



EDUCATION ENROLMENT CONTRACT

OFFICE USE ONLY	STUDENT ID:		YEAR LEVEL & ENTRY:
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This Contract is made between the Canonical Administrators of Padua College (the College) and the below stated Parents. In signing this Contract, in consideration for the College providing Education Services, the Parents have read and agree to the conditions set out in this Contract and all Policies and Procedures of the College (including but not limited to the Enrolment Policy and the Education Fees Policy). These policies are available on the College Website at www.padua.vic.edu.au/padua-community/policies.html.

Student Details:

STUDENT SURNAME:	
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STUDENT FIRST NAME:	
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STUDENT MIDDLE NAME(S):	
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STUDENT PREFERRED NAME:	
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Between

**The CANONICAL ADMINISTRATORS of PADUA COLLEGE
at OAKBANK ROAD at MORNINGTON in the STATE OF VICTORIA 3931
ABN 96745950522**

and

Parent 1 Details

Parent 2 Details

SURNAME:		SURNAME:	
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FIRST NAME:		FIRST NAME:	
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RESIDENTIAL ADDRESS:		RESIDENTIAL ADDRESS:	
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POSTAL ADDRESS:		POSTAL ADDRESS:	
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This Contract must be signed by all persons that have parental and/or legal guardianship responsibility for the Student. Parents will be jointly and severally liable for the payment of fees.

Parent 1 Signature		Parent 2 Signature	
SIGNATURE:		SIGNATURE:	

DATE:		DATE:	
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Parent 3 Signature (if applicable)		Parent 4 Signature (if applicable)	
SIGNATURE:		SIGNATURE:	

DATE:		DATE:	
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If your family or fee payer circumstances change during the period of the Student's Enrolment, a separate fee paying arrangement form must be completed.

Please return this signed Contract and direct any queries you have regarding this Contract to:

***Enrolments Office
Padua College***

Signed by the College Authorised Representative:	
SIGNATURE:	

DATE:	
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RECEIPT:	
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CONDITIONS OF EDUCATION ENROLMENT CONTRACT

1. **Definitions**

- 1.1. "Application for Enrolment" means the Application for Enrolment procedure as described under the Enrolment Policy.
- 1.2. "Application for Enrolment Form" means the Application for Enrolment Form that must be completed as described under the Enrolment Policy.
- 1.3. "Application for Enrolment Fee" means the Application for Enrolment Fee as described under the Enrolment Policy and as per the amount nominated in the Application for Enrolment Form.
- 1.4. "Camp Fees" means the Camp Fees as defined within the Education Fees Policy.
- 1.5. "Canonical Administrators" means the Association of Canonical Administrators of Padua College.
- 1.6. "Code of Conduct" means the expectations we require of all adults interacting with the College community as established in the College Code of Conduct for Parents/Guardians.
- 1.7. "Composite Fees" means the Composite Fees as defined within the Education Fees Policy.
- 1.8. "Contract" means this Education Enrolment Contract.
- 1.9. "Education Fees" means Education Fees as defined within the Education Fees Policy. .
- 1.10. "Education Fees Policy" means the Education Fees Policy of the College as amended by the College from time to time.
- 1.11. "Education Services" means the education services provided by the College as consideration under this Contract.
- 1.12. "Enrolled" means the period of time after Enrolment in which the Student receives Education Services under this Contract.
- 1.13. "Enrolment" means the acceptance by the College of a Student following the Application for Enrolment Procedure as set out in the Enrolment Policy and upon execution of this Contract
- 1.14. "Enrolment Policy" means the Enrolment Policy of the College as amended by the College from time to time.
- 1.15. "Fee Paying Parents" means both Parents as being jointly and severally liable for the payment of fees unless one Parent is nominated via a separate "Fee Paying Arrangement Form" in which case only that Parent is the "Fee Paying Parents".
- 1.16. "Fee Paying Arrangement Form" means the document that facilitates a change to the fee paying arrangements as set out by the terms of the contract.
- 1.17. "Offer of Enrolment" is the offer made by the College to the Parents or legal guardians of a Prospective Student to enter into an Education Enrolment Contract as described under the Enrolment Policy.
- 1.18. "Other Optional Programs Fees" means the Other Optional Programs Fees as defined in the Education Fees Policy.

