



## ENROLMENT TERMS AND CONDITIONS

### DEFINITIONS

"Agreement" means this Agreement, and any subsequent variations made from time to time by the College Board and advised in writing by the College to the Parents

"Application for Concession" means the application for reduction of fees in selected circumstances to be made via an application form which can be obtained from the College Business Manager

"Building Levy" means the sum prescribed by the College from time to time as set out in the annual Summary of College Fees and Charges and charged per family

"College Policies" means obligations as to conduct published by the College including the College website, including, without limitation any codes of behaviour for the students of the College, Student Wellbeing and Management policies and Fee Policy as amended, and all College policies as otherwise advised by the College from time to time

"the College Board" means the Catholic Ladies' College Board

"the College" means Catholic Ladies' College Limited ACN 058 164 891 trading as Catholic Ladies' College of 19 Diamond Street Eltham Vic 3095

"Enrolment Fee" means the non refundable fee as determined by the College Board payable by the Parents upon accepting an offer of enrolment at the College

"Family Deposit" means the fee as determined by the College Board from time to time and payable upon acceptance of an enrolment offer and held by the College until the last member of the family completes her education at the College. It is incurred once per family irrespective of the number of students attending the College concurrently.

"Fees" means all fees and amounts payable to the College including Tuition Fees, Building Levy, Grounds Levy, family levies and additional charges

"Grounds Levy" means the sum prescribed by the College from time to time and set out in the annual Summary of College Fees and Charges and charged per family

"Parents" means the person or persons named as parent/s or guardian/s of the student/s being enrolled and unless advised otherwise in writing are the person or persons authorised to deal with the College on all issues relevant to the student and the student's enrolment at the College

"Re-Enrolment Fee" means the fee charged by the College and paid by the Parents indicating a student's intention to return the following year. It is subtracted from the following year's Composite Fee. The fee is non-refundable except when a student departs the College prior to submitting her subject selection choices for the following year

"Student" means the student/s being enrolled and named as the student in this Agreement and the Application for Enrolment

"Summary of College Fees and Charges" means the annual written document published by the College Board setting out the scale of fees to be charged by the College for tuition fees and other charges

"Tuition Fee" is the fee billed annually in advance for tuition fees and other charges invoiced by the College, unless otherwise stated and set out in the annual Summary of College Fees and Charges and charged per student.

### 1. DISCLOSURE

- 1.1 The College provides a school curriculum for Year 7 to 12 students. Years 11 and 12 are based on the Victorian Certificate of Education (VCE) or Victorian Certificate of Applied Learning (VCAL) standards (or equivalent if superseded).
- 1.2 The Parents will advise the College of any matter relating to the student's individual circumstances insofar as these may impact on her physical, functional, emotional or educational needs including any disability, physical or intellectual impairment, mental illness, psychological issue or relevant family circumstances, particularly where the College is required to provide additional support to the student.
- 1.3 Where, during the course of a student's enrolment, new information becomes available that is material to the student's educational and/or safety/wellbeing needs, it is a term of the student's continuing enrolment that such information is provided to the College promptly.
- 1.4 The Parents acknowledge that this information is required by the College to assess the educational, developmental, physical and social needs of the student and if this information is not provided or is inadequately disclosed to the College, the Principal may in his/her absolute discretion decline to enrol the student or terminate the student's enrolment.
- 1.5 The College acknowledges its rights and obligations under the Disability Standards for Education pursuant to the *Disability Discrimination Act*.
- 1.6 The Parents will keep the College updated of any changes to the student's medical details and/or contact details including emergency contact details and also the Parents' employment details, business address, residential address, email address and contact telephone numbers and any changes to parenting orders, and will notify the College within seven days of a change occurring.

### 2. ENROLMENT FEE/ FAMILY DEPOSIT

- 2.1 The Enrolment Fee is payable by the Parents on the signing of this Agreement.
- 2.2 The Parents acknowledge that \$200 of the Enrolment Fee will be deducted from the first annual account for fees.



