 or above, be enrolled as a Boarder and reside in one of the School's Boarding Houses.

5.5.2. The Student must return to the care of the Parents or the Guardian during the school holidays, except weekends or illness, unless alternative arrangements have been made which have been approved by the Parents and the School. The Parents must advise the School as to whether the Student will be in the care of the Parents or the Guardian at these times.

5.5.3. Any change to the accommodation, support and general welfare arrangements for the Student must be approved by the School in advance.

6. Absence, Leave, Change of Status and Withdrawal

6.1. Absence

6.1.1. If the Student is late to School or absent without prior notice, the Parents must notify the School and provide an explanation in accordance with the School's attendance policies.

6.1.2. In cases of illness, the School may, in its absolute discretion, require the Parents to provide a certificate from a suitably qualified medical practitioner stating that the Student should not attend School on the days of absence.

6.2. Leave

Except in the case of illness, permission for the Student to be absent from the School must be sought prior to the period of absence in accordance with the School's attendance policies. Leave will only be granted in exceptional circumstances

6.3. Boarding

6.3.1. If the Student is enrolled as a Boarder, the Student must remain as Boarder for the duration of their enrolment unless otherwise agreed in writing by the School.

6.3.2. Requests to convert from a boarding place to a day place must be made in writing to the Headmaster at least one full term prior to when the change is requested to become effective for boarders in Years 7 to 10, and at least two full terms' prior to when the change is requested to become effective for boarders in Years 11 and 12.

6.4. Withdrawal

6.4.1. Parents may withdraw the Student by notice in writing addressed to the Headmaster at least one full term prior to the date on which the withdrawal is to take effect.

6.4.2. Where the withdrawal is to take place at the end of a term, notice must be given no later than the last day of the School holidays prior to the commencement of the final term of enrolment. Where the withdrawal is to take place at any other time, notice must be given prior to the beginning of the term preceding the term in which the withdrawal is to take effect.

6.4.3. If the required notice is not given, the Parents agree to pay the applicable fees for one term as a genuine pre-estimate of the loss that the School would incur.

6.4.4. In accordance with regulatory requirements, the Parents must advise the School of the name of the school to which the Student is being transferred.

7. Exclusion and Termination of Enrolment

7.1. Expulsion or Suspension

The Student may be excluded from the School either permanently (expulsion) or temporarily (suspension) as a result of any of the following:

- (a) A serious breach, or repeated breaches, by the Student of the School Rules, or a serious failure, or repeated failures, by the Student to act in accordance with the directions of School staff;
- (b) Conduct by the Student, either within the School environment or in the broader community, which may amount to a criminal offence or which is prejudicial to the reputation or well-being of the School, its students or staff;
- (c) Extended or repeated unauthorised absence of the Student; or
- (d) The attitude or behaviour of the Student is not in keeping with the values or expectations of the School.

7.2. Termination of Enrolment – Student Progress

The enrolment of the Student may be terminated upon written notice to the Parents where, in the reasonable opinion of the Headmaster, the Student has:

- (a) Failed to meet the curriculum requirements for the academic year;
- (b) Failed to make satisfactory progress in their academic work, or in terms of attendance, effort, participation, or behavioural or disciplinary standards;
- (c) Been unwilling or unable to benefit from the educational and/or co-curricular opportunities made available to him or her; or
- (d) Failed to meet the conditions of their student visa.

7.3. Termination of Enrolment - Parent Conduct

The enrolment of the Student may be terminated upon written notice to the Parents where, in the reasonable opinion of the Headmaster, there has been:

- (a) A breakdown of the mutually beneficial relationship of trust and co-operation between the Parents and the School to the extent it adversely impacts on that relationship;
- (b) A serious breach or repeated breaches by the Parents of these Terms and Conditions or the Parent Code of Conduct;
- (c) Conduct by the Parents which undermines the good order of the School or causes serious or repeated harm, to the School or any member of the School community; or
- (d) Non-payment of School fees and charges by the Parents.

7.4. Termination of Enrolment - Prior to Commencement

The School may by written notice to the Parents terminate the enrolment of the Student at any time prior to the commencement of the Student at the School if the conduct of the Student or the Parents prior to the Student commencing at the School is such that it would result in expulsion or termination of enrolment if such conduct were to happen once the Student had commenced at the School. In these circumstances the enrolment fee will be refunded to the Parents.

