

General Terms and Conditions of Enrolment

TERMS AND CONDITIONS OF ENROLMENT

This legally binding document applies if your child is offered a place at the College and you have accepted the place for them to commence studies at the College. Please note that these Conditions of Enrolment must be read, and accepted, prior to submitting an Application for Enrolment for your child as indicated in the Application for Enrolment form. However, for the avoidance of doubt, you will be deemed to have accepted the Conditions of Enrolment by completing and submitting an Application for Enrolment.

These Conditions continue to apply for the duration of your child's enrolment at the College and form a legally binding contract between you and the College.

In this document:

“College” and/or “School” means Christian Brothers College, St Kilda hereinafter CBC St Kilda.

SELECTION

Completion of the Application for Enrolment Form does not guarantee an enrolment interview. Successful applicants will be determined in accordance with the College's enrolment criteria.

Attendance at an enrolment interview does not guarantee enrolment being accepted.

At all times the College reserves the right, subject to legal requirements, to select the students who attend the College according to College policies as varied from time to time.

STUDENT RECORDS

Parents/Guardians of students (or prospective students) at the College must ensure that the College's records in relation to the student are correct and up to date and, accordingly, must advise the Admissions Office as soon as possible of any changes to the student's records, including the student's or the Parents/Guardians' contact information.

It is the responsibility of the Parent/Guardian to keep the College informed and up to date with current contact information, including but not limited to :

- Email Address;
- Residential Address
- Postal Address
- Contact Phone Numbers
- Emergency Contacts for Students
- Medical Plans and other medical information relevant to the supervision and management of the Student

MEDICAL INFORMATION

Parents/Guardians must divulge, with appropriate documentation, 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 extra services and facilities that may be required. Such information must be based on all current information available to the Parent/Guardian at the time of submitting the Application for Enrolment.

During the period that the student is enrolled at the College, Parents/Guardians must, as soon as practicable, bring to the College's attention, with appropriate documentation, any new medical conditions, physical impairment, mental impairment or other conditions affecting the student that may impact upon the College's ability to properly care for the student, and to enable consideration of reasonable adjustments to services and/or facilities that may be required.

The Parents/Guardians authorise the College to:

- obtain or provide such emergency or urgent medical treatment for the student should such action be deemed necessary by the College or College staff; and

- obtain any medical treatment for the student considered appropriate in the circumstances where the student suffers from an injury or illness.

Parents/Guardians accept responsibility for any expenses incurred on behalf of the College or student arising from such emergency or urgent medical treatment. Further, 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.

PARENTAL CONDUCT

Parents/Guardians agree to comply with the College's rules, procedures and policies, as varied from time to time.

Parents/Guardians will treat other Parents/Guardians, students and College staff with fairness, courtesy and respect at all times. Parents/Guardians will not act in such a manner which would cause the image of the College to be negatively affected or brought into disrepute, or in such a manner which would reasonably cause other Parents/Guardians, students or College staff to be offended, humiliated or intimidated.

If the Principal believes that:

- the mutually beneficial relationship of trust and cooperation between the Parents/Guardians and the College, or between the Parents/Guardians and College staff or other Parents/Guardians, has broken down to the extent that it adversely impacts on the Parents/Guardians' relationship with the College; or
- the Parents/Guardians have failed to comply with the College rules, policies or procedures (including these Conditions of Enrolment),

the Principal in his absolute discretion may require the Parents/Guardians to remove the student from the College and cancel his enrolment together with any other child or children they have enrolled at the College.

Parents/Guardians agree to assist the School 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.

PRIVACY

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

Parents/Guardians will at all times respect the privacy and rights of others in relation to taking/disseminating any photos or videos of College activities.

Parents/Guardians acknowledge and consent, unless otherwise advised in writing, to the student being photographed or videotaped, by an authorised representative of the College, from time to time within the College's grounds or participating in College events or activities, and to the use of these photographs or videos in College publications, advertisements, editorials, the College's website or social media.

DISCIPLINE OF STUDENTS

Parents/Guardians agree to support the College in lawful disciplinary actions undertaken by the College which the College deems as appropriate to modify, address and deal with student behaviour and conduct.

The College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to expel or suspend any student from the College, on the grounds of unsatisfactory conduct or performance, failure to obey the College rules, discipline procedures and policies, or for any other reason.

