



Larmenier Catholic Primary School

17th September, 2018

UPDATE OF TERMS OF ENROLMENT

As you may be aware, in 2015 new Terms of Enrolment were introduced across all Catholic Education Commission Tasmania schools. As part of our ongoing commitment to providing the best possible educational experience, we have continued to monitor and revise the Terms of Enrolment. We will therefore be introducing a small number of updates to the Terms of Enrolment, which will apply to all current enrolments continued in 2018 as well as to new enrolments.

As always, the commitment to our families is that no child will be denied a Catholic education due to financial hardship. Therefore, while there will be some administrative changes at the school, we will continue to work with all of our students' families to ensure that the pastoral needs of our students are met. None of the updates will impact upon the responsibility for fee payment or any other administrative arrangements which you have entered into with the school.

A full copy of our new Terms of Enrolment is enclosed, which you should read carefully. To summarise, the key changes include:

- A new request for Medicare card information, which may be given to medical providers in the event that your child requires medical treatment in your absence;
- Clarification of the notice period to be given where a child will be withdrawn from the school. Importantly, it should be noted that parents are required to give **ten (10) school weeks'** notice of withdrawal of a student. This does not include school holiday weeks;
- Revised wording of the 'Students with Additional Needs' section due to government data collection requirements;
- Revised wording in relation to publication of photographs and/or videos which your child appears in to reflect the possible use of such material in the National Educational Access Licence for Schools. This is a licence between education departments of the various states and territories, allowing school to use licensed material for educational purposes only;
- Clarification regarding arrangements for payment, indemnities, suspension and termination of enrolment to reflect existing practices.

By continuing your child's enrolment, in 2019 from Monday 21 January 2019, you will be taken to have accepted these updates to the Terms of Enrolment.

If you have any concerns about the updates, please contact the school office on 6339 1910 or by email to larmenier@catholic.tas.edu.au before 15th October, 2018. We would be happy to discuss the incoming changes with you further.

Yours sincerely

Jacqui Lawless
PRINCIPAL

REVISED TERMS OF ENROLMENT

These Terms of Enrolment govern the application for Enrolment and the Terms of Enrolment of the Enrolment of the Student, and continues to apply if the Student is Enrolled until completion of the Student's Enrolment and payment of all monies due to the School.

1. Definitions

In these Terms of Enrolment:

Archdiocese of Hobart means the Roman Catholic Church Trust Corporation of the Archdiocese of Hobart (ABN 24 097 986 2470) trading as the Tasmanian Catholic Education Office (ABN 55 210 770 582).

Business Day means a day which is not Saturday, Sunday or public holiday in Hobart, Tasmania.

Consent to Publication of Information means the consents to publication on page 19 of this Enrolment Form or as otherwise varied in writing from time to time.

Enrolment means the enrolment of the Student in the School in accordance with the Terms of Enrolment.

Enrolment Form means the form recording the Student's application for enrolment in the School.

Fees means the School tuition fees, tuition levies, capital levies and other fees as advised to You in the Schedule of Fees and Charges and as varied from year to year.

Letter of Acceptance means the letter from the School to You in which the School accepts the Student's application for Enrolment in the School.

Major Excursion means 'high risk' activities such as water and/or outdoor educational activities, which require an in-depth risk assessment and parental approval.

Minor Excursion means a 'low risk' offsite trip with a duration of 1 school day or less and may include (but not limited to) visits to museums, art galleries, local parks, educational centres/buildings and other schools.

Personal Information Collection Notice means the personal information collection notice on page 17-19 of this Enrolment Form or as otherwise varied in writing from time to time.

Policies means the policies of the CECT available at the following link <http://catholic.tas.edu.au/key-documents/policies-1> as amended from time to time; and [link to specific school policies if applicable]

Schedule of Fees and Charges means the School's fee schedule as varied from year to year.

Student means the person whose details are set out on page 1 of the Enrolment Form.

School means the [insert name and address of the School] in Tasmania, operated by the Archdiocese of Hobart.

School Weeks means weeks that classes are conducted at the School and excludes school term holidays.