- 2.3 The Parents will pay the Family Deposit, once per family, by the date specified in the letter of offer of enrolment and if no date is specified then at the time of returning the signed Enrolment Contract.
- 2.4 The Family Deposit will be refunded on request following the departure of the last student from the family attending the College provided all outstanding fees are paid. The Parents hereby agree that where Fees remain outstanding, the College is entitled to set off the Family Deposit against outstanding fees.
- 2.5 As an alternative to requesting a refund of the Family Deposit on the departure of the last student, a tax-deductible donation may be made by the Parents to the School Building Fund for all or part of the Family Deposit.
- 2.6 If a refund of the Family Deposit is not requested by the Parents within 12 months of the departure of the last student from the family attending the College, the Parents are deemed to have made a tax deductible donation as set out in clause 2.5 and the College will not be liable to the Parents for the refund of the Family Deposit.
- 2.7 The Family Deposit is not refundable where there has been any fee assistance, bursary or other form of fee reduction during the course of the enrolment of the student at the College (other than sibling discounts as set out in clause 5.23).

### 3. CONTINUED ENROLMENT CONDITIONS

- 3.1 The Parents acknowledge that it is an express condition of enrolment and continued enrolment that the student and the Parents comply with the College Policies. The Parents agree to support the College in relation to the academic curriculum, sports, pastoral care and College behaviour aims and Code of Conduct. They agree to maintain positive and respectful relationships with peers and staff within the College and general operations of the school. The Parents further agree to share a mutual obligation with the College in supporting the student's compliance with the College Policies and understand that continued enrolment is at the absolute discretion of the Principal, having regard to the best interests of the other students, staff and the College community.
- 3.2 The Parents further agree and acknowledge that at the discretion of the Principal, the College has the absolute right to dismiss or suspend a student for any act of serious misconduct, major infringement or continuous unacceptable behavior and for unsatisfactory attendance, conduct or performance, or failure by either the student or Parents to obey the College Policies or for any other reason considered by the Principal to be reasonable in all the circumstances.
- 3.3 Without limiting the generality of the foregoing, the Parents acknowledge that the Principal has the absolute right to dismiss or suspend the student owing to the failure by the student to behave in a socially acceptable manner outside school hours.
- 3.4 The College also reserves the right to remove any student from the College on the grounds of unacceptable behaviour or any other reason considered by the Principal to be reasonable in all the circumstances.
- 3.5 The Parents agree to support the student's participation in the religious life of the College (e.g. College liturgies, retreat programs)

### 4. PARENTS' RIGHTS AND RESPONSIBILITIES

- 4.1 The Parents acknowledge and accept that participation in a broad range of activities within and outside the College's grounds, such as outdoor education, excursions, camps and sporting activities and attendance at College functions is an essential part of a student's education and involvement in the school community, and a compulsory part of the College curriculum.
- 4.2 The College will proceed and act on the basis that each Parent has equal rights and responsibilities in relation to the student and will rely on the authority of either parent in connection with matters concerning the student unless either:
  - (i) the College is supplied with a Court Order or written authorisation signed by the Parents which provide otherwise; or
  - (ii) the Principal in his/her sole discretion is satisfied in all of the circumstances that there is a good reason to vary the arrangement and has advised the Parents in writing of his/her intention to do so; or
  - (iii) the College is satisfied in all the circumstances that there is reason to act on one Parent's instructions and not the other.
- 4.3 The Parents acknowledge they are jointly and severally liable to the College for payment of the Fees and any other charges under this Agreement, regardless of the person/s to whom the account may be addressed, or by whom accounts are or have been paid. This liability shall continue regardless of any changes after the date of this Agreement to the relationship between the Parents, or any Court Order as between the Parents, or any child support or other arrangements between the Parents.

- 4.4 The Parents will immediately notify the College if they experience financial difficulties to discuss the options available.

### 5. FEES

- 5.1 The Fees for each academic year will be set annually by the College Board and notified to parents within a reasonable time thereafter. The current Summary of College Fees and Charges is provided with this Agreement. The Parents acknowledge that the Fees are subject to annual increase at the discretion of the College Board.
- 5.2 The Tuition Fee covers costs of tuition equipment and access to services as set out in the annual, Summary of College Fees and Charges.
- 5.3 Additional fees are charged for optional activities, including, but not limited to special subjects, extra-curricular activities and private bus travel. Accounts for additional Fees are issued separately and payable in accordance with the terms stated in those accounts.
- 5.4 Fees for private music lessons are charged per semester and payable in advance by credit or debit card only.



