Terms and Conditions of Enrolment

Pilgrim School

Terms and Conditions of Enrolment

Last Review: 2026	**Constructed / Reviewed by:** Pilgrim School on advice from Russell Kennedy Lawyers
Next Review: 2029 (and every three years thereafter in accordance with the School's usual review cycle, or more frequently as required)	**Approval Required:** Principal
	Sign Off Date: 3/09/2026 **Implementation Date:** 3/09/2026

1 Purpose of these Terms and Conditions of Enrolment

1.1 These Terms and Conditions of Enrolment set out the terms upon which a child is enrolled as a student at Pilgrim School (**the School**).

2 Acceptance of Enrolment

2.1 Each parent/caregiver (referred to as **parents** for convenience) who accepts the School's offer of enrolment for a child, also agrees to the terms in these Terms and Conditions of Enrolment for the duration of the child's enrolment (subject to clause 3).

2.2 A parent who causes a child to attend the School for the purpose of receiving educational services is deemed by their conduct to have accepted these Terms and Conditions of Enrolment.

2.3 All parents with parental responsibility for a child must agree to the terms in these Terms and Conditions of Enrolment, unless the School provides written confirmation that it accepts otherwise. The School may request evidence from a parent in support of this arrangement prior to accepting an enrolment by only one parent.

3 Ongoing nature of these Terms and Conditions of Enrolment

3.1 These Terms and Conditions of Enrolment are ongoing, and will remain in place until such time as:

(a) a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Terms and Conditions of Enrolment;

(b) for Foundation students – a child completes Year 6 education at the School, unless the School provides written notice no later than the last day of Term 3 in Foundation that the student's education will not continue for Year 1;

(c) a child completes a Year 6 education at the School.

3.2 The School reserves the right to reasonably amend these Terms and Conditions of Enrolment annually, to address the operational needs of the School. The School will provide advance notice of any amendments by communicating the amendments to the family no later than the third week of Term 3, with the relevant amendments to take effect the next year (and which, for the avoidance of doubt, will not apply retrospectively). A family will accordingly have the option to give notice of withdrawal in accordance with clause 7 before the amendments take effect.

3.3 A parent who agrees to these Terms and Conditions of Enrolment in relation to an enrolled child at the School, also agrees to these Terms and Conditions of Enrolment in relation to each of the parent's children enrolled at the School at that time.

4 Responsibilities of the School

4.1 The School will provide an education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by the School from time to time at its absolute discretion.

4.2 The School will deliver the school curriculum through a range of methods, including the provision of on-campus education and online learning arrangements. The School may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, the School considers it necessary or appropriate to do so. Relevant considerations may include, but are not limited to, concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.

4.3 Parents acknowledge that the School does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.

5 Support for the School

5.1 Each parent:

(a) acknowledges the School's Statement of Faith published on its website, which the School reserves the right to amend from time to time;

(b) agrees to cooperate fully with the School to promote the child's education, including by involving themselves in the life of the School and being responsive to the School's concerns; and

(c) agrees to ensure the child and the child's parents familiarise themselves and comply with the School's codes of conduct, handbooks, directions, policies, procedures, rules and values as published and amended by the School from time to time at its absolute discretion.

5.2 Each parent will do all things reasonably necessary during the enrolment period to ensure the child:

(a) acts in accordance with and supports the School's Christian ethos, reputation and values;

(b) is well-presented, wears the school uniform at all times, and complies with the School's appearance standards;

(c) arrives at school on time, attends all classes and is prepared for study;

(d) completes assessments and performs homework, when asked to do so;

(e) attends school-related activities, camps, excursions and events (collectively, **Co-curricular Activities**);

(f) participates fully (with regard to the child's needs) in all aspects of the life and programs of the School;

(g) cares for all school buildings, furniture, property and equipment;

(h) does not leave the school grounds during school hours, except as authorised by the School from time to time;

(i) does not possess, use, distribute or sell illegal or illicit substances (including tobacco, e-cigarettes, personal vaping devices (regardless of whether they contain nicotine), medication (unless used in accordance with a prescription), drugs or alcohol, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances;

(j) does not pose a risk to their own health and safety, or the health and safety of others; and

(k) complies with the School's codes of conduct, behavioural standards, handbooks, directions, policies, procedures, rules and values as published and amended by the School from time to time at its absolute discretion.

