

1. Acceptance of Offer of Enrolment

- 1.1 An offer of enrolment must be accepted by **both** Parent/carer(s) where appropriate unless the School agrees to waive this requirement. Upon acceptance all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- 1.2 The acceptance of the offer must be accompanied by a non-refundable term's fee.
- 1.3 If Parent/carer(s) wish to defer the entry of a student to a different calendar year to the initial request, the School will advise whether it is able to agree to this. If it is unable to agree, the Student will be placed on a waiting list for the requested year but enrolment cannot be guaranteed.
- 1.4 Enrolment is dependent on the School receiving the first term's fees in the year of entry by the date noted in the letter of offer. If the fees are not received by the due date the enrolment will lapse.

2. Campus Placement

St Lucy's School has a number of campuses and enrolment is not confined to a particular campus. During a student's enrolment at St Lucy's School, the school may determine, in consultation with the parents, that there is a more appropriate campus for a student to attend than the campus they are currently attending.

3. Conditional Enrolment

- 3.1 All enrolments are conditional upon the School being satisfied in its discretion that the Student's needs can be met by the School. The School may cancel the enrolment if it determines prior to the start of the enrolment that the Student's needs cannot be met.
- 3.2 The School requires Parent/carer(s) to provide reports and assessments necessary to determine the particular needs of the Student.

4. Fees and Charges

- 4.1 The School Board determines the fees and charges that will be payable as set out in a Schedule of Fees. The fees are revised regularly and may be amended each year.
- 4.2 Fees are payable by direct debit to a credit card or bank account in nine monthly instalments from February to October (inclusive). Payment is due on the 16th of that month, or the next business day where the 16th falls on a weekend or public holiday.
- 4.3 Fees and Charges are also levied for co-curricular activities.
- 4.4 All Fees and Charges must be paid on or before the due date set out in the fees notice.
- 4.5 If fees 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 loss which may be incurred by the School as a result of the late payment. The charges payable from time to time can be obtained from the School Business Office.
- 4.6 If Fees and Charges are not paid within 60 days of the due date the enrolment of the Student's enrolment may be suspended unless the School agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the enrolment of the Student being cancelled without further notice.
- 4.7 Fees will not be refunded in whole or part if the Student is absent due to illness or leave.
- 4.8 If students are undertaking activities which 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.

5. Withdrawal of Students

- 5.1 Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that parent/carer(s) advise the School in writing of the name of the school the Student will be attending and the grade the Student will be entering at the new school.
- 5.2 If parent/carer(s) wish to withdraw a Student from the School, notice given must be not less than 8 school weeks.
- 5.3 If the required notice of withdrawal of a Student is not given the parent/carer(s) must pay 8 weeks School fees plus GST.

6. Obligations of Parent/Carer(s)

The parent/carer(s):

- 6.1 must accept and abide by the requirements and directions of the School and the Principal relating to the Student or students generally and not interfere in any way with conduct, management and administration of the School.
- 6.2 Are required to support the goals, values and activities of the School, and
- 6.3 Read the fortnightly newsletter.

The parent/carer(s) must promptly advise the School:

- 6.4 in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Application Form. Offers of enrolment may be cancelled if the School loses contact with the parent or mail is returned
- 6.5 if the Student is absent from the School due to ill health or other reason
- 6.6 in writing of any orders or arrangements that affect the Student concerning custody or access, any change to them or any other orders or arrangements which were relevant to the Student's education and welfare and provide copies of any orders to the School.

The parent/carer(s) also:

- 6.7 must ensure the Student has each item of officially required uniform, clean and in good repair
- 6.8 should communicate with students, parent/carer(s), visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the School from time-to-time and observe the Parent Code of Conduct
- 6.9 should use their reasonable endeavours to attend IEP meetings
- 6.10 must not use social media to denigrate the School, staff, students or other members of the School community.

7. Health and Safety

- 7.1 Parent/carer(s) must advise the School immediately if they become aware of any special needs that the Student may have including, but not limited to, any medical, physical, psychological needs, or any changes to these needs
- 7.2 Parent/carer(s) must complete and return to the School the required health/medication form for the Student prior to the Student commencing at the School and provide updates if circumstances change or as required by the School from time to time
- 7.3 If the Student is ill or injured, requiring urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and parent/carer(s) are not readily available to authorise such treatment, the Principal or, in the Principal's absence, a senior staff member of the School, may give the necessary authority for such treatment. The parent/carer(s) indemnify the School, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.
- 7.4 Parent/carer(s) must observe School security procedures for the protection of students.

8. The Principal or the Principal's nominee may search the Student's bag, locker or other possessions where there are reasonable grounds to do so, in order to maintain a safe environment for all students.

9. Programs and Activities

- 9.1 The School determines the educational and other programs and activities conducted at the School from time to time in its absolute discretion.
- 9.2 The School may change its programs and activities and the content of these programs and activities without notice.
- 9.3 The Student will be required to participate in all compulsory activities including excursions, camps 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 reason where it is impossible for the Student to attend.

10. Reports

The School will send academic reports to the address or addresses notified by the Parent/carer(s). Where Parent/carer(s) do not live together, reports will be sent to both Parent/carer(s) unless there is an Order of the Court or an agreement that the reports will only be sent to one Parent.

11. Leave

If the Parent/carer(s) wish to seek leave for the Student not to attend any School during a term, they must apply to the Principal via the School Registrar. Leave will usually only be granted in most extreme circumstances.

12. Suspension & Termination of Enrolment

- 12.1 The School may suspend or terminate the enrolment of a student, either temporarily or permanently at any time for reasons which may include, but are not limited to, where the Principal or School Board believes that a mutually beneficial relationship of co-operation and trust between the School and the Parent/Carer(s) has broken down to the extent that it adversely impacts on that relationship.
- 12.2 The School may terminate the enrolment of the Student without notice if, either before or after the commencement of enrolment, the School finds the relevant particulars of the special needs of the Student have not been provided to the School or the particulars provided are materially incorrect or misleading.

13. Privacy

The Parent/carer(s) acknowledge that they have read the School's privacy policy (attached).

14. Amendment of Terms and Conditions

The School may alter the terms and conditions of enrolment at any time by giving not less than two (2) terms notice to the Parent/carer(s) in writing which shall apply to both current and future students and parent/carer(s) from the date specified in the notice.

15. Definitions

In the terms and conditions:

Parent means that parent/carer(s) who entered into the contract of enrolment with the School School means St Lucy's School

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

School Weeks includes tuition weeks only and excludes any term breaks as per the St Lucy's School Calendar.