



Terms and Conditions of Enrolment

1. Introduction

- 1.1 To accept an offer of enrolment provided by Whitefriars College (**the College**), the Applicant must sign and return to the College the Enrolment Form which, together with the Application for Enrolment and this Terms & Conditions of Enrolment (T&C) documents constitute the Enrolment Agreement within the specified time period.
- 1.2 In signing the Enrolment Form, the Applicant agrees to the College's policies and procedures, which may be changed during the period of enrolment at the discretion of the College.
- 1.3 The College will encourage the Student to achieve their personal best but does not make specific promises or representations of any kind regarding specific academic outcomes or individual student achievement, and no such representations are to be implied on the basis of the College accepting the Student for enrolment. We attempt to support all our students, whatever their gifts, in the pursuit of excellence.
- 1.4 For the purposes of these terms and conditions:
 - (a) **"Applicant"** means the person or persons named in the Application for Enrolment seeking to enrol their child at the College.
 - (b) **"Student"** means the child named in Application for Enrolment.
 - (c) **"Principal"** means the Principal of the College and/or their nominee.

2. Fees & Charges

- 2.1 An offer of admission must be accepted within the period prescribed in the letter of offer, and the only method by which the offer can validly be accepted is by returning the fully completed documentation by the due date.
- 2.2 The Applicant shall at such times as the College may require, pay to the College such fees as the College may determine, and reimburse any expenses incurred by or on behalf of the Student.
- 2.3 The All Inclusive Course Fee, billed at the start of the year, covers tuition for all curriculum based activities, capital levy, library ID card, school magazine, compulsory camps and excursions, swimming program, house days, locker, various produced course material and the provision of a tablet computer. Fees are the same whether students pursue a scored or unscored Victorian Certificate of Education (VCE). Additional User-Pay Levies apply for certain elective subjects.
- 2.4 There is no refund available for a student not attending a curriculum based activity.
- 2.5 If there is more than one Applicant, both persons will be equally responsible jointly and severally for all fees and charges payable under the Enrolment Agreement. Where both parents have signed the Enrolment Form, they are jointly and severally responsible for College fees payment. A written agreement is required, executed by both parents, when a split of fees is needed.

- 2.6 The agreed payment and/or re-payment plan will remain in force for a student's entire stay at the College or until debt is paid. All fees and charges are due and payable in full on the date set out in the payment and re-payment plans.
- 2.7 Payments by cash or cheque will only be accepted for Yearly Plans. Cash payments will only be accepted when made by adults. The College does not allow direct payments to the College bank account for regular instalments.
- 2.8 Accounts not paid in full by the due date may be charged an administration fee from the commencement of term.
- 2.9 If the student is admitted to the College during a term, tuition fees will be charged on a pro rata weekly basis.
- 2.10 The College's Business Manager or nominee is authorised to take such action deemed necessary to recover unpaid fees or charges.
- 2.11 Any overdue accounts may result in late fees. The College reserves the right to transfer the account to a collection agency or recovery via legal action which shall involve both payment of the unpaid fees and charges and costs of recovery being charged to the Applicant.
- 2.12 Participation in voluntary co-curricular recreational or spiritual activities that are not a requirement of the course (e.g. overseas and interstate trips) will be made aware to parents and guardians. The students of any families receiving fee assistance, during their time at the College, or having arrears on their school fee account, will not be permitted to participate in any non-compulsory co-curricular activities which have a separate cost. This also applies if the activity is to be funded by the student himself or any other third party.
- 2.13 No refund of fees paid or waiver of any fees outstanding will be made if the Student is withdrawn from the College during a term, or is absent for any reason.
- 2.14 If the Student is suspended or expelled, the College shall retain or be entitled to receive the fees for the term in which suspension or expulsion occurs and the Applicant shall forfeit all right to recovery of those fees. The Applicant acknowledges that such payment of fees will be a proper and genuine estimate of the loss and damage suffered by the College caused by such suspension or expulsion and that such payment shall properly be considered to be by way of payment of liquidated damages.
- 2.15 Where the Student is suspended or expelled and the fees are unpaid at the date of suspension or expulsion, the Applicant agrees that they shall be liable to immediately pay to the College all fees and expenses outstanding in relation to the Student up to and including fees payable to the end of the term in which such suspension or expulsion occurs.
- 2.16 The Applicant is responsible for the purchase of school uniform, Student's transport to and from school, textbooks and stationery requisites.
- 2.17 If the Applicant wishes to withdraw the Student from the College the Applicant must give to the Principal ten weeks' notice. The Principal may request an appointment with the Applicant to discuss the withdrawal and provide any necessary documents.

