

## TERMS OF ENROLMENT

These Terms of Enrolment form part of the Agreement between You and Us for enrolment of the Student at the College and continue to apply until completion of the Student's Enrolment and payment of all monies due to the College.

### 1. Definitions

1.1 In these Terms of Enrolment unless the contrary intention is expressed, defined terms have the meanings set out below:

**Agreement** means the agreement between You and Us for Enrolment of the Student at the College comprised of these Terms of Enrolment, the Enrolment Application Form, the Enrolment Offer, the Enrolment Acceptance Form and the Policies.

**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).

**Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

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

**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.

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

**Commencement Date** means the date of Enrolment Acceptance.

**Confidential Information** means this Agreement, all information (regardless of form) disclosed or otherwise made available by a disclosing party to the party receiving the information, for, or in connection with this Agreement, including which:

- (a) is marked as being proprietary or confidential to the disclosing party;
- (b) in the circumstances surrounding disclosure, or because of the nature of the information, ought in good faith be treated as confidential; and whether the information was:
  - (i) disclosed or created before, on, or after the date of this Agreement; or
  - (ii) disclosed as a result of discussions between the parties concerning or arising out of this Agreement.

**Enrolment** means the enrolment of the Student in the College in accordance with this Agreement.

**Enrolment Acceptance** means receipt by Us of all of the following:

- (a) a completed Enrolment Application Form;
- (b) the Enrolment Fee;
- (c) copies of all documents requested in our Enrolment Offer; and
- (d) the signed Enrolment Acceptance Form from You accepting Our Enrolment Offer.

**Enrolment Acceptance Form** means the completed Enrolment acceptance form for the Student signed by You which accepts Our Enrolment Offer and which is submitted to Us through Our Website.

**Enrolment Application Form** means the completed application form for the Student that you submit to Us through Our Website.

**Enrolment Fee** means the enrolment fee of \$150 which comprises a \$50 non-refundable administration fee required for the Enrolment Application to be processed and a \$100 fee for Life Membership of the Old Virgilians Association.

**Enrolment Offer** means the letter from Us to You offering the Student a place at the College subject to the fulfilment of certain conditions outlined in the letter.

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

**Expiry Date** means earlier of:

- (a) the last School Day of the fourth School Term for Year 12 students; or
- (b) the last School Day of the Student's Enrolment as directed by Us or You in accordance with this Agreement.

**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.

**GST** has the meaning given in the GST Act.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth. Expressions defined in the GST Act have the same meaning when used in this Agreement.

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

**Health Information** has the meaning given in the Privacy Act.

**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.

**Optional Charges** means fees incurred for activities, equipment or experiences outside of those available to all students at the College which have been authorised by a parent and/or guardian.

**Personal Information** means information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable.

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

**Privacy Act** means the Privacy Act 1988 (Cth).

**Schedule of Fees and Charges** means the School's fee schedule attached to these Terms of Enrolment as varied from year to year.

**School Day** means any week day on which the College is open for tuition, as defined by Us.

**School Term** means each term of the School Year as defined by Us.

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

**School Year** means each academic year as defined by Us and represents the time that the Student is required to attend the College.

**Sensitive Information** has the meaning given in the Privacy Act and includes Health Information.

**Services** means providing:

- (a) quality education with the promotion of the Catholic ethos;
- (b) learning across a range of courses, programs and discipline areas; and
- (c) support for student learning.

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

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

**Terms of Enrolment** means this document, as amended from time to time in accordance with clause 3.

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

**Website** means Our website at <https://stvirgils.tas.edu.au/>.

**You or Your** means the parent(s) or guardian(s) who have signed the Enrolment Acceptance Form.

## 1.2 In these Terms of Enrolment:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a person includes a body corporate;
- (c) a party includes the party's executors, administrators, successors and permitted assigns;
- (d) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
  - i. that Statutory Provision as amended or re-enacted from time to time;
  - ii. a statute, regulation or provision enacted in replacement of that Statutory Provision; and
  - iii. another regulation or other statutory instrument made or issued under that Statutory Provision;
- (e) money is in Australian dollars, unless otherwise stated;
- (f) "including" and similar expressions are not words of limitation;
- (g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (i) if there is any inconsistency between these Terms of Enrolment, the Enrolment Application Form, the Enrolment Offer, the Enrolment Acceptance Form and Our Policies, the order of precedence will be:
  - i. the Terms of Enrolment;
  - ii. the Enrolment Offer;
  - iii. Our Policies;
  - iv. the Enrolment Acceptance Form; then
  - v. the Enrolment Application Form, to the extent of the inconsistency.

