

# **ENROLMENT AGREEMENT**

This Agreement is between Melbourne Montessori School Limited ABN 17 005 315 855 ("the School") of 6 Roselea Street, Caulfield South, Victoria, Australia, 3162 Telephone (03) 9131 5200 and

# concerning the enrolment of \_\_\_\_\_

("the Student")

"The Parents" acknowledge the conditions of enrolment endorsed on this form, as part of a legally binding agreement between The Parent/s and the School and "The Parents" agree to be bound by those terms and conditions.

# Parent / Guardian 1

Parent / Guardian 2

NAME:	NAME:
GENDER: Female / Male (circle)	GENDER: Female / Male (circle)
ADDRESS:	ADDRESS:
HOME PHONE:	HOME PHONE:
MOBILE PHONE:	MOBILE PHONE:
EMAIL:	EMAIL:
OCCUPATION:	OCCUPATION:
EMPLOYER:	EMPLOYER:
EMPLOYER ADDRESS:	EMPLOYER ADDRESS:
BUSINESS PHONE:	BUSINESS PHONE:
RELATIONSHIP TO STUDENT:	RELATIONSHIP TO STUDENT:
PRIMARY FEE PAYER: Yes / No% of fees	PRIMARY FEE PAYER: Yes / No% of fees

Parent/Guardian Signature \_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

#### DEFINITIONS

**"Fees"** means any amount charged to the Parents by the School and without limiting such meaning, includes endowment fees, enrolment fees, tuition fees, excursion fees, administration charges and withdrawal penalties.

"Net Annual Fee" means tuition fees less any scholarship or discount if applicable.

"Late Fee" means an administration charge each month for Tuition fees and Levy Fees not paid by the due date.

"Application/Registration/Deposit Fee" means a non-refundable fee payable to register a Student for enrolment.

**"Acceptance Fee"** means a non-refundable fee payable to secure the enrolment of a Student to attend the School. This amount contributes to the future development of the school.

"**Dishonoured Payments Fee**" means an amount will be charged each time a cheque or credit card transaction is dishonoured or rejected by a financial institution.

"Due Date" means the date on which fees are due and payable as announced by the Finance Manager each year.

**"Parent"** means those, whether parents or guardians, who are responsible for payment of fees and who by signing this agreement acknowledge that they are responsible for paying the "Fees".

"Parent Handbook" is the Handbook provided to Parents at the time of enrolment which addresses the expectations of the School from the School community

"Previous School" means the most recent school that the Student has attended or any previous school.

**"School Year"** means 1<sup>st</sup> January to 31<sup>st</sup> December of any year.

**"Financial Year"** means the 1<sup>st</sup> of July to the 30<sup>th</sup> June of the following year.

"**Term**" means one of the designated periods of the school year. The precise dates of each term will be provided by the School upon request. Whenever in this agreement there is a reference to the requirement of two terms' notice, such expression means written notice must be received by the Principal at least two terms prior to that notice taking effect, eg. *Notice to take effect from the beginning of Term 3 must be given no later than the first day of Term 1. Corresponding periods of notice must be given for any other term*.

#### 1. CONDITIONS OF ENTRY AND ENROLMENT

The following lists the conditions of entry and enrolment:

- A letter of offer implies that a place has been provisionally reserved for the Student. Admission, however, is conditional upon a position being available for the intended year/term of entry.
- An interview of Parents and the Student being conducted in the year/term preceding the year/term of entry.
- The Student having reached a satisfactory developmental level for entry in the Cycle level for which he/she is provisionally enrolled.
- The School receiving written confirmation of the vaccination status for the Student.
- The parent or guardian must disclose any information regarding the Student's health, both physical and mental, plus any past experiences or circumstances, medical or other investigations. This is to allow the School to be fully informed about your child and enable full consideration of your application.
- If a place in the School is offered and is not accepted, a new application fee will be required to place the Student back onto the Waiting List.

#### **School Rules**

Students and Parents must abide by all School rules and regulations. Suspension or removal of a Student from the School may occur at the discretion of the Principal or Board of Directors. The Parents and the Student agree to abide by the Rules, Policies and Charter of the School and acknowledge that the Principal and/or the Board has the absolute right to dismiss or suspend the Student from the School for unsatisfactory conduct or failure to obey the rules of the School or for any other reason after due consideration by the Principal.

