

# 2022 Business Notice Terms and Conditions



# **Business Notice**

This Business Notice sets out the terms and conditions under which students are enrolled at Pulteney Grammar School. The Business Notice is current as at October 2021, but the School retains the right to alter the terms and conditions from time to time to meet changing circumstances. The Business Director will be pleased to discuss any queries with parents or guardians.

#### I. ENROLMENT

- 1.1 Parents/guardians are subject to the terms and conditions of this Business Notice in good faith. Parents/guardians must, at the time of being invited to attend an interview, advise the School of any matters that pertain to the educational, physical or psychological development of their child, as this information is of significant importance in permitting the School to assess the child's needs.
- 1.2 When an Application for Enrolment form is lodged, a nonrefundable Application Fee of \$100 is payable to the School. The School will acknowledge receipt of the application in writing.
- **1.3** Prior to the year of entry, waitlists are activated where places are available and information including school reports are requested. An interview with a senior member of staff is arranged at which the parents/guardians and prospective student attend.

A formal offer of a place in the School may then be made, and a Confirmation of Enrolment Fee of \$750 is immediately payable to accept a place.

Upon return of a Confirmation of Enrolment Form signed by each parent or guardian, completion of other enrolment procedures, and receipt of the applicable Confirmation of Enrolment Fee, the School provides formal confirmation of a place.

#### In the event that:

an enrolment is withdrawn prior to commencing, the \$750 portion of the Confirmation of Enrolment Fee is non-refundable and non-transferable.

**1.4** Enrolment is at the discretion of the School, as is the level of entry to the School. The School does not provide reasons when declining an enrolment application.

#### 2. TUITION FEES AND CHARGES

- 2.1 Fee setting The Board of Governors may vary tuition fees and other fees and charges from time to time at its sole discretion. Parents/guardians will be notified in advance, either electronically or in writing, of any such variation.
- **2.2 Payment terms** All additional fees and charges (including music tuition and other elective activities) are payable within 14 days of an account being rendered. Payments will be offset against the oldest balance first and then applied in order starting with the student enrolled in the highest year level. Accounts for any additional fees may be rendered from time to time during the course of the year.
  - ELC and OSHC session fees are provided fortnightly to families and are payable weekly by direct debit.
  - Annual tuition fees are payable in full by Friday 4 February 2022 in order to receive the advance payment rebate (see Clause 2.7).

- Term tuition fees are payable in four instalments, each due the day before the start of each term.
- Monthly tuition fees may be paid in ten monthly instalments between February and November on the 18th of each month. This is the default billing and payment option for new families.

Selection of preferred billing and payment options needs to be made by logging in to the Community Portal via the School website. Options are available under Payment Plans and can be elected before the start of each new school year.

Changes to the election of payment option are not able to be made after the first instalment of the year has been run.

2.3 Payment methods - Fee payments can be made online (Visa, MasterCard and Amex only), by phone (Visa, MasterCard and Amex only), via BPAY (Visa, MasterCard, bank, credit union or building society cheque and savings accounts) or a bank cheque in Australian Dollars made payable to Pulteney Grammar School. Deposits can be made to the School's bank account (BSB: 065000 Account: 10551835). EFTPOS facilities are available at the Reception office in Allan Wheaton House.

The School does not accept cash payments.

A Direct Debit/Credit Card payment option is available online by logging in to the Community Portal via the School website. Please note that arrangements in place in 2021 will roll over to the new year.

Please note that the School biller code and your BPAY Reference Number appear at the bottom of your fee statement.

2.4 ELC fees & concessions - for families wishing to claim the Child Care Subsidy (CCS), details of parent and child Centrelink Customer Reference Number (CRN) and date of birth details are required to be provided to the Manager Early Childhood Education & Care to ensure that the CCS can be received if eligible.

The ELC Handbook, available on the Pulteney website provides additional information regarding fees and rebates available.

- **2.5 Concessions and discounts** Except in the case of the 2.5% discount for the lump sum payment of full year's fees outlined in 2.7 below, only one concession or discount is applicable to any individual student and in that event only the greater concession or discount will apply.
- **2.6 Siblings discounts** For families with more than one child attending in Reception to Year 12 at the same time, a sibling rebate is applied to your account.

The discount that applies is tabled below:

2 <sup>nd</sup> Child (1 <sup>st</sup> Sibling)	10%
3 <sup>rd</sup> Child (2 <sup>nd</sup> Sibling)	20%
4 <sup>th</sup> Child (3 <sup>rd</sup> Sibling)	30%
5 <sup>th</sup> Child (4 <sup>th</sup> Sibling)	40%
6 <sup>th</sup> Child (5 <sup>th</sup> Sibling)	On Request

**2.7** Advance payment & lump sum payments - Advance payment of the total annual tuition fee for Reception to Year 12 students attracts a rebate of 2.5%. This is the only rebate that can apply simultaneously with other rebates and discounts. The total fee is required to be paid by the end of the first week of Term 1, 4 February 2022.

