



ST PIUS X COLLEGE

CHATSWOOD

School Registration

Terms and Conditions of Enrolment

St Pius X College (College) is a Catholic school in the Edmund Rice tradition. Education in faith has a privileged place along with the pursuit of academic excellence.

In accepting an offer of enrolment, parents and students are to read this document, then sign and return to the College, together with all other documentation required to complete the enrolment process. The return of this document forms part of the enrolment contract between the parents and St Pius X College, Chatswood.

1 Purpose of these Terms and Conditions of Enrolment

1.1 These Terms and Conditions of Enrolment set out the contractual terms with Edmund Rice Education Australia NSW Colleges Ltd (ABN 60 661 601 118) (EREA) upon which a child is enrolled as a student at a school operated by EREA specified in that school's offer of enrolment letter (the College).

2 Acceptance of Offer of Enrolment

2.1 Each parent or legal guardian (referred to as **Parents** for convenience) who accepts the College's offer of enrolment for a child, also agrees to the terms in these Terms and Conditions of Enrolment for the duration of the child's enrolment (subject to clause 3).

2.2 A **Parent** who causes a child to attend the College for the purpose of receiving educational services is deemed by their conduct to have accepted these Terms and Conditions of Enrolment.

2.3 All **Parents** with parental responsibility for a child must agree to the terms in these Terms and Conditions of Enrolment, unless the College provides written confirmation that it accepts otherwise. The College may request evidence from a **Parent** in support of this arrangement prior to accepting an enrolment by only one **Parent**.

2.4 The acceptance of the offer must be accompanied by a non-refundable enrolment fee of \$2,000.00. If this fee is not received by the due date, the enrolment will lapse.

- 2.5 If the Student does not commence the enrolment, the enrolment fee will not be refunded unless the College, acting reasonably, agrees that there are special circumstances supporting a full or partial refund. A decision to enrol the student at another school will not, of itself, constitute special circumstances. The main entry points at the College are Year 5 and Year 7.

3 Ongoing Nature of these Terms and Conditions of Enrolment

- 3.1 These Terms and Conditions of Enrolment are ongoing, and will remain in place until such time as:
- a. a child's enrolment is withdrawn or otherwise ends in a manner provided for in these Terms and Conditions of Enrolment;
 - b. a child completes a Year 12 education at the College;
- 3.2 The College reserves the right to reasonably amend these Terms and Conditions of Enrolment annually, to address the operational needs of the College. The College will provide advance notice of any amendments by communicating the amendments to the family no later than the third week of Term 3, with the relevant amendments to take effect the next year (and which, for the avoidance of doubt, will not apply retrospectively). A family will accordingly have the option to give notice of withdrawal in accordance with clause 8 before the amendments take effect.
- 3.3 A **Parent** who agrees these Terms and Conditions of Enrolment in relation to an enrolled child at the College, also agrees to these Terms and Conditions of Enrolment in relation to each of the parent's children enrolled at any **EREA School** at that time.

4 Conditional Enrolment

- 4.1 All enrolments are at the discretion of the College and conditional upon the College being satisfied in its reasonable discretion that the Student's needs can be met by the College. The College may cancel the enrolment if it reasonably determines prior to the start of the enrolment that the child's needs cannot be met.
- 4.2 The College may require **Parents** to provide reports and assessments necessary to determine the particular needs of the child.
- 4.3 Competence in English is a pre-requisite of enrolment. If the College considers that the English language capabilities of the child are not sufficient it may require the child to undergo an intensive English language course. If the required language level is not reached, the College may decide that the enrolment should be cancelled.

5 Responsibilities of the College

- 5.1 The College will provide an education for the child during the period of enrolment, in accordance with its curriculum framework, as amended by the College from time to time at its absolute discretion.
- 5.2 The College will deliver the school curriculum through a range of methods, including the provision of on-campus education and online learning arrangements. The College may transition to on-line or alternative learning arrangements, either in whole or in part, where in its sole discretion, the College 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.
- 5.3 **Parents** acknowledge that the College does not guarantee or represent any specific outcomes or level of achievement in relation to the educational services provided to its students.
- 5.4 If the College reasonably considers that the progress of a Student is unsatisfactory and that it can no longer meet the Student's needs, it may terminate the enrolment of the Student by giving not less than one term's notice.

