



## TERMS OF ENROLMENT

---

### 1. Definitions and Interpretation

- a. This enrolment agreement is governed by the law of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of that state.
- b. **'Agreement'** means this Enrolment Agreement;
- c. **'Confidential Information'** means any information of a private, confidential or secret nature concerning the School, Parent, Student, or of any person having dealings with the those parties and which comes to the School's or its personnel's knowledge during the course of or in connection with this Agreement and/or the provision of the Education Services'
- d. **'Education Services'** means the education programs, teaching programs, curriculum, extra-curricular programs and activities and all ancillary programs offered by the School to its students;
- e. **'Enrolment'** means acceptance by the School of a student under the process set out in the Enrolment Policy and upon execution of this Agreement;
- f. **'Enrolment Policy'** means the Enrolment Policy of the School as amended by the School from time to time.
- g. **'Fees'** means the fee for the Education Services set out in the School Fee Statement as amended by the School from time to time.
- h. **'Fee Paying Parents'** means both Parents nominated above unless one Parent is nominates above as the 'Fee Paying Parent' in which case only that Parent is the 'Fee Paying Parent'
- i. **'Levies'** means all levies including, but not limited to, extra-curricular levies, building levies, device levies and other levies set by the School from time to time.
- j. **'Parent(s)'** means the person or persons who:
  - i. Have legal parental responsibility for the Student (including legal guardianship); and
  - ii. Are a party to this Agreement.
- k. **'Personal Information'** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- l. **'Policies and Procedures'** means all policies and procedures, guidelines, rules and regulations of the School as amended by the School from time to time. Policies and Procedures can be accessed via the School website.
- m. **'Principal'** means any designated appointee who is for the time being performing the duties or exercising the authority of the Principal of the School.

- n. **'Student'** means the Student nominated in this Agreement as enrolled at the School subject to, and in accordance with, the Terms of Enrolment of this Agreement.
- o. **'The School'** means St Columba's Primary School;
- p. In the interpretation of this agreement:
  - i. References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
  - ii. Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
  - iii. Grammatical forms of defined words or phrases have corresponding meanings;
  - iv. Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
  - v. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
  - vi. If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
  - vii. References to a party are intended to bind their executors, administrators and permitted transferees; and
- q. Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## **2. School Obligations**

- a. The School will be responsible for the care of the Student on School grounds or at events and excursions sanctioned by the School on usual School days between 8:30 am and 3:30 pm. Parents are responsible for the supervision and safety of the Student outside of these hours.
- b. The School will endeavour to educate the Student with due care and skill, acting in the best interests of the Student individually where possible, and the student body generally.
- c. The School will use its best endeavours to provide all students with an environment that is safe, compassionate, caring and fosters their individual growth.
- d. The School will ensure that School Policies and rules are accessible to the Student and to Parents via the School website.

## **3. Parent Responsibilities**

- a. The Parents will, at all material times:
  - i. Ensure that the Student attends the School on every school day for the educational program in which they are enrolled;
  - ii. Attend parent-teacher interviews and other meetings desired or required by the School;
  - iii. Communicate with the School in a manner that is respectful and facilitates a relationship of mutual trust between the Parent, Student and the School;
  - iv. Support the School and its staff in their efforts to educate the Student including any reasonable disciplinary steps taken by the School;

- v. Ensure the School is aware of all relevant medical and personal information to enable it to educate and care for the Student, including keeping the School informed of any changes to that information;
- vi. Comply with the requirements and expectations set out in the Parent Code of Conduct; and
- vii. Comply with all relevant policies and rules set by the School to ensure that the Student is able to take full advantage of the education offered by the School;
- viii. Encourage and teach the Student to be a positive and cooperative member of the School Community.

#### **4. Student Responsibilities**

- a. At all times during the Term of this Agreement, the Student will:
  - i. Attend the School on every school day for the educational program in which he or she is enrolled;
  - ii. Follow established School and classroom rules, and behave in a way that does not pose a risk to the safety, wellbeing or reputation of the School or any member of the School community;
  - iii. Communicate with the staff, students and other members of the School community in a manner that is mature, respectful and honest;
  - iv. Comply with School Policies and rules;
  - v. Accept and comply with any and all reasonable behavioural management processes applied for breach of School policies and rules.

