



## Terms and conditions of enrolment

The Parent/s or legal guardian/s named in this Enrolment Agreement agree to the following terms and conditions in respect to the enrolment of the Student at Loreto Toorak:

### Acceptance of enrolment

1. The Parent accepts the offer of enrolment for the Student commencing at the start of the Entry Year Level (or such other date as agreed in writing) and continuing until completion of Year 12 or until the Student is otherwise withdrawn or removed from the school by the Parent or the Student's enrolment is otherwise cancelled by Loreto Toorak.
2. A vacancy will not be held if the Student is unable to commence at the start of the Entry Year Level or if the Student leaves the school after commencing for an extended period of time. However, where possible, Loreto Toorak will provide priority to the Student for any vacancy at a later commencement date or upon request to return to the school.
3. If the Parents are seeking a guarantee of a place at Loreto Toorak commencing later than at the start of the Entry Year Level, they will be required to pay the tuition fees from the start of the Entry Year Level while the place is held open. For example, if entry into Year 7 from Semester 2 is required, the Parents must pay the tuition fees for Semester 1 in order to hold the place until the Student commences.
4. A request to defer or change the Student's initial year of entry will result in a new date of application and placement on the Application list without a guarantee of enrolment in the requested deferred or changed year of entry.
5. Any enrolment or commencement fees paid by the Parent will not be refundable in the event that the Student's enrolment is cancelled before the Student commences at Loreto Toorak.
6. Enrolment in the school implies agreement to participate in all school activities which Loreto Toorak deems to be compulsory for students, including excursions, liturgies, religious education classes and Masses, retreats, reflection days and Year level camps.

### Educational services

7. Loreto Toorak will provide for the benefit of the Student such of the Services it considers appropriate in accordance with its curriculum and as it may determine from time to time.
8. Loreto Toorak will publish the Educational Services it offers from time to time. The course offerings, including curricular and co-curricular courses and

programs will be determined by Loreto Toorak in its sole discretion and may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods and processes and other services affecting its students.

9. The Parent acknowledges that Loreto Toorak does not guarantee or represent any particular or specific student outcome or level of achievement for the Student in relation to any of its Educational Services.

#### **Provision and use of information**

10. The Parent will provide full, frank, timely and ongoing disclosure of all information relevant to the Student's attendance at the school, including contact details, living arrangements and personal information regarding the Student's health and medical needs from time to time.
11. The Parent will keep Loreto Toorak informed at all times of their current contact details and consents to the use of those contact details and other personal information of the Parent to the extent necessary to enable Loreto Toorak to administer and undertake its programs and functions and to facilitate communication between the Parent, Loreto Toorak and any parent association or representatives.

#### **Fees**

12. The Fees payable by the Parent are set out in the Fee Schedule as published by Loreto Toorak (which may be amended or varied by the School from time to time in its sole discretion).
13. The Parent agrees to comply with the terms of the Fee Schedule including terms and conditions regarding payment of fees.
14. The amount outstanding on any account from Loreto Toorak will accrue interest from the due date until it is paid at the rate set out in the Fee Schedule (if any).
15. If there is more than one Parent, they each agree to be jointly and severally liable for the payment of all Fees to Loreto Toorak in respect of the enrolment of the Student, and that they remain jointly and severally liable irrespective of any other arrangement that may be reached between them, whether legally binding or otherwise, and irrespective of any change in their relationship with each other.
16. Without prejudice to any other action or steps Loreto Toorak may take, while any Fees remain unpaid after their due date for payment, Loreto Toorak may, in its sole discretion, withhold any of the Educational Services from the Student and any sibling, or suspend the enrolment of the Student and any sibling, until the full amount outstanding is paid in full.
17. Loreto Toorak may in its discretion cancel the enrolment of the Student and any sibling if any Fees remain unpaid after their due date.
18. Any failure, delay or indulgence of Loreto Toorak in favour of the Parent in

relation to the payment of any Fees or amounts owing to Loreto Toorak is not a waiver of the rights of Loreto Toorak in respect of such payment or its rights under this Agreement.

