

Education Enrolment Contract

This Education Enrolment Contract is made between Salesian College Sunbury (the **College**) and the below stated Parents/Guardians (**Contract**). In signing this Contract, the Parents/Guardians are accepting the College's offer of enrolment for the Student at the College, and agreeing to the terms and conditions set out in this Contract and all Policies and Procedures of the College (including but not limited to the Fees and Charges Guidelines and the Enrolment Policy).

Student Details:

Student Surname	
Student Name(s)	

Between

**SALESIAN COLLEGE SUNBURY at 1 MACEDON STREET, SUNBURY, VIC 3429
ACN 645 098 602**

AND

Parent/Guardian 1 Details

Parent/Guardian Surname
Parent/Guardian Name(s)
Residential Address
Postal Address

Parent/Guardian 2 Details

Parent/Guardian Surname
Parent/Guardian Name(s)
Residential Address
Postal Address

This Contract must be signed by all persons that have parental and/or legal guardianship responsibility for the Student.

The terms and conditions contained within this Contract are a legally binding between the Parents/Guardians and the College. By signing below, the Parents/Guardians acknowledge that they have read and understood the Contract and they accept and agree to comply with the terms and conditions contained within this Contract.

Parent/ Guardian 1 Signature

SIGNATURE

DATE

Parent/ Guardian 2 Signature

SIGNATURE

DATE

If only one Parent/Guardian is to have sole responsibility for paying all Education Fees, that Parent/Guardian must be nominated below. Otherwise, both Parent/Guardian 1 and Parent/Guardian 2 will have joint and several liability for all Education Fees.

Fee Paying Parent/Guardian

SURNAME

FIRST NAME

SURNAME

FIRST NAME

DATE

If your family or fee payer circumstances change during the period of the Student's enrolment at the College, a new education enrolment contract will need to be executed between the parties. Otherwise, this Contract will continue to operate until varied in accordance with its terms or replaced by another duly executed education enrolment contract.

If you have any queries regarding this Contract, please phone the Office Manager on 9744-0000 before signing this Contract.

Please lodge online this signed Contract to: enrolment@scr.vic.edu.au

Signed by the College authorised representative:

SIGNATURE

DATE

CONDITIONS OF EDUCATION ENROLMENT CONTRACT

1. Definitions

- 1.1** "Contract" means this Education Enrolment Contract.
- 1.2** "Education Fees" means Education Fees for the Education Services as defined within the Fees and Charges Guidelines of the College as amended by the College from time to time.
- 1.3** "Education Services" means the education programs, teaching programs, curriculum, extra-curricular programs and activities and all ancillary programs offered by the College to its students.
- 1.4** "Enrolled" means the period of time during which the Student remains a student at the College under this Contract.
- 1.5** "Enrolment Policy" means the Enrolment Policy of the College as amended by the College from time to time.
- 1.6** "Fee Paying Parents/Guardians" means both Parent/Guardian 1 and Parent/Guardian 2 (as named in this Contract) unless one Parent/Guardian is nominated in this Contract as the 'Fee Paying Parent/Guardian' in which case only that Parent/Guardian is the "Fee Paying Parents/Guardians".
- 1.7** "Fees and Charges Guidelines" means the Fees and Charges Guidelines of the College as amended by the College from time to time.
- 1.8** "Levies" means all levies including, but not limited to, the ICT Levy and the Building Levy as defined in the Fees and Charges Guidelines.
- 1.9** "Parents/Guardians" means the person or persons who:
- a) have legal parental responsibility for the Student (including legal guardianship); and
 - b) are a party to this Contract.
- 1.10** "Policies and Procedures" means all policies and procedures, guidelines, codes of conduct or charter, rules and regulations of the College as amended by the College from time to time. Policies and Procedures can be viewed at the College website at www.salesiansunbury.vic.edu.au and the Student Learning System www.schoolbox.scr.vic.edu.au
- 1.11** "Principal" means any designated appointee who is for the time being performing the duties or exercising the authority of the Principal of the College.
- 1.12** "Salesian College Sunbury" or "The College" means Salesian College Sunbury ACN 645 098 602, 1 Macedon Street, Sunbury in the State of Victoria 3429.
- 1.13** "Student" means the Student nominated in this Contract as Enrolled at the College subject to, and in accordance with, this Contract.

