



# St Edmund's College

*Est. 1892*

## *Enrolment Terms & Conditions*

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*2019*



## *Introduction*

The following Enrolment Terms and Conditions apply in respect of all applications for enrolment of students at St Edmund's College and they (and any amendments made from time to time) apply for the duration of the student's enrolment at the College.

The College will advise all parents/guardians of any changes made to the Terms and Conditions as soon as practicable following the change.

Any consent or agreement provided by the Applicant is valid at all times while the student is in the care of the College including (but not limited to), such times as the student is present at the College, or attending or participating in College events, work experience, camps, excursions, functions, etc.

For the purposes of these Terms and Conditions the parent/guardian will be referred to as "The Applicant".

For the purposes of these Terms and Conditions, the term "College Principal" includes any person who from time to time is acting as the College Principal or other staff member with delegated authority to carry out duties or exercise the authority of the College Principal.

## *Disclosure and Privacy*

The Applicant agrees to provide full and frank disclosure of all information and documentation requested by the College and understand that failure to do so may result in the decline or termination of the enrolment application.

This information and documentation includes any official documentation (e.g. Court Orders, Parental Agreements) relating to custody, access arrangements and restrictions.

The Applicant agrees to advise the College promptly of any changes in enrolment details or other relevant information which may impact on the student's wellbeing.

The College collects personal information about students, parents and guardians before and during the course of the student's enrolment for the primary purpose of assessing the application for enrolment and for reference during the course of the student's enrolment to enable the College to discharge its duty of care.

Some information is collected to satisfy legal and statutory obligations. This includes health records and information relative to child protection laws. Health information is sensitive information within the terms of the National Privacy Principles of the Privacy Act (2000)

Information will only be disclosed to others (outside of the College) in accordance with statutory reporting obligations and for administrative, educational and safety purposes. These others include (but not limited to) –

- Government departments and agencies
- Edmund Rice Education Australia
- Queensland Catholic Education Commission
- Ipswich Catholic Parish
- Medical practitioners
- People providing specialist services to the College (e.g. visiting teachers, coaches, etc.)

Personal student information relating to academic, sporting or cultural activities and achievements is regularly disclosed through College publications (newsletter, website, magazine).

Persons may seek access to personal information collected about them and their son(s) by requesting the information in writing to the College Principal. However, there may be occasions where access to this information will be denied where such disclosure would –

- have a detrimental impact on the privacy of others
- breach the College's Duty of Care to a student or
- breach a strict confidentiality agreement under which the information was disclosed

The information will be dealt with in accordance with the College's Privacy Policy (accessible through the College's website [www.sec.qld.edu.au](http://www.sec.qld.edu.au)).

## *College Life*

The College will recognise the legal guardianship obligations of both parents unless notified otherwise in writing (signed by both parents) or as advised by an official legal instrument (e.g. Court Order).

The College operates classes from 8.25am to 2.45pm on weekdays (excluding School Holidays, Public Holidays and Student Free Days as advised). General student supervision within the College grounds commences at 8.00am and concludes at 3.15pm (but also includes supervision of bus stops in Arthur and Elizabeth Streets).

The College will deliver an educational program in accordance with the NSSAB (Non-State Schools Accreditation Board). It cannot guarantee a particular level of achievement for a student and acknowledges that academic, sporting and cultural success depends on the individual attributes, aptitude and attitude of the student, his willingness to strive to achieve his best and a supportive home life environment.

The College does not insure student property of any description and all personal property brought to the College (or on a College activity) is at the sole risk of the Applicant/student.

The College is legislatively obliged to act in the best interests of the individual student and the student body in general. Although the College customarily values consultation with parents/guardians on all matters, there may be times when this is not possible or appropriate which may mean that the College may not act in accordance with the Applicant's preferences and requests.

The College reserves the right to exclude any person (irrespective of whether they are a parent/guardian) from entering (or remaining) on the College grounds or participating in a College activity where the College reasonably believes that it is in the best interest of the student(s) that the person be excluded.

The College reserves the right to search lockers, bags or any other property of the student (either randomly or individually) where there is deemed to be reasonable cause to do so.

## *Student Obligations*

The student is expected to act at all times in accordance with the values and ethos of the College.

The student must comply with all rules, policies and guidelines, (including reasonable instruction from a College staff member) at all times.

The student must comply strictly with school uniform requirements, standards of personal appearance and appropriate behaviour.

The student must not engage in any conduct that is, or could be deemed to be, harmful to another student, a staff member or a member of the community.

The student will not be absent from the College without a prior written parental permission or an explained leave of absence from the parent/guardian.

Continual failure to attend the College as expected is a breach of law and may result in the termination of enrolment.

The student must attend the College (or any College activity or function) unaffected by alcohol or other substances.

The student must not bring the name or reputation of the College into disrepute including at any time through the student's use of social media or other technologies.

The student must protect and maintain all College facilities and property (including laptops, lockers, sporting equipment).

The student will be liable for the replacement cost for any loss or damage caused by him to facilities and equipment.

