St Columba's College

ENROLMENT TERMS AND CONDITIONS

Definitions

"Agreement" means this Agreement, and any subsequent variations made from time to time by the College Board and as advised in writing by the College to the Parents.

"Annual Tuition Fee Schedule" means the annual written document published by the College Board setting out the scale of fees to be charged by the College for Tuition Fees and other charges.

"Application for Concession" means the application for reduction of fees in selected circumstances to be made via an application form which can be obtained from the College Business Manager.

"Building and Maintenance Fund Contribution" means the sum prescribed by the College from time to time as set out in the School Building and Maintenance Fund Policy and is a voluntary tax deductible payment per family which supports ongoing improvements and capital works.

"College Policies" means policies and notices as published by the College on the College website, including but not limited to policies, notices or guidelines setting out obligations as to conduct and codes of behaviour for the College's students and parents/carers, student wellbeing and management policies including the Student Management Guidelines, Parent/Carer Code of Conduct, Uniform Policy and Expectations and Fee Policy as amended, and all College policies as otherwise advised by the College from time to time.

"the College Board" means the St. Columba's College Board.

"the College" means St. Columba's College Limited ACN 058 164 882 of 2 Leslie Rd, Essendon VIC 3040.

"Enrolment Fee" means the non-refundable fee as determined by the College Board payable by the parents upon accepting an offer of enrolment at the College.

"Fees" means all fees and amounts payable to the College including Tuition Fees, fees payable pursuant to the Laptop Program, Special Subject Fees, Extra Curricular Fees and additional charges as set out in the Fee Policy.

"Parents" means the person or persons named as parent/s or carer/s or guardian/s of the student/s being enrolled and unless advised otherwise in writing are the person or persons authorised to deal with the College on all issues relevant to the Student and the Student's enrolment at the College.

"Student" means the student/s being enrolled and named as the student in this Agreement and the Application for Enrolment.

"Student Deposit" formerly known as Family Deposit means the amount as determined by the College Board from time to time and payable upon acceptance of an enrolment offer and is payable and refundable in accordance with Clause 2 of this Agreement.

"Tuition Fee" is the fee billed annually in advance for tuition fees and other charges invoiced by the College and set out in the Annual Tuition Fee Schedule and charged per student.

1. Operation of Terms, Education and Disclosure

1.1 The College provides a school curriculum for Year 7 to 12 students under the Stewardship of Mary Aikenhead Ministries, in the tradition of the Sisters of Charity. The College will provide an education for the Student during the period of enrolment, in accordance with its curriculum framework, as amended by the College from time to time at its absolute discretion.

1.2 Each Parent who accepts the College's offer of enrolment for a Student, also agrees to the terms in these Enrolment Terms and Conditions for the duration of the Student's enrolment (subject to Clause 1.3). A Parent who causes a Student to attend the College for the purpose of receiving educational services is deemed by their conduct to have accepted these Enrolment Terms and Conditions. Enrolment of the Student with the College is subject to these terms and conditions which are ongoing subject to Clause 1.3 and 1.4.

1.3 The College reserves the right to amend these Terms and Conditions. The College will provide advance notice to the parents of any substantial amendment or variation to these terms and conditions, which will not apply retrospectively, and if the amendment or variation is not acceptable to them, the parents will have the option to give notice of withdrawal in accordance with Clause 7 before the amendments take effect.

1.4 The enrolment of the Student commences in the entry year specified in the Letter of Offer of enrolment made by the College to the parents, and continues until the completion of the last year at the College or until the Student's enrolment is otherwise withdrawn or terminated as provided for in these terms and conditions.

1.5 The College will deliver the curriculum through a range of methods, including the provision of on-campus education, and offsite learning experiences. The College may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, the College 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 student/s or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.

1.6 Parents acknowledge that the College does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.

1.7 The College acknowledges its rights and obligations under the Disability Standards for Education pursuant to the Disability Discrimination Act.

1.8 The parents will advise and will keep the College updated of any matter relating to the Student's individual circumstances including any changes to the Student's family circumstances and any matters insofar as these may impact on the Student's physical, functional, emotional or educational needs, particularly where the College is required to provide additional support to the Student. The parents acknowledge that this information is required by the College to assess the ongoing needs of the Student and if this information is not provided to the College, is inadequately disclosed or is not updated as required, the Principal may in their absolute discretion decline to enrol the Student or terminate the Student's enrolment as the case may be.

