



## ENROLMENT AGREEMENT

STUDENT'S NAME: XXXX XXXX

ADDRESS: XXXXX  
XXXX

Catholic Ladies' College is pleased to offer XXXX XXXX a place at the College in Year X 2022.

Catholic Ladies' College makes the offer to the Parents for the enrolment of the Student, subject to the Enrolment Terms and Conditions

To accept the offer of enrolment for the student at the College, both Parents must:-

1. Complete and return the completed Enrolment Agreement to the College by the date outlined in the Letter of Offer.
2. Pay the Enrolment Fee of \$400 by the date specified in the Letter of Offer
3. Pay the 'once per family' \$600 Family Deposit by the date specified in the Letter of Offer

## 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. EDUCATION SERVICES

- 1.1 Catholic education is intrinsic to the mission of the Church. It is one means by which the Church fulfils its role in assisting people to discover and embrace the fullness of life in Christ. Catholic Ladies' College offers a broad, comprehensive curriculum imbued with an authentic Catholic understanding of Christ and his teaching, as well as a lived appreciation of membership of the Catholic Church.
- 1.2 Parents/guardians/carers, as the first educators of their children, enter into a partnership with the college to promote and support their daughter's education. Parents/guardians/carers must assume responsibility for maintaining this partnership by supporting the college in the provision of education to their children within the scope of the college's registration and furthering the spiritual and academic life of their children.

## 2. ENROLMENT

- 2.1 Parents/guardians/carers are required to provide particular information about their daughter during the enrolment procedure, both at the application stage and if the college offers your daughter a place. Please note that lodgement of the enrolment form does not guarantee enrolment at the college.  
If the information requested is not provided, the college may not be able to enrol your daughter.
- 2.2 To meet Catholic Ladies' College and government requirements, parents/guardians/carers will need to provide the college with a completed enrolment form including, among other things, the information listed below:
  - evidence of your daughter's date of birth (e.g. birth certificate, passport)
  - religious denomination
  - previous school reports (*if applicable*)
  - names and addresses of the child and parents/guardians/carers; telephone numbers (home, work, mobile) of parents/guardians/carers
  - names of emergency contacts and their details
  - specific residence arrangements
  - information about the language/s your daughter speaks and/or hears at home
  - nationality and/or citizenship including the visa sub-class granted upon entry to Australia (prior to citizenship being granted), where applicable
  - doctor's name and telephone number
  - medical conditions, including immunisation history
  - information on additional learning needs (e.g. whether your daughter requires additional support in relation to mobility, language, social skills development, welfare needs, challenging behaviours, adjustments to the curriculum, etc.)
  - parenting agreements or court orders, including any guardianship orders.

After lodgement of the enrolment form, college staff may need to request further information, for example in relation to any parenting orders, medical conditions or additional learning needs that have been noted on the enrolment form. In addition, it is often useful for parents/guardians/ carers to attend a meeting with college staff prior to enrolment to discuss any additional needs your daughter may have. An interpreter may be organised, if required.

- 2.3 Subject to any special exercise of discretion by the Principal, the order of priority for enrolment is detailed in the college's Enrolment Policy.

## 3. MAXIMUM AGE EXEMPTION

- 3.1 The college's enrolment policies and procedures are intended to ensure that, when enrolling students, the college is compliant with relevant Victorian and Australian government legislation. Generally a person who is aged over 5 years must not be enrolled at, or allowed to attend the college, or participate in any program or course conducted unless they:
  - have been granted an exemption by the Principal or delegate
  - fall within an exception to the maximum age requirements.
- 3.2 Approval for maximum age exemptions will only be granted in exceptional circumstances.
- 3.3 Application for maximum age exemption should be made on the *Maximum Age Exemption Application Form* and submitted to the Principal.



