



Parent (1) Name:                      First ..... Surname .....

Parent (2) Name:                      First ..... Surname .....

Guardians (if applicable):        First ..... Surname .....

Address (Parent 1/Guardian 1)

.....

Suburb .....

Postcode .....

Address (Parent 2/Guardian)

Same as above

.....

Suburb .....

Postcode .....

Parent/Guardian (1) Details

Home phone: ..... Work phone: .....

Mobile: ..... Occupation: .....

Email: .....

Parent/Guardian (2) Details

Home phone: ..... Work phone: .....

Mobile: ..... Occupation: .....

Email: .....

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## Operative provisions

### 1. Acceptance of Enrolment

- 1.1. Upon offer of enrolment at Rossbourne, an **Enrolment Fee of \$700** should be sent to the school office **within 7 days accompanied by this signed enrolment agreement**. This fee is not refundable and does not form part of the first term fee. Upon receipt of this Enrolment Fee by Rossbourne, a letter of acceptance of this application will be forwarded from the Principal. Payment of this Enrolment Fee and acceptance of it by the School is the final confirmation of enrolment at Rossbourne. The School Board reserves the right to withdraw enrolment of a pupil at Rossbourne while any fees or charges remain unpaid.
- 1.2. The parents/guardians accepts the offer of enrolment for the student at Rossbourne.
- 1.3. The parents/guardians will advise the School of any change to contact details as soon as possible.
- 1.4. The parents/guardians will advise the School of any medical, wellbeing information or family circumstances that may affect the student's learning or welfare as soon as possible.
- 1.5. The parents/guardians will notify the School of any physical, cognitive/intellectual, sensory or social/emotional needs of the student prior to commencement, and during the course of enrolment, whilst a student of the School as soon as possible.

### 2. Service

- 2.1. Rossbourne will provide for the benefit of the student and deliver services it considers appropriate in accordance with its curricular and wellbeing obligations as may be determined from time to time.
- 2.2. Rossbourne will provide a school curriculum based on the individual needs of students and referenced to VELS and the VCAA curricular guidelines.
- 2.3. The School offers individualised learning programs, which includes modified curriculum to suit individual learning needs, a perceptual motor program, social skills training, activity based learning, a sports program, an art and technology program, a performing arts program, Outdoor Education and Living Skills program.
- 2.4. The School has on staff a Speech Therapist to provide language intervention programs for individual students, small groups and class groups and Psychologists to provide psychological and academic assessments as well as wellbeing support for students and advice for families.
- 2.5. Rossbourne's course offerings, including curricular and co-curricular courses and programs, will be determined by Rossbourne in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curricular, co-curricular offerings, teaching methods and processes and other services affecting its students.
- 2.6. Parents/guardians acknowledge that Rossbourne does not guarantee or represent any particular or specific student outcome or level of achievement for the student in relation to any of its services.

### 3. Cancellation of Enrolment

- 3.1. At the discretion of the Principal, and in addition to any other right of cancellation in this Enrolment Agreement, the enrolment of a student may be cancelled in the following circumstances:
  - 3.1.1. The priority at Rossbourne is to educate children with learning difficulties. If behavioural issues significantly disrupt the learning of other students, threaten the health or safety of the student

or other students, enrolment at the School would not be appropriate. If this occurs it would be necessary for parents/guardians to find an alternative school placement for the student.

3.1.2. The student or their parents/guardians fails to adhere to the School's rules, regulations or policies (including the Student Code of Conduct and Parent Code of Conduct), or engages in conduct which is prejudicial to the School, its students or staff.

3.1.3. Tuition fees are not paid in full by the due date, or within such time as agreed by the School in writing.

3.1.4. The Principal considers that the relationship of trust and co-operation between the parents/guardians and the School, or its staff, has broken down irretrievably.

3.2. Unless otherwise agreed by the Principal, there will be no refund of tuition or other fees where a student's enrolment is cancelled.

#### **4. Business Notice and Fees, Student Withdrawal**

4.1. The parents/guardians agree to comply with the terms of Rossbourne's Fee Policy.

4.2. The parents/guardians, if more than one, are jointly and severally liable for the payment of all fees and charges invoiced by the School in relation to a student's enrolment.

4.3. This joint and several liability will continue regardless of any changes to the relationship between the parents, any court order as between the parents, or any child support or other arrangement between the parents/guardians regarding payment of fees.

#### **5. Personal Property**

5.1. The parents/guardians agree that any personal property of the parents/guardians or the student which is brought to school or to any school function or activity, whether or not held on Rossbourne's premises, will be at the sole risk of the parents/guardians and the student, and that Rossbourne will have no responsibility for any loss, theft or damage to such personal property.

#### **6. Student withdrawal of enrolment**

6.1. A term's notice in writing to the Principal must be given before the removal of a student from the school, otherwise a charge equivalent to a term's fees will apply.

