

ENROLMENT AGREEMENT



ST JOSEPH'S
COLLEGE MILDURA

ENRICH
INSPIRE
ACHIEVE

Student Details

Student's Name

Address

Year Level

St Joseph's College makes the offer to the parents/legal guardians for the enrolment of the student, subject to this Agreement.

To accept the offer of enrolment for the student at the college, parents/legal guardians must complete and return this completed enrolment agreement to the college by the date outlined in the Letter of Offer.

Enrolment Terms and Conditions

DEFINITIONS

"Agreement" means this Enrolment Agreement and any subsequent variations made from time to time by the Board of Mercy Education Ltd and advised in writing by the college to the parents/legal guardians.

"Application Form" means the form previously submitted to the college.

"Due Date" being the date/s by which Fees are to be paid for the current year of tuition, including the due dates for instalment payments as applicable, or as otherwise specified by the college on the fee account.

"Enrolment Fee" means the non-refundable fee as determined by the college payable by the parents/legal guardians upon application for enrolment at the college.

"Global Fees" means all global fees and amounts payable to the college and any additional charges that arise.

"Mercy Education" means Mercy Education Limited ABN 154 531 870.

"Notice Period" means the period commencing the day after the parent/legal guardian serves a written notice on the college and ending on the last day specified in that written notice, but which must be for a period of at least one term.

"Parent/Legal Guardian" means the person or persons named as parent/s, legal guardian/s or carer/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.

"the College" means St Joseph's College of 154 Twelfth Street, Mildura Vic 3500.

"Principal" is the person referred to as the Principal of the college and who is appointed to the most senior leadership position in the school.

"College Business Manager" means a senior leader in the college whose primary role is responsibility for the college's business functions, generally including financial management, financial reporting, asset management, management of support staff and occupational health and safety.

"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 and parents/legal guardians of the college, student wellbeing and management policies and fee policy as amended, and all other college policies as otherwise advised by the college from time to time.

"Student" means the student/s being enrolled and named as the student in this agreement and the application for enrolment.

DEFINITIONS CONTINUED

“**Termination Fee**” means one term’s fee payable by the parent/legal guardian if the parent/legal guardian fails to issue a written notice withdrawing the student from the college in accordance with the Notice Period.

“**Global Fee**” is the fee billed annually in advance for fees and other charges invoiced by the college, unless otherwise stated and set out in the annual Global Fee Schedule and charged per student.

“**Services**” are the educational courses or programs and the facilities and services provided by the college from time to time for the benefit of its students which are set out in more detail in the College’s Educational Services Program (which is published by the college and may be amended from time to time at the college’s discretion).

1. DISCLOSURE

- 1.1 The parent/legal guardian agrees and acknowledges that the disclosures set out in the application form are binding on the parent/legal guardian. The parent/legal guardian warrants that the disclosures are true and accurate, and that the college is entitled to rely upon that agreement and disclosure.
- 1.2 If a family makes an enrolment application to another school, personal information including health information provided during the application stage may be collected from, or shared with, the other school.

2. CONTINUED ENROLMENT CONDITIONS

- 2.1 The parent/legal guardian acknowledge(s) that it is an expressed condition of enrolment and continued enrolment that the student and the parent/legal guardian comply with the college’s policies.
- 2.2 At the discretion of the Principal, the college has the absolute right to dismiss or suspend a student or remove any student from the college grounds for any act of serious misconduct, major infringement or unacceptable behaviour committed by the student, including in relation to use of social media and electronic communications outside school hours, and for unsatisfactory attendance, conduct or performance, or failure by either the student or the parent/legal guardian to obey the college policies, the Mercy Education Code of Conduct or for any other reason considered by the Principal to be reasonable in all the circumstances.

3. PARENTS/LEGAL GUARDIANS RIGHTS AND RESPONSIBILITIES

- 3.1 The parents/legal guardians acknowledge they are jointly and individually 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/legal guardians, or any court order as between the parents/legal guardians, or any child support or other arrangements between the parents/legal guardians.
- 3.2 The parent/legal guardian must immediately notify the College Business Manager if they experience financial difficulties to discuss the options available.

