DIOCESE OF BALLARAT CATHOLIC EDUCATION LIMITED

ST JOSEPH'S SCHOOL COLERAINE

St Joseph's Primary School, Coleraine

Enrolment Agreement

Document Number: ENRV1240621

St Joseph's Primary School, Coleraine is a school which operates with the consent of the Bishop of Ballarat and is operated and governed by the Diocese of Ballarat Catholic Education limited (DOBCEL).

This agreement aligns with St Joseph's Primary School, Coleraine Enrolment Policy and Procedures.

Please read the terms and conditions outlined below before signing the agreement. Confirmation of the enrolment offer requires the acceptance and signing of this Enrolment Agreement and Parent/Guardian/Carer Code of Conduct.

Terms and Conditions of Enrolment

Purpose

These Terms and Conditions of Enrolment set out the terms upon which a child is enrolled as a student at St Joseph's Primary School, Coleraine (the school).

Acceptance of Enrolment

Parents/guardians/carers who accept the school's offer of enrolment for a child, also agree to the requirements outlined in the Terms and Conditions of Enrolment (see below) for the duration of the child's enrolment.

It is understood that the parents/guardians/carers of students who attend or are attending the school for the purpose of receiving educational services have accepted these Terms and Conditions of Enrolment.

Ongoing Nature of These Terms and Conditions of Enrolment

A parent who agrees to these Terms and Conditions of Enrolment in relation to an enrolled child at the school, also agrees to these Terms and Conditions of Enrolment in relation to each of the parent's children enrolled at the school at that time

These Terms and Conditions of Enrolment are ongoing, and will remain in place until:

- a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Terms and Conditions of Enrolment, or
- upon completion of a child's education at the school.

The school reserves the right to amend these Terms and Conditions of Enrolment as required. The school will provide advance notice of any amendments, which will not apply retrospectively, and a family will have the option to agree to the relevant amendments or alternatively withdraw that family's child(ren) before the amendments take effect.

Responsibilities of the School

The school will provide a Catholic education for the student during the period of enrolment in accordance with its school curriculum, as amended by the school from time to time at its absolute discretion.

Catholic education is intrinsic to the mission of the Church. It is one means by which the Church fulfils its role in assisting people to discover and embrace the fullness of life in Christ. St Joseph's Primary School, Coleraine offers a broad, comprehensive curriculum imbued with an authentic Catholic understanding of Christ and his teaching, as well as a lived appreciation of membership of the Catholic Church.

The school will deliver the school curriculum through a range of methods, including the provision of on-campus education and online learning arrangements. The school may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, the school considers it necessary or appropriate to do so. Relevant considerations may include but are not limited to concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.

Support for the School

Parents/guardians/carers, as the first educators of the student, enter a partnership with the school to promote and support the student's education. Parents/guardians/carers must assume responsibility for maintaining this partnership by supporting the school in the provision of educating the student within the scope of the school's registration and fostering the student's spiritual and academic requirements.

Parents/guardians/carers, acknowledge that the school does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.

Each parent:

- acknowledges the school's Vision (Vision & Mission) Statement/s, published on its website, which the school reserves the right to amend from time to time
- agrees to cooperate fully with the school to promote the student's Catholic education, by involving themselves in the life and of the school and being responsive to the school's concerns; and
- agrees to ensure the student and their parents/guardians/carers familiarise themselves and comply with the school's codes of conduct, handbooks, directions, policies, procedures, rules, and values as published and amended by the school from time to time at its absolute discretion.

