General Terms and Conditions

BETWEEN:

Dominic College Glenorchy Limited

and

The Signatories to the Enrolment Acceptance

DOMINIC COLLEGE

204 Tolosa Street
Glenorchy TAS 7010
(03) 6274 6000

GENERAL TERMS AND CONDITIONS

Parties Dominic College Glenorchy Limited (ABN 56 649 750 087) of 204 Tolosa Street, Glenorchy TAS 7010 (the **School**)

The Signatories to the Enrolment Acceptance (**You/Your**)

The Parties Agree that:

1. Term

This document commences on the Commencement Date and continues until the Expiry Date.

2. Meaning of Defined Terms in this Document

Words throughout this document that start with a capital letter have a defined meaning which can be found in Schedule 1 "Definitions and Interpretation" and can be located at the back of this Document.

3. Provision of Services

For the duration of the Term, subject to the terms of this document:

(a) We agree to provide the Services to the Student; and

(b) You agree to pay the Fees and, if applicable, the Optional Charges set out in clause 4 (Fees and Charges).

4. Fees and Charges

4.1. You must submit the Enrolment Application Fee with the Enrolment Application. The Enrolment Application Fee is non-refundable.

4.2. You must pay an Enrolment Acceptance Fee if the Student's Enrolment Application is approved. The Enrolment Acceptance Fee is due and payable upon Enrolment Acceptance. The Enrolment Acceptance Fee is non-refundable.

4.3. If You do not return the signed Enrolment Acceptance Form and the Student attends the School for classes You are deemed to have read, understood and accepted the terms of this Document which will apply to the Student's enrolment. However, We reserve the right to cancel the Student's enrolment at the School by giving You written notice.

4.4. Sibling enrolment priority is conditional upon Your Fees being up-to-date. If an Enrolment Application relies on sibling priority, You must ensure that all Fees relating to siblings currently attending, or who have previously attended the School, are paid up-to-

date, with no arrears outstanding, at the time of Enrolment Application, Enrolment Offer, Enrolment Acceptance, or the first day of School.

4.5. You must pay to Us the Fees (calculated by Us in accordance with the Fee Schedule) as varied in accordance with the Conditions including this clause 4.

4.6. You must continue to pay Us the Fees when the Student is absent from School regardless of the length of the absence or the reason for the absence.

4.7. The College Fees are annual fees payable in advance on the first School Day of each School Year.

4.8. Notwithstanding clause 4.7 and subject to clause 4.10, You may pay College Fees in ten (10) monthly instalments (February to November). You will receive a **fee statement** for each instalment. Each fee statement is payable within twenty-one (21) days of the statement date.

4.9. You may pay the Fees at any time and in any amount (including amounts in advance) provided each fee statement is paid in full by its due date.

4.10. In the event of any default in paying a fee statement, We may stop permitting You to pay by instalments and demand that the full amount of the College Fees for that School Year be paid immediately.

4.11. We will notify You in writing of:

(a) any Additional Fees payable by You; and/or

(b) any Optional Charges which may be payable by You,

and provide a description of the Additional Fees and/or Optional Charges.

4.12. The Additional Fees are payable by You:

(a) if those Additional Fees are included on a fee statement – within the time for payment stated on the fee statement; or

(b) otherwise – within the time specified on the invoice for those Additional Fees, being not less than fourteen (14) days from the date of the invoice,

or within such other timeframe as agreed between the parties.

4.13. If You choose any of the Optional Items you are liable for the Optional Charges. You must pay the Optional Charges to Us within the time specified on the invoice for those Optional Charges, being not less than fourteen (14) days from the date of the invoice, or within a timeframe agreed between the parties.

4.14. An alternative arrangement for payment of the Fees and/or Optional Charges may be agreed between the parties, however that arrangement will be void in the event of any default.

4.15. If you are in default of payment of Our Fees, or are receiving fee assistance, the Student is not eligible to attend or participate in Extra-Curricular Activities.

4.16. Each fee statement submitted by Us must be in the form of a valid tax invoice for the purposes of the GST Act if an amount included in the fee statement is subject to GST.

4.17. The Fees and Optional Charges are payable by the various methods nominated by Us from time to time.

4.18. Each year at the time that Our annual budget is prepared (**Review Date**), We will review and adjust the Fees (**Revised Fees**).

4.19. If We determine that Revised Fees are payable by You, We will notify You in writing of the Revised Fees within forty-five (45) days after the Review Date.

