



St Patrick's College, Strathfield

# Terms and Conditions of Enrolment

Revised: February 2025

For review: November 2027

St Patrick's College (**College**) is a Catholic school in the Edmund Rice tradition. Education in faith has a privileged place along with the pursuit of academic excellence.

In accepting an offer of enrolment, parents and students are to read this document, then sign and return to the College together with all other documentation required to complete the enrolment process. The return of this document forms part of the enrolment contract between parents and St Patrick's College, Strathfield.

## 1 Purpose of these Terms and Conditions of Enrolment

- 1.1 These Terms and Conditions of Enrolment set out the contractual terms with Edmund Rice Education Australia NSW Colleges Ltd (ABN 60 661 601 118) (**EREA**) upon which a child is enrolled as a student at a school operated by EREA specified in that school's offer of enrolment letter (the **School**).

## 2 Acceptance of Offer of Enrolment

- 2.1 Each parent or legal guardian (referred to as **Parents** for convenience) who accepts the School's offer of enrolment for a child, also agrees to the terms in these Terms and Conditions of Enrolment for the duration of the child's enrolment (subject to clause 3).
- 2.2 A parent who causes a child to attend the School for the purpose of receiving educational services is deemed by their conduct to have accepted these Terms and Conditions of Enrolment.
- 2.3 All parents with parental responsibility for a child must agree to the terms in these Terms and Conditions of Enrolment, unless the School provides written confirmation that it accepts otherwise. The School may request evidence from a parent in support of this arrangement prior to accepting an enrolment by only one parent.
- 2.4 The acceptance of the offer must be accompanied by an enrolment fee of \$1500.00. If the fees are not received by the due date the enrolment will lapse.
- 2.5 If the student does not commence the enrolment, the enrolment fee will not be refunded unless the College, acting reasonably, agrees that there are special circumstances supporting a full or partial refund. A decision to enrol the student at another school will not, of itself, constitute special circumstances. The main entry point at the College is Year 5.
- 2.6 If the Parents wish to defer the entry of a student to a different calendar year to the initial request, the College will advise whether it is able to agree to this. If it is unable to agree, the Student will be placed on a waiting list for the requested year but enrolment cannot be guaranteed.

### **3 Ongoing nature of these Terms and Conditions**

- 3.1 These Terms and Conditions of Enrolment are ongoing, and will remain in place until such time as:
- a. a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Terms and Conditions of Enrolment;
  - b. a child completes a Year 12 education at the school.
- 3.2 The School reserves the right to reasonably amend these Terms and Conditions of Enrolment annually, to address the operational needs of the School. The School will provide advance notice of any amendments by communicating the amendments to the family no later than the third week of Term 3, with the relevant amendments to take effect the next year (and which, for the avoidance of doubt, will not apply retrospectively). A family will accordingly have the option to give notice of withdrawal in accordance with clause 8 before the amendments take effect.
- 3.3 A parent who agrees these Terms and Conditions of Enrolment in relation to an enrolled child at the School, also agrees to these Terms and Conditions of Enrolment in relation to each of the parent's children enrolled at any EREA School at that time.

### **4 Conditional Enrolment**

- 4.1 All enrolments are at the discretion of the School and conditional upon the School being satisfied in its reasonable discretion that the Student's needs can be met by the College. The School may cancel the enrolment if it reasonably determines prior to the start of the enrolment that the child's needs cannot be met.
- 4.2 The School may require Parents to provide reports and assessments necessary to determine the particular needs of the child.
- 4.3 Competence in English is a pre-requisite for enrolment. If the School considers that the English language capabilities of the child are not sufficient it may require the child to undergo an intensive English language course. If the required language level is not reached, the School may decide that the enrolment should be cancelled.

### **5 Responsibilities of the School**

- 5.1 The School will provide an education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by the School from time to time at its absolute discretion.
- 5.2 The School will deliver the school curriculum through a range of methods, including the provision of on-campus education and online learning arrangements. The School may transition to online or alternative learning arrangements, either in whole or in part, where, in its sole discretion, the School considers it necessary or appropriate to do so. Relevant considerations may include, but are not limited to concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.
- 5.3 Parents acknowledge that the School does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.
- 5.4 If the College reasonably considers that the progress of a Student is unsatisfactory and that it can no longer meet the Student's needs it may terminate the enrolment of the Student by giving not less than one term's notice.