Where it is considered 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 premises or to a College function or activity, including his school bag or locker, and may authorise a search of the student's person or direct that his pockets or clothing be emptied.

PARTICIPATION

Students of the College are required to take part in all College activities such as sport, music and performances,

including those scheduled out of normal school hours. Students are required to have a range of items for College activities, including books, stationery and uniform, during enrolment. The details of these items may be obtained from the College. It is the responsibility of the Parents/Guardians to ensure that students have these items as required.

COURT ORDERS

Unless the College is supplied with a Court order or written authorisation signed by both Parents/Guardians which provides otherwise, the College will proceed and act on the basis that each of the student's Parents/Guardians has equal rights and responsibilities in relation to the Student. The Parents/Guardians will at all times act in accordance with any relevant Court orders in their dealings with the College.

If there is a change in legal guardianship or care for the student, the Parents/Guardians will immediately provide written notice to the College detailing the change (and provide any other relevant documentation) in addition to written consent from any other Parent/Guardian of the student, confirming the status of the student's enrolment. The Parents/Guardians indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parents/Guardians.

RESPONSIBILITY FOR PAYMENT OF FEES

College Accounts staff can assist with any queries you may have in regard to payment of Fees and Levies.

Each person who signs the Enrolment Form accepts legal responsibility (jointly and severally) for payment of the School Fees and Levies incurred for the entire period of the Enrolment of the Student.

Payment of Fees become liable upon acceptance of enrolment and are subject to all the Terms and Conditions contained in this Form.

Any Parents/Guardians who sign the Application for Enrolment are liable for payment of all of the College fees and charges in relation to the student. Fees and charges are due and payable in all circumstances following enrolment. Allegations or bullying or instances of bullying towards a student (or other behaviours) will not discharge any obligation of a Parent/Guardian to pay Fees and charges.

Where there is more than one person signing the Application for Enrolment:

1. a Fee Account will be issued for each Family. Parents/Guardians signing the Enrolment Form accept joint and several liability for the outstanding Fee Account;
2. each person is independently and jointly responsible for payment of the whole of the Fees, meaning the School can (at its discretion) seek to recover the whole of the fees from any one Parent/Guardian or any combination of them;
3. notice to any one Parent/Guardian is taken to be notice to all Parent(s)/Guardian(s) unless we have been formally advised in writing that separate notices are to be issued;
4. each individual consents to their personal information in relation to this Account (including payments made or overdue) being disclosed to each other individual on the Enrolment Form; and
5. amendments to Fee payment arrangements can only be made with the written agreement of the College. Any change to the Fee payment arrangements will not affect the ability of the College to recover the outstanding balance of the Fee Account from any party signing the Enrolment Form or accepting liability for payment of the Fee Account

The College reserves the right, which may be exercised at any time, to refuse to allow a student to continue their education at the College, and to cancel the student's enrolment, while any Fee remain unpaid. Only in exceptional circumstances, at the sole discretion of the Principal, will a student be allowed to enter a new term if any Fees are unpaid.

ADMINISTRATION FEES

At the time of submitting the Application for Enrolment form you are required to pay an Enrolment Application Fee and if successful an Enrolment Acceptance/Confirmation Fee, as shown in the attached Schedule of Fees and Charges. These fees are non-refundable.

INVOICES

A single invoice will be issued covering all students for which the Parent/Guardian is responsible and including all Fees and Levies. Statements will be issued in Terms 1, 2, and 3. Current fees and levies are outlined in the Schedule of Fees and Charges.

The Schedule of Fees and Charges may be updated each year and includes information about payment options.

NOTICE OF WITHDRAWAL

Written notice of at least **one full School Term** is required prior to withdrawal of a student from the School.

Domestic students who do not provide the required notice will need to be pay full Tuition Fees and all Levies for the notice period. This includes withdrawal prior to the start of the school year.

For example, if a student is withdrawn before the start of the school year, School Fees for Term 1 will need to be paid.

This notice period may be reduced or waived in special circumstances at the discretion of the College. Please contact the Business Manager if you would like to discuss this possibility.

If a student intends to not attend the College for a short period of time, 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, 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. 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 fees.

