

REVISED TERMS OF ENROLMENT

These Terms of Enrolment govern the application for Enrolment and the Terms of Enrolment of the Enrolment of the Student, and continues to apply if the Student is Enrolled until completion of the Student's Enrolment and payment of all monies due to the College.

1. Definitions

In these Terms of Enrolment:

Archdiocese of Hobart means the Roman Catholic Church Trust Corporation of the Archdiocese of Hobart (ABN 24 097 986 2470) trading as the Tasmanian Catholic Education Office (ABN 55 210 770 582).

EREA means the Trustees of Edmund Rice Education Australia (ARBN 163 432 442) trading as Edmund Rice Education Australia.

Business Day means a day which is not Saturday, Sunday or public holiday in Hobart, Tasmania.

College means St Virgil's College in Tasmania, operated by EREA.

Consent to Publication of Information means the consents to publication on page 19 of this Enrolment Form or as otherwise varied in writing from time to time.

Enrolment means the enrolment of the Student in the College in accordance with the Terms of Enrolment.

Enrolment Form means the form recording the Student's application for enrolment in the College.

Fees means the College tuition fees, tuition levies, capital levies and other fees as advised to You in the Schedule of Fees and Charges and as varied from year to year.

Handbook means the student diary issued by the College to Students, as amended from time to time.

Letter of Acceptance means the letter from the College to You in which the College accepts the Student's application for Enrolment in the College.

Major Excursion means 'high risk' activities such as water and/or outdoor educational activities, which require an in-depth risk assessment and parental approval.

Minor Excursion means a 'low risk' offsite trip with a duration of 1 school day or less and may include (but not limited to) visits to museums, art galleries, local parks, educational centres/buildings and other schools.

Personal Information Collection Notice means the personal information collection notice on page 17-19 of this Enrolment Form or as otherwise varied in writing from time to time.

Policies means the policies of the College, EREA and CECT available at the following <http://stvirgils.tas.edu.au/policies-2/> as amended from time to time;

Schedule of Fees and Charges means the School's fee schedule as varied from year to year.

Student means the person whose details are set out on page 1 of the Enrolment Form.

School Weeks means weeks that classes are conducted at the School and excludes school term holidays.

CECT means the Catholic Education Commission Tasmania, operated by the Archdiocese of Hobart. All Catholic schools in Tasmania as well as the TCEO come under the authority of the CECT.

TCEO means the Tasmanian Catholic Education Office operated by the Archdiocese of Hobart.

Terms of Enrolment means this document, and incorporates the Enrolment Form, the Letter of Acceptance, the Personal Information Collection Notice, the Consent to Publication of Information, the Schedule of Fees and Charges, the Policies and any annexures included in these documents.

We, Us, Our means EREA and/or the College.

You or Your means the parent(s) or guardian(s) who is/are legally responsible for the Student and who sign the Enrolment Form.

2. CHANGES TO TERMS OF ENROLMENT

- 2.1 You acknowledge that the College may change the Terms of Enrolment by giving You written notice of no less than ten school weeks.
- 2.2 Any variations or amendments to the Terms of Enrolment will apply from the date specified in the notice, being not less than ten school weeks after the notice is issued.
- 2.3 A notice may be handed to You personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices may also be given by delivery to the Student or by notice in the School newsletter. Notices sent by pre-paid post are deemed to be received on the second Business Day after posting if sent by express post; or if by regular post, the greatest number of Business Days which Australia Post's website estimates is applicable to mail sent on the day it is posted and between those

locations. Notices sent by facsimile or email are deemed received on confirmation of successful transmission. Notice to one parent/guardian is deemed to be notice to all parents/guardians.

- 2.4 Upon receipt of the notification provided in accordance with clause 2.1, You have the option to cancel the Student's enrolment if You do not agree to the changes in the Terms of Enrolment.
- 2.5 Where You chose to cancel the Student's enrolment in accordance with clause 2.4, You must provide Us with written notice of your decision to cancel the Student's enrolment within four school weeks of the date of Our notice to You at of the changes to the Terms of Enrolment.
- 2.6 You acknowledge that if You choose to cancel the Student's enrolment in accordance with clauses 2.4 and 2.5:
 - a. the Student may continue to attend School until the changes would come into effect; and
 - b. You must continue to pay the Fees until the changes would come into effect.
- 2.7 Withdrawal for any reason other than a change of Terms of Enrolment by Us must comply with the general withdrawal provisions in these Terms of Enrolment in clause 9.

