

# Students in Schools Enrolment Application 2021

## Details of Enrolment – Home School Principal Agreement

By signing in the place provided below, I the confirm that I am the Home School Principal of the student listed on this application (**Student**) and acknowledge and agree as follows:

- I acknowledge that I have read and understood the **VSV Terms and Conditions** located at <https://www.vsv.vic.edu.au/terms> on which VSV offers to accept the Student's application for enrolment and provide online learning to the Student;
- I agree to comply with the VSV Terms and Conditions and take all reasonable steps to ensure my school will act consistently with the duty of care owed to the Student;
- The Student is currently enrolled at my school;
- I am aware of my responsibility in nominating a supervisor from my school who will be responsible for supporting the Student in their studies at VSV, as outlined on page 10 of VSV Students in Schools Enrolment Handbook.
- I am aware that the Department of Education and Training provides funding to the home school to support the Student studying with VSV;
- I will ensure that my VASS administrator enters VSV (01114) as the assessing school for VCAA registration where applicable;
- I accept VSV will initiate the Student Management Action Plan (SMAP) for the Students if they do not submit work in accordance with their submission schedule, potentially resulting in the review and/or cancellation of this enrolment;
- I acknowledge that VSV is a Victorian State Government school that meets the minimum standards for school registration, including compliance with the Child Safe Standards and I will do nothing to place VSV in breach of those standards;
- Additionally, if I am a Principal of a Non-Government School, I agree to the following:
  - I understand that it is the responsibility of the school requesting the teaching services from VSV to collect and pay the required fees with this application and that VSV will not invoice a third party; and
  - I understand that enrolment applications will not be accepted for the following year unless all required fees from this year are paid in full.

School Principal's Signature:

Date:

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The Home School Principal agrees to the following Terms and Conditions on which VSV offers to accept the Student's enrolment and to provide online learning to the Student:

### Provision of the Services

1. The VSV must provide the Services to the Home School in accordance with these Terms and Conditions and must:
  - (a) provide the Services in accordance with the *Education Training Reform Act 2006* (Vic), the minimum standards set out in Schedule 4 of the *Education and Training Reform Regulations 2017* and relevant Department Policies and Procedures;
  - (b) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services; and
  - (c) ensure the highest quality of work and the delivery of the Services with the utmost efficiency.
2. The parties will act in good faith and in the best interests of each other.
3. If at any time during the Term the VSV is unable or is likely to become unable to provide any or all of the Services, it must immediately notify the Home School.
4. The Home School is responsible for all VCAA examination arrangements for subjects taught to the Student by VSV.
5. The Home School must ensure that a Student studying a Unit 3 and 4 subject through the VSV sit the VCAA General Achievement Test.
6. The parties agree that they have consulted with each other as to the suitability of the Services and the content of the training and assessment materials for the Home School's curriculum.
7. The parties agree that if the VSV is delivering the Services to an International Student, the additional terms and conditions in clause 71 apply to the delivery of those Services.
8. The Home School acknowledges that VSV only offers subject units 1 and 3 in semester one and subject units 2 and 4 in semester two.
9. The Home School must follow all VSV processes as they relate to the administration of

the Victorian Certificate of Education, such as those relating to extensions, authentication, re-submission.

### Fees

10. There are no enrolment costs or Fees payable at VSV for Government School Students.
11. The VSV and the Home School must not request or collect any payments from Students or parents/carers for or in relation to the provision of the Services.
12. The Home School will collect and remit the required Fees for non-government school Students and International Students to the VSV.

### Invoicing and payment

13. The Home School is responsible for informing parents/carers as to whether they expect them to contribute in full or in part to the enrolment costs with VSV.
14. Where no payment is attached to an application to enrol, the VSV will submit to the Home School an invoice in respect of the Services.