- 1.19. "Padua College" means Padua College ABN 96 745 950 522, Oakbank Road, Mornington in the State of Victoria 3931.
- 1.20. "Parents" means the person or persons who:
- a) have legal parental responsibility for the Student (including legal guardianship); and
 - b) are a party to this Contract.
- 1.21. "Policies and Procedures" means all policies and procedures, guidelines, rules and regulations of the College as amended by the College from time to time. Policies and Procedures can be viewed at the College website at www.padua.vic.edu.au/padua-community/policies.html
- 1.22. "Principal" means any designated appointee who is for the time being performing the duties or exercising the authority of the Principal of the College.
- 1.23. "Prospective Student" means a student listed on an Application for Enrolment and for whom Enrolment has not been completed.
- 1.24. "School Hours" means the hours in which the Student is participating in College-related activities whilst the Student is enrolled.
- 1.25. "Student" means the Student nominated in this Contract as Enrolled at the College.
- 1.26. "Suspended" means the Student is prohibited from attending the College or College activities for a period of time as nominated by the College.
- 1.27. "Term" means the College teaching terms as defined by the College.
- 1.28. "Term Break" means any period between Terms.
- 1.29. "The College" means Padua College.
- 1.30. "The Padua Parents Group" means the Parents and Friends Association of the College.
- 1.31. "Tuition Fees" means Tuition Fees as defined in the Education Fees Policy.

2. College Governance

- 2.1. The College is governed by the Association of Canonical Administrators with the Principal acting as the delegated authority for that governance.
- 2.2. The Parents agree that he/she has read and understood the current relevant Policies and Procedures of the College, in particular the Education Fees Policy and the Enrolment Policy.
- 2.3. The Parents agree that he/she will comply with the Policies and Procedures as amended and/or added to by the College from time to time.
- 2.4. The Parents agree that he/she will support the implementation of Policies and Procedures by the College which includes, but is not limited to, Policies and Procedures relating to uniforms, Student and Parent conduct and Student attendance.
- 2.5. The Parents agree that the College has absolute discretion in all of its operational and educational matters and offerings, and that the Parents accept and comply with those decisions.
- 2.6. The Parents will, at all times, conduct themselves in a respectful, supportive and calm manner when dealing with the College staff as established in the Code of Conduct.

3. Parents' Responsibilities

- 3.1.** The Parents agree that all persons that have parental and/or legal guardianship responsibility for the Student must sign this Contract unless one of those persons can demonstrate in writing, either by evidence of a court order or other sufficient documentary evidence, to the satisfaction of the Principal, that he/she has sole legal responsibility for:
- a) the education and Enrolment of the Student; and
 - b) payment of all Education Fees.
- 3.2.** The Parents agree that the College may provide information relating to the Student including but not limited to, report cards, newsletters and information regarding College activities, to all persons who have legal parental responsibility for the Student, whether or not those persons have signed this Contract, unless documentary evidence stating otherwise, that is of satisfaction of the Principal, is provided to the College. The College may provide such information to either Parent, if both Parents provide the same postal address in this Contract.
- 3.3.** The Parents will take responsibility to ensure the Student and the Parents will uphold the reputation of the College which includes, but is not limited to, the prevention of what the College would deem as inappropriate references or images, whether or not related to the College or members of the College community, being uploaded, distributed or displayed on the internet, social media or other mediums. This responsibility extends beyond the period of time that the Student is Enrolled at the College and beyond the termination of this contract.
- 3.4.** The Parents agree that they will be responsible for any loss, damage or liability incurred by the College arising in connection with any failure by the Student to comply with Policies and Procedures.
- 3.5.** The Parents will, at all times, encourage the Student to participate to the best of the Student's ability in the Social Justice Programs of the College.
- 3.6.** The Parents agree to support, to the best of the Parent's(s') ability, functions organised by The Padua Parents Group.