During the enrolment period parents/guardians/carers will ensure the student:

- respects and upholds the school's ethos, mission, Catholic faith, reputation and values
- is well-groomed, always wears the school uniform, and complies with the school's appearance standards
- arrives at school on time, attends all classes (including Religious Education) and has the appropriate equipment to undertake their study
- completes assessments and exams, and is supported to complete homework, when asked to do so

- attends school-related activities, camps, excursions, liturgies and Masses, events and retreats (collectively, Co-curricular Activities)
- participates fully in all aspects of the life and programs of the school
- cares for all school buildings, furniture, property and equipment
- does not leave the school grounds during school hours, except as authorised by the school from time to time
- does not possess, use, distribute or sell illegal or illicit substances (including tobacco, e-cigarettes, personal vaping devices (regardless of whether they contain nicotine), medication (unless used in accordance with a prescription), drugs or alcohol, whilst on school grounds, travelling to and from school, or participating in school-related activities; and
- understands and complies with the school's codes of conduct, handbooks, directions, policies, procedures, rules, and values as published and amended by the school from time to time at its absolute discretion.

Child Safe Environment

Catholic school communities have a moral, legal, and mission-driven responsibility to create nurturing school environments where students are respected, their voices heard, feel safe and are safe.

Every person involved in Catholic education, including all parents/guardians/carers at our school, has a responsibility to understand the importance and specific role they play individually and collectively to ensure that the wellbeing and safety of all children is at the forefront of all they do and every decision they make.

The school's child safe policies, codes of conduct and practices set out the commitment to child safety, and the processes for identifying, communicating, reporting, and addressing concerning behaviour and allegations of child abuse. These documents establish clear expectations for all staff and volunteers for appropriate behaviour with students to safeguard them against abuse.

The school has recruitment procedures in place to ensure newly appointed staff, existing staff, visitors, contractors and volunteers in the school understand the importance of child safety, are trained to minimise the risk of child abuse, and are aware of the school's relevant policies and procedures. The school also provides ongoing training, supervision, and monitoring of staff to ensure that they are suitable to work with students as part of our child safe human resources practices.

The school has robust and structured risk management processes as prescribed by DOBCEL that help establish and maintain a child safe environment. This involves consideration of possible broad- based risk factors across a wide range of contexts, environments, relationships, and activities with which students within our school engage.

The school, in partnership with families, ensures children and young people are engaged and are active participants in decision-making processes, particularly those that may have an impact on their safety. This means that the views of staff, children, young people, and families are taken seriously, and their concerns are addressed in a just and timely manner.

The school's child safety policies and procedures are readily available and accessible. Further information on DOBCEL's and the Catholic education community's commitment to child safety across Victoria can be accessed at the DOBCEL Child Safety webpage.

Fees

The setting of fees, levies and other compulsory ad hoc charges is the responsibility of the school within the prescribed requirements of DOBCEL. The fees consider the allocation of government funds and the fee contribution required based on Government assessment of the school community's capacity to contribute. Where additional levies and charges are required, the school informs parents/guardians/carers will be notified of cost details in advance.

The school offers various payment options for fees, levies, camps and excursions, and ad hoc charges to reduce any financial burden and to assist in financial planning.

If you have difficulty in meeting the required payment of fees, levies, and ad hoc charges, you should discuss this with the Principal of the school by emailing/calling (03) 5575 2131.

The school publishes in advance of each school year a fee schedule setting out:

- all tuition fees and levies charged by the school for that school year (collectively, the school fees) in relation to a student's enrolment at the school, or in relation to certain activities and programs
- due dates for payment (which may be in advance or arrears)
- discounts that may be applicable to the school fees
- financial assistance available to families
- payment methods and payment arrangements; and
- other relevant matters (including in relation to consequences for non-payment).

The terms of each fee schedule are at the school's absolute discretion, and subject to change annually. However, the school will not vary those terms retrospectively.

Where practicable, the school will provide parents with notice of the following school year's fee schedule by no later than the mid-November in the preceding school year. This will provide parents with the opportunity to consider whether they accept the following school year's fee schedule or, if not, provide notice of withdrawal by the end of the school year.