3. GENERAL TERMS OF ENROLMENT

- 3.1 Completion of the Enrolment Form does not guarantee an enrolment interview. Successful applicants will be determined in accordance with the College's enrolment criteria and EREA Policies.
- 3.2 Attendance at an enrolment interview does not guarantee enrolment being accepted. The College may accept an offer by sending a Letter of Acceptance to You or otherwise notifying You of the acceptance of the Student.
- 3.3 Invoices for the full year Fees are issued early in Term 1 of each year. A single invoice will be issued covering all Students at the College for which the parent/guardian is responsible and including all Fees. Current Fees are set out in the Schedule of Fees and Charges.
- 3.4 The Schedule of Fees and Charges may be updated each year and includes information about payment options. This also states any applicable interest rate payable on overdue Fees. Interest is payable from the due date until payment is received in full. You will be asked at the end of each year how You would like to pay Fees.
- 3.5 The law of Tasmania from time to time governs these Terms of Enrolment. The parties agree to the non-exclusive jurisdiction of the courts of Tasmania, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 3.6 The College's failure to enforce any of its rights (under these Terms of Enrolment or otherwise) shall not be construed as a waiver of any of the College's rights.
- 3.7 If any part of these Terms of Enrolment is unenforceable it shall be read down to be enforceable or, if it cannot be read down, it shall be severed from these Terms of Enrolment without affecting the enforceability of the remaining Terms of Enrolment.

4. RESPONSIBILITY FOR PAYMENT OF FEES

- 4.1 College Office staff can assist with any queries You may have regarding payment of Fees.
- 4.2 Each person who signs the Enrolment Form accepts legal responsibility for payment of Fees incurred for the entire period of the Enrolment of the Student.
- 4.3 Payment of Fees is subject to all the Terms of Enrolment contained in the Enrolment Form.

4.4 Where there is more than one person signing the Enrolment Form:

- a. the College may issue only one account in the name of all individuals listed on the Enrolment Form;
- b. each person is independently and jointly responsible for payment of the whole of the Fees, meaning the College can (at its discretion) seek to recover the whole of the Fees from any one parent/guardian or any combination of them;
- c. notice to any one parent/guardian is taken to be notice to all parents/guardians; and
- d. each individual consents to their information in relation to a Fees account (including payments made or overdue) being disclosed to each other individual on a Fees account.

5. ADMINISTRATION FEE

- 5.1 You may be required to pay an administration fee as shown in the Schedule of Fees and Charges.

6. PRO-RATED FEES

- 6.1 In cases where a Student commences at or leaves the College part-way through the year, Fees will be pro-rated in accordance with clauses 7-8.

7. Fees

- 7.1 Subject to minimum notice requirements for withdrawing a Student in accordance with clause 9, Fees will be pro-rated to the nearest school week, including any partial school weeks of attendance as full school weeks.

- 7.2 For example, in a school year with 40 school weeks, if a Student commences on Thursday of the 12th week, the amount of Fees owing will be pro-rated to 29 school weeks. In this example the amount payable would be 72.5% of the full year tuition fee (because $29 \div 40 = 0.725$).

8. Levies

- 8.1 Fees for certain programs may be listed in an invoice for Fees as "levies", to cover costs for additional items the Student may require during the school year or extra curricular activities such as excursions. The full amount of levies is payable for all Students. In exceptional circumstances where a Student will not or did not participate in the activity and the College has not already incurred a cost a full or partial credit may be provided.

- 8.2 We may require You to pay Fees for some large activities (e.g. interstate trips) prior to that activity taking place.

9. Notice of withdrawal

- 9.1 Subject to clause 2.5 and termination under clause 14.2, written notice of at least **ten school weeks** is required prior to withdrawal of a Student from the College. Where notice is not provided, full tuition Fees may need to be paid to the College for the number of school weeks where notice was not provided. This includes withdrawal prior to the start of the school year.

For example, if a Student is withdrawn at the start of the school year, a total of 10 weeks of Fees may need to be paid.

- 9.2 The notice period in clause 9.1 may be reduced or waived in special circumstances. The College office needs to be contacted in the first instance if You would like to discuss this possibility. However, the final decision regarding the reduction or waiving of this fee will be at the Principal's discretion.

10. Special payment arrangements

10.1 If You are experiencing financial hardship or are having difficulty paying on time, the Business Manager can be contacted to discuss Your circumstances. Variations in payment arrangements can be approved where required, and in exceptional circumstances limited fee remissions can be provided.

10.2 You may be required to provide evidence of need to enter into a special payment arrangement or receive a fee remission.