2. Introduction

- 2.1** The College offers a holistic education inspired by the spirituality and educational principles of St John Bosco and is delivered in a safe and caring community.
- 2.2** The Parents/Guardians and Student have agreed to undertake the education at the College and the College has agreed to provide the education on the terms and conditions set out in this Agreement.

- 2.3** This Contract continues to apply for the duration of the Student's enrolment at the College, unless varied in accordance with its terms or lawfully replaced by another education enrolment contract, and forms a legally binding contract between the Parents/Guardians and the College.
- 2.4** Any right, entitlement, obligation of or action required by the College under the Contract may be exercised by the Principal and/or the College Board (whichever is deemed appropriate by the College) on behalf of the College.
- 2.5** At all times the College reserves the right, subject to legal requirements, to select the students who attend the College according to the Enrolment Policy, or other relevant Policies and Procedures, as varied from time to time. The College may, in its absolute discretion, reject an application for enrolment.
- 2.6** Parents/Guardians must ensure that the College's records in relation to the Student are correct and up to date and, accordingly, must advise the College as soon as possible of any changes to the Student's records, including the Student's or the Parents/Guardians' contact information, for the duration of the student's time at the College.

3. College Governance

- 3.1** The College is a company limited by guarantee governed by a board of directors on behalf of the Salesians of Don Bosco.
- 3.2** The College's Board is responsible for governance matters including compliance with the College's Constitution, adherence to the Salesian charism, strategic direction, risk management and stewardship of resources.
- 3.3** The Principal of the College is responsible to the Board for the leadership, stewardship and management of the College and the education, care and welfare of the students and staff.
- 3.4** The Parents/Guardians agree that he/she has read and understood the current relevant Policies and Procedures of the College (including any parent charter or parent code of conduct), in particular the Fees and Charges Guidelines and the Enrolment Policy.
- 3.5** The Parents/Guardians agree that he/she will comply with the Policies and Procedures (including any parent charter or parent code of conduct) as amended and/or added to by the College from time to time.
- 3.6** The Parents/Guardians agree that the College has absolute discretion in all of its operational and educational matters and offerings, including but not limited to curriculum and courses offered by the College, and that the Parents/Guardians accept and comply with those decisions.

4. Parents/Guardians Conduct

- 4.1** The Parents/Guardians agree that they will support the implementation of Policies and Procedures by the College which includes, but not limited to, Policies and Procedures relating to:
 - a) the care, safety and welfare of students;
 - b) uniforms, standards of dress, grooming and appearance;
 - c) student and parent/guardian conduct and student attendance;
 - d) grievance and complaints
 - e) social media and the use of information, communication and technology systems;

- f) discipline of students;
 - g) parent behaviour and conduct, including any parent charter or parent code of conduct as may be published from time to time; and
 - h) privacy.
- 4.2** The Parents/Guardians will take responsibility to ensure the Student and the Parents/Guardians will uphold the reputation of the College which includes, but is not limited to, the prevention of what the College would deem as inappropriate references or images, whether or not related to the College or members of the College community, being uploaded, distributed or displayed on the internet, social media or other mediums.
- 4.3** Parents/Guardians must behave in such a manner that the image of the College is not negatively affected or brought into disrepute and to treat and deal with the College's employees, representatives, other parents and students with respect and consideration.