### Delivery of the Services

15. The VSV warrants that:
  - (a) it is accredited and approved to deliver the Services; and
  - (b) without limitation to clause 15(a):
    - (i) it is registered with the VRQA; and
    - (ii) it has the qualifications and/or units of competency to provide the Services on its scope of registration.
16. Where the delivery of Services to a Student occurs at a location that is not on the grounds of a school (as defined in the *Education and Training Reform Act 2006* (Vic)), the VSV must ensure that the VSV Personnel and any other person responsible for or involved in the provision of such Services are either:
  - (a) registered with the Victorian Institute of Teaching (that is, the person is a registered teacher, which may include provisional registration, or has permission to teach); or
  - (b) have undertaken a satisfactory police records check and have a satisfactory working with children check under the *Worker Screening Act 2020* (Vic).

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17. The parties warrant that:

- (a) to the best of their knowledge the parties or their employees do not have any duties or interests that will create, or may reasonably be expected to create, a conflict with their obligations under this Agreement; and
- (b) during the Term neither party nor its employees will do anything that will result in that party or its employees having a duty or interest that will create, or may reasonably be expected to create, a conflict with the obligations under this Agreement.

18. The Home School will ensure that its VASS administrator enters VSV (01114) as the assessing school for VCAA registration.

19. The Home School is responsible for initiating, processing and finalising the Student's enrolment.

### Replacement Personnel

20. If the VSV Personnel or any other person responsible for delivering the Services to the Student are unavailable to provide the Services for unforeseen reasons, the VSV must ensure that any replacement personnel satisfy the requirements of clause 16.

21. The VSV bears all costs in connection with providing any and all replacement personnel.

### Student Suitability

22. The parties agree that they have consulted with each other to establish the suitability of the Student for enrolment in the VSV, and that this consultation has included reference to any applicable policies of the VSV.

### Duty of care

23. The parties acknowledge and agree that each Party has a duty of care to the Student.

24. The VSV must provide the Services consistent with the Department's Policies and Procedure on: Duty of Care (available online: <https://www2.education.vic.gov.au/pal/duty-of-care/policy>).

### Supervision of Student

25. The parties agree to perform the Services consistent with the Department's Policies and Procedure on Supervision (available online

<https://www2.education.vic.gov.au/pal/supervision-on-students/policy>) and Student Collection Policy.

26. The Home School will be responsible for the supervision of the Student enrolled in VSV whilst the Student is in receipt of the Services.

27. The supervision includes, but is not limited to:

- (a) whilst Services are being provided at the Home School's premises; and
- (b) whilst Services are being provided at any premises external to the Home School.

28. The Home School will nominate a supervisor who will primarily be responsible for supporting the Student in the Student's studies at VSV and will have the five main responsibilities set out in the Enrolment Handbook.

29. The supervisor nominated must have knowledge of the administration of the Victorian Certificate of Education and must complete online professional learning to assist them with their role.

30. A supervisor must administer all School Assessed Coursework (**SAC**) in accordance with the SAC conditions clearly outlined on the VSV SAC Coversheet.

31. The Supervisor must complete, sign and return the SAC Authentication Declaration.

32. The Home School must notify VSV if a new individual is nominated as a supervisor.

33. The parties must promptly notify each other of any non-attendance and/or repeated non-engagement in accordance with any reasonable directions given by the Home School to the VSV.

34. The parties must immediately notify each other as soon as it becomes aware of any danger to a Student in connection with the Student's participation.

35. If a danger to a Student has been identified, the VSV must implement or assist in implementing any arrangements considered reasonably necessary by the Home School to remove or alleviate that danger or remove the Student from that danger.

36. The VSV must immediately notify the Home School, if a Student appears to be unwell.

37. The VSV will initiate the Student Management Action Plan for a Student who does not submit work in accordance with their submission

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schedule, potentially resulting in the review and/or cancellation of a Student's enrolment.

### Child Safe Standards

38. The parties acknowledge and agree that Victorian government schools are committed to:
- (a) creating child safe environments;
  - (b) protecting students from abuse or harm in the school environment, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents or allegations of child abuse in accordance with their legal obligations, including Child Safety Laws.
39. The parties are required to comply with Child Safety Laws, the Ministerial Order and applicable Child Safety Policies of the parties.