4. Fees

- 4.1.** Subject to clause 4.2, the Parents are jointly and severally responsible for payment of all Education Fees associated with the Student's Enrolment.
- 4.2.** The Parents agree that all Education Fees apply whilst the Student is Enrolled at the College and that period includes any period in which the Student is absent from the College and any period in which the Student is Suspended
- 4.3.** The Fee Paying Parents agree to pay all Education Fees as set out in the Education Fees Policy, when due, and in full and as notified by the College to the Fee Paying Parents in writing from time to time. The Fee Paying Parents agree that the College may impose additional conditions or fee payment arrangements in regard to payments of any Education Fees where Fee Paying Parents fail to pay any Education Fees in accordance with any conditions of this Contract or the Education Fees Policy.
- 4.4.** The Parents acknowledge, and agree to be bound by, all conditions as set out in the Enrolment Policy and all conditions as set out in the Education Fees Policy including those conditions which nominate any part of the Education Fees as non-refundable.
- 4.5.** The Parents agree that the College may adjust Education Fees annually to reflect inflation increased capital outlay and other costs incurred in the operation of the College.

5. Behaviour Management

- 5.1. The Parents agree that the Student is required to comply with all Policies and Procedures that pertain to Students, and that those Policies and Procedures apply to Student conduct whether or not that conduct:
- a) is related to College activities or
 - b) occurs inside or outside the College campuses or
 - c) occurs within School Hours or Term Breaks
- 5.2. The Parents agree that they will actively support all Policies and Procedures that pertain to Student conduct and will support the Student to comply with those Policies and Procedures.
- 5.3. The Parents acknowledges that the College has absolute discretion to determine when Student conduct warrants behaviour management action to be taken by the College and that the College may apply behaviour management measures that the College deems appropriate in accordance with the Policies and Procedures.
- 5.4. The Parents agree that failure by the Student to comply with the Policies and Procedures, may result in the Student being Suspended from attending the College, and/or this Contract being terminated by the College.

6. Consent from Parents

- 6.1. The Parents agree that The College may act upon the instruction, direction or authority of either Parent in regard to any issue regarding the Student, other than fee paying arrangements, without obtaining the consent of both Parents unless, and to the satisfaction of the Principal:
- a) a written consent to do otherwise is provided by both Parents; or
 - b) a relevant court order is provided to the College.

7. Consent from Parents in Event of Emergency

- 7.1. In the event of an emergency, including any medical emergency, pertaining to the Student, if the College is unable to contact either Parent, or if The College considers it impractical to do so, the Parents agree that the College may take such action and do such things as the College considers necessary or expedient for the health or welfare of the Student.
- 7.2. The Parents agree to indemnify the College in respect of any claims, costs or expenses that the College incurs as a result of the College taking any action under to Clause 7.1.

8. Student Activities

- 8.1. The Parents agree that the Student will participate, to the required levels, in the College activities programmes.
- 8.2. The Parents' consent to the Student attending and participating in the College excursions, camps and retreats in accordance with the College curriculum.
- 8.3. The Parents' consent to the College transporting the Student for any College-related purpose.

9. Risk and Insurance

- 9.1. The Parents agree that the College accepts no liability for loss or damage to Student property.
- 9.2. The College does not provide insurance for any Student property.
- 9.3. The Parents agree that it is the Parent's(s') responsibility to takeout insurance for Student property if desired by the Parents.
- 9.4. The College recommends that the Parents takeout appropriate health insurance for the Student.
- 9.5. The College provides limited personal accident insurance for the Student. The Parents agree to takeout additional insurances for the Student if desired.

10. Photography and Recordings

- 10.1. The Parents' consent to the College making, using, distributing and displaying photographic and other recordings of the Student for the usual purposes of the College in:
 - a) publications;
 - b) website(s);
 - c) other online; or
 - d) printed or other mediums.
- 10.2. The Parents and the Student agree to the Student being identified (where appropriate) in any material listed in Clause 10.1.
- 10.3. The Parents and the Student agree that the College owns the copyright in all such material listed in Clause 10.1.
- 10.4. The Parents and the Student assign and give all consents (including for the purposes of the Privacy Act), permissions and waivers of any rights that the Parents and/or the Student may have in the material listed in Clause 10.1, without any fee payable, to the College.