4. EDUCATIONAL SERVICES

- 4.1 The student will commence at the college in the year level as set out in the schedule and continuing until completion of Year 12 or until the student’s enrolment is otherwise withdrawn or cancelled in accordance with these terms and conditions of enrolment.
- 4.2 The college will provide for the benefit of the student such of the services it considers appropriate in accordance with its curriculum as the college may determine from time to time.
- 4.3 The college will publish the services it offers from time to time in its Educational Services Program. The course offerings, together with curricular and co-curricular offerings will be determined by the college in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods and processes and other services affecting its students.
- 4.4 The parent/legal guardian acknowledges that the college does not guarantee or represent in providing the services, any particular or specific student outcome or level of achievement for the student.

5. FEES

- 5.1 The fees for each academic year will be set annually by the college and notified to the parent/legal guardian within a reasonable time thereafter. The current summary of school fees and charges is provided with this Agreement. The parent/legal guardian acknowledges that the fees are subject to annual increase at the discretion of the college.
- 5.2 The Global Fee Schedule may be varied or amended by the college from time to time in its sole discretion, which may include an increase in the fees as determined by the college. The college will publish any increase in fees well before the commencement of the next school year.
- 5.2 Fee accounts are due and payable by the Due Date.
- 5.3 Unless otherwise provided in the Global Fee Schedule or the College Fee Policy, the amount outstanding on any college account will from the due date for payment until payment is made in full accrue interest on a daily basis at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) (as amended or replaced from time to time).
- 5.4 Fee accounts will be sent to all email or other addresses provided by the parent/legal guardian, unless the college is advised otherwise by the parent/legal guardian.
- 5.5 Where the parent/legal guardian provides evidence that fees are subject to a court order, then subject to clause 3.1, the college may invoice fee accounts in accordance with the court order. This does not abrogate the parent's/legal guardian's joint and several liabilities to the college for the fees.
- 5.6 To avoid doubt, the parents/legal guardians agree to be jointly and severally liable for the payment of all fees.
- 5.7 The parent/legal guardian must give written notice to the college, in accordance with the Notice Period, that the parent/legal guardian is no longer bound by this Agreement, and that parent/legal guardian will remain liable for all the fees incurred in relation to the student for the notice period. 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.
- 5.8 The parent/legal guardian acknowledges that in instances where a student exists the college without providing one term's notice in writing or equivalent to the Admissions and Communications Manager, one term's fees will apply, as per the college fee policy (points 14.2 and 14.3). Charging of the fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the college..

6. NON-PAYMENT OF FEES

- 6.1 If the fees are not paid by the due date, the parent/legal guardian will be in default of this Agreement and all outstanding amounts will become immediately due and payable. In these circumstances interest will accrue on the reducing balance of the fees from the due date at the rate set out and amended from time to time in the Penalty Interest Rates Act 1983 (Vic). Interest may be waived at the discretion of the Principal.
- 6.2 Where fees are not paid by the due date, the student is not permitted to incur additional costs by participating in non-curriculum electives, including overseas and interstate immersions or school trips or tours, until such time as the fees are brought up to date, unless such student is permitted to join such activities at the sole discretion of the Principal. Recipients of reduced fees are not eligible to participate in such activities that incur additional costs.
- 6.3 The college may in its discretion cancel the enrolment of the student and any sibling if any fees remain unpaid after their due date.
- 6.4 Any failure, delay or indulgence of the college in favour of the parent/legal guardian in relation to the payment of any fees is not a waiver of the college's rights in respect of such payment or its rights under this Agreement.
- 6.5 Where the parent/legal guardian and the college cannot agree on satisfactory arrangements as to the payment of fees under clause 3.2, the student's enrolment may be at risk.
- 6.6 Where an enrolment has been terminated reinstatement of the Agreement will be at the discretion of the Principal.
- 6.7 The parent/legal guardian agrees that they shall be liable to the college for any and all costs incurred by the college on an indemnity basis in recovering outstanding fees by any means, including legal action.