- 2.18 Failure to give the required notice will result in a charge of ten weeks' notice. Any outstanding fees will be fully due and payable on the date of withdrawal. Payment by instalment will not be permitted.
- 2.19 Provided that there is no charges unpaid on the fee account, families have the option, after the Student has completed his studies at the College, to donate to the Whitefriars College Building Fund (tax deductible) or have a refund of the re-enrolment deposit from when the Student entered the College.

3. Disclosure

- 3.1 The Applicant acknowledges that the Application for Enrolment has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Application for Enrolment.
- 3.2 The Application for Enrolment forms part of the Enrolment Agreement, and failure to complete the Application for Enrolment honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- 3.3 Prior to and during enrolment, the College reserves the right to obtain (at the cost of the Applicant) further information regarding the Student including all academic information, College reports and all medical and other reports regarding the Student, if applicable.
- 3.4 The Applicant declares that the Student is either an Australian citizen; has Australian residency status; or, has a Student Visa for entry and stay in Australia that allows education to be provided on the same cost basis as for an Australian citizen.

4. Discipline

- 4.1 The continued enrolment of the Student is dependent on their behaviour being in accordance with the College's policies, rules and regulations, as amended from time to time, as well as the behaviour of the Applicant being in accord with relevant policies and procedures.
- 4.2 The Applicant acknowledges that attendance of the Student at the College shall be at the sole discretion of the College irrespective of whether the Applicant or the Student are in breach of any of these conditions.
- 4.3 Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the College) if in the opinion of the Principal (or their nominated representative) the Student is found to have breached the College's policies or procedures or is found to have engaged in behaviour detrimental to the College, its staff or students.
- 4.4 The College reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College.
- 4.5 The Applicant agrees that the proper and effective operation of the College requires the College to be able, in its sole discretion:
- (a) to terminate the right of the Student to attend the College
 - (b) to discipline or suspend the Student.

- 4.6 If the Principal (or their nominated representative) suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate.
- 4.7 If suspended, the Student shall not enter upon any of the College's grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Applicant during such period.
- 4.8 The Applicant is expected to support the aims, objectives, beliefs, rules and policies and procedures of the College. Disciplinary action may be implemented against the Applicant if in the opinion of the Principal the Applicant is found to have breached the Parent and Community Code of Conduct.

5. Health and Medical Treatment

- 5.1 The College will notify the Applicant of any injury or illness the Student may suffer at the College, which warrants staff intervention or a visit to the College First Aid. If requested, the Applicant will collect their child from First Aid within a reasonable period of time, otherwise the Applicant agrees to satisfy all costs associated with providing the Student with the required care and medical assistance.
- 5.2 The Applicant agrees and commits to complete and share their son's profile in Operoo, the College offsite activities technology platform.
- 5.3 If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will update their son's profile in Operoo and provide any relevant medical information or reports in a timely manner. The College reserves the right to assess and determine its ability to provide ongoing education to the Student and reserves the right to require the Applicant to provide the College with medical information as requested.
- 5.4 The Applicant will advise the College of any changes to their details at the beginning of each school year, and as required from time to time, and as requested for specific activities via Operoo, including details relating to health and medical treatment.
- 5.5 It is recommended that families take out Ambulance Victoria membership in the event of an emergency situation occurring at College.
- 5.6 In the event the Student is involved in a medical emergency and the Applicant or nominated contact person cannot be reached, the College can take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the College for the cost of any such treatment or action taken (e.g. any costs arising from travel by ambulance or a third party when a student is injured and subsequently requires medical transport or treatment).
- 5.7 The Student is permitted to access College specialists. The Applicant consents to those services being provided to the Student and understand there is confidentiality between the Student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations). In line with College policy, age appropriate permission will be sought.
- 5.8 The Applicant authorises the College to obtain medical, hospital and/or dental treatment arising from or in connection with any injury or illness suffered by the Student while attending the College or taking part in College activities as the College in its sole discretion may determine.

- 5.9 The Applicant will ensure that the Student is appropriately immunised in accordance with the applicable laws. The College reserves its right to exclude a student in certain circumstances if the student is not appropriately immunised and this will be strictly enforced in line with the College's legislative obligations.

6. Personal Possessions

- 6.1 It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing.
- 6.2 The College shall not be liable for any loss, theft of or damage to a Student's personal belongings.
- 6.3 The Applicant will indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.

