

Enrolment Terms and Conditions

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1 Philosophy and statement of values

- 1.1 Mastery School Victoria (MSV or the School) is owned and operated by Mastery School Australia Ltd. MSV is a specialist school that supports students who have learning difficulties and/or are disengaged from their current schooling environment so all students can reach their full potential and never feel left behind.
- 1.2 We support students with reasonable adjustments and teaching strategies that are tailored to individual student needs and emphasise exceptional teaching, quality curriculum, structured programs, and high expectations of students and staff. MSV prides itself on offering families the educational support for children with learning difficulties.

2 Agreement

- 2.1 Enrolment at MSV is confirmed when MSV receives from an Applicant:
- (a) The acceptance form accepting an offer of a place;
 - (b) all documentation requested in the enrolment process and letter of offer; and
 - (c) the Enrolment Application Fee
- 2.2 Failure to reply or provide the above within the period prescribed in the letter of offer may result in the School withdrawing the offer.
- 2.3 By signing the acceptance form, the Applicant agrees to the terms of the Enrolment Agreement, which includes:
- (a) the Enrolment Application;
 - (b) the Enrolment Policy;
 - (c) the letter of offer and acceptance form;
 - (d) these Enrolment Terms and Conditions;
 - (e) the Fee Schedule;
 - (f) the Parent Code of Conduct; and
 - (g) the Student Code of Conduct.
- 2.4 Applicants, parents and students agree to abide School Rules, Policies and Procedures, which may be changed during the period of enrolment at the discretion of the School. The School's Rules, Policies and Procedures do not form part of the Enrolment Agreement.
- 2.5 Failure to abide by the Enrolment Agreement and/or School's Rules, Policies and Procedures may result in disciplinary action or cancellation of enrolment by the School.

3 Fees and charges

- 3.1 Where there is more than one Applicant, both persons will be equally responsible jointly and severally for the school fees and any other charges. Responsibility for Fees, charges and other levies remains jointly and severally with all Applicants irrespective of what may happen to the relationship of the Applicants.
- 3.2 All Fees and charges must be paid in full by the due date set out in the invoice issued each term, unless another arrangement has been pre-agreed in writing between the Applicant and the School. MSV charges Fees prior to the start of each school term in advance.
- 3.3 All Fees and charges are subject to change. Fees and charges are set by the Fee Schedule available on the MSV website. The Applicant must pay the

current rate of Fees and charges set by the Fee Schedule available from MSV. Fees and charges quoted for taxable supplies include GST where applicable.

- 3.4 The School has a one term's notice period for withdrawal of students, hence changes to Tuition Fees are shared with the school community prior to the start of Term 4 annually.
- 3.5 The Application Fee must be paid for the Enrolment Application to be considered by the School. It is non-refundable. The School may waive the Application Fee if a family has already paid the Application Fee twice.
- 3.6 If the Student is admitted to the School during a term, Tuition Fees will be charged on a pro rata basis.
- 3.7 Fees do not include some items, such as uniform or voluntary instrumental music lessons. Fees do include all books and materials necessary for delivery of the core curriculum, and excursions. The Applicant is responsible for fees and charges supplied in relation to all excursions and additional activities.
- 3.8 All invoices and statements are sent by email to the email address provided on the Enrolment Application form. It is the responsibility of parents/guardians to ensure the School is informed of any changes to contact details. A request to add or delete account billing nominees can be made in writing. The School may agree to add new billing nominees at its sole discretion.
- 3.9 These Terms and Conditions do not affect the rights of the Applicant to take action under the Australian Consumer Law if the Australian Consumer Law applies.
- 3.10 Application payment can be made by credit card or direct transfer. Tuition fees and all other account payments can be made online, by cheque, credit card or B-Pay. Credit card payments of School fee accounts not processed online incur an additional 1% surcharge (inc GST).

4 Overdue Accounts

- 4.1 A Late Fee is charged when tuition fees are not paid by the due date.
- 4.2 Late payment of Fees and charges may lead to a debt recovery process. MSV may take such action deemed necessary to recover unpaid Fees or charges, including recovery costs.
- 4.3 The Student will not be permitted to enter a new term while any part of the fees or charges for the previous billing period remain unpaid, unless approved by the Principal. A decision under this clause is at the sole discretion of the Principal, and any one waiver of this clause does not indicate an ongoing waiver.
- 4.4 The Principal is authorised to take such action deemed necessary to recover unpaid fees or charges, including recovery costs.