1.9 The parents must immediately inform the College of any change in the student's or a parents' residential address, postal address, email address, contact telephone numbers, and also the parents' employment details, business address and contact details. The parents will keep the College updated of any changes to the student's medical details and/or contact details including emergency contact details and any changes to parenting orders and will notify the College within seven days of a change occurring.

2. Enrolment Fee/Family Deposit/Student Deposit

2.1 The Enrolment Fee is payable by the parents on the signing of this Agreement.

2.2 The parents will pay the Student Deposit by the date specified in the letter of offer of enrolment and if no date is specified then at the time of returning the signed Acceptance Agreement.

2.3 The Family Deposit relates to students enrolled prior to 2027. The Family Deposit was paid once per family irrespective of the number of family members attending the College concurrently and is held by the College until the last member of the family completes her education at the College. The Family Deposit will be credited to the fee account in the year that the last member of the family commences Year 12. The Family Deposit may be refunded pro rata in line with the number of years the student (last member of the family) has been enrolled at the College, at the discretion of the Principal, where the student (last member of the family) completes her education at the College prior to Year 12. The parents hereby agree that where Fees remain outstanding, the College is entitled to set off the Family Deposit against outstanding fees.

2.4 The Family Deposit is not refundable where there has been any fee assistance, scholarships or other form of fee reduction during the course of the enrolment of the Student at the College (other than sibling discounts as set out in Clause 5.23).

2.5 As an alternative to requesting a pro rata refund of the Family Deposit referred to in Clause 2.3 on the departure of the last student, a tax-deductible donation may be made by the parents to the College which will be treated as a Building and Maintenance Fund Contribution for all or part of the Family Deposit.

2.6 If a refund of the Family Deposit referred to in Clause 2.3 is not requested by the parents within one month of the departure of the last student from the family attending the College, the parents are deemed to have made a tax deductible donation as set out in Clause 2.3 and the College will not be liable to the parents for

the refund of the Family Deposit.

2.7 The Student Deposit relates to enrolments from the 2027 school year onwards. The Student Deposit is payable per student on acceptance of offer of enrolment and will be credited to the Year 12 fees of the student in the year when the student commences Year 12. If the student leaves the College before the completion of Year 12, the Student Deposit may be refunded either in part or in full at the discretion of the Principal. The parents hereby agree that where Fees remain outstanding, the College is entitled to set off the Student Deposit against outstanding fees.

2.8 As an alternative to requesting a refund of the Student Deposit referred to in Clause 2.7 on the departure of the student prior to Year 12, a tax-deductible donation may be made by the parents to the College which will be treated as a Building and Maintenance Fund Contribution for all or part of the Student Deposit.

2.10 The Student Deposit is not refundable where there has been any fee assistance, scholarships or other form of fee reduction during the course of the enrolment of the student at the College (other than sibling discounts as set out in Clause 5.23).

3. Continued Enrolment Conditions

3.1 The parents agree that the student's participation in the religious life of the College (eg College liturgies, retreat programs) is compulsory.

3.2 The parents acknowledge that it is an express condition of enrolment and continued enrolment that the Student and the parents comply with the College Policies. The parents agree to support the College in relation to the academic curriculum, sports, pastoral care and College behaviour aims and codes of conduct. They agree to maintain positive and respectful relationships with peers and staff within the College and general operations of the school. The parents further agree to share a mutual obligation with the College in supporting the Student's compliance with the College Policies and understand that continued enrolment is at the absolute discretion of the Principal, having regard to the best interests of the other students, staff and the College community.

3.3 The College seeks to maintain an environment that is safe for all students and in which learning can take place. parents agree that the Principal or their nominee may search a student's bag, locker, desk or other possessions to investigate a student discipline matter, where the College (acting reasonably) considers there are reasonable grounds to do so.