## **6 Support for the School**

### **6.1 Each parent:**

- a. acknowledges that the School provides a Catholic education in the Edmund Rice tradition;
- b. agrees to cooperate fully with the School to promote the child's education, including by involving themselves in the life of the School and being responsive to the School's concerns; and
- c. agrees to ensure the child and the child's parents familiarise themselves and comply with EREA and the School's codes of conduct, handbooks, directions, policies, procedures, rules and values as published and amended by EREA and/or the School from time to time at its absolute discretion.

### **6.2 Each parent will do all things reasonably necessary during the enrolment period to ensure the child:**

- a. acts in accordance with and upholds the School's Catholic faith in the Edmund Rice tradition, as well as the School's ethos, reputation and values;
- b. is well-presented, wears the school uniform at all times, and complies with the School's appearance standards;
- c. arrives at school on time, attends all classes and is prepared for study;
- d. completes assessments and exams, and performs homework, when asked to do so;
- e. attends school-related activities, camps, excursions, events and retreats (collectively, Co-curricular Activities);
- f. participates fully (with regard to the child's needs) in all aspects of the life and programs of the School, which includes participating in the Catholic beliefs in the Edmund Rice tradition of the School through religious education classes, prayer, liturgical and faith life of the School (notwithstanding the religious background of the child and their family);
- g. cares for all school buildings, furniture, property and equipment;
- h. does not leave the school grounds during school hours, except as authorised by the School from time to time;
- i. does not possess, use, distribute or sell illegal or illicit substances (including tobacco, e-cigarettes, personal vaping devices (regardless of whether they contain nicotine), medication (unless used in accordance with a prescription), drugs or alcohol, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances;
- j. does not pose a risk to their own health and safety, or the health and safety of others; and
- k. is familiar and complies with EREA and the School's codes of conduct, behavioural standards, handbooks, directions, policies, procedures, rules and values as published and amended by EREA and/or the School from time to time at its absolute discretion.

## **7 School Fees and Charges**

- 7.1** The EREA and the College Advisory Council determines the fees and charges that will be payable from time to time which are set out in a Schedule of Fees. The Schedule of Fees is revised regularly and may be amended each year. Where possible, the College will give not less than one (1) term's notice of any change to the Schedule of Fees.

- 7.2 Fees and charges are also levied for cocurricular activities, elective subjects, excursions, sport and camps.
- 7.3 The College may also incur expenditure for the Student's needs on behalf of the Parents as it reasonably considers necessary, which may be added to the Parents' school account.
- 7.4 All medical expenses reasonably incurred on behalf of a Student must be reimbursed by the Parents. All fees and charges must be paid on or before the due date set out in the fees notice.
- 7.5 If fees and charges are not paid within 30 days of the due date an overdue charge may be levied calculated on the amount outstanding from the due date. This charge reflects the reasonable administrative and financial costs of collecting the outstanding fees and charges which may be incurred by the College as a result of the late payment. The charges payable from time to time can be obtained from the College office.
- 7.6 While an invoice for fees and charges remains outstanding, the College may determine that the student will not be permitted to participate in any discretionary activity offered by the College (such as, sport, excursions, camps and local, interstate or overseas trips).
- 7.7 If fees and charges are not paid within 60 days of the due date, the Student's enrolment may be terminated unless the College agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the Student's enrolment being terminated without further notice.
- 7.8 Fees will not be remitted in whole or part if the Student is absent due to illness, leave or suspension.
- 7.9 If students are undertaking activities that incur extra fees or charges, not less than six (6) weeks' notice must be given to discontinue these activities or six (6) weeks' fees for these activities will be charged unless the College in its reasonable discretion agrees to waive some or all of these fees.
- 7.10 Contribution to the Building Fund, at least at the suggested level, is expected. Contributions to the Building Fund in excess of this suggested level are gratefully received.
- 7.11 Unless otherwise agreed in writing with the School, each parent agrees:
- a. to be jointly and severally liable for the payment of all School Fees imposed by the School during the child's enrolment;
- Note – Each parent must agree to be jointly and severally liable, unless the School accepts a Change of Financial Responsibility Form (a copy of which is available from the Director of Business Services). The School may request evidence from a parent in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability.*
- b. to pay all School Fees imposed by the School by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the child's enrolment; and
  - c. that School Fees are not ordinarily refundable. However, the Principal may, in their sole discretion, consider, grant or deny a request for a refund by a parent.
- 7.12 The School's fee schedule is not an exhaustive list of fees, charges and levies that apply during the child's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. Co-curricular Activities, camps), or for goods which the child or the child's parents purchase via the School (e.g. uniforms), and written details of these will be communicated to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.