Pro-Rated School Fees

In cases where a student commences at or leaves the School part-way through the year, Fees and Levies will be pro-rated in accordance with this part.

Tuition Fees

Subject to minimum notice requirements for withdrawing a student, full Tuition Fees and Levies will be payable for the Term in which the withdrawal occurs.

For example, if notice is given during Term 1; then full Tuition Fees and Levies are payable for Term 1 and the notice period being, Term 2.

Failure to provide the required notice period of departure will result in the full amount of Fees for the notice period being payable upon departure.

TUITION LEVIES / PROGRAM FEES

Fees for certain programs (e.g. student ICT services, camps, sport, class resources) are included in the School Fees invoice as Tuition Levies. The Levies are detailed in the attached Schedule of Fees and Charges.

The costs of some optional activities (e.g. VET fees, overseas trips, optional activities) will be invoiced separately. Fees for optional activities are due and payable by the date noted on the Fee invoice unless an arrangement has been agreed with the College to extend the payment date.

All Fee payments are required to be receipted into the College bank account by 31 March each year, unless an approved payment plan has been agreed upon with the College.

Of note is the Levy charged for the provision of ICT services to the student. The Terms and Conditions are detailed in the CBC Protocol For Acceptable Technology Use Guidelines.

SPECIAL PAYMENT ARRANGEMENTS

If you are experiencing financial hardship or are struggling to pay on time, please speak to the Business Manager. Variations in payment arrangements may be approved at the absolute sole discretion of the Principal, and in exceptional circumstances limited Fee Concessions can be provided. You will be required to provide supporting documentation to substantiate financial means and the need to enter into a special payment arrangement or receive a Fee Concession.

FAILURE TO PAY

A failure to pay Fees is a breach of the Terms and Conditions of Enrolment.

Where payment is not made on time, debt recovery action may be commenced against any one or all of the Parent(s)/Guardian(s) named on the Enrolment Form.

The College may charge the Parent(s)/Guardian(s) for, and the Parent(s)/Guardian(s) indemnify the College from, all costs and expenses (including without limitation all legal costs and expenses on an indemnity basis) incurred by the College resulting from the default (failure to pay) or in taking action to enforce compliance with these Terms and Conditions.

CHANGES TO ENROLMENT TERMS AND CONDITIONS

The School may vary or amend these Terms and Conditions by written notice to the Parent(s)/Guardian(s) at any time. Any variations or amendments will apply from the date specified in the notice, being not less than 14 days after the notice is issued.

A notice may be handed to you personally or sent by email, SMS or mail to the last known address of the addressee. Notices may also be given by delivery to students or by notice in the School Newsletter. Notices sent by post are deemed to be received on the fifth business day after posting. Notices sent by SMS or email are deemed received on confirmation of successful transmission. Notice to one Parent/Guardian is deemed to be notice to all Parents/Guardians.

Parents/Guardians and/or the student (in the case of international students) are responsible for keeping a copy of the General Terms and Conditions of Enrolment and receipts any payments of fees and charges.

GOVERNING LAW

The law of Victoria from time to time governs these Terms and Conditions. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

SEVERABILITY

If any part of these Terms and Conditions is unenforceable it shall be read down to be enforceable or, if it cannot be read down, it shall be severed from these Terms and Conditions without affecting the enforceability of the remaining terms or conditions.

WAIVER

The College's failure to enforce any of its rights (under these Terms and Conditions or otherwise) shall not be construed as a waiver of any of the College's rights.

PUBLICATION OF PERSONAL INFORMATION

The Students may appear in College photographs, photographs where the student is in the background of the image or wide shots where it is not practicable to identify every student before taking the photograph (e.g. at sports carnivals), whether or not you give consent here. Similarly, the Student's personal information will appear on their School identification card. The College will never identify a Student by name in photographs published online without express consent.

The College cannot control the actions of Students, Parents or others in relation to the publication of photographs. However, it is contrary to the College's ethos for photographs or film taken of students participating in School activities to be publicly displayed (including social media) without prior permission of that Student's Parents or Guardians.

SUSPENSION AND EXPULSION

The College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to expel, or suspend any student from the College on the grounds of unsatisfactory conduct or performance, failure by the student and/or Parents/Guardians to comply with the College's rules, policies and procedures (including the College General Terms and Conditions of Enrolment), or upon identification that misleading or inaccurate information was provided to the College or for other reasons deemed appropriate by the Principal.

