

Conditions of Enrolment



This contract covers the terms and conditions of enrolment at Our Lady of Mercy College Parramatta (the "College", "OLMC" or "School"). By accepting an offer of a place for a student, parents and/or guardians accept and agree to these terms and conditions. This contract is subject to change to reflect any policy or procedural updates.

1. Community Code of Conduct and Conditions of Enrolment

The Applicants agree to:

- 1.1. Support the ethos and values of the College by participating positively in its activities and events.
- 1.2. Commit to engagement in respectful, harmonious relationships within the College community.
- 1.3. Engage in the resolution of differences in a manner that is reflective of the values of the College.
- 1.4. Provide all relevant information to the College prior to and during the enrolment to ensure that the College is able to perform its functions appropriately.
- 1.5. Be actively involved in the College through attendance at student conferences, parent and carer forums, participation in courses offered by the College relevant to the student's education and assistance to the College in a voluntary capacity from time to time.
- 1.6. Adhere to the College's *Community Code of Conduct*.
- 1.7. Support the administration of the College's *Student Management Policy*.
- 1.8. Actively promote and encourage the students' adherence to College rules and policies, particularly those requirements related to student management, home study, dress code, attendance and approval for leave.
- 1.9. Read and agree to the *Standard Collection Notice* and as amended from time to time.
- 1.10. Sign the Notebook Agreement and Acceptable Use of Technology Agreement then in force when the student commences at the College.
- 1.11. Sign the Parent and Student Agreement in the Student Diary that will be issued to the student upon commencement at the College and understand that the College also requires the student to sign this Agreement upon commencement at the College.

2. Terms and Conditions of Enrolment

The enrolment of the student is subject to acceptance of the below terms and conditions of enrolment.

General Terms

The Applicants understand, acknowledge and agree that:

- 2.1. They have parental and/or legal responsibility over the student named in this Enrolment Contract as recognised under Australian Law.

- 2.2. In the event that any provision or part of this Enrolment Contract, is held to be void or invalid, such provision or part thereof shall be severed from the whole and the balance of the Enrolment Contract or the provisions (as the case may be) shall remain in full force and effect.
- 2.3. OLMC policies and procedures do not form part of the terms and conditions of this Enrolment Contract and may be amended from time to time.
- 2.4. The parties may agree to vary the terms of this Enrolment Contract by way of writing.
- 2.5. The relationship between the College, as outlined in the Enrolment Application and this Enrolment Contract, is an ongoing relationship and the terms, conditions and warranties outlined in this Enrolment Contract continue to be in force beyond the end of each school year.

3. Student Information and Parent Authority

The Applicants agree:

- 3.1. That they have disclosed to the College all relevant and current medical, health and/or safety information relating to the student including any special needs that the student has (including of a learning, behavioural, physical or psychological nature) including any current risk assessment relating to the student to date.
- 3.2. To inform the College immediately where there is a change in the medical, health and/or safety circumstances, status or information (including any relevant Apprehended Violence Orders) relating to the student to support the College to provide a safe learning environment for the student, so that it can properly assess whether any reasonable adjustments are required to be made or altered to meet the needs of the student at School.
- 3.3. To consult with the College and the student regarding any reasonable adjustments that may be required to support the delivery of education services to the student.
- 3.4. To notify the College as soon as reasonably practicable of any change to the parental circumstances and/or care arrangements relating to the student referred to in this Enrolment Contract. This includes providing the College with a copy of any Court Orders or Parenting Orders that relate to the student. The Applicants will take all reasonable steps to ensure currency of documents that the Applicants provide to the College and to ensure primacy of the obligations arising under the Enrolment Contract.
- 3.5. That if any misleading information has been provided to the College, or any omission of significant, relevant information has been made in the Application to Enrol or subsequently, or is discovered after acceptance of the enrolment offer, OLMC reserves its rights to withdraw the offer or terminate the enrolment.
- 3.6. That they authorise the Principal (or their delegate) to provide medical consent and authority on behalf of the student, in the absence of parental consent/authority, in an emergency situation where urgent medical or hospital treatment is required.

- 3.7. That they consent to the College gaining access to relevant information about the student. This information may be held by previous educational institutions, healthcare professionals or other agencies as required. The Applicants understand that this may include communications with preschools, primary schools or prior educational settings.
- 3.8. That they understand that in some circumstances information can be requested under legislation without requiring consent from the parent or legal guardian.