3.4 The parents further agree and acknowledge that at the absolute discretion of the Principal, the College has the absolute right to determine when student conduct warrants disciplinary action to be taken. The College may apply such disciplinary measures (including suspension and expulsion of the Student) as it deems in its absolute discretion appropriate, having regard to the Student's conduct and the College's policies and procedures. This includes but is not limited to the right to suspend or expel a student for any act of serious misconduct, major infringement or continuous unacceptable behaviour and for unsatisfactory attendance, conduct or performance, or failure by either the Student or parents to obey the College Policies or for any other reason considered by the Principal to be reasonable in all the circumstances.

3.5 Without limiting the generality of the foregoing, the parents acknowledge that the Principal has the absolute right to dismiss or suspend the Student owing to the failure by the Student to behave in a socially acceptable manner outside school hours.

3.6 The College also reserves the right to remove any student from the College on the grounds of unacceptable behaviour or any other reason considered by the Principal to be reasonable in all the circumstances.

4. Parents' Rights and Responsibilities

4.1 The parents acknowledge and accept that participation in a broad range of activities within and outside the College's grounds, such as outdoor education, excursions, camps and sporting activities and attendance at College functions is an essential part of a student's education and involvement in the school community, and a compulsory part of the College curriculum.

4.2 The parents agree that they are responsible for ensuring that the Student is aware of all policies and procedures that apply to the Student including those related to student conduct and behaviour and the parents agree to actively support the College in the implementation of such policies procedures and codes of conduct.

4.3 The College will proceed and act on the basis that each parent has equal rights and responsibilities in relation to the Student and will rely on the authority of either parent in connection with matters concerning the student unless either:

(i) the College is supplied with a Court Order or written authorisation signed by the parents which provide otherwise; or

(ii) the Principal in their sole discretion is satisfied in all of the circumstances that there is a good reason to vary the arrangement and has advised the parents in writing of their intention to do so; or

(iii) the College is satisfied in all the circumstances that there is reason to act on one parent's instructions and not the other.

4.4 The parents acknowledge that the College reserves the right to communicate with one or both of the parents regarding the Student's education, care, safety and welfare, having regard to what the College considers, in its reasonable opinion, to be the best interests of the Student.

4.5 Despite Clause 4.4:

(i) Any notice given by the College to any one of the Student's parents will be deemed to be given to all parents. Notice can be given by hand, email, school/parent communication system, prepaid post, in the College's newsletter, on the College's website, or via the Student.

(ii) Should the College require instruction, authority or direction on any issue concerning the Student then the College may act upon the instruction, authority or direction of any one of the Student's parents and having regard to what the College considers, in its reasonable opinion, to be the best interests of the Student.

(iii) The College is entitled to expect that a parent will communicate with the other parent about any communication under this Clause 4.

4.6 Unless otherwise agreed in writing with the Principal, the parents acknowledge and agree that they are jointly and severally liable to the College for payment of the Fees and any other charges under this Agreement, regardless of the person/s to whom the account may be addressed, or by whom accounts are or have been paid. This liability shall continue regardless of any changes after the date of this Agreement to the relationship between the parents, or any Court Order as between the parents, or any child support or other arrangements between the parents.

4.7 The parents will immediately notify the College if they experience financial difficulties to discuss the options available.

5. Fees

5.1 The Fees for each academic year will be set annually by the College Board and notified to parents within a reasonable time thereafter. The current Annual Tuition Fee Schedule is provided with this Agreement and is otherwise available on the College's website. The parents acknowledge that the Fees are subject to annual increase at the discretion of the College Board.

5.2 Where practicable, the College will endeavour to provide parents with notice of the following year's Fees schedule by no later than the sixth week of Term 4 in the preceding school year. This will provide parents with the opportunity to consider whether they accept the following year's Fees or, if not, provide notice of withdrawal without penalty in accordance with Clause 7.

5.3 The Tuition Fee covers costs of tuition and access to services as set out in the Annual Tuition Fee Schedule.

5.4 Additional fees are charged for optional activities, including, but not limited to special subjects and extra-curricular activities. The College reserves the right to nominate the payment method for the collection of any additional fees charged.

5.5 Payment of the additional fees is required in advance by a scheduled Credit Card (MasterCard or Visa), or Direct Debit deduction. Fees for private music lessons are deducted at the beginning of each term. Fees for Dance are deducted at the beginning of each semester.

