Winifred West Schools Ltd (ABN 14 000 025 267)
PO Box 34 Mittagong NSW 2575
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www.frensham.nsw.edu.au

TERMS AND CONDITIONS OF ENROLMENT

Frensham Schools (Frensham) includes Frensham Junior School and Frensham.

A School founded on Christian Principles

1. I/We recognise that Frensham is a non-denominational school founded on Christian principles of service and generosity, which seeks to teach its students kindness and the qualities of leadership, and where students are encouraged to make a real difference in the world and pursue their goals with confidence.
2. I/We agree to work in partnership with and to actively support Frensham Schools in fulfilling these purposes and I/we will encourage the student to do the same.

A Safe School

3. Recognising that Frensham Schools is committed to the safety and wellbeing of all its students, I/we agree to support Frensham Schools in its efforts to provide a safe school environment that supports student wellbeing and effective learning.
4. I/We agree that all communication between students, parents, visitors and staff members should be conducted in a courteous and respectful manner.
5. I/We agree to avoid confrontation and criticism in public and accept that there is no place in the Frensham Schools community for sarcasm, derogatory remarks, inappropriate familiarity or offensive comments.
6. I/We agree to support the values and to abide by the rules and expectations of Frensham Schools as set out in the appropriate publications, as published from time to time at the discretion of the Head of Frensham Schools (Head). I/We note that the student must do the same and I/we agree to encourage the student in this. In particular, I/we have noted Frensham Schools' requirements in relation to discipline, home/independent study, uniform, attendance, a safe learning and working environment and leave.
7. I/We understand that Frensham Schools requires parents and others to observe school security procedures for the protection of students from direct contact with these outside Frensham Schools during school hours.
8. I/We understand that the Head may exclude me/us from entering the school premises or from participating in school activities, recognising that the Head would normally only do this if I/we were in breach of these conditions or otherwise behaving in a way that put at risk members of the Frensham Schools community, including students, parents and staff, or school property.

Participation

9. I/We accept that Frensham Schools may determine which particular classes, courses and activities are offered and/or provided at any time and which of these classes, courses and activities are compulsory. All students must participate in and/or attend the following activities, which may involve weekend and evening activities, as determined by the Head:
   a) Assemblies and Morning Prayers.
   b) Mandatory classes.
   c) Co-curricular activities.
   d) The sports programme.
   e) Important annual events such as Final Prayers/Carol Service and other events as required by the Head, from time to time;
   f) Various camps and excursions that occur from time to time as an integral part of the Frensham Schools curriculum.
10. I/We understand that requests for leave from school activities, including academic and co-curricular programs, and for early departure at the end of a term and/or late return from breaks are considered only in the most extreme cases. Such requests must be in writing to the Head.
11. I/We understand that Frensham Schools requires parents/carers to be actively involved in Frensham Schools through attendance at parent-teacher interviews, parent information evenings and parent forums, participation in courses offered by Frensham Schools relevant to the student's education, and assistance to Frensham Schools in a voluntary capacity from time to time.
12. I/We note that Frensham Schools encourages my/our feedback, particularly in relation to the student's progress, to facilitate Frensham Schools and the student's family working together for the benefit of the student. I/We agree that our communications with Frensham Schools and its staff will always be in accordance with the procedures determined by the Head from time to time. In particular, I/we agree to deal with any issues I/we have concerning the student or with staff in accordance with those procedures, noting that this normally means:
    a) consulting the relevant staff member;
    b) then, if no satisfactory resolution is reached with that staff member, consulting the Head; and
    c) finally, if still no satisfactory resolution is reached, referring the issue to the Board of Governors, and accepting its determination.

    I/We agree to keep all discussions in this process confidential.

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Health

13. I/We promise that I/we have fully disclosed any special needs of the student (including but not limited to any medical, physical, learning or psychological needs). Where any disclosed special needs change or where any special needs arise, I/we agree to notify Frensham Schools immediately. I/We also agree to complete the student's medical form accurately and provide annual updates.

14. If the student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and if I/we are not readily available to authorise such treatment, I/we authorise the Head or, in the Head's absence, a responsible member of the Frensham Schools staff, to give the necessary authority for such treatment.

Privacy

15. I/We acknowledge that Frensham Schools may from time to time collect personal information about parents and students which is necessary for its function or activities. I/We authorise Frensham Schools to use and disclose such information in such manner as the Head thinks fit for the purposes of the student's education, health, care, welfare or development. I/We have read Frensham's Privacy Policy and Standard Collection Notice as found on the Frensham website. I/We give permission for images of the student to be placed in Frensham's records and displayed from time to time around Frensham.

16. I/We agree to advise the Head immediately of any changed family circumstance that may affect the student's emotional, physical or social wellbeing. I/We also agree to provide to Frensham Schools all current and future court orders (if any) relating to me/us and the student. I/We note that Frensham Schools' Privacy Policy deals with the confidentiality of such information. I/We understand that Frensham Schools is not responsible for the enforcement of any such orders and agree that I/we must comply with them.

17. I/We agree to Frensham Schools sending communications (such as newsletters and school reports) to me/us and any parent of the student.

18. I/We note that the student has been enrolled at Frensham Schools in the name indicated on the Application for Enrolment which is identical with the name on the student's Birth Certificate. I/We understand that Frensham Schools will only change the name on its records upon receipt of a court order or other statutory document authorising this.

19. I/We acknowledge that the Head (or the Head's nominee) may search the student's bag, locker, mobile phone and electronic devices or other possessions where there are reasonable grounds to do so. The Head may also carry out camera surveillance and computer surveillance which includes using software or equipment to monitor the use of computers, the sending or receiving of emails, the accessing of websites and the use of social media.

