

## **REVISED TERMS AND CONDITIONS OF ENROLMENT**

This document governs the application for enrolment and the terms and conditions of the enrolment of the student, and continues to apply if the student is enrolled until completion of the student's enrolment and payment of all monies due to the school.

In this document:

**“Archdiocese”** or **“Archdiocese of Hobart”** means the Roman Catholic Church Trust Corporation of the Archdiocese of Hobart.

**“school”** means the St Finn Barr's School in Tasmania, operated by the Archdiocese.

### **CHANGES TO ENROLMENT TERMS AND CONDITIONS**

The school may vary or amend these terms and conditions by written notice to the parent(s)/guardian(s) at any time. Any variations or amendments will apply from the date specified in the notice, being not less than 14 days after the notice is issued.

A notice may be handed to you personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices may also be given by delivery to students or by notice in the school newsletter. Notices sent by pre-paid post are deemed to be received on the second business day after posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission. Notice to one parent/guardian is deemed to be notice to all parents/guardians.

### **GENERAL TERMS AND CONDITIONS**

Completion of this Application for Enrolment Form does not guarantee an enrolment interview. Successful applicants will be determined in accordance with the school's enrolment criteria and the Tasmanian Catholic Education Commission Enrolment for Catholic Schools Policy.

Attendance at an enrolment interview does not guarantee enrolment being accepted.

Enrolment of a student at one Catholic school does not guarantee the enrolment of that student in any other Catholic school.

The law of Tasmania from time to time governs these terms and conditions. The parties agree to the non-exclusive jurisdiction of the courts of Tasmania, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

The school's failure to enforce any of its rights (under these terms and conditions or otherwise) shall not be construed as a waiver of any of the school's rights.

If any part of these terms and conditions is unenforceable it shall be read down to be enforceable or, if it cannot be read down, it shall be severed from these terms and conditions without affecting the enforceability of the remaining terms or conditions.

Invoices are issued early in Term 1 of each year for the full year fees and levies. A single invoice will be issued covering all students for which the parent/guardian is responsible and including all fees and levies. Current fees and levies are outlined in the Schedule of Fees and Charges.

The Schedule of Fees and Charges may be updated each year and includes information about payment options. This also states any applicable interest rate payable on overdue fees or levies. Interest is payable from the due date until payment is received in full. You will be asked at the end of each year how you would like to pay fees for the next year.

## RESPONSIBILITY FOR PAYMENT OF FEES

School Office staff can assist with any queries you may have in regard to payment of fees and levies.

**Each person who signs the enrolment form accepts legal responsibility for payment of school fees and levies incurred for the entire period of the enrolment of the student.**

Payment of fees is subject to all the terms and conditions contained in this form.

Where there is more than one person signing this form:

1. only one account will be issued in the name of all individuals listed on this form;
2. each person is independently and jointly responsible for payment of the whole of the fees, meaning the school can (at its discretion) seek to recover the whole of the fees from any one parent/guardian or any combination of them;
3. notice to any one parent/guardian is taken to be notice to all parent(s)/guardian(s);
4. each individual consents to their personal information in relation to this account (including payments made or overdue) being disclosed to each other individual on the account; and
5. amendments to fee payment arrangements can only be made with the written agreement of all affected parties (including all parent(s)/guardian(s) listed on this form and those who will be responsible for paying fees).

## ADMINISTRATION FEE

At the time of submitting the application for enrolment form you may be required to pay an administration fee as shown in the attached Schedule of Fees and Charges. That fee is non-refundable.

## PRO-RATED SCHOOL FEES

In cases where a student commences at or leaves the school part-way through the year, fees and levies will be pro-rated in accordance with this part.

### Tuition fees

Subject to minimum notice requirements for withdrawing a student, tuition fees will be pro-rated to the nearest week, including any partial weeks of attendance as full weeks.

For example, in a school year with 40 weeks, if a student commences on Thursday of the 12<sup>th</sup> week, the amount of tuition fees owing will be pro-rated to 29 weeks. In this example the amount payable would be 72.5% of the full year tuition fee (because  $29 \div 40 = 0.725$ ).

### Capital levy

The amount of the capital levy payable is pro-rated to the nearest week, including any partial weeks of attendance as full weeks, similar to the way tuition fees are pro-rated. When it comes to the capital levy each week (or part week) where **any** student in the family attends is counted as a week for the purposes of pro-rating the levy.

### Tuition levies/program fees

Fees for certain programs (for example, camps) are included in the school fees invoice as a tuition levy. Where a student will not or did not participate in the activity a full credit will be provided, unless the school had already incurred a cost associated with that student.

The costs of some large activities (e.g. interstate trips) may be covered by tuition levies in the previous year. Where a student commences at the start of a year including one of these activities, the cost of their levies will be increased by the cost of that activity.

### **Notice of withdrawal**

Written notice of at least **ten weeks** is required prior to withdrawal of a student from the school. Where notice is not provided, full tuition fees and all levies will need to be paid for the number of weeks where notice was not provided. This includes withdrawal prior to the start of the school year.

For example, if a student is withdrawn at the start of the school year, a total of 10 weeks of school fees may need to be paid.

This notice period may be reduced or waived in special circumstances. Please contact the Business Manager if you would like to discuss this possibility.

### **Special payment arrangements**

If you are experiencing financial hardship or are struggling to pay on time, please speak to the Business Manager. Variations in payment arrangements can be approved where required, and in exceptional circumstances limited fee remissions can be provided.

You will be required to provide evidence of need to enter into a special payment arrangement or receive a fee remission.

### **Failure to pay**

Where payment is not made on time, debt recovery action may be commenced against any one or all of the parent(s)/guardian(s) named on this form.