For further information contact the Business Director on 08 8216 5555.

For advance and lump sum payments of 2 years or more, enquires regarding applicable discounts for tuition fees should be directed to the Finance Office. (Not applicable to Early Learning Centre or bursary arrangements).

- **2.8 New students** For new students entering the School for the first time, but after a Term has commenced, a pro-rata charge for tuition fees and consolidated charges is made.
- 2.9 Payment difficulties enquiries should be directed to the Business Director
- 2.10 Overdue accounts The School reserves the right to charge interest on overdue accounts. The School is not responsible for any delays in receiving your payment (including banking delays, postal delays or lost mail). The School further reserves the right to on-charge enforcement expenses incurred by the School in the collection process for outstanding accounts, including without limitation any legal costs on an indemnity basis incurred as a result of engaging an external debt collection agency or law firm.

Where payment has not been made in line with the School's payment terms, and in the absence of any prior arrangements for payment having been made, a late payment fee of \$93.50 per term or \$38.00 per month will be levied to offset administration costs.

Where you anticipate a problem with the payment of fees in 2022, please contact the Business Director before the commencement of Term so that the matter may be discussed on a confidential basis, and arrangements made for the management of your account.

The School reserves the right to refuse a student permission to register and/or participate in any School events or activities that require additional payments to the School or a third party, while any amount remains outstanding or unpaid to the School in respect of that student or any of their siblings.

The School reserves the right to withdraw any scholarships or concessions while any amount remains outstanding or unpaid to the School in respect of that student or any of their siblings. Any agreement or failure by the School not to strictly enforce any of its terms of payment in relation to amounts owing to the School, or any agreement to defer payment of an unpaid amount to the School, will not operate as a waiver of the School's rights in relation to such amount.

The School maintains the right to suspend a student's enrolment while any fees and charges are outstanding.

In persistent cases of non-payment, or non-adherence to agreed arrangements, the student's enrolment in the School may be withdrawn.

#### 3. OTHER CHARGES

- **3.1 GST** Currently school fees are GST free. Other charges may include a GST component on food provided.
- **3.2 Building fund** The School maintains an active building program, and to enable parents/guardians to contribute to this program there is an opportunity for a voluntary contribution to be made on each instalment's fee billing statement. Donations to the School's Building Fund are tax deductible and a receipt will be forwarded in July each year.

Pulteney relies upon donations and fundraising to maintain, upgrade and further develop school buildings and facilities. The suggested \$150 per Term per family tax-deductible voluntary donation to the Pulteney Building Fund will assist greatly and will be very much appreciated by the whole Pulteney Community.

- **3.3 Optional programs and services** For an additional fee, optional programs and services which are not included in the curriculum may be taken. Incidental charges including, but not limited to, interstate and overseas trips, the Navy Blue Formal, replacement diaries, replacement ID cards, Year 12 Valedictory Dinner, music tuition and unreturned library books will be charged to the Debtor account and are payable within 14 days of the issue of an account being rendered.
- 3.4 Use of funds The school provides learning programs for students from ELC to Year 12 and fees collected or funds raised by the school will be used to support these programs.
- 3.5 Camps Camps are a compulsory component of the curriculum at Pulteney Grammar School and all students in Years 3 to 10 are required to attend camp. Camp fees are included in the total annual fee and there is no concession or refund for students not attending camp.
- **3.6 External courses** Where a student undertakes an external course (VET/TAFE) preapproved by the School, the School will pay fees of up to \$2,000 per course. All enquiries and approvals for external pathways and study options must be directed to the Coordinator of Futures in the first instance.

#### 4. ABSENCES AND WITHDRAWALS

- **4.1 Remote learning** Periods where students are learning from home in accordance with Government guidelines or regulations are not regarded as absences for the purpose of this Business Notice.
- **4.2 Extended absence for illness or injury** The School will provide a pro-rata rebate of tuition fees, with a maximum rebate of one term's fees, if a student is absent through illness or accident for 20 or more consecutive school days, subject to the provision of appropriate medical certificates.
- **4.3 Planned absences** 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 South Australian school and public holidays, external activities that result in extended absences from the School and student exchange programs.

Where the student will be absent for a year or a substantial period of time, such as due to family relocation, the parents/ guardians may make an application to the Principal for a 25% holding fee to be charged in lieu of full tuition fees and consolidated charges for the period of absence. Such application should be made by providing one full term's notice in writing by way of a letter addressed to the Principal and may only be granted at the sole discretion of the Principal. Any holding fee is calculated based on the length of the absence and is non-refundable, non-transferable and not available for offset against any future fees or charges.