## 4. CHILD SAFE ENVIRONMENT

- 4.1 Catholic college communities have a moral, legal and mission-driven responsibility to create nurturing college environments where children are respected, their voices are heard, and where they are safe and feel safe.
- 4.2 Every person involved in Catholic education, including all parents/guardians/carers at our college, has a responsibility to understand the importance and specific role they play individually and collectively to ensure that the wellbeing and safety of all children is at the forefront of all they do and every decision they make.
- 4.3 The college's child safe policies, codes of conduct and practices set out the commitment to child safety, and the processes for identifying, communicating, reporting and addressing concerning behaviour and allegations of child abuse. These documents establish clear expectations for all staff and volunteers for appropriate behaviour with students in order to safeguard them against abuse.
- 4.4 The college has established human resources practices where newly recruited staff, existing staff and volunteers in the college understand the importance of child safety, are trained to minimise the risk of child abuse, and are aware of the college's relevant policies and procedures. The college also provides ongoing training, supervision and monitoring of staff to ensure that they are suitable to work with students as part of our human resources practices.
- 4.5 The college has robust, structured risk management processes that help establish and maintain a child safe environment, which involves consideration of possible broad-based risk factors across a wide range of contexts, environments, relationships and activities with which students within our college engage.
- 4.6 The college, in partnership with families, ensures children and young people are engaged and are active participants in decision-making processes, particularly those that may have an impact on their safety. This means that the views of staff, children, young people and families are taken seriously and their concerns are addressed in a just and timely manner.
- 4.7 The college's child safety policies and procedures are readily available and accessible. Further details on the Catholic education community's commitment to child safety across Victoria can be accessed at:
  - the Catholic Education Commission of Victoria Ltd child safety page [www.cecv.catholic.edu.au/Our-Schools/Child-Safety](http://www.cecv.catholic.edu.au/Our-Schools/Child-Safety)

## 5. PERIOD OF ENROLMENT

- 5.1 The enrolment of the student, once approved by the Principal of the college, commences in the entry year and continues until the completion of the last year at the college or until the student's enrolment is otherwise withdrawn or terminated.

## 6. POLICIES AND PROCEDURES

- 6.1 All of the college's policies and procedures are available on the college website. For the purposes of this agreement, a reference to the college's policies and procedures also includes processes, guidelines and any other applicable governance documentation.
- 6.2 The parents/guardians/carers must comply with and take all reasonable steps to uphold the college's policies and procedures, as introduced or amended from time to time, including those concerning or dealing with:
  - a) the care, safety and welfare of students
  - b) standards of dress, grooming and appearance
  - c) grievance and complaints
  - d) social media and the use of information, communication and technology systems
  - e) student behaviour and conduct and discipline of students
  - f) parent behaviour and conduct, including any Parent/Guardian/Carer Code of Conduct as may be published from time to time
  - g) privacy.
- 6.3 The college has absolute discretion in all of its operational and educational matters and offerings, and subject to relevant delegations to the Principal of the college.

## 7. TERMS OF ENROLMENT REGARDING ACCEPTABLE BEHAVIOUR OR CONDUCT

- 7.1 The college is a community that exemplifies the gospel values of love, forgiveness, justice and truth. The college community recognises that everyone has the right to be respected, to feel safe and be safe; and, in this regard, understands their rights and acknowledges their obligation to behave responsibly.



7.2 Every person at the college has a right to feel safe, to be happy and to learn, therefore we aim to:

- promote the values of honesty, fairness and respect for others
- acknowledge the worth of all members of the community and their right to work and learn in a positive environment
- maintain good order and harmony
- affirm cooperation as well as responsible independence in learning
- foster self-discipline and develop responsibility for one's own behaviour.

7.3 Catholic Ladies' College, in consultation with the college community wherever appropriate, will prescribe standards of dress, appearance and behaviour for the student body.

7.4 As a term of your daughter's enrolment, parents/guardians/carers agree that the student is required to comply with the college's behaviour aims and code of conduct, and to support the college in upholding prescribed standards of dress, appearance and behaviour and ensure compliance with the Code of Conduct for Students.

7.5 The parents/guardians/carers agree to be responsible for ensuring that the student is aware of all policies and procedures that apply to the student, including those relating to the student conduct and behaviour and any code of conduct for students, and to actively support the college in the implementation of such policies, procedures and codes of conduct.

7.6 The parents/guardians/carers agree to comply with any code of conduct for parents/guardians/ carers or other policy implemented by the college from time to time which sets out the college's expectations of parents/guardians/carers who have a student enrolled at the college.

7.7 The parents/guardians/carers agree that any unacceptable behaviour by a child, or significant and/or repeated behaviour by a parent, guardian or carer that, in the college's view, is unacceptable and damaging to the partnership between parent/guardian/carer and college, or otherwise in breach of the student code of conduct or the parent/guardian/carer code of conduct may result in suspension or termination of the student's enrolment.

## **8. TERMS OF ENROLMENT REGARDING CONFORMITY WITH PRINCIPLES OF THE CATHOLIC FAITH**

8.1 As a provider of Catholic education, the Principal will take into account the need for the college community to represent and comply with the doctrines, beliefs and principles of the Catholic faith when making decisions regarding matters of college administration, including enrolment. Students and families who are members of other faiths are warmly welcomed at the college. However, in appropriate circumstances the college may consider suspending enrolment, where it is necessary to do so to avoid injury to the religious sensitivities of the Catholic college community.