Unless otherwise agreed in writing with the Principal each parent/guardian/carer agrees:

- to be jointly and severally liable to pay all school fees charged by the school by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the student's enrolment unless the school accepts a Change of Financial Responsibility Form (available from the Principal or Business Manager).
- the school may request evidence from a parent/guardian/carer in support of a Change of Financial Responsibility Form prior to agreeing, at its absolute discretion, to release a parent from joint and several liability
- that school fees charged by the school are payable during any period in which the child is enrolled and absent from the school and
- that school fees are not ordinarily refundable. However, the Principal may, in their sole discretion, consider, grant, or deny a request for a refund by a parent.

The school's fee schedule is not an exhaustive list of fees, charges and levies that apply during the student's enrolment. Additional fees, charges and levies may apply from time to time for certain activities and events in which the child participates (e.g. co-curricular activities), or for goods which the student or their parents/guardians/carers purchase via the school (e.g. textbooks). Details of these will be communicated to parents/guardians/carers in advance. Each parent/guardian/carer agrees to be jointly and severally liable for the payment of any such fees, charges, or levies as and when they fall due for payment.

The school has discretion over whether to allow a student to participate in optional or extra-curricular events, such as paid school excursions or extra-curricular activities while fees remail due and payable.

The school operates on a not-for-profit basis and is reliant on parents/guardians/carers meeting their financial commitments to deliver a quality education for students. If any school fees (or any other fees, charges, and levies) charged by the school are not paid by the due date, or in accordance with the payment terms which apply during the child's enrolment, then the school may in its absolute discretion:

- refuse the student and any sibling's participation in co-curricular activities
- suspend and/or terminate the enrolment of the student and any sibling(s); and/or
- commence debt recovery action.

School fees continue to apply to all enrolled students without reduction or offset during any period of remote learning and/or where a reduced program is agreed.

Each parent/guardian/carer agrees to pay the school jointly and severally liable for all reasonable costs and expenses (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding school fees (or any other fees, charges, and levies) charged by the school.

The school may in its sole and absolute discretion charge (and each parent agrees to pay jointly and severally) interest at the RBA cash rate on any amount of school fees (or any other fees, charges and levies charged by the school pursuant to these Terms and Conditions of Enrolment) that remain unpaid for 28 days after they fall due for payment.

Primary Schools

Tuition fee discounts are available to families who have successfully applied for support under the Victorian government's Camps, Sports, and Excursion Fund (CSEF). The Family Fee Assistance Scheme offers tuition fee discounts to new and current students. Although a family may be eligible to receive a fee discount, families may choose not to apply for the fee discount and pay the full school fee. Families qualifying for the scheme will pay [school to insert amount] per annum ($10 per week – school to insert correct payment amount) for primary school tuition fees. The discounted fee covers tuition and capital fees only. More information about the scheme can be found here.

Goods and Services Tax (GST)

Where possible the school fees (and any other fees, charges, and levies) charged by the school will be quoted on a GST exclusive basis. If GST subsequently becomes payable in respect of any part of any fees, charges and levies charged by the school then the school reserves the right to increase those fees, charges, and levies at any time.

Withdrawal of Enrolment

The school requires a notice requirement of one school term of a student's withdrawal from the school due to the administrative, financial, and operational cost involved in coordinating and managing the withdrawal process for a student.

Fees will be charged for the full term in which an enrolment is withdrawn up to the last day of each school holiday period.

To withdraw a student's enrolment (whether on a permanent or temporary basis), the parents/guardians/carers must give written notice to the Principal. This means that the Principal must receive notice in writing from all the student's parent/guardians/carers (unless one parent has legal decision-making capability for the child) by no later than:

- where the student has not commenced enrolment: on the first day of the school term immediately prior to the term where the enrolment was scheduled to commence
- where the student will leave the school on the last day of a school term: the first day of that term
- where the student will leave the school prior to the commencement of, or during a term: the first day of the previous school term.

Leave of Absence

A notice requirement of one school term applies in respect of a student's planned leave of absence from the school for periods of one school term or greater. Approval in relation to leave of absence is at the discretion of the Principal, who will determine with the family a plan to support the student's return subject to a place being available and at least one term notice of return.