#### Liability

The School accepts no responsibility or liability for the loss or damage to property belonging to Parents or Students, however occasioned. It is not practical for the School to insure against such risk. Parents should refer to their own insurance policies (if any) for coverage for the loss or damage to their personal property.

Parent/Guardian Signature

#### 2. ACCEPTANCE FEE, TUITION FEES, BUILDING FUND AND OTHER CHARGES

A non-refundable Acceptance Fee of \$2,000 is payable by the Parents of each Student within two weeks from the date of the letter of offer, in order for the School to accept the Student's enrolment.

#### 3. TERM TUITION FEES

Are outlined in the **TERMS OF BUSINESS AND SCHEDULE OF FEES AND CHARGES the Fee Structure** is issued at the beginning of each academic year, and updated throughout the year. Term tuition fees for subsequent years will be communicated to families when reviewed by the School Board

#### 4. FEES FOR EACH SCHOOL TERM

These fees will be charged in four instalments. These instalments are due two terms in advance.

#### 5. EXCURSIONS/CAMP FEES

This charge includes incursions, excursions, offsite concerts and school camps for all students It is our intention that all students attend all applicable camps. When offered school camps are deemed to be integral to the curriculum and are therefore deemed compulsory.

All families will be invoiced for school camps when costs have been finalised. A separate due date for the camps will be advised if they are invoiced outside of the normal term billing cycle. Melbourne Montessori School will not provide refunds for programs associated with school life when a Student falls ill and is unable to attend. Incursions and excursions are booked in advance and costing is based on a pre-determined number of students attending. The only exception to this is where the Student has an identified pre-existing condition that will not allow him/her to participate in the nominated incursion or excursion.

# 6. PARENT INVOLVEMENT LEVY (PIL) Cycle 1 – Cycle 3 only

The School conducts working bees, social and fundraising activities throughout the year. All Parents are expected to be involved, which usually equates to running or assisting in one or two activities each term. Families are asked to nominate their preferred activity from a list on the campus noticeboard at the beginning of each term. At the beginning of each term a PIL fee is charged. Parents are obliged to either pay the levy or take part in some maintenance or fund-raising activities, for a minimum of at least four hours each school term.

# 7. FEE DISCOUNTS

#### Payment in advance

A discount is available for paying a year's tuition fees and building fund donation in advance. Payment of the Discounted Fee must be received in the Finance Office by a date determined and advertised in advance by the Business Manager in order to receive the discount. Should you have any queries, please contact the Finance Office on 91315200

#### 8. PAYMENT OF FEES

- All fees are due and payable by the due date as announced by the Business Manager and published on the School's website.
- If the Fees are not paid by the due date, a **monthly** late fee will be administered and at the discretion of the School Board, the Student's position may be cancelled.
- Where a cheque or credit card payment is dishonoured a fee will be charged for each dishonoured transaction.
- No Student may be enrolled for any school term if fees for the previous period are unpaid.
- The School will take all steps deemed necessary by civil process or otherwise, to recover unpaid fees and associated costs from the parents or person/s responsible for the account.

#### 9. METHODS OF PAYMENT

The School accepts Cheque, Electronic Bank Transfer, Deposit to the School Bank Account and Credit Card Payments.

#### <u>Cheques</u>

Cheques in respect of Fees should be remitted to the Business Manager and be made payable to "Melbourne Montessori School Limited" and marked "not negotiable".

#### Payment by Credit Card

The School accepts payment by MasterCard and Visa. Please complete the payment advice on the bottom of your statement and forward it to the Finance Office. Credit Card payments will incur a surcharge which will be added to the total payment of each transaction to recover credit card fees imposed on the School.

<u>EFT's and payments to the School Bank</u> - You can pay directly to the School 's bank account by bank deposit slip at the School 's nominated bank or by electronic funds transfer directly to the Melbourne Montessori School's bank account. The details of the School's bank account can be found on your Invoice and/or Statement. For Electronic Bank Transfer (EFT), **please ensure you use your Family Account Code as the reference** to ensure Melbourne Montessori School identifies your family's payment.

# **10. WITHDRAWAL OR ABSENTEE CHARGE**

In the event that the Principal or the Board cancels the enrolment of the Student, and provided that the cancellation is not due to the failure to pay fees and levies, there will be no further charges levied.