## **9. TERMS OF ENROLMENT REGARDING PROVISION OF ACCURATE INFORMATION**

9.1 It is vitally important that the Principal is made aware of each student's individual circumstances insofar as these may impact upon their physical, functional, emotional or educational needs, particularly where the college is required to provide additional support to the student.

9.2 Parents/guardians/carers must provide accurate and up-to-date information when completing the enrolment form and must supply the college, prior to enrolment, any additional information as may be requested, including copies of documents such as medical/specialist reports (where relevant to the child's schooling), reports from previous schools, court orders or parenting agreements. Provision of requested documentation is regarded as a condition of enrolment, and enrolment may be refused or terminated where a parent/guardian/carer has unreasonably refused to provide requested information or knowingly withheld relevant information from the college.

9.3 Where, during the course of a child's enrolment, new information becomes available that is material to the child's educational and/or safety and wellbeing needs, it is a term of the student's continuing enrolment that such information is provided to the college promptly.  
Non-provision of such information will be treated as breach of these terms and conditions of enrolment.

9.4 The provision of an inaccurate residential address or failure to provide an updated residential address for the child will also be treated as a breach of the terms of enrolment.

9.5 Any breach of the terms and conditions of enrolment regarding provision of accurate information that is not rectified upon request by the college may result in a suspension or termination of enrolment.



## 10. ENROLMENT FOR CHILDREN WITH ADDITIONAL NEEDS

- 10.1 The college welcomes parents/guardians/carers who wish to enrol a child with additional needs and will do everything possible to accommodate the child's needs, provided that an understanding has been reached between the college and parents/guardians/carers prior to enrolment regarding:
- the nature of any diagnosed or suspected medical condition/disability, or any other circumstances that are relevant to the child's additional learning needs, for example, giftedness or an experience of trauma
  - the nature of any additional assistance that is recommended or appropriate to be provided to the child. For example, medical or specialist equipment, specialist referrals, specific welfare support, modifications to the classroom environment or curriculum, aide assistance, individual education programs, behaviour support plans or other educational interventions as may be relevant
  - the individual physical, functional, emotional or educational goals that are appropriate to the child, and how the parents/guardians/carers and the college will work in partnership to achieve these goals
  - any limitations on the college's ability to provide the additional assistance requested.
- 10.2 The procedure for enrolling students with additional needs is otherwise the same as for enrolling any student.
- 10.3 As every child's educational needs can change over time, it will often be necessary for the college to review any additional assistance that is being provided to the student, in consultation with parents/guardians/carers and the child's treating medical/allied health professionals, in order to assess whether:
- the additional assistance remains necessary and/or appropriate to the student's needs
  - the additional assistance is having the anticipated positive effect on the student's individual physical, functional, emotional or educational goals.

It remains within the college's ability to continue to provide the additional assistance, given any limitations that may exist.

## 11. ASSESSMENT AND UPDATES

- 11.1 Various opportunities are provided to keep parents/guardians/carers up to date with their child's progress. Two comprehensive written reports will be provided each year and arrangements will be made for at least one interview where parents/guardians/carers can discuss their child's development with their teacher. In addition, a meeting can be arranged if there are any concerns or you wish to receive an update on progress.

## 12. DISCIPLINE

- 12.1 The college has absolute discretion to determine when student conduct warrants disciplinary action to be taken. The college may apply disciplinary measures that it deems appropriate in accordance with the college's policies and procedures, which may include:
- withdrawal of privileges
  - detention at such times as the Principal may deem appropriate
  - requiring the student to undertake additional school work during or after normal school hours
  - suspension
  - expulsion
  - such other consequences as the college considers reasonable and appropriate.
- 12.2 Any serious failure by the student to comply with the college's policies and procedures may affect the student's enrolment at the college. The student may be suspended from attending the college, their enrolment may be terminated and/or the college may charge or retain all or part of the fees, levies or charges for that term.

## 13. TERMINATION OF STUDENT'S ENROLMENT BY THE COLLEGE

- 13.1 The college reserves the right to require the parents/guardian/carer to withdraw the student from the college or to cancel the student's enrolment at any time if the college reasonably considers that:
- the student's behaviour, attitude or conduct to school work, other college activities or while attending the college is unsatisfactory
  - the student has demonstrated unsatisfactory conduct or performance, or misconduct
  - the student fails to obey the college's policies and procedures or any student code of conduct of the college



- a mutually beneficial relationship of trust and cooperation between the parents/guardians/ carers and the college or any of its staff has broken down to the extent that it adversely impacts on the college, any of its staff or the ability of the college to provide satisfactory educational services to the student
- the student's progress and performance is such that the student is not benefiting from the academic courses provided by the college
- the behaviour or conduct of the parents/guardians/carers towards the college or to any of its staff breaches any parent/guardian/carer code of conduct
- if any accounts or fees payable by the parents/guardians/carers are not paid within the college's terms of payment or within the terms of any written agreement between the college and the parents/guardians/carers permitting a later or deferred payment
- circumstances exist whereby the ongoing enrolment of the student at the college is considered to be untenable or is not in the best interests of the student or the college.