What we must pay

20. I/We agree to pay to Frensham Schools all fees and charges for tuition, boarding, extra subjects, excursions, camps and the supply of goods and services to the student as determined by the Frensham Schools Board of Governors and as published in the Fee Schedule from time to time. We understand that, by agreeing 'jointly and severally' to pay all fees and charges, both of us are responsible to pay such fees and charges. We further understand that this means that, if one of us fails to pay the fees and charges, the other one of us is fully responsible to pay the fees and charges, irrespective of any arrangement between us or with another person (for example, another family member) as to who is to pay. We accept that Frensham Schools will not enter into disputes arising from disagreements between us over responsibility for paying the fees and charges.

21. All tuition and boarding fees are based on a four-term year, except for Year 12 which is based on three instalments per year and charged at the beginning of each term. Fees must be paid by 5:00 pm on the first day of term.

22. I/We agree to notify the Business Manager or the Head if I/we are experiencing temporary hardship and wish to pay fees by instalments, noting that, if I/we do not notify the Business Manager or the Head and the special payment terms are not approved by the Board of Governors, the fees are due at the beginning of each term.

23. If I/we fail to pay an account for fees and/or charges within 14 days of its due date, I/we agree I/we will be liable to pay a default charge determined by the School which reflects (among other things) the administrative and financial cost to the School in collecting the outstanding Fees and Charges.

24. If an account for fees and/or charges is not paid in full by the end of the term in which they are due, the student's enrolment may be suspended and Frensham Schools may subsequently without further notice terminate the student's enrolment or refuse entry to the student and require that future fees be paid in advance, before allowing the student to return to school.

25. The School may take all actions it considers appropriate to collect amounts owed to the School.

26. I/We agree to reimburse the School for all liability, loss, costs and expenses (including, without limitation, legal fees and debt recovery agents) in connection with any failure to pay the Fees and Charges.

27. I/We understand that no remission of fees, either in whole or in part, will be made if the student is absent due to illness, leave or suspension, or if the education provided by Frensham is delivered, in part or whole, by online or remote learning.

Frensham SCHOOLS

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28. I/We authorise Frensham Schools to purchase on my/our behalf such items (for example, books, software, stationery and equipment) as Frensham Schools considers necessary, and to recover the cost from me/us.

29. I/We agree to pay all medical and ambulance expenses incurred on behalf of the student.

30. I/We acknowledge that the student's personal property is not insured by Frensham Schools, which does not accept any responsibility for loss of, or damage to, personal property.

Ending enrolment

31. I/We understand that our acceptance of Frensham's offer of a place for the student implies that the student will complete the student's schooling at Frensham and, where enrolled as a full or weekly boarder, as a full or weekly boarder unless unforeseen circumstances arise. Where the student is a full or weekly boarder, I/we acknowledge that any request for a change to day boarder status must be in writing at least one term before the change is to occur and that approval is at the Head's discretion.

32. I/We acknowledge that, where the student is a full boarder and we request that the student change to weekly boarder status, we must give notice to the Head in writing at least one half term before the change is to occur.

33. I/We agree that, where the student is a full or weekly boarder in Year 12 and our request that the student change to day boarder status is approved by the Head, I/we will still be charged the full or weekly boarding fee for the remainder of the year. This is because Frensham is unlikely to be able to find another student to fill the vacancy to avoid the loss it will suffer due to the change.

34. I/We accept that, if we wish to withdraw the student thereby ending the student's enrolment, I/we must give a full term's notice in writing to the Head. The notice must be given no later than one week prior to the end of the preceding term. If this notice is not given, I/we agree to pay a term's fees plus any applicable GST. This amount is a genuine pre-estimate by Frensham of the loss that it would suffer because I/we have not given the required notice.

35. I/We agree that the Head may, by giving me/us three months' written notice:
    a) end the student's enrolment if the Head considers that a mutually beneficial relationship of trust and cooperation between me/us and Frensham Schools has broken down to the extent that it adversely impacts on that relationship; or
    b) end the student's enrolment at the end of an academic school year where the student has, in the Head's opinion, failed to meet the requirements of the New South Wales Education Standards Authority or has otherwise failed to make satisfactory progress in the student's academic work.

36. I/We agree that the Head may end the student's enrolment if:
    a) I/we have provided, or do provide to Frensham Schools before or after my/our acceptance of Frensham Schools' offer of a place for the student, information which is materially incomplete, incorrect or misleading; or
    b) I/we fail to comply with any of these conditions.

37. I/We agree that the Head may, subject to affording the student procedural fairness, suspend or dismiss the student for breaches of rules or ill-discipline even if the offending conduct takes place away from school premises or outside normal school hours.

General

38. I/We agree that Frensham Schools may send notices and fee accounts to me/us at our email address last notified to Frensham Schools.

39. I/We agree that Frensham Schools may change these Conditions provided it gives us at least two terms' notice and that the new Conditions take effect from the beginning of a calendar year.

40. I/We agree to tell Frensham Schools about anything that could affect the student's ability to participate in the Frensham Schools' program or activities and of any change in my/our contact details or where or with whom the student is living.

41. We acknowledge that both of us are to be involved in decision-making about the student's education (unless a court has indicated otherwise). We agree to work together, and with Frensham Schools, in making decisions about the student's education that are in the student's best interests.

(Where more than one person is signing the enrolment form)

Each of us agrees that our obligations to Frensham Schools, as set out above, are joint and several and, subject to the Conditions, may only be ended by one of us at the end of three months after that one gives notice, in writing, to the Head, of his or her desire to be released from such obligations.