4. Behaviour and Conduct

The Applicants agree:

- 4.1. That the student's enrolment is subject to the continued acceptance of OLMC policies and procedures by the student and parents and/or guardians as amended from time to time. A copy of current Policies can be found on the College website.
- 4.2. That the College will manage any breach of student policies, procedures and rules, poor and inappropriate conduct in accordance with the OLMC Student Management Policy, howsoever named as amended from time to time.
- 4.3. That they understand that serious and/or persistent breaches in policy may result in the suspension or the ultimate cancellation of the student's enrolment in accordance with the Student Management Policy (as amended from time to time).
- 4.4. That where there are reasonable grounds to suspect that a student is in possession of a banned or illegal substance or other inappropriate material, the Principal (or a delegate) may conduct a bag or property search of a student and confiscate any banned or illegal property or material or any item that is assessed to be inappropriate in a school setting. Where such a substance or material is identified, the College will respond in accordance with the College's Student Behaviour Management Policy, howsoever named, and Procedures as applicable and appropriate. This may include notifying the Police.
- 4.5. To supervise and support the student's use of the internet and digital technology in accordance with the OLMC Internet and Digital Technology policy howsoever named and as amended from time to time. Student email accounts remain the property of the College. Where there are reasonable grounds to do so, the College and OLMC may monitor student usage of computers and technology which may include monitoring student email accounts and internet usage.
- 4.6. To ensure that the student adheres to the OLMC policies, procedures and rules as far as practicable.

5. Offer of Conditional or Provisional Enrolment

The Applicants agree:

- 5.1. That in circumstances where conditions apply to conditional or provisional enrolment which are set out in writing and agreed to they acknowledge that should the Applicants or the student fail to adequately meet the conditions, the enrolment may be terminated.
- 5.2. That in circumstances where a student is subject to conditional or provisional enrolment the Principal may terminate the enrolment within seven (7) days' notice within the specified period of time. In such circumstances, enrolment fees will be refunded, and School Fees will be adjusted to cover the period of enrolment only. No penalties will apply.

6. Financial Conditions

The Applicants agree:

- 6.1. That as parents/legal guardians and fee payers, the Applicants are jointly and severally responsible and liable for the payment of School Fees in full and/or in accordance with any prior arrangement with, and confirmed in writing by, the College.
- 6.2. That as parents/legal guardians and fee payers, the Applicants remain jointly and severally responsible and liable for the payment of any outstanding school fees arising in previous years under the Enrolment Contract.
- 6.3. That the obligation to pay any outstanding but accrued fees survives termination of the Enrolment Contract.
- 6.4. That in addition to this Enrolment Contract, the Applicants may be required to complete an Annual Financial Agreement each School year to supplement and reaffirm their contractual obligation to pay School Fees on an annual basis. The Annual Financial Agreement does not otherwise impact, negate or replace any of the obligations of the Applicants under this Enrolment Contract, including in respect of school fees.
- 6.5. To pay the School Fees, and any additional expenses incurred during the school year in relation to the student, in full, pursuant to the payment terms nominated by the Applicants in this Enrolment Application Form or in accordance with the terms of any subsequent Annual Financial Agreement. The Annual Financial Agreement does not otherwise impact, negate or replace any of the obligations of the Applicants under this Enrolment Contract, including in respect of school fees.
- 6.6. To disclose to the Principal or Registrar if they have concerns regarding their ability to pay the School Fees, and arrange an appointment with the College to discuss these concerns.
- 6.7. That any changes to arrangements regarding the payment of School Fees may only be made after discussion and confirmation in writing by the College. In making alternative arrangements with the College, the Applicants acknowledge that the College credit does not make credit arrangements.
- 6.8. That in the absence of a justifiable explanation accepted by the College or financial hardship repayment plan agreed to by the College, the failure to pay outstanding School Fees within 30 days of the due date may result in recovery action by the College against the Applicants, which may include legal action.
- 6.9. That they accept that if the College initiates recovery action against the Applicants, they are responsible for, and agree to pay, any costs associated with recovering the debt, without limitation, including administration costs, collection agency costs, court and/or legal costs howsoever incurred and that these costs will be added to the outstanding debt and will remain the responsibility of the Applicants.
- 6.10. That the non-payment of School Fees is a breach of an essential term of the Enrolment Contract and may result in the termination of enrolment and withdrawal of the student from the School.
- 6.11. That in the event of non-payment of School Fees, the Applicants understand that personal information provided including details of outstanding school fees may be shared with as external agencies for the purposes of debt collection.
- 6.12. That if one parent is to become the sole fee payer in respect of the School Fees for the student named in this form, the Applicants agree to do all things necessary to make or update any changes to the Enrolment Contract and/or Financial Agreement as may be required to enable its lawful execution.