11. Failure to pay

11.1 Where payment is not made to the College on time, debt recovery action may be commenced against any one or all of the parent(s)/guardian(s) who signed the Enrolment Form.

11.2 If You fail to make payment of any Fees owing to Us within thirty days of the due date for payment, We will be entitled (without prejudice to any other right or remedy We may have) to do one or more of the following:

- a. suspend the Student's enrolment at Our sole discretion until payment is made;
- b. terminate the Student's enrolment in accordance with clause 14 (Termination);
- c. charge interest on overdue amounts at the Supreme Court of Tasmania then prescribed rate for post-judgement interest per annum from the due date to the date payment is received in full;
- d. use Our own internal collection procedures to collect overdue Fees or Optional Charges; and/or
- e. appoint a Collection Agency and/or solicitor to collect overdue Fees and Optional Charges.

11.3 The College or EREA may charge You for, and You indemnify the College and ERA from, all reasonable costs and expenses (including without limitation all legal and/or collection costs and expenses on an indemnity basis) incurred by the College or EREA resulting from the default (failure to pay) or in taking action to enforce compliance with these Terms of Enrolment.

12. INDEMNITIES

12.1 You indemnify the College operated by EREA, its agents, employees or contractors against any damages, costs, losses, liabilities, expenses and claims arising during or after the Student's enrolment suffered by the College or in any claim against the College caused by You or the Student, except to the extent caused or contributed to by the College, its agents, employees or contractors.

12.2 Nothing in the Enrolment Form is to be read as excluding, restricting or modifying any guarantees, warranties, representations or conditions implied or imposed by any which by law cannot be excluded, restricted or modified.

13. SUSPENSION AND EXPULSION

13.1 We may at Our discretion suspend or expel the Student where the Student does not comply with the obligations in the Enrolment Form, behaves in a way that affects the safety or wellbeing of other Students, or behaves in a way contrary to the expectations of behaviour and conduct principles set out in the Handbook or contrary to College Policies as advised to You and the Student by the College from time to time.

14. TERMINATION

14.1 Termination by the College

- a. The College may at its discretion, terminate the Student's enrolment by giving You written notice if:
 - i. You do not comply with an obligation set out in the Enrolment Form, including in relation to

- ii. You or the Student do not comply with Policies on Our website.

- b. Termination of the Student's enrolment is deemed if the Student is expelled in accordance with clause 13.

14.2 Termination by You

- a. You may terminate the Student's enrolment for any reason by providing notice of withdrawal in accordance with Clause 9. If you terminate the Student's enrolment in accordance with clause 9 You must pay all Fees due and payable in accordance with clause 9.

15. NOTICES

- 15.1 A notice may be handed to You or Us personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices may also be given by delivery to the Student or by notice in the College newsletter. Notices sent by pre-paid post are deemed to be received on the second Business Day after posting if sent by express post; or if by regular post, the greatest number of Business Days which Australia Post's website estimates is applicable to mail sent on the day it is posted and between those locations. Notices sent by facsimile or email are deemed received on confirmation of successful transmission. Notice to one parent/guardian is deemed to be notice to all parents/guardians.

PERSONAL INFORMATION COLLECTION NOTICE

1. 'Personal information' is defined in the *Privacy Act 1988* (Cth) as information or an opinion, whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information. Personal information may include sensitive information about an individual. EREA both independently and through its schools, collects personal information, including sensitive information about Students and parents or guardians before, during and after the course of a Student's enrolment at the College. This may be in writing or in the course of conversations.
2. For the purpose of this personal information collection notice, if not explicitly stated, the term 'College' also includes EREA. Personal information is managed in accordance with the College's privacy policy, copies of which are available on request or from our website at the following link: <http://stvirgils.tas.edu.au/policies-2/>. The policy includes information on how to access and correct Yours or the Student's personal information, as well as information on how to complain about potential breaches of Yours or the Student's privacy.
3. The primary purpose of collecting personal information is to enable the College and EREA to provide schooling to Students and to enable them to take part in activities of their school.
4. 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.
5. Certain laws governing or relating to the operation of schools require that certain information is collected. These include but are not limited to the *Australian Curriculum, Assessment and Reporting Authority Act 2008* (Cth), the *Australian Education Act 2013* (Cth), the *Office of Tasmanian Assessment, Standards and Certification Act 2003* (Tas) and the *Public Health Act 1997* (Tas); and child protection laws.
6. Health information about Students is sensitive information within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth). The College may ask You to provide medical reports and health information about the Student from time to time.
7. If the College does not obtain the information requested the College may not be able to enrol or continue the enrolment of the Student.
8. The College from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes to other schools, government departments (such as the

Department of Education and Training), government agencies (such as the Australian Curriculum, Assessment and Reporting Authority (**ACARA**), statutory bodies (such as the Teachers Registration Board of Tasmania), medical practitioners, and people providing services to the College (such as auditors, lawyers, insurers, accountants, debt collectors, specialist visiting teachers, sports and other coaches, volunteers and counsellors).