- 4.5 Overdue accounts may result in late fees, suspension of enrolment, exclusion of the Student from certain activities, the permanent exclusion from the School, termination of enrolment and recovery via legal action, which shall involve both payment of the unpaid fees and charges and costs of recovery being charged to the Applicant.
- 4.6 Families who may be experiencing financial difficulties are encouraged to contact the School's accounts department in advance of payment dates to negotiate suitable arrangements. accounts@msv.vic.edu.au
- 4.7 If the School considers it relevant, the Applicant agrees to the School obtaining a Commercial Credit Report from a Credit Reporting Agency.
- 4.8 These Terms and Conditions do not affect the rights of the Applicant to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

5 Withdrawals

- 5.1 If the Applicant wishes to withdraw the Student from the School, the Applicant must give to the School one full school term's notice in writing signed by each of the persons who signed the Enrolment Application. In default of such notice, one term's Tuition Fees, or a sum reflective of the cost to the School, will be charged in lieu of notice.
- 5.2 If a parent wants to withdraw their child from the School, the parent must contact the School to arrange an -un-enrolment meeting with the classroom teacher and Principal.
- 5.3 No 'part of' a term or school holiday period will be included in determining the notice period.
- 5.4 No refund of Tuition Fees paid, or waiver of any outstanding Tuition Fees will be made if the Student is withdrawn from the School during a term or is absent for any reason.
- 5.5 If the Student's enrolment is terminated by the School, the Applicant is liable for all fees and charges incurred before the date the Applicant is notified of the Student's enrolment at the School being terminated.
- 5.6 The withdrawal of a student and subsequent re-enrolment of the same student requires a new Enrolment Application and payment of the Application Fee. A new date of application will be allocated.

6 Refunds

- 6.1 The Enrolment Application Fee is non-refundable.

- 6.2 Pre-paid pro-rata Tuition Fees will be refunded within three months to the person/s who made the relevant payment or signatories on the letter of offer if the required notice is provided.
- 6.3 A full term's notice is required to discontinue a co-curricular activity or to withdraw from the School.
- 6.4 In the case of prolonged illness (one full school term or more), an application, accompanied by a medical certificate, may be made to the School for consideration of some remission of Tuition Fees. The School has full discretion to offer a refund or some remission.

7 Disciplinary action

- 7.1 The continued enrolment of students is dependent on their behaviour being in accord with the School's policies, including but not limited to the Student Code of Conduct, rules and regulations, as amended from time to time. Continued enrolment is also dependent on the behaviour of the Applicant, parents and guardians being in accord with relevant policies, including but not limited to the Parent Code of Conduct.
- 7.2 In signing the Enrolment Agreement, the Applicant acknowledges that breaches of School policies by the Student, and breaches of the Parent Code of Conduct by the Applicant (or one of them) may lead to disciplinary action including suspension of the Student and/or termination of the enrolment of the Student.
- 7.3 The Applicant is expected to support the aims, objectives, ethos, rules and policies and discipline of the School. Disciplinary action may be implemented against the Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent Code of Conduct. Disciplinary action may include suspending or terminating the enrolment of the Student.
- 7.4 The School applies a positive approach to the discipline of student behaviour and seeks to restore students to participate and benefit from School educational programs offered.
- 7.5 The School reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the School.
- 7.6 When breaches of School policies or Codes by students is proven or suspected, MSV may search the relevant student's locker, bag and other property of the student where it is reasonable to do so. MSV will confiscate forbidden or dangerous items and contact parents requiring immediate collection of the child.

- 7.7 Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the School) if in the reasonable opinion of the Principal:
- (a) the Student is found to have breached the School's policies, including but not limited to the Student Code of Conduct;
 - (b) such discipline is applicable under the Student Behaviour Management Policy; or
 - (c) the Student is found to have engaged in behaviour detrimental or prejudicial the welfare of the School, its staff and/or students.
- 7.8 If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 7.9 If suspended, the Student shall not enter upon any of the School grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Applicant during such period.

8 Health and Medical treatment

- 8.1 The School must be kept up to date and informed of a student's physical and/or medical needs, including any significant illness or disability suffered or developed by the student before and during their enrolment. The School reserves the right to assess and determine its ability to provide ongoing education to a student and reserves the right to require the Applicant to provide the School with relevant medical information or reports as requested, or to require the Applicant to withdraw the Student for a period of time reasonably required to undergo medical treatment.
- 8.2 The School must be immediately notified of any infectious or contagious illnesses or diseases which are contracted by a student and that student will not be permitted to attend school, or any School activity, until a medical clearance has been obtained in writing.
- 8.3 The School will notify the Applicant of any injury or illness the Student may suffer at the School, which warrants staff intervention or a visit to the School sick bay.
- 8.4 In the event of an accident or medical emergency when it is impractical to communicate with the Applicant or nominated contact person (e.g., a parent or guardian), the Applicant authorises the Principal to authorise medical, surgical or other treatment considered necessary and in the best interests of the Student by a qualified medical practitioner. The Applicant will indemnify the School for costs arising from any such emergency or urgent medical treatment, for example, ambulance expenses.
- 8.5 Students may access the services of specialists, provided internally or externally. By accepting the Enrolment Agreement, the Applicant consents to

these services being provided and for confidentiality between the Student and specialist to be maintained without reference to the Applicant where the specialists deem that appropriate in accordance with their professional obligations.

