



Enrolment Agreement

PREAMBLE

Catholic education is intrinsic to the mission of the Church. It is one means by which the Church fulfils its role in assisting people to discover and embrace the fullness of life in Christ. Catholic schools offer a broad, comprehensive curriculum imbued with an authentic Catholic understanding of Christ and his teaching, as well as a lived appreciation of membership of the Catholic Church.

Parents, as the first educators of students, enter a partnership with the Catholic School to promote and support their child's education. Parents must assume a responsibility for maintaining this partnership by supporting the School in furthering the spiritual and academic life of their children. Agreement to Mercy Education's Parent Code of Conduct is central to this partnership.

ENROLMENT TERMS AND CONDITIONS - "Definitions"

"Agreement" means this Enrolment Agreement and any subsequent variations made from time to time by the Board of Mercy Education Ltd and advised in writing by the School to the Parents. **"Chief Executive Officer"** means the person who is validly appointed to this position of Mercy Education and who holds this position at the relevant time.

"Due Date" the date/s by which Fees are to be paid for the current year of tuition, including the Due Dates for installment payments as applicable, or as otherwise specified by the School on the fee account.

"Enrolment Acceptance Fee" means the non-refundable fee as determined by the College payable by the Parents upon accepting an offer of enrolment at the College.

"Enrolment Application Form" means the initial student application for enrolment completed for the Student seeking enrolment in the College.

"Fees" means all fees and amounts payable to the School including Tuition Fees, levies and any additional charges that arise.

"Mercy Education" means Mercy Education Limited ACN 154 531 870.

"Notice Period" means the period commencing the day after the Parent serves a written notice on the School and ending on the last day specified in that written notice, but which must be for a period of at least one Term.

"Parent" means the person or persons named as parent/s, guardian/s or carer/s of the Student/s being enrolled and unless advised otherwise in writing are the person or persons authorised to deal with the School on all issues relevant to the Student and the Student's enrolment at the School.

"Principal" means the person who is validly appointed to this position of the School and who holds this position at the relevant time.

"the School" means Mercy Education Limited ACN 154531870 trading as Sacred Heart College, Kyneton of 94 High Street Kyneton, Victoria, 3444.

"School Business Manager" means a senior leader in the School whose primary role is responsibility for the School's business functions, generally including financial management, financial reporting, asset management, management of support staff, human resources and occupational health and safety.

"School Policies and Procedures" means obligations as to conduct published by the School including the School website, including, without limitation, any codes of behaviour or conduct for the students and parents of the School, student wellbeing and management policies and fee policy as amended, and all other school policies as otherwise advised by the School from time to time.

"Student" means a person being enrolled and named as the Student in this Agreement and the Enrolment Application Form.

"Summary of School Fees and Charges" means the annual written document published by the School setting out the scale of fees to be charged by the School for tuition fees and other charges.

“Termination Fee” means one term’s Tuition Fee payable by the Parent if the Parent fails to issue written notice withdrawing the Student from the School in accordance with the Notice Period.

“Tuition Fee” is the fee billed annually in advance for tuition fees and other charges invoiced by the School, unless otherwise stated and set out in the annual Summary of School Fees and Charges and charged per student.

1.DISCLOSURE

1.1 The Parent agrees and acknowledges that the disclosures set out in the Enrolment Application Form is binding on the Parent. The Parent warrants that the disclosures are true and accurate, and that School is entitled to rely upon that agreement and disclosure.

2.ENROLMENT

2.1 The Parent is required to provide particular information and valid identification documents about the prospective Student and the Parent during the enrolment process, both at the application stage and if the School offers the Student a place, including:

2.1.1 a copy of the Parent’s original current driver’s license or current passport

2.1.2 a copy of the Student’s original current driver’s license or current passport and

2.1.3 a copy of the Student’s original birth certificate.

2.2 The lodgement of the Enrolment Application Form does not guarantee enrolment at the School. If the information requested is not provided, the School may not be able to enrol the Student. To meet School and government requirements, the Parent will need to provide the School with a completed Enrolment Application Form.