6 School Fees

6.1 The School publishes in advance of each school year a fee schedule setting out:

(a) all tuition fees, and other charges and levies, imposed by the School for that school year (collectively, the **School Fees**) in relation to a student's enrolment at the School, or in relation to certain activities and programs;

(b) due dates for payment (which may be in advance or arrears);

(c) discounts that may be applicable to the School Fees;

(d) payment methods and payment arrangements; and

(e) other relevant matters (including in relation to consequences for non-payment).

6.2 The terms of each fee schedule are at the School's absolute discretion, and subject to change annually. However, the School will not vary those terms retrospectively.

6.3 Where practicable, the School will endeavour to provide parents with notice of the following school year's fee schedule by no later than the end of Term 3 in the preceding school year. This will provide parents with the opportunity to consider whether they accept the following school year's fee schedule or, if not, provide notice of withdrawal before the end of Term 3 in accordance with clause 7.

6.4 Unless otherwise agreed in writing with the Principal or the Business Manager, each parent agrees:

(a) to be jointly and severally liable for the payment of all School Fees imposed by the School during the child's enrolment;

Note - Each parent must agree to be jointly and severally liable, unless the School accepts a Change of Financial Responsibility Form (a copy of which is available from the Business Manager). The School may request evidence from a parent in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability.

(b) to pay all School Fees imposed by the School by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the child's enrolment; and

(c) that School Fees are not ordinarily refundable. However, the Principal may, in their sole discretion, consider, grant or deny a request for a refund by a parent.

6.5 The School's fee schedule is not an exhaustive list of fees, charges and levies that apply during the child's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. Co-curricular Activities), or for goods which the child or the child's parents purchase via the School (e.g. senior jackets), and written details of these will be communicated to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.

6.6 The School operates on a not-for-profit basis, and is reliant on parents meeting their financial commitments if it is to deliver a quality education for students. In the event that any School Fees (or any other fees, charges and levies) imposed by the School are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment then the School may in its absolute direction:

(a) refuse the student and any sibling's participation in Co-curricular Activities;

(b) withhold student reports and other information or documents;

(c) suspend and/or terminate the enrolment of the child and any sibling(s); and/or

(d) commence debt recovery action.

6.7 School Fees continue to apply to all enrolled students without reduction or offset during any period in which the child is enrolled, including without limitation:

(a) any period in which the child is absent from the School;

(b) any period of remote learning; and

(c) any period where a reduced program is agreed.

6.8 Each parent agrees to jointly and severally indemnify the School for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by the School.

6.9 The School may in its sole and absolute discretion charge (and each parent agrees to jointly and severally pay) interest at the rate of 10% p.a. on any amount of School Fees (or any other fees, charges and levies imposed by the School pursuant to these Terms and Conditions of Enrolment) that remain unpaid for 28 days after they fall due for payment.

7 Withdrawal or Termination of Enrolment

7.1 Parents acknowledge that due to the ongoing nature of a child's enrolment, the School commits considerable resources in advance of each school year based on a number of factors including known enrolments and class lists. Accordingly, the School requires reasonable notice of a student's withdrawal from the School, having regard to the administrative, financial, industrial and practical cost and inconvenience that the School needs to manage when a student is withdrawn (even in circumstances where the School operates a student waiting list). In this regard whilst it is generally difficult for the School to fill a vacant place of enrolment at short notice, this difficulty increases the closer a student is withdrawn to the commencement of a new school year.

7.2 In the event that a child's enrolment is withdrawn prior to commencement, the enrolment deposit and advance fee instalment payable in advance will not be refundable

7.3 To withdraw a child's enrolment (whether on a permanent or temporary basis), the child's parents must give at least a full school term's written notice to the Principal and the Registrar. This means that the Principal and Registrar must receive notice in writing from both of the child's parents (unless one parent has legal decision-making capability for the child) by no later than:

(a) where the child has not commenced enrolment: on the first day of the school term immediately prior to the term where the enrolment was scheduled to commence;

(b) where the child will leave the School on the last day of a school term: the first day of that term;

(c) where the child will leave the School prior to the commencement of, or during a term: the first day of the previous school term.

7.4 A child's parents may give 8 weeks' written notice to the Principal and the Registrar that a child's enrolment is being withdrawn (in lieu of a full school term's notice ordinarily required under clause 7.3) where:

(a) such notice is given in the period between the commencement of Term 4 in one school year and prior to the commencement of Term 1 in the subsequent school year;

(b) notice of the subsequent school year's fee schedule has been provided later than the timeframe contemplated in clause 6.3; and

(c) the subsequent school year's fee schedule will result in tuition fees for the relevant year of the child's enrolment increasing by more than 5% when compared to the previous year's tuition fees.

