

# DOMINIC COLLEGE

*A Catholic School in the Salesian Tradition*



## General Terms and Conditions



204 Tolosa Street  
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Glenorchy Tasmania 7010

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# GENERAL TERMS AND CONDITIONS

## 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

**Commencement Date** means the date of Enrolment Acceptance.

**Conditions** means these General Terms and Conditions.

**Confidential Information** means this Document, all information (regardless of form) disclosed or otherwise made available by a disclosing party to the party receiving the information, for, or in connection with this Document, including which:

- (a) is marked as being proprietary or confidential to the disclosing party;
- (b) in the circumstances surrounding disclosure, or because of the nature of the information, ought in good faith be treated as confidential; and whether the information was:
- (c) disclosed or created before, on, or after the date of this Document; or
- (d) disclosed as a result of discussions between the parties concerning or arising out of this Document.

**Diary** means the diary provided by Us to the Student and is an essential tool for communication between You and teachers and vital to the good management and pastoral care of the Student.

**Document** means the Conditions, the Enrolment Application, the Enrolment Offer and the Enrolment Acceptance.

**Email Address** means [dominic@dominic.tas.edu.au](mailto:dominic@dominic.tas.edu.au).

**Enrolment Acceptance** means the earlier of:

- (a) receipt by Us of the signed Enrolment Acceptance Form from You accepting the Enrolment Offer, forming part of this Document and returned to Us for signing by Us; or
- (b) if the signed form is not returned, upon the Student's first attendance at the School for regular classes, so long as the School in its absolute discretion consents to the Student so attending.

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

**Enrolment Application** means the completed Application Form for the Student that You submit to Us for assessment either online or in hardcopy.

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

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

**Expiry Date** means the earlier of the:

- (a) last School Day of the fourth School Term for Year 10 students; or
- (b) last School Day of the Student's enrolment as directed by Us or You.

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

**Fee Schedule** means the fee schedule attached to this Document.

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

**Force Majeure Event** has the meaning given in clause 21 (Force Majeure).

**GST** has the meaning given in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth. Expressions defined in the GST Act have the same meaning when used in this Agreement.

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

**Laptop** means the computer We provide to the Student as part of the Student Laptop Program.

**Laptop Period** means the period commencing on the date that We provide the Student with the Laptop and continues until the Expiry Date.

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

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

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

- (a) interstate or overseas trips;
- (b) any student celebration or graduation dinner;
- (c) any expensive activities carried out on St Dominic Day; and
- (d) any additional items that We (acting reasonably) may offer.

**Parent Handbook** means the document available on the Website which provides a reference point for You to answer any questions that may arise.

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

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

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

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

**Prospectus** means the document available on the Website that provides a brief overview of the School and details elements such as its history, values, philosophies, beliefs, campus information, facilities, curriculum and pastoral care.

**Publications** means Our publications set out on the Website, including but not limited to the Parent Handbook, the Prospectus and the Diary.

**School** means Dominic College.

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

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

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

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

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

**Services** means providing:

- (a) quality tuition;
- (b) learning across a range of courses, programs and discipline areas;
- (c) support for student development; and
- (d) a diverse range of learning experiences, as set out in the Publications but does not include adjusted Services that may be required because of the Students Additional Needs and the provision of which we consider would:
  - (i) impact on the health, safety, well-being and/or enjoyment of the Services and facilities provided to the Student, other students, staff, parents and other visitors to/at the School;
  - (ii) cause an unjustifiable hardship to the School; and/or
  - (iii) be otherwise unreasonable.

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

**Student Laptop Program** means the laptop program set out on the Website and in the Parent Handbook.

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

**Website** means Our website at [www.dominic.tas.edu.au](http://www.dominic.tas.edu.au).

**We, Us or Our** means The Salesian Society Incorporated (ABN 62 009 477 918) trading as "Dominic College".

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

## 2 INTERPRETATION

In this Document:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a person includes a body corporate;
- (c) a party includes the party's executors, administrators, successors and permitted assigns;
- (d) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time;
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
  - (iii) another regulation or other statutory instrument made or issued under that Statutory Provision;

- (e) money is in Australian dollars, unless otherwise stated;
- (f) "including" and similar expressions are not words of limitation;
- (g) a reference to a clause or schedule is a reference to a clause of or a schedule to the Conditions;
- (h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (i) a provision of this Document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Document or the inclusion of the provision in this Document;
- (j) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) all references to time are to Australian Eastern Daylight Time (AEDT) or standard time as applicable;
- (m) if there is any inconsistency between the Conditions, the Enrolment Application, the Enrolment Offer and the Enrolment Acceptance, the order of precedence will be:
  - (i) the Conditions;
  - (ii) the Enrolment Offer;
  - (iii) the Enrolment Acceptance; then
  - (iv) the Enrolment Application, to the extent of the inconsistency.