- 7.13 EREA schools operate on a not-for-profit basis, and are reliant on parents meeting their financial commitments if it is to deliver a quality education for students. In the event that any School Fees (or any other fees, charges and levies) imposed by the School are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment then the School may in its absolute directions;
- a. refuse the student and any sibling's participation in Co-curricular Activities;
  - b. withhold student reports and other information or documents;
  - c. suspend and/or terminate the enrolment of the child and any sibling(s); and/or
  - d. commence debt recovery action.
- 7.14 School Fees continue to apply to all enrolled students without reduction or offset during any period in which the child is enrolled, including without limitation:
- a. any period in which the child is absent from the School;
  - b. any period of remote learning; and
  - c. any period where a reduced program is agreed.
- 7.15 Each parent agrees to jointly and severally indemnify the School for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by the School.
- 7.16 The School may in its sole and absolute discretion charge (and each parent agrees to jointly and severally pay) interest on any amount of School Fees (or any other fees, charges and levies imposed by the School pursuant to these Terms and Conditions of Enrolment) that remain unpaid for 28 days after they fall due for payment.

## **8 Withdrawal or Termination of Enrolments**

- 8.1 Parents acknowledge that due to the ongoing nature of a child's enrolment, the School commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections. Accordingly, the School requires reasonable notice of a student's withdrawal from the School, having regard to the administrative, financial, industrial and practical cost and inconvenience that the School needs to manage when a student is withdrawn (even in circumstances where the School operates a student waiting list). In this regard whilst it is generally difficult for the School to fill a vacant place of enrolment at short notice, this difficulty increases the closer a student is withdrawn to the commencement of a new school year.
- 8.2 To withdraw a child's enrolment (whether on a permanent or temporary basis), the child's parents must give at least a full school term's written notice to the Principal and the Enrolment Officer. This means that the Principal and Enrolment Officer must receive notice in writing from both of the child's parents (unless one parent has legal decision-making capability for the child) by no later than:
- a. where the child has not commenced enrolment: on the first day of the school term immediately prior to the term where the enrolment was scheduled to commence;
  - b. where the child will leave the School on the last day of a school term: the first day of that term;
  - c. where the child will leave the School prior to the commencement of, or during a term: the first day of the previous school term.

- 8.3 A child's parents may give 8 weeks' written notice to the Principal and the Enrolment Officer that a child's enrolment is being withdrawn (in lieu of a full school term's notice ordinarily required under clause 8.3) where:
- a. such notice is given in the period between the commencement of Term 4 in one school year and prior to the commencement of Term 1 in the subsequent school year;
  - b. the subsequent school year's fee schedule will result in tuition fees for the relevant year of the child's enrolment increasing by more than 10% when compared to the previous year's tuition fees.
- 8.4 If notice is not given in accordance with this clause 8, the withdrawn child's parents each agree to jointly and severally pay to the School in lieu of such notice the full amount of School Fees (and any other fees, charges and levies) imposed by the School for the period up to the end of the first full school term following the period during which notice ought to have been given that the child would not be commencing enrolment, or would be ceasing enrolment, with the School.
- Note – This means that if a student's enrolment is withdrawn without proper notice during the middle of a school term, the student's parents must pay both that term and the next term's School Fees (and any other fees, charges and levies) imposed by the School.*
- 8.5 The School may terminate the child's enrolment and the enrolment of any sibling (with or without notice) by expelling the child from the School, in circumstances where, in the reasonable opinion of the School, any of the following apply:
- a. a parent otherwise breaches these Terms and Conditions of Enrolment;
  - b. the child (or one of the child's parents, or a sibling enrolled at the School) has acted inconsistently with the expectations set out in EREA and/or the School's codes of conduct, directions, handbooks, policies, procedures, rules or values, or has breached a reasonable direction of the School;
  - c. the School is not satisfied it can meet the needs of the child including, for example, because the child is not benefitting from the curriculum, courses or programs provided by the School, or the child is not, in the School's reasonable opinion, school-ready;
  - d. the School is not satisfied that there remains sufficient trust and confidence between EREA and/or the School and the child's family for an effective enrolment relationship; or
  - e. as otherwise provided for in these Terms and Conditions of Enrolment.
- 8.6 All outstanding School Fees (and any other fees, charges and levies) imposed by the School, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the child's last day of enrolment.
- 8.7 In the event of suspension or termination of enrolment under these Terms and Conditions of Enrolment, there will be no refund or waiver of any School Fees (and any other fees, charges and levies) imposed by the School.
- 8.8 Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that Parents advise the College in writing, via the completion of the Withdrawal of Student form, of the name of the school the Student will be attending and the grade the Student will be entering at the new school.
- 8.9 If the College does not give at least one term's notice of an increase in the fees payable by the Parent, the Parents may withdraw the Student from the end of the term in which the notice of the Fee increase was given provided notice of withdrawal is given to the College within 30 days of the date on which the notice of the Fee increase was given.