6 Support for the College

- 6.1 Each **Parent**:
- a. acknowledges that the College provides a Catholic education in the Edmund Rice tradition;
 - b. agrees to cooperate fully with the College to promote the child's education, including by involving themselves in the life of the College and being responsive to the College's concerns; and
 - c. agrees to ensure the child and the child's parents familiarise themselves and comply with **EREA** and the College's codes of conduct, handbooks, directions, policies, procedures, rules and values as published and amended by **EREA** and/or the College from time to time at its absolute discretion.
 - d. understands that students who apply and are offered a place at the College during the school year will be placed on a 6-month probationary period.
- 6.2 Each **Parent** will do all things reasonably necessary during the enrolment period to ensure the child:
- a. acts in accordance with and upholds the College's Catholic faith in the Edmund Rice tradition, as well as the College's ethos, reputation and values;
 - b. is well-presented, wears the college uniform at all times, and complies with the College's appearance standards;

- c. arrives at school on time, attends all classes and is prepared for study;
- d. completes assessments and exams, and performs homework, when asked to do so;
- e. attends college-related activities, camps, excursions, events and retreats (collectively, Extracurricular Activities);
- f. participates fully (with regard to the child's needs) in all aspects of the life and programs of the College, which includes participating in the Catholic beliefs in the Edmund Rice tradition of the College through religious education classes, prayer, liturgical and faith life of the College, (notwithstanding the religious background of the child and their family);
- g. cares for all school buildings, furniture, property and equipment;
- h. does not leave the college grounds during school hours, except as authorised by the College from time to time;
- i. 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, and related paraphernalia), and not do any of these things in relation to suspected illegal or illicit substances;
- j. does not pose a risk to their own health and safety, or the health and safety of others; and
- k. is familiar and complies with EREA and the College's codes of conduct, behavioural standards, handbooks, directions, policies, procedures, rules and values as published and amended by EREA and/or the College from time to time at its absolute discretion.

7 School Fees and Charges

- 7.1 The **EREA** and the College Advisory Council determines the fees and charges that will be payable from time to time which are set out in the Schedule of Fees. The Schedule of Fees is revised regularly and may be amended each year. Where possible, the College will give not less than one (1) term's notice of any changes to the Schedule of Fees.
- 7.2 The College publishes, in advance of each school year, the Schedule of Fees, setting out:
- a. all tuition fees and course levies, and other charges and levies, imposed by the College for that school year in relation to a student's enrolment at the College, or in relation to certain activities and programs;
 - b. due dates for payment (which may be in advance or arrears)
 - c. discounts that may be applicable to the Schedule of Fees
 - d. payment methods and payment arrangements; and
 - e. other relevant matters (including in relation to consequences for non-payment)
- 7.3 The terms of each Schedule of Fees are at the College's absolute discretion, and subject to change annually. However, the College will not vary those terms retrospectively.

- 7.4 Fees and charges are also levied for cocurricular activities, elective subjects, excursions, sport and camps.
- 7.5 The College may also incur expenditure for the Student's needs on behalf of the **Parents** as it reasonably considers necessary, which may be added to the **Parents'** school account.
- 7.5 All medical expenses reasonably incurred on behalf of a Student must be reimbursed by the **Parents**. All fees and charges must be paid on or before the due date set out in the fees notice.
- 7.6 If fees and charges are not paid within 30 days of the due date an overdue charge may be levied, calculated on the amount outstanding from the due date. This charge reflects the reasonable administrative and financial costs of collecting the outstanding fees and charges which may be incurred by the College as a result of late payment. The charges payable from time to time can be obtained from the College office.
- 7.7 While an invoice for fees and charges remain outstanding, the College may determine that the student will not be permitted to participate in any discretionary activity offered by the College (such as sport, excursions, camps and local, interstate or overseas trips).
- 7.8 If fees and charges are not paid within 60 days of the due date, the Student's enrolment may be terminated unless the College agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the Student's enrolment being terminated without further notice.
- 7.9 Fees will not be remitted in whole or in part if the Student is absent due to illness, leave or suspension.
- 7.10 If Students are undertaking activities that incur extra fees or charges, not less than six (6) weeks' notice must be given to discontinue these activities, or six (6) weeks' fees for these activities will be charged unless the College, in its reasonable discretion, agrees to waive some or all of these fees.
- 7.11 Contribution to the Building Fund, at least at the suggested level, is expected. Contributions to the Building Fund in excess of this suggested level are gratefully received.
- 7.12 Unless otherwise agreed in writing with the College, each **Parent** agrees:
- a. to be jointly and severally liable for the payment of all School Fees imposed by the College during the child's enrolment;