2.3 After lodgement of the Enrolment Application Form, school staff may need to request further information, for example in relation to any parenting orders, medical conditions, or additional learning needs that have been noted on the Enrolment Application Form. Parents may also be required to attend a meeting with School staff prior to enrolment to ensure the School has the information it needs to ensure it makes all reasonable adjustments to support the Student. An interpreter may be organised, if required.

2.4 Where, during the course of the Student’s enrolment, new information becomes available that is material to the Student’s educational and/or safety/wellbeing needs, it is a term of the Student’s continuing enrolment that such information is provided to the School promptly.

2.5 The Parent acknowledges that this information is required by the School to assess the educational, developmental, physical and social needs of the Student and if this information is not provided or is inadequately disclosed to the School, the Principal may in his/her absolute discretion decline to enrol the Student or terminate the Student’s enrolment.

3. ENROLMENT ACCEPTANCE FEE

3.1 The enrolment Acceptance Fee is payable per student by the Parent on the signing of this Agreement. At Sacred Heart College, Kyneton the Enrolment Acceptance Fee is refundable to first year's fees.

4.CONTINUED ENROLMENT CONDITIONS

4.1 Once a Student has commenced at the School, their enrolment is continuous through to Year 12 unless the Student is formally withdrawn at the initiative of the School or the Parent/guardian.

4.2 Enrolment at the School commences in the first year of a Student’s enrolment and continues each subsequent year until completion of Year 12 or until the Student is otherwise withdrawn or removed from the School.

4.3 The holistic development of the Student remains the priority of the School in carrying out its duty of care to the Student. As such, the Student makes no representation or promise regarding any particular academic achievement or level of performance of any Student.

4.4 The School’s course offerings, including co-curricular activities and programs, will be determined by the School at its sole discretion and may be varied or withdrawn at any time without prior notice. This may include making changes to the curriculum, co-curricular offerings, teaching methods and processes and other services affecting its Students. The School’s offering and delivery may be subject to government directives in place at the time, including any periods of remote learning.

5. FEES

5.1 The setting of Fees and other compulsory charges is the responsibility of the School, taking into account the allocation of government funds. The School reserves the right to increase Fees from time to time, and annual updates will be provided to Parents/guardians by the end of term three. Any Parents/guardians wishing to withdraw their Student on the basis of increased fees should do so by week one of term four, to allow the School adequate time to find a new Student for the following year. The School offers several methods for paying Fees to reduce any financial burden and to assist with financial planning. If Parents have difficulty in meeting the required fee payment, they should discuss this with the Principal of the School.

5.2 The Parent acknowledges that they are jointly and severally liable to the School for payment of the Fees and any other charges under this Agreement, regardless of the person/s to whom the account may be addressed, or by whom accounts are or have been paid in the past. This liability shall continue regardless of any changes after the date of this Agreement to the relationship between the Parents, or any court order as between the Parents, or any child support or other arrangements between the Parents.

5.3 All Fees and charges must be paid for a child to enrol and to continue enrolment at the School, in accordance with the School's fee policy. The School has discretion whether to allow a child to participate in optional or extracurricular school events, such as paid school excursions, extracurricular activities, and trips interstate or overseas, while Fees remain due and payable. Such discretion does not amount to a waiver of the Fees or the School's collection rights.

5.4 Accounts are due and payable by the Due Date.

5.5 Where the Parent provides evidence that Fees are subject to a court order, then subject to clause 5.1, the School may invoice fee accounts in accordance with the court order. This does not abrogate the Parent's joint and several liability to the School for the Fees.

5.6 The Parent must give written notice to the School, in accordance with the Notice Period, that the Parent is to be no longer bound by this Agreement, and upon signing this Agreement, both Parents agree and acknowledge that the Parent giving written notice to the School will remain liable for all the Fees incurred in relation to the Student for the Notice Period. The School reserves the right, in those circumstances, to either terminate the enrolment of the Student or enter into a new Agreement with a replacement person who accepts the financial responsibility for the payment of future Fees.

6. NON PAYMENT OF FEES

6.1 If the Fees are not paid by the Due Date, the Parent will be in default of this Agreement and all outstanding amounts will become immediately due and payable. Any failure to make instalment payments as agreed will result in the full balance of the Fees becoming immediately payable and the School may take such action including by way of debt recovery or legal action as it sees fit to recover the balance Fees outstanding to it.