4.20. We acknowledge that You have the option to cancel the Student's enrolment if the Revised Fees are too expensive for You.

4.21. Where You choose to cancel the Student's enrolment in accordance with clause 4.20, You must provide Us with written notice of your decision to cancel the Student's enrolment within thirty (30) days of the date of Our notice to You of the Revised Fees.

4.22. You acknowledge that if You choose to cancel the Student's enrolment:

(a) the Student must continue to attend School until the end of the current School Year; and

(b) You must continue to pay the Fees and any Optional Charges until the end of the current School Year.

4.23. If You fail to make payment of any Fees and/or Optional Charges owing to Us within twenty-one (21) days of the statement or invoice date, We will be entitled (without prejudice to any other right or remedy) 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;

(c) not allow the Student to participate in any extra-curricular activities;

(d) charge a late payment fee;

(e) charge interest on overdue amounts at a rate of 10% per annum from the due date to the date payment is received in full;

(f) use Our own internal collection procedures to collect overdue Fees or Optional Charges;

(g) appoint a Collection Agency and/or solicitor to collect overdue Fees and Optional Charges.; and/or

(h) redirect a credit balance or payment made by You to Us to offset or clear the overdue Fees and/or Optional Charges owed by You to Us.

4.24. If We appoint a Collection Agency and/or a solicitor under clause 4.22(g), We have the right to collect from You:

(a) reasonable collection costs; and/or

(b) reasonable legal costs incurred by Us on an indemnity basis.

5. Late Commencement

5.1 If the Student's enrolment at the School commences part way through a month for which the College Fees apply, You will be required to pay a proportion of the College Fees on a pro rata basis, to the nearest week of the Student's enrolment, including any partial weeks of attendance as full weeks until the issue of the next fee statement.

5.2 If, at Your option, the Student commences School later than the agreed enrolment date, the College Fees remain payable from the agreed enrolment date.

6. Withdrawal of Students

6.1 You are required to provide the Principal with at least ten (10) School Weeks prior written notice (**Notice Period**) before withdrawing the Student from the School.

6.2 If You withdraw the Student from the School prior to the end of the Notice Period required by clause 6.1, You will be liable to pay the Fees and any Optional Charges up to the end of the Notice Period.

6.3 Upon the removal of the Student from the School, You must pay all outstanding Fees and Optional Charges until the end of the Notice Period.

6.4 If You withdraw the Student from the School prior to the end of the School Year, and You received the 2.5% Annual Discount because You paid Your annual fees in full at the beginning of the School Year, you will no longer be eligible to receive this discount and the value of the discount received will become immediately due and payable to Us.

7. General Obligations

7.1 You and the Student must comply with the below general obligations. It is your responsibility to ensure the Student understands their obligations. The obligations are that you both:

(a) understand the Publications and agree to comply with the rules, procedures and requirements set out in the Publications, including the Parent Handbook;

(b) understand the Conditions and agree to comply with the Conditions;

(c) understand the Policies and agree to comply with the Policies;

(d) support the values and ethos of Our School as set out on the Website, in the Parent Handbook and College Publications and Policies;

(e) behave in accordance with Our values and abide by Our Parent Code of Conduct, Student Code of Conduct, and Our Policies at all times;

(f) keep Us informed at all times of any change to Your email address, postal address, residential address and any other contact details;

(g) co-operate with and obey all of Our reasonable instructions in relation to this Document and the instructions of the Principal and any of Our agents, employees and contractors;

(h) perform Your obligations under this Document in a proper and competent manner;

(i) comply with the requirements in relation to information technology usage set out in College Publications and Policies;

(j) ensure that the Student dresses in accordance with:

(i) Our uniform requirements; and

(ii) the code of personal appearance,

as set out on the Website, in Policies, Publications and the Parent Handbook;

(k) comply with all applicable Laws and requirements of any Authority;

(l) notify Us immediately in the event of any accident or incident or circumstances where there is any injury or damage to or potential injury or damage to any person or property at the School including the Electronic Device;

(m) provide and continue to provide accurate and relevant information to enable Us to safely, and consistent with Our philosophy, provide the Services;

(n) provide, and continue to provide, full and accurate details of any Additional Needs of the Student that may impact on the health, safety, well-being and/or enjoyment of the Services and facilities provided by Us to the Student, or Our staff, other students, parents or visitors;

(o) provide Us with full and accurate details of the Student's immunisation records including changes to the immunisation records as they occur;

(p) not provide misleading information or fail to provide significant relevant information about the Student;

(q) co-operate with Us obtaining additional information, following consultation with you, including but not limited to medical assessment or educational testing, where We have a reasonable suspicion or concern that the Student may have Additional Needs that may impact on:

(i) Our ability to provide the Services; and/or

(ii) the health, safety, well-being and/or enjoyment of the Services and facilities provided to the Student, other students, staff, parents and other visitors to/at the School.