- 8.10 If the required notice of withdrawal of a Student is not given and the College is not reasonably able to immediately fill the student's place for the relevant term the Parents must pay a College term's fee plus GST.

## 9 Obligations of Students

9.1 Students are required to have high standards of behaviour and:

- a. abide by the College Rules and Codes of Conduct ([\*Shining the St Patrick's Way\*](#)) as they apply from time-to-time,
- b. behave courteously and considerately to each other and to staff at all times,
- c. not do anything which may bring the College into disrepute, including in print and electronic media,
- d. support the goals and values of the College,
- e. attend and, if required, participate in assemblies, the College sports program, important school events such as Speech Day or other events determined by the Principal, and camps, retreats, reflection days and excursions that are an integral part of the College curriculum,
- f. wear the College uniform as prescribed including when travelling to and from school and follow conventional standards of appearance while at school in accordance with the College's guidelines and the expectation of the College community,
- g. attend the College during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted,
- h. all students are responsible for their own work in class, the completion of classwork and homework, the preparation and timely submission of assessments and assignments and diligent approaches to study,
- i. politeness and respect for all is an essential feature of College life,
- j. while travelling to and from the College and during College endorsed activities, students are to be courteous, cooperative and conscious of the general public,
- k. all students are expected to maintain and promote a high standard of self-discipline and to conduct themselves in accordance with the standards contained in the College diary and student codes of discipline and behaviour management,
- l. students must not do or say anything which may adversely affect the reputation of the College, including in print, electronic or social media,
- m. smoking, vaping, the use of alcohol, illicit drugs, dangerous and prohibited substances and the possession of such items is strictly forbidden,
- n. students' bags and possessions (which includes student lockers) may be searched or students may be asked to empty their pockets if staff have reasonable grounds to believe the student is in possession of illegal, dangerous, offensive or inappropriate items, substances or material. If there is a concern for the immediate safety or wellbeing of students or other persons, and/or there is reason to believe students may be in possession of an illegal or illicit substance or in possession of offensive or illegal material, the police may be called and the student's parents will be notified,
- o. punctuality and regular attendance at the College at all lessons is mandatory. Attendance at times prescribed by the College, including weeknight and weekend occasions, is expected,

- p. participation in the co-curricular ([Statement of Co-curricular Involvement](#)) and extra-curricular life of the College is compulsory. These activities extend beyond the ordinary hours of school and are a necessary part of the overall College program. Students are enrolled on the understanding that they join in sports, retreats, SOL Service (Years 5-10) and Social Justice Service (Year 11), camps, excursions and other co-curricular opportunities,
- q. Students who have the ability and physical fitness and are chosen to represent the College in sport will do so willingly, enthusiastically, and conscientiously as a way of building College spirit. Commitment to College co-curricular and extra-curricular activities has priority over part-time work, outside tuition sessions, sporting club commitments and all other commitments,
- r. the full College uniform is to be worn at all prescribed times and dates and as designated. Full sport and other specialist uniforms are also to be worn as they apply to a particular activity. Haircuts and styles are to be in keeping with College regulations. No visible jewellery, except the wristwatch or a modest religious necklace/bracelet, is to be worn. Tattoos are forbidden.