Fees continue to be payable if a student is suspended from the College. In the case where a student's enrolment is terminated by the decision of the College you must continue to pay the Fees and any Optional Charges for the School Term in which the separation occurs.

OTHER TERMS

An obligation or liability on the part of two or more persons binds them jointly and each of them severally.

1. Parent(s)/Guardian(s) agree to support Catholic Education Commission Victoria, EREA and College policies in relation to program of studies, sport, pastoral care, School uniform, discipline and the general operation of the School.
2. Parent(s)/Guardian(s) agree to honour the financial commitments required by the College in accordance with the Schedule of Fees and Charges and the General Terms and Conditions of Enrolment.
3. Information provided must be kept up to date throughout the period of enrolment and Parent(s)/Guardian(s) agree to notify the School of any change in the information they provide, e.g. change of address, email, phone or new court orders.
4. The College is conducted in accordance with the teachings, doctrines, beliefs, tenets and principles of the Catholic Church in the Edmund Rice tradition. Parent(s)/Guardian(s) and the student acknowledge and accept that the College has an obligation to teach the doctrines, beliefs, tenets and principles of the Catholic Church and will continue to support that obligation while the student remains enrolled at CBC St Kilda.
5. Parent(s)/Guardian(s) have read all of the information in the enrolment package including this form and understand the Catholic Education Commission Victoria, EREA and College policies that they will need to abide by should this enrolment application be successful. Parent(s)/Guardian(s) understand that this is an ongoing commitment and non-support of these policies and non-compliance with these Terms and Conditions may be cause for discontinuation of enrolment.
6. Parent(s)/Guardian(s) have read the Standard Collection Notice about the collection and management of the personal information. Parent(s)/Guardian(s) understand that if any misleading information has been provided to the School, or any omission of significant, relevant has been information made in an application for enrolment, then the enrolment may be withdrawn.

STANDARD COLLECTION NOTICE

1. CBC St Kilda collects personal information, including sensitive information about students and Parents or Guardians and family members before and during the course of a student's enrolment at CBC St Kilda. This may be in writing or in the course of conversations and may be direct from the individual or from another source. The primary purpose of collecting this information is to enable CBC St Kilda, Catholic Education Offices and the Catholic Education Commission of Victoria Ltd (CECV) to meet its educational, administrative and duty of care responsibilities to the student to enable them to take part in all the activities of CBC St Kilda.
2. Some of the information CBC St Kilda collects is to satisfy CBC St Kilda's legal obligations, particularly to enable the College to discharge its duty of care.
3. Laws governing or relating to the operation of a school require certain information to be collected and disclosed. These include relevant Education Acts and Public Health and Child Protection laws.
4. Health information about students (which includes information about any disability as defined by the Disability Discrimination Act 1992) is sensitive information within the terms of the Australian Privacy Principles (APPs) under the Privacy Act 1988. CBC St Kilda may require medical reports about students from time to time and may otherwise collect sensitive information about students and their families.
5. If any personal information requested by CBC St Kilda is not provided, this may affect CBC St Kilda's ability to enrol a student, respond to enquiries, provide the student with educational and support services or allow a person to visit CBC St Kilda.
6. CBC St Kilda may disclose personal and sensitive information for administrative, educational and support purposes (or may permit the information to be directly collected by third parties). This may include, but is not limited to:
 - school service providers such as the CECV, Catholic Education Offices, school governing bodies and other dioceses
 - third party service providers that provide online educational and assessment support services or applications (apps) such as Microsoft Office 365, CareMonkey, SIMON, SAS2000, Canvas, ENROL and eduAPP, which may include email and instant messaging
 - school systems, including the Integrated Catholic Online Network (ICON), Microsoft Office 365, CareMonkey, SIMON, SAS2000, Canvas, ENROL and eduAPP. Limited personal information including student/individual learning plans, may be collected and processed or stored by these providers in connection with these services
 - CECV and Catholic Education Offices to discharge its responsibilities under the Australian Education Regulation 2013 (Regulation) and the Australian Education Act 2013 (Cth) (AE Act) relating to students with a disability, including ongoing evaluation of funding adequacy for individual students
 - CECV to support the training of selected staff in the use of schools' systems, such as ICON
 - another school to facilitate the transfer of a student
 - Federal and State government departments and agencies acting on behalf of the government e.g. for audit purposes
 - health service providers, and people providing educational support and health services to CBC St Kilda, including specialist visiting teachers, sports coaches, volunteers, counsellors and providers of learning and assessment tools
 - assessment and educational authorities, including, but not limited to, the Victorian Curriculum and Assessment Authority (VCAA), Australian Curriculum, Assessment and Reporting Authority (ACARA)
 - people providing administrative and financial services to CBC St Kilda