### Records and Provision of Information

40. The VSV must record and monitor the attendances and engagement of the Student.
41. The VSV must provide the Home School with all reports, data or other information that the Home School may request to enable it to:
- (a) adequately assess the performance of the VSV; or
  - (b) monitor student attendance and engagement.
42. During the Term and for seven years after expiry or termination, the VSV must keep accounts and records of:
- (a) all Services supplied under this Agreement; and
  - (b) all associated records including all supporting materials used to generate and substantiate invoices submitted in respect of Services supplied under this Agreement.
43. The VSV must provide student results and appropriate certification to the Home School.

### Notice of Changes

44. If there is any change to the registration status of the VSV or Home School, the VSV or Home School must immediately notify the other party of that change.
45. The VSV must give the Home School reasonable notice if the VSV proposes to

change which units of study will be available for the Student.

46. The Home School must inform VSV of:
- (a) any changes to a Student's address, change of school and enrolment status;
  - (b) any changes to a Student's life circumstances that may impact on their ability to engage and make progress with their learning so adjustments can be considered such as mental or physical illness, separation of parents or death within the family;
  - (c) any special provision or special examination arrangements for the Student.

### Access to premises

47. If the VSV needs to access the Home School's premises and/or use the Home School's property (both requiring the Home School's consent) in order to carry out the Services, then, the VSV is responsible for and must promptly repair any damage caused to those items to the extent caused or contributed to by the VSV.

### Particular Student needs

48. The parties agree that, before entering into this Agreement, the Home School disclosed to the VSV the details of any adjustments, measures or other requirements which the VSV must comply with or accommodate (as relevant) in the delivery of the Services in respect of the Student for the purpose of compliance with:
- (a) the *Disability Standards for Education Act 2005*; and
  - (b) the Home School's anaphylaxis management policy.

### Intellectual Property Rights

49. The VSV warrants that it is entitled to use any Intellectual Property Rights used by it in the provision of the Services and that in performing its obligations under this Agreement the VSV will not infringe the Intellectual Property Rights of any person. The VSV will indemnify the Home School against all costs, expenses and liabilities arising out of a breach of this clause.

### Compliance with laws and policies

50. The VSV must, in the provision of the Services, comply with all Laws and with the lawful requirements or policy of any governmental

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agency affecting or applicable to the provision of the Services.

51. Without limitation to clause 50, the VSV must ensure that, in respect of its employees, contractors and any other persons engaged by it to provide the Services, it:
- (a) complies with the provisions of the *Accident Compensation Act 1985* (Vic);
  - (b) insures against its liability to pay compensation whether under legislation or otherwise; and
  - (c) produces to the Home School on request any certificates or like documentation required by the *Accident Compensation Act 1985* (Vic).

### First Aid

52. Without limitation to any other clause of this Agreement, the parties agree to comply with the First Aid Needs policy set out in the School Policy Advisory Guide.

### Confidential Information

53. Neither party may use any confidential information of the other party except as genuinely and necessarily required for the purpose of this Agreement and neither party may disclose any confidential information of the other party except:
- (a) to an employee or agent of that party, on a 'need to know' and confidential basis;
  - (b) as required by law or a court order; or
  - (c) in accordance with any parliamentary or constitutional convention.

### Privacy

54. The VSV acknowledges that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the VSV under or in connection with this Agreement in the same way and to the same extent as the Home School would have been bound had it been directly done or engaged in by the Home School.

### Indemnity

55. The parties indemnify each other and each of their employees and agents against any loss, damage, claim, action or expense (including

legal expense) which any of them suffers as a direct result of any breach of this Agreement.

### No sub-Contracting

56. Except as expressly provided in this Agreement, the VSV must not sub-contract to any third person any of its obligations under this Agreement without the prior written consent of the Home School.
57. The VSV will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the VSV itself.