The student must be aware of and fully comply with the provisions of the "Acceptable Use of Technology" policy and the "Use of Mobile Phones" policy at all times.

# *Parent/Guardian Obligations*

The Applicant will ensure the College is kept up to date in respect of relevant information about the student and provide full and frank disclosure of all information relevant to the enrolment at the College.

The Applicant agrees to support the Ethos and the Christian values of St Edmund's College as expressed in the Charter of Edmund Rice Schools in providing a catholic education for students.

The Applicant consents to their son participating in all normal curricular, sporting, cultural and extra-curricular activities conducted under the approval of the College including inter-school sport, school camps, excursions, work experience and the like.

The Applicant consents to their son travelling on the College bus or other form of private or public transport where deemed in the reasonable opinion of the College to be necessary and desirable.

On occasions where the Applicant does not consent to their son participating in College activities, or travelling on College sanctioned transport, advice to the College Principal is required in writing.

The Applicant must ensure that their son strictly adheres to the "Acceptable Use of Technology" policy and the "Use of Mobile Phones" policy, especially in respect of cyber safety related protection measures arranged by the College.

The applicant consents to their son being identified (named and/or photographed) in College publications such as the College Website, Newsletter, Magazine and Year Book.

Should the applicant not wish their son to be identified in College publications, a specific written request to the College Principal is required.

# *Disciplinary Measures*

The Applicant agrees that the Principal (or delegate) has authority to apply whatever disciplinary measures are deemed necessary in relation to the student, both inside and outside the College (as appropriate).

These measures may range from classroom discipline to expulsion from the College and may include mandatory reporting of significant behaviours to the State Government Authorities and/or Queensland Police.

Serious disciplinary responses from the College may include a Request to Show Cause, Internal Suspension from the College, External Suspension from the College or Termination of Enrolment.

# *Fees and Levies*

The College relies on the payment of fees and levies by all parents/guardians to ensure the College resources and facilities are appropriate for the educational needs of the students.

The College strives to ensure that fees are kept to reasonable and economic levels and represent exceptional value for money for the standard of education provided by the College.

The quantum of fees and levies will be determined on an annual basis and notified to all applicants, parents and guardians before the commencement of the year to which they apply.

Fees will be issued each Term and are required to be paid by the due date or in accordance with an approved payment plan (utilising the Direct Debit method of payment).

Under the terms of the enrolment contract, parents or guardians who are signatories to the contract are jointly and severally liable for the payment of fees and levies.

The College cannot provide split accounts for school fees. One school fee account will be provided to the nominated email address. In instances where parents live separately a copy of the fee account can be provided to both parents.

Fees are payable while the student is enrolled at the College regardless of attendance (unless otherwise arranged with the College).

Fees and levies will remain payable to the College regardless of whether the enrolment is current or has been terminated.

Where circumstances arise such that parents/guardians have difficulty in meeting their fee obligations, contact should be made with the College as soon as possible so that payment options can be assessed.

Failure to meet the payment of fee obligations without consultation with the College may give rise to formal debt recovery processes.

In the event of unpaid fees the College may, in its sole discretion, suspend or terminate the enrolment contract and/ or take such legal action as necessary to recover the outstanding fees and any associated costs of recovery.

The College provides a wide range of curricula activities including School Based Apprenticeships and Work Placements and other Vocational Education and Training options which are provided without additional charge to the school fee.

The school fee is all encompassing for all non-discretionary school activities. There are however a number of discretionary activities, (e.g. sporting tours and camps, immersions, etc.) attracting a separate fee which must be paid in advance in order for the student to participate.

However; it should be noted that the priority for payment must be the school fee and eligibility to participate in discretionary activities is contingent on the school fee obligation being met satisfactorily.

# *Termination and Departure*

It is expected that the termination of an enrolment contract by either party is an unavoidable course of last resort that would follow comprehensive communications and consultation between the College and the parents/guardian.

The College may terminate the enrolment under (but not limited to) the following circumstances –

- A break down in the mutual trust and co-operation between the Applicant and the College to work in the best interests of the student
- A breach of contract by the Applicant including non-payment of fees and failure by the Applicant to support the ethos of the College
- Failure of the student to attend the College on a regular basis
- Expulsion of the student

The parent/guardian may terminate the contract at their discretion by providing written notice to the College Principal as early as possible but as circumstances allow, by not later than two weeks prior to the student leaving the College.

On the termination of enrolment, the parent/guardian must ensure that –

- All College equipment (including the College laptop) and books are returned to the College
- All outstanding fees and levies are paid

The College will endeavour to ensure all documents and records (including Academic Reports) are up to date and available to the parent/guardian should they be required.

## *Relevant Policies and Guidelines*

The following is a listing of relevant policies and guidelines which may be read in conjunction with the Enrolment Terms and Conditions.

Enrolment Policy

Enrolment Guidelines

Enrolment Application

Contract of Enrolment

Acceptable Use of Technology Policy

Use of Mobile Phones Policy

Fee Policy

Concession Policy

EREA Privacy Policy

College Privacy Policy