Termination of Enrolment

The school may terminate the student's enrolment and the enrolment of any sibling (with or without notice) where, in the Principal's reasonable opinion, any of the following apply:

- a parents/guardians/carer fails to pay school fees (or any other fees, charges and levies) charged by the school by the due date, or in accordance with the payment terms, which apply during the child's enrolment

Note – while the school has absolute discretion to exercise the termination of enrolment due to nonpayment of fees, this will not be exercised where the enrolling parent/s make a genuine attempt to prove the limitations on their capacity to pay and alternative payment arrangements will be explored by the school.

- a parent/guardian/carer otherwise breaches these Terms and Conditions of Enrolment
- the student (or one of the student's parents, or a sibling enrolled at the school) has acted inconsistently with the school's expectations as set out in its codes of conduct, directions, handbooks, policies, procedures, rules or values, or has breached a reasonable direction of the school
- the school is not satisfied it can meet the educational requirements of the child including, for example, because the student is not benefitting from the curriculum, courses or programs provided by the school
- the school is not satisfied that there remains sufficient trust and confidence between the school and the student's family for an effective enrolment relationship; or
- as otherwise provided for in these Terms and Conditions of Enrolment.

All outstanding school fees (and any other fees, charges, and levies) charged by the school, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the student's last day of enrolment.

In the event of suspension or termination of enrolment under these Terms and Conditions of Enrolment, there will be no refund or waiver of any school fees (and any other fees, charges, and levies) charged by the school.

Enrolment Requirements

To meet DOBCEL and government requirements, as part of the enrolment process parents/guardians/carers will need to provide the school with the information listed below:

a) evidence of the child's date of birth (e.g. birth certificate, passport)

b) religious denomination

c) previous school reports (if applicable)

d) names, email contacts and addresses of the child and parents/guardians/carers; telephone numbers (home, work, mobile) of parents/guardians/carers

e) names of emergency contacts and their details

f) specific residence arrangements

g) information about the language/s the child speaks and/or hears at home

h) nationality and/or citizenship including the visa sub-class granted upon entry to Australia (prior to citizenship being granted), where applicable

i) diagnoses, medical conditions, health requirements and immunisation history as they relate to educational provision

j) information on additional learning requirements (e.g. whether the child requires additional support in relation to personalised care and support, mobility, language, social skills development, welfare educational requirements, challenging behaviours, adjustments to the curriculum, etc.)

k) parenting agreements or court orders, including any guardianship orders.

Following the enrolment process, school staff may need to request further information, for example in relation to any parenting orders, health requirements, medical conditions, or additional learning requirements.

Minimum School Entry Age (Primary Only)

The school's enrolment policies and procedures are intended to ensure that, when enrolling students, St Joseph's Primary School, Coleraine is compliant with relevant Victorian and Australian government legislation. A child must turn five by 30 April in the year of starting school unless an exemption is approved. Enrolment of children under the minimum school entry age and pre-Prep programs require approval from the DOBCEL Executive Director (or the delegate) via the Minimum Age Exemption Application.

Approval for exemptions must be sought from the DOBCEL Executive Director (or the delegate) before enrolment under the minimum starting age can occur. Approval for early-age enrolment will only be granted in exceptional circumstances where both the parent/guardian/carer seek the enrolment of the child under the minimum age, and the Principal supports the enrolment of that child at the school and the best interest criteria are met.

Student Information

Parents/guardians/carers must provide accurate and up-to-date information through the enrolment process and must supply the school, prior to enrolment, any additional information as may be requested, including copies of documents such as medical/specialist reports (where relevant to the child's schooling), reports from previous schools, court orders or parenting agreements. Provision of requested documentation is regarded as a condition of enrolment, and enrolment may be refused or terminated where a parent/guardian/carer has unreasonably refused to provide requested information or knowingly withheld relevant information from the school.

Failure to provide up to date student information is a breach of these terms and conditions.