*Note - Each **Parent** must agree to be jointly and severally liable, unless the College accepts a Change of Financial Responsibility Form (a copy of which is available from the Business Manager). The College may request evidence from a parent 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.*

- b. to pay all School Fees imposed by the College by the due dates, and in accordance with the payment terms, set out in the relevant fee schedules which apply during the child's enrolment; and
 - c. 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.
- 7.13 The College's fee schedule is not an exhaustive list of fees, charges and levies that apply during the child'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. cocurricular activities), or for goods which the child or the child's parents purchase via the College (e.g. textbooks), and written details of these will be communicated to parents in advance. Each parent agrees to also be jointly and severally liable for the payment of any such fees, charges or levies as and when they fall due for payment.
- 7.14 **EREA** schools operate on a not-for-profit basis and are reliant on parents meeting their financial commitments if it is to deliver a quality education for students. In the event that any School Fees (or any other fees, charges and levies) imposed by the College are not paid by the due date, or in accordance with the payment terms, which apply during the child's enrolment then the College may in its absolute direction:
- a. refuse the student and any sibling's participation in Cocurricular Activities;
 - b. withhold student reports and other information or documents;
 - c. suspend and/or terminate the enrolment of the child and any sibling(s); and/or
 - d. commence debt recovery action.
- 7.15 School Fees continue to apply to all enrolled students without reduction or offset during any period in which the child is enrolled, including without limitation:
- a. any period in which the child is absent from the College;
 - b. any period of remote learning; and
 - c. any period where a reduced program is agreed.
- 7.16 Each **Parent** agrees to jointly and severally indemnify the College for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees (or any other fees, charges and levies) imposed by the College.
- 7.17 The College may in its sole and absolute discretion charge (and each parent agrees to jointly and severally pay) interest on any amount of School Fees (or any other fees,

charges and levies imposed by the College pursuant to these Terms and Conditions of Enrolment) that remain unpaid for 28 days after they fall due for payment.

8 Withdrawal or Termination of Enrolment

- 8.1 **Parents** acknowledge that due to the ongoing nature of a child's enrolment, the College commits considerable resources in advance of each school year based on known enrolments, class lists, and subject selections. Accordingly, the College requires reasonable notice of a student's withdrawal from the College, having regard to the administrative, financial, industrial and practical cost and inconvenience that the College needs to manage when a student is withdrawn (even in circumstances where the College operates a student waiting list). In this regard whilst it is generally difficult for the College to fill a vacant place of enrolment at short notice, this difficulty increases the closer a student is withdrawn to the commencement of a new school year.
- 8.2 To withdraw a child's enrolment (whether on a permanent or temporary basis), the child's **Parents** must give at least a full school term's written notice to the Principal and the Registrar. This means that the Principal and Registrar must receive notice in writing from both of the child's **Parents** (unless one **Parent** has legal decision-making capability for the child) by no later than:
- a. where the child has not commenced enrolment: on the first day of the school term immediately prior to the term where the enrolment was scheduled to commence;
 - b. where the child will leave the College on the last day of a school term: the first day of that term;
 - c. where the child will leave the College prior to the commencement of, or during a term: the first day of the previous school term.
- 8.3 A child's **Parents** may give 8 weeks' written notice to the Principal and the Registrar that a child's enrolment is being withdrawn (in lieu of a full school term's notice ordinarily required under clause 8.2) where:
- a. such notice is given in the period between the commencement of Term 4 in one school year and prior to the commencement of Term 1 in the subsequent school year;
 - b. the subsequent school year's fee schedule will result in tuition fees for the relevant year of the child's enrolment increasing by more than 10% when compared to the previous year's tuition fees.
- 8.4 If notice is not given in accordance with this clause 8, the withdrawn child's **Parents** each agree to jointly and severally pay to the College in lieu of such notice the full amount of School Fees (and any other fees, charges and levies) imposed by the College for the period up to the end of the first full school term following the period during which notice ought to have been given that the child would not be commencing enrolment, or would be ceasing enrolment, with the College.

