

# Business Notice and General Regulations

Updated August 2025

## Purpose

These Business Regulations form the basis of an ongoing relationship between Brighton Grammar School (BGS or the School) and the signatories to the BGS Enrolment Agreement (Parent(s)).

## Policy Application

This policy applies to all Students enrolled at BGS, inclusive of domestic and international students.

## Behavioural Commitments

The Parent(s) are expected to uphold the School's core values and strictly adhere to the School's policies and procedures as required. Behavioural expectations are outlined in the Parent Code of Conduct expressly noted in the BGS Enrolment Agreement. In addition, the Parent(s) are expected to be aware of the suite of policies published on the BGS website [HERE](#), which may be updated from time to time. These include but are not limited to our Privacy Policy, Attendance Policy and Concussion Management Policy. Continued enrolment of the Student acts as implied acceptance of these policies.

The Student will also be required to accept policies upon their commencement at the School. These include but are not limited to the Student Code of Conduct, Student Anti-Bullying Policy and Responsible Use of ICT Policy. It is a condition of enrolment that the Student accept and act in accordance with these policies. Failure to do so may lead to disciplinary action and may jeopardise the Student's ongoing enrolment at the School.

## The School's Services

### Educational Services

The School commits to the provision of educational services (the Services). The School will provide for the benefit of the Student such of the Services it considers appropriate in accordance with its curriculum and as it may determine from time to time.

The School will publish the Services it offers from time to time. The course offerings, including curricular and co-curricular courses and programs will be determined by the School in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods and processes and other services affecting its students.

The School does not guarantee or represent any particular or specific student outcome or level of achievement for a student in relation to any of its Services.

The Headmaster decides on the curriculum throughout the School and the subjects offered at each year level. There is no warranty that subjects offered in one year will be available in another year. The School may cease offering any subject at its sole discretion.

### Mode of Learning

Mandated changes to the mode of learning will not change the enrolment terms and conditions.

The School may require students to move to school-based, remote or online learning arrangements on a temporary basis including learning from home, if the School considers it necessary or appropriate to do so. This may be due to concerns about student or public health and safety, as a result of a public health order or declared state of emergency.

## Extra-Curricular Activities

The School reserves the right to amend the co-curricular activities on offer at the School, and to set and/or amend participation restrictions.

The School reserves the right not to allow the Student to participate in optional excursions and activities should there be safety concerns associated in their doing so, for which reasonable adjustments cannot be made.

## Attendance

Student Attendance expectations are outlined in the Student Attendance Policy available on the BGS website. In addition, the below should be noted.

Except with the express permission of the Headmaster or Head of School:

- Students returning to School must join their classes on the date for resuming;
- Students are not permitted to leave School at the end of a term until the announced closing time.

Where the Student is late for school or is absent:

- The School must be notified by 9.00am
- The School is to be advised in writing of the reasons for the lateness or absence.

Where absences are for reasons other than illness, there must be a prior written request to the Head of School.

No Student is allowed to enter the School from a household where there could be an infectious disease or a reasonable expectation that an infectious disease is present without giving the School prior notice and upon production of a doctor's certificate stating that there is no longer a risk of infection to others.

Students are expected to participate fully in School life, including sport and other organised outdoor activities such as camps and excursions, both on School grounds and beyond. This includes practice for School sport.

Students are also expected to attend functions when required, including practice times when applicable. All students must attend compulsory School camps as requested unless specifically excused by the Head of School on medical grounds.

## Student and Family Information

The Parent(s) are responsible for the ongoing currency and accuracy of Student and family information held by the School, including medical details and emergency contact information. The Parent(s) may update family and Student information via the School's portal or, if unavailable, in writing as and when the information changes.

### Medical Information

The Parent(s) will advise the School of the Student's medical history and medical needs from time to time that are relevant to the Student's attendance at School and involvement in School activities, including any significant illness, allergy or disability suffered or developed by a student while enrolled, and will keep the School informed of all updated information on a timely basis.

The School must be informed in a timely manner of the Student's medical needs. This includes but is not limited to changes due to significant illness, accident or disability suffered or developed by the Student during his enrolment, whether it be during a School activity or otherwise. For the avoidance of doubt, this expressly includes head knocks, in line with the School's Concussion Policy available on the BGS website.

### Learning Support Requirements

The Parent(s) will inform the School prior to accepting an offer of enrolment and at all times thereafter of any disability or specific learning or behavioural needs that the Student may have or develop and of which the School should be aware, in order to fulfil its duty to make reasonable adjustments.

The School does not commit that the reasonable adjustments that can be made, will meet the needs of the Student. In these circumstances, the ongoing enrolment of the Student may be unsafe and / or untenable.

If accurate and complete information about any learning support requirements of the Student is not provided and / or if the Parent(s) refuse to cooperate with or support the School to implement any reasonable adjustments considered necessary for the

Student, the School may terminate the Student's enrolment at the discretion of the Headmaster.