CECT means the Catholic Education Commission Tasmania, operated by the Archdiocese of Hobart. All Catholic schools in Tasmania as well as the TCEO come under the authority of the CECT.

TCEO means the Tasmanian Catholic Education Office operated by the Archdiocese of Hobart.

Terms of Enrolment means this document, and incorporates the Enrolment Form, the Letter of Acceptance, the Personal Information Collection Notice, the Consent to Publication of Information, the Schedule of Fees and Charges, the Policies and any annexures included in these documents.

We, Us, Our means the Archdiocese of Hobart, TCEO, CECT and/or the School.

You or Your means the parent(s) or guardian(s) who is/are legally responsible for the Student and who sign the Enrolment Form.

2. CHANGES TO TERMS OF ENROLMENT

- 2.1 You acknowledge that the School may change the Terms of Enrolment by giving You written notice of no less than ten school weeks.
- 2.2 Any variations or amendments to the Terms of Enrolment will apply from the date specified in the notice, being not less than ten school weeks after the notice is issued.
- 2.3 A notice may be handed to You personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices may also be given by delivery to the Student or by notice in the School newsletter. Notices sent by pre-paid post are deemed to be received on the second Business Day after posting if sent by express post; or if by regular post, the greatest number of Business Days which Australia Post's website estimates is applicable to mail sent on the day it is posted and between those locations. Notices sent by facsimile or email are deemed received on confirmation of successful transmission. Notice to one parent/guardian is deemed to be notice to all parents/guardians.

- 2.4 Upon receipt of the notification provided in accordance with clause 2.1, You have the option to cancel the Student's enrolment if You do not agree to the changes in the Terms of Enrolment.
- 2.5 Where You chose to cancel the Student's enrolment in accordance with clause 2.4, You must provide Us with written notice of your decision to cancel the Student's enrolment within four school weeks of the date of Our notice to You at of the changes to the Terms of Enrolment.
- 2.6 You acknowledge that if You choose to cancel the Student's enrolment in accordance with clauses 2.4 and 2.5:
 - a. the Student may continue to attend School until the changes would come into effect; and
 - b. You must continue to pay the Fees until the changes would come into effect.
- 2.7 Withdrawal for any reason other than a change of Terms of Enrolment by Us must comply with the general withdrawal provisions in these Terms of Enrolment in clause 9.

3. GENERAL TERMS OF ENROLMENT

- 3.1 Completion of the Enrolment Form does not guarantee an enrolment interview. Successful applicants will be determined in accordance with the School's enrolment criteria and the CECT Enrolment for Catholic Schools Policy.
- 3.2 Attendance at an enrolment interview does not guarantee enrolment being accepted. The School may accept an offer by sending a Letter of Acceptance to You or otherwise notifying You of the acceptance of the Student.
- 3.3 Enrolment of a Student at one Catholic school does not guarantee the enrolment of that Student in any other Catholic school.
- 3.4 Invoices for the full year Fees are issued early in Term 1 of each year. A single invoice will be issued covering all Students at the School for which the parent/guardian is responsible and including all Fees. Current Fees are set out in the Schedule of Fees and Charges.
- 3.5 The Schedule of Fees and Charges may be updated each year and includes information about payment options. This also states any applicable interest rate payable on overdue Fees. Interest is payable from the due date until payment is received in full. You will be asked at the end of each year how You would like to pay Fees.
- 3.6 The law of Tasmania from time to time governs these Terms of Enrolment. The parties agree to the non-exclusive jurisdiction of the courts of Tasmania, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 3.7 The School's failure to enforce any of its rights (under these Terms of Enrolment or otherwise) shall not be construed as a waiver of any of the School's rights.
- 3.8 If any part of these Terms of Enrolment is unenforceable it shall be read down to be enforceable or, if it cannot be read down, it shall be severed from these Terms of Enrolment without affecting the enforceability of the remaining Terms of Enrolment.

4. RESPONSIBILITY FOR PAYMENT OF FEES

- 4.1 School Office staff can assist with any queries You may have in regard to payment of Fees.
- 4.2 Each person who signs the Enrolment Form accepts legal responsibility for payment of Fees incurred for the entire period of the Enrolment of the Student.

