



Port Vila International School

ENROLMENT TERMS AND CONDITIONS

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DEFINITIONS

- Parent: means the person(s) listed on the application for enrolment form as parent(s) and/or caregivers) of a child. A reference to a parent is a reference to both parents or caregivers.
- PVIS or School. means Port Vila International School including its governing body and employees.
- Tuition Fees: The school published an annual Schedule of School Fees. It includes all mandatory charges other than:
a) Elective items or incidentals associated with curriculum activities or subject levies,
b) Cost of excursions.

GENERAL TERMS

These Terms and Conditions form the formal basis of enrolment of a child at Port Vila International School. The school is committed to work cooperatively with Parents in all circumstances and requires the same commitment of Parents.

The Parent agrees:

- To accept and abide by the requirements of the Governing Body of the School and of the Principal with respect to its ethos conduct, management and administration of the School;
- To support the ethos of the School, and the decisions made by the Principal around educational, disciplinary, and student wellbeing matters.
- Not to interfere in any way with the conduct, management or administration of the School;
- To abide by the routine and rules of the School as set out in the prospectus in force at the time of enrolment and thereafter as published by the Principal and his/her delegate;
- To support a cooperative relationship where the parents support the School publicly and raise complaints in the appropriate manner as set out in the School's grievance procedures
- To raise issues or concerns directly with the school and never to directly approach another student of another family about an issue
- To consent to the treatment of their child by a qualified medical practitioner and/or qualified staff in the event of emergency, illness, accident or injury and agree that in such event the School may summons assistance as decided by the Principal, their delegate or as provided by a policy promulgated by the Principal;
- That a student is permitted to access the education, psychological or other specialists such as a nurse, psychologist and counsellor. The Parent(s) consent to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations).

- i) That neither PVIS nor any of its employees can accept any responsibility for any illness, accident or injury however caused, nor for the actions of anyone attending or rendering assistance to our child;
- j) To indemnify jointly and severally, and keep indemnified, PVIS and its officers and employees from any claim by any one or more of us or your child in respect of or arising from illness, accident or injury and the rendering of any assistance;
- k) That the consent and indemnity above shall apply to all school activities, events, excursions or expeditions approved by the School or carried out by the School;
- l) To ensure that our child completes all courses of study required by the School;
- m) To ensure that our child attends school each day and completes Terms and academic years as the School may direct from time to time (except only for medical reasons or leave approved in advance by the Principal);
- n) That any special notes or instructions provided at the end of the Application of Enrolment in my/our hand, are subject to these conditions and without prejudice to the consent and indemnity agreed above;
- o) At the time of enrolment, or as soon as parents become aware of the information, Parents will disclose in full any diagnosed social, emotional or intellectual difficulties or specific medical or learning needs or disabilities that may impact the Student's ability to fully participate in the curricular and cocurricular programs provided by the School. The School requires this information to adequately assess its capacity to support. Parents may be required to meet the additional costs of the support required. The level of support may vary over time based on the specific learning needs of the child.
- p) To expressly acknowledge that where the Application for Enrolment is completed by two parents (or caregivers), then each is jointly and severally liable for all fees, debts or other amounts or charges owing to PVIS;
- q) To their child being screened for prohibited substances in the event that the School reasonably suspects the child has in his/her possession or has taken such prohibited substances. The Parents will be contacted before such a screening takes place. In the event the Parent and/or child objects to such screening, the School has the right to suspend and/or expel such child;
- r) That PVIS may disclose the name and contact details of the Parent(s) and child/student to any of its related entities and such disclosure will be confidential;
- s) That PVIS may use the name and contact details of the Parent(s) and child/student to update both Parent and child with service, events and news that may be of interest through direct contact.
- t) Read the school newsletter and other bulletins typically distributed by email. PVIS publishes an electronic newsletter regularly which is sent by email, containing information of importance. Both parents/guardians are required to read this newsletter

STUDENT OBLIGATIONS

- 2) Students are required to have high standards of behaviour and attend the School and compulsory activities throughout the school year and in particular must
 - i) abide by the Student Code of Conduct and online and computer Acceptable Usage Policy
 - ii) behave courteously and considerately at all times
 - iii) support the mission and values of PVIS
 - iv) attend all classes, assemblies, sports carnivals, and outdoor education programs and excursions as required:
 - v) wear the PVIS school uniform as prescribed and follow conventional standards of appearance in accordance with the school guidelines and the expectations
 - vi) attend the School during school hours, except in the case of sickness or where leave not to attend has been given

EXCLUSION OF A STUDENT

- 3) The Principal may at their absolute discretion but subject to affording the student procedural fairness, suspend or dismiss the student:
 - i) for breaches of rules or discipline
 - ii) for behaviour prejudicial to the welfare of the School, its staff or students
 - iii) where parents have failed to comply with these Terms and Conditions of Enrolment.
- 4) The Principal also may exclude the student if the Principal considers that a mutually beneficial relationship of trust and cooperation between the parents and the School has broken down to the extent that it adversely affects that relationship.
- 5) The Principal may, upon giving reasonable notice, ask the parents to remove the student from the School at the end of a school year where the student has, in the Principal's opinion, failed to meet the academic requirements of the school, or has otherwise failed to make satisfactory progress in their academic work.