*Note – This means that if a student’s enrolment is withdrawn without proper notice during the middle of a school term, the student’s **Parents** must pay both that term and the next term’s School Fees (and any other fees, charges and levies) imposed by the College.*

- 8.5 The College may terminate the child’s enrolment and the enrolment of any sibling (with or without notice) by expelling the child from the College, in circumstances where, in the reasonable opinion of the College, any of the following apply:
- a. a **Parent** otherwise breaches these Terms and Conditions of Enrolment;
 - b. the child (or one of the child’s **Parents**, or a sibling enrolled at the College) has acted inconsistently with the expectations set out in **EREA** and/or the College codes of conduct, directions, handbooks, policies, procedures, rules or values, or has breached a reasonable direction of the College;
 - c. the College is not satisfied it can meet the needs of the child including, for example, because the child is not benefitting from the curriculum, courses or programs provided by the College, or the child is not, in the College’s reasonable opinion, school-ready;
 - d. the College is not satisfied that there remains sufficient trust and confidence between **EREA** and/or the College and the child’s family for an effective enrolment relationship; or
 - e. as otherwise provided for in these Terms and Conditions of Enrolment.
- 8.6 All outstanding School Fees (and any other fees, charges and levies) imposed by the College, and any fees, charges and levies which have not yet fallen due, shall fall due and are payable immediately on the child’s last day of enrolment.
- 8.7 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) imposed by the College.
- 8.8 Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that **Parents** advise the College in writing, via the completion of the Withdrawal of Student form, of the name of the school the Student will be attending and the grade the Student will be entering at the new school.
- 8.9 If the College does not give at least one term’s notice of an increase in the fees payable by the **Parent**, the **Parents** may withdraw the Student from the end of the term in which the notice of the Fee increase was given, provided notice of withdrawal is given to the College within 30 days of the date on which the notice of the Fee increase was given.
- 8.10 If the required notice of withdrawal of a Student is not given and the College is not reasonably able to immediately fill the student’s place for the relevant term, the **Parents** must pay a College term’s fee plus GST.

9 Obligations of Students

9.1 Students are required to have high standards of behaviour and:

- a. abide by the College Rules and Codes of Conduct as they apply from time to time,
- b. behave courteously and considerately to each other and staff at all times,
- c. not do anything which may bring the College into disrepute, including in print and electronic media,
- d. support the goals and values of the College
- e. attend, and, if required, participate in assemblies, the College sports program, important school events such as the Annual Academic Awards Ceremony or other events determined by the Principal, liturgies, camps, retreats, formation days and excursions that are an integral part of the College curriculum,
- f. wear the College uniform as prescribed, including when travelling to and from school and follow conventional standards of appearance while at school, in accordance with the College's guidelines and the expectation of the College community,
- g. attend the College during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted,
- h. all students are responsible for their own work in class, the completion of classwork and homework, the preparation and timely submission of assessments and assignments and diligent approaches to study,
- i. politeness and respect for all is an essential feature of College life,
- j. while travelling to and from the College, and during College-endorsed activities, students are to be courteous, cooperative and conscious of the general public,
- k. all students are expected to maintain and promote a high standard of self-discipline and to conduct themselves in accordance with the standards contained in the College diary and student codes of discipline and behaviour management,
- l. students must not do or say anything which may adversely affect the reputation of the College, including in print, electronic or social media,
- m. smoking, vaping and the use of alcohol, illicit drugs, dangerous and prohibited substances and the possession of such items is strictly forbidden,
- n. students' bags and possessions (which includes student lockers) may be searched, or students may be asked to empty their pockets if staff have reasonable grounds to believe the student is in possession of illegal, dangerous, offensive or inappropriate items, substances or material. If there is a concern for the immediate safety or wellbeing of students or other persons, and/or there is reason to believe students may be in possession of an illegal or illicit substance or in possession of offensive or illegal material, the police may be called, and the student's parents will be notified.
- o. punctuality and regular attendance at the College at all lessons is mandatory. Attendance at times prescribed by the College, including weeknight and weekend occasions, is expected,
- p. participation in the cocurricular and extracurricular life of the College is compulsory. These activities extend beyond the ordinary hours of school and are

