



Enrolment Terms

Context

St Patrick's College is a Catholic day and boarding school for boys in the Edmund Rice tradition, established in 1893. St Patrick's College is committed to providing a caring, supportive, and safe environment where every student has a place, a voice and their story is known. Edmund Rice Education Australia is committed to providing safe and supportive environments where all children and young people entrusted to our care are affirmed in their dignity and worth as a person.

Background

Edmund Rice Education Australia (EREA), as St Patrick's College's governing authority, sets the policy framework for all EREA schools. These policies have been contextualised for St Patrick's College's particular school environment so that our policies reflect the needs of our students*.

*Student includes any person enrolled in the College, either as a day pupil or as a boarder.

This legally binding document applies if a student is offered enrolment at St Patrick's College Ballarat (the **College**) and the Parent(s)/Guardian(s) have accepted the offer for their son to commence studies at the College. These Terms of Enrolment (the **Terms**) must be read, and accepted, prior to the College making an offer of enrolment to a student.

The Terms continue to apply for the duration of a student's enrolment at the College, unless amended by the College, and form a legally binding contract between the Parent(s)/Guardian(s) and the College.

Any right, entitlement, obligation of or action required by the College under the Terms may be exercised by the Principal and/or the Edmund Rice Education Australia on behalf of the College.

The Parent(s)/Guardian(s) acknowledge that they have read, understood, and agree to the following in relation to their child(ren) who are enrolled at the College (the **Student**).

General

1. The College is an independent Catholic School conducted by Edmund Rice Education Australia.
2. The aim of the College is to provide a balanced education in which spiritual, moral, intellectual, cultural, social and physical development takes place.
3. 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. The College may, in its absolute discretion, decline an application for enrolment.

4. Parent(s)/Guardian(s) must understand and comply with all College policies, including but not limited to, the College's Enrolment Policy. The policies do not form part of, and are not incorporated into, the Terms.
5. 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 Parent(s)/Guardian(s)' contact information.
6. The Student must wear the uniform of the College properly so as to develop pride in personal appearance as well as develop a sense of belonging and responsibility.
7. The Student must care for the buildings, furniture and equipment of the College and are financially responsible for damage caused through carelessness or neglect.
8. The Student may not leave the College property during school hours without permission of the Head of School, Principal or Deputy Principal or written or informed consent by a parent or guardian.
9. Whether at the College, at a College function, or travelling, students are not permitted tobacco, non-prescribed drugs or alcoholic drinks.
10. The College reserves the right to suspend or terminate the enrolment of any student whose influence is regarded as harmful to the learning and/or interests of other students.
11. Parent(s)/Guardian(s) acknowledge that the College may change the curriculum or courses that it offers from time to time at its absolute discretion.
12. The Student may freely access or be referred to Student Services such as Counselling, Careers Guidance or Enhanced Learning. As deemed necessary Student Services staff will make every effort to inform and involve Parent(s)/Guardian(s), giving due consideration to their respective professional standards.
13. The Student must abide by, and Parent(s)/Guardian(s) must ensure that the Student abides by as far as reasonable, all conditions of the College Acceptable Online Usage Policy regarding access to and use of all internet facilities.
14. The College's policy with regard to local excursions is that permission is granted by Parent(s)/Guardian(s) on signing the College's 'Confirmation of Student Details' form each year. Local excursions include any activity undertaken in the Ballarat area, and completed during allotted class time. Transport for local excursions includes walking, College bus and hired buses. Parent(s)/Guardian(s) will be made aware of Local Excursions through one or more of the following communication mediums: College Calendar, notes, emails, and subject outlines. When an excursion occurs outside of the allotted class time or outside of the school day, Parent(s)/Guardian(s) will be required to give permission through the Parent Access Module (PAM).