7. WITHDRAWAL (TEMPORARY OR PERMANENT) AND ABSENCE OF CHILDREN

- 7.1 The parent/legal guardian must give written notice to the college, in accordance with the Notice Period, of the withdrawal of the student. Subject to receiving this written notice, pro-rata adjustments will be applied to the final account as follows:
- 7.1.1 Fees are payable until the end of the week in which the student leaves the college.
 - 7.1.2 Booklist items are not subject to credit.
 - 7.1.3 Extra subject costs, for example, courses offered by external providers, cannot be refunded unless a corresponding credit is used by the provider.
- 7.2 If the parent/legal guardian does not issue a written notice in accordance with the Notice Period, then the parent/legal guardian will be charged a Termination Fee, unless an exemption is granted by the Principal for pastoral reasons only. Charging of the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the college.
- 7.3 The parent/legal guardian is to provide advance written notice to the college for the 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 fee is payable to secure the enrolment. The deposit will be credited against future fees.
- 7.4 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.
- 7.5 The college may cancel the student's enrolment at any time by giving notice of such cancellation to the parent/legal guardian if the Principal reasonably considers that:
- 7.5.1 the student's behaviour, attitude or conduct while attending school is unacceptable;
 - 7.5.2 the student's school or class attendance is unacceptable;
 - 7.5.3 the student engages in misconduct or breaches a policy of the College which the Principal considers to be serious, including a breach of any student code of conduct;
 - 7.5.4 the student's academic progress or performance is such that the student will not benefit from the Services or courses or the education provided by the college;
 - 7.5.5 a mutually beneficial relationship of trust and cooperation between the parent/legal guardian on the one hand and the college or any of its staff on the other has broken down such that it adversely impacts on the ability of the college to provide a beneficial education to the student;
 - 7.5.6 the behaviour or conduct of the parent/legal guardian towards the college or to any of its staff breaches any parent code of conduct; or
 - 7.5.7 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.
- 7.6 The college may provide fee remission or concession for temporary student absences subject to the terms and conditions set out from time to time in the College Fees Schedule or other policy dealing with student absences.

8. GOVERNING LAW

- 8.1 This Agreement will be governed by the laws of the State of Victoria. All parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

9. ACCIDENTS, INJURIES, THEFT AND DAMAGE

- 9.1 The college does not accept liability for accidents, injuries, illness, theft, losses or damage in relation to the student either on or off campus or via online learning. The parent/legal guardian is responsible for obtaining 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, determined on a case-by-case basis, and subject to discussions with the College Business Manager.
- 9.2 In the event of an injury or illness to the student at school, travelling to and from the college or while taking part in an organised school activity, the parent/legal guardian authorises the college by its agents or servants, where they are unable to contact any of the parents/legal guardians or emergency contacts, or if it is otherwise impracticable to contact the parent/legal guardian, to:
- 9.2.1 administer such first aid as they may judge to be reasonably necessary;
 - 9.2.2 call an ambulance for the student; and
 - 9.2.3 in relation to medical, dental or surgical attention as may be deemed necessary by a medical practitioner, the parent/legal guardian consents to the student receiving such attention.
- 9.3 The parent/legal guardian accepts responsibility for any expenses arising from clause 9.2.
- 9.4 The parent/legal guardian acknowledges that any subsequent medical consent via electronic means or otherwise, on an individual excursion, camp, overseas tour form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

10. PRIVACY POLICY

- 10.1 The college abides by the requirements of the Privacy Act 1988 (Cth) and its amendments, and all applicable legislation and regulations relating to the collection, holding and use of health records, together with any directions or notices issued by any relevant authority or under any code of practice or compliance code.
- 10.2 St Joseph's College collects personal information, including sensitive information, about students and parents/legal guardians before and during the course of a student's enrolment at the college. Such personal information is and will be held, used and shared by the college in accordance with the college's Privacy Collection Notice and Privacy Policy (which is available for viewing on the college website), the Mercy Education's Privacy Policy (which is available for viewing on the Mercy Education website) and Mercy Education's General Terms & Conditions (which is available for viewing on the Mercy Education website) (collectively, Privacy Policy Documents). The student and the parent/legal guardian must read and abide by these Privacy Policy Documents.