## **2. TERM AND SCOPE OF AGREEMENT**

2.1 This Agreement commences on the Commencement Date and continues until the Expiry Date (**Term**).

2.2 For the duration of the Term, subject to the terms of this Agreement:

- a. We agree to provide the Services to the Student; and
- b. You agree to pay the Fees as varied in accordance with these Terms of Enrolment in consideration for the Services.

## **3. CHANGES TO TERMS OF ENROLMENT**

3.1 You acknowledge that the College may change these Terms of Enrolment by giving You written notice of no less than ten School Weeks.

3.2 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.

3.3 Upon receipt of the notification provided in accordance with clause 3.1, You have the option to cancel the Student's Enrolment if You do not agree to the changes in the Terms of Enrolment.

3.4 Where You chose to cancel the Student's Enrolment in accordance with clause 3.3, 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 of the changes to the Terms of Enrolment.

3.5 You acknowledge that if You choose to cancel the Student's Enrolment in accordance with clause 3.4:

- a. the Student may continue to attend the College until the changes would come into effect; and
- b. You must continue to pay the Fees until the changes would come into effect.

3.6 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.

## **4. GENERAL TERMS OF ENROLMENT**

4.1 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 You are responsible and including all Fees. Current Fees are set out in the Schedule of Fees and Charges attached to these Terms of Enrolment.

4.2 The Schedule of Fees and Charges may be updated each year and includes information about payment options. The interest rate payable on overdue Fees is as set out in clause 11.2c. Interest is payable from the due date until payment is received in full. You will be asked prior to each School Year commencing, how You would like to pay the Fees.

4.3 The laws of Tasmania from time to time govern 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.

4.4 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.

4.5 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.

## **5. RESPONSIBILITY FOR PAYMENT OF FEES**

- 5.1 College Office staff can assist with any queries You may have regarding payment of Fees.
- 5.2 Each person who signs the Enrolment Acceptance Form accepts legal responsibility for payment of Fees incurred for the entire period of the Enrolment of the Student at the College.
- 5.3 Payment of Fees is subject to all terms of this Agreement.
- 5.4 Where there is more than one person signing the Enrolment Acceptance Form:
  - a. the College may issue only one account in the name of all individuals listed on the Enrolment Acceptance Form;
  - b. each person is individually and jointly responsible for payment of the whole of the Fees due and payable, meaning the College can (at its discretion) seek to recover the whole of the due and payable Fees from any one of You;
  - c. each person who has signed the Enrolment Acceptance Form consents to their information in relation to payment of Fees (including payments made or overdue) being disclosed to each other individual who has signed that Enrolment Acceptance Form.

## **6. PRO-RATED FEES**

- 6.1 In cases where a Student commences at or leaves the College part-way through the School Year, Fees will be calculated on a pro-rata basis in accordance with clause 7 and clause 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 whole School Week. Fees will also be pro-rated to the nearest whole School Week where a Student's Enrolment at the College commences part way through the School Year.
- 7.2 For example, in a School year with 40 School Weeks, if a Student commences on Thursday of the 12<sup>th</sup> 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 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 refund 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. We will provide You with reasonable notice of any such payments.

## **9. Notice of withdrawal**

- 9.1 Subject to clause 3.4 and clause 14.2, written notice of at least **ten School Weeks** is required prior to withdrawal of a Student from the College. Where such notice is not provided, full tuition Fees may still need to be paid to the College for these ten School Weeks.  
Withdrawal of a Student prior to the start of the School Year, must also be given with not less than ten School Weeks' notice (i.e. such notice must be given not less than ten School Weeks before the end of the previous School Year).

If a Student is withdrawn at the start of the School Year, a total of 10 weeks of Fees may need to be paid by You.

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 Acceptance 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 We may charge You for, and You indemnify Us from, all reasonable costs and expenses (including without limitation all legal and/or collection costs and expenses on an indemnity basis) incurred by Us resulting from any default in payment (including taking reasonable action to enforce compliance with this Agreement).