15. The Terms are governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
16. The Terms and the policies referred to therein may be unilaterally amended by the College on the provision of three (3) months written notice to the Parent(s) / Guardians.
17. When changes are made to the Terms and the policies referred to therein in accordance with clause 16, Parent(s)/Guardians will ensure they review the updated Terms to ensure they are familiar with the most current information.

Education Services

18. The College provides educational services to boys from Year 7 to Year 12. It provides educational services in accordance with the College's registration as a Secondary School Years 7-12.
19. Students in Years 11-12 are offered the Victorian Certificate of Education (VCE) and the Victorian Certificate of Education – Vocational Major (VCE-VM)
20. Depending on subjects chosen, some subjects may be delivered by external providers.
21. The College encourages the student to achieve their personal best but does not make specific promises or representations of any kind regarding specific academic outcomes or individual Student achievement, and no such representations are to be implied on the basis of the College accepting the Student for enrolment.

Parent(s)/Guardian(s)' Conduct

22. Parent(s)/Guardian(s) and students will, through attitude and action, respect the Catholic ethos of the College and cooperate fully in all that promotes their complete education.
23. Parent(s)/Guardian(s) will take an active part where possible in the activities of the College and cooperate with the College in providing their son's education.
24. Parent(s)/Guardian(s) 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.
25. If the Principal believes that a mutually beneficial relationship of trust and cooperation between the Parent(s)/Guardian(s) and the College or any of its staff has broken down to the extent that it adversely impacts on their relationship with the College or poses a safety risk to staff, the Principal may require the Parent(s)/Guardian(s) to remove the Student from the College and terminate the Student's enrolment together with any other child or children they have enrolled at the College.
26. Parent(s)/Guardian(s) agree to comply with any Parent Code of Conduct introduced by the College (see Appendix 1)

27. Parent(s)/Guardian(s) 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.

Medical Conditions and Special Needs

28. Parent(s)/Guardian(s) must divulge, with appropriate documentation, all relevant details regarding any medical conditions, disabilities, special learning needs 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. Such information must be based on all current information available to the Parent(s)/Guardian(s) at the relevant time.
29. During the period that the Student is enrolled at the College, Parent(s)/Guardian(s) must, as soon as practicable, bring to the College's attention, with appropriate documentation, any new medical conditions, disabilities, special learning needs 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.
30. In the event that the Student suffers from an injury or illness, the Parent(s)/Guardian(s) authorise the College to take whatever action is considered necessary for the wellbeing of the Student. This may include:
 31. Obtaining or providing such emergency or urgent medical treatment for the Student should such action be deemed necessary by the College or College staff; and obtaining any medical treatment for the Student considered appropriate in the circumstances.
 32. The College will notify the Parent/Guardian(s) as soon as possible and seek permission, where possible, for any operation/anaesthetic that may be required.
 33. Parents/Guardians(s) accept responsibility for any expenses incurred on behalf of the College or Student arising from such emergency or urgent medical treatment (including, but not limited to, the cost, if any, of ambulance transport). Further, the Parent(s)/Guardian(s) 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.

Privacy

34. Parent(s)/Guardian(s) 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.

35. The collection, use, storage and disclosure of information about individuals by the College is in accordance with the College's Privacy Policy and its obligations under the *Privacy Act 1988* (Cth).

Photos and Videos of the Student

36. Parent(s)/Guardian(s) acknowledge and consent 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 with the Student's name in College publications, advertisements, editorials, the College's website, social media, newspapers, the Independent Colleges Victoria website and other media.
37. Parent(s)/Guardian(s) understand and agree that if they do not wish to consent to the matters described at paragraph 34 above, or if they wish to withdraw the consent, it is their responsibility to notify the College.

Discipline of Students

38. Parent(s)/Guardian(s) agree to comply with any Student Code of Conduct introduced by the College (see Appendix 2)
39. Parent(s)/Guardian(s) 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 the Student's behaviour and conduct.
40. The College reserves the right to impose on the Student any lawful disciplinary action that the College deems appropriate, or to suspend the Student or terminate the Student's enrolment at the College, on the grounds of unsatisfactory conduct or performance, failure to obey College rules, discipline procedures and policies, failure of a Parent(s)/Guardian(s) to comply with these Terms, or for any other reason.
41. 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'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.

