

Terms of Business and Conditions of Enrolment

1. Purpose of these Terms of Business and Conditions of Enrolment

- 1.1 These Terms of Business and Conditions of Enrolment (Terms of Business) are the terms upon which a child is enrolled as a student at Woodleigh School (Woodleigh). These Terms of Business supercede all previous versions. They are a contract between Woodleigh School and each person who signs these terms.

2. Acceptance of Enrolment

- 2.1 Each parent or legal guardian (referred to as parents for convenience) who accepts the Woodleigh's offer of enrolment for a child, also agrees to the terms in these Terms of Business or the duration of the child's enrolment (subject to clause 3).
- 2.2 A parent who causes a child to attend Woodleigh for the purpose of receiving educational services is deemed by their conduct to have accepted these Terms of Business.
- 2.3 All parents with parental responsibility for a child must agree to the terms in these Terms of Business, unless Woodleigh provides written confirmation that it accepts otherwise. Woodleigh may request evidence from a parent in support of this arrangement prior to accepting an enrolment by only one parent.

3. Ongoing nature of these Terms of Business

- 3.1 These Terms of Business are ongoing, and will remain in place until such time as:
- a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Terms of Business.
 - a child completes a Year 12 education at the Woodleigh.
 - Woodleigh reserves the right to amend these Terms of Business. Woodleigh will provide advance notice of any amendments, which will not apply retrospectively, and a family will have the option to give notice of withdrawal in accordance with clause 7 before the amendments take effect.
 - A parent who agrees these Terms of Business in relation to an enrolled child at Woodleigh, also agrees to these Terms of Business in relation to each of the parent's children enrolled at Woodleigh at that time.

4. Responsibilities of Woodleigh

- 4.1 Woodleigh will provide an education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by Woodleigh from time to time at its absolute discretion.
- 4.2 Woodleigh will deliver Woodleigh curriculum through a range of methods, including the provision of on-campus education, and offsite experiences. Woodleigh may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, Woodleigh considers it necessary or appropriate to do so. Relevant considerations may include, but are not limited to concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.
- 4.3 Parents acknowledge that Woodleigh does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.

5. Support for Woodleigh

- 5.1 Each parent:
- agrees to cooperate fully with promoting the child's education, including involving themselves in the life of Woodleigh and being responsive to Woodleigh's concerns; and

- b) agrees to ensure the child and the child's parents familiarise themselves and comply with Woodleigh's key values and principals, especially:
 - i. Woodleigh's core values of Respect for Self, Others and the Environment
 - ii. Woodleigh's commitment to developing students' initiative, independence, and a sense of responsibility for their own lives and their own actions
 - iii. The importance of respect for the individual and their rights, include the right to confidentiality
- c) agrees to abide by our Woodleigh policies including our child safety policy, codes of conduct, handbooks, directions, procedures, as published and amended by Woodleigh from time to time at its absolute discretion and accessible via Woodleigh's our website.

5.2 Each parent will do all things reasonably necessary during the enrolment period to ensure the child:

- a) in ECC to Year 6 is well-groomed, wears Woodleigh uniform at all times, and complies with Woodleigh's appearance standards.
- b) in Years 7 to 12 are not required to wear a uniform and are expected to make good judgements based on appropriateness for the occasion and for a school learning context, particularly concerning occupational safety, providing individual identity for students, cost effectiveness for parents and a celebration of diversity in our society. Further details on the Dress and Appearance Policy are available on Woodleigh's website.
- d) arrives at school on time, attends extension opportunities for exam preparations, attends all classes and is prepared for study;
- e) completes assessments and exams, and performs homework, when asked to do so;
- f) attends school-related camps, as the Camps Program is a compulsory part of Woodleigh's program. Special requests for a child to be withdrawn for sound educational or personal reasons will be considered, but such a request needs to be put in writing to the Head of Campus.
- g) attends school-related activities, excursions and events (collectively, Co-curricular Activities Program);
- i) cares for all school buildings, furniture, property and equipment, in line with Woodleigh's values of Respect for the Environment;
- j) does not leave Woodleigh grounds during school hours, except as authorised by Woodleigh from time to time;
- k) does not possess, use, distribute or sell illegal or illicit substances including:
 - tobacco, e-cigarettes, personal vaping devices (regardless of whether they contain nicotine),
 - medication (unless used in accordance with a prescription),
 - drugs or alcohol, and related paraphernalia,
 - and not do any of these things in relation to suspected illegal or illicit substances;
- l) does not pose a risk to their own health and safety, or the health and safety of others, in line with our values of Respect for Self and Others.