## 10 Obligations of Parents

### 10.1 Parents:

- a. are expected to support the faith life of the College inclusive of, but not limited to; liturgical celebrations, formation and service learning (inclusive of SOL Service (Years 5-10) and Social Justice Service (Year 11) and the work for justice across all year levels, along with religious education classes. We ask all families to participate in fundraising in relation to their capacity to do so and to engage with issues of justice and human rights, bringing awareness, action and advocacy to the fore.
- b. as part of the College community, parents are asked to live the EREA Touchstones each day – Gospel Spirituality, Liberating Education, Inclusive Community, Justice and Solidarity. Parents are encouraged to involve themselves in the Faith and Identity life of the College wherever possible.
- c. assist their sons in complying with the above requirements.
- d. must accept and abide by the requirements and directions of the Principal relating to the Student or students generally and not interfere in any way with the conduct, management and administration of the College,
- e. are required to support the goals, values and activities of the College, and
- f. should view the College's Parent Lounge on a regular basis and/or read the weekly newsletter, *Especean*.

10.2 Parents must promptly advise the College if the Student will be absent from the College due to ill health or other reason.

### 10.3 Parents also:

- a. must ensure the Student has each item of the officially required uniform clean and in good repair, and all other requirements, such as textbooks and stationery.
- b. should communicate with students, other parent (s), visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the College from time-to-time and observe the Parent Code of Conduct.
- c. should use their reasonable endeavours to attend parent-teacher interviews and parent forums and participate in courses offered by the College that are relevant to the Student's education, comply with College procedures, the requests of College staff, with any applicable code of conduct

of the College or the sporting association of which the College is a member, and encourage others attending in relation to the student to do the same.

- d. agree to civil and courteous communication with members of the College staff at all times and undertake to abide by the Parent Code of Conduct.
- e. must not disseminate inaccurate, misleading or defamatory information on social media to in relation to the College, staff, students or other members of the College community.

## **11 Change of Details**

- 11.1 Each parent must immediately inform the School of any change in the child's or a parent's residential home and postal address, email address, telephone numbers, and/or family circumstances.
- 11.2 Parents must notify the School immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the School (or which the School may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).
- 11.3 Parents agree that the School will not be obliged to change the child's name in its internal database and learning management system unless one of the following apply:
  - a. both parents agree in writing (even where only one parents has signed the Terms and Conditions of Enrolment),
  - b. the School is provided an Order of the Court which permits the child's name change,
  - c. the School believes other special circumstances exist (for example, those relating to gender identity).

## **12 Communication, Instructions and Emergencies**

- 12.1 Parents acknowledge that the School reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety and welfare, having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.
- 12.2 Despite clause 12.1:
  - a. any notice given by the School to any one of the child's parents will be deemed to be given to all parents. Notice can be given by email, hand, prepaid post, in the school newsletter, on the school website, or via the child (e.g. a note in the student diary).
  - b. similarly, should the School require instruction, authority or direction on any issue concerning the child then the School may act upon the instruction, authority or direction of any one of the child's parents and having regard to what the School considers, in its reasonable opinion, to be the best interests of the child.
  - c. the School is entitled to expect that a parent will communicate with the other parent about any communication under this clause 12.
- 12.3 In the event of any medical or other emergency arising in respect of the child then, should the School consider it impracticable to communicate with the child's parents, each parent authorises the School to act as it considers, in its reasonable opinion, to be the best interests of the child. Each parent agrees to jointly and severally indemnify the School in respect of any reasonable costs and expenses which the School incurs as a result of the School taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

### **13 Information about a Child's Relevant Needs**

- 13.1 The School is an inclusive school, and will comply with its statutory obligations regarding students with disabilities (including in relation to making reasonable adjustments).
- 13.2 Notwithstanding such compliance, parents acknowledge that the School is not necessarily able to cater to every prospective student's needs. The School also reserves the right to set and enforce reasonable standards of dress, appearance and behaviour.
- 13.3 Accordingly, each parent must inform the School of all relevant needs the child has (or has had) which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare of others) and provide to the School all reports, assessments and information in relation to those needs. A child's relevant needs may relate (amongst other things) to allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements, and needs of a medical, psychological, health or dietary nature.
- 13.4 If a parent fails to inform the School of any relevant needs in relation to the child then the School, in its absolute discretion, may refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under these Terms and Conditions of Enrolment).
- 13.5 Each parent agrees that they will immediately inform the School should their child develop relevant needs, or should the relevant needs of the child change, either before or during the child's enrolment at the School.
- 13.6 Where a parent promptly informs the School of their child's relevant needs, or where a child's needs develop or change, then the School will discuss those needs with the child's parents as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. In accordance with its relevant procedures, the School will then assess whether it has the capacity and resources to provide a safe and fulfilling learning environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments.
- 13.7 If the School subsequently considers, in its reasonable opinion and subject to its legal obligations, that the School cannot meet the relevant needs of the child then:
- a. the School may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
  - b. the child's parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).