## 3 TERM

This Document commences on the Commencement Date and continues until the Expiry Date (**Term**).

## 4 PROVISION OF SERVICES

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

- (a) We agree to provide the Services to the Student; and
- (b) You agree to pay the Fees and, if applicable, the Optional Charges set out in clause 5 (Fees and Charges) as varied in accordance with the Conditions in consideration for the Services.

## 5 FEES AND CHARGES

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

5.2 The Enrolment Acceptance Fee is due and payable upon Enrolment Acceptance. The Enrolment Acceptance Fee is non-refundable. For the avoidance of doubt, if you do not return the signed Enrolment Acceptance Form and the Student attends the School for classes:

- (a) You are deemed as having read, understood and accepted this Document and the terms of this Document apply to the Student's enrolment at the School; however
- (b) You acknowledge that We reserve the right to cancel the Student's enrolment at the School by giving You written notice.

5.3 You must pay to Us the Fees (calculated by Us in accordance with the Fee Schedule) as varied in accordance with the Conditions including this clause 5.

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

5.5 Notwithstanding clause 5.4 and subject to clause 5.7, You

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may pay College Fees by instalments of the frequency and amount You elect from the range of options provided by Us to You from time to time. If You do not elect an instalment frequency and amount then You will be required to pay by instalments in the frequency and amount We inform You is the default. You will receive a **fee statement** for each instalment. Each fee statement is payable by the later of the 21<sup>st</sup> day of the month in which it is issued or fourteen (14) days after it is issued.

- 5.6 You may pay any amount at any time (including amounts in advance) provided each fee statement is paid in full by its due date.
- 5.7 In the event of any default in paying a fee statement, We may stop permitting you to pay by instalments and the full amount of the College Fees for that School Year becomes immediately due and payable.
- 5.8 We will notify You in writing of:
- (a) any Additional Fees payable by You; and/or
  - (b) any Optional Charges which may be payable by You, and provide a description of the Additional Fees and/or Optional Charges.
- 5.9 The Additional Fees are payable by You:
- (a) if those Additional Fees are included on a fee statement – within the time for payment of the fee statement in accordance with clause 5.5; or
  - (b) otherwise – within the time specified on the invoice for those Additional Fees, being not less than fourteen (14) days from the date of the invoice, or within such other timeframe as agreed between the parties.
- 5.10 If You choose any of the Optional Items you are liable for the Optional Charges. You must pay the Optional Charges to Us within the time specified on the invoice for those Optional Charges, being not less than fourteen (14) days from the date of the invoice, or within such other timeframe as agreed between the parties.
- 5.11 An alternative arrangement for payment of the Fees and/or Optional Charges may be agreed between the parties, however that arrangement will be void in the event of any default.
- 5.12 Each fee statement submitted by Us must be in the form of a valid tax invoice for the purposes of the GST Act if an amount included in the fee statement is subject to GST.
- 5.13 The Fees and Optional Charges are payable by the various methods nominated by Us from time to time.
- 5.14 Each year at the time that Our annual budget is prepared (**Review Date**), We will:
- (a) review the structure of the Fees; and
  - (b) review and adjust the Fees, with the adjustment being no more than:
    - (i) in relation to the Additional Fees – the greater of:
      - (A) a reasonable amount;
      - (B) the amount required for Us to recover our costs in relation to the Additional Fees; or
      - (C) an amount proportionate to any change in our input costs in relation to the Additional Fees; and
    - (ii) otherwise – the greater of:
      - (A) an increase in the Fees of no more than 5%; or
      - (B) a CPI adjustment of the Fees as set out in the then current Fee Schedule,
- (**Revised Fees**).

- 5.15 If We determine that Revised Fees are payable by You, We will notify You in writing of the Revised Fees within forty five (45) days after the Review Date.
- 5.16 We acknowledge that You have the option to cancel the Student's enrolment in accordance with clause 5.17 if the Revised Fees are too expensive for You.
- 5.17 Where You choose to cancel the Student's enrolment in accordance with clause 5.16, You must provide Us with written notice of your decision to cancel the Student's enrolment within thirty (30) days of the date of Our notice to You of the Revised Fees.
- 5.18 You acknowledge that if You choose to cancel the Student's enrolment in accordance with clause 5.17:
- (a) the Student must continue to attend School until the end of the current School Year; and
  - (b) You must continue to pay the Fees and any Optional Charges until the end of the current School Year.
- 5.19 If You fail to make payment of any Fees and/or Optional Charges owing to Us under this Document within twenty one (21) days of the statement or invoice date, We will be entitled, (without prejudice to any other right or remedy We may have) to do one or more of the following:
- (a) suspend the Student's enrolment at Our sole discretion until payment is made;
  - (b) terminate the Student's enrolment in accordance with clause 20 (Termination);
  - (c) not allow the Student to participate in any extra-curricular activities;
  - (d) charge a late payment fee;
  - (e) charge interest on overdue amounts at the Supreme Court of Tasmania then prescribed rate for post-judgement interest per annum from the due date to the date payment is received in full;
  - (f) use Our own internal collection procedures to collect overdue Fees or Optional Charges; and/or
  - (g) appoint a Collection Agency and/or solicitor to collect overdue Fees and Optional Charges.
- 5.20 If We appoint a Collection Agency and/or a solicitor under clause 5.19(g), We have the right to collect from You:
- (a) reasonable collection costs; and/or
  - (b) reasonable legal costs incurred by Us on an indemnity basis.