6. School Fees

6.1 Woodleigh publishes in advance of each school year a Fees and Charges Schedule, set by Woodleigh's School Board which sets out:

- a) all tuition fees and consolidated levies, and other charges and levies, imposed by Woodleigh for that school year (collectively, Woodleigh Fees) in relation to a student's enrolment at Woodleigh, or in relation to certain activities and programs;
- b) due dates for payment (which may be in advance or arrears);
- c) discounts that may be applicable to Woodleigh Fees;
- d) payment methods and payment arrangements; and

- e) other relevant matters (including in relation to consequences for non-payment).
- 6.2 The terms of each fee schedule are at Woodleigh's absolute discretion, and subject to change annually. However, Woodleigh will not vary those terms retrospectively.
- 6.3 Unless otherwise agreed in writing with the Principal or the Director of Business and School Operations each parent agrees:
 - a) to be jointly and severally liable for the payment of all School Fees imposed by Woodleigh during the child's enrolment;
Note: Each parent must agree to be jointly and severally liable, unless Woodleigh accepts a Change of Financial Responsibility Form (a copy of which is available from the Director of Enrolments). Woodleigh may request evidence from a parent in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability.
 - b) to pay all School Fees imposed by Woodleigh by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the child's enrolment; and
 - c) that School Fees are not ordinarily refundable. However, the Principal may, in their sole discretion, consider, grant or deny a request for a refund by a parent.
- 6.4 Woodleigh's fee schedule is not an exhaustive list of fees, charges and levies that apply during the child's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. Camp opportunities including Activities Camps, Beyond Boundaries Camps, Private Music Tuition, Co-curricular Activities,), or for goods which the child or the child's parents purchase via Woodleigh (e.g. textbooks), and written details of these will be communicated to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.
- 6.5 Woodleigh operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments if it is to deliver a quality education for students. In the event that any School Fees (or any other fees, charges and levies) imposed by Woodleigh are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment then Woodleigh may in its absolute direction:
 - a) refuse the student and any sibling's participation in Co-curricular Activities;
 - b) withhold student reports and other information or documents;
 - c) suspend and/or terminate the enrolment of the child and any sibling(s); and/or
 - d) commence debt recovery action.
- 6.6 School Fees continue to apply to all enrolled students without reduction or offset during any period in which the child is enrolled, including without limitation:
 - a) any period in which the child is absent from Woodleigh;
 - b) any period of remote learning; and
 - c) any period where a reduced program is agreed.
- 6.7 Each parent agrees to jointly and severally indemnify Woodleigh for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by Woodleigh.
- 6.8 Woodleigh fees not paid by the payment due date noted on each statement will incur a late fee of \$175 for every 30 days the account remains in arrears.

7. Withdrawal, Leave of Absence or Termination of Enrolment

- 7.1 Parents acknowledge that due to the ongoing nature of a child's enrolment, Woodleigh commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections. Accordingly, Woodleigh requires a full terms' notice of withdrawal from Woodleigh. Should this withdrawal not meet this withdrawal notice period, a \$2,750 administration fee will be payable to Woodleigh to cover the administrative, financial, and practical cost and inconvenience that Woodleigh needs to manage when a student is withdrawn (even in circumstances where Woodleigh operates a student waiting list). In this regard whilst it is generally difficult for Woodleigh to fill a vacant

place of enrolment at short notice, this difficulty increases the closer a student is withdrawn to the commencement of, or during a new school year.