4.4 Student withdrawals - One full term's notice in writing by way of an email or a letter addressed to the Principal of the intention to withdraw a student from the School is required, otherwise an amount equal to 12.5% of the annual tuition fee, is payable in lieu thereof. For year-end leavers, this means that notice is required by the end of the Term 3 School holidays.

In addition, a full term's notice in writing, or an amount equal to 12.5% of the relevant annual fee, is required to discontinue any additional activity, special subject or program (e.g. music instrument tuition).

Fee accounts will be reconciled to reflect fees in lieu of notice (if applicable) and the fee payable for the number of weeks enrolled at the School, with the final invoice due for payment prior to the leaving date.

Notice requirements for ELC students are outlined in the ELC Handbook.

**4.5** Removal of a student - The Principal is authorised at any time to refuse to permit a student to continue as a pupil at the School. If, at the discretion of the Principal, it is desirable and in the interest of the School that a student should be removed from the School, the Principal may notify the parents/guardians to that effect, remove the student's name from the School roll and exclude them from further attendance at the School. The parents/guardians will be liable for all tuition fees and other fees and charges up to the day before the student's removal from the School.

#### 5. PULTENEY OLD SCHOLARS' ASSOCIATION

**5.1** All students attending Pulteney Grammar School receive life membership of the Pulteney Old Scholars' Association when they leave the School, unless the parents/guardians of the student, or the student, notify the School in writing prior to the student leaving the School that the student elects to decline life membership of the Association. Details of the Association's activities are available from the School.

#### 6. AUTHORITY, LIABILITY AND INDEMNITY

- **6.1** There are occasions during the course of a student's enrolment at the School where travel to School activities will be arranged through contracted bus services, School vehicles and other modes of transport. A parent/guardian enrolling a child in the School must consent to such travel arrangements.
- **6.2** Parents/guardians agree that, to the full extent permitted by law, the School will not be liable for any injury, illness or accident that may occur while a student is either attending the School or taking part in a School activity and the parents/guardians will indemnify the School against all costs, claims, actions, and demands made against the School, its employees, contractors, servants and agents to the extent that such injury, illness or accident occurs while his/her child is either attending the School or taking part in a School activity.

The School maintains limited insurance cover with respect to student accidents and injuries. This cover does not include any medical expenses which are subject to any full or partial Medicare rebate, or comprise the Medicare Gap.

- **6.3** In the event of a student suffering any injury or illness, the School is authorised to take such action as it deems fit to deal with and/or obtain medical and/or hospital care and attention, and the parents/guardians will indemnify the School against all costs, claims, actions, and demands made against the School, its employees, contractors, servants and agents incidental to that care and attention.
- 6.4 The School, and its employees, agents or representatives, will not be liable for any loss or damage to, or theft of any property or personal effects of a student, or of which a student has in his/ her possession, while attending the School or any School event or activity and the parents/guardians will indemnify the School against all costs, claims, actions, and demands made against the School, its employees, contractors, servants and agents to the extent that any loss, damage, theft of any property or personal effects occurs while his/her child is attending the School or taking part in a School activity.

**6.5 Bullying Indemnity** - The School is aware that bullying is an issue that may arise. The School has strict policies and rules on bullying, and parents should ensure that any allegations regarding bullying are notified to the School without delay. The School excludes all liability for any direct or indirect loss, cost or expense suffered or incurred by a parent or student and arising from the bullying or alleged bullying of a student.

Parents unconditionally release the School from any and all claims arising from the bullying or alleged bullying of the parents' child.

Parents unconditionally indemnify the School and must keep the School indemnified against any and all cost, liability and expense (including legal costs) incurred by the School:

- in defending a claim by the parents and/or their child arising from bullying or alleged bullying of a student; and
- **b.** relating to claims that the parents' child has bullied another student.

### 7. PRIVACY

**7.1** Please refer to the Privacy Policy on the School website: www.pulteney.sa.edu.au.

#### 8. OTHER

- 8.1 Medical The School must be kept up-to-date and informed of a student's medical needs, including any significant illness or disability suffered or developed by the student during his/ her enrolment. The School must be immediately notified of any infectious or contagious illnesses or diseases which are contracted by a student and that student will not be permitted to attend the School, or any School activity, until a medical clearance has been obtained in writing.
- **8.2** Compliance The parents/guardians of each student are provided with or given access to the School's rules, regulations and policies by electronic means in the Parent Portal, as well as physical documents, such as the student diary and various handbooks. The student's continued attendance at the School is contingent upon observance and compliance by both the student and his/her parents/guardians with such rules, regulations and policies, which may be varied from time to time as required. The terms of any rules, regulations and policies adopted by the School are incorporated into this Business Notice.
- 8.3 **Complaints** Please refer to the Complaints Handling Policy on the School website: www.pulteney.sa.edu.au
- **8.4** Joint and several Each signatory to the Confirmation of Enrolment Form agree that they are jointly and severally bound by the terms and conditions of this Business Notice, including but not limited to payment of fees and charges and compliance with School rules, regulations and policies that may be in force at the School from time to time, and that they will continue to be jointly and severally bound notwithstanding any changes to the relationship between them. A parent cannot remove themselves from the enrolment contract without the consent of the other parent and the School. No account or billing will be split on a several basis and legal liability remains in accordance with the enrolment contract.