APPLICATION PROCESS

- 6) At all times PVIS reserves the right to determine which students are offered enrolment to the School and the year level they are enrolled in. In the event that the Parents are not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the School upon enrolment.
- 7) On lodgement of a complete and signed Application Form and payment of the Application Fee and Registration Fee PVIS will process the application.
- 8) A non-refundable Application Fee is payable in respect of each child's application. The amount of this fee is outlined in the current Fee Schedule. PVIS is under no obligation to process an application nor reserve a place for any child prior to the payment of the Application Fee. Payment of the application fee does not guarantee that a place will be offered.
- 9) PVIS may make use of a range of educational testing tools to assess a student's ability or suitability for enrolment.
- 10) The school has in place, at times, Enrolment Debentures with some organisations and businesses that guarantee an

enrolment within the terms of the Debenture Agreement.

- 11) Waiting List: If an enrolment application is received for a year level that is currently 'full', parents will be notified that they can elect to be placed on a waitlist until such times that an enrolment place becomes available. Being on a waitlist is not a guarantee of a place becoming available. Offer of a place:
 - a) An Offer of a Place at PVIS shall be made in writing and bears the signature of the Principal or their delegate. It shall include all details of payments due and the expectations of PVIS should the Place be accepted by the Applicant(s).
 - b) Each Offer of a Place will specify a time period within which the Offer may be accepted. If no response is received in that time period, then the Offer may be withdrawn and the Place offered to another child without further notice from PVIS. Withdrawal of offer of this kind applies to all proposed enrolments including sibling priority.
 - c) Each Offer of a Place will enclose a document entitled "Confirmation of Acceptance of Offer of a Place" which is required to be completed by the Applicant and returned to PVIS.
- 12) Confirmation of Acceptance of Offer of a Place: Must be signed by the Parent of a prospective student and returned to PVIS. The confirmation does not constitute acceptance of an Offer of a Place unless or until payment of the Registration Fee and other amounts as are necessary in given circumstances are made.
- 13) Guaranteed enrolment for a future place:
 - a) Guaranteed enrolment at date later than Term 1, may require payment of 50% of the scheduled fee for each Term prior (e.g. Guaranteed enrolment in Term 2, will require 50% of Term 1 Fees to be paid in advance).
- 14) All enrolments at PVIS are for a minimum period of one semester (two terms)

ACADEMIC PROGRESSION

- 15) Progression from the EEC to Primary is at the discretion of the School with students needing to demonstrate school readiness.
- 16) Progress, from one academic year to another academic year is not automatic and is dependent on the student successfully completing the requirements of the applicable academic year to the satisfactions of the School. The School will discuss options and an appropriate course of action with parents.

ENGLISH LANGUAGE PROFICIENCY

- 17) PVIS's language of educational instruction is English. All students must demonstrate an appropriate command of English for the level they are applying to enter. EEC students must have basic oral communication and aural comprehension. The Student may be required to demonstrate their English language proficiency by taking a test. This testing may need to take place at multiple stages of their schooling and appropriate decisions made to support their learning and progress.
- 18) Depending on the outcome of the test, the Student may be required to undertake further English language proficiency studies. The requirement for the Student to undertake this further study will be determined at the discretion of the School. In most cases this additional study will incur an additional expense. The school reserves the right to withdraw an enrolment place if the parents are unwilling to meet these costs or agree to their child receiving additional English support.
- 19) In the event that the prior point applies the Student and Parents/Guardians authorise the School to receive reports regarding the Student to ensure that the Student has made adequate progress.

HEALTH, INSURANCE AND PERSONAL PROPERTY

- 20) PVIS maintains limited insurance coverage in respect to accident and ambulance attendance for its students whilst involved in school activities. The School's insurance cover does not include evacuation cover from Vanuatu, or for inter-island transport in the event of an incident
PVIS does not maintain insurance coverage in respect of and takes no responsibility for personal property brought to the School by any member of the school community.
- 21) Parent(s) and/or guardians are responsible for obtaining appropriate insurance coverage for their child or children in respect of sickness, accident and personal property. Appropriate medical evacuation cover is recommended in Vanuatu
- 22) Any special notes, comments or information ("information") given to PVIS or its employees regarding a child's general health, physical or mental abilities or disabilities, medical history and/or treatment, allergies or family histories are provided only for the guidance and assistance of PVIS and its officers and employees. Such information is provided and received subject to clause 2 of these terms and conditions.

PAYMENT

- 23) In order to assist parents, the School attempts to publish fees in advance. It should be noted however that the Board reserves the right to adjust pre-published fees at any time in response to changes in educational funding or expenses, or for any other reason.
- 24) Tuition Fees for each Term are due by the Friday of the second week of each term, based on our published term dates. Only one invoice per family per term is issued. All fees are payable in Vanuatu Vatu
- 25) The Parent(s) are jointly and severally responsible for the enrolment of the child at PVIS
- 26) The Parent(s) are jointly and severally responsible for the payment of all fees and charges, including all amounts owing to

PVIS.