Change of Student Details

Parents/guardians/carers must notify the school immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the student's enrolment at the school (or which the school may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the student's personal information, or using, publishing or broadcasting images or recordings of the child).

Parents/guardians/carers agree that the school will not be obliged to change the student's name in its internal database and learning management system unless one of the following apply:

- parents/guardians/carers agree in writing (even where only one parent/guardian/carer has signed the Terms and Conditions of Enrolment)
- the school is provided an Order of the Court which permits the student's name change
- the school believes other special circumstances exist (for example, those relating to gender identity).

Students with Additional Learning Requirements

Students with additional learning requirements are welcomed at St Joseph's Primary School, Coleraine. Additional learning requirements include allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements and requirements of a medical, psychological, health or dietary nature.

The school complies with its statutory obligations regarding additional learning requirements, including 'reasonable adjustments'.

The school will work to accommodate the student's additional learning requirements, provided that an understanding has been reached between the school and parents/guardians/carers prior to enrolment regarding:

- the nature of any diagnosed or suspected medical condition/disability, or any other circumstances that are relevant to the student's additional learning requirements. Each parent must inform the school of all additional learning requirements the student has (or has had) which may be relevant to the education or welfare of the student (or which may impact upon the education or welfare of others) and provide to the school all reports, assessments, and information in relation to those learning requirements
- the individual physical, functional, emotional, or educational goals that are appropriate to the child, and how the parents/guardians/carers and the school will work in partnership to achieve these goals
- any limitations on the school's ability to provide the additional assistance requested.

As every student's educational requirements can change over time, it will often be necessary for the school to review any additional assistance that is being provided to the student, in consultation with parents/guardians/carers and the student's treating medical/allied health professionals, to assess whether:

- the additional assistance remains necessary and/or appropriate to the student's requirements
- the additional assistance is having the anticipated positive effect on the student's individual physical, functional, emotional, or educational goals
- it remains within the school's ability to continue to provide the additional assistance, given any limitations that may exist.

To support a student's learning and wellbeing requirements, students may be able to access school-based and DOBCEL learning diversity and/or wellbeing services, if determined appropriate, to clarify their learning profile and build teacher capacity to support the student.

Parents/guardians/carers agree to immediately inform the school should the student develop additional learning requirements, or should the educational requirements of the student change, either before or during the student's enrolment at the school. The school may refuse to proceed with the enrolment of the student (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under these Terms and Conditions of Enrolment) should there be a failure to inform the school of any identified additional educational requirements relating to the student.

When a parent/guardian/carer advises the school of their student's learning requirements, or where a student's educational requirements develop or change, the school will arrange to meet to discuss the student's additional learning requirements to obtain further information, including medical, behavioural, psychological, or other reports. In accordance with its relevant procedures, the school will then assess whether it has the capacity and resources to provide a safe and fulfilling learning environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments.

If the school concludes that it cannot meet the additional learning requirements of the child based on its reasonable opinion and legal obligations, then:

- the school may, refuse to proceed with the enrolment of the student (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
- the parent/guardian/carer may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice).

Communication, Instructions and Emergencies

The parent/guardian/carer acknowledge that the school reserves the right to communicate with both or one of the child's parents regarding the child's education, care, safety, and welfare, having regard to what the school considers, in its reasonable opinion, to be the best interests of the student.

Any notice given by the school to any one of the student's parents will be deemed to be given to all parents. Notice can be given by email, text message, hand, prepaid post, in the school newsletter, on the school website, or via the student (e.g. a note in the student diary).

If the school require instruction, authority or direction regarding any issue concerning the student, the school may act upon the instruction, authority, or direction of any one of the child's parents based on its reasonable opinion and the best interests of the child.

In the event of any medical or other emergency arising in respect of the child then, should the school consider it impracticable to communicate with the child's parents, each parent authorises the school to act as it considers, in its reasonable opinion, to be the best interests of the child.