## Court Orders and Family Law Matters

The Parent(s) must provide and disclose to the School, in a timely manner, copies of any family court or other court orders (including intervention or personal safety orders) that apply to or impact or relate to the Student and of which the School should be made aware. This includes orders concerning the Parent(s) or persons with whom the Student lives and the rights of the Parent(s) in relation to decisions concerning the Student's education and day to day issues.

In addition to court orders, the Parent(s) must inform the School about any family law matter broadly, including but not limited to updates to living arrangements, parenting plans, and all lawyer correspondence.

The Parent(s) must at all times act in accordance with any relevant court orders in their dealings with the School.

## Tuition fees and charges

### Payment of Fees

Tuition fees and other charges are fixed by the School Council and may be changed from time to time at its sole discretion. Notice of not less than one term will be provided of any changes.

The Schedule of Fees is reviewed by the School every year. Any changes will be communicated through the express communication of an updated Schedule of Fees, which will also be published on the BGS website.

Fees for local students are for four complete terms per year and are invoiced one term in advance. Fees for international students are for two complete semesters per year and are invoiced at the start of each semester.

A consolidated fee is charged and payable at each invoice date to cover compulsory year-level activities.

The Parent(s) who sign the BGS Enrolment Agreement, are jointly and severally liable for the payment of all fees due to the School in respect of the enrolment of

the Student. They remain jointly and severally liable irrespective of any other arrangements that may be reached between them, legally binding or otherwise and irrespective of any change in their relationship with each other.

The published due dates in the fee schedule are the only payment options offered by the School. Normal payment terms are 14 days from the date of the billing, as noted on the invoice.

Fees are not transferable, refundable or able to be deferred to a future year level.

No discounts or concessions will be granted for any intentional or planned absences during the year. This includes, but is not limited to, holidays that extend beyond the gazetted school holidays and public holidays, external activities that involve extended absences from the School and student exchange programs.

Enrolments outside of the normal offer period will be subject to payment within two business days, as noted on the invoice. Failure to make payment within this timeframe may result in the place being offered to another student.

The School may, at its discretion, offer a discount to pay annual fees in advance, within the Term 1 payment terms.

A proportion of the School's funding may be used to fund some or all of the Peter Tom's Early Learning Centre's operation.

These conditions must be read in conjunction with the International Students Refund Policy, International Students Handbook and Written Agreement.

### Late Fees and Overdue Accounts

Accounts not paid by the due date specified on the invoice will attract an administration fee of \$100 per month, being a calculation of the losses incurred by the School in managing the outstanding account. The School is not responsible for any delays in receiving payment (including banking, portal failures, postal delays or lost mail).

In case of fee default the School reserves the right to engage mercantile agents or legal services and claim associated costs of recovery.

Non-payment of fees and charges may result in the withdrawal of any scholarships or concessions until all outstanding amounts are paid in full. The scholarship benefit or concessions may be reinstated at the discretion of the Headmaster from the date payment is received.

Non-payment of fees and charges may also result in the Student's tuition being suspended or academic records being withheld until payment is made in full, at the discretion of the Headmaster. Prolonged non-payment of fees in line within the agreed due dates may result in the Student and any siblings being removed from the School.

### Sibling Discounts

The sibling discount is applied at a flat rate of 10% of tuition fees for each additional child who attends BGS

Firbank Grammar 5% of tuition fees, upon receipt and acceptance of a written application.

Any sibling discount granted is not retrospective and only applies so long as all fees are paid by the due dates or in accordance with an agreed payment schedule. Failure to pay fees by the due date on more than one occasion will result in permanent removal of the sibling discount.

These discounts are not available to Parent(s) who receive other financial benefits from the School (e.g. scholarship recipients). For the concession to be applied, all Students must be billed under the same account.

### Scholarships

For information on scholarships, refer to the Admissions Coordinator on +61 3 8591 2202 or email [admissions@brightongrammar.vic.edu.au](mailto:admissions@brightongrammar.vic.edu.au).

### Continued Enrolment and Student Withdrawal

Once enrolled, the Student is by default enrolled in the School from year to year,

It is assumed the Parent(s) accept any changes to the noted documents and agree to the adherence of the School's policies by virtue of the Student's continued enrolment.

The Parent(s) are required to give the Headmaster or Head of School at least one term's notice in writing prior to the permanent withdrawal of the Student; that is to say, notice must be received before the commencement of the subsequent term, in order that only that term's fees are payable. If the required notice is not received, a fee equivalent to one term's tuition fees is payable where the School suffers a loss as a result of the late withdrawal.

For example: if notice is received from the Parent(s) after the first day of Term 4 to terminate an enrolment, the Parent(s) will be liable to pay Term 1 fees the following year.

If the Student is withdrawn from the School, all outstanding fees and charges become immediately due and payable. There will be no reduction or remission of fees for the remaining portion of any term.