5.6 The Tuition Fee is billed annually in advance.

5.7 A Fee Account will be issued in the first term of the year of tuition (or as otherwise varied by the College Board).

5.8 Accounts are due and payable by 28 February of the current year of tuition (the due date) or as otherwise specified by the College on the Fee Account.

5.9 The College may agree to allow the parents to pay the Fees by Direct Debit instalments from a savings account or by credit card. parents may nominate a frequency of payment ('the instalments) from the choices offered by the College.. If there is any failure to make instalment payments by the instalment due date the College may take action including by way of debt recovery or legal action as is sees fit to recover the balance of fees outstanding to it.

5.10 Payment arrangements will remain in place for the duration of the Student's education unless otherwise agreed.

5.11 Where the parents do not request to pay by instalments as set out in Clause 5.8, the account is payable in full by 28 February in accordance with Clause 5.8 and if payment is not made by the due date, the College

is entitled to treat the parents as being in breach of this agreement. Where special circumstances exist, alternative payment plans, and extensions of time may be negotiated with the College Business Manager

5.12 Parents who hold a Health Care Card or approved Government concession cards may also be eligible for a fee discount upon the completion and approval of any relevant means-tested government subsidy application existent at the time. This fee discount and any government funding related to the approved application will be credited to the Student's annual Fees.

5.13 Fee accounts will be invoiced to both parents unless one parent provides notification in writing (and the College agrees) that they will take sole responsibility for payment. Where the parents provide evidence that fees are subject to a court order, then subject to Clause 4.6, the College may invoice fee accounts in accordance with the court order however this does not abrogate the parents' joint and several liability to the College for the Fees. Where the parents request accounts to be provided as a split account between them on a percentage basis nominated by them, the College may invoice the fee accounts in accordance with that request for the assistance of the parents however this does not vary or abrogate the parents' joint and several liability to the College for the Fees unless the College has otherwise agreed in writing.

5.14 A parent must give a minimum of one Term's Notice that the parent is to be no longer bound by this Agreement. The withdrawing parent will remain liable for all of the Fees incurred in relation to the Student for one Term after the College receives the Notice.

5.15 Where a parent has notified of his/her intention to no longer be bound by this Agreement, the College reserves the right in those circumstances to either terminate the enrolment of the student or require a replacement person approved by it who is prepared to take on the financial responsibility for payment of future Fees to the College to be substituted in place of the withdrawing parent in order for the enrolment to continue.

5.16 Other than as set out in this Agreement, credits for or refunds of Fees will not be provided by the College and fees will not be pro rata or not levied in the event that the student is absent from the College for any period of time for any reason including, without limitation, that the student does not commence at the College at the beginning of any Term or the Student's departure from the College before the end of any Term.

5.17 Parents may be eligible to a pro-rata adjustment to fees in the event of the student being absent, through extended illness or accident. All claims are via an Application for Reduction in Annual Tuition Fees form, available from the Business Manager. and subject to the production of an appropriate medical certificate.

5.18 Notwithstanding Clause 5.16 above, students enrolling during the school year will be charged Tuition Fees on a pro-rata basis. Subject levies and booklist items are charged in full.

5.19 If the Student is dismissed from the College under Clauses 3.4 and 3.5 of this Agreement, Fees shall be payable up to and including the end of the Student's final week at the College. A termination fee of 25% of the Tuition Fee shall be immediately payable by the parents. Charging of the termination fee is not a penalty but a calculation of the genuine economic loss incurred by the College.

5.20 No Tuition Fee relief shall be payable by the College nor sought by the parents if the student is suspended from the College for a finite period.

5.21 No refund is payable where the Student's enrolment is cancelled for any of the reasons set out in Clause 8.1.1c to 8.1.1h or failure of the Student to maintain satisfactory course progress or attendance.

5.22 A student whose learning program is less than 75% of a typical student program, may be considered as a part-time student and may be entitled to some reduction of fees. Note that selected subjects or courses studied externally are considered part of a student's learning program at the College.

The level of reduction will be determined on an individual basis and takes account of the level of part-time status, the number of days attended and the level of support required by the College. Requests for fee reductions in such circumstances must be made in writing to the Principal and the granting of any fee reduction is at the sole discretion of the Principal.