## 6 LATE COMMENCEMENT

- 6.1 If the Student's enrolment at the School commences part way through a month for which the College Fees apply, You will be required to pay a proportion of the College Fees on a pro rata basis, to the nearest week of the Student's enrolment, including any partial weeks of attendance as full weeks until the issue of the next fee statement.
- 6.2 If, at Your option, the Student commences School later than the agreed enrolment date, the College Fees remain payable from the agreed enrolment date.

## 7 REMOVAL OF STUDENTS

- 7.1 You are required to provide the Principal with at least ten (10) School Weeks prior written notice (**Notice Period**) before removing the Student from the School.
- 7.2 If You withdraw the Student from the School prior to the end of the Notice Period required by clause 7.1, You will be liable to pay the Fees and any Optional Charges up to the end of the Notice Period.
- 7.3 Upon the removal of the Student from the School, You must pay all outstanding Fees and Optional Charges until the end of the Notice Period.
- 7.4 If the Fees and/or Optional Charges remain unpaid, We may appoint a Collection Agency and/or solicitor in accordance with clause 5.19(g).

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- 7.5 If You withdraw the Student from the School prior to the end of the School Year, and You received the 2.5% Annual Discount because You paid Your annual fees in full at the beginning of the School Year, you will no longer be eligible to receive this discount and the value of the discount received will become immediately due and payable to Us.
- 8 **GENERAL OBLIGATIONS**
- 8.1 You must:
- (a) and You must also ensure that the Student does, understand the Publications and agree to comply with the rules, procedures and requirements set out in the Publications, including the Parent Handbook, the Prospectus and the Diary;
  - (b) and You must also ensure that the Student does, understand the Conditions and agree to comply with the Conditions;
  - (c) and You must also ensure that the Student does, understand the Policies and agree to comply with the Policies;
  - (d) and You must also ensure that the Student does, support the values and ethos of Our School as set out on the Website, in the Parent Handbook and the Prospectus;
  - (e) and You must also ensure that the Student does, understand and agree to comply with the requirements and procedures of the Student Laptop Program (if applicable);
  - (f) and You must also ensure that the Student does, behave in accordance with Our values set out in the Prospectus, the Diary and the Parent Handbook at all times;
  - (g) ensure that the Student uses the Diary for the purposes in which it was designed as set out in the Parent Handbook;
  - (h) keep Us informed at all times of any change to Your email address, postal address, residential address and any other contact details;
  - (i) and You must also ensure that the Student does, co-operate with and obey all of Our reasonable instructions in relation to this Document and the instructions of the Principal and any of Our agents, employees and contractors;
  - (j) perform Your obligations under this Document in a proper and competent manner;
  - (k) and You must also ensure that the Student does, comply with the requirements in relation to information technology usage set out on the Website, in the Parent Handbook and the Diary;
  - (l) ensure that the Student dresses in accordance with:
    - (i) Our uniform requirements; and
    - (ii) the code of personal appearance, as set out on the Website, in the Diary and the Parent Handbook;
  - (m) and You must also ensure that the Student does, comply with all applicable:
    - (i) Laws (including all applicable workplace health and safety Laws); and
    - (ii) requirements of any Authority;
  - (n) and You must also ensure that the Student does, notify Us immediately in the event of any accident or incident or circumstances where there is any injury or damage to or potential injury or damage to any person or property at the School;
  - (o) provide and continue to provide accurate and relevant information to enable Us to safely, and consistent with Our philosophy, provide the Services;
- (p) provide, and continue to provide, full and accurate details of any Additional Needs of the Student that may impact on the health, safety, well-being and/or enjoyment of the Services and facilities provided by Us to the Student, or Our staff, other students, parents or visitors;
  - (q) provide Us with full and accurate details of the Student's immunisation records including changes to the immunisation records as they occur;
  - (r) not provide misleading information or fail to provide significant relevant information about the Student;
  - (s) co-operate with Us obtaining additional information, following consultation with you, including but not limited to medical assessment or educational testing, where We have a reasonable suspicion or concern that the Student may have an Additional Need that may impact on:
    - (i) our ability to provide the Services; and/or
    - (ii) the health, safety, well-being and/or enjoyment of the Services and facilities provided to the Student, other students, staff, parents and other visitors to/at the School.
- 8.2 If the Student is sick or injured and requires medical and/or hospital treatment, We will contact You as soon as possible, and if We cannot contact You in an emergency situation, You authorise Us to give the necessary authority for such treatment. You are responsible for any expenses incurred on behalf of the Student.
- 8.3 You must notify Us in the manner set out in the Parent Handbook if the Student will be absent from School for any reason.
- 9 **SECURITY**
- 9.1 You acknowledge that the Student is responsible for the security of the Student's Property at all relevant times.
- 9.2 We do not warrant the security of the Student's Property at any time during the Term.
- 9.3 We will not be liable for any loss or damage to, or theft of, any of the Student's Property in any circumstance, except where such loss, damage or theft was caused by Us, and then only to the extent caused by Us.
- 9.4 You acknowledge that We reserve the right to search the Student's bag, locker or other possessions where there are reasonable grounds to do so.
- 10 **STUDENT LAPTOP PROGRAM**
- 10.1 We agree to provide the Laptop to the Student for the Laptop Period and You agree (and must ensure that the Student agrees) to take the Laptop for the Laptop Period, in accordance with the Conditions.
- 10.2 When the Student participates in the Student Laptop Program, You acknowledge that the Student will receive:
  - (a) 1 x Laptop selected by Us;
  - (b) 1 x Laptop power pack; and
  - (c) 1 x Laptop bag/sleeve.
- 10.3 You acknowledge that the Laptop is provided by Us to the Student for the sole purpose of education.
- 10.4 You acknowledge and agree that:
  - (a) the Laptop is and will at all times remain Our property; and
  - (b) You have no proprietary interest in the Laptop.
- 10.5 You must and You must also ensure that the Student does not:
  - (a) assign, sub-let, lend, pledge, mortgage or otherwise part with, or attempt to part with, the possession of the Laptop;
  - (b) purport or attempt to sell, dispose of, charge or encumber the Laptop;