#### **5. Fees**

- a. The School sets annual tuition fees and levies for its educational program before the commencement of the year to which the fees apply.
- b. Payment of School fees made be made in full, in 3 annual instalments or by monthly direct debit, at the discretion of the parent.
  - i. Parents may also make alternate arrangements with the School for the payment of fees on terms that the Principal deems appropriate.
- c. In entering into this Agreement, you agree to pay fees and levies as set by the School each year and as set out in the Fee Schedule. You understand that failure to pay fees impacts upon the School's ability to meet its financial commitments.
- d. Any other arrangement you make with other personal who agree to make payment of fees and levies set by the School on behalf of the Student is between you and the other person.
- e. Subject to Court orders to the contrary, Parents are jointly and severally liable for the payment of School fees and levies.
- f. In the event of default of fee payments and failure to enter into an agreed arrangement with the School, the School may refer the matter to a debt collection agency and/or law firm for collection. Any fees incurred by the School in taking this action may be added to the account payable by the Parent.

#### **6. Communication**

- a. Parents are required to keep the School informed of their current contact and other relevant details, and must give notice of a change in details as soon as reasonably practicable. Relevant details includes, without limitation:

- i. Changes to family circumstances which the School would reasonably expect to know;
  - ii. Changes or additions to any relevant information including medical information and information required to assist the School to educate the Student and care for them generally;
  - iii. Changes to the address and addresses, phone numbers, and email addresses or other contact details of all Parents;
  - iv. Relevant Court orders, including family orders or domestic violence protection orders, which deal with parental responsibility for the Student, the education of the Student, or otherwise limits the communication which one parent or other person has with the Student.
- b. All communications with the School must be in a manner that is respectful and facilitates a relationship of mutual trust between the Parent, Student and the School;
- c. Parents are to make use of the School's nominated formal communication channels when communicating with the School.
- d. Where communication is to be with the entire School community or with identifiable sections of the School community, the School may communicate through the School website, via email, via social media or via the School newsletter.

#### **7. Consent from Parents**

- a. The communication, direction, information or instruction given by one Parent to the School will be taken to have been given on behalf of all Parents unless:
  - i. it is made clear to the School that the Parents are not in agreement; or
  - ii. Court orders apply to the contrary.
- b. Where a Court order provides that one Parent has sole parental responsibility for making decisions in relation to educational matters, the School will act only on that Parent's direction.
- c. In the event of any medical or other emergency arising in which the School considers it impossible or impracticable to communicate with the Parents, the School will take all reasonable care for the Student and may do such things that the School considers necessary or expedient for the health and welfare of the Student.
- d. In providing any care, medical or dental attention or treatment contemplated by clause 7.c., the School will not be responsible for, and the Parents agree to indemnify the School in respect of any claims for, the costs of any medical or dental attention or treatment administered to the Student and/or any claims directly or indirectly resulting from any act or omission of any medical or dental practitioner or medical officer attending to or treating the Student, including attention provided at the School sick bay.

#### **8. Risk & Insurance**

- a. The School discourages the Student from bringing personal property to the School which is not necessary for the education of the Student.
- b. The Parents agree that the School accepts no liability for loss or damage to Student property.
- c. Subject to the Internet Use and School Devices Policy, the School does not provide insurance for any Student property.
- d. The Parents agree that it is the Parents responsibility to take out insurance for Student property if desired.

- e. The School is not liable for loss or damage to property belonging to a student of any description and howsoever caused.

## **9. Discipline**

- a. The School has a high expectation of the behaviour and discipline, conduct, effort in class and general demeanour of the Student.
- b. The Student is required to comply with all Policies and Procedures that pertain to the Student, and that those Policies and Procedures apply to the Student's conduct whether or not that conduct is:
  - i. Related to School activities; or
  - ii. Are inside or outside the School grounds.
- c. The Parents agree that they will actively support all Policies and Procedures that pertain to Student conduct and will support the Student to comply with those Policies and Procedures.
- d. The School may make such rules, regulations, policies and procedures from time to time as it thinks fit, to be observed by the Student.
- e. The School has an absolute discretion to determine when the conduct of the Student warrants disciplinary action to be taken by the School and the School may apply disciplinary measures that the School deems appropriate in accordance with the School Policies and Procedures, including suspension and or the termination of enrolment in accordance with clause 13 as outlined in this agreement.