5.23 The parents shall be entitled to a sibling discount as set out in the Annual Tuition Fee Schedule (or as otherwise prescribed by the College from time to time), if two or more of their children are enrolled concurrently at the College.

6. Non-Payment of Fees

6.1 If the Fees are not paid by the due date or the instalment due date as applicable, the parents will be in default of this Agreement and the balance of the total Fees for the Student and all outstanding amounts will become immediately due and payable. In these circumstances interest will accrue on the reducing balance of the Tuition Fees from the due date at the rate set out and amended from time to time in the Penalty Interest Rates Act 1983. Interest may be waived at the discretion of the Principal.

6.2 Where fees are not paid by the due date or in accordance with the payment terms, the College may in its absolute discretion:

(i) refuse to permit the student to participate in optional or extracurricular school events, including but not limited to paid immersion programs, overseas trips, snow trips or extracurricular activities while the Fees remain due and payable;

(ii) withhold student reports and other information or documents;

(iii) suspend or terminate the enrolment of the student and refuse to readmit the student at the commencement of a new Term should there be outstanding fees; and/or

(iv) commence debt recovery action.

6.3 It is a requirement of the College that all fees are fully paid and up to date if the student applies to join a College trip overseas or interstate. Under no circumstances will the student be permitted to join a group travelling overseas or interstate if any outstanding fees are noted on the account.

6.4 Fee reductions may be available in cases of demonstrated financial hardship. parents can apply for an annual reduction of fees via a Fee Reduction Application Form. Application forms can be obtained from the College Business Manager. The quantum of annual fee reduction is subject to the discretion of the Principal whose decision is final.

6.5 Applications for concession and resulting arrangements are subject to mutual obligations of confidentiality.

6.6 Recipients of reduced fees pursuant to Clause 6.4 hereof are not eligible to participate in optional activities incurring additional costs such as interstate and overseas tours or immersions.

6.7 It is incumbent on parents experiencing financial hardship to contact the College Business Manager to discuss the options available. Where satisfactory arrangements cannot be made, a student's enrolment may be at risk.

6.8 Where an enrolment has been terminated, at the discretion of the Principal, the Student's enrolment will not be reinstated until all outstanding fees are paid in full or until an approved payment arrangement has been entered into with the College and the parents are complying with that arrangement.

6.9 The parents agree that they shall be jointly and severally liable to the College for any and all costs and disbursements (including debt recovery and legal fees on an indemnity basis) incurred by the College in pursuing recovery of outstanding Fees by any means, including legal action.

7. Withdrawal (Temporary or Permanent) of Student

7.1 Subject to Clause 7.9, parents are required to give one term's written notice of a student withdrawal.

7.2 The Principal must receive notice in writing from the parents by no later than:

(i) where the student has not commenced enrolment: on the first day of the College term immediately prior to the term where the enrolment was scheduled to commence;

(ii) where the student will leave the College on the last day of a school term: the first day of that term;

(iii) where the student will leave the College prior to the commencement of, or during a term: the first day of the previous school term.

7.3 Parents acknowledge that due to the ongoing nature of the student's enrolment, the College commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections and that therefore the College's requirement for a full term's notice of withdrawal from the College is reasonable.

7.4 If one term's notice is not provided in writing, a term's fee will be payable to the College to cover the administrative, financial, and practical cost and inconvenience that the College needs to manage when a student is withdrawn (even in circumstances where the College operates a student waiting list). Charging of the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the College. The parents acknowledge that whilst it is generally difficult for the College to fill a vacant place of enrolment at short notice, this difficulty increases the closer a student is withdrawn to the commencement of, or during a new school year.

7.5 Subject to receiving one term's written notice, pro-rata adjustments will be applied to the final account as follows:

7.5.1 Tuition Fees are payable until the end of the week in which the student leaves the College.

7.5.2 Private Music Lessons (if applicable) are payable until the end of the term.

7.5.3 Subject levies and Booklist items are not subject to credit -

7.5.3.1 Extra subject fees, for example, courses offered by external providers, cannot be refunded unless a corresponding credit is issued by the provider.

7.6 The notice requirement in Clause 7.1 also applies in respect of a student's leave of absence from the College for periods of one school term or greater.