Fees and Charges

42. Parent(s)/Guardian(s) are jointly and severally liable for making full payment of all fees, charges, and levies in relation to the Student (**Fees and Charges**).
43. Parent(s)/Guardian(s) agree that this arrangement continues, irrespective of any changes to the relationship between you and your co-signatory or any Court Order between you or any child support arrangements or any other arrangements between you. Any requests to vary this joint and several liability must be provided in writing by the Legal Guardian(s)/ Parent(s) to the College and any decisions made to vary the liability will be at the sole discretion of the College Business Manager.

44. Fees and Charges are subject to amendment by the College in its sole discretion at any time. Fees and Charges are payable by the Parent(s)/Guardian(s) in accordance with the College's Tuition Fees and Charges.
45. Policy as amended by the College from time to time. The College's Tuition Fees and Charges Policy does not form part of, and is not incorporated into, the Terms.
46. 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 terminate the Student's enrolment, while any Fees and Charges remain unpaid.
47. If any Fees and Charges are overdue, the College may charge the Parent(s)/Guardian(s) interest and any reasonable administration costs incurred by the College in respect of managing the unpaid Fees and Charges. Parent(s)/Guardian(s) will also indemnify the College for any costs associated in the recovery of unpaid Fees and Charges.
48. The College reserves the right not to refund Fees and Charges. However, the Principal may, in their sole discretion, consider a request for a refund by a Parent(s)/Guardian(s).
49. Any agreement or act by the College not to strictly enforce the terms under the Terms in relation to Fees and Charges does not constitute a waiver of its rights to require the Student to be withdrawn from the College and to terminate the Student's enrolment.
50. Subject to the Terms, Fees and Charges are due and payable in all circumstances following enrolment. Allegations or bullying or instances of bullying towards the Student (or other behaviours) will not discharge any obligation of the Parent(s)/Guardian(s) to pay Fees and Charges.
51. 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 Fees and Charges.
52. Where circumstances change and the full payment of Fees and Charges could place unreasonable financial pressure upon families, the Parent(s)/Guardian(s) are to make immediate contact with the College's Business Office to discuss the possibility of alternate arrangements for payment of the Fees and Charges. However, any alternative arrangements are at the absolute discretion of the College.

Withdrawal of Students

53. If the Parent(s)/Guardian(s) wish to withdraw the Student from the College, the Parent(s)/Guardian(s) must give at least one (1) terms written notice to the College (and the written notice must be signed by both Parents/Guardians, unless there is a court order to the contrary) acknowledge that the College may suffer loss if this notice requirement is not complied with. If such notice is not given, the tuition fee for the four weeks will be payable in full.

54. For the purposes of clause 51, the parties agree that, where the College is unable to fill the position of the withdrawn Student prior to the commencement of the following term, charging the tuition fee for four (4) weeks is reasonably necessary in order to protect the legitimate interests of the College.
55. If the Student intends to not attend the College for a period of one term or more, the Parent(s)/Guardian(s) must make an application for the period of leave as soon as possible. The College will advise the Parent(s)/Guardian(s) in relation 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:
56. 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
57. Any Fees and Charges for that term will be due and payable by the Parent(s)/Guardian(s).
58. 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 Parent(s)/Guardian(s) make an advance payment of a non-refundable holding fee of not less than one term's fees.
59. Where the Student is absent from school during the term due to an injury or illness, and satisfactory evidence is provided in relation to that illness or injury, the College will endeavour to provide all reasonable support to the Student in order to assist the Student with meeting the curriculum requirements during that particular term.
60. Where the Student is absent from school during the term because the Parent(s)/Guardian(s) have decided to withdraw the Student from attending school so that they may attend a holiday or for other non-College related matters, the Parent(s)/Guardian(s) 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.