5. College's Responsibilities

- 5.1** The College will be responsible for the care of the Student on College grounds during school hours on scheduled school days or at events and excursions sanctioned by the College. Parents are responsible for the supervision and safety of the Student outside of these hours.
- 5.2** The College aspires 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.
- 5.3** The College does not guarantee that the Student will achieve a specific level of academic achievement but will provide every reasonable opportunity to the Student to achieve their best potential.
- 5.4** The College aspires to provide all students with an environment that is safe, compassionate, caring and fosters their individual growth.
- 5.5** The College, at all times, will determine the curriculum and co-curriculum, including which activities are compulsory. The College may also set any performance expectations or pre-requisites for study in any part of the curriculum or co-curriculum that it determines reasonable.
- 5.6** The College will ensure that the Policies and Procedures are accessible to the Student and to Parents via the College website and/or Student Learning System.

6. Parents/Guardians' Responsibilities

- 6.1** The Parents/Guardians agree that all persons that have parental and/or legal guardianship responsibility for the Student must sign this Contract unless one of those persons can demonstrate in writing, either by evidence of a court order or other sufficient documentary evidence, to the satisfaction of the Principal, that they have sole legal responsibility for:
- a) the education and enrolment of the Student; and
 - b) payment of all Education Fees.
- 6.2** The Parents/Guardians agree that the College may provide information relating to the Student's education and enrolment, including but not limited to, reports, newsletters and information regarding College activities, to all persons who have legal parental responsibility or guardianship for the Student, whether or not those persons have signed this Contract, unless documentary evidence stating otherwise, that is of satisfaction of the Principal, is provided to the College. The

College may provide such information to any one of those persons if both Parents/Guardians provide the same postal address in this Contract.

6.3 The Parents/Guardians agree that they will be responsible for any loss, damage or liability incurred by the College arising in connection with any failure by the Student to comply with Policies and Procedures.

6.4 The Parents/Guardians will, at all times:

- a) ensure that the Student attends the College on every school day for the educational program in which they are Enrolled;
- b) encourage the Student to participate to the best of the Student's ability in all curricular and extra-curricular opportunities at the College;
- c) facilitate the Student participating in mandatory College activities including, but not limited to, masses, camps, excursions, curricular and co-curricular activities;
- d) ensure that the Student participates respectfully in Catholic and religious education programs, classes and celebrations, regardless of their own faith background;
- e) provide the Student with all necessary resources, books, stationery items, uniforms and equipment that is required for them to be able to participate in and benefit from the education offered by the College;
- f) ensure that the Student attends the College dressed in accordance with the college uniform policy unless exceptional circumstances apply;
- g) attend student-led learning conferences, parent-teacher interviews and other meetings desired or required by the College;
- h) communicate with the College in a manner that is respectful and facilitates a relationship of mutual trust between the Parent, Student and the College;
- i) support the College and its staff in their efforts to educate the Student including any disciplinary steps taken by the College as set out in the College Student Behaviour Policy and Procedure;
- j) ensure the College is aware of all relevant medical and personal information to enable it to educate and care for the Student, including keeping the College informed of any changes to that information;
- k) comply with the requirements and expectations set out in the Parent Code of Conduct; and
- l) comply with all Policies and Procedures, including processes, guidelines and rules set by the College (as introduced or amended from time to time) to ensure that the Student is able to take full advantage of the education offered by the College.

6.5 The Parents/Guardians agree to support, to the best of their ability, functions organised by the College.

7. Terms of enrolment regarding provision of accurate information

7.1 It is vitally important that the Principal is made aware of each child'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 child.

7.2 Parents and guardians must provide accurate and up-to-date information when

completing an 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 has unreasonably refused to provide requested information or knowingly withheld relevant information from the College.

7.3 Parents/Guardians must divulge, with appropriate documentation, and on an ongoing basis:

- a) all relevant details regarding medical conditions, physical impairment, mental impairment or other conditions that may impact upon the College's ability to properly care for the Student, and to enable consideration of any reasonable adjustments and facilities that may be required, subject to legal requirements. Such information must be based on all current information available to the Parents/Guardians at the relevant time.
- b) information on additional learning needs (e.g. whether the Student requires additional support in relation to mobility, language, social skills development, welfare needs, challenging behaviours, adjustments to the curriculum, etc.)