11.4 This clause survives the termination or expiry of this Agreement.

#### **12. INDEMNITIES**

12.1 To the extent permitted by law, You indemnify Us against any damages, costs, losses, liabilities, expenses and claims arising during or after the Student's Enrolment suffered by Us or in any claim against Us caused by You or the Student, except to the extent caused or contributed to by Us, or Our agents, employees or contractors.

12.2 Nothing in this Agreement is to be read as excluding, restricting or modifying any guarantees, warranties, representations or conditions implied or imposed by any law (including the Australian Consumer Law) which cannot be excluded, restricted or modified.

12.3 This clause survives the termination or expiry of this Agreement.

### **13. SUSPENSION AND EXPULSION**

- 13.1 We may at Our discretion suspend or expel the Student where You or the Student does not comply with the obligations in this Agreement, behaves in a way that affects the safety or wellbeing of other Students or any of Our employees, agents or contractors, 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.
- 13.2 If We suspend the Student's Enrolment, You must continue to pay the Fees and any applicable Optional Charges for the period of the suspension.
- 13.3 If We expel the Student, You must continue to pay the Fees and any Optional Charges to the end of the month in which the expulsion occurs.

### **14. TERMINATION**

#### **14.1 Termination by the College**

- a. The College may at its discretion, terminate the Student's Enrolment and this Agreement by giving You written notice if:
- i. You do not comply with an obligation set out in this Agreement, including in relation to payment of Fees in accordance with clause 11.2.b; or
  - ii. You or the Student do not comply with Our Policies; or
  - iii. the Student is expelled under clause 13.

#### **14.2 Termination by You**

- a. You may terminate this Agreement for any reason by providing notice of withdrawal of the Student's Enrolment in accordance with Clause 9. If you withdraw 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 or mail to the last known address of the addressee.
- 15.2 Notices sent by post are deemed to be received on the sixth Business Day after posting. Notices sent by email are deemed to be received when sent unless:
- a. the sender receives automated email notification that the email transmission has failed or has been delayed within 12 hours of sending the notice; or
  - b. the sender receives automated email notification to the effect that the recipient is not likely to receive the notice until a later date, which will then become the deemed date of receipt.
- 15.3 Where reasonably necessary to protect our legitimate interests We may give You a notice by publishing that notice on Our Website and taking reasonable steps to draw your attention to that notice (for example, by referring to it in the College newsletter). That notice is taken to be served thirty (30) days from the date of notification that the notice is on Our Website, provided the notice remains published on Our Website for the entirety of that period.
- 15.4 Where there is more than one of You, notice given to any one of You is deemed to be notice to all of You.

## **16. GST**

16.1 Unless otherwise stated in this Agreement, all amounts payable by one party to another party under this Agreement are GST exclusive.

16.2 If GST is imposed or payable on any supply made by a party under this Agreement, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.

## **17. CONFIDENTIALITY**

17.1 The parties agree, in respect of any Confidential Information:

- a. subject to clause 17.2, not to disclose such information to any person, without the prior consent of the disclosing party, unless and until:
  - i. such information becomes generally available to the public in publications in general circulation in Australia, through no action, default or other breach by the recipient party; or
  - ii. the recipient party is required by law to make disclosure, and then only to such extent; and
- b. to keep such documents and any other material containing or incorporating any Confidential Information, in safe custody.

17.2 The parties may, notwithstanding clause 17.1, disclose Confidential Information to such of its representatives who may need such information and only to the extent so needed, to enable such party to fulfil its obligations under this Agreement.

17.3 This clause survives the termination or expiry of this Agreement.

## **18. PRIVACY**

18.1 You consent and authorise us to collect, use and disclose Your Personal Information and the Student's Personal Information (including Sensitive Information), for the purposes of providing the Services to the Student, administering the Student's Enrolment at the College and providing You and the Student with any services and support associated with the Student's Enrolment.

18.2 We will not use or disclose Your Personal Information or the Student's Personal Information to any third party without Your prior written consent unless authorised by law.

18.3 For more information on how we manage Your and the Student's Personal Information and Sensitive Information, please refer to our Privacy Policy on our Website.

18.4 This clause survives the termination or expiry of this Agreement.

## **SCHEDULE OF FEES AND CHARGES**

A copy of the current fees and charges are available at <https://stvirgils.tas.edu.au/fee/>