Termination of Enrolment Agreement

61. This agreement will terminate at the completion of the Student's enrolment with the College or at the completion of Year 12, whichever comes first.
62. The College may terminate this contract if:-
63. The College withdraws the enrolment of the student from the College;
64. the College decides at the end of a School year that the College does not wish to continue the contract for the following School year for any reason;
65. mutual trust and co-operation between the College, Student and the Legal Guardian(s) / Parent(s) breaks down;

66. The Legal Guardian(s) Parent(s) or Student are in breach of this contract, and they fail to remedy the breach within a reasonable time after written notice from the College requiring them to do so.
67. Legal Guardian(s) / Parent(s) may terminate this contract at any time, for any reason, with one full terms' notice to the College in writing. Legal Guardian(s) / Parent(s) may also terminate the contract when the College is in breach of the contract and the College fails to remedy the breach within a reasonable time after written notice from you requiring the College to do so.

Court Orders

68. This agreement will terminate at the completion of the Student's enrolment with the College or at the completion of Year 12, whichever comes first.
69. The College may terminate this contract if:-
70. The College withdraws the enrolment of the student from the College;
71. the College decides at the end of a School year that the College does not wish to continue the contract for the following School year for any reason;
72. mutual trust and co-operation between the College, Student and the Legal Guardian(s) / Parent(s) breaks down;
73. The Legal Guardian(s) Parent(s) or Student are in breach of this contract, and they fail to remedy the breach within a reasonable time after written notice from the College requiring them to do so.
74. Legal Guardian(s) / Parent(s) may terminate this contract at any time, for any reason, with one full terms' notice to the College in writing. Legal Guardian(s) / Parent(s) may also terminate the contract when the College is in breach of the contract and the College fails to remedy the breach within a reasonable time after written notice from you requiring the College to do so.

International Students

75. The obligations and guidelines contained within the *Education Services and Overseas Students Act 2000* (Cth) and the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, as amended from time to time will apply to international student enrolments.

Immunisation

76. Legal Guardian(s) / Parent(s) will ensure that the Student is appropriately immunised in accordance with the applicable Victorian and Australian Commonwealth laws. The College reserves its right to exclude a student in certain circumstances if the Student is not appropriately immunised.

Modes of Study

77. The Colleges course is primarily classroom based face-to-face teaching, but may include work experience placements, online programs, camps, and excursions. However, the Principal in their absolute discretion reserves the right to convert to an online curriculum with or without notice in the event access to the College is temporarily suspended or absence is forced in order to complete the course requirements, Students will need to complete set learning outcomes and undertake a variety of assessments.
78. The School year is broken into two Semesters of two terms each, with holiday periods in between.
79. Course content and modes of study will differ depending on the term and year level the Student is enrolled in.

I/we, the undersigned, (the "**Parent(s)/Guardian(s)**") agree to be bound by all the above terms and conditions and acknowledge joint and several liability for all Fees and Charges:

Parent/Guardian 1 Name: _____

Signature _____ Date _____

Parent/Guardian 2 Name: _____

Signature _____ Date _____

Name of Student _____

Signature _____ Date _____

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| Responsible Person | Director of Child Safeguarding (EREA) |
| Policy owner | Trustees of Edmund Rice Education Australia (TEREA) |
| Approving authority | TEREA Board |
| Approval date | June 2022 |
| Risk rating | HIGH |
| Date of next review | June 2024 |
| Publication details | School website |

| POLICY DATABASE INFORMATION | |
|--------------------------------------|---|
| Assigned TERE Board Framework | Child Safety |
| Related policies | Enrolment Policy Parent Code of Conduct Student Code of Conduct Student Behaviour Management Policy Student Attendance Policy Uniform Policy |
| Superseded documents | Replaces previous policy for MO870 |