Parent/guardian/carer agrees to indemnify the school jointly and severally in respect of any reasonable costs and expenses which the school incurs because of the school taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

Assessment and updates

Various opportunities are provided to keep parents/guardians/carers up to date with the student's progress. Two comprehensive written reports will be provided each year and arrangements will be made for at least one interview where parents/guardians/carers can discuss the student's development with their teacher/s. Good communication between the school and family is valued. If there are specific questions you have, approach the school regarding these questions.

Student Behaviour or Conduct

The school is a community that exemplifies the gospel values of love, forgiveness, justice, and truth.

The school community recognises that everyone has the right to be respected, to feel safe and be safe; and, in this regard, understands their rights and acknowledges their obligation to behave responsibly, therefore we aim to:

- promote the values of honesty, fairness and respect for others
- acknowledge the worth of all members of the community and their right to work and learn in a positive environment
- maintain good order and harmony
- affirm cooperation as well as responsible independence in learning
- foster self-discipline and develop responsibility for one's own behaviour.

DOBCEL and the school administration, in consultation with the school community wherever appropriate, will prescribe standards of dress, appearance and behaviour for the student population, taking into consideration the student's economic, indigenous, cultural, and lingually diverse background or circumstances.

Parents/guardians/carers agree that the student is required to comply with the school's behaviour aims and code of conduct, and to support the school in upholding prescribed standards of dress, appearance and behaviour and ensure compliance with the Code of Conduct for Students.

Parents/guardians/carers agree to be responsible for ensuring that the student is aware of all policies and procedures that apply to the student, including those relating to the student conduct and behaviour and any code of conduct for students, and to actively support the school in the implementation of such policies, procedures, and codes of conduct.

Parents/guardians/carers agree to comply with any code of conduct for parents/guardians/ carers or other policy implemented by the school from time to time which sets out the school's expectations of parents/guardians/carers who have a student enrolled at the school.

The parents/guardians/carers agree that any unacceptable behaviour by a student, or significant and/or repeated behaviour by a parent/guardian/carer that, is unacceptable and damaging to the partnership between parent/guardian/carer and school, or otherwise in breach of the student code of conduct or the parent/guardian/carer code of conduct may result in suspension or termination of the student's enrolment whether or not the conduct is connected to school activities.

The school is responsible for determining when conduct of a student warrants discipline and may apply such discipline (including consequences, suspension and expulsion of a child's education or enrolment) as the school, in its absolute discretion, considers appropriate having regard to the student's conduct and the school's codes of conduct, directions, handbooks, policies, procedures, rules and values.

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

The school reserves the right to suspend a student's education and/or enrolment or move a student to remote learning whilst investigating a potential breach of the school's codes of conduct, directions, handbooks, policies, procedures, rules, or values.

Parents/guardians/carers and students are expected to respect any decisions made by the school in relation to behaviour management.

Conformity with Principles of the Catholic faith

As a provider of Catholic education, the Principal will consider the need for the school community to represent and comply with the doctrines, beliefs and principles of the Catholic faith when making decisions regarding matters of school administration, including enrolment. Students and families who are members of other faiths are warmly welcomed at the school. However, St Joseph's Primary School, Coleraine reserves the right to exercise administrative discretion in appropriate circumstances to suspend or terminate enrolment, where it is necessary to do so to avoid injury to the religious sensitivities of the Catholic school community.

Loss of Property and Insurance

Students must care for the property of others including the school's buildings, furniture, and equipment. Parents/guardians/carers agrees to be financially responsible (and jointly and severally indemnify the school) for any property damage caused by their child at the school or while participating in school-related activities.

It is impossible for the school to implement and administer systems or processes which will adequately protect the child's personal property against all loss, damage, or theft. All personal property brought by the child to the school or to school-related activities is at the sole risk of the child and their parents. The school accepts no liability for loss or damage to personal property of the child, however that may occur, and the school has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.

The school does not insure the personal property of the child or their parents which is brought to the school or to school-related activities. It is the responsibility of the child's parents to arrange such insurance as they consider appropriate.

