

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

These Conditions continue to apply for the duration of the Student's enrolment at the College, unless amended by the College, and form a legally binding contract between the Parents/Guardians and the College.

Any right, entitlement, obligation of or action required by the College under the Conditions may be exercised by the Principal and/or the College Board (whichever is deemed appropriate by the College) on behalf of the College.

In this document:

- (a) **College** means Loreto College Ballarat.
- (b) **Conditions** means these Conditions of Enrolment.
- (c) **Parents/Guardians** means the parent(s) and/or guardian(s) of the Student enrolled at the College.
- (d) **Student** means the child of the Parents/Guardians who is enrolled at the College.

Parents/Guardians acknowledge that they have read, understood and agree to the following:

Introduction

1. 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. The College may, in its absolute discretion, reject an application for enrolment or re-enrolment.
2. 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 Parents/Guardians' contact information.
3. Parents/Guardians will communicate with the College promptly (within 24 hours) when the College contacts Parents/Guardians in relation to wellbeing issues.
4. Parents/Guardians must complete a Confirmation of Enrolment form in relation to the Student for each year of schooling at the College. The College may, in its absolute discretion, reject the Confirmation of Enrolment in relation to the Student.

Medical Conditions and Special Needs

5. 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 reasonable adjustments and facilities that may be required. Such information must be based on all current information available to the Parents/Guardians at the time of submitting the Application for Enrolment.

6. 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.
7. The Parents/Guardians authorise the College to:
 - a) 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
 - b) obtain any medical treatment for the Student considered appropriate in the circumstances where the student suffers from an injury or illness.
8. Parents/Guardians 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 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.

Parents/Guardians' Conduct

9. Parents/Guardians 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.
10. If the Principal believes that a mutually beneficial relationship of trust and cooperation between the Parents/Guardians 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 Parents/Guardians to remove the Student from the College and cancel her enrolment together with that of any other child or children they have enrolled at the College.
11. Parents/Guardians agree to comply with the College's rules, procedures and policies as amended from time to time, including but not limited to the College's Parent Charter. The College's Parent Charter can be accessed on the College's website.
12. Parents/Guardians 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.

Curriculum

13. Parents/Guardians acknowledge that the College may change the curriculum or courses that it offers from time to time at its absolute discretion.

Privacy

14. 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.
15. 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.
16. The College collects personal information, including sensitive information, about students and parents or guardians before and during the course of a student's enrolment at the College. The primary purpose of collecting this information is to enable the College to provide schooling

for students.

17. Some of the information the College collects is to satisfy the College's legal obligations, particularly to enable the College to meet its duty of care.
18. Certain laws governing or relating to the operation of schools require that certain information is collected. These include public health and child protection laws.
19. Health information about students may amount to sensitive information within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth). The College may ask Parents/Guardians to provide medical reports about students from time to time.
20. 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, Catholic Education Office, the Catholic Education Commission, your local diocese and the parish, medical practitioners, and people providing services to the College, including specialist visiting teachers, sports coaches and volunteers.
21. If the College does not obtain the information requested in the Application for Enrolment, the College may not be able to enrol or continue the enrolment of the student.
22. Personal information collected from students is regularly disclosed to their parents or guardians. On occasions, information such as academic and sporting achievements, pupil activities and other news is published in College newsletters, magazines and on our website.
23. Parents/Guardians may seek access to personal information collected about them and their daughter by contacting the College. Students may also seek access to personal information about them. However, there may be occasions when access is denied. Such occasions may include 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 the student, or where students have provided information in confidence.
24. From time to time, the College engages in fundraising activities. Information received from Parents/Guardians may be used to make an appeal to Parents/Guardians. It may also be disclosed to organisations that assist in the College's fundraising activities solely for that purpose. The College will not disclose Parents/Guardians' personal information to third parties for their own marketing purposes without your consent.
25. The College includes contact details of Parents/Guardians in an internal College directory for use by staff.
26. If Parents/Guardians provide the College with the personal information of others, such as doctors or emergency contacts, the College encourages Parents/Guardians to inform them that they 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 the information to third parties.
27. For further information please refer to the LORETO COLLEGE PRIVACY POLICY which is available on the College website (www.loreto.vic.edu.au) and available from the College office on request.

Photos and Videos of the Student

28. Parents/Guardians acknowledge and consent to the Student being photographed or videotaped from time to time by an authorised representative of the College 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 or by the Loreto Institute, Loreto Ministries Ltd, other Loreto Colleges, the Catholic

Education Office Ballarat, the Catholic Education Office Melbourne or the Catholic Education Commission of Victoria.