7.4 Where, during the course of a child's enrolment, new information becomes available that is material to the child's educational and/or safety/wellbeing needs (including any information at clause 7.3 above), it is a term of the child's continuing enrolment that such information is provided to the College promptly. Non-provision of such information will be treated as breach of the Contract.

7.5 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.

7.6 Any breach of the provisions of the Contract regarding provision of accurate information that is not rectified upon request by the College may result in a suspension or termination of enrolment.

7.7 The Parents/Guardians acknowledge that if the College does not obtain the information referred to above, the College may not be able to enrol or continue the enrolment of the Student (and thereby may terminate the enrolment of the Student at the College or withdraw an offer of enrolment).

8. Enrolment for children with additional needs

8.1 The College welcomes parents/guardians 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 prior to enrolment regarding:

- a) 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)
- b) the nature of any additional assistance that is recommended/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)

- c) the individual physical, functional, emotional or educational goals that are appropriate to the child, and how the parents/guardians and the College will work in partnership to achieve these goals
- d) any limitations on the College's ability to provide the additional assistance requested.

8.2 The procedure for enrolling students with additional needs is otherwise the same as for enrolling any student.

8.3 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 child, in consultation with parents/guardians and the child's treating medical/allied health professionals, in order to assess whether:

- a) the additional assistance remains necessary and/or appropriate to the child's needs
- b) the additional assistance is having the anticipated positive effect on the child's individual physical, functional, emotional or educational goals
- c) it remains within the College's ability to continue to provide the additional assistance, given any limitations that may exist.

9. Student Responsibilities

9.1 The Student will:

- a) attend the College on every school day for the educational program in which the Student is Enrolled;
- b) take full advantage of the curricular and co-curricular opportunities offered by the College;
- c) participate in mandatory College activities including, but not limited to, masses, camps, excursions, assemblies, curricular and co-curricular activities which are
- d) designed to enrich and extend their education;
- e) Participate respectfully in Catholic and religious education programs, classes and celebrations, regardless of their own faith background;
- f) maintain in neat and functional condition all necessary resources, books, stationery items, uniforms and equipment required for participation in the education offered by the College;
- g) exercise appropriate self-discipline, follow established College and classroom rules, and behave in a way that does not impact the learning of others or bring dishonour or disgrace to the College;
- h) communicate with the staff, students and other members of the College community in a manner that is respectful and facilitates a relationship of mutual trust;
- i) comply with College Policies and Procedures, including processes, guidelines and rules (as introduced or amended from time to time);
- j) meet the expectations of the College regarding uniform and personal appearance;
- k) accept and comply with any and all reasonable behavioural management processes applied for breach of College policies and rules.

