

ST MARY'S COLLEGE

EST. 1869

ENROLMENT TERMS & CONDITIONS

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1. Enrolment

1.1 Upon acceptance of the Offer of Enrolment at St Mary's College (**College**) and payment of the enrolment fee, the student is enrolled in the year level specified in the Enrolment Letter of Offer, and the enrolment shall continue until completion of year 12 unless the enrolment is terminated earlier in accordance with these terms. In accepting the Offer of Enrolment, the Enrolling Parents/Guardians (Offerees) agree to be bound by the Terms and Conditions of Enrolment listed herein.

1.2 A parent/guardian cannot be removed from the enrolment contract without the College's and other parent's/guardian's consent.

2. Enrolment Fee

2.1 The non-refundable enrolment fee is payable by the due date indicated on the Enrolment Letter of Offer.

2.2 The level of this fee and the terms and conditions for its payment are subject to alteration by the College from time to time.

3. Fees And Charges

3.1 School fees for the year are due and payable by the due date, as stipulated on the invoice of that relevant year, and in accordance with the Fee Procedure (which is subject to alteration by the College from time to time).

3.2 The scale of fees and charges are set out in the Fee Schedule for the relevant year (available at https://www.stmarys.sa.edu.au/college-fees.html), and such fees and charges are subject to alteration by the College from time to time.

3.3 The College will provide updated information concerning fees in respect of tuition fees and other costs at least once a year. The College will provide the updated Fee Schedule by at least one following methods: by sending it to the address you have provided to the College, sending it home with the student, mailing it to your home, communicating it to you by email, or by positing the information on the College's website.

3.4 The Offerees are jointly and severally liable for the payment of school fees and all other costs associated with the education of the student.

3.5 The Offerees agree to pay all collections costs and legal costs incurred by the College in pursuing recovery of overdue amounts from the Offerees.

4. Withdrawal/Termination

4.1 The Offerees acknowledge that the College will make resourcing and planning decisions and allocate personnel and other resources on the assumption of the Offerees' child/children's enrolment with the College, including in preparation for the following school year, such that the College will suffer loss in the event that the Offerees' child/children's enrolment is terminated without sufficient written notice being provided to the College.

4.2 At least one term's notice is required of your intention to withdraw a student from the College at the end of any given term. Such a request must be presented in writing to the principal and such notice must be signed by all Offerees.

4.3 The Offerees will remain liable to pay a full term's fees for the following term if one term's notice is not provided. This includes students enrolled in Year 7 to Year 11 leaving at the end of the year e.g. where applicable, Offerees must advise the College of the intention to withdraw the student before the last day of Term 3 prior to the year of withdrawal.

5. Sickness Or Injury

The Offerees hereby authorise the College in the event of the student suffering from sickness or injury to take such action as it deems fit to obtain medical or hospital treatment. The Offerees shall indemnify the College or its servants or agents against all costs, claims, actions and demands made against the College or its servants or agents, of and incidental to obtaining such treatment.

6. College Expectations

6.1 The Offerees agree to be bound by such rules, regulations, codes of conduct, and/or policies of the College as may be in force from time to time, including the Fee Policy, the Fee Procedure and the Parent Code of Conduct.

6.2 The College:

(a) agrees to provide you with information concerning the rules, regulations, codes of conduct, and policies of the College (and any changes concerning those rules, regulations, codes of conduct and policies, which may occur from time to time);

(b) will provide to you the updated versions of such rules, regulations, codes of conduct, and policies by one or more of the following methods: by sending it to the address you have provided to the College, sending it home with the student, mailing it to your home, communicating it to you by email, or by positing the information on the College's website.

6.3 The Offerees acknowledge that they have read the abovementioned documents and that it is the responsibility of the Offerees and of the student to make themselves thoroughly conversant with the rules, regulations, codes of conduct, and/or policies and that the student and the Offerees must obey the rules, regulations, codes of conduct and policies.

6.4 The Offerees agree to cooperate with the College in all matters of discipline and behaviour management.

6.5 The Offerees accept the standards the College sets regarding appropriate wearing of the uniform and personal presentation.

6.6 The Offerees agree that student participation in all co-curricular activities including camps and retreats is compulsory.

7. Termination of Enrolment

7.1 The College reserves the right in its absolute discretion to terminate enrolment for breach of these Terms and Conditions.

7.2 In the event of termination by the College:

(a) any fees or other charges paid to the College for the term during which the enrolment is terminated shall not be refunded; and

(b) the Offerees will remain liable to pay the fees for the following term.

8. Supervision

8.1 The College provides for the supervision of the student in the following circumstances only:

- During school hours on Monday to Friday inclusive, as determined from time to time.
- During camps, retreats, incursions, excursions and other events and activities organised by the College.

8.2 The College does not provide supervision of the student in any and all other activities not referred to in clause 8.1 above regardless of whether or not those activities take place in the College grounds.

9. Court Orders

The Offerees must ensure that the principal is provided with copies of all Court Orders relating to the guardianship, custody, residence, parental responsibility, payment of fees, care, control or welfare of the student. Copies of Court Orders and any variations to them must be provided as soon as possible after they are made.

10. Personal Effects

The Offerees agree that the College does not accept liability for damage or loss of any personal effects of the students and that insurance for students' personal effects is the Offerees' responsibility.

11. Notices

The College may give any notice to the Offeree by posting or emailing the notice addressed to the Offeree at his or her latest address or email address, respectively, notified to the College by the Offeree. A notice so posted or emailed shall be deemed to be received on the date following the posting or emailing of the notice. A notice so given shall be effective notwithstanding that the Offeree is dead, bankrupt or incapable. If there is more than one Offeree, it shall be sufficient to give the notice to one of them.

12. Full and True Disclosure

The Offerees acknowledge that the College has offered a place to the student on the faith of a representation by the Offerees that the Offerees have made full and true disclosure to the College of all matters of which the College should be aware. These matters include but are not limited to, special needs and medical conditions. It is a condition of these Terms and Conditions of Enrolment that the Offerees should make such disclosure. The Offerees warrant that the Offerees have made such disclosure.