7.7 Students who will be absent for one term or more with an expected year of return may apply to suspend their enrolment. A holding fee is applied to students who are absent from attending the College for a period of time. The Fee account must be paid in full. A non-refundable holding fee of 10% of the Annual Tuition fee is payable to secure the enrolment. The holding fee will be credited against future fees. If the Student does not return to the College then the holding fee will be forfeited, i.e. non-refundable in this instance.

7.8 Holding Fee requests can only be applied for prior to the commencement of a period of absence. The Holding Fee cannot be retrospectively applied. In considering any leave of absence requests, the College will also consider current enrolments for the impacted year.

7.9 Should the College increase Tuition Fees or amend or vary these terms and conditions in a substantial manner being an increase, variation or amendment which the parents feel they cannot accept, the parents can withdraw the Student from the College and terminate the enrolment and the obligation to give a term's notice of the intended withdrawal is waived, provided that the parents provide written notice of the intended withdrawal:

(i) within 30 days of the date of notification to the parents of the increase in Tuition Fees and within 60 days of the date of notification to the parents of the variation or amendment to the enrolment term and conditions, and

(ii) stating that the increase, variation or amendment is unacceptable.

7.10 Parents may apply to the Principal for exemption from the provision of one term's notice in certain circumstances (pastoral reasons).

7.11 The College does not offer fee reductions to families electing to travel unless it can be demonstrated fees are being paid for an approved exchange program.

8. Termination

8.1 The College may terminate this Agreement and cancel the enrolment of a student upon provision of 14 days written notice if:

8.1.1 the parents and/or the student are in default of the terms of this Agreement including but not limited to where -

(a) The student does not commence their course on the start date and the student has not previously withdrawn from the course, provided the College has not failed to start or provide the course on the start date;

(b) The student withdraws from the course either before or after the start date;

(c) Parents have not paid any fees or charges due in accordance with this Agreement;

(d) The student's misbehaviour, provided the College has accorded the student natural justice before terminating the enrolment;

(e) Parents do not provide the College with important information about the student/s;

(f) Parents or students breach a College policy or these terms and conditions;

(g) The College is not satisfied it can meet the needs of the student including, for example, because the student is not benefitting from the curriculum, courses or programs provided by the College;

(h) The College is not satisfied that there remains sufficient trust and confidence between the College and the Student's family for an effective enrolment relationship;

8.1.2 in its absolute discretion the College considers it appropriate to do so.

9. Accidents, Injuries, Theft and Damage

9.1 The College undertakes to use reasonable endeavours to provide a safe and secure environment for the Student and their belongings but it accepts no liability for damage, loss, theft, accident or injury that may be suffered by the Student or the parents. All personal property brought by the Student to the College or to school-related activities is at the sole risk of the Student and their parents and the College has no responsibility to implement and administer systems or processes which may minimise or avoid such injuries, loss or damage. It is recommended that parents consider appropriate insurance to cover any losses.

9.2 The College does not generally insure the personal property of students and their parents and may have limited personal accident insurance involved in official school activities. The College's insurers may be able to offer some assistance to students who are injured while undertaking supervised school activities.

Individual circumstances will need to be discussed with the College Business Manager. It is the responsibility of each student's parents to arrange such personal accident or property insurance as they consider appropriate.

9.3 Students must care for the property of others including the College's buildings, furniture and equipment. The parents agree to be financially responsible (and jointly and severally indemnify the College) for any property damage caused by the Student at the College or while participating in school-related activities.

10. General Medical Consent

10.1 In the event of injury or illness or any medical or other emergency arising in respect of the Student, at school, travelling to or from the College or while taking part in any organised school activity, the parents authorise the College by its agents or servants where they are unable to contact any of the parents or emergency contacts, or it is otherwise impracticable to contact the parents or emergency contacts, to:

(a) administer such first aid as they may judge to be reasonably necessary in the best interests of the student;

(b) call an ambulance for the student.

The parents' consent to the student receiving such medical dental or surgical attention as may be deemed necessary by a medical practitioner.

10.2 The parents agree to jointly and severally indemnify the College for any expenses arising from such first aid, ambulance, medical, dental or surgical attention (eg first aid, ambulance transport, hospitalisation and surgery).