Although the school may have limited personal accident insurance in respect of its students, parents/guardians/carers should arrange such personal accident insurance as they consider appropriate.

The school may provide bag areas, lockers, desks, and work areas for the student's use. These areas remain the property of the school and are provided with the understanding the school has the right to access such property at any time it deems necessary.

Personal information

The school manages personal information in accordance with its Privacy Policy, as published and amended by the school from time to time. Parents/guardians/carers agree that they have read and understood the Privacy Policy. The school's Privacy Policy is available on the school's website.

Each parent acknowledges that:

- the child may be photographed or recorded at school or while participating in school-related activities
- they authorise the school to photograph or record the child (and the parent when attending school-related activities) and to use, publish or broadcast such images or video recordings and his/her/their name(s) for all school-related purposes (including without limitation classroom displays, team photos, award evenings, school productions (e.g. drama and music), magazines and newsletters, official posts on the school website or social media pages, and any websites on which a school event is broadcast or live streamed); and
- even when authorisation is withheld, and due care is taken by the school, then incidental, internal, or unintentional use of images and recordings featuring the child or parent may still occur from time to time (particularly when a parent or child attends a photographed or recorded school-related activity or event).

The school may collect personal information, including sensitive information about prospective students and their parents as part of the enrolment process, and parents understand:

- this may involve the school making enquiries and obtaining information from third parties such as credit providers, medical practitioners, government departments, and financiers
- the school may use any information obtained as deemed necessary; and
- the school may disclose information obtained to an interested person (including overseas third parties) for administrative and educational purposes, to the extent permitted by law, including regarding the Privacy Act 1988 (Cth) and the Australian Privacy Principles (if applicable).

Raise Grievances Appropriately and Productively

St Joseph's Primary School, Coleraine is committed to the education and wellbeing of each student. It is therefore critical that parents/guardians/carers are able to raise genuine grievances they may have about such matters in an appropriate, constructive and respectful manner.

St Joseph's Primary School, Coleraine grievance-management procedures are set out in the school's Complaints Management Policy and Procedures. This policy sets out how concerns and grievances may be raised with St Joseph's Primary School, Coleraine; who they should be raised with; and how the school will deal with these in a respectful and timely manner.

Parents/guardians/carers with grievances or complaints should consult the school's Complaints Management Policy and Procedures, which are available on St Joseph's Primary School, Coleraine website.

Circumstances Outside the School's Control

Where a school campus or facility becomes unavailable for any reason, due to an unexpected events or situation such as natural disasters (floods, storms, cyclones), fire, power and IT outages, staff shortages or pandemics, the student may be required to attend an alternative campus or facility, or participate in online learning.

The inability of the school to provide the student with access to any particular campus, facility or service does not constitute any rebate or waiver of school fees except at the sole discretion of the school.

The school is otherwise not liable to parents/guardians/carers for any failure to perform an obligation under these Terms and Conditions of Enrolment, provided that the school has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to an act or circumstance which:

- is beyond the reasonable control of the school; and
- makes performance of that obligation impossible (e.g., act of God, pandemic, natural disaster, or act of terrorism).

General

This enrolment agreement constitutes the sole and entire agreement between the parents/guardians/carers and DOBCEL/the school in relation to the enrolment of the student at the school.

The parents/guardian/carers acknowledge that St Joseph's Primary School, Coleraine may from time to time vary the terms and conditions of this enrolment agreement. The related policies and Codes of Conduct are published on the school website. The school will notify parents when they have been updated.

Parents/guardians/carers acknowledge that a student's enrolment at the school and this agreement with DOBCEL may be terminated in the event of a material breach of this agreement or where the application of one of the school's policies and procedures necessitates or permits such termination.

Any warranty, representation, guarantee or other term or condition whatsoever that is not contained in this agreement is excluded and is of no force or effect.

The school's codes of conduct, directions, handbooks, policies, procedures, rules, and values do not form part of these Terms and Conditions of Enrolment.