#### 9. UPDATE YOUR DETAILS

Parents can check contact information such as postal addresses, phone numbers and email addresses that are current in our system by logging in to the Community Portal via the School website.

All families are asked to review the Community Portal and advise of any corrections by Thursday 20 January 2022 to ensure that information is updated in our system for the new school year.

#### **10. UNIFORM SHOP**

Pulteney operates its own uniform shop at 33 Gilles Street and offers a full range of School and sporting uniforms. Opening times are available on the School website. The Uniform Shop can be contacted on 8216 5538 or via pulteneyshop@pulteney.sa.edu.au to arrange uniform selection and fitting.

All new students are required to make an appointment with the Uniform Shop to be fitted. However, online purchases are available for continuing students via the School website.

#### II. OUTSIDE SCHOOL HOURS CARE (OSHC)

After School Care operates from 3.30pm to 6.00pm for all non-ELC children.

Before School Care operates on school days from 7.30am until classes commence.

Vacation Care is also available during the holidays – the holiday program and an application form is available on the Pulteney website. January's programme will operate from 5 January 2022 to 24 January 2023.

For further information, please see the OSHC Handbook which is available on the School website.

All users who are intending to utilise OSHC services must complete the annual application form available on the School website and return electronically by Saturday 8 January 2022.

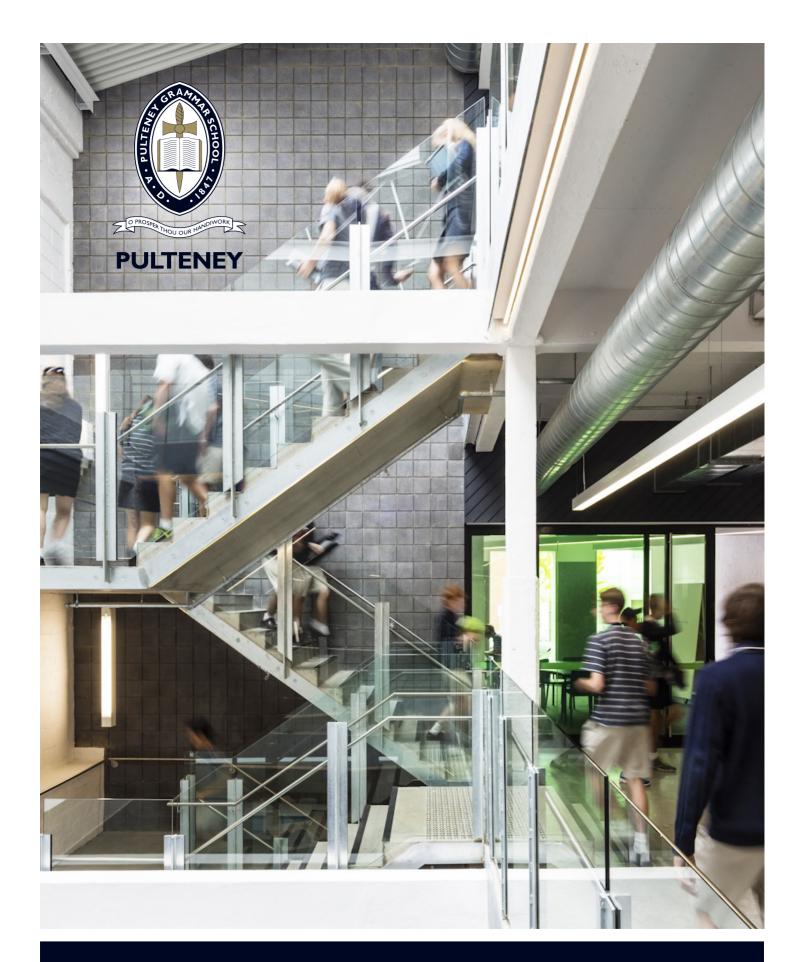
#### **12. TUCK SHOP**

The School Tuck Shop is managed and operated under licence. Online ordering is available via the Qkr! app, with orders closing at 8:30am each day.

#### **I3. BOOK LISTS**

All orders for stationery and text books are online. Information is provided separately for book lists.

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# **ENQUIRIES**

Any enquiries pertaining to the Schedule of Fees for 2022 or Business Notice should be directed to the **Business Director**. Email: fees@pulteney.sa.edu.au or Telephone: (08) 8216 5555

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info@pulteney.sa.edu.au

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