- 7.2 To withdraw a child's enrolment (whether on a permanent or temporary basis), the child's parents must give at least a full school term's written notice to the Principal. This means that the Principal must receive notice in writing from both of the child's parents (unless one parent has legal decision-making capability for the child) by no later than:
- a) where the child has not commenced enrolment: on the first day of Woodleigh term immediately prior to the term where the enrolment was scheduled to commence;
 - b) where the child will leave Woodleigh on the last day of a school term: the first day of that term;
 - c) where the child will leave Woodleigh prior to the commencement of, or during a term: the first day of the previous school term.
- 7.3 The notice requirement in clause 7.2 also applies in respect of a student's leave of absence from Woodleigh for periods of one school term or greater.
- a) A holding fee is applied to students who are absent from attending Woodleigh for a period of time and want to retain their position and/or maintain their access to the curriculum whilst absent.
 - b) Holding Fee requests can only be applied for prior to the commencement of a period of absence. The Holding Fee cannot be retrospectively applied. The Holding Fee will be calculated based on the net fees applicable to the relevant student for the period of absence.
 - c) Leave of absences should be granted for short term absences ranging from one term to three terms and for the current and/or next school year only. Any leave of absence should also consider current enrolments for the impacted year.
 - c) There are four options for the application of a holding fee as outlined
 - i. Snow School Only - The charge would be 50% of tuition fee and full consolidated levy per term
 - ii. Full online access to our systems to allow remote access and learning. This would include marking of any work submitted during the leave of absence. The charge would be 50% of tuition fee and full consolidated levy per term
 - iii. Full access to systems but no teaching support. The charge would be 25% of tuition fee and full consolidated levy per term
 - d) Placement retention with no teaching support. One terms tuition fees and consolidated levy paid in advance and credited to the parent fee account upon return to school. If the student does not return to Woodleigh then the holding fee will be forfeited, i.e. Non-Refundable in this instance.
 - e) Any requests for a leave of absence from Woodleigh needs to be made in writing and emailed to principalsoffice@woodleigh.vic.edu.au. Woodleigh's Principal has final say over the approval of a leave of absence in accordance with our policy. No variations to the level of fee discount will be permitted.
- Note: This clause 7.3 does not intend to cover circumstances where a student is temporarily absent due to illness, school refusal or physically away from Woodleigh but has their school work supplied and/or assessed by school staff (for example, during periods of remote learning, suspension of education, or an extended family holiday). In such cases, full fees are to be paid during the time the student is absent.*
- 7.4 Woodleigh may terminate the child's enrolment and the enrolment of any sibling (with or without notice) where, in the Principal's reasonable opinion, any of the following apply:
- a) a parent fails to pay School Fees (or any other fees, charges and levies) by the due date, or in accordance with the payment terms, which apply during the child's enrolment;
 - b) a parent otherwise breaches these Terms of Business;
 - c) the child (or one of the child's parents, or a sibling enrolled at Woodleigh) has acted inconsistently with Woodleigh's values of Respect for Self, Others and the Environment, expectations as set out in its codes of conduct, directions, handbooks, policies, procedures, or has breached a reasonable direction of Woodleigh;
 - d) Woodleigh is not satisfied it can meet the needs of the child including, for example, because the child is not benefitting from the curriculum, courses or programs provided by Woodleigh;

- e) Woodleigh is not satisfied that there remains sufficient trust and confidence between Woodleigh and the child's family for an effective enrolment relationship; or
 - f) as otherwise provided for in these Terms of Business.
- 7.5 All outstanding School Fees (and any other fees, charges and levies) imposed by Woodleigh, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the child's last day of enrolment.
- 7.6 In the event of suspension or termination of enrolment under these Terms of Business, there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by Woodleigh.

8. Change of Details

- 8.1 Each parent must immediately inform Woodleigh of any change in the child's or a parent's postal address, email address, telephone numbers, and/or family circumstances.
- 8.2 Parents must notify Woodleigh immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at Woodleigh (or which Woodleigh may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).
- 8.3 Parents agree that Woodleigh will not be obliged to change the child's name in its internal database and learning management system unless one of the following apply:
- a) Both parents agree in writing (even where only one parent has signed the Terms and Conditions of Enrolment).
 - b) Woodleigh is provided an Order of the Court which permits the child's name change.
 - c) Woodleigh believes other special circumstances exist (for example, those relating to gender identity).