10.3 The parents acknowledge that any medical consent requested via electronic means or otherwise, on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

11. Personal Information

11.1 The College abides by the requirements of the Commonwealth Privacy Act 1988 and amendments, and of the Victorian Health Records Act 2001. A copy of the College Privacy Policy is available for viewing on the College web site.

11.2 The College collects personal information, including sensitive information about students and parents or guardians, before and during the course of a student's enrolment at the College. The primary purpose for collecting this information is to enable the College to provide the most appropriate schooling for its students and to enable them to take part in all the activities of the College. Some of the information collected is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.

11.3 Laws governing or relating to the operation of schools require that certain information is collected. These include Public Health and Child Protection laws. Health information about students is sensitive information within the terms of the National Privacy Principles under the Privacy Act. Parents are asked to provide medical reports about their children from time to time.

11.4 The College from time to time discloses personal and sensitive information to others for administrative legal and educational purposes including to facilitate the transfer of a student to another school. This includes to other schools, government departments, Melbourne Archdiocese Catholic Schools, the Victorian Catholic Education Authority, the College's local diocese and the parish, Schools within other dioceses/other dioceses, medical practitioners and people providing services to the College, including specialist visiting teachers, sports coaches, legal practitioners, volunteers and counsellors.

11.5 Personal information collected from students is regularly disclosed to their parents or guardians.

11.6 The College may store personal information in the 'cloud' which may mean that it resides on servers which are situated outside Australia.

11.7 The College's Privacy Policy sets out how parents or students may seek access to personal information collected about them. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the Student, or where students have provided information in confidence.

11.8 The College Privacy Policy also sets out how parents and students may complain about a breach of privacy and how the College will deal with such a complaint.

11.9 The College from time to time engages in fundraising activities. Information received from parents may be used to make an appeal to them. It may also be disclosed to organisations that assist in the College's fundraising activities solely for that purpose. The College will not disclose personal information to third

parties for their own marketing purposes without the parents' consent.

11.10 The parents acknowledge that the student may be photographed or recorded at school or while participating in school related activities and each year the parents will be invited to authorise the College to photograph or record the student (and the parent/s when attending school-related activities) and to use, publish or broadcast such images or video recordings and their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (eg drama and music), magazines and newsletters, official posts on the College's website or social media pages, and any websites on which a school event is broadcast or live streamed.

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

11.12 Where the parents provide the College with the personal information of others, such as emergency contacts, the parents are encouraged to inform the other parties that they are disclosing that information to the College and why, that they can access that information if they wish and that the College does not usually disclose this information to third parties.

11.13 The College occasionally uses contractors to assist the school in its functions and may disclose relevant personal information to these contractors to enable them to meet their obligations.

12. Circumstances Outside the College's Control

12.1 Where the College campus or a 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 College may require the student to attend an alternative location or facility, or participate in online learning. The inability of the College to provide the student with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of Tuition Fees except at the sole discretion of the College.

12.2 The College is otherwise not liable to the parents for any failure to perform an obligation under these Enrolment Terms and Conditions (provided that the College 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:

(i) is beyond the reasonable control of the College; and

(ii) makes performance of that obligation impossible (eg act of God, pandemic, natural disaster or act of terrorism).

13. General

13.1 While compliance by the student and the parents with these Enrolment Terms and Conditions is required, the College Policies do not form part of these Enrolment Terms and Conditions.

13.2 If a provision in these terms 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.

13.3 The parents agree that:

(i) the College 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 College of these terms and conditions;

(ii) a parent will not be entitled to set off against or deduct from the Tuition Fees (or any other fees, charges and levies) imposed by the College, any amount the parent is owed or claims to be owed by the College; and

(iii) a Parent will not be entitled to withhold an amount of any outstanding Tuition Fees (or any other fees, charges and levies) imposed by the College, because part of that amount is disputed by the Parent.

13.4 To the extent permitted by law, the parents hereby release and forever discharge the College (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 student's personal illness or injury sustained during the course of the Student'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.

13.5 Nothing in these terms and conditions 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.

13.6 This Agreement will be governed by the laws of the State of Victoria and all parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria.

POLICY HISTORY AND SCHEDULE

Date of Approval:	August 2026
Approval Authority:	Finance, Risk and Audit Committee
Delegated Contact Person:	Business Manager
Next Review Date:	August 2027