- a necessary part of the overall College program. Students are enrolled on the understanding that they join in sports, retreats, Mission-related service activities, camps, excursions and other cocurricular activities,
- q. students who have the ability and physical fitness and are chosen to represent the College in sport will do so willingly, enthusiastically, and conscientiously as a way of building College spirit. Commitment to College cocurricular and extracurricular activities has priority over part-time work, outside tuition sessions, sporting club commitments and all other commitments,
 - r. the full College uniform is to be worn at all prescribed times and dates and as designated. Full sport and other specialist uniforms are also to be worn as they apply to a particular activity. Haircuts and styles are to be in keeping with College regulations. No visible jewellery, except a wristwatch or modest religious necklace / bracelet is to be worn. Tattoos are forbidden.

10 Obligations of Parents

10.1 Parents:

- a. are expected to support the faith-life of the College inclusive of, but not limited to: liturgical celebrations, formation and Mission-related service activities and the work for justice across all year levels, along with religious education classes. We ask all families to participate in fundraising in relation to their capacity to do so and to engage with issues of justice and human rights, bringing awareness, action and advocacy to the fore,
- b. as part of the College community, parents are asked to live the **EREA** Touchstones each day – Gospel Spirituality, Liberating Education, Inclusive Community and Justice and Solidarity. **Parents** are encouraged to involve themselves in the Faith and Identity life of the College wherever possible,
- c. assist their sons in complying with the above requirements,
- d. must accept and abide by the requirements and directions of the Principal relating to the Student, or students generally, and not interfere in any way with the conduct, management and administration of the College,
- e. are required to support the goals, values and activities of the College, and
- f. should view the College's Sentral parent portal and view Canvas subject pages on a regular basis and read the weekly newsletter, *Woodchatta*.

10.2 **Parents** must promptly advise the College if the Student will be absent from the College due to ill health or other reason.

10.3 Parents also:

- a. must ensure the Student has each item of the officially required uniform, clean and in good repair; and all other requirements, such as textbooks and stationery;
- b. should communicate with students, other parent(s), visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the College from time-to-time and observe the [Parent Code of Conduct](#),

- c. should use their reasonable endeavours to attend parent/teacher/student interviews and parent forums and participate in courses offered by the College that are relevant to the Student's education, comply with College procedures, the requests of College staff, with any applicable code of conduct of the College or the sporting association of which the College is a member, and encourage others attending in relation to the student to do the same,
- d. agree to civil and courteous communication with members of the College staff at all times and undertake to abide by the [Parent Code of Conduct](#),
- e. must not disseminate inaccurate, misleading or defamatory information on social media in relation to the College, staff students or other members of the College community.

11 Change of Details

- 11.1 Each **Parent** must immediately inform the College of any change in the child's or a **Parent's** postal address, email address, telephone numbers, and/or family circumstances.
- 11.2 **Parents** must notify the College immediately of any parenting plans, parenting agreements, or orders made by a court of competent jurisdiction relevant to the child's enrolment at the College (or which the College may wish to have regard to in engaging in any conduct contemplated by this document, including contacting parents, disclosing the child's personal information, or using, publishing or broadcasting images or recordings of the child).
- 11.3 **Parents** agree that the College will not be obliged to change the child's name in its internal database and learning management system unless one of the following apply:
 - a. both **Parents** agree in writing (even where only one parent has signed the Terms and Conditions of Enrolment).
 - b. the College is provided an Order of the Court which permits the child's name change.
 - c. the College believes other special circumstances exist (for example, those relating to gender identity).

12 Communication, Instructions and Emergencies

- 12.1 **Parents** acknowledge that the College 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 College considers, in its reasonable opinion, to be the best interests of the child.