10. Fees

- 10.1** A confirmation of offer fee is payable by the Parents/Guardians at the time of executing this Contract (**Fee**). The Fee is non-refundable.
- 10.2** Subject to clause 10.3 of this Contract, the Fee Paying Parents/Guardians are jointly and severally liable for payment of all Education Fees associated with the Student's enrolment and attendance at the College.
- 10.3** The College and the Parents/Guardians may agree that only the Parent/Guardian nominated as the "Fee Paying Parent/Guardian" on page 2 of this Contract is responsible for payment of Education Fees. However, both Parents/Guardians agree and acknowledge that all other obligations under this Contract apply to both Parents/Guardians jointly and severally.
- 10.4** The Parents/Guardians agree that all Education Fees apply for the period that the Student is Enrolled at the College and that period includes any period in which the Student is absent from the College for any reason.
- 10.5** The Fee Paying Parents/Guardians agree to pay all Education Fees as set out in the Fee Schedule (as amended from time to time), when due, and in full and as notified by the College to the Fee Paying Parents/Guardians in writing from time to time.
- 10.6** The Parents/Guardians acknowledge, and agree to be bound by, all conditions of enrolment as set out in the Enrolment Policy and all conditions as set out in the Education Fees Policy including those conditions which nominate any part of the Education Fees as non-refundable.
- 10.7** The Parents/Guardians agree that the College may amend the Education Fees annually, or at any other time, to reflect inflation, increased capital outlay and other costs incurred in the operation of the College, or for any other reason at the College's discretion.
- 10.8** The College reserves the right, which may be exercised at any time, to refuse to allow the Student to continue their education at the College, and to cancel the Student's enrolment, while any Education Fees remain unpaid. Only in exceptional circumstances, at the sole discretion of the College, will the Student be allowed to enter a new term if any Education Fees are unpaid.
- 10.9** If any Education Fees are overdue, the College may charge the Fee Paying Parents/Guardians interest and any reasonable administration costs incurred by the College in respect of managing the unpaid Fees and Charges.
- 10.10** Any agreement or act by the College not to strictly enforce the terms under this Contract in relation to Education Fees does not constitute a waiver of its rights to require the Student to be withdrawn from the College and to cancel the Student's enrolment.
- 10.11** Allegations or bullying or instances of bullying towards the Student (or other behaviours) will not discharge any obligation of the Fee Paying Parents/Guardians to pay the Education Fees.
- 10.12** The Principal is authorised by the College to take such steps as they consider necessary, including legal proceedings, on behalf of the College, to recover unpaid Education Fees.
- 10.13** Parents/Guardians will also indemnify the College for any costs associated in the recovery of unpaid Education Fees.
- 10.14** The College has discretion whether to allow a child to participate in optional or extracurricular school events, such as paid school excursions or extracurricular

activities, while Education Fees remain due and payable.

11. Discipline

- 11.1** The Parents/Guardians agree that the Student is required to comply with all Policies and Procedures that pertain to Students, and that those Policies and Procedures apply to Student conduct whether or not that conduct is:
- a) related to College activities; or
 - b) inside or outside the College campuses or inside or outside of normal College hours.
- 11.2** The Parents/Guardians 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.
- 11.3** The Parents/Guardians acknowledge that the College has absolute discretion to determine when the Student's conduct warrants disciplinary action to be taken by the College and that the College may apply disciplinary measures that the College deems appropriate.
- 11.4** The College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to suspend the Student from the College or to terminate the Student's enrolment at the College, or to charge or retain all or part of the Education Fees for the relevant school term, on the grounds of unsatisfactory conduct or performance, failure to obey the College rules, Procedures and Policies, failure of Parents/Guardians to comply with the terms of this Contract, or for any other reason.
- 11.5** Where it is considered lawful and necessary, the College may authorise an appropriate College staff member to conduct a search of any of the Student's private belongings that have been brought onto the College's premises or to a College function or activity, including his/her College bag or locker, and may authorise a search of the Student's person or direct that his/her pockets or clothing be emptied.

12. Liability and Indemnity

- 12.1** Parents will indemnify and keep indemnified the College against any loss or damage caused by any failure of the Student to observe the College Policies, rules or codes of behaviour.
- 12.2** Without limitation, the indemnity set out in clause a extends to the College's liability to third parties.
- 12.3** To the extent permitted by law, the College, its Principal, employees, sub-contractors, and agents shall not in any circumstances (including for negligence) be liable to the Parents or Student for any Loss whether arising in contract, tort (including negligence) or otherwise, in connection with this Agreement or the provision of the Educational Services, and the Parents and Student hereby releases and forever discharges the College, its Principal, employees, sub-contractors, and agents from all claims which the Parents now have, at any time had, may have, or but for this Agreement, could or might have had, against the College in connection with this Agreement or the provision of the Educational Services.

13. Consent from Parents/Guardians

The Parents/Guardians agree that the College may act upon the instruction, direction or authority of either Parent/Guardian, and may contact either Parent/Guardian, in regard to any issue regarding the Student without obtaining the consent of both

Parents/Guardians unless, and to the satisfaction of the Principal:

- a) a written consent to do otherwise is provided by both Parents/Guardians; or
- b) a relevant court order is provided to the College.