4.3 Payment of Fees is subject to all the Terms of Enrolment contained in the Enrolment Form.

4.4 Where there is more than one person signing the Enrolment Form:

- a. the School may issue only one account in the name of all individuals listed on the Enrolment Form;
- b. each person is independently and jointly responsible for payment of the whole of the Fees, meaning the School can (at its discretion) seek to recover the whole of the Fees from any one parent/guardian or any combination of them;
- c. notice to any one parent/guardian is taken to be notice to all parents/guardians; and
- d. each individual consents to their information in relation to a Fees account (including payments made or overdue) being disclosed to each other individual on a Fees account.

5. ADMINISTRATION FEE

5.1 You may be required to pay an administration fee as shown in the Schedule of Fees and Charges.

6. PRO-RATED SCHOOL FEES

6.1 In cases where a Student commences at or leaves the School part-way through the year, Fees will be pro-rated in accordance with clauses 7-8.

7. Fees

7.1 Subject to minimum notice requirements for withdrawing a Student in accordance with clause 9, Fees will be pro-rated to the nearest school week, including any partial school weeks of attendance as full school weeks.

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

8. Levies

8.1 Fees for certain programs may be listed in an invoice for Fees as "levies", to cover costs for additional items the Student may require during the school year or extra curricular activities such as excursions. The full amount of levies is payable for all Students. In exceptional circumstances where a Student will not or did not participate in the activity and the School has not already incurred a cost a full or partial credit may be provided.

8.2 We may require You to pay Fees for some large activities (e.g. interstate trips) prior to that activity taking place.

9. Notice of withdrawal

9.1 Subject to clause 2.5 and termination under clause 14.2, written notice of at least **ten school weeks** is required prior to withdrawal of a Student from the School. Where notice is not provided, full tuition Fees may need to be paid to the School for the number of school weeks where notice was not provided. This includes withdrawal prior to the start of the school year.

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

9.2 The notice period in clause 9.1 may be reduced or waived in special circumstances. The School office needs to be contacted in the first instance if You would like to discuss this possibility. However, the final decision regarding the reduction or waiving of this fee will be at the Principal's discretion.

10. Special payment arrangements

10.1 If You are experiencing financial hardship or are having difficulty paying on time, the School office can be contacted to discuss Your circumstances. Variations in payment arrangements can be approved where required, and in exceptional circumstances limited fee remissions can be provided.

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

11. Failure to pay

11.1 Where payment is not made to the School on time, debt recovery action may be commenced against any one or all of the parent(s)/guardian(s) who signed the Enrolment Form.

11.2 If You fail to make payment of any Fees owing to Us within thirty days of the due date for payment, 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 14 (Termination);
- c. 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;
- d. use Our own internal collection procedures to collect overdue Fees or Optional Charges; and/or
- e. appoint a Collection Agency and/or solicitor to collect overdue Fees and Optional Charges.

11.3 The School or the Archdiocese of Hobart may charge You for, and You indemnify the School and the Archdiocese from, all reasonable costs and expenses (including without limitation all legal and/or collection costs and expenses on an indemnity basis) incurred by the School or the Archdiocese resulting from the default (failure to pay) or in taking action to enforce compliance with these Terms of Enrolment.

12. INDEMNITIES

12.1 You indemnify the School operated by the Archdiocese of Hobart, its agents, employees or contractors against any damages, costs, losses, liabilities, expenses and claims arising during or after the Student's enrolment suffered by the School or in any claim against the School caused by You or the Student, except to the extent caused or contributed to by the School, its agents, employees or contractors.

12.2 Nothing in the Enrolment Form is to be read as excluding, restricting or modifying any guarantees, warranties, representations or conditions implied or imposed by any which by law cannot be excluded, restricted or modified.

13. SUSPENSION AND EXPULSION

13.1 We may at Our discretion suspend or expel the Student where the Student does not comply with the obligations in the Enrolment Form, behaves in a way that affects the safety or wellbeing of other Students, or behaves in a way contrary with School Policies as advised to You and the Student by the School from time to time.