- 5.5 The Tuition Fee is billed annually in advance.
- 5.6 A Fee Account will be issued in the last term of the year preceding the year of tuition (or as otherwise varied by the College Board)
- 5.7 Accounts are due and payable by 28 February of the current year of tuition ("the due date") or as otherwise specified by the College on the Fee Account.
- 5.8 The College may agree to allow the Parents to pay the Fees by Direct Debit instalments from a savings account or credit card. Parents may nominate a frequency of payment ("the instalment due date") from the choices offered by the College and if the College agrees, a schedule of payments and instalment due dates will be printed on the Parent's Fee Account. There is no surcharge for payment by credit card. Any failure to make instalment payments as agreed will result in the full balance of the Fees becoming immediately payable and the College may take such action including by way of debt recovery or legal action as it sees fit to recover the balance fees outstanding to it.
- 5.9 Payment arrangements will remain in place for the duration of the student's education unless otherwise agreed.
- 5.10 Where the Parents do not request to pay by instalments as set out in clause 5.8, the account is payable in full by 28 February in accordance with clause 5.8 and if payment is not made by the due date, the College is entitled to treat the Parents as being in breach of this agreement.
- 5.11 Where special circumstances exist, alternative payment plans, and extensions of time may be negotiated with the College Business Manager.
- 5.12 The College reserves the right to nominate the payment method for the collection of any additional fees charged.
- 5.13 Fee accounts will be invoiced to both parents unless one parent provides notification in writing (and the College agrees) that they will take sole responsibility for payment. Where the parents provide evidence that fees are subject to a court order, then subject to clause 4.3, the College may invoice fee accounts in accordance with the court order however this does not abrogate the Parents' joint and several liability to the College for the Fees.
- 5.14 A Parent may give a minimum of one Term's Notice that the Parent is to be no longer bound by this Agreement. The withdrawing Parent will remain liable for all of the Fees incurred in relation to the Student for one Term after the College receives the Notice.
- 5.15 Where a Parent has notified of his/her intention to no longer be bound by this Agreement, the College reserves the right, in those circumstances, to either terminate the enrolment of the Student or enter into a new enrolment contract with a replacement person who accepts the financial responsibility for the payment of future Fees.
- 5.16 Other than as set out in this Agreement, credits for or refunds of Fees will not be provided by the College and fees will not be pro rata or not levied in the event that the student is absent from the College for any period of time for any reason including, without limitation, that the student does not commence at the College at the beginning of any Term or the student's departure from the College before the end of any Term.
- 5.17 Parents may be eligible to a pro-rata adjustment to fees in the event of a student being absent, through extended illness or accident. All claims are via an Application for Concession and subject to the production of an appropriate medical certificate.
- 5.18 Notwithstanding clause 5.16 above, students enrolling during the school year will be charged Tuition Fees and family levies on a pro-rata basis. Subject levies and booklist items are charged in full.
- 5.19 If the student is dismissed from the College under clause 3.2 and 3.3 of this Agreement, Fees shall be payable up to and including the end of the student's final week at the College. A termination fee of 25% of the Tuition Fee shall be immediately payable by the Parents. Charging of the termination fee is not a penalty but a calculation of the genuine economic loss incurred by the College.
- 5.20 No Tuition Fee relief shall be payable by the College nor sought by the Parents if the student is suspended from the College for a finite period.
- 5.21 No refund is payable where the Student's enrolment is cancelled for any of the reasons set out in clause 8.1.1.c to 8.1.1 or for failure of the student to maintain satisfactory course progress or attendance.
- 5.22 The College does not offer a pro-rata fee for part-time students. Students studying selected subjects or courses externally (e.g. students enrolled in VCAL or VET subjects studied externally) are considered full time students.
- 5.23 The Parents shall be entitled to a sibling discount as set out in the annual Summary of College Fees and Charges (or as otherwise prescribed by the College from time to time), if two or more of their children are enrolled concurrently at the College.