If the Student is participating in the laptop leasing program, any unpaid future instalments will be immediately due and payable upon withdrawal.

### Student Removal, Suspension and Sanctions

#### Removal

The Student may be removed from the School at the discretion of the Headmaster as a result of, including but not limited to:

- Unacceptable academic performance;
- Disciplinary reasons;
- Unacceptable attendance at school, classes or required co-curricular activities;
- failure to meet Commonwealth Government requirements or visa requirements applicable to overseas students
- Failure by the Student to adhere to School policies and procedures or rules and regulations (as introduced, varied or amended from time to time);.

- Failure by the Parent(s) to adhere to School policies and procedures or rules and regulations (as introduced, varied or amended from time to time), inclusive of any behavioural expectations;
- Failure by the Parent(s) to pay fees in line within the agreed due dates;
- A breakdown in a mutually beneficial relationship of trust and cooperation between the Parent(s) and the School or any of its staff, such that it adversely impacts on the ability of the School to provide a meaningful education to the Student;
- Circumstances existing whereby the ongoing enrolment of the Student is considered by the School to be untenable or is not in the best interests of the Student or the School.

If the Student is removed in any of the circumstances described above, a pro-rata refund of tuition fees, less one term's fees due to lack of notice, will be applied. Removal of the Student will terminate the BGS Enrolment Agreement.

## Suspension

The Headmaster or his delegates may suspend any Student whom the Headmaster believes is guilty of breaking the general regulations, School rules, policies or any standing instructions, procedures or any law.

Where the Student is suspended, all fees remain payable throughout their suspension, and the BGS Enrolment Agreement remains in operation.

## Sanctions

The Student may be sanctioned for any of the reasons noted above and prevented from participating in activities inclusive of but not limited to excursions and co-curricular activities.

Where the Student is subject to sanctions, all fees remain payable, and the BGS Enrolment Agreement remains in operation.

For the avoidance of doubt, corporal punishment is not permitted at the School.

## Indemnity, Insurance and Liability

### Authority of Indemnity

In the event of the Student suffering any injury or sickness, the School is authorised to take such action as it deems fit to obtain medical and/or hospital care and attention, inclusive of any transportation to a medical or other emergency facility.

The Parent(s) will indemnify the School against all costs, claims, actions and demands made against the School, its servants and agents incidental to that care and attention.

There are occasions during the course of the Student's enrolment at the School where they will participate in activities onsite, or be required to leave the School campus. The Parent(s) consent to such activities, including but not limited to the use of indoor and outdoor playgrounds and swimming pools, and to associated travel arrangements.

### Insurance

The School carries insurance for accidental death and bodily injury to full-time Students while engaged in School or organised sporting activities.

For further information, contact the School at [bgsaccounts@brightongrammar.vic.edu.au](mailto:bgsaccounts@brightongrammar.vic.edu.au).

Please be aware that any portion of an expense covered by Medicare, including the Medicare gap, is not eligible for reimbursement under our insurance. The Health Insurance Act 1973 (Cth) strictly prohibits any general insurer from covering any item that is listed on the Medicare Benefits Schedule. The School will not provide reimbursement for the gap in Medical General Practitioner or similar fees.

### Liability

Brighton Grammar School will not be liable for any loss, damage or theft, howsoever occasioned, of any personal property that belongs to the Parent(s) or the Student or any property otherwise in their possession, that is brought to School or to any School function or activity, whether or not held on the School's premises or premises occupied by it.

The School does not insure the personal property of the Student or the Parent(s) which is brought to the School

or to School-related activities. It is the responsibility of the Parent(s) to arrange such insurance as the Parent(s) considers appropriate.

Despite the School's strict data privacy measures, students may unknowingly engage with third-party apps or systems using AI and data collection methods beyond our control.

## **Provision and Use of Personal Information and Imagery**

### **Privacy Policy**

The Parent(s) will keep the School informed at all times of their current contact details, including email addresses. The Parent(s) consent to the use of these contact details and other personal information to the extent necessary to enable the School to administer and undertake its functions and to facilitate timely communication between the School, any parent associations or representatives, and the Parent(s).

Further details on the use of information held by the School can be found in the Privacy Policy available on the BGS website.

### **Photography and Videos**

The Student may be photographed, filmed or recorded during School-related activities, including musical, sporting or theatrical performances. Consent for use of photographs and recordings to be used internally will be sought from the Parent(s) annually. The School will seek consent prior to publishing a photograph or recording externally, including but not limited to on the BGS website and promotional materials.

Further details on the use of the Student's image are covered in the Photography and Video Policy available on the BGS website.

## **Australian Consumer Law**

Nothing herein 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.

## **General Matters**

The Enrolment Agreement is governed by the laws of Victoria and is subject to the jurisdictions of the courts of that State.

The School will not be liable to the Parent(s) for any indirect or consequential loss or any loss of profit suffered by the Parent(s) arising out of a breach by the School of the BGS Enrolment Agreement.