14. TERMINATION

14.1 Termination by the School

- a. The School may at its discretion, terminate the Student's enrolment by giving You written notice if:
 - i. You do not comply with an obligation set out in the Enrolment Form, including in relation to payment of fees in accordance with clause 11.2.b; or
 - ii. You or the Student do not comply with Policies on Our website.

- b. Termination of the Student's enrolment is deemed if the Student is expelled in accordance with clause 13.

14.2 Termination by You

- a. You may terminate the Student's enrolment for any reason by providing notice of withdrawal in accordance with Clause 9. If you terminate the Student's enrolment in accordance with clause 9 You must pay all Fees due and payable in accordance with clause 9.

15. NOTICES

- 15.1 A notice may be handed to You or Us personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices may also be given by delivery to the Student or by notice in the School newsletter. Notices sent by pre-paid post are deemed to be received on the second Business Day after posting if sent by express post; or if by regular post, the greatest number of Business Days which Australia Post's website estimates is applicable to mail sent on the day it is posted and between those locations. Notices sent by facsimile or email are deemed received on confirmation of successful transmission. Notice to one parent/guardian is deemed to be notice to all parents/guardians.

PERSONAL INFORMATION COLLECTION NOTICE

1. 'Personal information' is defined in the *Privacy Act 1988* (Cth) as information or an opinion, whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information. Personal information may include sensitive information about an individual. The Archdiocese of Hobart both independently and through its schools, the CECT and TCEO collects personal information, including sensitive information about Students and parents or guardians before, during and after the course of a Student's enrolment at the School. This may be in writing or in the course of conversations.
2. For the purpose of this personal information collection notice, if not explicitly stated, the term 'School' also includes the TCEO and the CECT. Personal information is managed in accordance with CECT's privacy policy, copies of which are available on request or from our website at the following link: <http://catholic.tas.edu.au/key-documents/policies-1/cect-privacy-policy>. The policy includes information on how to access and correct Yours or the Student's personal information, as well as information on how to complain about potential breaches of Yours or the Student's privacy.
3. The primary purpose of collecting personal information is to enable the Archdiocese of Hobart to provide schooling to Students and to enable them to take part in activities of their school.
4. Some of the information the School collects is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care.
5. Certain laws governing or relating to the operation of schools require that certain information is collected. These include but are not limited to the *Australian Curriculum, Assessment and Reporting Authority Act 2008* (Cth), the *Australian Education Act 2013* (Cth), the *Office of Tasmanian Assessment, Standards and Certification Act 2003* (Tas) and the *Public Health Act 1997* (Tas); and child protection laws.
6. Health information about Students is sensitive information within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth). The School may ask You to provide medical reports and health information about the Student from time to time.
7. If the School does not obtain the information requested the School may not be able to enrol or continue the enrolment of the Student.
8. The School from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes to other schools, government departments (such as the Department of Education and Training), government agencies (such as the Australian Curriculum, Assessment and Reporting Authority (ACARA), statutory bodies (such as the Teachers Registration

Board of Tasmania), medical practitioners, and people providing services to the School (such as auditors, lawyers, insurers, accountants, debt collectors, specialist visiting teachers, sports and other coaches, volunteers and counsellors).