6.2 Where Fees are not paid by the Due Date, the Student is not permitted to incur additional costs by participating in non-curriculum elective activities, including overseas and interstate immersions or School trips or tours, until such time as the Fees are brought up to date, unless such Student is permitted to join such activities at the sole discretion of the Principal.

6.3 Where the Parent and the School cannot agree on satisfactory arrangements as to the payment of Fees, the Student's enrolment may be at risk.

6.4 Where an enrolment has been terminated, reinstatement of the enrolment will be at the discretion of the Principal.

6.5 The Parent agrees that they shall be liable to the School for any and all costs incurred by the School on an indemnity basis in recovering outstanding fees by any means, including legal action.

7. WITHDRAWAL (TEMPORARY OR PERMANENT) OF CHILDREN

7.1 The Parent must give written notice to the School, in accordance with the Notice Period, of the withdrawal of the Student. Subject to receiving this written notice, pro-rata adjustments will be applied to the final account as follows:

7.1.1 Tuition Fees are payable until the end of the week in which the Student leaves the School

7.1.2 Private music lessons (if applicable) are payable until the end of the term

7.1.3 Subject levies and booklist items are not subject to credit

7.1.4 Extra subject fees, for example, courses offered by external providers, cannot be refunded unless a corresponding credit is issued by the provider

TEMPORARY WITHDRAWAL

7.2 The Parent is to provide advance written notice to the School, in accordance with the Notice Period, for the Student's planned absence from the School for periods of two terms or greater. Students who will be absent for two terms or more with an expected year of return may apply to suspend their enrolment. The fee account must be paid in full. A non-refundable holding fee of 10% of the annual Tuition Fee is payable to secure the enrolment. The deposit will be credited against future Fees.

7.3 The School does not offer a reduction of Fees to families electing to travel.

8. ENROLMENT UNDER MINIMUM SCHOOL AGE ENTRY

8.1 When enrolling a student in a school, for the first year of compulsory education, the following ages apply:

8.1.1 South Australia – must turn five before 1 May in year of enrolment

8.1.2 Victoria – must turn five by 30 April in year of enrolment

8.1.3 Western Australia – must turn five by 30 June in year of enrolment

8.2 In the situation where:

8.2.1 the Parent seeks enrolment of a child under the minimum starting age or

8.2.2 the Principal supports the enrolment of a child under the minimum starting age (collectively, “Early Age Enrolment”) then the approval of the Chief Executive Officer of Mercy Education is required before enrolment can occur. Approval for Early Age Enrolment will only be granted in exceptional circumstances and is at the sole discretion of Mercy Education.

9. CHILD AND STUDENT SAFE ENVIRONMENT

9.1 Catholic school communities have a moral, legal and mission-driven responsibility to create nurturing school environments where children and students are respected, their voices are heard, and where they are safe and feel safe. Mercy Education has a zero tolerance to the abuse of children or students and is committed to safeguarding children and students against abuse.

9.2 Every person involved in Catholic education, including all parents at our schools, has a responsibility to understand the importance and specific role they play individually and collectively to ensure that the wellbeing and safety of all children is at the forefront of all they do and every decision they make.

9.3 The School's child safe policies, codes of conduct and practices set out the School's commitment to child safety, and the processes for identifying, communicating, reporting and addressing concerning behaviour and allegations of child abuse. These documents establish clear expectations for all staff, Parents, and volunteers for appropriate behaviour with children to safeguard them against abuse.

9.4 The School will engage with Parents/guardians and the wider School community to receive input into its child safety practices and procedures. See the School's website in this regard for further information.

9.5 The School has established employment practices where all employees and volunteers in the School understand the importance of child safety, are trained to minimise the risk of child abuse, and are aware of the School's relevant policies, procedures, and reporting obligations. The School also provides ongoing training, supervision, and monitoring of staff to ensure that they are suitable to work with children as part of its employment practices.

9.6 The School has robust, structured risk management processes that help establish and maintain a child safe environment. This involves consideration of possible broad-based risk factors across a wide range of contexts, environments, relationships, and activities in which children within the School engage.

9.7 The School, in partnership with families, ensures children and young people are engaged and are active participants in decision-making processes, particularly those that may have an impact on their personal safety. This means that the views of staff, children, young people, and families are taken seriously, and their concerns are addressed in a just and timely manner.