7.5 The School may terminate the child's enrolment and the enrolment of any sibling (with or without notice) where, in the Principal's (or in relation to paragraph (a) below, the Business Manager's) reasonable opinion, any of the following apply:

(a) a parent fails to pay School Fees (or any other fees, charges and levies) imposed by the School by the due date, or in accordance with the payment terms, which apply during the child's enrolment;

(b) a parent otherwise breaches these Terms and Conditions of Enrolment;

(c) the child (or one of the child's parents, or a sibling enrolled at the School) has acted inconsistently with the School's expectations as set out in its codes of conduct, directions, handbooks, policies, procedures, rules or values, or has breached a reasonable direction of the School;

(d) the School is not satisfied it can meet the needs of the child including, for example, because the child is not benefitting from the curriculum, courses or programs provided by the School, or the child is not, in the School's reasonable opinion, school-ready;

(e) the School is not satisfied that there remains sufficient trust and confidence between the School and the child's family for an effective enrolment relationship; or

(f) as otherwise provided for in these Terms and Conditions of Enrolment.

7.6 All outstanding School Fees (and any other fees, charges and levies) imposed by the School, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the child's last day of enrolment.

7.7 In the event of suspension or termination of enrolment under these Terms and Conditions of Enrolment, there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by the School.

8 Change of Details

8.1 Each parent must immediately inform the School of any change in the child's or a parent's postal address, email address, telephone numbers, and/or family circumstances.

8.2 Parents must notify the School immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the School (or which the School may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).

8.3 Parents agree that the School will not be obliged to change the child's name in its internal database and learning management system unless one of the following apply:

(a) Both parents agree in writing (even where only one parents has signed the Terms and Conditions of Enrolment).

(b) The School is provided an Order of the Court which permits the child's name change.

(c) The School believes other special circumstances exist.

9 Communication, Instructions and Emergencies

9.1 Parents acknowledge that the School reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety and welfare, having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.

9.2 Despite clause 9.1:

(a) Any notice given by the School to any one of the child's parents will be deemed to be given to all parents. Notice can be given by email, hand, prepaid post, in the school newsletter, on the school website, or written note via the child.

(b) Similarly, should the School require instruction, authority or direction on any issue concerning the child then the School may act upon the instruction, authority or direction of any one of the child's parents and having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.

(c) The School is entitled to expect that a parent will communicate with the other parent about any communication under this clause 9.

9.3 In the event of any medical or other emergency arising in respect of the child then, should the School consider it impracticable to communicate with the child's parents, each parent authorises the School to act as it considers, in its reasonable opinion, to be the best

interests of the child. Each parent agrees to jointly and severally indemnify the School in respect of any reasonable costs and expenses which the School incurs as a result of the School taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

10 Information about a Child's Needs

10.1 The School is an inclusive school, and will comply with its statutory obligations regarding students with disabilities (including in relation to making reasonable adjustments).

10.2 Notwithstanding such compliance, parents acknowledge that the School is not necessarily able to cater to every prospective student's needs. The School also reserves the right to set and enforce reasonable standards of dress, appearance and behaviour.

10.3 Accordingly, each parent must inform the School of all relevant needs the child has (or has had) which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare of others) and provide to the School all reports, assessments and information in relation to those needs. A child's relevant needs may relate (amongst other things) to allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements, and needs of a medical, psychological, health or dietary nature.

10.4 If a parent fails to inform the School of any relevant needs in relation to the child then the School, in its absolute discretion, may refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under these Terms and Conditions of Enrolment).

10.5 Each parent agrees that they will immediately inform the School should their child develop relevant needs, or should the relevant needs of the child change, either before or during the child's enrolment at the School.

10.6 Where a parent promptly informs the School of their child's relevant needs, or where a child's needs develop or change, then the School will discuss those needs with the child's parents as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. In accordance with its relevant procedures, the School will then assess whether it has the capacity and resources to provide a safe and fulfilling learning environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments.

10.7 If the School subsequently considers, in its reasonable opinion and subject to its legal obligations, that the School cannot meet the relevant needs of the child then:

(a) the School may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or

(b) the child's parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).

11 Discipline

11.1 The School's codes of conduct, directions, handbooks, policies, procedures, rules and values apply to conduct of a student both inside and outside the School, and whether or not the conduct is connected to school activities.

11.2 The School is responsible for determining when conduct of a student warrants discipline and may apply such discipline (including suspension and expulsion of a child's education or enrolment) as the School, in its absolute discretion, considers appropriate having regard to the student's conduct and the School's codes of conduct, directions, handbooks, policies, procedures, rules and values.

