



ST LUCY'S ENROLMENT – CONDITIONS

1. Acceptance of Offer of Enrolment

- 1.1 An offer of enrolment must be accepted by **all** Parent/carer(s) where appropriate unless the School agrees to waive this requirement. Upon acceptance of an offer, 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 enrolment acceptance fee equivalent to one term.
- 1.3 If the student does not commence the enrolment, the enrolment fee will not be refunded unless the School, 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.
- 1.4 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.
- 1.5 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

- 2.1 St Lucy's School has a number of satellite classes in addition to the main campus and enrolment is not confined to a particular campus or satellite class. During a student's enrolment at St Lucy's School, the school may determine, in consultation with the parents, and based on the information gathered during the student's enrolment, that there is a more appropriate campus for a student to attend than the campus they are currently attending.
- 2.2 If the Parent/carer(s) are not in agreement with the proposed change of setting into a satellite class, then the student may continue with St Lucy's at the main Wahroonga campus.
- 2.3 If after placement in a satellite class it is determined that the student does not meet the suitability criteria for a satellite setting, then their enrolment will continue at the Wahroonga campus.
- 2.4 If Parent/carer(s) do not agree with the School's final determination of campus placement, then the normal conditions of withdrawal of a Student under clause 5 would apply.

3. Conditional Enrolment

- 3.1 All enrolments are at the discretion of the School and conditional upon the School being satisfied in its reasonable discretion that the Student's needs can be met by the School. The School may cancel the enrolment if it reasonably 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 obtain and provide reports and assessments necessary to determine the particular needs of the Student including but not limited to, psychometric assessment reports, adaptive functioning assessment report, school reports, details of the disability and formal diagnoses, Medical Health Care Plans and Behaviour Support Plans (if applicable) from previous schools attended.

4. Fees and Charges

- 4.1 The School Board determines the fees and charges that will be payable from time to time as set out in a Schedule of Fees. The Schedule of fees is revised regularly and may be amended each year. The School generally publishes the Schedule of fees for a School year in December of the prior year and, where possible, the School will give not less than one (1) term's notice of any other changes to the Schedule of Fees.
- 4.2 Fees and Charges are also levied for co-curricular activities, elective subjects, excursions, sport and camps.
- 4.3 The School may also incur expenditure for the Student's needs as agreed with and on behalf of the Parent/carer(s), which may be added to the Parent/carer(s) school account.
- 4.4 All medical expenses reasonably incurred on behalf of a Student must be reimbursed by the Parent/carer(s).
- 4.5 All Fees and Charges must be paid on or before the due date set out in the fees notice.
- 4.6 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 reasonable administrative and financial costs of collecting the outstanding fees and charges 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.
- 4.7 While an invoice for fees and charges remains outstanding, the School may determine that the student will not be permitted to participate in any discretionary activity offered by the School (such as sport, excursions, camps and after school activities).
- 4.8 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 terminated without further notice.
- 4.9 Fees will not be remitted in whole or part if the Student is absent due to illness, leave or suspension.
- 4.10 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 unless the School in its reasonable discretion agrees to waive some or all of these fees.

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 Subject to 5.3, if Parent/carer(s) wish to withdraw a Student from the School, notice given must be not less than one full term's notice to expire at the end of a term and be given by all Parent/carer(s) who signed the original acceptance of offer of enrolment.
- 5.3 If the School does not give at least one term's notice of an increase in the fees payable by the Parent/carer(s), the Parents may withdraw the Student from the end of the term in which the notice of the Fee increase was given provided the notice of withdrawal is given to the School within 30 days of the date on which the notice of the Fee increase was given.
- 5.4 If the required notice of withdrawal of a Student is not given and the School is not reasonably able to immediately fill the student's place for the relevant term the Parent/carer(s) must pay a School term's fee plus GST.