7.5. Details and Response

The School will only exercise its rights under this clause to exclude the Student (permanently or temporarily) or terminate the enrolment of the Student if it has provided the Student and the Parents with details of the conduct which may result in a decision to exclude the Student or terminate the enrolment of the Student and provided them with a reasonable opportunity to respond.

7.6. Breach of Visa Conditions

The Parents acknowledge that any breach of visa conditions by the Student, including, without limitation, to maintain a satisfactory level of attendance (at least 80% attendance rate), to maintain satisfactory academic application to their studies, and to maintain approved accommodation, support and general welfare arrangements, may result in the termination of the Student's enrolment by the School and cancellation of the Student's visa by the Department of Immigration and Border Protection.

8. Fees

8.1. Fees and Charges

8.1.1. School fees are determined by the School Council, reviewed from time to time and subject to change without notice. Current fees for tuition and boarding for full fee paying international students are published on the School's website. Fees for full fee paying international students are higher as the School receives no Government per capita grants for overseas students.

8.1.2. Overseas Student Health Cover must be paid by the Parents in relation to the Student in advance for the duration of the Student's enrolment.

8.1.3. If the School considered that the Student needs intensive English support at any time during the Student's enrolment, the Parents will be required to arrange for such support to be provided to the Student at their expense.

8.1.4. If the Student enters the School for the first time after the beginning of a School year, pro rata fees will be charged.

8.1.5. The fees for tuition and boarding for the Student may be paid fully or partially in advance at the discretion of the Parents.

8.1.6. If the Student's visa status changes, there will be no adjustment to the tuition and boarding fees paid for the remainder of that school year.

8.1.7. Events, and courses studied or activities undertaken outside the normal School program, may attract additional charges. Charges for events, courses and activities such as extra subjects, co-curricular activities, extra-curricular activities, sporting activities, excursions, camps, outdoor education programs, tours, competitions, materials and the supply of goods and services will be charged to a Student's account and are payable under the same conditions as fees.

Cancellation fees and notification periods may apply in accordance with the terms and conditions of those events, courses and activities.

8.1.8. The Parents authorise the School to incur expenditure on their behalf such as purchases of books, stationery and equipment for the Student from time to time as the School considers necessary.

8.2. Payment

8.2.1. The Parents agree to pay to the School all applicable fees and charges for tuition, boarding, extra subjects, co-curricular activities, extra-curricular activities, sporting activities, excursions, camps, outdoor education programs, tours, competitions, materials and the supply of any goods and services to or in relation to the Student.

8.2.2. The Parents agree that they are jointly and severally liable for all such fees and charges and other amounts due to the School in relation to the Student or incurred by or on behalf of the Student.

8.3. Refunds

8.3.1. If a Student is absent from School, during the whole or any part of a term, due to illness, leave, suspension or for any other reason, fees and charges will not be reduced or refunded, in whole or in part.

8.3.2. If the Student's enrolment is terminated by the School, the Student is withdrawn, or the Student is expelled, no refund of fees and charges will be made. If the termination, withdrawal or expulsion occurs after the commencement of a term, the full fees for that term will be payable.

8.3.3. Where, prior to the Student commencing at the School, evidence is provided that the application made by the Student for a Student visa has been rejected by the Australian Immigration authorities, the School will refund the Enrolment Fee and Overseas Student Health Cover amounts paid.

8.3.4. Where the Student has not satisfied the conditions of a conditional offer of enrolment, and as a result the Student is not enrolled in the School, the School will refund the Enrolment Fee and Overseas Student Health Cover amounts paid.

8.3.5. Refunds will be reimbursed in Australian dollars and payment will be sent to the Parents in their home country (unless otherwise requested in writing) within 28 days.

8.4. Payment Terms

8.4.1. Accounts are due and payable within 30 days from the date of issue.

8.4.2. All fees and charges must be paid in Australian dollars.

8.4.3. The School may charge the Parents an administration fee where accounts are not paid in full by the due date.

8.4.4. Where an account is not paid in full by the due date and the amount outstanding remains unpaid at the end of the term in which it was due for payment, the School reserves its right to:

- (a) suspend the Student until a satisfactory arrangement for payment of unpaid fees and charges is agreed;
- (b) terminate the enrolment of the Student at the end of the current term;
- (c) if the Student is in Year 12, exclude the Student from sitting final exams at the School; and/or
- (d) exclude the Student from extra activities including co-curricular activities, extra-curricular activities, sporting activities, excursions, camps, outdoor education programs, tours or competitions until a satisfactory arrangement for payment of unpaid fees and charges is agreed.