9. When a Student moves between schools both operated by the Archdiocese of Hobart, the schools may exchange any and all personal information about the Student. When a Student moves from a school operated by the Archdiocese (**original school**) to a school not operated by the Archdiocese of Hobart (**new school**), the original school may provide personal information about the Student to the new school with the consent of the parent(s)/guardian(s) (or the Student).
10. Certain personal information relating to Students and parents/guardians may also be made available, in accordance with Australian Government requirements, to ACARA for the purpose of publishing some school information relating to the circumstances of parents and Students on the MySchool website.
11. Personal information collected from Students is regularly disclosed to their parents or guardians. On occasions, information such as academic and sporting achievements, Student's activities and similar news is published in School newsletters, magazines and on our website.
12. Personal information collected from one parent/guardian may be disclosed to others responsible for payment of Fees, including information about payments made or overdue.
13. The School may store personal information in the 'cloud' which may mean that it resides on servers which are situated overseas, outside Australia. However, the information will remain in the effective control of the Archdiocese of Hobart and its schools, who will take reasonable steps to ensure the overseas hosts comply with the Australian Privacy Principles.
14. If You provide the School with the personal information of others, such as doctors or emergency contacts, the School encourages You to inform them that You are disclosing that information to the School and why, that they can access that information if they wish and that the School does not usually disclose such information to third parties.
15. Medicare card numbers are collected for the purpose of providing those details to doctors and health professionals in circumstances where parents are not contactable (to expedite emergency treatment and to cover any bulk billing costs associated with the treatment).
16. Information about whether or not you have a healthcare card may be collected for eligibility for concessions.
17. The School from time to time engages in fundraising activities. Information received from You may be used to make an appeal to You. It may also be disclosed to organisations that assist in the School's fundraising activities solely for that purpose. The School will not disclose Your personal information to third parties for their own marketing purposes without Your consent.
18. The School may, with Your consent, include Your contact details in a class list and school directory given to other parents and guardians.
19. Personal information about the Student may be used by the Archdiocese of Hobart for religious purposes, including inviting the Student to participate in sacraments or Church activities.
20. Photographs of Student activities such as sporting events, school camps and school excursions may be taken for and published in School newsletters and magazines and on our intranet. The School will obtain separate permissions from the Students' parents or guardians if we wish to include photographs or other identifying material in promotional material for the School or otherwise make it available to the public such as on the Internet.
21. Parents and guardians may seek access to personal information collected about them and the Student by contacting the School. Students may also seek access to personal information about them. However, there will be occasions when access is denied. Such occasions would include (but are not necessarily limited to) where access would have an unreasonable impact on the privacy of others, where access

may result in a breach of the School's duty of care to a Student, or where Students have provided information to the School in confidence.

22. Parents or guardians will be given written reasons if personal information held is not released upon request.
23. If parents or guardians request access to personal information, the School will be entitled to charge reasonable fees for access to that information, to cover time spent by staff and photocopying costs.
24. Parents, guardians or Students have a right to request an amendment to personal information if they believe it is incorrect, misleading or out of date.

Credit Information

25. The School is a credit provider to the extent payment for Fees, including expenses, levies and charges, are deferred for at least seven days.
26. In the event of a default, the School may seek credit information from and disclose credit information to credit reporting bodies in accordance with the CECT Credit Information Privacy Policy, available in electronic form from www.catholic.tas.edu.au and in hard copy from the TCEO or School.

CONSENT TO PUBLICATION OF PERSONAL INFORMATION

The Student may appear in school photographs, photographs where the Student is in the background of the image or wide shots where it is not practicable to identify every Student before taking the photograph (e.g. at sports carnivals), whether or not You give consent here. Similarly, the Student's personal information may appear on their school identification card. The School will never identify a Student by name in photographs published online without express consent. If a parent/guardian has declined to give permission for a Student to be named or identified in photographs or videos, the Student will not be identified in a photo or video.

The school cannot control the actions of Students, parents or others in relation to the publication of photographs. However, it is contrary to the School's ethos for photographs or film taken of Students participating in school activities to be publicly displayed (including social media) without prior permission of that Student's parents or guardians or in the event a Student is 15 and over, permission from that Student. Guidelines regarding the publication of photographs can be found on the TCEO website.

Licensed under NEALS: Please note that if You provide permission in relation to any of the options below it is possible that the photograph/video may appear in material which will be available to schools and education departments around Australia under the National Educational Access Licence for schools (NEALS), which is a licence between education departments of the various states and territories, allowing schools to use licensed material wholly and freely for educational purposes only. This licence only applies to educational material that is publicly available. Further information regarding what material is available for use can be found on the TCEO website.

Please indicate whether or not You consent to the publication of certain personal information about the Student (including their photographs or samples of their work) in the following circumstances. These will only apply if the Student's enrolment is accepted.