14. Consent from Parents/Guardians in event of emergency

- 14.1** In the event of an emergency, including any medical emergency, pertaining the Student, if the College is unable to contact either Parent/Guardian, or if the College considers it impractical to do so, the Parents/Guardians agree that the College may take such action and do such things as the College considers necessary or expedient for the health or welfare of the Student.
- 14.2** The Parents/Guardians agree to indemnify the College in respect of any claims, costs or expenses that the College incurs as a result of the College taking any action under to clause 14.1 of this Contract (including, but not limited to, the cost of ambulance transport.
- 14.3** The Parents/Guardians acknowledge that any subsequent medical consent requested 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.

15. Student Activities

- 15.1** The Parents/Guardians agree that the Student will participate, to the required levels, in the College activities programmes.
- 15.2** The Parents/Guardians consent to the Student attending and participating in the College excursions, during school hours in accordance with the College curriculum.
- 15.3** The Parents/Guardians consent to the College transporting the Student for any College- related purpose.

16. Risk and Insurance

- 16.1** The Parents/Guardians agree that the College accepts no liability for loss or damage to Student property.
- 16.2** The College does not provide:
 - a) insurance for any Student property;
 - b) health insurance for Students.
- 16.3** The College provides limited personal accident insurance for the Student, and any such insurance may be varied, cancelled or not renewed at the absolute discretion of the College.
- 16.4** The Parents/Guardians agree that it is their responsibility to take out appropriate insurances for the Student if desired by the Parents/Guardians.

17. Photography and Recordings

- 17.1** Unless agreed otherwise in writing, the Parents/Guardians consent to the College making, using, distributing and displaying photographic and other recordings of the Student for the usual purposes of the College in:
 - a) publications;
 - b) website(s);
 - c) other online platforms; or
 - d) printed or other mediums.

- 17.2** The Parents/Guardians and the Student agree to the Student being identified (where appropriate) in any material listed in Clause 17.1.
- 17.3** The Parents/Guardians and the Student agree that the College owns the copyright in all such material listed in Clause 17.1.
- 17.4** The Parents/Guardians and the Student assign and give all consents (including for the purposes of the *Privacy Act 1988* (Cth)), permissions and waivers of any rights that the Parents/Guardians and/or the Student may have in the material listed in Clause 17.1, without any fee payable, to the College.
- 17.5** Unless recording a school performance as a memento, the Parents/Guardians agree to refrain from recording any conversation or activity (by way of audio or video) in relation to the business of Salesian College Sunbury, even if the Parents/Guardians are a party to that conversation or activity. By signing this Contract, the Parents/Guardians agree to strictly abide by this prohibition. For the avoidance of doubt, this prohibition extends to photography.

18. Withdrawal of Student from the College

- 18.1** Written notice from the Parents/Guardians, using a properly completed Exit Notification form, must be provided to the College if the Parents wish to terminate the Student's enrolment with the College.
- 18.2** Subject to clause 18.5 below, the Parents/Guardians must give one full term's written notice that they wish to terminate the Student's enrolment with the College (and thereby withdraw the Student from the College).
- 18.3** Parents/Guardians acknowledge that, due to the ongoing nature of the Student's enrolment, the College commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections, and that therefore the College's requirements for a full term's notice of withdrawal from the College is reasonable.
- 18.4** The Parents/Guardians agree that if clauses 18.1 and 18.2 of the Contract are not complied with:
 - a) the College will not issue an official transfer note in relation to the Student until such time as the College deems all administrative requirements relating to the withdrawal of the Student has been dealt with; and
 - b) the Fee Paying Parents/Guardians will be charged Education Fees for the period that the Student is Enrolled at the College and Education Fees for the following full term. If the Parents/Guardians provide some notice (and complete the Exit Notification Form), then the Fee Paying Parents/Guardians will only be liable for the Education Fees for the balance of the notice period not provided.
 - c) The Parents/Guardian acknowledge that the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the College, on the basis of the difficulty for the College to fill a vacant place of enrolment at short notice, with this difficulty increasing the closer a student is withdrawn to the commencement of, or during a new school year.
- 18.5** Should the College increase Education Fees or amend or vary these terms and conditions in a substantial manner being an increase, variation or amendment which the Parents/Guardians feel they cannot accept, the Parents/Guardians can withdraw the Student from the College and terminate the enrolment and the obligation to give a term's notice of the intended withdrawal is waived, provided that the Parents/Guardians provide written notice of the intended withdrawal:

- a) within 30 days of the date of notification to the Parents/Guardians of the increase in Education Fees and within 60 days of the date of notification to the Parents of the variation or amendment to the enrolment term and conditions; and
 - b) stating that the increase, variation or amendment is unacceptable.
- 18.6** The Parents/Guardians agree that under no circumstance are levies refundable.
- 18.7** If Education Fees remain outstanding when the Student's enrolment with the College is terminated, the Fee Paying Parents/Guardians will have 7 days to make payment in full or enter into a payment arrangement that is agreed to, in writing, by the College.
- 18.8** If the Student intends not to attend the College for a period of one term or more, the Parents/Guardians must make an application for the period of leave as soon as possible. The College will advise the Parents/Guardians in relation to whether or not the application for leave is approved. If the period of leave is not approved and the Student nevertheless takes the period of leave:
- a) the Student will not have an automatic right to return to the College and the College is not obliged to maintain or hold the Student's enrolment; and
 - b) any Education Fees for that term will due and payable by the Parents/Guardians.
- 18.9** The College may in its discretion approve the application for leave, and hold the Student's enrolment open during the period of leave, on the condition that the Parents/Guardians make an advance payment of a non-refundable holding fee of not less than one term's Education Fees.
- 18.10** Where the Student is absent from school during the term because the Parents/Guardians have decided to withdraw the Student from attending school so that they may attend a holiday or for other non-College related matters, the Parents/Guardians acknowledge and agree that any exam(s) and/or assessment(s) and/or any other curriculum task(s) that fall in or around the absence will not be re-scheduled or amended in any way to take account of the absence.

19. Termination of enrolment

The College reserves the right to require the Parents to withdraw the Student from the College or to terminate this Agreement at any time of the College reasonably considers that:

- a) the Student's behaviour, attitude or conduct to school work, other school activities or while attending the College is considered unsatisfactory;
- b) on grounds of the student's unsatisfactory conduct or performance or for misconduct;
- c) the Student/Parent/Guardian fails to obey the College's Policies and Procedures, the Contract or the Code of Conduct of the College;
- d) a mutually beneficial relationship of trust and cooperation between the Parents 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;
- e) the Student's progress and performance is such that the Student is not benefiting from the academic courses provided by the College;

- f) the behaviour or conduct of the Parents towards the College or to any of its staff breaches any Parent Code of Conduct;
- g) if any accounts or fees payable by the Parents 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 permitting a later or deferred payment; or
- h) circumstances exist whereby the ongoing enrolment of the Student at the school is considered to be untenable or is not in the best interests of the Student or the College.

20. Privacy

- 20.1** The College collects personal information including sensitive information about Students and Parents/Guardians before and during the course of a Student's enrolment at the College. The primary purpose of collecting this information is to provide the education services for the Student.
- 20.2** Some of the information the College collects is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.
- 20.3** Certain laws governing or relating to the operation of schools require that certain information is collected. These laws include public health and child protection laws.
- 20.4** Health information about Students may amount to sensitive information within the Australian Privacy Principles under the *Privacy Act 1988* (Cth). The College requires Parents/Guardians to provide medical reports about Students from time to time. Student Services at the College may assess the Student in order to better understand his or her individual learning needs. Parents/Guardians will be informed of the results of such formal assessments.
- 20.5** The Principal has the ability to both request and to share information about a Student or prospective student, when it is in the best interests of the young person to share the information with a third-party under the Child Information Sharing Scheme (CISS) and the Family Violence Information Sharing Scheme (FVISS), as a confirmed Information Sharing Entity (ISE) by the Victorian Government.
 - a) If the Principal identifies a need for information sharing with a third-party, the College will speak to the Parents/Guardians first to let them know what information is going to be shared and why it is in the best interests of the young person to do so, unless the Principal believes that the young person will be put at risk by informing the Parents/Guardians.
 - b) The Principal has the ability to share information including: personal, sensitive and health information; student support services records and disclosures; enrolment and attendance records; incidents; observations; family and personal circumstances; address and contact details; professional judgements; plans and assessments; and information obtained from other sources.
- 20.6** Personal, but non-sensitive and non-confidential, information collected from Students is regularly disclosed to Parents/Guardians. On occasions information such as academic and sporting achievements, pupil activities and other news is published in the College newsletters, magazines and on our website or other mediums.
- 20.7** Parents/Guardians may seek access to personal information collected about them and the Student by contacting the Principal. Students may also seek access to personal information about themselves. 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.