9. When a Student moves between schools both operated by EREA, the schools may exchange any and all personal information about the Student. When a Student moves from the College (**original school**) to a school not operated by EREA (**new school**), the College may provide personal information about the Student to the new school with the consent of the parent(s)/guardian(s) (or the Student).
10. Certain personal information relating to Students and parents/guardians may also be made available, in accordance with Australian Government requirements, to ACARA for the purpose of publishing some school information relating to the circumstances of parents and Students on the MySchool website.
11. Personal information collected from Students is regularly disclosed to their parents or guardians. On occasions, information such as academic and sporting achievements, Student's activities and similar news is published in College newsletters, magazines and on our website.
12. Personal information collected from one parent/guardian may be disclosed to others responsible for payment of Fees, including information about payments made or overdue.
13. The College may store personal information in the 'cloud' which may mean that it resides on servers which are situated overseas, outside Australia. However, the information will remain in the effective control of EREA and its schools, who will take reasonable steps to ensure the overseas hosts comply with the Australian Privacy Principles.
14. If You provide the College with the personal information of others, such as doctors or emergency contacts, the College encourages You to inform them that You are disclosing that information to the College and why, that they can access that information if they wish and that the College does not usually disclose such information to third parties.
15. Medicare card numbers are collected for the purpose of providing those details to doctors and health professionals in circumstances where parents are not contactable (to expedite emergency treatment and to cover any bulk billing costs associated with the treatment).
16. Information about whether or not you have a healthcare card may be collected for eligibility for concessions.
17. The College from time to time engages 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. The College will not disclose Your personal information to third parties for their own marketing purposes without Your consent.
18. The College may, with Your consent, include Your contact details in a class list and school directory given to other parents and guardians.
19. Personal information about the Student may be used by the College or EREA for religious purposes, including inviting the Student to participate in sacraments or Church activities.
20. Photographs of Student activities such as sporting events, school camps and school excursions may be taken for and published in College newsletters and magazines and on our intranet. The College will obtain separate permissions from the Students' parents or guardians if we wish to include photographs or other identifying material in promotional material for the College or otherwise make it available to the public such as on the Internet.
21. Parents and guardians may seek access to personal information collected about them and the Student by contacting the College. Students may also seek access to personal information about them. However, there will be occasions when access is denied. Such occasions would include (but are not necessarily limited to) 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 a Student, or where Students have provided information to the College in confidence.

22. Parents or guardians will be given written reasons if personal information held is not released upon request.
23. If parents or guardians request access to personal information, the College will be entitled to charge reasonable fees for access to that information, to cover time spent by staff and photocopying costs.
24. Parents, guardians or Students have a right to request an amendment to personal information if they believe it is incorrect, misleading or out of date.

Credit Information

25. The College is a credit provider to the extent payment for Fees, including expenses, levies and charges, are deferred for at least seven days.
26. In the event of a default, the College may seek credit information from and disclose credit information to credit reporting bodies in accordance with the College's Credit Information Privacy Policy, available in electronic form from <http://stvirgils.tas.edu.au/policies-2/> and in hard copy from the College.

CONSENT TO PUBLICATION OF PERSONAL INFORMATION

The Student may appear in school 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 may appear on their school identification card. The College will never identify a Student by name in photographs published online without express consent. If a parent/guardian has declined to give permission for a Student to be named or identified in photographs or videos, the Student will not be identified in a photo or video.

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 or in the event a Student is 15 and over, permission from that Student.

Licensed under NEALS: Please note that if You provide permission in relation to any of the options below it is possible that the photograph/video may appear in material which will be available to schools and education departments around Australia under the National Educational Access Licence for schools (**NEALS**), which is a licence between education departments of the various states and territories, allowing schools to use licensed material wholly and freely for educational purposes only. This licence only applies to educational material that is publicly available.

Please indicate whether or not You consent to the publication of certain personal information about the Student (including their photographs or samples of their work) in the following circumstances. These will only apply if the Student's enrolment is accepted.

1. Publication of the Student's name and samples of the Student's work, with their consent, as part of any printed school publication, such as the newsletter or yearbook and including online publication (including social media).