9.8 The School's child safety policies and procedures are readily available and accessible on the School website, www.shckyneton.catholic.edu.au and the Mercy Education's Child Protection Policy can be found at www.mercy.edu.au

10. ATTENDANCE

10.1 The Student must attend the School on the dates and between the hours advised by the School. In addition, the Student, and the Parent if required, must attend and participate in all co-curricular activities including sporting training and matches, camps, excursions, music rehearsal and performances, inter-school

activities, Mass and religious services and public and community events, which may be held on the weekend or before or after normal school hours.

10.2 After holiday periods it is expected that the Student will return to the School on the dates fixed for resuming unless permission is obtained from the Head of the relevant School.

10.3 The Student is not permitted to leave the School at the end of term until the published closing date unless permission is obtained from the Head of School.

10.4 It is the responsibility of the Parent to advise the School as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.

11 PARENTS' RIGHTS AND RESPONSIBILITIES

11.1 The Parents acknowledge and accept that participation in a broad range of activities within and outside the School grounds, such as outdoor education, excursions, camps and sporting activities and attendance at school functions is an essential part of a student's education and involvement in the School community, and a compulsory part of the School curriculum.

11.2 The School will proceed and act on the basis that each parent has equal rights and responsibilities in relation to the Student and will rely on the authority of either parent in connection with matters concerning the Student unless either:

11.2.1 the School is supplied with a court order or written authorisation signed by the Parent which provides otherwise or

11.2.2 the Principal in his/her sole discretion is satisfied in all the circumstances that there is a good reason to vary the arrangement and has advised the Parent in writing of his/her intention to do so or

11.2.3 the School is satisfied in all the circumstances that there is reason to act on one parent's instructions and not the other

12 TERMS OF ENROLMENT REGARDING ACCEPTABLE BEHAVIOUR

12.1 The School is a community that exemplifies the gospel values of love, forgiveness, justice and truth. The School community recognises that everyone has the right to be respected, to feel safe and be safe; and, in this regard, understands their rights and acknowledges their obligation to behave responsibly.

12.2 Every person at the School has a right to feel safe, to be happy and to learn. Therefore, the School aims to:

12.2.1 promote the values of honesty, fairness, and respect for others

12.2.2 acknowledge the worth of all members of the community and their right to work and learn in a positive environment

12.2.3 maintain good order and harmony

12.2.4 affirm cooperation as well as responsible independence in learning

12.2.5 foster self-discipline and develop responsibility for one's own behaviour

12.3 The school administration, in consultation with the school community wherever appropriate, will prescribe standards of dress, appearance and behaviour for the student body. As a condition of the Child's enrolment, the Parents are expected to comply with the School Policies and Procedures, where applicable, and to support the School in upholding prescribed standards of dress, appearance and behaviour.

TERMS OF ENROLMENT REGARDING CONFORMITY WITH PRINCIPLES OF CATHOLIC FAITH

12.4 As a provider of Catholic education, the Principal will take into account the need for the School community to represent and comply with the doctrines, beliefs and principles of the Catholic faith when making decisions regarding matters of School administration, including enrolment. Students and families who are members of other faiths are warmly welcomed at the School. However, the School reserves the right to exercise its administrative discretion in appropriate circumstances, where it is necessary to do so to avoid injury to the religious sensitivities of the Catholic School community.

CONTINUING DISCLOSURE OBLIGATIONS

12.5 It is vitally important that the School is made aware of each Student's individual circumstances in so far as these may impact upon their physical, functional, emotional, or educational needs, particularly where the School is required to provide additional support to the Student. Parents must provide accurate and up-to-date information when completing an Enrolment Application Form and must supply the School, prior to enrolment, any additional information as may be requested, including copies of documents such as medical/specialist

reports (where relevant to the Child's schooling), reports from previous schools, court orders or parenting agreements. The School may undertake additional external assessments, if required.

12.6 Where, during the course of the Student's enrolment, new information becomes available that is material to the Student's educational and/or safety/wellbeing needs, it is a term of the Student's continuing enrolment that such information is provided to the School promptly.