12.2 Despite clause 12.1:

- a. any notice given by the College to any one of the child's parents will be deemed to be given to all parents. Notice can be given by email, hand, prepaid post, in the College newsletter, on the College website, or via the child (e.g. a note in the student diary).
- b. similarly, should the College require instruction, authority or direction on any issue concerning the child then the College may act upon the instruction, authority or direction of any one of the child's **Parents** and having regard to what the College considers, in its reasonable opinion, to be the best interests of the child.
- c. the College is entitled to expect that a **Parent** will communicate with the other **Parent** about any communication under this clause.

12.3 In the event of any medical or other emergency arising in respect of the child then, should the College consider it impracticable to communicate with the child's parents, each **Parent** authorises the College to act as it considers, in its reasonable opinion, to be the best interests of the child. Each **Parent** agrees to jointly and severally indemnify the College in respect of any reasonable costs and expenses which the College incurs as a result of the College taking action pursuant to this clause (e.g. first aid, ambulance transport, hospitalisation and surgery).

13 Information about a Child's Relevant Needs

13.1 The College is an inclusive school and will comply with its statutory obligations regarding students with disabilities (including in relation to making reasonable adjustments).

13.2 Notwithstanding such compliance, parents acknowledge that the College is not necessarily able to cater to every prospective student's needs. The College also reserves the right to set and enforce reasonable standards of dress, appearance and behaviour.

13.3 Accordingly, each **Parent** must inform the College of all relevant needs the child has (or has had) which may be relevant to the education or welfare of the child (or which may impact upon the education or welfare of others) and provide to the College all reports, assessments and information in relation to those needs. A child's relevant needs may relate (amongst other things) to allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements, and needs of a medical, psychological, health or dietary nature.

13.4 If a **Parent** fails to inform the College of any relevant needs in relation to the child then the College, in its absolute discretion, may refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, immediately terminate the enrolment of the child under these Terms and Conditions of Enrolment).

- 13.5 Each **Parent** agrees that they will immediately inform the College should their child develop relevant needs, or should the relevant needs of the child change, either before or during the child's enrolment at the College.
- 13.6 Where a **Parent** promptly informs the College of their child's relevant needs, or where a child's needs develop or change, then the College will discuss those needs with the child's **Parents** as it considers appropriate and may require further information, including medical, behavioural, psychological or other reports. In accordance with its relevant procedures, the College 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.
- 13.7 If the College subsequently considers, in its reasonable opinion and subject to its legal obligations, that the College cannot meet the relevant needs of the child then:
- a. the College may, in its absolute discretion, refuse to proceed with the enrolment of the child (or, if the enrolment has already commenced, may terminate the enrolment of the child without giving notice); and/or
 - b. the child's **Parents** 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).

14 Programs and Activities

- 14.1 The College determines the educational and other programs and activities conducted at the College from time to time in its reasonable discretion.
- 14.2 The College may change its programs and activities and the content of these programs and activities without notice where reasonably or desirable to do so.
- 14.3 The Student will be required to participate in all compulsory activities including excursions, camps, retreats, reflection days and outdoor education unless the Principal agrees otherwise. Charges may be levied for these activities and will be payable unless the Student is unable to attend due to ill health or other good reason which makes it impossible for the Student to attend.

15 Discipline

- 15.1 **EREA** and the College codes of conduct, directions, handbooks, policies, procedures, rules and values apply to the conduct of a student both inside and outside the College, and whether or not the conduct is connected to school activities.
- 15.2 The College is responsible for determining when conduct of a student warrants discipline and may apply such discipline (including suspension and expulsion of a child's education or enrolment) as the College, in its absolute discretion, considers

appropriate having regard to the student's conduct and **EREA** and the College's codes of conduct, Catholic faith, directions, handbooks, policies, procedures, rules and values.

- 15.3 The College seeks to maintain an environment that is safe for all students and in which learning can take place. **Parents** 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 College (acting reasonably) considers there are reasonable grounds to do so.
- 15.4 The College also reserves the right to suspend a student's education and/or enrolment whilst investigating a potential breach of **EREA** and/or the College's codes of conduct, directions, handbooks, policies, procedures, rules or values.
- 15.5 **Parents** and students are expected to respect any decisions made by the College in relation to this clause 15.