11. Withdrawal of Student from the College

- 11.1. Written notice from the Parents using a properly completed Exit Notification form must be provided to the College if the Parents wish to terminate this Contract.
- 11.2. The required period of notice of withdrawal is either:
 - a) if the Student is to leave at the end of a Term, notice must be given prior to the first day of that Term; or
 - b) if the Student is to leave during a Term, notice must be given prior to the first day of the preceding Term.
- 11.3. The Parents agree that if the required notice under Clause 11.2 is not given by the Parents in writing to the College in accordance with Clause 11.1, the College will not issue an official transfer note until such time as the College deems all administrative requirements relating to the withdrawal of the Student has been dealt with.
- 11.4. The Parents agree that Fee Paying Parents will be charged Education Fees for the period that the Student is enrolled at the College and that pro-rata rates for Education Fees for that period will apply until the College receives from the Parents the completed Exit Notification Form.

- 11.5. The Parents agree that under no circumstance are Composite Fees refundable.
- 11.6. The Parents agree that if the required notice is not given in writing by the Parents in accordance with Clauses 11.1 and 11.2, the College may charge the Fee Paying Parents Tuition Fees in lieu of notice, unless agreed otherwise in writing by the College.
- 11.7. If Education Fees remain outstanding when the Student is withdrawn from the College, the Fee Paying Parents will have 7 days to make payment in full or enter into a payment arrangement that is agreed, in writing, by the College.

12. Privacy

- 12.1. The College collects personal information including sensitive information about Students and Parents. The primary purpose of collecting this information is to provide the Education Services for the Student.
- 12.2. Some of the information we collect is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.
- 12.3. Certain laws governing or relating to the operation of schools require that certain information is collected. These laws include public health and child protection laws.
- 12.4. Health information about Students is sensitive information within the terms of the National Privacy Principles under the Privacy Act. The College requires Parents to provide medical reports about Students from time to time. Student Services at the College may assess the Student in order to better understand his or her individual learning needs. Parents will be informed of the results of such assessment.
- 12.5. The College from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes provision to other schools, government departments, Catholic Education Office, the Catholic Education Commission, your local diocese and the parish, schools within other dioceses, medical practitioners, and people providing services to the College including specialist visiting teachers, sports coaches, volunteers and counsellors.
- 12.6. The Parents acknowledges that if the College does not obtain the information referred to above, the College may decide to terminate this Contract.
- 12.7. Personal information collected from Students is regularly disclosed to Parents. On occasions information such as academic and sporting achievements, Student activities and other news is published in the College newsletters, magazines and on our website or other mediums.
- 12.8. Parents may seek access to personal information collected about them and the Student by contacting the Principal. Students may also seek access to personal information about themselves. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the Student, or where Students have provided information in confidence.
- 12.9. From time to time the College engages in fund raising activities. Information received from Parents may be used to make an appeal for fundraising to Parents. The College will not disclose Parents' personal information to third parties for their own marketing purposes without that Parents' consent.
- 12.10. If Parents provide the College with personal information of others, such as doctors' or emergency contacts, the College encourages Parents to inform those persons:

- a) that their personal information is being disclosed, or has been disclosed to the College; and
- b) of the reasons for the disclosure; and
- c) that they can access that information; and
- d) that the College does not usually disclose that information to third parties.

13. General

- 13.1.** This Contract and all relevant Policies and Procedures constitute the sole and entire agreement between the Parents and the College in relation to the Enrolment of the Student and the ongoing provision of Education Services for the Student
- 13.2.** Any warranty, representation, guarantee or other term or condition whatsoever, other than those in all relevant Policies and Procedures, that is not contained in this Contract is excluded and is of no force or effect.
- 13.3.** The Contract is governed by the laws of the State of Victoria, Australia.

14. Waiver of Rights

- 14.1.** A single or partial exercise or waiver by a party of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.
- 14.2.** A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

SAMPLE ONLY

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SAMPLE ONLY