### **14 Programs and Activities**

- 14.1 The College determines the educational and other programs and activities conducted at the College from time to time in its reasonable discretion.
- 14.2 The College may change its programs and activities and the content of these programs and activities without notice where reasonably necessary or desirable to do so.
- 14.3 The Student will be required to participate in all compulsory activities including excursions, camps, retreats, reflection days and outdoor education unless the Principal agrees otherwise. Charges may be levied for these activities and will be payable unless the Student is unable to attend due to ill health or other good reason which makes it impossible for the Student to attend.

## **15 Reports and Notices**

- 15.1 The College will generally publish academic reports and notices to the TASS Portal, Parent Lounge, access via the email addresses provided by the Parents. Where Parents do not live together, reports and notices can be accessed by both Parents in the Parent Lounge unless:
- a. there is an Order of the Court providing reports and notices to be published to one Parent,
  - b. there is an agreement between the Parents that the reports and notices will be published to one Parent, or
  - c. the College in its reasonable discretion considers that it is in the best interests of the Student that reports and notices should only be published to one Parent.

## **16 Leave**

- 16.1 Requests for leave from College activities, including academic and co-curricular programs, and early departure at the end of the day or term and/or late return from breaks are, in general, considered only in exceptional cases and only on receipt of a written application from the parents to the Director of Middle School (5-8)/Director of Senior School (9-12)/Director of Co-curricular and relevant Year Coordinator. Parents are to provide a satisfactory explanation in Parent Lounge or in writing to their son's homeroom teacher in relation to any absence for a part or whole day during term time, including late arrival at the beginning of the day. Leave will usually only be granted in most extreme circumstances.

## **17 Suspension & Termination of Enrolment**

- 17.1 The College may suspend or terminate the enrolment of a student at any time for reasons which may include, but are not limited to:
- a. a serious breach of the College's rules or Code of Conduct;
  - b. where a Parent has breached these Enrolment Conditions or the Parent Code of Conduct; conduct prejudicial to the reputation of the College or the well-being of its students or staff, and
  - c. where the Principal or EREA NSW reasonably believes that a mutually beneficial relationship of cooperation and trust between the College and the Parents or a Parent has broken down to the extent that it adversely impacts that relationship.
- 17.2 The College will only exercise its powers under this clause to terminate the enrolment if it has provided the Student and their Parent(s) with details of the conduct which may result in a decision to terminate the enrolment and provided them with a reasonable opportunity to respond and where there has been procedural fairness.
- 17.3 The College may terminate the enrolment of the Student without notice if, either before or after the commencement of enrolment, the College finds the relevant particulars of the special needs of the Student have not been provided to the College or the particulars provided are materially incorrect or misleading, and the failure to provide that information has had a material effect on the College or the student's welfare or both.

## **18 Court Orders**

- 18.1 The Parents must provide accurate information to the College about any arrangement between Parents or Court Orders in relation to the Student at the time for applying for enrolment. The Parents must immediately notify the College of any new arrangements or changes to any previously communicated arrangements.

18.2 The Parents must immediately notify the College of any new Court Orders or changes to any previously communicated Court Orders.

18.3 The Parents' obligations to the College are joint and several.

## **19 Loss of Property and Insurance**

19.1 Students must care for the property of others including the School's buildings, furniture and equipment. Each parent agrees to be financially responsible (and jointly and severally indemnify the School) for any property damage caused by their child at the School or while participating in school-related activities.

19.2 It is impossible for the School to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage or theft. All personal property brought by the child to the School or to school-related activities is at the sole risk of the child and their parents. The School accepts no liability for loss or damage to personal property of the child, however that may occur, and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.

19.3 The School does not generally insure the personal property of students and their parents, and may have limited personal accident insurance involved in official School activities. It is the responsibility of each child's parents to arrange such personal accident or property insurance as they consider appropriate.