20.8 From time to time the College engages in fund raising activities. Information received from Parents/Guardians may be used to make an appeal for fundraising to Parents/Guardians. The College will not disclose Parents/Guardians' personal information to third parties for their own marketing purposes without that Parents/Guardians' consent.

20.9 If Parents/Guardians provide the College with personal information of others, such as doctors or emergency contacts, the College encourages Parents/Guardians to inform those persons:

- a) that their personal information is being disclosed, or has been disclosed, to the College; and
- b) of the reasons for the disclosure; and
- c) that they can access that information; and
- d) that the College does not usually disclose that information to third parties.

20.10 Parents/Guardians acknowledge and accept the College's Privacy Policy and consent to the collection, use and disclosure of personal information and sensitive information.

21. General

21.1 This Contract constitutes the sole and entire agreement between the Parents/Guardians and the College in relation to its subject matter.

21.2 This Contract may only be varied by agreement in writing and signed by the parties.

21.3 Any warranty, representation, guarantee or other term or condition whatsoever that is not contained in this Contract is excluded and is of no force or effect.

21.4 The Contract is governed by the laws of the State of Victoria, Australia.

21.5 If a court or tribunal decides that part of this Contract is not valid or not enforceable, that part of the Contract will be modified so that it is enforceable. If that part cannot be modified, it will be severed and the rest of the Contract will continue to operate.

21.6 Parents/Guardians agree that if they provide any misleading or inaccurate information in the application for enrolment for the Student, or in any documents provided as part of that process, the College may refuse to enrol the Student or may suspend or terminate the enrolment of the Student.

22. Waiver of Rights

22.1 A single or partial exercise or waiver by a party of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.

22.2 A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

23. Child Safety

23.1 Catholic school communities have a moral, legal and mission-driven responsibility to create nurturing school environments where children are

respected, their voices are heard, and where they are safe and feel safe.

- 23.2** Every person involved in Catholic education, including all parents at the 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.
- 23.3** The College recognises its legal duty of care toward its students and that protecting students from harm and the risk of harm is fundamental to maximising their personal and academic potential. The College aspires to ensure that the welfare and best interests of the Student are the primary consideration in actions undertaken by the College and/or its representatives.
- 23.4** The College's child safe policies, codes of conduct and practices set out our 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 children in order to safeguard them against abuse.
- 23.5** The College has established recruitment of staff practices where newly recruited staff, existing staff and volunteers in our school understand the importance of child safety, are trained to minimise the risk of child abuse, and are aware of our school'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 children as part of our recruitment of staff practices.
- 23.6** 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 that children within our school engage in.
- 23.7** Our 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.
- 23.8** 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 by visiting the Victorian Catholic Authority's child safety page <https://vcea.catholic.edu.au/child-safety/>.
- 23.9** Parents/Guardians agree to assist the College in discharging its obligations under the *Child Wellbeing and Safety Act 2005* (Vic) by participating in investigations in relation to allegations of "reportable conduct", or taking any other steps to assist the College with its child safety statutory obligations, if requested to do so by the College or regulatory authority.