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- (c) conceal or tamper with the Laptop; or
  - (d) make any addition or alteration to the Laptop.
- 10.6 You must ensure that the Student will keep the Laptop in good working order and condition.
- 10.7 You will assist the Student to follow the instructions as set out on the Website and in the Diary to ensure that the Student keeps and maintains the Laptop in a clean and reliable condition.
- 10.8 You acknowledge that We may require the return of the Laptop for maintenance at certain times throughout the School Year.
- 10.9 You must ensure that the Student:
- (a) only uses the Laptop as it would be used by a careful and prudent owner;
  - (b) complies with all applicable Laws relating to the Laptop and its use; and
  - (c) complies with Our reasonable directions in relation to the use of the Laptop.
- 10.10 You must ensure that the Student does not:
- (a) do or omit to do any act or thing likely to endanger the safety or condition of the Laptop;
  - (b) use the Laptop for any illegal or inappropriate purpose; or
  - (c) remove, deface or obscure any marks of identification or ownership or registration numbers marked on the Laptop.
- 10.11 You acknowledge that:
- (a) You have the sole responsibility for deciding on and implementing the appropriate level of supervision of the Student's Laptop usage outside of School hours;
  - (b) if the Laptop is connected to the internet outside of Our internet filter, You are responsible for supervising the Student's Laptop usage; and
  - (c) the Laptop will not be taken overseas or interstate without the express permission of the Principal.
- 10.12 You acknowledge that if You or the Student does not comply with the obligations set out in:
- (a) this clause 10; and
  - (b) the requirements in relation to information technology usage set out in the Parent Handbook, the Diary and the Website,
- We reserve the right to withdraw the Student from the Student Laptop Program.
- 10.13 You must return the Laptop to Us within seven (7) days:
- (a) after the last School Day of the fourth School Term for Year 10 students; or
  - (b) after this Document ends for any reason prior to the last School Day of the fourth School Term for Year 10 students.
- 10.14 If You do not return the Laptop to Us within the timeframe specified in clause 10.13:
- (a) You may be responsible for reimbursing Us for Our reasonable costs and expenses incurred in connection with retaking possession of the Laptop; and
  - (b) if We are prevented from taking possession of the Laptop under clause 10.14(a) and that prevention is otherwise unlawful, You must upon Our demand pay to Us the current market value of the Laptop.
- 11 **DAMAGE TO LAPTOP**
- 11.1 This clause includes warranties against defects as described in the Australian Consumer Law. The following text is included as required by regulation 90 of the *Competition and Consumer Regulations 2010* (Cth):  
"Our goods come with guarantees that cannot be excluded
- under the Australian Consumer Law. You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."
- 11.2 You acknowledge and agree that:
- (a) You will notify Us in accordance with clause 11.4 of any:
    - (i) theft or suspected theft of the Laptop;
    - (ii) loss of the Laptop; or
    - (iii) damage, defect or malfunction to the Laptop (whether intentional or accidental),within 24 hours after You become aware that any such theft, loss or damage has occurred and advise Us of the problem;
  - (b) in the event of theft set out in clause 11.2(a)(i) above, You must (or ensure that the Student does) report the theft to the police and provide Us with a copy of the police report; and
  - (c) in the event of loss or damage caused by misuse or through malicious intent it may be necessary for the parties and the Student to attend a conference in order to facilitate financial restoration.
- 11.3 We acknowledge and agree that We will:
- (a) purchase additional fleet laptops which may be available for the Student to use in the event that the Laptop is lost or stolen; and
  - (b) stock a limited number of spare laptops which may be available for the Student to use in the event that the Laptop is damaged and requires repair.
- 11.4 If You want to notify Us of any defect in the Laptop please:
- (a) contact Our e-learning team; and
  - (b) send all notifications to Our Business Address or to Our Email Address.
- 11.5 Subject to clause 11.6 and any rights You may have under the Australian Consumer Law, We will repair or replace the Laptop if the Laptop is damaged, for reasons including, but not limited to:
- (a) manufacturing faults;
  - (b) hardware failures; and
  - (c) accidental damage, including:
    - (i) minor drops and falls occurring as a result of the Student's normal use of the Laptop;
    - (ii) damage caused by electrical surges;
    - (iii) damage caused by spilt liquid; and
    - (iv) broken LCD screens.
- 11.6 Subject to clause 18 and any rights You may have under the Australian Consumer Law, We will not repair or replace the Laptop if:
- (a) You or the Student damaged the Laptop for any reason not set out in clause 11.5 (including malicious or wilful damage, vandalism or damage caused by misuse or lack of due care);
  - (b) You or the Student did not return the Laptop to Us within a reasonable time;
  - (c) You or the Student lost, destroyed or disposed of the Laptop;
  - (d) the Laptop was damaged after We provided it to You for reasons not related to its state or condition at the time of supply; or
  - (e) the Laptop was stolen.
- 11.7 If there is a defect in the Laptop, You must return the Laptop to Us within a reasonable time.

