



DAYLESFORD DHARMA SCHOOL ENROLMENT AGREEMENT

Terms of Enrolment 2022

This enrolment agreement sets out the terms and conditions under which students are enrolled at the Daylesford Dharma School (the School) and are current as of January 2022. The completion and signing of the school's enrolment forms and the commencement of a child at the school signifies acceptance of and agreement with these Terms of Enrolment and the payment of fees and charges, and to any other conditions or rules (including those outlined in the Enrolment Policy) which may be implemented by the School Board or its appointed representative, to ensure the orderly conduct of the School. The School reserves the right to change these Terms of Enrolment, and fees and charges from time to time, upon giving parents/carers one term's notice of such variation. The commencement or continued enrolment of their child at the School will signify acceptance by parents/carers of the variation.

The enrolment of a student at the School will continue until either the student graduates from Year 6 at the School, or the enrolment is cancelled in accordance with these Terms of Enrolment. Parents/carers agree that continued enrolment of the student is at the absolute discretion of the Principal, having regard to the best interests of the remainder of the students, staff and the School community.

This agreement binds parents/carers jointly, and each of them individually regardless of the person or persons to whom the School's account may be addressed or handed, or by whom accounts are or have been paid. This liability shall continue regardless of any changes to the relationship between the parents/carers, or any court order as between the parents/carers, or any child support or other arrangements between the parents/carers.

This agreement is entered into in good faith by all parties.

Application for Enrolment

An application for admission does not guarantee a place at the School. An offer of a confirmed place will be made at the discretion of the Principal, in accordance with the School's Enrolment Policy.

Prior to a child enrolling at the Dharma School both parents and the school must feel confident that the child's educational, developmental, physical and social needs will be able to be nurtured and nourished by the school. It is important in applying for enrolment that the school is aware of anything your child may face that relate to the following:



- the intellectual, physical or social development of the student;
- the school's ability to educate the student including, without limitation, any disability, physical or intellectual impairment, mental illness, psychological issue, relevant family circumstances or other issue.

If there is any change to your child in these areas, it is important that school is informed of this in a timely manner, to enable a realistic assessment of the school's capacity to continue to support the child to be conducted.

It is important to note that the school may need to decline or discontinue the enrolment of a student if, in order to participate and derive true benefit from the school's educational program, the student may require special services or facilities that the school is unable to reasonably provide, or that, even after the provision of these the student could not participate or derive substantial benefit from the school's educational program.

In the event that clear and accurate information regarding a child's intellectual, physical or social development is not provided to the school, the child's enrolment may need to be declined or discontinued.

A Services Offered

A.1 The Daylesford Dharma School offers Primary schooling to children from grades Prep to 6.

B Enrolment Fee

B.1 The School requires payment of an enrolment fee which is non-refundable, and non-transferable between year levels or family members (GST free) upon signing of the enrolment forms. Should a student not commence at the School on the agreed start date, the enrolment will be cancelled unless prior arrangements are made with the School.

C Fees and Accounts

C.1 Tuition Fees for students are billed one term in advance.

C.2 A Material Levy and Building Levy is charged each term.

C.3 A pro-rata Tuition Fee and Material and Building Levy shall be charged for a new student entering the School after a term or semester has commenced.

C.4 A Booklist Fee shall be charged at the start of each term. This fee varies by year level.

C.5 A Camps and Excursions fee shall be charged each term. This fee varies by year level.

C.6 Absence from the School during the whole or part of a term does not remove the obligation to make payment of the full term's fees and charges.



C.7 Invoices are payable within 21 days from the date of issue.

C.8 The School will charge an Administration Fee where an account remains unpaid 14 days after the due date. A further Administration Fee will be charged for each period of 30 days thereafter where the account remains unpaid. This charge is a calculation of the losses incurred by the School in managing the outstanding account.

C.9 In the event that any outstanding account is referred to an external debt collection agency it is agreed by the parents/carers that they will reimburse the School for any costs or expenses incurred, including legal costs on an indemnity basis.

C.10 Any agreement or failure by the School not to strictly enforce its terms of payment in relation to amounts owing to the School, or any agreement to defer payment of an amount owing to the School, will not operate as a waiver of the School's rights in relation to such amount.

C.11 Any funds payable to parents/carers by the School will be offset against any outstanding account relating to a departing student at the time of departure.

C.12 Any credit card or direct debit payment which is declined by the bank, for any reason, will attract an Administration Fee.

C.13 The School reserves the right to refuse to readmit a student at the commencement of any term if any amount payable on that student's account remains outstanding.

C.14 All fees and charges are reviewed annually by the School Board, and are published on the School's website.

D Planned Leave of Absence

D.1 All requests for an extended planned leave of absence from the School must be submitted in writing to the Principal for approval at least one full term in advance.

D.2 The School may charge a Holding Fee during the period of absence, which is determined by the Principal.