7.2 If the Student is sick or injured and requires medical and/or hospital treatment, We will contact You as soon as possible, and if We cannot contact You in an emergency situation, You authorise Us to give the necessary authority for such treatment. You are responsible for any expenses incurred on behalf of the Student.

7.3 You must notify Us in the manner set out in the Parent Handbook if the Student will be absent from School for any reason.

8. Security

8.1 You acknowledge that the Student is responsible for the security of the Student's Property and any College Property that has been provided to the student for educational use.

8.2 We will not be responsible for the security of the Student's Property or College Property provided to the Student at any time during the Term.

8.3 We will not be liable for any loss or damage to, or theft of, any of the Student's Property or College Property in any circumstance, except where such loss, damage or theft was caused by Us, and then only to the extent caused by Us.

8.4 The Student's Property should be insured by You at all times.

8.5 You acknowledge that We reserve the right to search the Student's bag, locker or other possessions where there are reasonable grounds to do so.

9. Damage to College Property

9.1 You agree that You are responsible for loss or damage caused to any Device or any other College Property by You or by the Student.

9.2 You agree that a reference to College Property includes the property of external service providers and You will be responsible for loss or damage caused to any property by You or the Student in accordance with this Document.

9.3 You acknowledge and agree that:

(a) You will notify Us in accordance with clause 9.4 of any:

(i) damage caused to any Device or any other College Property;

(ii) theft or suspected theft of a Device or any other College Property;

(iii) loss of a Device or any other College Property; or

(iv) damage, defect or malfunction to a Device or any other College Property (whether intentional, as a result of not taking reasonable steps to care for a Device or any other College Property, or accidental),

within twenty-four (24) hours after You become aware that any such theft, loss, damage, defect or malfunction has occurred and advise Us of the problem;

(b) in the event of theft, You must (or ensure that the Student does) report the theft to the police and provide Us with a copy of the police report; and

(c) in the event of loss, theft or damage caused by intentional misuse or due to not taking reasonable steps to care for a Device or any other College Property, You will be required to make financial restoration to Us.

9.4 If You want to notify Us, you must send all notifications to Our Business Address or to Our Email Address.

10. No Insurance

10.1 You acknowledge and confirm We have informed You and You understand that We do not insure College Property provided to the Student.

10.2 You acknowledge and agree that You will indemnify Us for and against any loss, claim, damage or expense which may be incurred or suffered by the School as a result of:

(a) the loss or theft of the Device or other College Property; or

(b) vandalism or malicious or wilful damage to the Device or other College Property, (**Indemnified Amount**),

and pay to Us the Indemnified Amount within fourteen (14) days of Our request for that amount.

11. Varying Terms of this Document

11.1 You acknowledge that We may change the Conditions by giving You notice of no less than ten (10) weeks.

11.2 If We choose to change the Conditions in accordance with clause 11.1, those changes will come into effect no earlier than ten (10) weeks after You are given notice.

11.3 Upon receipt of the notification provided in accordance with clause 11.1, You have the option to cancel the Student's enrolment in accordance with clause 11.4 if You do not agree with the changes to the Conditions.

11.4 Where You choose to cancel the Student's enrolment in accordance with clause 11.3, You must provide Us with written notice of your decision to cancel the Student's enrolment within thirty (30) days of the date of Our notice to you of the changes to the Conditions.

11.5 You acknowledge that if You choose to cancel the Student's enrolment in accordance with clauses 11.3 and 11.4:

(a) the Student must continue to attend School until the changes would come into effect; and

(b) You must continue to pay the Fees and any Optional Charges until the changes would come into effect.

11.6 Where notice is not provided or a Student does not attend School, full Fees need to be paid to the School for the number of school weeks where notice was not provided.

11.7 The notice period in clause 11.1 may be reduced or waived in special circumstances. The School needs to be contacted in the first instance if You would like to discuss this possibility. The decision to reduce or waive this fee will be at the Principal's discretion.

12. Confidentiality

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

(a) 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.

12.2 The parties may, notwithstanding clause 12.1, disclose Confidential Information to its representatives who may need such information and only to the extent so needed, to enable such party to fulfil its obligations under this Document.