7. Attendance

- 7.1 The Student must attend the College on the dates and between the hours advised by the College, including special events such as Opening Mass, House Sporting Carnivals, Whitefriars Day and other compulsory events, unless the College enters into a different agreement with the Applicant.
- 7.2 There is also an expectation at the College that students realise the benefit of co-curriculum activities including sporting activities, camps, excursions, prayers, celebrations, debating, open days, drama rehearsals and performances, and musical rehearsals and performances. The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education.
- 7.3 If a Student is selected to represent the College in an ACC sporting team, the Student must make themselves available and participate in all fixtures, which may be held before or after normal College hours, and put this obligation above other outside commitments.
- 7.4 After holiday periods it is expected that the Student will join and return to College on the dates published for resuming unless permission is obtained from the College
- 7.5 For Applicants who are planning extended leave (one or more weeks), for example, family vacation or other significant commitments, the Applicant must seek approval in writing from the Principal (one-month prior) providing details of when and why the Student will be absent from school.
- 7.6 The Student will not be able to attend College for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact or a medical practitioner has recommended the Student not attend.
- 7.7 Students are only permitted on College grounds during hours of operation as determined by the College and advertised to the Applicant. Outside of the formal school hours, students will be required to be in designated supervised areas. Students on the grounds outside these hours for an event must follow the directions of the supervising staff member.

8. Technology and Notebook Computer

- 8.1 The computer remains the property of the College. The Applicant or Student (borrower) shall not loan, assign, encumber or otherwise deal with the computer. The computer shall only be used by the Student in support of his school work.
- 8.2 The borrower shall not modify or add to the hardware, software or configuration of the computer, including the installation of all forms of computer games.
- 8.3 All repairs and warranty matters shall be arranged through the College Service Centre. The borrower agrees that the computer will be taken to the College Service Centre immediately in the event that it is not operating correctly, any part of it is broken or it sustains any damage.
- 8.4 Where damage or theft is caused as a result of an accident in which responsible care has been shown by the borrower, the cost will most likely be covered by insurance. However, the borrower agrees to pay the insurance excess, or in the event of a rejected claim, the total cost of repair of the computer. Should damage occur as a result of careless or irresponsible usage or behaviour, it is likely to result in the need of the borrower to pay the total repair costs.
- 8.5 All tablet computers will be returned to the school at the end of Term 4 each year for annual maintenance and re-imaging. Notebooks will then be returned to the Student at the commencement of the next school year.
- 8.6 The borrower shall at all times take reasonable care of the computer and not expose it to undue risk of damage or theft. The borrower agrees to follow the College requirements on notebook care. The borrower shall advise the Computer Centre Manager immediately if the computer is lost or stolen.
- 8.7 The College may terminate the provision of the computer if the borrower's school account is not paid up to date, or if there is a serious breach of these Terms and Conditions.
- 8.8 At the end of this arrangement the borrower shall immediately return the computer, complete with its carry bag and accessories, to the College in good working order and repair (minor wear and tear excepted). If the computer is not returned within seven days or is returned damaged, the borrower agrees to pay the cost of replacement or repair of the computer, other than that which is covered by insurance.
- 8.9 The College will not be liable for any loss or damage resulting from use of the notebook.

9. Communication & Privacy

- 9.1 The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will make reasonable efforts to abide by such orders.
- 9.2 From time to time the College may wish to include photographs and/or audio/visual of the Student captured with or without their name in print and online for distribution within the College community or public website, publications or promotional material. The Applicant consents to such use and disclosure of the Student's photographs and/or audio/visual by the College and/or Catholic Education Melbourne (CEM) or Catholic Education Commission of Victoria (CECV) without acknowledgement, remuneration and compensation, unless such

consent is expressly withdrawn via notification to the College by emailing studentrecords@whitefriars.vic.edu.au.

- 9.3 The photographs and/or audio/visual of the Student may appear in material which will be available to schools and education departments around Australia under the National Education Access License for Schools (NEALS), which is a license between education departments of the various states and territories, allowing schools to use licensed material wholly and freely for educational purposes.
- 9.4 The Applicant and Student details will be used for the creation of parent contact access to the College operation systems.
- 9.5 The College will not disclose any information in relation to the Student to any party other than the Applicant, subject to the College's Privacy Policy and its other legislative obligations.
- 9.6 The Applicant consents to the College using their personal information and the Student's personal information for the purposes of receiving marketing communication. The Applicant may at any time opt out of receiving any marketing communication by emailing studentrecords@whitefriars.vic.edu.au. There is no charge or penalty for opting out from any marketing communication. Marketing material does not include fundamental information, including the College Newsletter delivered to the Applicant whilst the Student is enrolled at the College.
- 9.7 All information pertaining to the Student and the College will be provided to the Applicant in accordance with the College's Privacy Policy and Collection Statement.
- 9.8 In order to ensure the ongoing health, wellbeing and enrolment of the Student at the College, the Applicant agrees to keep the College informed and maintain open communication in regard to all relevant information and issues relating to the Student (including relevant court orders).

Approved by: Principal Leadership Team

Date: 27 October 2020

Last update: -

Next review date: 27 October 2023