## 6. NON-PAYMENT OF FEES

- 6.1 If the Fees are not paid by the due date or the instalment due date as applicable, the Parents will be in default of this Agreement and the balance of the total Tuition Fees for the student and all outstanding amounts will become immediately due and payable. In these circumstances interest will accrue on the reducing balance of the Tuition Fees from the due date at the rate set out and amended from time to time in the *Penalty Interest Rates Act 1983*. Interest may be waived at the discretion of the Principal.
- 6.2 Where fees are not paid by the due date, the student is not permitted to incur additional costs by participating in non-curriculum elective activities until such time as the fees are brought up to date.
- 6.3 It is a requirement of the College that all fees are fully paid and up to date if a student applies to join a College trip overseas. Under no circumstances will a student be permitted to join a group travelling overseas if any outstanding fees are noted on the account.
- 6.4 Recipients of reduced fees (refer Fee Assistance Policy) are not eligible to participate in optional activities incurring additional costs such as interstate and overseas tours or immersions.



- 6.5 It is incumbent on Parents experiencing financial hardship to contact the College Business Manager to discuss the options available. Where satisfactory arrangements cannot be made, a student's enrolment may be at risk.
- 6.6 The College reserves the right to suspend or terminate the enrolment of a student and refuse to readmit the student at the commencement of a new Term should there be outstanding fees. At the discretion of the Principal, the student's enrolment will not be reinstated until all outstanding fees are paid in full or until an approved payment arrangement has been entered into with the College and the Parents are complying with that arrangement.
- 6.7 Where an enrolment has been terminated reinstatement of the enrolment agreement will be at the discretion of the Principal.
- 6.8 Fee reductions may be available in cases of demonstrated financial hardship. Parents can apply for an annual reduction of fees via an Application for Concession. Application forms can be obtained from the College Business Manager.
- 6.9 The quantum of annual fee reduction is subject to the discretion of the Principal whose decision is final.
- 6.10 Applications for concession and resulting arrangements are subject to mutual obligations of confidentiality.
- 6.11 The Parents agree that they shall be liable to the College for any and all costs incurred by the College in recovering outstanding Fees by any means, including legal action.

## 7. WITHDRAWAL (TEMPORARY OR PERMANENT) OF CHILDREN

- 7.1 Parents are required to give one term's written notice of a student withdrawal. Subject to receiving one term's written notice, pro-rata adjustments will be applied to the final account as follows:
- 7.1.1 Student Fees - Tuition Fees are payable until the end of the week in which the student leaves the College
  - 7.1.2 Private Music Lessons (if applicable) are payable until the end of the term
  - 7.1.3 Subject levies and Booklist items are not subject to credit.
  - 7.1.4 Extra subject fees, for example, courses offered by external providers, cannot be refunded unless a corresponding credit is issued by the provider.
- 7.2 If one term's notice is not provided in writing, one term's fees will be charged. Charging of the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the College.
- 7.3 Parents may apply to the Principal for exemption from the provision of one term's notice in certain circumstances (pastoral reasons).
- 7.4 Parents are to provide advance written notice to the College for a student's planned absence from the College for periods of two terms or greater. Students who will be absent for two terms or more with an expected year of return may apply to suspend their enrolment. The fee account must be paid in full. A non-refundable holding fee of 10% of the annual Tuition fee is payable to secure the enrolment. The deposit will be credited against future fees.
- 7.5 The College does not offer fee reductions to families electing to travel unless it can be demonstrated fees are being paid for an approved exchange program.

## 8. TERMINATION

- 8.1 The College may terminate this Agreement and cancel the enrolment of a Student upon provision of 7 days written notice if:
- 8.1.1 the Parents and or the Student are in default of the terms of this Agreement including but not limited to where:
    - a. The student does not commence their course on the start date and the student has not previously withdrawn from the course, provided the College has not failed to start or provide the course on the start date;
    - b. The student withdraws from the course either before or after the start date;
    - c. Parents have not paid any fees or charges due in accordance with this Agreement
    - d. The Student's misbehaviour, provided the College has accorded the Student natural justice before terminating the enrolment
    - e. Parents do not provide the College with important information about the student/s;
    - f. Parents or students breach a College policy.
  - 8.1.2 in its absolute discretion the College considers it appropriate to do so.

## 9. SECURITY FOR PAYMENT OF FEES

- 9.1 In consideration of the College, accepting the Parents' application for enrolment of the student and offering the student a position at the College, the Parents charge any interest the Parents have now or in the future either solely or jointly or as tenants in common in any real estate to secure the repayment of any amount the Parents owe to the College from time to time. The Parents acknowledge the College's right pursuant to the security hereby given to lodge a caveat on any real estate in which the Parents have such an interest. The Parents further acknowledge that the security hereby given will continue until the College gives a final release in respect of it.
- 9.2 The Parents further agree to pay the College's legal costs and disbursements (calculated on an indemnity basis) of and incidental to the preparation, stamping and registration of the security hereby given in accordance with clauses 9.1 and its subsequent discharge or costs incurred in protecting or exercising its rights in respect of the security hereby given.