6. Obligations of Students

- 6.1 Students are required to wear the School uniform as prescribed including when travelling to and from school where reasonably possible.
- 6.2 Students are required to attend the School during school hours, except in the case of ill health or where leave has been given or an exemption from attendance has been granted.

7. Obligations of Parent/Carer(s)

The Parent/carer(s):

- 7.1 must accept and abide by the requirements and directions of the School Board and the Principal relating to the Student or students generally and not interfere in any way with conduct, management and administration of the School.
- 7.2 are required to support the goals, values and activities of the School, and
- 7.3 should view the School's parent portal on a regular basis and/or read the fortnightly Newsletter.

The Parent/carer(s) must promptly advise the School by updating the online Parent Portal or contacting the school directly:

- 7.4 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.
- 7.5 if the Student is absent from the School due to ill health or other reason.
- 7.6 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:

- 7.7 must ensure the Student has each item of officially required uniform, clean and in good repair, and all other requirements as advised from time-to-time.
- 7.8 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.
- 7.9 should use their reasonable endeavours to attend IEP (Individual Education Planning) meetings and participate in courses offered by the School which are relevant to the Student's education.
- 7.10 must not disseminate inaccurate, misleading or defamatory information (including on social media) in relation to the School, staff, students or other members of the School community.

8. Health and Safety

- 8.1 Parent/carer(s) must advise the School as soon as reasonably practicable if they become aware of any new or changes to existing special needs that the Student may have including, but not limited to, any medical, physical, psychological needs.
- 8.2 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.
- 8.3 If the Student is ill or injured, requiring urgent hospital and/or medical treatment (including but not limited to injections, blood transfusions, surgery) and where a Parent/carer(s) is 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 except to the extent that such costs or expenses arise as a result of the reckless or negligent conduct of the School, its agents or employees.
- 8.4 Parent/carer(s) must observe School security procedures for the protection of students.
- 8.5 The School does not accept any responsibility for the loss or damage to Student's personal belongings.

8.6 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 reasonable discretion.

9.2 The School may change its programs and activities and the content of these programs and activities without notice where reasonably necessary or desirable to do so.

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 which makes it impossible for the Student to attend.

10. Reports

The School will generally upload academic reports and notices to the School parent portal Parent Lounge. Where Parent/carer(s) do not live together, reports and notices will be sent to all Parent/carer(s) registered on Parent Lounge, unless:

- there is an Order of the Court providing reports and notices to be sent to one Parent/carer.
- there is an agreement between the Parent/carer(s) that the reports and notices will be sent to one Parent/carer, or
- the School in its reasonable discretion considers that it is in the best interests of the Student that reports and notices should be only sent to one Parent/carer.

11. Leave

If the Parent/carer(s) wish to seek leave for the Student not to attend any School academic or co-curricular program or activity during a term, they must apply to the Principal. 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:

- a serious breach of the School's rules or Code of Conduct
- where a Parent/carer has breached these Enrolment Conditions (or the Parent Code of Conduct).
- conduct prejudicial to the reputation of the School or the well-being of its students or staff, and;
- where the Principal or School Board reasonably believes that a mutually beneficial relationship of co-operation and trust between the School and the Parent/Carer(s) or a Parent/carer has broken down to the extent that it adversely impacts on that relationship.

12.2 The School will only exercise its powers under this clause to terminate the enrolment if it has provided the Student and their Parent/carer(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.

12.3 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, and the failure to provide that information has had a material effect on the School or the student's welfare or both.

13. Court Orders

13.1 The Parent/carer(s) must provide accurate information to the School about any arrangement between Parent/carer(s) or Court Orders in relation to the Student at the time for applying for enrolment. The Parent/carer(s) must immediately notify the School of any new arrangements or changes to any previously communicated arrangements.

13.2 The Parent/carer(s) must immediately notify the School of any new Court Orders or changes to any previously communicated Court Orders.

14. Privacy

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

15. 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.

16. Definitions

In the terms and conditions:

Parent/carer 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.