16 Reports and Notices

- 16.1 The College will generally publish academic reports to the Sentral Portal and notices to Canvas, accessed via the email addresses provided by the **Parents**. Where **Parents** do not live together, academic reports can be accessed by both **Parents** in the Sentral Portal unless:
- a. there is an Order of the Court providing reports and notices to be published to one **Parent**,
 - b. there is an agreement between the **Parents** that the reports and notices will be published to one **Parent**, or
 - c. the College, in its reasonable discretion considers that it is in the best interests of the Student that reports and notices should only be published to one **Parent**.

17 Leave

- 17.1 If a student is absent from school due to illness, or will be late for medical or personal reasons, the College must be notified through the Sentral Portal. Students are only permitted to depart school early for scheduled medical appointments or for other acceptable reasons, with approved consent from a **Parent**. **Parents** must notify the College of any early leave requests through the Sentral Portal.
- 17.2 **Parents** requesting permission for extended holiday periods or absence due to extracurricular activities must seek permission from their son's Pastoral Leader (Years 7 – 12) or Head of Junior School (Years 5 and 6) in writing, at least two weeks in advance. Permission is not automatically granted. For leave greater than 2 days, an [Exemption of Leave form](#) must be completed by the **Parent** and forwarded to the Pastoral Leader or Head of Junior School for approval, including supporting

documentation. All assessment tasks being held during this period of leave must be included in the Exemption for Leave form.

18 Suspension and Termination of Enrolment

- 18.1 The College may suspend or terminate the enrolment of a student at any time for reasons which may include, but are not limited to:
- a. a serious breach of the College's rules or Code of Conduct;
 - b. where a **Parent** has breached these Enrolment Conditions or the Parent Code of Conduct; conduct prejudicial to the reputation of the College or the wellbeing of its students or staff, and
 - c. where the Principal or EREA NSW reasonably believes that a mutually beneficial relationship of cooperation and trust between the College and the **Parents** or a **Parent** has broken down to the extent that it adversely impacts that relationship.
- 18.2 The College will only exercise its powers under this clause to terminate the enrolment if it has provided the Student and their **Parent(s)** with details of the conduct which may result in a decision to terminate the enrolment and provided them with a reasonable opportunity to respond, and where there has been procedural fairness.
- 18.3 The College may terminate the enrolment of the Student without notice if, either before or after the commencement of enrolment, the College finds the relevant particulars of the special needs of the Student have not been provided to the College or the particulars provided are materially incorrect or misleading, and the failure to provide that information has had a material effect on the College or the student's welfare or both.

19 Court Orders

- 19.1 The **Parents** must provide accurate information to the College about any arrangement between Parents or Court Orders in relation to the Student at the time of applying for enrolment. The Parents must immediately notify the College of any new arrangements or changes to any previously communicated arrangements.
- 19.2 The **Parents** must immediately notify the College of any new Court Orders or changes to any previously communicated Court Orders.
- 19.3 The **Parents'** obligations to the College are joint and several.

20 Loss of Property and Insurance

- 20.1 Students must care for the property of others including the College's buildings, furniture and equipment. Each parent agrees to be financially responsible (and jointly and severally indemnify the College) for any property damage caused by their child at the College or while participating in school-related activities.
- 20.2 It is impossible for the College 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 College or to school-related activities is at the sole risk of the child and their **Parents**. The College accepts no liability for loss or damage to personal property of the child, however that may occur, and the College has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.
- 20.3 The College does not generally insure the personal property of Students and their **Parents**, and may have limited personal accident insurance involved in official College activities. It is the responsibility of each child's parents to arrange such personal accident or property insurance as they consider appropriate.

21 GST

- 21.1 Where possible the School Fees (and any other fees, charges and levies) imposed by the College will be quoted on a GST inclusive basis where applicable. If GST subsequently becomes payable in respect of any part of any fees, charges and levies imposed by the College then the College reserves the right to increase those fees, charges and levies at any time.