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- 11.8 You may return the damaged Laptop to Us in person and subject to clause 11.12, We will, at Our cost:
- arrange a replacement of the Laptop; or
  - repair the Laptop.
- 11.9 If the Laptop is returned for repair it will be assessed and/or repaired within a reasonable time.
- 11.10 You must ensure that the Laptop is returned in the same condition You received it, including with the Laptop power pack and Laptop bag/sleeve.
- 11.11 In some circumstances, a Laptop presented for repair may be replaced by refurbished laptops of the same type rather than being repaired. The parties acknowledge and agree that refurbished parts may be used to repair the Laptop.
- 11.12 If the damage to the Laptop is covered by a warranty against defects and You incur any expenses as a result of claiming that warranty against defects (**Expenses**), please contact Our e-learning team as soon as possible so that We may arrange reimbursement of those Expenses.
- 11.13 We may require You to pay an Additional Fee where:
- the Laptop is assessed to have been damaged for any of the reasons outlined in clause 11.6, that are not Our fault;
  - the fault is not covered by any warranty against defects and the Australian Consumer Law does not apply; or
  - no fault is found.
- 12 **ACKNOWLEDGEMENT**
- The parties acknowledge that any benefits provided to You under clause 11 are in addition to any other rights and remedies that You may have under any Laws in relation to goods to which clause 11 relates.
- 13 **DATA**
- As the Laptop You may return to Us for repair or replacement is capable of retaining user generated data, You acknowledge and agree that the repair or replacement of that Laptop may result in the loss of user generated data.
  - Please ensure that You save a copy of any data saved on the Laptop prior to having the Laptop repaired or replaced
  - Confidential Information should also be removed as the person repairing or replacing the Laptop may be required to view data in the course of carrying out the repair or replacement.
- 14 **INSURANCE**
- 14.1 We will effect and maintain throughout the Term an insurance policy for the full insurable and replacement value of Our laptops.
- 14.2 Our insurance policy does not cover:
- the loss or theft of the Laptop; or
  - vandalism or malicious or wilful damage to the Laptop.
- 14.3 You acknowledge and agree that You will indemnify Us for and against any loss, claim, damage or expense which may be incurred as a result of anything set out in clause 14.2 above occurring.
- 15 **VARYING TERMS OF THIS DOCUMENT**
- 15.1 You acknowledge that We may change the Conditions by giving You notice of no less than ten (10) weeks.
- 15.2 If We choose to change the Conditions in accordance with clause 15.1, those changes will come into effect no earlier than ten (10) weeks after You are given notice.
- 15.3 Upon receipt of the notification provided in accordance with clause 15.1, You have the option to cancel the Student's enrolment in accordance with clause 15.4 if You do not agree with the changes to the Conditions.
- 15.4 Where You choose to cancel the Student's enrolment in accordance with clause 15.3, You must provide Us with written notice of your decision to cancel the Student's enrolment within thirty (30) days of the date of Our notice to you of the changes to the Conditions.
- 15.5 You acknowledge that if You choose to cancel the Student's enrolment in accordance with clauses 15.3 and 15.4:
- the Student must continue to attend School until the changes would come into effect; and
  - You must continue to pay the Fees and any Optional Charges until the changes would come into effect.
- 16 **CONFIDENTIALITY**
- 16.1 The parties agree, in respect of any Confidential Information:
- subject to clause 16.2, not to disclose such information to any person, without the prior consent of the disclosing party, unless and until:
    - such information becomes generally available to the public in publications in general circulation in Australia, through no action, default or other breach by the recipient party; or
    - the recipient party is required by law to make disclosure, and then only to such extent; and
  - to keep such documents and any other material containing or incorporating any Confidential Information, in safe custody.
- 16.2 The parties may, notwithstanding clause 16.1, disclose Confidential Information to such of its representatives who may need such information and only to the extent so needed, to enable such party to fulfil its obligations under this Document.
- 17 **PRIVACY**
- We agree, in respect of Personal Information held in connection with this Document:
- to from time to time collect Personal Information, Sensitive Information and Health Information that is permitted by the Privacy Act about You and the Student, which may be necessary for Our functions or activities;
  - to use Your personal information for one or more of Our functions or activities (the primary purpose) or for a related secondary purpose that would reasonably be expected by You, or to which You have consented. Primary uses of Personal Information include, but are not limited to:
    - Providing education, pastoral care, extra-curricular activities, health services and spiritual guidance;
    - Satisfying Our legal obligations including Our duty of care, child protection obligations, work health and safety obligations and working with vulnerable people registrations;
    - Keeping parents informed about matters relating to the Student's schooling and School community matters through correspondence, newsletters and magazines;
    - Marketing, promotional and fundraising activities (except in the case of Sensitive Information);
    - Publishing academic and sporting achievements, student activities and other news in publications, materials, advertisements and on Our website and Facebook page;
    - Supporting the activities and functions of Our associations and other entities such as The