12.7 The provision of an inaccurate residential address or failure to provide an updated residential address for the Child may result in delays in provision of information from the School and may lead to loss of an offer of enrolment if the School is unable to contact you.

13. ENROLMENT FOR CHILDREN WITH ADDITIONAL NEEDS

13.1 If the Child is a child with additional needs, the School will do everything possible to accommodate the Child's needs, provided that an understanding has been reached between the School and the Parent prior to enrolment regarding:

13.1.1 the nature of any diagnosed or suspected medical condition or disability, or any other circumstances that are relevant to the Child's additional learning needs (for example, giftedness or an experience of trauma)

13.1.2 the nature of any additional assistance that is recommended or appropriate to be provided to the Child (for example, medical or specialist equipment, specialist referrals, specific welfare support, modifications to the classroom environment or curriculum, aide assistance, individual education programs, behaviour support plans or other educational interventions as may be relevant)

13.1.3 the individual physical, functional, emotional, or educational goals that are appropriate to the Child, and how the Parent and the School will work in partnership to achieve these goals and

13.1.4 any limitations on the School's ability to provide the additional assistance requested

13.2 The process for enrolling a student with additional needs is otherwise the same as for enrolling any student and remains at the discretion of the Principal.

13.3 As every child's educational needs can change over time, it will often be necessary for the School to review any additional assistance that is being provided to the Child, in consultation with the Parent and the Child's treating medical or allied health professionals, in order to assess whether:

13.3.1 the additional assistance remains necessary and/or appropriate to the Child's needs

13.3.2 the additional assistance is having the anticipated positive effect on the Child's individual physical, functional, emotional, or educational goals and

13.3.3 It remains within the School's ability to continue to provide the additional assistance, given any limitations that may exist.

14. ASSESSMENT AND UPDATES

14.1 Various opportunities are provided to keep parents up to date with a student's progress. Parents will receive two comprehensive written reports each year and arrangements will be made where parents can discuss their child's development with their teacher(s). In addition, parents can always contact the School to arrange a meeting if parents have any concerns or wish to receive an update on progress.

15. ENROLMENT REGISTER

15.1 The School maintains a register of enrolments of all Students.

15.2 The register of enrolment records the following information in relation to each Student enrolled at the School:

- the Student's name, age and address
- the name and contact details of any parent/carer of the Student
- the date of enrolment of the Student
- the Victorian student number allocated to the Student; and
- the date that the Student ceased to be enrolled at the School (if applicable).

15.3 Parents of future Students should communicate any change of address to the Enrolment Register via email/in writing so that contact can be maintained. The School will take reasonable efforts to maintain up to date contact details for all families, however, failure to communicate a change of address could mean a loss of enrolment opportunity.

15.4 The Enrolment Register is kept up-to-date by the Registrar. Our Enrolment Register indicates that we meet the minimum number of students' requirements.

16. TERMINATION

16.1 The School reserves the right to require the Parent to withdraw the Student from the School or to cancel the Student's enrolment at any time if the School reasonably considers that:

16.1.1 The Student's behaviour, attitude or conduct to school work, other school activities or while attending the School is considered unsatisfactory

16.1.2 on grounds of the Student's unsatisfactory conduct or performance or for misconduct

16.1.3 the Student fails to obey the School Policies and Procedures

16.1.4 A mutually beneficial relationship of trust and cooperation between the Parents/ Guardians and the school or any of its staff has broken down to the extent that it adversely impacts on the School, any of its staff or the ability of the School to provide satisfactory educational services to the student.

16.1.5 The Student's progress and performance is such that the Student is not benefiting from the academic courses provided by the School.

16.1.6 the behaviour or conduct of the Parents/Guardians towards the School or to any of its staff breaches the Education's Parent Code of Conduct- Respectful Relationships, which is readily available and accessible <https://www.shckyneton.catholic.edu.au/>

16.1.7 if any accounts or fees payable by the Parents/guardians are not paid within the School's terms of payment or within the terms of any written agreement between the School and the Parents/guardians permitting a later or deferred payment or

16.1.8 circumstances exist whereby the ongoing enrolment of the Student at the School is untenable or is not in the best interests of the Student or the School

17. POLICIES AND PROCEDURES

17.1 All the School Policies and Procedures are available on the School's website. For the purposes of this agreement, a reference to School Policies and Procedures also includes processes, guidelines and any other applicable governance documentation.