19. The Parent indemnifies Loreto Toorak in respect of any costs or charges incurred by it, including legal costs on an indemnity basis, in relation to any debt recovery action taken by Loreto Toorak to recover any unpaid Fees or amounts.
20. Loreto Toorak will update and publish the Fee Schedule for the next school calendar year before the end of the current school calendar year but aiming to do so by the end of Term 3 in that year.

### **Policies and codes of conduct**

21. The proper, safe and lawful conduct of the educational services provided by Loreto Toorak, including the provision of safe school environments for its students, staff and visitors, requires Loreto Toorak to publish school policies, rules and procedures from time to time. The Parent agrees to comply with all policies, rules and procedures of Loreto Toorak (as introduced, existing or amended from time to time), and to ensure that the Student also complies with such policies, rules and procedures, including those relating to:
  - (a) the care, safety and welfare of students;
  - (b) standards of dress, uniform and appearance;
  - (c) equal opportunity and anti-discrimination;
  - (d) grievances and complaints;
  - (e) management of student behaviour and conduct and the discipline of students;
  - (f) privacy and confidentiality; and
  - (g) use of social media and of Loreto Toorak's information, communication and technology systems.
22. Students must comply with all school policies, rules and procedures applicable to them (as introduced, varied or amended from time to time) including those policies concerning student behaviour and conduct.
23. The Parent agrees to comply with any parent or community code of conduct or policy from time to time of Loreto Toorak concerning parent behaviour and conduct that sets out its expectations of parents who have students enrolled with Loreto Toorak. The Parent agrees that any breach of such a code or policy may result in the Loreto Toorak taking such steps as it may lawfully do to deal with the Parent's behaviour or conduct, including but not limited to cancellation of the enrolment of the Student and any sibling.
24. At all times, a high standard of behaviour is expected of the students of Loreto Toorak inside and outside the school. The Parent is required to

reinforce the need for the Student to comply with any student code of conduct and to act in the interests of the school.

### **Student withdrawal and absence**

25. The Parent is required to give to Loreto Toorak one full Term's prior notice in writing to the Principal of their intention to withdraw the Student's enrolment, otherwise one Term's tuition fees in lieu of such notice will be payable. However, such notice will not be required if notice of intention to withdraw the Student at the end of a school calendar year is provided by the Parent within 4 weeks after Loreto Toorak publishes and provides to the Parent its Fee Schedule for the next school calendar year.
26. If the Student leaves during a Term no refund of Fees will be made for the remaining portion of the Term.
27. Loreto Toorak may cancel the Student's enrolment at any time by giving notice of such cancellation to the Parent on the grounds of:
  - (a) the Student's unsatisfactory conduct, behaviour or attitude while attending school;
  - (b) the Student's school or class attendance is unacceptable;
  - (c) the Student engages in misconduct or breaches a policy of Loreto Toorak which the Principal considers to be serious, including a breach of any student code of conduct;
  - (d) the Student's progress is such that, in the opinion of the Principal, the Student is not benefiting from the courses and programs provided by Loreto Toorak;
  - (e) a mutually beneficial relationship of trust and cooperation between the Parent and Loreto Toorak or any of its staff has broken down such that it adversely impacts on the ability of Loreto Toorak to provide a meaningful education to the Student;
  - (f) the behaviour or conduct of the Parent towards Loreto Toorak or to any of its staff breaches any parent code of conduct; or
  - (g) circumstances exist whereby the ongoing enrolment of the Student is considered to be untenable or is not in the best interests of the Student or Loreto Toorak.
28. No allowance or remission of fees will be made for absences of the Student occasioned through illness or any other cause. Loreto Toorak may in its absolute discretion provide fee remission or concession for temporary student absences subject to the terms and conditions set out from time to time in the Schedule of Fees or in a policy dealing with student absences.