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Salesian Society and its community; The Dominic Old Scholars Association; The Tasmanian Catholic Education Office; The Tasmanian Catholic Education Commission; other Tasmanian Catholic Schools and Colleges; The Archdiocese of Hobart;

- (vii) Supporting community based causes and activities, charities and other causes in connection with Our functions or activities;
  - (viii) Helping to improve Our day to day operations including training Our staff; systems development; developing new programs and services; undertaking planning, research and statistical analysis;
  - (ix) Managing debtor accounts, including Fees and payments;
  - (x) Collecting and recovering outstanding debts including overdue Fees, and determining eligibility for assistance;
  - (xi) School administration including for insurance purposes;
  - (xii) The employment of staff; and
  - (xiii) The engagement of volunteers.
- (c) We will store photos and digital media of Your Student in Our archive for the purpose of using those photos and digital media in certain publications including, but not limited to, the Yearbook, newsletters, Website and other promotional material for Us.
- (d) If at any time You decide that You do not want Your and the Student's Personal Information to be used for any of the purposes set out in clause 17(b) and 17(c), You must notify Us in writing.

## 18 INDEMNITIES

- 18.1 To the extent permitted by Law and subject to clause 18.2, You are responsible for and indemnify Us from and against all damages, costs, losses (including legal costs and expenses on a solicitor/own client basis), liabilities, expenses and claims (including in relation to any loss, damage or injury to property or person or death) arising during or after the Term, in connection with or arising directly or indirectly from:
- (a) any damage to the School, any property owned by Us or any of Our students, employees, contractors or invitees caused or contributed to by You or the Student;
  - (b) any injury (including death) to any of Our students, employees, contractors or invitees caused or contributed to by You or the Student;
  - (c) any breach by You or the Student of any provision of this Document;
  - (d) the Student's use and custody of the Laptop; except to the extent caused or contributed to by Us or any of Our agents, employees and contractors.
- 18.2 Despite any other provision of the Conditions, nothing in the Conditions is to be read as excluding, restricting or modifying any guarantees, warranties, representations or conditions implied or imposed by any Laws (including the Australian Consumer Law) which by law cannot be excluded, restricted, or modified.