9. Communication, Instructions and Emergencies

- 9.1 Parents acknowledge that Woodleigh reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety and welfare, having regard to what Woodleigh considers, in its reasonable opinion, to be the best interests of the child.
- 9.1 Despite clause 9.1:
- a) Any notice given by Woodleigh to any one of the child's parents will be deemed to be given to all parents. Notice can be given by hand, Woodleigh's App, email, Operoo, prepaid post, in Woodleigh newsletter, on Woodleigh website, or via the child (e.g. a note in the student diary).
 - b) Similarly, should Woodleigh require instruction, authority or direction on any issue concerning the child then Woodleigh may act upon the instruction, authority or direction of any one of the child's parents and having regard to what Woodleigh considers, in its reasonable opinion, to be the best interests of the child.
 - c) Woodleigh is entitled to expect that a parent will communicate with the other parent about any communication under this clause 9.
- 9.2 In the event of any medical or other emergency arising in respect of the child then, should Woodleigh consider it impracticable to communicate with the child's parents, each parent authorises Woodleigh to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parent agrees to jointly and severally indemnify Woodleigh in respect of any reasonable costs and expenses which Woodleigh incurs as a result of Woodleigh taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

10 Information/Special Needs

- 10.1 Woodleigh is an inclusive school, and will comply with its statutory obligations regarding special needs (including in relation to reasonable adjustments). Special needs include allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements and needs of a medical, psychological, health or dietary nature.
- 10.2 Notwithstanding such compliance, parents acknowledge that Woodleigh is not necessarily able to cater to every

prospective student's needs and maybe limited by its staffing capacity.

- 10.3 Accordingly, each parent must inform Woodleigh of all special needs the child has (or has had) which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare of others) and provide to Woodleigh all reports, assessments and information in relation to those needs.
- 10.4 If a parent fails to inform Woodleigh of any special needs in relation to the child then Woodleigh, in its absolute discretion, may refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under these Terms of Business).
- 10.5 Each parent agrees that they will immediately inform Woodleigh should their child develop special needs, or should the special needs of the child change, either before or during the child's enrolment at Woodleigh.
- 10.6 Where a parent promptly informs Woodleigh of their child's special needs, or where a child's special needs develop or change, then Woodleigh will discuss those special needs with the child's parents as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. In accordance with its relevant procedures, Woodleigh will then assess whether it has the capacity and resources to provide a safe and fulfilling learning environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments.
- 10.7 If Woodleigh subsequently considers, in its reasonable opinion and subject to its legal obligations, that Woodleigh cannot meet the special needs of the child then:
 - a) Woodleigh may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
 - b) the child's parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).
- 10.8 Woodleigh also reserves the right to set and enforce reasonable standards of dress, appearance and behaviour.

11. Discipline

- 11.2 Woodleigh's code of conduct, directions, handbooks, policies, procedures, rules and values apply to conduct of a student both inside and outside Woodleigh, and whether or not the conduct is connected to school activities.
- 11.3 Woodleigh is responsible for determining when conduct of a student warrants discipline and may apply such discipline (including suspension and expulsion of a child's education or enrolment) as Woodleigh, in its absolute discretion, considers appropriate having regard to the student's conduct and Woodleigh's codes of conduct, directions, handbooks, policies, procedures, rules and values.
- 11.4 Woodleigh seeks to maintain an environment that is safe for all students and in which learning can take place. Parents agree that the Principal or their nominee may search a student's bag, locker, desk or other possessions to investigate a student discipline matter, where Woodleigh (acting reasonably) considers there are reasonable grounds to do so.
- 11.5 Woodleigh also reserves the right to suspend a student's education and/or enrolment whilst investigating a potential breach of Woodleigh's values of Respect for Self, Others and the Environment, codes of conduct, directions, handbooks, policies and procedures, or rules.
- 11.6 Parents and students are expected to respect any decisions made by Woodleigh in relation to this clause 11.