22 Personal Information

- 22.1 The College handles personal information in accordance with the College [privacy policy](#), as published and amended by the College from time to time. Each **Parent** agrees that they have read and understood the privacy policy. The College's Privacy Policy are available on the College's website.
- 22.2 Each **Parent** acknowledges that:
- a. the College often photographs, videos, films, records and livestreams students (collectively referred to as 'images') as part of everyday school-related activities and events. This is done in relation to a variety of educational and cocurricular programs such as school photos, classroom activities, sport, camps, performances and more. Images are recorded for a variety of reasons and may be used across a range of print and digital mediums;
 - b. unless the College is advised otherwise in writing, each **Parent** authorises the College to photograph or record their 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 EREA and/or College website or social media pages, and any websites on which a school event is broadcast or live streamed); and

- c. consent can be withdrawn in accordance with the College consent process as set out in the College's internal processes.

*Please note that even when authorisation is withheld 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 college-related activity or event).*

Withdrawal of consent may also impact the student's participation in certain activities or events.

- 22.3 The College and **EREA** may also collect personal information, including sensitive information about prospective students and their parents as part of the enrolment process, and **Parents** understand:

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

23 Circumstances Outside the College's Control

- 23.1 Where a College campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire, natural disaster, epidemic, pandemic or other outbreak of illness, the College may require the child to attend an alternative campus or facility, or participate in online learning. The inability of the College to provide the child with access to any particular campus, facility or service shall not entitle the parents to any rebate or waiver of School Fees except at the sole discretion of the College.

- 23.2 The College is otherwise not liable to Parents for any failure to perform an obligation under these Terms and Conditions of Enrolment, provided that the College 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:

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

24 General

- 24.1 Please note that while compliance by the child and their **Parents** with these Terms and Conditions of Enrolment is required, **EREA** and the College's codes of conduct, directions, handbooks, policies, procedures, rules and values do not form part of these Terms and Conditions of Enrolment.
- 24.2 If a provision in these Terms and Conditions of Enrolment is held to be illegal, invalid, void, voidable or unenforceable:
- a. that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - b. 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.
- 24.3 These Terms and Conditions of Enrolment will be governed by the laws in force in the State of New South Wales.
- 24.4 A child's **Parents** agree that:
- a. the College will not be liable to any of the **Parents** for any personal illness or injury, or indirect or consequential loss (including, but limited to, hurt, humiliation, distress and disappointment, or damage to reputation), or any loss of profit, suffered by a **Parent** arising out of a breach by the College of these Terms and Conditions of Enrolment;
 - b. a **Parent** will not be entitled to set off against or deduct from the School Fees (or any other fees, charges and levies) imposed by the College, any amount owed or claimed to be owed to that parent by the College; and
 - c. a **Parent** will not be entitled to withhold an amount of any outstanding School Fees (or any other fees, charges and levies) imposed by the College, because part of that amount is disputed by the **Parent**.
- 24.5 To the extent permitted by law, **Parents** hereby release and forever discharge the College (and its principals, agents, employees, trainers, contractors and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest and expenses of whatsoever kind which may arise out of or incidental to a child's personal illness or injury sustained during the course of the child's education or enrolment, except to the extent that any significant personal illness or injury is caused by the negligent or reckless conduct of the one of those released and discharged. For the avoidance of doubt, the exception in this clause does not create a legal right in favour of the **Parents**.

- 24.6 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.

25 Amendment of Terms and Conditions

The College may alter the terms and conditions of enrolment at any time by giving not less than two (2) terms' notice to the Parents in writing which will apply to both current and future students and Parents/guardians from the date specified in the notice.

26 Definitions

In the terms and conditions:

Parent(s) means the parent/carer/guardian(s) who entered into the contract of enrolment with the College

College means St Pius X College, Chatswood

School means a school operated by EREA specified in that school's offer of enrolment letter.

Student means the student who is named in the contract of enrolment

EREA means Edmund Rice Education Australia NSW Colleges Ltd

27 Related Documents and Resources

27.1 EREA NSW Related Policies, Procedures and Legislation including:

- EREA NSW Record Retention Policy (TBC)
- EREA NSW Privacy Policy
- EREA NSW Enrolment Policy

27.2 EREA NSW Related Forms including:

- Offer of Enrolment and Acceptance Form
- [Parent Code of Conduct](#)

28 Document Version Control

- Subject Matter Expert: College Principal
- Approved by: College Leadership Team

- Approval Date: 27 February 2026
- Effective Date: 27 February 2026
- Review date: April 2028