9. Miscellaneous

9.1. Programs and Activities

The School reserves the right to determine all aspects of its educational, co-curricular, extra-curricular, sporting and other programs, events, courses and activities, including whether they are offered, provided, amended or discontinued, and the resources applied to them including availability, timetabling and staff allocation. The School may change these matters at any time without notice.

9.2. School Rules

9.2.1. The School Rules are determined by the School in the interests of the student body as a whole, the staff and the greater good of the School.

9.2.2. The School Rules are subject to regular review and may be amended from time to time, in the absolute discretion of the School, and without notice.

9.2.3. The Parents agree to abide by decisions made by the School pursuant to the School Rules and acknowledge that there is no right of appeal to the School Council regarding decisions made by the School pursuant to the School Rules.

9.3. Permission for Photographs and Video

The Parents agree the School may take photographs and video of the Student and use these for educational or archival purposes.

9.4. Limitation of Liability

9.4.1. Where a Student participates in a School related event or activity, whether compulsory or voluntary, the School will not be liable for any injury or illness, whether physical or mental, or loss of property, suffered by the Student, in the course of, or because of, such participation.

9.4.2. The School will not be liable for any injury or illness, whether physical or mental, or loss of property, suffered by the Student, in the course of, or because of, any event or activity in which the Student participates which is not an official School related event or activity, including if it is an event or activity which involves any person or persons who are students, parents, staff or other persons of any kind whatsoever who are associated with the School.

9.5. Outcomes

9.5.1. The School does not warrant that it will achieve any particular outcome in respect of the Student.

9.5.2. Progression from one academic year to another academic year is dependent on the Student completing the requirements of the applicable academic year and the School being satisfied that the Student has the ability and maturity to meet the requirements of the succeeding year. If the School determines that the Student has not met the requirements to progress to the next academic year, the Student will not be able to so progress. This determination will be communicated to the Parents together with the reasons for that decision.

9.6. Privacy

9.6.1. The School collects personal information about the Parents and Student which is necessary for the School to function and conduct its activities. The School will deal with such information in accordance with the School's Privacy Policy.

9.6.2. The Parents acknowledge that they have read and understood the Privacy Policy.

9.6.3. If, in accordance with the Privacy Policy, the School makes available to the Parents any contact list (for example, of a class, year group, sporting team or musical group), the Parents agree that they will use any contact list only for the purpose of communicating with the families on that contact list about topics concerned with the School and the Students included on that contact list. The Parents agree they will not use any contact list for any other purpose and will not provide any contact list, in whole or in part, to any other person.

9.6.4. Commonwealth and State government departments and agencies, including the Tuition Protection Service and the Tuition Protection Service Director may be supplied as required with information concerning the Student, including, without limitation, their personal and contact details, their course enrolment details and changes, and the circumstances of any suspected breach by the Student of a student visa condition.

9.6.5. The Parents agree that the School may use the Department of Immigration and Border Protection Visa Entitlement Verification Online service to obtain information regarding the Student's visa at any time during the enrolment of the Student.

9.7. Decisions and Dispute Resolution

9.7.1. The exercise of any right or the making of any decision by the School shall be made by, and in the absolute discretion of, the Headmaster.

9.7.2. Any complaints or disputes, including any review or appeal, will be dealt with in accordance with the School's Complaints and Dispute Resolution Guide, which includes details of the Overseas Student Ombudsman for external appeals.

9.7.3. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

9.8. Amendment of Terms and Conditions

The School may amend the Terms and Conditions at any time by giving at least two terms' notice by publication of such amendment on the School portal and sending the amended Terms and Conditions via email to the email address of the Parents held on file by the School at the time of the notice. Any amendments will apply as if originally embodied in these Terms and Conditions to all current and future students and parents with effect from the date specified in the notice.

Cranbrook School
ABN 79 00 007 723
CRICOS Registered Provider No. 02298E

Effective Date: 2 November 2016