The school or the Archdiocese may charge the parent(s)/guardian(s) for, and the parent(s)/guardian(s) indemnify the school and the Archdiocese from, all costs and expenses (including without limitation all legal costs and expenses on an indemnity basis) incurred by the school or the Archdiocese resulting from the default (failure to pay) or in taking action to enforce compliance with these terms and conditions.

## **PERSONAL INFORMATION COLLECTION NOTICE**

1. The Archdiocese of Hobart both independently and through its schools collects personal information, including sensitive information about students and parents or guardians before and during the course of a student's enrolment at the school. This may be in writing or in the course of conversations. This personal information is managed in accordance with the privacy policy of the Tasmanian Catholic Education Commission, copies of which are available on request. The policy includes information on how to access and correct your personal information, as well as information on how to complain about interferences with your privacy.
2. The primary purpose of collecting this personal information is to enable the Archdiocese to provide schooling to the student and to enable them to take part in activities of their school.
3. Some of the information the school collects is to satisfy the school's legal obligations, particularly to enable the school to discharge its duty of care.
4. Certain laws governing or relating to the operation of schools require that certain information is collected. These include but are not limited to the *Australian Curriculum, Assessment and Reporting Authority Act*, the *Education Act*, the *Tasmanian Qualifications Authority Act* and the *Public Health Act*.
5. Health information about students is sensitive information within the terms of the Australian Privacy Principles under the *Privacy Act*. The school may ask you to provide medical reports and health information about the student from time to time.
6. If the school does not obtain the information requested the school may not be able to enrol or continue the enrolment of the student.

7. The school from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes to other schools, government departments (such as the Education Department), government agencies (such as the Australian Curriculum, Assessment and Reporting Authority (ACARA)), statutory bodies (such as the Teachers Registration Board of Tasmania), medical practitioners, and people providing services to the school (such as auditors, lawyers, insurers, accountants, debt collectors, specialist visiting teachers, sports and other coaches, volunteers and counsellors).
8. When a student moves between schools both operated by the Archdiocese, the schools may exchange any and all personal information about the student. When a student moves from a school operated by the Archdiocese ("old school") to a school not operated by the Archdiocese ("new school"), the old school may provide personal information about the student to the new school with the consent of the student (or their parent(s)/guardian(s) on their behalf).
9. Certain personal information relating to students and parents may also be made available, in accordance with Australian Government requirements, to ACARA for the purpose of publishing some school information relating to the circumstances of parents and students on the MySchool website.
10. Personal information collected from students is regularly disclosed to their parents or guardians.
11. Personal information collected from one parent/guardian may be disclosed to others responsible for payment of fees, including information about payments made or overdue.
12. Parents and guardians may seek access to personal information collected about them and their child by contacting the school. Students may also seek access to personal information about them. However, there will be occasions when access is denied. Such occasions would include (but are not necessarily limited to) where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the school's duty of care to the student, or where students have provided information in confidence.
13. The school from time to time engages in fundraising activities. Information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in the school's fundraising activities solely for that purpose. The school will not disclose your personal information to third parties for their own marketing purposes without your consent.
14. The school may, with their consent, include parent or guardian contact details in a class list and school directory given to other parents and guardians.
15. The school does not normally send personal information overseas.
16. Personal information about the student may be used by the Archdiocese of Hobart for religious purposes, including inviting the student to participate in sacraments or Church activities.

If you provide the school with the personal information of others, such as doctors or emergency contacts, the school encourages you to inform them that you are disclosing that information to the school and why, that they can access that information if they wish and that the school does not usually disclose such information to third parties.

## **PUBLICATION OF PERSONAL INFORMATION**

The students may appear in school photographs, photographs where the student is in the background of the image or wide shots where it is not practicable to identify every student before taking the photograph (e.g. at sports carnivals), whether or not you give consent here. Similarly the student's personal information will appear on their school identification card. The School will never identify a student by name in photographs published online without express consent.

The School cannot control the actions of students, parents or others in relation to the publication of photographs. However, it is contrary to the school's ethos for photographs or film taken of students

participating in school activities to be publicly displayed (including social media) without prior permission of that student's parents or guardians.

## OTHER TERMS

An obligation or liability on the part of two or more persons binds them jointly and each of them severally.

1. Parent(s)/guardian(s) agree to support Tasmanian Catholic Education Commission, system and school policies in relation to program of studies, sport, pastoral care, school uniform, discipline and the general operation of the school.
2. Parent(s)/guardian(s) agree to honour the financial commitments required by the school in accordance with the Schedule of Fees and Charges and the terms and conditions.
4. Information provided must be kept up to date throughout the period of enrolment and parent(s)/guardian(s) agree to notify the School of any change in the information they provide, e.g. change of address or new court orders.
5. The School or College is conducted in accordance with the teachings, doctrines, beliefs, tenets and principles of the Catholic Church. Parent(s)/guardian(s) and the student acknowledge and accept that the School or College has an obligation to teach the doctrines, beliefs, tenets and principles of the Catholic Church and will continue to support that obligation while the student remains enrolled in Tasmanian Catholic schooling.
8. Parent(s)/guardian(s) have read all of the information in the enrolment package including this form and understand the Tasmanian Catholic Education Commission, system and school policies that they will need to abide by should this enrolment application be successful. Parent(s)/guardian(s) understand that this is an ongoing commitment and non support of these policies may be cause for discontinuation of enrolment. Parent(s)/guardian(s) have read the Personal Information Collection Notice about the collection and management of the personal information. Parent(s)/guardian(s) understand that if any misleading information has been provided to the School, or any omission of significant, relevant information made in an application for enrolment the enrolment may be withdrawn.

If you do not understand any section of this document please contact the School for further information or seek your own legal advice.