12. Loss of Property and Insurance

- 12.2 Students must care for the property of others including Woodleigh's buildings, furniture and equipment. Each parent agrees to be financially responsible (and jointly and severally indemnify Woodleigh) for any property damage caused by their child at Woodleigh or while participating in school-related activities.
- 12.3 It is impossible for Woodleigh to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to Woodleigh or to school-related activities is at the sole risk of the child and their parents. Woodleigh accepts no liability for loss or damage to personal property of the child, however that may occur, and Woodleigh has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.

12.4 Woodleigh does not generally insure the personal property of students and their parents, and may have limited personal accident insurance involved in official School activities. It is the responsibility of each child's parents to arrange such personal accident or property insurance as they consider appropriate.

13. GST

13.2 Where possible Woodleigh Fees (and any other fees, charges and levies) imposed by Woodleigh will be quoted on a GST inclusive basis. If GST subsequently becomes payable in respect of any part of any fees, charges and levies imposed by Woodleigh then Woodleigh reserves the right to increase those fees, charges and levies at any time.

14. Personal Information

14.2 Woodleigh handles personal information in accordance with its privacy policy, as published and amended by Woodleigh from time to time. Each parent agrees that they have read and understood the privacy policy. Woodleigh's Privacy Policy is available on Woodleigh's website.

14.3 Each parent acknowledges that:

- a) their child may be photographed or recorded at school or while participating in school-related activities;
- b) each year they will be invited to authorise Woodleigh to photograph or record their child (and the parent when attending school-related activities) and to use, publish or broadcast such images or video recordings and their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (e.g. drama and music), magazines and newsletters, official posts on Woodleigh's website or social media pages, and any websites on which a school event is broadcast or live streamed); and
- c) even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded school-related activity or event).

14.4 Woodleigh may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment process, and parents understand:

- a) this may involve Woodleigh making enquiries and obtaining information from third parties such as previous schools a prospective student has attended, credit providers, medical practitioners, government departments, and financiers;
- b) Woodleigh may use any information obtained as deemed necessary; and
- c) Woodleigh may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including with regard to the Privacy Act 1988 (Cth) and the Australian Privacy Principles (if applicable).

15. Circumstances Outside Woodleigh's Control

15.2 Where a school campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, Woodleigh may require the child to attend an alternative campus or facility, or participate in online learning. The inability of Woodleigh to provide the child with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of Woodleigh.

15.3 Woodleigh is otherwise not liable to parents for any failure to perform an obligation under these Terms of Business, provided that Woodleigh has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:

- a) is beyond the reasonable control of Woodleigh; and
- b) makes performance of that obligation impossible (e.g. act of God, pandemic, natural disaster, or act of terrorism).

16. General

16.2 Please note that while compliance by the child and their parents with these Terms of Business is required, Woodleigh's

values of Respect for Self, Others and the Environment, Woodleigh's codes of conduct, directions, handbooks, policies, and procedures do not form part of these Terms of Business.

- 16.3 If a provision in these Terms of Business is held to be illegal, invalid, void, voidable or unenforceable:
- a) that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - b) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms of Business.
- 16.4 These Terms of Business will be governed by the laws in force in Victoria, Australia.
- 16.5 A child's parents agree that:
- a) Woodleigh will not be liable to any of the parents for any personal illness or injury, or indirect or consequential loss (including, but limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a parent arising out of a breach by Woodleigh of these Terms of Business;
 - b) a parent will not be entitled to set off against or deduct from Woodleigh Fees (or any other fees, charges and levies) imposed by Woodleigh, any amount owed or claimed to be owed to that parent by Woodleigh; and
 - c) a parent will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by Woodleigh, because part of that amount is disputed by the parent.
- 16.6 To the extent permitted by law, parents hereby release and forever discharge Woodleigh (and its principals, agents, employees, trainers, contractors and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and expenses of whatsoever kind which may arise out of or incidental to a child's personal illness or injury sustained during the course of the child's education or enrolment, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the parents.
- 16.7 Nothing in these Terms of Business is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

Date approved by the Principal: 1 May 2024

Commencement date: 1 July 2024