### Variations

58. Any variation to this Agreement must be in writing and signed by the parties.

### Termination

59. The Home School may terminate this Agreement upon giving written notice to the VSV if the VSV is in breach of this Agreement and (where the breach is capable of rectification) has not rectified that breach within 14 days of the Home School giving written notice to the VSV requiring rectification of that breach;
60. The VSV may terminate this Agreement upon giving written notice to the Home School if the Home School is in breach of this Agreement and (where the breach is capable of rectification) has not rectified that breach within 14 days of the VSV giving written notice to the School requiring rectification of that breach, on condition that provision is made allowing all Students to complete the subjects in which they are then enrolled.
61. Any termination of this Agreement is without prejudice to any accrued rights of the parties as at the date of termination.

### Notices

62. Any notices to be issued under this Agreement must be in writing and be sent to the School Principal of the party.

### Disputes

63. If any dispute arises under or in connection with this Agreement (**Dispute**) which is not able to be resolved by the Home School and the VSV within 14 days, the nominated senior executive

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officer (or equivalent) of each of the Home School and the VSV will promptly meet and discuss in good faith with a view to resolving such Dispute.

64. If any Dispute is unable to be resolved within 14 days of being referred to the nominated senior executive officers under clause 63, the parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Commercial Disputes Centre (**ACDC**) in accordance with ACDC's guidelines, before resorting to arbitration or litigation.
65. If the parties fail to settle any Dispute in accordance with clause 64, the parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
66. The parties to a Dispute will continue to perform their respective obligations under this Agreement, pending the resolution of a Dispute under clauses 63, 64 and 65.

### Student complaints and appeals

67. The parties agree that a Student may make complaints and appeals through the VSV or Home School.

### GST

68. Terms used in this clause have the same meanings given to them in the GST Act.
69. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.
70. If GST is imposed on any supply made under or in accordance with these Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid Tax Invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

### Additional Terms and Conditions where the Home School enrolls an International Student

71. The additional terms and conditions of this clause apply where the School has enrolled an International Student in the VSV.

#### School's International Student Coordinator

- (a) The VSV is aware that each Home School that has an International Student enrolled, has a School International Student Coordinator and that VSV will contact that School International Student Coordinator as appropriate and as required by these Additional Terms and Conditions.

#### International Student requirements

- (b) The VSV warrants that it has adequate staffing and education resources to deliver the Services to the International Student in compliance with:
  - (i) the ESOS Act; and
  - (ii) the National Code; and
  - (iii) VRQA Guidelines in relation to International Students; and
  - (iv) relevant Department Policies or Procedures.
- (c) The VSV agrees to provide the International Student with access to any reasonable support identified by the Home School, the School International Coordinator or VSV to support the International Student to achieve expected learning outcomes, at no additional cost to the Home School or the International Student.

#### Supervision of the Student

- (d) The VSV must immediately notify the School International Student Coordinator if the VSV has identified that the International Student is unwell in accordance with Clause 36 of the Terms and Conditions.
- (e) The VSV must notify the School International Student Coordinator of matters involving the International Student when:
  - (i) the International Student is at risk of not meeting their course progress or attendance requirements; or
  - (ii) whether further support may be required to assist the International

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Student to complete the course delivered by the VSV.

### Notification and Reporting Requirements

- (f) The VSV must record the International Student's attendance and participation in class for the Services being delivered by the VSV for which the Student is enrolled.
- (g) The VSV must provide reports and notifications on the attendance and participation records to the International Student Coordinator.

### Student complaints and appeals

- (h) The VSV agrees that any complaints and appeals in relation to an International Student must be made in accordance with the Department's International Education Division Complaint and Appeals Process Guide (available online: <https://www.study.vic.gov.au/Shared%20Documents/en/Complaints-Appeals-Process.pdf>).