- 27) If the School Fees are not paid within 30 days of the due date (or formal arrangements made), a late payment fee of 10,000 vatu will be charged. A further default fee of 10,000 vatu will be charged if fees are still owing at 60 days. The School reserves the right to suspend or terminate the enrolment of a student if any portion of the School Fees or other charges remain unpaid.

NOTICE OF WITHDRAWAL/EARLY DEPARTURE

- 28) If the Student is withdrawn part way through a term, or is absent for an extended period, no adjustment will be made for the Tuition Fees paid for that term. In the circumstances of a new enrolment and fees being paid a Term in advance, a refund will only be granted for the advance payment if the Notice of Withdrawal Conditions as set out in this document are honoured
- 29) To adequately plan and staff the school the School required timely notification of enrolment changes. A Notice of Withdrawal (for the following term or later) of a student shall be provided in writing to the Principal:
 - a) Departure from Term 2, 3 or 4: at least 6 (6) weeks or half a Term, whichever is greater, prior to the date from which the Student shall be withdrawn from PVIS ("the date"). If notice of withdrawal is not given in accordance with this clause, then one quarter (1/4) of the Student's total yearly Tuition Fees for the year in which the date falls shall be payable in lieu. Please note the previous point
 - b) Not continuing enrolment in Term 1 of the following year: notice must be provided in writing by the last day of Term 3. If notice of withdrawal is not given in accordance with this clause, then one quarter (1/4) of the Student's total yearly Tuition Fees for the year in which the date falls shall be payable in lieu. Please note the previous point
- 30) Full school fees are payable if a student takes a period of leave of a term or more then full fees are payable to guarantee a place to held. The special circumstances of a family will be considered if a request is made in writing to the Principal for a Leave of Enrolment Absence.

INFORMATION DISCLAIMER

- 31) PVIS makes every reasonable effort to maintain the currency of information in its publications, such as its Prospectus and Enrolment kits; however, PVIS expressly disclaims responsibility in respect of mistakes made by itself or third parties in relying on out-of-date or otherwise erroneous information.
- 32) PVIS maintains the rights to change the contents of this 'Terms and Conditions' document and/or create new Terms and Conditions from time to time as it may at its absolute discretion deem fit. Amendments and/or additions to these Terms and Conditions may be made by notifying you by the email you have provided the School or publishing on the schools website. The school will publish these changes via regular communication channels, but you shall be bound by the amendments or the new Terms and Conditions, whether or not you shall have actual notice thereof, from the date of such posting.

COMMUNICATION AND PRIVACY

- 33) The Parent is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment.
- 34) The school will be entitled to rely on the information given at the time of enrolment regarding the Student's residence and domestic arrangements more generally. The provision of misleading representation (or a failure to update the School) in relation to the guardianship of the Student may result in the School terminating the enrolment of the Student. This includes any circumstances where the Student is discovered to be living other than with responsible adults of good character, and includes situations where minor Students live wholly or partly alone and parents or guardians live elsewhere, including overseas.
- 35) From time to time the School may wish to include photographs and/or audio/visual of the Student captured without their name in print and online for distribution within the School community. The Parent consents to such use and disclosure of the Student's photographs and/or audio/visual unless such consent is expressly withdrawn via written notification to the School.
- 36) The School will not disclose any information in relation to the Student to any party other than the Applicant, subject to other legislative obligations.
- 37) In the event the adult completing the enrolment form is not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the School with the Enrolment Form.
- 38) In order to ensure the ongoing health, wellbeing and enrolment of the Student at the School, the Parent agree to keep the School informed and maintain open communication in regard to all relevant information and issues relating to the Student.

CHOICE OF LAW AND JURISDICTION

- 39) This agreement is to be construed with respect to the laws of Vanuatu as from time to time may be in force, excluding French Law.
- 40) The parties agree to submit to the exclusive jurisdiction of Vanuatu if a dispute arises between them that cannot be resolved through good faith without prejudice negotiations.
- 41) PVIS requires personal information to be provided in order to provide the child with education services. If the requested personal information is not provided then PVIS may not be able to provide those services. Please note that

PVIS may provide personal information confidentially of a Parent(s) or child to any of its related entities.

Document Control

Ver	Date	Change	Change by	Reviewed by
1	25/11/2020	First version (new)	PVIS Board	Principal
1.1	13/10/2021	Further clarity on certain points. Clarity on guaranteed enrolment, due dates for fees,	PVIS Board	Principal
1.2	24/06/2023	Removal of Provisional List #11 Clarification of Waitlist #12 Inclusion of minimum enrolment period #16 Inclusion of basic language requirements#19 Inclusion of no fee reduction for extended absences #30	Principal	PVIS Board

Document Owner	PVIS Board
Document Reviewer	Principal
Intended Audience	All Parents