### **Personal property**

29. The Parent agrees that Loreto Toorak will not be liable for any loss, damage or theft, howsoever occasioned, of any personal property that belongs to the

Parent or the Student or any property otherwise in their possession, that is brought to school or to any school function or activity, whether or not held on Loreto Toorak's premises or premises occupied by it.

### **Images**

30. The Parent gives permission for the Student to be photographed, filmed or recorded during school related activities, including musical, sporting or theatrical performances, and for such images to be used for learning or promotional purposes (such as being published on display boards, the school website, and in online and electronic publications), except where the Parent notifies Loreto Toorak otherwise in writing.

### **Medical**

31. The Parent will advise Loreto Toorak of the Student's medical history and medical needs from time to time that are relevant to the Student's attendance at school including any significant illness or disability suffered or developed by the Student while enrolled and will keep Loreto Toorak informed of all update information on a timely basis.
32. Loreto Toorak is authorised to obtain or provide such emergency or urgent medical treatment, medical assistance or first aid for the Student as may be deemed necessary in the circumstances by Loreto Toorak's staff members.
33. The Parent will be responsible for any costs or charges incurred by Loreto Toorak as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility.

### **Special needs**

34. The Parent must inform Loreto Toorak prior to accepting the offer of enrolment and at all times after of any disability or specific learning or behavioural needs that the Student may have and of which Loreto Toorak should be aware. The Parent must also advise of any adjustments or specialised support services the Parent considers should be made available by Loreto Toorak to ensure that the Student is able to access its curriculum and educational programs and facilities.

### **Court orders**

35. The Parent must provide and disclose to Loreto Toorak on a timely basis copies of any family court or other court orders (including intervention or personal safety orders) that apply to or impact or relate to the Student and of which Loreto Toorak should be made aware. This includes orders concerning the parent or person with whom the Student lives and the rights of the Parent in relation to decisions concerning the Student's education and day to day issues.
36. The Parent must at all times act in accordance with any relevant court orders in their dealings with Loreto Toorak.

## Australian Consumer Law

37. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.

## General matters

38. This Agreement is governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.
39. If any provision of this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
40. Loreto Toorak will not be liable to the Parent for any indirect or consequential loss or any loss of profit suffered by the Parent arising out of a breach by Loreto Toorak of this Agreement.
41. The Parent will not be entitled to set off against or deduct from the Fees any amount owed or claimed to be owed to the Parent by Loreto Toorak or to be entitled to withhold payment of any account, including because part of the account is in dispute.

## Definitions

42. The following definitions apply to this Enrolment Agreement:

**Educational Services** are the educational courses or programs and the facilities and services provided by Loreto Toorak from time to time for the benefit of its students which are set out in more detail in the Educational Services Schedule published on its website and/or provided to the Parent (which may be amended from time to time at its sole discretion).

**Fees** include all tuition fees, charges, special or other fees as published or advised by Loreto Toorak from time to time and which are payable in relation to the enrolment of the Student, including such fees and charges contained in the Fee Schedule published and updated by Loreto from time to time.

**Loreto Toorak** means Loreto Mandeville Hall Toorak Ltd ACN 610 453 560 of 10 Mandeville Crescent, Toorak in Victoria and references to school are to the school conducted by Loreto Toorak.

**Parent** means the parent/s or legal guardian/s of the Student as named in this Agreement and, where there are two parents or legal guardians, then Parent is a reference to each of them jointly and severally.

**Principal** is the person holding the position of Principal of Loreto Toorak, or the person acting in that role from time to time, and who is appointed to the most senior leadership position in the school.

**Student** is the student named in this Agreement.

**Term** is the period of weeks in a school calendar year that are designated and published by Loreto Toorak as Terms during which students are required to attend school during a school year (currently there are four Terms in the school calendar year).