## 10. GOVERNING LAW



This Agreement will be governed by the laws of the State of Victoria and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria.

## 11 ACCIDENTS, INJURIES, THEFT AND DAMAGE

The College prides itself on the level of care and provision of a safe learning environment for all students. However, even in a safe learning environment, accidents, injuries, theft and damage can still occur. The College does not accept liability for such events and it is recommended that parents consider appropriate insurance to cover any losses. Adequate care of personal property is the responsibility of the student. The College's insurers may be able to offer some assistance to students who are injured while undertaking supervised school activities. Individual circumstances will need to be discussed with the College Business Manager.

## 12 GENERAL MEDICAL CONSENT

12.1 In the event of an injury or illness to the Student, at school, travelling to or from the College or while taking part in an organised school activity, the Parents authorise the College by its agents or servants, where they are unable to contact any of the Parents or emergency contacts, or it is otherwise impracticable to contact the Parents, to:

- a. administer such first aid as they may judge to be reasonably necessary;
- b. call an ambulance for the student; and

the Parents consent to the student receiving such medical dental or surgical attention as may be deemed necessary by a medical practitioner.

12.2 The Parents accept responsibility for any expenses arising from such first aid, ambulance, medical, dental or surgical attention.

12.3 The Parents acknowledge that any subsequent medical consent requested via electronic means or otherwise, on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

## 13. THE PRIVACY ACT PROVISIONS AND THEIR APPLICATION TO THE COLLEGE

The College abides by the requirements of the Commonwealth Privacy Act 1988 and amendments, and of the Victorian Health Records Act 2001. A copy of the College *Privacy Policy* is available for viewing on the College web site.

The College collects personal information, including sensitive information about students and parents or guardians, before and during the course of a student's enrolment at the College. The primary purpose for collecting this information is to enable the College to provide the most appropriate schooling for its students and to enable them to take part in all the activities of the College.

Some of the information collected is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.

Laws governing or relating to the operation of schools require that certain information is collected. These include Public Health and Child Protection laws. Health information about students is sensitive information within the terms of the National Privacy Principles under the Privacy Act. Parents are asked to provide medical reports about their children from time to time.

The College from time to time discloses personal and sensitive information to others for administrative and educational purposes including to facilitate the transfer of a student to another school. This includes to other schools, government departments, Catholic Education Office, the Catholic Education Commission, the College's local diocese and the parish, Schools within other dioceses/other dioceses, medical practitioners and people providing services to the College, including specialist visiting teachers, sports coaches, volunteers and counsellors.

Personal information collected from students is regularly disclosed to their parents or guardians.

The College may store personal information in the 'cloud' which may mean that it resides on servers which are situated outside Australia.

The College's Privacy Policy sets out how parents or students may seek access to personal information collected about them. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the student, or where students have provided information in confidence.

The College Privacy Policy also sets out how Parents and students may complain about a breach of privacy and how the College will deal with such a complaint.

The College from time to time engages in fundraising activities. Information received from Parents may be used to make an appeal to them. It may also be disclosed to organisations that assist in the College's fundraising activities solely for that purpose. The College will not disclose personal information to third parties for their own marketing purposes without the Parents' your consent.

On occasions information such as academic and sporting achievements, student activities and similar news is published in College newsletters, magazines, college website and on social media. Photographs of student activities such as sporting events, school camps and school excursions may be taken for publication in College newsletters and magazines and on its intranet. The College will obtain separate permissions from the students' parents prior to publication if it would like to include photographs or other identifying material in promotional material for the College or otherwise make it available to the public such as on the internet.

The College may include students' and parents' contact details in a class list and College directory.

Where the Parents provide the College with the personal information of others, such as emergency contacts, the Parents are encouraged to inform the other parties that they are disclosing that information to the College and why, that they can access that information if they wish and that the College does not usually disclose this information to third parties.

The College occasionally uses contractors to assist the school in its functions and may disclose relevant personal information to these contractors to enable them to meet their obligations.



**Catholic  
Ladies' College**