13. Privacy

We agree, in respect of Personal Information held in connection with this Document:

(a) to from time to time collect Personal Information, Sensitive Information and Health Information that is permitted by the Privacy Act about You and the Student, which may be necessary for Our functions or activities;

(b) to use Your personal information for one or more of Our functions or activities (the primary purpose) or for a related secondary purpose that would reasonably be expected by You, or to which You have consented. The use of Personal Information is set out in our Policy.

(c) We will store photos and digital media of Your Student in Our archive for the purpose of using those photos and digital media in certain publications including, but not limited to, the Yearbook, newsletters, Website and other promotional material for Us.

(d) If at any time You decide that You do not want Your and the Student's Personal Information to be used for any of the purposes above, You must notify Us in writing.

14. Indemnities

14.1 To the extent permitted by Law, You are responsible for and indemnify Us from and against all damages, costs, losses (including legal costs and expenses on a solicitor/own client basis), liabilities, expenses and claims (including in relation to any loss, damage or injury to property or person or death) arising during or after the Term, in connection with or arising directly or indirectly from:

(a) any damage to the School, any property owned by Us or any of Our students, employees, contractors or invitees caused or contributed to by You or the Student;

(b) any injury (including death) to any of Our students, employees, contractors or invitees caused or contributed to by You or the Student;

(c) any breach by You or the Student of any provision of this Document, the Policies or the Publications and the termination of this Document; and

(d) the Student's use and custody of the Device;

except to the extent caused or contributed to by Us or any of Our agents, employees and contractors.

15. Suspension and Discontinuance of Enrolment

15.1 We may, in Our discretion, suspend a Student or discontinue a Student's enrolment where:

(a) the Student does not comply with the obligations set out in this Document;

(b) the Student's behaviour and conduct is unacceptable and the Student does not comply with the Publications, Policies or any School rules notified by Us to the Student, including but not limited to the College Expectations and Student Code of Conduct;

(c) the Student's behaviour poses a risk to the health, safety, well-being and/or enjoyment of the Services and facilities provided to the Student, other students, staff, parents or other visitors to or at the School;

(d) one of the grounds for suspension or discontinuation of enrolment apply as set out in the School's Exclusion from School Policy which can be found on Our Website; or

(e) the Student does not perform or benefit from the academic courses provided by Us and has shown a negative attitude towards the education offered by Us.

15.2 If We suspend the Student's enrolment, You must continue to pay the Fees and any applicable Optional Charges.

15.3 If We discontinue the Student's enrolment, You must continue to pay the Fees and any applicable Optional Charges to the end of the month in which the expulsion occurs.

16. Termination by Us

16.1 We may, in Our discretion, terminate this Document and discontinue the Student's enrolment by giving You written notice if:

(a) You fail to pay the Fees and any applicable Optional Charges by the due date;

(b) You do not comply with an obligation set out in this Document;

(c) You or the Student do not comply with the Policies and Publications; or

(d) the Student's enrolment is discontinued.

16.2 If this Document is terminated under clause 16.1:

(a) the parties are relieved from future performance of this Document, without prejudice to any right of action that has accrued prior to the date of termination; and

(b) rights to recover damages are not affected by the termination.

16.3 We may, in Our discretion, also discontinue the Student's enrolment by giving You written notice if:

(a) the Student requires adjustments to be made to the Services to accommodate the Student's Additional Needs;

(b) we have reasonably consulted with you about whether the adjustments can be reasonably provided; and

(c) we consider that we are unable to continue to provide the Services to the Student because:

(i) the adjustments would unreasonably impact on the Student, staff, other students, parents or other visitors to/at the School and their health, safety, well-being and/or enjoyment of the Services or Our facilities; or

(ii) the adjustments would cause unjustifiable hardship to Us, including but not limited to financial hardship which We cannot be reasonably compensated for by agreed Additional Fees; and

(iii) in the absence of those adjustments, we cannot provide Services that properly meet the Student's needs.

17. Unexpected Events

17.1 Neither party (Affected Party) is liable to the other for any failure to perform an obligation under this Document, (provided that the Affected Party has made all reasonable efforts to

minimise the effects such events may have on the performance of its obligations under this Document) to the extent that such failure is caused by or due to any act or circumstance which is beyond the reasonable control of the Affected Party (Unexpected Event), which makes performance of an obligation under this Document impossible and not merely more onerous or uneconomical.