## **14. GENERAL**

- 14.1 This enrolment agreement constitutes the sole and entire agreement between the parents/guardians/carers and Catholic Ladies' College in relation to the enrolment of the student at the college.
- 14.2 The parents/guardian/carers acknowledge that Catholic Ladies' College may from time to time vary the terms and conditions of this enrolment agreement.
- 14.3 Parents/guardians/carers acknowledge that a student's enrolment at the college may be terminated in the event of a material breach of this agreement or the application of one of the college's policies and procedures necessitates or permits such termination.
- 14.4 Any warranty, representation, guarantee or other term or condition whatsoever that is not contained in this agreement is excluded and is of no force or effect.
- 14.5 The agreement is governed by the laws of the State of Victoria, Australia.

## **15. ENROLMENT FEE/ FAMILY DEPOSIT**

- 15.1 The Enrolment Fee is payable by the Parents on the signing of this Agreement.
- 15.2 The Parents acknowledge that \$200 of the Enrolment Fee will be deducted from the first annual account for fees.
- 15.3 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 Agreement.
- 15.4 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.
- 15.5 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.
- 15.6 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 15.5 and the College will not be liable to the Parents for the refund of the Family Deposit.
- 15.7 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 18.24).

## **16. CONTINUED ENROLMENT CONDITIONS**

- 16.1 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.
- 16.2 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.

- 16.3 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.
- 16.4 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.
- 16.5 The Parents agree to support the student's participation in the religious life of the College (e.g. College liturgies, retreat programs)

## **17 PARENTS' RIGHTS AND RESPONSIBILITIES**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 The Parents will immediately notify the College if they experience financial difficulties to discuss the options available.

## **18. FEES**

- 18.1 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.
- 18.2 Parents/guardians/carers are responsible for payment of all fees, levies and charges associated with the student's enrolment and attendance at the college, as contained in the college's Fees, Levies and Charges Schedule provided to parents/guardians/carers from time to time. The fees must be paid for a child to enrol and to continue enrolment at the college. The college has discretion over whether to allow a student to participate in optional or extracurricular school events, such as paid college excursions or extracurricular activities, while fees remain due and payable.
- 18.3 The Tuition Fee covers costs of tuition equipment and access to services as set out in the annual, Summary of College Fees and Charges.
- 18.4 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.
- 18.5 Fees for private music lessons are charged per semester and payable in advance by credit or debit card only.
- 18.6 The Tuition Fee is billed annually in advance.
- 18.7 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
- 18.8 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.
- 18.9 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.

- 18.10 Payment arrangements will remain in place for the duration of the student's education unless otherwise agreed.
- 18.11 Where the Parents do not request to pay by instalments as set out in clause 18.9, the account is payable in full by 28 February in accordance with clause 18.8 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.
- 18.12 Where special circumstances exist, alternative payment plans, and extensions of time may be negotiated with the College Business Manager.
- 18.13 The College reserves the right to nominate the payment method for the collection of any additional fees charged.
- 18.14 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 17.3, 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.
- 18.15 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.
- 18.16 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 agreement with a replacement person who accepts the financial responsibility for the payment of future Fees.
- 18.17 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.
- 18.18 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.
- 18.19 Notwithstanding clause 18.16 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.
- 18.20 If the student is dismissed from the College under clause 16.2 and 16.3 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.
- 18.21 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.
- 18.22 No refund is payable where the Student's enrolment is cancelled for any of the reasons set out in clause 21.1.1.c to 21.1.1.f or failure of the student to maintain satisfactory course progress or attendance.
- 18.23 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.
- 18.24 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.
- 18.25 There is a Grounds Levy (per family) which is credited in full to fee accounts if the family is represented at two (2) Working Bees/BBQs during one single academic year

## 19 NON-PAYMENT OF FEES

- 19.1 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



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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.

- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 Where an enrolment has been terminated reinstatement of the enrolment agreement will be at the discretion of the Principal.
- 19.8 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.
- 19.9 The quantum of annual fee reduction is subject to the discretion of the Principal whose decision is final.
- 19.10 Applications for concession and resulting arrangements are subject to mutual obligations of confidentiality.
- 19.11 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.