1. Publication of the Student's name and samples of the Student's work, with their consent, as part of any printed school publication, such as the newsletter or yearbook and including online publication (including social media).

YES, You consent to this

NO, You do not consent to this

2. Photography, filming and interviewing the Student and providing their name, school and age for publication by newspapers, radio and television in stories about education and school activities.

YES, You consent to this

NO, You do not consent to this

3. Publication of images of the Student or samples of their work in printed or online materials (including social media) or advertising (including newspaper advertising and television commercials) produced by the School, the TCEO or the Archdiocese of Hobart. The School will never identify a student by name in images published online without express consent.

YES, You consent to this

NO, You do not consent to this

SIGNATURE

Please note: Acceptance of this application for enrolment is subject to the approval of the School. Acceptance to this School does provide a pathway to Tasmanian Catholic schooling but does not constitute acceptance into a specific Catholic school of choice (primary or secondary).

The School may accept an offer by sending a Letter of Acceptance to You or otherwise notifying You of the acceptance of the Student.

If You do not understand any section of this Enrolment Form please contact the School You are considering enrolling in for further information or seek Your own legal advice.

This Enrolment Form is a **binding contract** between each person named below, jointly and severally, and the School. If the School accepts the enrolment You will be required to comply with all the Terms of Enrolment contained in this Enrolment Form. Please ensure You have read it carefully.

1. You agree to support CECT, system and School Policies in relation to program of studies, sport, pastoral care, school uniform, discipline and the general operation of the School.
2. You have included copies of the following documents for the Student being enrolled with this application for enrolment:
(please tick appropriate boxes)
 - Birth Certificate *
 - Sacramental Certificates to date
 - Passport, visa, citizenship documentation (if applicable) *
 - Most recent previous school reports and external test results (including NAPLAN if applicable)
 - Current court orders (sealed copies if applicable)
 - Relevant medical and/or special needs information (if applicable)
 - Immunisation Certificate or Statutory Declaration
 - Reports of assessments the Student has received for speech, hearing, cognitive (IQ), occupational therapy (if applicable)
 - Medical Action Plans (Asthma/Anaphylaxis) (if applicable)
 - Medicare Number

*** PLEASE NOTE: ORIGINALS WILL NEED TO BE PRODUCED DURING THE ENROLMENT PROCESS**

3. If this enrolment application is successful You agree to honour the financial commitments required by the School in accordance with the Schedule of Fees and Charges and the Terms of Enrolment.
4. You understand that if this application is successful the information that You have provided must be kept up to date throughout the period of enrolment and You agree to notify the School of any change in the information requested by this Enrolment Form, e.g. change of address or new court orders.
5. The school is conducted in accordance with the teachings, doctrines, beliefs, tenets and principles of the Catholic Church. You and the Student acknowledge and accept that the School has an obligation

to teach the doctrines, beliefs, tenets and principles of the Catholic Church and will continue to support that obligation while the Student remains enrolled in Tasmanian Catholic schooling.

6. You give permission for the Student to attend minor excursions in accordance with School policy without my further consent. You understand that this consent can be withdrawn at any time by notifying the School in writing and that additional consent will be required for major excursions.

YES, You give permission NO, You do not give permission

7. In the event of an incident, emergency, accident, injury or serious illness, if You cannot be contacted or it is reasonable to do so without contacting You in advance, You give permission for the Principal (or their representative) to seek medical attention for the Student as required. This may include transportation to the nearest hospital, medical centre or doctor by ambulance or private vehicle. You accept that You will be liable for all associated costs.

8. You have read all the information in the Terms of Enrolment and understand the CECT system and School policies that we will need to abide by should this enrolment application be successful. You understand that this is an ongoing commitment and non- support of these policies may be cause for discontinuation of enrolment. You have read the Personal Information Collection Notice about the collection and management of the personal information contained in this Enrolment Form. You understand that if any misleading information has been provided, or any omission of significant, relevant information made in this application for enrolment, acceptance will not be granted, or if discovered after acceptance of enrolment may be withdrawn.