17.2 Where an Unexpected Event takes place, the Affected Party must:

(a) immediately notify the other party of this and provide complete details of the Unexpected Event; and

(b) notify the other party within a reasonable time after the giving of notification referred to above of any methods or procedures known to it to circumvent the Unexpected Event.

17.3 Where an Unexpected Event ceases, the parties must immediately re-commence performing the duties that were previously affected by the Unexpected Event.

17.4 Where an Unexpected Event continues for a continuous period of thirty (30) days or more, either party may terminate this Document by written notice to the other party.

18. Termination by You

18.1 If We do not comply with any of Our obligations under this Document, You may:

(a) review Our Complaints Policy set out on the Website; and

(b) submit a complaint in accordance with the Complaints Policy.

18.2 If We do not remedy the non-compliance within forty five (45) days after We receive the complaint under clause 18.1(b), You may terminate this Document.

18.3 If You terminate this Document under clause 18.2, You will only be liable for any amounts due and payable under this Document (including any Fees and Optional Charges) up to and including the date of termination.

19. Continuing Obligations

19.1 The expiry or termination of this Document (for any reason) does not act to extinguish a debt, obligation or liability of either of the parties which has accrued under this Document.

20. GST

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

20.2 If GST is imposed or payable on any supply made by a party under this Document, 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.

21. Notices

21.1 A notice or other communication to be given or made under this Document must be in writing and addressed to the contact of each of the parties at the address outlined in the Enrolment Application or later notified, and are taken to be served:

(a) in the case of hand delivery - when delivered;

(b) if sent by prepaid post - on the third business day after the date of posting; or

(c) if sent by email – when sent.

21.2 In addition to the methods described in clause 21.1, where reasonably necessary to protect our legitimate interests, We may give You notice by publishing that notice on the Website and taking reasonable steps to draw your attention to that notice. That notice is taken to be served thirty (30) days from the date of notification that the notice is on the Website, provided the notice remains published on the Website for the entirety of that period.

21.3 Where there is more than one of You, notice to any one of You is taken to be notice to all of You.

22. General

22.1 This Document constitutes the entire agreement of the parties and supersedes all previous contracts and statements (if any) whether express or implied.

22.2 A party cannot assign or otherwise transfer any of its rights under this Document without the prior written consent of each other party.

22.3 Unless this Document expressly provides otherwise, a consent under this Document may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

22.4 Each party must at its own cost do all things reasonably necessary to give effect to this Document.

22.5 The failure of a party at any time to require full or partial performance of any provision of this Document does not affect in any way the full right of that party to require that performance subsequently.

22.6 A power or right conferred by this Document may only be waived in writing, signed by the party to be bound by the waiver.

22.7 If any provision or part of any provision of this Document is void, invalid or unenforceable for any reason, that provision or part of that provision may be severed from this Document and does not otherwise affect its validity.

22.8 This Document is governed by the law of Tasmania, and the parties submit to the jurisdiction of the courts of Tasmania.

Schedule 1 – Definitions and Interpretation

1 DEFINITIONS

In this Document, unless the contrary intention is expressed, defined terms have the meanings set out below.

Additional Fees means the fees set out in the Fee Schedule under that heading and includes any additional fees that We (acting reasonably) determine are payable by You to Us.

Additional Needs means particular needs of the Student that are not required by the majority of students, and which may exist because of a medical condition or educational/learning difficulty/status.

Application Form means the form entitled "Enrolment Application Form" set out on the Website.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Authority means any governmental or other public body, local authority of any kind.

Business Address means 204 Tolosa Street, Glenorchy, Tasmania, 7010.

Collection Agency means a business engaged by Us to pursue payment of unpaid Fees and/or Optional Charges.

College Fees means the fees set out in the Fee Schedule under that heading which are payable by You to Us and are as inclusive as possible in meeting the Student's tuition requirements, core subjects, providing learning facilities and most resources to deliver a quality educational experience.

College Property means anything provided by the School to the Student for educational use which includes, but is not limited to, devices, instruments, sporting and camping equipment.

Commencement Date means the date of Enrolment Acceptance.

Conditions means these General Terms and Conditions.

Confidential Information means this Document, 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 Document, 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:

(c) disclosed or created before, on, or after the date of this Document; or

(d) disclosed as a result of discussions between the parties concerning or arising out of this Document.

Damage to College Property includes matters set out at clause 9.

Document means these General Terms and Conditions, the Enrolment Application, the Enrolment Offer, the Enrolment Acceptance, and the Fee Schedule as amended from time to time.