If a provision in these Terms and Conditions of Enrolment is held to be illegal, invalid, void, voidable or unenforceable:

- that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions of Enrolment.

These Terms and Conditions of Enrolment are governed by the laws in force in the State of Victoria.

A child's parents agree that:

- the school will not be liable to any of the parents for any indirect or consequential loss, or any loss of profit, suffered by a parent arising out of a breach by the school of these Terms and Conditions of Enrolment
- a parent will not be entitled to set off against or deduct from the school fees (or any other fees, charges, and levies) charged by the school, any amount owed or claimed to be owed to that parent by the school, and
- a parent will not be entitled to withhold an amount of any outstanding school fees (or any other fees, charges, and levies) charged by the school, because part of that amount is disputed by the parent.

Nothing in these Terms and Conditions of Enrolment is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

Acceptance of Enrolment Terms and Conditions

By signing this Enrolment Agreement, I acknowledge that I enter into an agreement with Diocese of Ballarat Catholic Education Limited (DOBCEL), as the operator and governing authority for St Joseph's Primary School, Coleraine.

I understand and accept the terms and conditions of enrolment as set out in this Enrolment Agreement.

I agree that there are certain expectations, obligations and guarantees required of parents/guardians/carers of the school's students, so that a productive relationship may be established.

I accept the offer of enrolment of my child at the school in the entry year and entry level noted on the enrolment application form.

I will support and abide by all DOBCEL and school policies and procedures (including processes, guidelines, and other governance documentation), as amended from time to time, in relation to programs of studies, sports, pastoral care, school uniform, acceptable behaviour, child safety, discipline and general operations of the school.

I will ensure that the information I have provided is kept up to date throughout the period of enrolment and I will notify the school promptly of any changes to that information (e.g. change of residential address, changes to parenting orders).

I agree to pay all fees and levies as charged by the school and outlined in the school fee schedule and will complete a Fee Payment Plan.

I agree to indemnify the school for all costs incurred in the recovery of outstanding amounts.

I will notify the school principal immediately if I am experiencing financial difficulties.

I will support the student's participation in the religious life of the school (e.g. school Masses, liturgies, retreat programs).

I will attend parent/teacher interviews, school events and information evenings which relate to the student.

In the event I have any concerns, I will raise them in accordance with appropriate policy and procedures.

I will treat all members of the school community with respect as befits a Catholic school.

If in time of emergencies, accidents, or serious illness I cannot be contacted, I give permission for the principal (or their representative) to seek medical attention for the student as required (which may include transportation to the nearest hospital, medical centre or doctor by ambulance or private vehicle). I also understand that the signatories below are required to meet any costs incurred.

As a parent/guardian/carer, I will support the vision of St Joseph's Primary School, Coleraine. In accepting the enrolment, I agree to abide by all DOBCEL and school policies and procedures which are reviewed regularly and may be subject to change at the school's discretion. I will work with the school to support the academic/social/behavioural requirements of the student. I understand that the consequence of not complying with DOBCEL' and the school's policies and procedures may result in the termination of the enrolment.

I have read and understand the parent/guardian/carer Code of Conduct and the criteria for termination of enrolment as provided for in St Joseph's Primary School, Coleraine policies and/or procedures and agree to comply with expected parent/guardian/carer behaviour and conduct, including any parent/guardian/carer Code of Conduct as may be published from time to time on the school's website and notified to parents.

I have read and understand this Enrolment Agreement and agree to comply with the terms and conditions it stipulates.

I understand that if any misleading information has been provided, or any omission of significant information is made in the application for enrolment, acceptance will not be granted; or, if discovered after acceptance, enrolment may be withdrawn.

Parent/Guardian 1		**Parent /Guardian 2**	
Signature		Signature	
Name:		Name:	
Date:		Date:	

Disclaimer: Personal information will be held, used and disclosed in accordance with the School Privacy Collection Notice and Privacy Policy enclosed in the enrolment pack and available on the school website.