## 19 SUSPENSION AND EXPULSION

- 19.1 We may, in Our discretion, suspend or expel the Student where:
- (a) the Student does not comply with the obligations set out in this Document;
  - (b) the Student's behaviour and conduct is unacceptable and the Student does not comply with the

Publications, Policies or any School rules notified by Us to the Student; or

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

19.2 We may, in Our discretion, suspend the Student where we are consulting with you or obtaining further information to consider Additional Needs that the Student may require or which we reasonably consider the Student may require if reasonably necessary to manage risk or damage to the health, safety, well-being and/or enjoyment of the Services and facilities provided to the Student, other students, staff, parents and other visitors to/at the School.

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

19.4 If We expel the Student, You must continue to pay the Fees and any Optional Charges to the end of the month in which the expulsion occurs.

## 20 TERMINATION BY US

20.1 We may, in Our discretion, terminate the Student's enrolment by giving You written notice if:

- (a) You fail to pay the Fees and any Optional Charges by the due date;
- (b) You do not comply with an obligation set out in this Document;
- (c) You or the Student do not comply with the Policies and Publications; or
- (d) the Student is expelled in accordance with clause 19.

20.2 If this Document is terminated in accordance with clause 20.1 (a), (b), (c) or (d):

- (a) You indemnify Us against any liability or loss arising and any cost incurred (whether before or after termination of this Document) in connection with Your or the Student's breach of this Document, the Policies or the Publications and the termination of this Document; and
- (b) You must take reasonable steps to mitigate Your loss.

20.3 If this Document is terminated under clause 20.1:

- (a) the parties are relieved from future performance of this Document, without prejudice to any right of action that has accrued prior to the date of termination; and
- (b) rights to recover damages are not affected by the termination.

20.4 We may, in Our discretion, terminate the Student's enrolment by giving You written notice if:

- (a) the Student requires adjustments to be made to the Services to accommodate the Student's particular needs;
- (b) we have reasonably consulted with you about whether the adjustments can be reasonably provided; and
- (c) we consider that the adjustments to the Services cannot be reasonably made because the adjustments would:

- (i) unreasonably impact on the Student, staff, other students, parents or other visitors to/at the School and their health, safety, well-being and/or enjoyment of the Services or Our facilities; and/or
- (ii) cause unjustifiable hardship to Us, including but not limited to financial hardship which We cannot be reasonably compensated for by agreed Additional Fees.

## 21 FORCE MAJEURE

21.1 Neither party (**Affected Party**) is liable to the other for any



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failure to perform an obligation under this Document, (provided that the Affected Party has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations under this Document) to the extent that such failure is caused by or due to:

- (a) an act of God,
- (b) any Governmental requisition, control, intervention, requirement or interference;
- (c) any circumstances arising out of war, threatened act of war or warlike operations; acts of terrorists or the consequences thereof;
- (d) riots, civil commotions, blockages or embargoes;
- (e) epidemics;
- (f) earthquakes, landslides, floods or other extraordinary weather conditions;
- (g) strikes, lockouts or other industrial action, but only if of a general nature and not limited to the Affected Party and/or the contractors of the Affected Party;
- (h) fire, accident or explosion except where caused by the proven negligence of the Affected Party or its employees, agents or contractors;
- (i) the effect of any applicable Laws; or
- (j) any other act or circumstance which is beyond the reasonable control of the Affected Party,

which makes performance of an obligation under this Document impossible and not merely more onerous or uneconomical (each a **Force Majeure Event**).

21.2 Where a Force Majeure Event takes place, the Affected Party must:

- (a) immediately notify the other party of this and provide complete details of the Force Majeure Event; and
- (b) notify the other party within a reasonable time after the giving of notification referred to above of any methods or procedures known to it to circumvent the Force Majeure Event.

21.3 Where a Force Majeure Event ceases, the parties must immediately re-commence performing the duties that were previously affected by the Force Majeure Event.

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

## 22 TERMINATION BY YOU

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

- (a) review Our Grievance and Complaints Policy set out on the Website; and
- (b) submit a complaint in accordance with the Grievance and Complaints Policy.

22.2 If We do not remedy the non-compliance within thirty (30) days after We receive the complaint under clause 22.1(b), You may terminate this Document.

22.3 If You terminate this Document under clause 22.2, You will only be liable for any amounts due and payable under this Document (including any Fees and Optional Charges) up to and including the date of termination.