- 8.6 It is the responsibility of the Applicant to provide appropriate insurance cover should the Student be injured or taken ill at the School. It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at school.
- 8.7 The Applicant authorises Staff who are trained in first aid to periodically check the Student's hair for head lice. If a Student is found to have head lice, the School will notify the Applicant as soon as possible and the School reserves the right to suspend the Student from attending the School until appropriate treatment has commenced.

9 Personal possessions

- 9.1 It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing. The School is not liable for any loss or damage to this property.
- 9.2 The Applicant will indemnify the School for any loss or damage to school property arising from the use or possession of such property by the Student.

10 Uniform

- 10.1 Details relating to School uniform requirements are distributed to newly enrolled families upon enrolment. The School has a Uniform and Appearance Policy.
- 10.2 Tuition Fees do not include the cost of uniform.
- 10.3 All aspects of the School uniform except shoes and pants are to be purchased from the School Uniform Shop.

11 Attendance

- 11.1 Unless the Student is not able to attend the School, the Student must:
 - (a) attend the School on the dates and between the hours advised by the School; and
 - (b) participate in all co-curricular activities including sporting activities, camps, excursions, evening events, music rehearsals, orientation sessions and religious services which may be held on the weekend or before or after normal school hours.
- 11.2 The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so the Student may develop holistically.

- 11.3 If the Student is not able to attend class at the School or any other co-curricular activities in connection with the School for any reason (including illness or injury), it is the responsibility of the Applicant to inform the reception of the School by 8:30am of that school day or prior to the commencement of the co-curricular activity and confirm in writing upon the first day of the Student's return to the School the reason for the Student's absence.
- 11.4 It is the Applicant's responsibility to advise the School as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.
- 11.5 After holiday periods, the Student is expected to return to the School on the dates fixed by the School unless permission is obtained from the Principal.
- 11.6 The Student is not permitted to leave the School at the end of term until the published closing date unless permission is obtained from the Principal.
- 11.7 The Student will not be able to attend the School for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact, or a medical practitioner has recommended the Student not attend.
- 11.8 If a student's attendance falls below 85% in a school term, the School will investigate further. Where concerns exist, the School may require an interview with the student's Parents or nominated contact.
- 11.9 If the student's attendance remains unacceptable to the School, the Principal may decide to make a formal referral to the Department of Education or appropriate regulatory body.
- 11.10 The School is committed to accurate recording and rigorous monitoring of the attendance of all students and to responding promptly to any attendance issues that may occur. Student absences are reviewed at the commencement of the school day. Where no advice has been received from a student's Parents or nominated contact person, the School will attempt to contact the Parents or nominated contact to enquire as to the reason for the student's absence.
- 11.11 Attendance records are maintained electronically by every teacher for every period of the school day in the Junior, Middle, and Senior School. Records are automatically stored and updated on Compass, the School's Student Management System. Students who are on an excursion, or participating in off campus school approved activities, are recorded as being present attending a school activity with the activity notated.
- 11.12 All teachers record attendance at the start of every session (3 sessions each day). The Senior Campus Administrator Officer (SCAO) is automatically notified of any absences during the school day via Compass. The SCAO will report any absences to the Principal and Assistant Principal.

- 11.13 All attendance records are maintained until a Student reaches 25 years of age. Attendance records include notes, emails and phone records.

12 Privacy and National Data Collection Statement

- 12.1 MSV collects personal information about to students, families and the people who care for them. The primary purpose of collecting the information is so MSV can enrol, educate and care for students.
- 12.2 Please refer to the School's Privacy Policy on our website for more information.
- 12.3 The Applicant consents to the School using their personal information and the Student's personal information for the purposes of receiving marketing communication. The Applicant may at any time opt out of receiving any marketing communication by notifying the School in accordance with the Privacy Policy. There is no charge or penalty for opting out from any marketing communication.
- 12.4 The School is required to report certain data to the Australian Curriculum, Assessment and Reporting Authority and the Victorian Curriculum and Assessment Authority. This may include student background characteristics such as sex, Indigenous status, socio-educational background and language background.

13 Termination

- 13.1 The Enrolment Agreement may be terminated:
- (a) in accordance with the provisions of these Enrolment Terms and Conditions;
 - (b) in accordance with the Student Behaviour Management Policy;
 - (c) in accordance with the Parent Code of Conduct;
 - (d) in accordance with the Student Code of Conduct; or
 - (e) as permitted by law.