11.3 The School seeks to maintain an inclusive, respectful and safe learning environment. Parents agree that the Principal or their nominee may search a student's bag, locker, desk or other possessions to investigate a student discipline matter, where the School (acting reasonably) considers there are reasonable grounds to do so.

11.4 The School also reserves the right to suspend a student's education and/or enrolment whilst investigating a potential breach of the School's codes of conduct, directions, handbooks, policies, procedures, rules or values.

11.5 Parents and students are expected to respect any decisions made by the School in relation to this clause 11.

12 Loss of Property and Insurance

12.1 Students must care for the property of others including the School's buildings, furniture and equipment. Each parent agrees to be financially responsible (and jointly and severally indemnify the School) for any property damage caused by their child at the School or while participating in school-related activities.

12.2 It is impossible for the School to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the School or to school-related activities is at the sole risk of the child and their parents. The School accepts no liability for loss or damage to personal property of the child, however that may occur, and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.

12.3 The School does not generally insure the personal property of students and their parents, and may have limited personal accident insurance involved in official School activities. It is the responsibility of each child's parents to arrange such personal accident or property insurance as they consider appropriate.

13 GST

13.1 School Fees (and any other fees, charges and levies) imposed by the School are quoted as exclusive of GST unless otherwise specifically stated.

14 Personal Information

14.1 The School handles personal information in accordance with its privacy policy, as published and amended by the School from time to time. Each parent agrees that they have read and understood the privacy policy. The School's *Privacy Policy* is available on the School's website.

14.2 Each parent acknowledges that:

(a) the School often photographs, videos, films, records and livestreams students (collectively referred to as '**images**') as part of everyday school-related activities and events. This is done in relation to a variety of educational and cocurricular programs such as school photos, classroom activities, sport, camps,

performances and more. Images are recorded for a variety of reasons and may be used across a range of print and digital mediums;

(b) unless the School is advised otherwise in writing, each parent authorises the School to photograph or record their child (and the parent when attending school-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (e.g. drama and music), magazines and newsletters, official posts on the School website or social media pages, and any websites on which a school event is broadcast or live streamed); and

(c) consent can be withdrawn in accordance with the School's consent process as set out in the School's Privacy Policy.

Please note that even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded school-related activity or event).

Withdrawal of consent may also impact the student's participation in certain activities or events.

14.3 The School may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment process, and parents understand:

(a) this may involve the School making enquiries and obtaining information from third parties such as credit providers, medical practitioners, government departments, and financiers;

(b) the School may use any information obtained as deemed necessary; and

(c) the School may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including with regard to the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (if applicable).

15 Circumstances Outside the School's Control

15.1 Where the school or a facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, the School may require the child to attend an alternative facility or location, or participate in online learning. The inability of the School to provide the child with access to any particular facility or service shall not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of the School.

15.2 The School is otherwise not liable to parents for any failure to perform an obligation under these Terms and Conditions of Enrolment, provided that the School has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:

(a) is beyond the reasonable control of the School; and

(b) makes performance of that obligation impossible (e.g. act of God, pandemic, natural disaster, or act of terrorism).

16 General

16.1 Please note that while compliance by the child and their parents with these Terms and Conditions of Enrolment is required, the School's codes of conduct, directions, handbooks, policies, procedures, rules and values do not form part of these Terms and Conditions of Enrolment.

16.2 If a provision in these Terms and Conditions of Enrolment is held to be illegal, invalid, void, voidable or unenforceable:

(a) that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

(b) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions of Enrolment.

16.3 These Terms and Conditions of Enrolment will be governed by the laws in force in the State of South Australia.

16.4 Parents agree that:

(a) the School will not be liable to any of the parents for any personal illness or injury, or indirect or consequential loss (including, but limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a parent arising out of a breach by the School of these Terms and Conditions of Enrolment;

(b) a parent will not be entitled to set off against or deduct from the School Fees (or any other fees, charges and levies) imposed by the School, any amount owed or claimed to be owed to that parent by the School; and

(c) a parent will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by the School, because part of that amount is disputed by the parent.

16.5 To the extent permitted by law, parents hereby release and forever discharge the School (and its principals, agents, employees, trainers, contractors, labour hire workers, secondees and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and expenses of whatsoever kind which may arise out of or incidental to a child's personal illness or injury sustained during the course of the child's education or enrolment, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the parents.

16.6 Nothing in these Terms and Conditions of Enrolment 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.