- 6.13. That any arrangement for payment of fees made between the Applicants and any other persons who is not identified as a party to the Enrolment Contract is between the Applicants and the other person and to the exclusion of the College. At all times, irrespective of any arrangements the Applicants may have with a third party in respect of payment of School Fees, the Applicants remain jointly and severally liable for the school fees.
- 6.14. That no remission of fees, either in whole or in part, will be made should the student be absent for any reason whatsoever, unless such remission is approved by OLMC in its absolute discretion.
- 6.15. That should the student be required to leave or permanently ceases to attend the College for any reason, there will be no remission of fees, either in whole or in part, unless such remission is approved by OLMC in its absolute discretion. This applies to any fees that are already paid and/or fees that are outstanding to be paid for any given period including and up to the cessation of the enrolment.

7. Termination and/or Cancellation of Enrolment

The Applicants agree:

- 7.1. That unless otherwise terminated in accordance with this Enrolment Contract, the Enrolment Contract will terminate on completion of the student's schooling at the College subject to payment of all outstanding School Fees in accordance with Section 6 Financial Conditions.
- 7.2. That they acknowledge that the Principal may, by providing reasonable notice, exclude the student from the College:
 - 7.2.1. Where the student has, in the Principal's opinion, failed to meet the requirements of the NSW Education Standards Authority (NESA) or has otherwise failed to make satisfactory progress in her academic work, or
 - 7.2.2. Where the Applicants have failed to disclose or have withheld existing relevant information pertaining to the Student's enrolment, this is inclusive of information that did not exist at the commencement of the enrolment process but has become available to the Applicants during this process, or the student's enrolment, or
 - 7.2.3. Where the Applicants have failed to comply with these conditions of enrolment, including by engaging in serious and/or persistent breaches of the *Community Code of Conduct*.
- 7.3. Parents and/guardians may terminate the Enrolment Contract and withdraw the student from the school where written notice of one school term is provided to the College Principal, or other such period as agreed to at the discretion of the College Principal. There will be no remission of fees in whole or part for the amounts owed and owing in respect of the enrolment.
- 7.4. Parents and/guardians may terminate the Enrolment Contract and withdraw the student from the school by providing a full terms notice in writing to the Principal. If this notice is not given, they agree to pay 25% of the full year's tuition fees plus GST. This amount is a genuine pre-estimate by the College of the loss that it would suffer if a full term's written notice is not provided.
- 7.5. That the Principal may, by giving us three months' written notice, exclude a student, if the Principal considers that a mutually beneficial relationship of trust and cooperation between us and the College has broken down to the extent that it adversely impacts on that relationship.
- 7.6. That withdrawal of a student from the College does not negate the obligation of the parent/ legal guardian to pay any outstanding school fees in accordance with this Enrolment Contract.

8. Warranties

The Applicants warrant that they:

- 8.1. Have the legal capacity to enter into this Enrolment Contract in relation to the student.
- 8.2. Have read and agree to abide by the terms and conditions of Enrolment in accordance with this Enrolment Contract.
- 8.3. Have provided all up to date medical, health and safety information relating to the student and acknowledge that this is an ongoing obligation for the duration of the Enrolment Contract.
- 8.4. Agree to comply with the College's policies as applicable.
- 8.5. Have the capacity to pay the School Fees with respect to the student named in this Enrolment Contract.
- 8.6. Intend to pay the College all fees as they become due and payable and will ensure that all fees will be paid promptly when they fall due.
- 8.7. Will notify the College as soon as reasonably practicable of any change in the financial circumstances of the Applicants where the change in circumstances may have a material impact on the ability of the Applicants to meet the terms of the Enrolment Contract.
- 8.8. Will notify the College as soon as reasonably practicable of any change to the parental circumstances and/or care arrangements relating to the student referred to in this form. This includes providing the College with a copy of any Court Orders or Parenting Orders that relate to the student. The Applicants will take all reasonable steps to ensure currency of documents that the Applicants provide to the College and to ensure primacy of the obligations arising under the Enrolment Contract.
- 8.9. Have read, understood and agree to be bound by the Community Code of Conduct, and any other College Policies as applicable.