YES, You consent to this

NO, You do not consent to this

2. Photography, filming and interviewing the Student and providing their name, school and age for publication by newspapers, radio and television in stories about education and school activities.

YES, You consent to this

NO, You do not consent to this

3. Publication of images of the Student or samples of their work in printed or online materials (including social media) or advertising (including newspaper advertising and television commercials) produced by the College, the TCEO or the Archdiocese of Hobart. The College will never identify a student by name in images published online without express consent.

YES, You consent to this

NO, You do not consent to this

SIGNATURE

Please note: Acceptance of this application for enrolment is subject to the approval of the College. Acceptance to this College does provide a pathway to Tasmanian Catholic schooling but does not constitute acceptance into a specific Catholic school of choice (primary or secondary).

The College may accept an offer by sending a Letter of Acceptance to You or otherwise notifying You of the acceptance of the Student.

If You do not understand any section of this Enrolment Form please contact the College You are considering enrolling in for further information or seek Your own legal advice.

This Enrolment Form is a **binding contract** between each person named below, jointly and severally, and the College. If the College accepts the enrolment You will be required to comply with all the Terms of Enrolment contained in this Enrolment Form. Please ensure You have read it carefully.

1. You agree to support EREA, CECT, system and College Policies in relation to program of studies, sport, pastoral care, school uniform, discipline and the general operation of the College. Specific to the College, please note:
- *The College (St Virgil's College) is an independent Catholic School conducted by EREA.*
 - *The purpose of the College is to provide a Catholic education in which spiritual, moral, intellectual, cultural, social and physical development take place. Boys will study Religious Education from Grade 3 to 10 and will be expected to participate respectfully in masses, liturgies, retreats and other experiences.*
 - *Parents and students will, through attitude and action, respect the Catholic ethos of the College and cooperate fully in all that promotes their complete education.*
 - *Parents will take an active part where possible in the activities of the College and cooperate with the College in providing their son's education.*
 - *The College has an expectation that parents/guardians will support the activities of the College and will work with staff to maximise educational opportunities for boys at St Virgil's. This support extends to respecting actions taken by the College in response to student misbehaviour.*
2. You have included copies of the following documents for the Student being enrolled with this application for enrolment:
(please tick appropriate boxes)
- Birth Certificate *
 - Sacramental Certificates to date
 - Passport, visa, citizenship documentation (if applicable) *
 - Most recent previous school reports and external test results (including NAPLAN if applicable)
 - Current court orders (sealed copies if applicable)
 - Relevant medical and/or special needs information (if applicable)
 - Immunisation Certificate or Statutory Declaration
 - Reports of assessments the Student has received for speech, hearing, cognitive (IQ), occupational therapy (if applicable)
 - Medical Action Plans (Asthma/Anaphylaxis) (if applicable)

Medicare Number

*** PLEASE NOTE: ORIGINALS WILL NEED TO BE PRODUCED DURING THE ENROLMENT PROCESS**

3. If this enrolment application is successful You agree to honour the financial commitments required by the College in accordance with the Schedule of Fees and Charges and the Terms of Enrolment.
4. You understand that if this application is successful the information that You have provided must be kept up to date throughout the period of enrolment and You agree to notify the College of any change in the information requested by this Enrolment Form, e.g. change of address or new court orders.
5. The College is conducted in accordance with the teachings, doctrines, beliefs, tenets and principles of the Catholic Church. You 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 in Tasmanian Catholic schooling.
6. You give permission for the Student to attend minor excursions in accordance with College policy without my further consent. You understand that this consent can be withdrawn at any time by notifying the College in writing and that additional consent will be required for major excursions.

YES, You give permission NO, You do not give permission

7. In the event of an incident, emergency, accident, injury or serious illness, if You cannot be contacted or it is reasonable to do so without contacting You in advance, You give permission for the Principal (or their representative) to seek medical attention for the Student as required. This may include transportation to the nearest hospital, medical centre or doctor by ambulance or private vehicle. You accept that You will be liable for all associated costs.
8. You have read all the information in the Terms of Enrolment and understand the EREA, CECT system and College policies that we will need to abide by should this enrolment application be successful. You understand that this is an ongoing commitment and non- support of these policies may be cause for discontinuation of enrolment. You have read the Personal Information Collection Notice about the collection and management of the personal information contained in this Enrolment Form. You understand that if any misleading information has been provided, or any omission of significant, relevant information made in this application for enrolment, acceptance will not be granted, or if discovered after acceptance of enrolment may be withdrawn.