### General

- 72. This Agreement will be governed by the Laws of Victoria.
- 73. The parties acknowledge and agree that nothing in this Agreement constitutes any relationship of employer and employee, principal and agent, partnership or joint venture between the parties.
- 74. Clauses 15, 17, 40 – 43, 49, 53, 54, 61, 63 – 66 and 67 of the Terms and Conditions survive the termination or expiry of this Agreement and may be enforced at any time.

### Order of Precedence

- 75. This Agreement is comprised of the following items:
  - 1) **Details of Enrolment**; and
  - 2) **Terms and Conditions**
- 76. In the event and to the extent of any inconsistency between the items listed in clause 75, the provisions of the earlier mentioned item will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the item lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that item.

### Interpretation

77. In these Terms and Conditions, unless the context otherwise requires:

- (a) 'includes' means includes without limitation;
- (b) a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
- (c) a reference to a policy of any governmental agency includes that policy as modified or replaced.

### Definitions

78. In these Terms and Conditions:

**Application** means the VSV Students in Schools Enrolment Application in the Enrolment Handbook.

**Agreement** means the agreement for the provision of the Services comprised of the Details of Enrolment and these Terms and Conditions.

**Child Safety Laws** means any Laws that in any way relate to child safety, including the *Child Wellbeing and Safety Act 2005* (Vic) as amended from time to time.

**Child Safe Standards** means the Victorian Child Safe Standards as set out in the *Child Wellbeing and Safety Act 2005* (Vic) as amended from time to time.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to, the Home School, including any information designated by the Home School as confidential, which is disclosed, made available, communicated or delivered to the VSV, but excludes information:

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of these Terms and Conditions;
- (b) which the VSV can demonstrate was in its possession prior to the date of the Agreement;
- (c) which the VSV can demonstrate was independently developed by the VSV; or
- (d) which is lawfully obtained by the VSV from another person entitled to disclose such information.

**CRICOS** means the Commonwealth Register of Institutions and Course for Overseas Students established under ESOS.

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**Department** means the Crown in right of the State of Victoria as represented through the Department of Education and Training and any succeeding authority responsible for the provision of Government school education in the State of Victoria.

**Department Policies and Procedures** means any relevant policy, procedure or guidelines published by the Department to provide guidance on the provision of Government school education in the State of Victoria.

**Enrolment Handbook** means the Enrolment Handbook: Students in Schools published by VSV.

**ESOS Act** means the *Education Services for Overseas Students Act 2000* (Cth).

**Fees** means a fixed fee payable to VSV for the provision of the Services as specified in the Enrolment Handbook.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Home School** means the school council listed in the Application.

**Information Privacy Principles** means the information privacy principles set out in the *Privacy and Data Protection Act 2014* (Vic).

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**International Student** means a Student enrolled in the course, who is also subject to the *Education Services for Overseas Students Act 2000* (Cth).

**Laws** means:

- (a) the law in force in the State of Victoria and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and

- (b) ordinances, regulations, orders and by-laws of relevant government, semi-government or local authorities.

**Ministerial Order** means Ministerial Order 870 entitled "Child Safe Standards – Managing the risk of child abuse in schools" (as amended or replaced from time to time).

**National Code** means Part D of the ESOS Act National Code, which specifies the set of national standards governing the delivery of courses and associated services to international students by Australian education providers registered or CRICOS.

**School International Student Coordinator** means the International Student Coordinator that is responsible for the international student at the Home School.

**Services** means the online courses (or any of them) delivered by the VSV to the Student and specified in the Application.

**Student** means the Student listed in the Enrolment Application to be enrolled in the VSV and includes an International Student.

**Tax Invoice** has the same meaning as in the GST Act.

**VASS** means the Victorian Assessment Software System.

**VCAA** means the Victorian Curriculum and Assessment Authority.

**VRQA** means the Victorian Registration and Qualifications Authority.

**VRQA Guidelines** means a guideline developed by the VRQA.

**VSV** means the Virtual School Victoria.

**VSV Personnel** includes the officers, employees, agents, contractors and sub-contractors of the VSV, who are involved in providing, or supporting the provision of, the Services.