17.2 The Parents must comply with and take all reasonable steps to uphold the School Policies and Procedures (as introduced or amended from time to time) including those concerning or dealing with:

17.2.1 the care, safety and welfare of children and students

17.2.2 standards of dress, grooming and appearance 17.2.3 grievance and complaints

17.2.4 social media and the use of information, communication and technology systems

17.2.5 student behaviour and conduct and discipline of students

17.2.6 parent behaviour and conduct, including any parent code of conduct as may be published from time to time and

17.2.7 privacy

18. ACCIDENTS, INJURIES, THEFT AND DAMAGE

18.1 The School must be kept up to date and informed of a Student's physical and/or medical needs, including any significant illness suffered or developed by the Student before and during their enrolment. The School reserves the right to assess and determine its ability to provide ongoing education to a Student and reserves the right to require the Parent to provide the School with information as requested, or to require the Parent to withdraw the Student for a period of time reasonably required to undergo medical treatment.

18.2 The Parent authorises the School to act and incur expenditure as the School considers necessary in the best interests of the Student. The Parent will be responsible for any expenses incurred by the School on behalf of the Student arising from any such emergency or urgent medical treatment. The Parent will indemnify the School for the cost of any such treatment or action taken. The Parent is responsible for obtaining appropriate insurance to cover any such expenses.

18.3 Adequate care of personal property is the responsibility of the Student. The School's insurers may be able to offer some assistance to Students who are injured while undertaking supervised School activities, determined on a case-by-case basis, and subject to discussions with the School Business Manager.

18.4 In the event of an injury or illness to the Student at school, travelling to or from the School or while taking part in an organised school activity, the Parent authorises the School by its agents or servants, where they are

unable to contact any of the Parents or emergency contacts, or if it is otherwise impracticable to contact the Parent, to:

18.4.1 administer such first aid as they may judge to be reasonably necessary

18.4.2 call an ambulance for the Student and

18.4.3 in relation to medical dental or surgical attention as may be deemed necessary by a medical practitioner, the Parent consents to the Student receiving such attention

18.5 The Parent accepts responsibility for any expenses arising from clause 18.4

18.6 The Parent acknowledges that any subsequent medical consent requested via electronic means or otherwise, on an individual excursion, camp, overseas tour form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

19. GOVERNING LAW

19.1 This Agreement will be governed by the laws of the State of Victoria. All parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

ACCEPTANCE DECLARATION

The Parent jointly and severally acknowledges and declare that:

- They accept the offer of enrolment of the Student at the School
- They have read, understood, accept and agree to comply with and be bound by the terms, of this Agreement and the:

Parent Code of Conduct, Student Code of Conduct; and Respectful Relationships Anti Bullying Policy

By completing and signing this Agreement and lodging it with the Acceptance Fee payment and further required documentation. Further enrolment agreement information includes, School Transfer Details & Photograph / Recording Permission.

As the parent/guardian of my child, I declare I have read, understood and given consent to all matters contained in this form which includes Parent Code of Conduct and Student Code of Conduct. I understand all MERCY and College policies and procedures which are reviewed regularly, may be subject to change at the school's discretion. I understand that my consent will remain valid while my child continues enrolment at Sacred Heart College, Kyneton

Signature of Parent 1	Signature of Parent 1
Print Name	Print Name
Address	Address
Phone	Phone
Email Address	Email Address
Relationship to Student	Relationship to Student
Date	Date

Related Documents:

Mercy Education Limited (MEL)

- *1.06 Policy: Complaints Management*
- *1.07 Policy: Privacy*
- *6.09 Policy: Child Protection*
- *Parent Code of Conduct*
- *Student Code of Conduct*

Sacred Heart College Kyneton

- Respectful Relationships Anti Bullying Policy
- Enrolment Policy
- Fee Policy
- Privacy Policy
- Standard Collection Notice
- Bus Policy

Version	Comments	Date Released	Next Review	Author	Approved
1		July 2021	July 2022		MEL Executive
2		August 2022	August 2024		MEL Executive
3	Separated Appendix from Enrolment Procedure	April 2025	May 2026	College Registrar	Principal