## 20 WITHDRAWAL (TEMPORARY OR PERMANENT) OF CHILDREN

- 20.1 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:
  - 20.1.1 Student Fees - Tuition Fees are payable until the end of the week in which the student leaves the College
  - 20.1.2 Private Music Lessons (if applicable) are payable until the end of the term
  - 20.1.3 Subject levies and Booklist items are not subject to credit.
  - 20.1.4 Extra subject fees, for example, courses offered by external providers, cannot be refunded unless a corresponding credit is issued by the provider.
- 20.2 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.
- 20.3 Parents may apply to the Principal for exemption from the provision of one term's notice in certain circumstances (pastoral reasons).
- 20.4 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.
- 20.5 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.

## 21. TERMINATION

- 21.1 The College may terminate this Agreement and cancel the enrolment of a Student upon provision of 7 days written notice if:



- 21.1.1 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.

21.1.2 in its absolute discretion the College considers it appropriate to do so.

## 22. SECURITY FOR PAYMENT OF FEES

22.1 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.

22.2 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 22.1 and its subsequent discharge or costs incurred in protecting or exercising its rights in respect of the security hereby given.

## 23 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.

## 24 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.

## 25 GENERAL MEDICAL CONSENT

25.1 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.

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

25.3 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

## 26. 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



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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.

### ACCEPTANCE DECLARATION

- By signing this Enrolment Agreement, I acknowledge that I enter into an agreement with Catholic Ladies' College and I understand and accept the terms and conditions of enrolment as set out in this Enrolment Agreement. I agree that there are certain expectations, obligations and guarantees required of parents/guardians/carers of the college's students, so that a harmonious relationship may be established.
- I accept the offer of enrolment of my daughter at the college in the entry year and entry level noted in the enrolment application form.
- I will support and abide by all Catholic Ladies' College policies and procedures (including processes, guidelines and other governance documentation), as amended from time to time, in relation to programs of studies, sports, pastoral care, college uniform, acceptable behaviour, child safety, discipline and general operations of the college.



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- I will ensure that the information I have provided is kept up-to-date throughout the period of enrolment and I will notify the college promptly of any changes to that information (e.g. change of residential address, changes to parenting orders).
- I am jointly liable and will pay the college fees and levies for my daughter and also pay any variation or increase of fees and levies as required by the college, or I will otherwise notify the college immediately if I am experiencing financial difficulties.
- I will support my daughter's participation in the religious life of the college (e.g. school liturgies, retreat programs).
- I will attend parent/teacher and information evenings which relate to my daughter.
- In the event I have any concerns, I will raise them initially with the relevant teacher or the college Principal.
- I will treat all members of the college community with respect as befits a Catholic school.
- If in time of emergencies, accidents or serious illness I cannot be contacted, I give permission for the Principal (or their representative) to seek medical attention for my daughter as required (which may include transportation to the nearest hospital, medical centre or doctor by ambulance or private vehicle). I also understand that the signatories below are required to meet any costs incurred.
- As a parent/guardian/carer, I will support the vision of Catholic Ladies' College. I will work with the college to support any academic/social/behavioural needs of my daughter. I understand that the consequence of not complying with the college's policies and procedures may result in the termination of the enrolment.
- I have read and understand the Parent/Guardian/Carer Code of Conduct and agree to comply with expected parent/guardian/carer behaviour and conduct, including any Parent/Guardian/Carer Code of Conduct as may be published from time to time. This Code of Conduct can be found <https://clc.vic.edu.au/app/uploads/2020/08/Parent-Charter.pdf>
- I understand that if any misleading information has been provided, or any omission of significant information is made in the application for enrolment, acceptance will not be granted; or, if discovered after acceptance, enrolment may be withdrawn.

<b>Signature of Parent 1</b>	<b>Signature of Parent 2</b>
<b>Print name</b>	<b>Print Name</b>
<b>Address</b>	<b>Address</b>
<b>Telephone (H)</b> <b>(W)</b> <b>(M)</b>	<b>Telephone (H)</b> <b>(W)</b> <b>(M)</b>
<b>Email address</b>	<b>Email address</b>
<b>Relationship to Student</b>	<b>Relationship to Student</b>
<b>Date</b>	<b>Date</b>

Please note:

- The Parents are responsible for keeping a copy of this written agreement and receipts of any payment of fees and charges.

**Disclaimer:** Personal information will be held, used and disclosed in accordance with the Catholic Ladies' College Standard Collection Notice and Privacy Policy [www.clc.vic.edu.au](http://www.clc.vic.edu.au)



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