E Notice of Withdrawal

E.1 One full term's notice is required, in writing to the Principal, before the withdrawal of a student from the School. If the required notice is not given, a Termination Fee equivalent to one full term's Tuition Fees will be payable in lieu. Charging of the Termination Fee is an estimate of the genuine economic loss incurred by the School.

F Medical

F.1 In the event of an accident or illness when it is impractical, or not possible, to communicate with a parent/carer, the Principal or Principal's representative may authorise for the child to receive medical, surgical or other treatment recommended by a qualified medical practitioner.



G Attendance and Participation

G.1 Students returning to the School after term breaks are expected to join their classes on the first day of term. Students are not permitted to leave the School at the end of a term until the recognised closing date, except with prior permission and under special circumstances. All students are expected to attend throughout the academic year.

G.2 Students are required to become active members of the School community and are to behave in a way expected by the staff of the School, and in accordance with the five precepts as detailed in H Ethos. Students are required to participate in the School's Compassionate Citizenship program, school excursions and camps, and the physical education program including swimming and sports.

H Ethos

H.1 In enrolling their child at the School, parents/carers agree to support the Buddhist philosophies, the five precepts of Deep Listening and Loving Speech, Mindful Consumption, Reverence for Life, Generosity and Body Responsibility, and the community activities of the School. The School is non-denominational and welcomes students of all faiths. Enrolment at the School is an agreement to support the ethos of the School with regard to School guidelines, behaviour and expectations at all curricular and co-curricular events.

H.2 Information regarding the Buddhist philosophical approach is published on the School's website.

I Discipline of Students

I.1 Students are required to abide by the five precepts as the guiding principles of the school, and to practice Compassionate Communication (Nonviolent communication).

I.2 Enrolment signifies agreement with the rules, regulations and expectations of the School and intention to abide thereby.

I.3 Parents/carers agree to support the School in its Student Engagement (discipline) Policy. A student's behaviour is required to be at all times lawful, safe for all concerned, considerate of others and a good reflection on the child, their family and the school.

I.4 At the discretion of the Principal, a student who fails to behave in ways as detailed above may be excluded from the School either temporarily or permanently.

I.5 If in the opinion of the Principal it is in the interests of the School that a student should no longer continue at the School, they may notify the parents/carers to that effect, remove the student's name from the School's Register of Enrolments and exclude the child from further attendance. The parents/carers shall be liable for all Tuition Fees and other fees up to the day the student's enrolment is cancelled.

J Parent Conduct



J.1 Parents/carers are required to abide by the five precepts and to practice Compassionate Communication (Nonviolent communication).

J.2 The parents/carers will behave in such a manner that the image of the School is not negatively affected or brought into disrepute and will treat and deal with the School's employees, representatives, other parents/carers and students with respect and consideration.

J.3 If the Principal believes that a mutually beneficial relationship of trust and cooperation between the parents/carers and the School or any of its staff has broken down to the extent that it adversely impacts on their relationship with the School, the Principal may require the parents/carers to remove the student from the School and cancel the enrolment together with any other child or children they have enrolled at the School.

K Communication

K.1 The School publishes a fortnightly E-News newsletter to parents/carers containing important information. This newsletter needs to be read by both parents/carers. Information so communicated is deemed to have been received by parents/carers. It is the responsibility of parents/guardians to ensure that they have read and understand all information in the newsletter.

K.2 The School publishes weekly notices and reminders on the School Compass portal. This information needs to be read by both parents/carers. The information communicated on Compass is deemed to have been received by parents/carers. It is the responsibility of parents/guardians to ensure that they have read and understand all information shared on Compass.

K.3 Parents/carers are responsible for immediately informing the School of any change in their family circumstances or contact details. These changes can be advised to the School electronically via the School's Compass portal, or by emailing the Front Office Manager, or Administration. info@dharmaschool.com.au.

K.3 Unless the School is supplied with a Court Order or written authorisation signed by both parents/carers which provides otherwise, the School will proceed and act on the basis that each of the student's parents/carers has equal rights and responsibilities in relation to the student. The parents/carers represent to the School that they are the sole legal guardians of the student and are authorised to enrol the student at the School. If this situation changes, the parents/carers will immediately advise the School of the change. Parents/carers indemnify the School against any legal liability which may ensue from a misrepresentation under, or any breach of this clause by the parents/carers.

L Governing Law

L.1 The laws of the state of Victoria apply and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.



M Photography

M.1 The School will take photos of students undertaking various school related activities. Consent for use of photos will be obtained through the School's enrolment form.

M.2 Unless parents have specified otherwise, the school may publish a photo externally, including but not limited to the School's website, publications and social media.

N Your Information and Privacy

N.1 Parents/carers acknowledge and consent to the provisions of the School's Privacy Policy, available on the School's website.