- anyone you authorise CBC St Kilda to disclose information to; and
 - anyone to whom CBC St Kilda is required or authorised to disclose the information to by law, including under child protection laws.
7. CBC St Kilda is required by the Federal Australian Education Regulation (2013) and Australian Education Act 2013 (Cth) (AE Act) to collect and disclose certain information under the Nationally Consistent Collection of Data (NCCD) on students with a disability. CBC St Kilda provides the required information at an individual student level to the Catholic Education Offices and the CECV, as an approved authority. Approved authorities must comply with reporting, record keeping and data quality assurance obligations under the NCCD. Student information provided to the federal government for the purpose of the NCCD does not explicitly identify any student.
 8. Personal information collected from students is regularly disclosed to their Parents or Guardians.
 9. CBC St Kilda may also use cloud computing service providers to store personal information (which may include sensitive information) on their servers in the 'cloud'. These servers may be located in or outside Australia. This may mean that personal information may be stored or processed outside Australia.
 10. CBC St Kilda's Privacy Policy contains further information about its use of cloud and other third party service providers and any of their overseas locations.
 11. Where personal, including sensitive information is held by a cloud computing service provider on behalf of CECV for educational and administrative purposes, it may be stored on servers located within or outside Australia.
 12. School personnel and CBC St Kilda's service providers, and the CECV and its service providers, may have the ability to access, monitor, use or disclose emails, communications (e.g. instant messaging), documents and associated administrative data for the purposes of administering the ICON system and ensuring its proper use.
 13. CBC St Kilda's Privacy Policy is accessible via our College website or from the College office. The policy sets out how Parents, Guardians or students may seek access to, and correction of their personal information which the College has collected and holds. However, access may be refused in certain circumstances such as where access would have an unreasonable impact on the privacy of others, or may result in a breach of CBC St Kilda's duty of care to the student, or where students have provided information in confidence. Any refusal will be notified in writing with reasons if appropriate.
 14. CBC St Kilda's Privacy Policy also sets out how Parents, Guardians, students and their family can make a complaint if they believe the College has interfered with their privacy and how the complaint will be handled.
 15. CBC St Kilda may engage in fundraising activities. Information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in the College's fundraising activities solely for that purpose. We will not disclose your personal information to third parties for their own marketing purposes without your consent.
 16. On occasions information such as academic and sporting achievements, student activities and similar news is published in College newsletters and magazines, on our intranet and on our website. This may include photographs and videos of student activities such as sporting events, School camps and School excursions. CBC St Kilda will obtain permissions from the student's Parent or Guardian (and from the student if appropriate) prior to publication to enable the College to include such photographs or videos or other identifying material in our promotional material or otherwise make this material available to the public such as on the internet. CBC St Kilda may obtain permissions annually, or as part of the enrolment process. Permissions obtained at enrolment may apply for the duration of the student's enrolment at CBC St Kilda unless the College is notified otherwise. Annually, the College will remind Parents and Guardians to notify us if they wish to vary the permissions previously provided.
 17. If you provide CBC St Kilda with the personal information of others, such as other family members, doctors or emergency contacts, we encourage you to inform them you are disclosing that information to the College and why, that they can request access to and correction of that information if they wish and to also refer them to

CBC St Kilda's Privacy Policy for further details about such requests and how the College otherwise handles personal information it collects and complaints it receives.

18. Upon graduation from CBC St Kilda, or upon transfer to another school, student and/or Parent/Guardian information will be added to CBC St Kilda's Old Collegian database to facilitate communication with past students.

This is a legally binding document. If you do not understand any section of this document please contact the College for further information or seek your own legal advice.