29. The photographs and/or videos described above may appear in material which will be available to colleges and education departments around Australia under the National Educational Access Licence for Colleges (NEALS).
30. Parents/Guardians understand and agree that if they do not wish to consent to the matters described at paragraph 28 above, or if they wish to withdraw the consent, it is their responsibility to notify the College.

Discipline of Students

31. Parents/Guardians agree to support the College in lawful disciplinary actions undertaken by the College which the College deems appropriate to modify, address and deal with the Student's behaviour and conduct.
32. 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, failure of a parent to comply with a term of the Parent Charter, or for any other reason.
33. 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.

Participation

34. Parents/Guardians agree to support the College in the relation to compulsory uniform requirements at all times and enforce any requirement or policy relating to compulsory uniform for students.
35. 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 College hours. Students are required to have a range of items for College activities, including books, stationery and uniform, during her 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.
36. Parents/Guardians give permission for the Student to:
 - a) participate in whole College activities, including the Swimming Carnival (Eureka Swimming Pool), Athletics Carnival (Llanberris), Walkathon (Ballarat local area: bus and walk);
 - b) participate in class activities which occur in the immediate Lake Wendouree and Victoria Park areas;
 - if the situation arose, travel by taxi to and from a venue without the supervision of a staff member; and
 - travel in a motor vehicle drive by a staff member at the College.

Parents/Guardians must notify the College in writing if there are any activities in which they do not give permission for the Student to participate.

College Fees

37. An application fee is payable by the Parents/Guardians at the time they submit the Application for Enrolment (**Application Fee**). The Application Fee is non-refundable.
38. Parents/Guardians who sign the Application for Enrolment are jointly and severally liable for payment of all of the College's fees and charges in relation to the Student (**Fees and Charges**).
39. Fees and Charges are subject to amendment by the College in its sole discretion at any time. The College will generally issue a statement of the Fees and Charges payable for the student for the particular school year in February of that school year. By 28 February of the relevant school year, Parent(s)/Guardian(s) must either:
 - a) make payment to the College of the full Fees and Charges for that school year, in which case they will receive a discount of \$300 (noting that this discount is subject to amendment by the College in its sole discretion at any time); or
 - b) enter into an agreed payment plan with the College whereby the Parent(s)/Guardian(s) will make payment of the Fees and Charges for the relevant school year to the College during the relevant school year.

Parent(s)/Guardian(s) acknowledge and agree that some Fees and Charges may be invoiced throughout the College term (i.e. costs associated with excursions, private music tuition etc) and in such circumstances will be payable within fourteen days of receipt of the relevant invoice.

40. The College reserves the right, which may be exercised at any time, to refuse to allow a student to continue her education at the College, and to cancel the student's enrolment, while any Fees and Charges remain unpaid. Only in exceptional circumstances, at the sole discretion of the College, will a student be allowed to enter a new term if any Fees and Charges are unpaid.
41. If any Fees and Charges are overdue (i.e. not paid within fourteen days of receipt of the relevant invoice), the College may charge the Parents/Guardians interest at the Benchmark Interest rate as determined by the Australian Taxation Office and any reasonable administration costs incurred by the College in respect of managing the unpaid Fees and Charges.
42. Parents/Guardians will also indemnify the College for any costs associated in the recovery of unpaid Fees and Charges.
43. 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/Guardian in accordance with the College's Refund Policy.
44. Any agreement or act by the College not to strictly enforce the terms under these Conditions 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 cancel the Student's enrolment.
45. Subject to paragraph 40 or 43 above, if applicable, 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 Parents/Guardians to pay Fees and Charges.
46. 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.

Withdrawal of Students

47. If the Parents/Guardians wish to withdraw the Student from the College, the Parents/Guardians must give at least one term's 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). If such notice

is not given, the Fees and Charges for the next term will be payable in full.

48. If a student intends to not attend the College for a period of one term or more, 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:
- a) 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
 - b) any Fees and Charges for that term will due and payable by the Parents/guardians.

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.

Court Order

49. 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 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.
50. 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 Parents/Guardians, 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.

General

51. Parents/Guardians agree that if they provide any misleading or inaccurate information in the Application for Enrolment, or in any documents provided with the Application for Enrolment, the College may refuse to enrol the Student or may suspend or terminate the enrolment of the Student.
52. Parents/Guardians acknowledge that the College may from time to time vary the terms of these Conditions.
53. These Conditions 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.
54. Where there is more than one parent or guardian of the Student at the time of enrolment, all parties must sign the Application for Enrolment form and accept these Conditions of Enrolment.

These Conditions are a legally binding contract between Parents/Guardians and the College. By submitting an Application for Enrolment with the College, Parents/Guardians accept and agree to comply with these legally binding Conditions of Enrolment.