11. POLICIES AND PROCEDURES

- 11.1 The parent/legal guardian will comply with and take all reasonable steps to uphold the college's policies, procedures and rules (as introduced, varied or amended from time to time) including those concerning or dealing with:
- 11.1.1 the care, safety and welfare of students;
 - 11.1.2 standards of dress, grooming and appearance;
 - 11.1.3 grievances and complaints;
 - 11.1.4 equal opportunity and discrimination;
 - 11.1.5 social media and the use of information, communication and technology systems;
 - 11.1.6 Student behaviour and conduct and discipline of students;
 - 11.1.7 parent behaviour and conduct, including any parent code of conduct as may be published from time to time.
- 11.2 The parent/legal guardian agrees to support the college in the implementation of all policies and procedures that are implemented for the proper conduct of the college and the delivery of the services, including policies concerning student behaviour management and disciplinary action imposed by it in respect of the student.

12. CODES OF CONDUCT

- 12.1 The parent/legal guardian agrees that the student is required to comply with and meet the expected standard of behaviour and conduct as set out in any code of conduct for students as the college may from time to time implement and that any breach of such a code of conduct by the student may result in disciplinary action by the college including suspension or cancellation of enrolment.
- 12.2 The parent/legal guardian agrees to be responsible for ensuring that the student is aware of all policies and procedures that apply to the student while attending the college, including those relating to student conduct, uniform and behaviour and any code of conduct for students, and to support the college in the implementation of such policies and procedures.
- 12.3 The college parent code of conduct or other policy concerning parent/legal guardian behaviour sets out the college's expectations of parents/legal guardians who have students enrolled with the college. The parent/legal guardian agrees to comply with any parent code of conduct implemented by the college from time to time and agrees that any breach of such a code of conduct may result in the cancellation of the enrolment of the student and any sibling.

13. MEDICAL AND SPECIAL NEEDS

- 13.1 The parent/legal guardian will advise the college in writing of the student's medical history and medical needs relevant to the student's attendance at the school including any significant illness or disability of the student and to immediately notify the college of any infectious or contagious disease contracted while enrolled at the college.
- 13.2 The college is authorised to obtain or provide such emergency medical treatment or first aid for the student as may be deemed necessary by the college or a staff member.
- 13.3 The parent/legal guardian will be responsible for any costs or charges incurred by the college as a result of any medical or emergency treatment obtained for the student, including for any transportation to a medical or other emergency facility.
- 13.4 If reasonable adjustments or specialised support services are required to enable the student to participate in the courses or programs provided by the college, or a specialised support service is necessary for the Student to be able to participate in the activities for which the student is enrolled, and the provision of such adjustments or services impose an unjustifiable hardship on the college, the college may require the parent/legal guardian to pay for or contribute towards such adjustments or services before they are provided.

14. COURT ORDERS

- 14.1 The parent/legal guardian must provide and disclose to the college on a timely basis any family court or other court orders that apply to or impact on the student's enrolment with the college and of which the college should be made aware.

15. AUSTRALIAN CONSUMER LAW

- 15.1 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

16. GENERAL MATTERS

- 16.1 This Agreement is governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.
- 16.2 If any provision of this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 16.3 The college will not be liable to the parent/legal guardian for any indirect or consequential loss or any loss of profit suffered by the parent/legal guardian arising out of a breach by the college of this Agreement.
- 16.4 The parent/legal guardian will not be entitled to set off against or deduct from the fees any amount owed or claimed to be owed to the parent/legal guardian by the college or to be entitled to withhold payment of any account because part of the account is in dispute.

Acceptance Declaration

The Parents/Legal Guardians jointly and individually acknowledge and declare that:

- They accept the offer of enrolment of the Student at the College;
- They have read, understood, accept and agree to comply with and be bound by the Agreement and Mercy Education's General Terms and Conditions, which are located at www.mercy.edu.au
- By completing and signing this Agreement and returning it with the required documentation, the parent/legal guardian and the student agree they will abide by all College Policies and Mercy Education's Policies as amended from time to time.

Parent/Legal Guardian 1 Name

Email Address

Phone

Relationship to Student

Parent/Legal Guardian 1
Signature

Date

Parent/Legal Guardian 2 Name

Email Address

Phone

Relationship to Student

Parent/Legal Guardian 2
Signature

Date

The enrolment agreement must be submitted to **Mrs Tracy Aston**, Admissions and Communications Manager

RELATED DOCUMENTS

Mercy Education Limited (MEL)

- Policy 6.09 Child Protection
- Policy 1.06 Complaints Management
- Policy 1.07 Privacy
- Parent Code of Conduct
- General Terms and Conditions