## 23 CONTINUING OBLIGATIONS

23.1 The expiry or termination of this Document (for any reason) does not act to extinguish a debt, obligation or liability of either of the parties which has accrued under this Document and the provisions, rights and obligations described in the following clauses will survive and continue to apply:

- (a) all indemnities in this Document, including those in clause 18 (Indemnities);

- (b) clause 20 (Termination By Us);
- (c) clause 24 (GST); and
- (d) clause 16 (Confidentiality); and
- (e) clause 17 (Privacy).

## 24 GST

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

24.2 If GST is imposed or payable on any supply made by a party under this Document, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.

## 25 NOTICES

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

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third business day after the date of posting; or
- (c) if sent by email – when sent.

25.2 In addition to the methods described in clause 25.1, where reasonably necessary to protect our legitimate interests We may give You notice by publishing that notice on the Website and taking reasonable steps to draw your attention to that notice (for example, by referring to it in the School newsletter). That notice is taken to be served thirty (30) days from the date of notification that the notice is on the Website, provided the notice remains published on the Website for the entirety of that period.

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

## 26 GENERAL

26.1 This Document constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, negotiations and understandings between the parties in relation to its subject matter.

26.2 Except as otherwise set out in this Document, including but not limited to clause 15, an amendment or variation to this Document is not effective unless it is in writing and signed by the parties.

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

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

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

26.6 Each party will bear its own costs and disbursements of or incidental to the negotiation, preparation and execution of this Document, and all other matters and agreements referred to in this Document.

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

26.8 The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any

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other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

- 26.9 If any provision or part of any provision of this Document is void, invalid or unenforceable for any reason, that provision or part of that provision may be severed from this Document and does not affect the validity, operation or enforceability of any other provision of this Document, unless the severance would change the underlying principal commercial purpose or effect of this Document.
- 26.10 If two or more provisions of this Document are inconsistent or contradictory the numerical position of those provisions must not be a determinative factor in any decision, order or ruling that results in the severance of any conflicting provision.
- 26.11 The parties acknowledge and agree that this Document and the performance of this Document does not represent or imply a partnership, agency, fiduciary relationship, employment relationship, joint venture, distribution or any other category of commercial or personal relationship between the parties recognised at law or in equity as giving rise to forms of specific rights and obligations.
- 26.12 This Document is governed by the law of Tasmania, and the parties submit to the jurisdiction of the courts of Tasmania.

## FEE SCHEDULE 2019

### COLLEGE FEES

NUMBER OF CHILDREN	KINDERGARTEN	
	Per Year	Per Month (10 months, Feb-Nov)
First child	\$2,780	\$278
Second child – 5%	\$2,640	\$264
1 of 3 children – 10%*	\$2,500	\$250
1 of 4 children – 20%*	\$2,220	\$222
1 of 5 or more children – 30%*	\$1,950	\$195

NUMBER OF CHILDREN	PREP TO YEAR 4		YEAR 5 & 6	
	Per Year	Per Month (10 months, Feb-Nov)	Per Year	Per Month (10 months, Feb-Nov)
First child	\$3,490	\$349	\$3,950	\$395
Second child – 5%	\$3,320	\$332	\$3,750	\$375
1 of 3 children – 10%*	\$3,140	\$314	\$3,560	\$356
1 of 4 children – 20%*	\$2,790	\$279	\$3,160	\$316
1 of 5 or more children – 30%*	\$2,440	\$244	\$2,770	\$277

NUMBER OF CHILDREN	YEAR 7 & 8		YEAR 9 & 10	
	Per Year	Per Month (10 months, Feb-Nov)	Per Year	Per Month (10 months, Feb-Nov)
First child	\$4,550	\$455	\$5,070	\$507
Second child – 5%	\$4,320	\$432	\$4,820	\$482
1 of 3 children – 10%*	\$4,100	\$410	\$4,560	\$456
1 of 4 children – 20%*	\$3,640	\$364	\$4,060	\$406
1 of 5 or more children – 30%*	\$3,190	\$319	\$3,550	\$355

ADDITIONAL FEES	AMOUNT
Enrolment Application Fee	\$25 (incl GST)
Enrolment Acceptance Fee	\$50
Laptop Repair Fee	\$60
Late Payment Fee	\$25
Replacement Padlock	\$20
Spare parts for laptops	Reasonable replacement cost
Any other additional fees as notified by the College	As advised

**\*Tasmanian Catholic Education Commission (TCEC) Discount:** The TCEC discount provides a fee discount for families with three or more children in any Tasmanian Catholic School. If eligible, all children at Dominic College are charged at the relevant discounted rate. Application forms are available from our website or the Business Office. Dominic College also provides a discount for families with a second child enrolled at the College.

**Further Information:** Fees are subject to change on an annual basis. All fees are GST free unless otherwise stated. Our Business Office is open weekdays from 8:00am to 4:00pm, excluding public holidays.