In addition to the above, **two full school terms' notice in writing** is required to be given prior to the Student's intended withdrawal from the School, otherwise two terms' fees are payable in lieu of the required notice. Written notice is to be provided to the Principal and emailed or delivered to the registered office at 6 Roselea Street, Caulfield South, VIC, 3162.

*Eg.* If your Student is not returning for Term 1 of the following year, you must deliver written notice to the Principal at 6 Roselea Street, Caulfield South VIC 3162, **prior to** the commencement of Term 3.

#### Absentee

Should a Student intending to return to the School be absent for a term (maximum of 4 terms), 50% of each term's tuition fee will be required to hold a place open. The Principal should be advised in writing one term in advance of the intended absence. If the absence is to be greater than two terms, an appointment should be made with the Principal to discuss place availability.

#### **11. CREDIT PROVIDER**

- (i) The School is a credit provider under the *Privacy Act 1988 (Cwth)* and its amendments ("the Act");
- (ii) This enrolment agreement constitutes a credit application and credit agreement requiring notice and agreement in accordance with the Act. Under Section 18E(8)(c) of the Act, the School is allowed to give a credit reporting agency personal information about your credit application should your account be in default.

The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

- identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3);
- the fact that you have applied for credit and the amount;
- the fact that the School is a current credit provider to you;
- payments which become overdue for more than 60 days and for which collection action has commenced;
- advice that payments are no longer overdue;
- cheques drawn by you which have been dishonoured more than once;
- in specified circumstances, that in the opinion of the School you have committed a serious credit infringement;
- that credit provided to you by the School has been paid or otherwise discharged.

To assess their application for personal credit "The Parents" agree, as required by Section 18L(4) of the Act, to the School obtaining a report about their commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

The Parents agree, as required by Section 18N(1)(b) of the Act, for the School to seek from and give to any previous School, and credit providers named in a credit report issued by a credit reporting agency, information about their arrangements.

Parent/Guardian Signature \_

The Parents understand that this information may include any information about their credit worthiness, credit standing, credit history or credit capacity which credit providers are allowed to give or receive from each other under the Act. "The Parents" understand the information may be used for the following purposes:

- to assess the application by them for credit;
- to notify other credit providers of a default by them;
- to exchange information with other credit providers as to the status of this loan/credit application;
- where "The Parents" are in default with other credit providers;
- to assess their credit worthiness.

At least two terms' notice in writing is required to be given before the Student is removed from the School or the withdrawal fee is payable in lieu of the required notice.

#### 12. TERMS AND FEES SUBJECT TO CHANGE

The Schedule of Fees and other charges are subject to change by the School Board from time to time. As far as practicable, maximum notice of changes will be provided to the families of the School.

#### **13. CHANGE OF ADDRESS**

Please ensure that you immediately notify the School in writing in the event of any changes to your business or residential address and/or contact telephone numbers.

# The Parents/Guardians, the undersigned, have read and agree to the content of the above Enrolment Agreement:

Each parent or guardian signing this Agreement in respect of the Student acknowledges that he or she is jointly and severally liable to the School for payment of the fees irrespective of the person or persons to whom the account may be addressed or handed, or by whom accounts are or have been paid. Any parent or guardian must give two term's notice that he or she is to be no longer bound by this Agreement. Such notice can only be given in writing and must be addressed to the Principal ("the Notice"). Such parent or guardian will remain liable for all fees incurred in relation to the Student for two terms after the Principal receives the Notice.

Each Parent signing the Agreement acknowledges his/her obligation to immediately notify the School in the event of any changes to any of the information which they have provided to the School. For the purpose of this Agreement, the singular will be deemed to include the plural and vice versa.

Enrolment Agreem	ent for the above na	med Student	
Dated this	day of		20
Signature of Paren	t / Guardian 1		
Signature of Paren	t / Guardian 2		
Accepted this da	y on behalf of Mel	bourne Montessori Scho	ool Limited
Dated this	day of		20
Principal, Melbourr	ne Montessori School		
This Enrolm	ent Agreement req	uires the signature of a	II parties named as

This Agreement is not effective until accepted by the Principal of Melbourne Montessori School Limited and must be returned with the Acceptance Fee within two weeks of the letter of offer.

Parent/s or Guardians.