6.2. A pro rata charge is made for new students entering the school for the first time after a term has commenced. If a student leaves during a term without giving a term's notice, no refund will be made for the remaining portion of that fee instalment.

#### **7. Medical**

7.1. The parents/guardians will advise Rossbourne in writing of the student's significant illness or disabilities and will immediately notify the School of any infectious or contagious disease contracted while enrolled at Rossbourne.

7.2. It is a condition of enrolment that Operoo (or substituted software package) is used by parents/guardians for all medical and permission records. Operoo is Rossbourne's primary source for capturing medical information and obtaining permission for excursions, camps and other programs. Every student requires an Operoo profile and this should be created by the parents/guardians prior to commencement and kept up-to-date.

- 7.3. Rossbourne is authorised to obtain or provide such emergency or urgent medical treatment, medical assistance or first aid for the student as may be deemed necessary in the circumstances by Rossbourne or its staff members.
- 7.4. The parents/guardians will be responsible for any costs or charges incurred by Rossbourne as a result of any medical or emergency treatment obtained for the student, including for any transportation to a medical or other emergency facility.

## **8. General Matters**

- 8.1. This Enrolment Agreement is governed by the laws of Victoria and is subject to the jurisdiction of the courts of that State.
- 8.2. If any provision of this Enrolment Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 8.3. Rossbourne will not be liable to the parents/guardians for any indirect or consequential loss or any loss of profit suffered by the parents/guardians arising out of a breach by Rossbourne of this Agreement.
- 8.4. The parents/guardians will not be entitled to set off against or deduct from the fees any amount owed or claimed to be owed to the parents/guardians by Rossbourne or to be entitled to withhold payment of any account because part of the account is in dispute.
- 8.5. Parents/guardians agree to abide by the School's rules, regulations and policies as introduced or varied from time to time, including the Parent Code of Conduct.

## **9. Privacy principles**

- 9.1. Rossbourne is bound by the *National Privacy Principles* contained in the *Privacy Act 1988* (Cth).
- 9.2. The School collects personal information, including sensitive information about students and parents/guardians, during the course of a student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide schooling for the Student. This includes satisfying the needs of parents/guardians and the needs of the student throughout the whole period of enrolment.
- 9.3. A full copy of Rossbourne's privacy policy is available for viewing from [www.rossbourne.vic.edu.au](http://www.rossbourne.vic.edu.au) or from the office.

## **10. Variations to Enrolment Agreement**

- 10.1. Rossbourne reserves the right to vary this Enrolment Agreement from time to time.
- 10.2. Parents/Guardians will be notified of material changes in writing.
- 10.3. The enrolment, or continued enrolment, of a student will signify acceptance by the parents/guardians of any variation(s) to the Enrolment Agreement.

## **11. Continued Enrolment**

- 11.1. Subject to the conditions of enrolment, once enrolled, a student remains enrolled at the School from year to year until a student has completed Rossbourne's six year education program.

11.2. During the course of a student's enrolment, parents/guardians are required to inform the School of any change to their contact details and any relevant information concerning the student, such as:

11.2.1. Reports or assessments pertaining to the student's learning, medical, physical, social and psychological need.

11.2.2. Any material changes in family circumstances which may affect the student's life at Rossbourne, including any court orders that may impact on the student or the school and of which the school should be made aware.

## **12. Use of photographs and videos**

12.1. As part of its normal operations, the School may photograph, record or video students and other members of the School community.

12.2. These may be published in classrooms, on the School's website and social media platforms, and in School publications and communications.

12.3. Parents who do not wish to give permission for the publication of such photographs, or audio/video recordings, must notify the School in writing.

*Associated documents (available from [www.rossbourne.vic.edu.au](http://www.rossbourne.vic.edu.au))*

- *Fee Schedule*
- *Enrolment Policy*
- *Privacy Policy*
- *Student Code of Conduct*
- *Code of Conduct – School Community*

## Acknowledgement and execution

**We acknowledge that we have read the Code of Conduct and accept all conditions.**

In signing this Enrolment Agreement, the parents/guardians agree to comply with the School's rules, regulations, policies and procedures, which may be amended from time to time in the School's absolute discretion orally or in writing.

Parents/guardians agree to support their child in meeting these expectations.

Note: Students are required to uphold the School's values and to abide by the School's rules, regulations and policies as they apply from time to time, including the Student Code of Conduct (consequences for breaching the Student Code of Conduct will also occur when students' actions are perpetrated beyond the school campus or unrelated to specific school activities).

### Acceptance

Having read the terms and conditions as indicated in the Enrolment Agreement I/we agree to abide by them.

Upon acceptance, please sign below and return to Rossbourne's office.

Parent (1)      Print Name .....  
                    Sign .....  
                    Date .....

Parent (2)      Print Name .....  
                    Sign .....  
                    Date .....

Guardian (1)    Print Name .....  
(If applicable)    Sign .....  
                            Date .....

Guardian (2)    Print Name .....  
(If applicable)    Sign .....  
                            Date .....