## **10. Photography & Recordings**

- a. The Parent consents, on behalf of the Student, to the School making, using, distributing and displaying photographic and other records of the Student for the usual purposes of the School in:
  - i. Publications;
  - ii. Website(s);
  - iii. Other online or printed mediums.
- b. The Parent agrees to the Student being identified (where appropriate) in any material listed in sub-paragraph a of this clause.
- c. The Parent agrees that the School owns the Copyright and other related intellectual property rights in all such material listed in sub-paragraph a of this clause.
- d. The Parent assigns and gives all consents (including for the purposes of the Privacy Act), permissions and waivers of any rights that the Parents and/or Student may have in the material listed in sub-paragraph a of this clause, without any fee payable to the School.

## **11. Privacy**

- a. The School collects personal information, including sensitive information about Students and Parents before and during the course of a Student's enrolment at the School. The primary purpose of collecting this information is to enable the School to provide schooling for its students.
- b. Some of the information the School collects is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care.
- c. Certain laws governing or relating to the operation of schools require that certain information be collected. These include Public Health and Child Protection laws.

- d. Health information about Students is sensitive information within the terms of the National Privacy Principles under the Privacy Act. Medical reports concerning Students are requested from time to time.
- e. The School from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes to other schools, government departments, Catholic Education Office, medical practitioners, and people providing services to the School, including specialist visiting teacher, (sports) coaches, volunteers and counsellors.
- f. If the School does not obtain the information referred to above it may not be able to enrol or continue the enrolment of the Student.
- g. Personal information collected from Students is regularly disclosed to their Parents. On occasions information such as academic and sporting achievements, student activities and other news is published in the School newsletters, magazines and on our website.
- h. Parents may seek access to personal information collected about them and their child(ren) by contacting the School. The Student may also seek access to personal information 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 School's duty of care to the Student, or where the Student has provided information in confidence.
- i. The School 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 School's fundraising activities solely for that purpose. The School will not disclose personal information to third parties for their own marketing purposes without your consent.
- j. The School may include contact details in a class list and School directory.
- k. If Parents provide the School with the personal information of others, such as doctors or emergency contacts, the School encourages Parents to inform those third parties that they are disclosing that information to the School and why, that they can access that information if they wish and that the School does not usually disclose the information to third parties.

## **12. Breach of Agreement**

- a. If the School reasonably believes that the Student or Parent has breached the terms of this Agreement, the School must give notice to the Student and/or Parent of the nature of the breach.
- b. The School has an absolute discretion to determine the appropriate course of action when the conduct of the Student or Parent is considered a serious breach of this Agreement, in accordance with the School Policies and Procedures

## **13. Termination of Enrolment**

- a. If the Parent wishes to terminate this Agreement and withdraw the Student from the School, the Parent must give the School written notice of the termination at least one month prior to the Student's final date of attendance at the School.
- b. When a Student withdraws from the School part way through a school year, an appropriate proportion of the relevant tuition fees will be charged to the Parents.
  - i. All outstanding tuition fees and levies will be billed if they have not already been paid by the Parents and must be paid in full prior to departure from the School.
- c. In extreme circumstances, the School may terminate this Agreement in the event that the conduct, behaviour or communication of a Student or Parent:

- i. Poses a significant risk to the safety and wellbeing of a student, a staff member, Principal or a member of the School community;
  - ii. Renders the relationship of mutual trust and respect between the School, the Parent and the Student untenable;
  - iii. Constitutes a repudiation of this Agreement by the Student or Parent; or
  - iv. Constitutes a serious or persistent breach of this Agreement which is, in the reasonable opinion of the School, incapable of rectification.
- d. Clauses 3, 5 and 11 will survive the termination of this Agreement.

**14. Binding Agreement**

- a. This Agreement and the Terms of Enrolment are binding upon the parties.
- b. The obligations of the Parents under this Agreement may not be delegated to a third party.

**15. Waiver**

- a. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with any or every provision of this Agreement.