Electronic Device (the **Device**) means the computer, Laptop or Tablet which is not necessarily a new Device including any replacement of the Device.

Email Address means dominic@dominic.tas.edu.au.

Enrolment Acceptance means the earlier of:

(a) receipt by Us of the signed Enrolment Acceptance Form from You accepting the Enrolment Offer, forming part of this Document and returned to Us for signing by Us; or

(b) if the signed form is not returned, upon the Student's first attendance at the School for regular classes, so long as the School in its absolute discretion consents to the Student so attending.

Enrolment Acceptance Fee is the Additional Fee set out in the Fee Schedule that You are required to submit with the Enrolment Acceptance.

Enrolment Application means the completed Application Form for the Student that You submit to Us either online or in hardcopy for consideration and assessment of a place.

Enrolment Application Fee is the fee set out in the Application Form and the Fee Schedule that You are required to submit with Your Enrolment Application.

Enrolment Offer means the letter from Us to You offering the Student a place at the School, forming part of this Document.

Expiry Date means the earlier of the:

(a) last School Day of the fourth School Term for Year 10 students; or

(b) last School Day of the Student's enrolment as directed by Us or You.

Extra-Curricular Activities means optional events or activities sponsored by Us which incur Additional Fees or Optional Charges and are undertaken in addition to the Student's regular school classes and commitments, either inside or outside school hours, including but not limited to, excursions, interstate and overseas school trips.

Fee Schedule means the fee schedule of Dominic College as updated or replaced for each School Year.

Fees means the College Fees and the Additional Fees (where applicable) as varied each year in accordance with this Document.

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 Document.

Health Information has the same meaning as set out in the Privacy Act.

Indemnified Amount has the meaning in clause 10.2.

Laws includes any statute, rule, regulation, proclamation, ordinance, order or by-law whether Commonwealth, state, territorial or local.

Optional Charges means the charges that are payable by You to Us in connection with the Optional Items.

Optional Items means those items necessary to support the specific provision of resources and/or undertakings and may include but are not limited to:

(a) interstate or overseas trips;

(b) any student celebration or graduation dinner; and

(c) any additional items or activities that We (acting reasonably) may offer.

Parent Handbook means the document with that title, available on the Website, for the relevant School Year, which provides a reference point for You to answer any questions that may arise.

Personal Information has the same meaning as set out in the Privacy Act.

Policies means Our policies set out on the Website and which are available to You upon request.

Principal means the person with the highest authority (or the person acting on behalf of the person with the highest authority) at the School.

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

Publications means Our publications set out on the Website, including but not limited to the Parent Code of Conduct, Student Code of Conduct and Parent Handbook**.**

School means Dominic College.

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

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

School Week means each week of the School Year as defined by Us and does not include School holidays.

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

Sensitive Information has the same meaning as set out in the Privacy Act.

Services means providing:

(a) quality tuition;

(b) learning across a range of courses, programs and discipline areas in line with the Australian curriculum;

(c) support for student development; and

(d) a diverse range of learning experiences, as set out in the Publications but does not include adjusted Services which we consider would:

(i) unreasonably impact on the health, safety, well-being and/or enjoyment of the Services and facilities provided to the Student, other students, staff, parents and other visitors to/at the School; or

(ii) cause an unjustifiable hardship to the School.

Student means the person whose details are set out on the Enrolment Application.

Student's Property means all of Your property and the Student's property brought onto the School by the Student.

Term means the period of enrolment from the Commencement Date to the Expiry Date.

Unexpected Event has the meaning given in clause 17 (Force Majeure)

Website means Our website at www.dominic.tas.edu.au.

We, Us or Our means Dominic College Glenorchy Limited (ABN 56 649 750 087) trading as "Dominic College".

You or Your means the parent(s) or guardian(s) who is/are legally responsible for the Student and whose details are set out on the Enrolment Application.

2 INTERPRETATION

In this Document:

(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) a reference to a clause or schedule is a reference to a clause of or a schedule to the Conditions;

(h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

(i) a provision of this Document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Document or the inclusion of the provision in this Document;

(j) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(l) all references to time are to Australian Eastern Daylight Time (AEDT) or standard time as applicable;

(m) if there is any inconsistency between the Conditions, the Enrolment Application, the Enrolment Offer and the Enrolment Acceptance, the order of precedence will be:

(i) the Conditions;

(ii) the Enrolment Offer;

(iii) the Enrolment Acceptance; then

(iv) the Enrolment Application, to the extent of the inconsistency.