## **20 GST**

20.1 Where possible the School Fees (and any other fees, charges and levies) imposed by the School will be quoted on a GST inclusive basis where applicable. If GST subsequently becomes payable in respect of any part of any fees, charges and levies imposed by the School then the School reserves the right to increase those fees, charges and levies at any time.

## **21 Personal Information**

21.1 The School handles personal information in accordance with the School's privacy policy, as published and amended by the School from time to time. Each parent agrees that they have read and understood the privacy policy. The School's Privacy Policy and Guidelines are available on the School's website.

21.2 Each parent acknowledges that:

- a. the School often photographs, videos, films, records and livestreams students (collectively referred to as 'images') as part of everyday school-related activities and events. This is done in relation to a variety of educational and cocurricular programs such as school photos, classroom activities, sport, camps, performances and more. Images are recorded for a variety of reasons and may be used across a range of print and digital mediums;
- b. unless the School is advised otherwise in writing, each parent authorises the School to photograph or record their child (and the parent when attending school-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (e.g. drama and music), magazines and newsletters, official posts on the EREA and/or School website or social media pages, and any websites on which a school event is broadcast or live streamed); and
- c. consent can be withdrawn in accordance with the School's consent process as set out in the School's Privacy Policy.

*Please note that even when authorisation is withheld then incidental, internal or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded school-related activity or event).*

Withdrawal of consent may also impact the student's participation in certain activities or events.

- 21.3 The School and EREA may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment process, and parents understand:
- a. this may involve the School making enquiries and obtaining information from third parties such as credit providers, medical practitioners, government departments, financiers and other educational institutions;
  - b. the School may use any information obtained as deemed necessary; and
  - c. the School may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including with regard to the Privacy Act 1988 (Cth) and the Australian Privacy Principles (if applicable).

## **22 Circumstances Outside the School's Control**

- 22.1 Where a school campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, the School may require the child to attend an alternative campus or facility, or participate in online learning. The inability of the School to provide the child with access to any particular campus, facility or service will not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of the School.
- 22.2 The School is otherwise not liable to parents for any failure to perform an obligation under these Terms and Conditions of Enrolment, provided that the School has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:
- a. is beyond the reasonable control of the School; and
  - b. makes performance of that obligation impossible (e.g. act of God, pandemic, natural disaster, or act of terrorism).

## **23 General**

- 23.1 Please note that while compliance by the child and their parents with these Terms and Conditions of Enrolment is required, EREA and the School's codes of conduct, directions, handbooks, policies, procedures, rules and values do not form part of these Terms and Conditions of Enrolment.
- 23.2 If a provision in these Terms and Conditions of Enrolment is held to be illegal, invalid, void, voidable or unenforceable:
- a. that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
  - b. if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions of Enrolment.
- 23.3 These Terms and Conditions of Enrolment will be governed by the laws in force in the State of New South Wales.

23.4 A child's parents agree that:

- a. the School will not be liable to any of the parents for any personal illness or injury, or indirect or consequential loss (including, but limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a parent arising out of a breach by the School of these Terms and Conditions of Enrolment;
- b. a parent will not be entitled to set off against or deduct from the School Fees (or any other fees, charges and levies) imposed by the School, any amount owed or claimed to be owed to that parent by the School; and
- c. a parent will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by the School, because part of that amount is disputed by the parent.

23.5 To the extent permitted by law, parents hereby release and forever discharge the School (and its principals, agents, employees, trainers, contractors and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and expenses of whatsoever kind which may arise out of or incidental to a child's personal illness or injury sustained during the course of the child's education or enrolment, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the parents.

23.6 Nothing in these Terms and Conditions of Enrolment is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

## 24 Amendment of Terms and Conditions

24.1 The College may alter the terms and conditions of enrolment at any time by giving not less than two (2) terms' notice to the Parents) in writing which will apply to both current and future students and parent/guardian(s) from the date specified in the notice.

## 25 Definitions

In the terms and conditions:

**Parent(s)** means the parent/carer/guardian(s) who entered into the contract of enrolment with the College.

**College** means St Patrick's College, Strathfield

**School** means a school operated by EREA specified in that school's offer of enrolment letter

**Student** means the student who is named in the contract of enrolment

**EREA** means Edmund Rice Education Australia NSW Colleges Ltd