



Christian Brothers' High School Lewisham

A Catholic school in the Edmund Rice tradition
Educating boys in Years 5 – 12 since 1891

Terms and Conditions of Enrolment

1. Purpose of these Terms and Conditions of Enrolment

- 1.1. These Terms and Conditions of Enrolment set out the contractual terms between Edmund Rice Education Australia New South Wales Colleges Ltd (ABN 60 661 601 118) (**EREA NSW**) and a prospective student's Parents or legal guardians (**Parents**) in relation to that student's enrolment at a school operated by EREA NSW (the **School**), as specified in the relevant offer of enrolment.
- 1.2. These Terms and Conditions apply for the duration of a student's enrolment at the School and operate alongside the School's enrolment documentation, including the Enrolment Policy, offer of enrolment, and acceptance materials.
- 1.3. These Terms and Conditions are intended to clearly articulate the rights, responsibilities, and obligations of EREA NSW, the School, and Parents during a student's enrolment, and to support a constructive and cooperative enrolment relationship.

2. Acceptance of Enrolment

- 2.1. Each Parent who accepts the School's offer of enrolment for a prospective student also agrees to these Terms and Conditions of Enrolment for the duration of the student's enrolment, subject to clause 3.
- 2.2. A Parent who causes a child to attend the School for the purpose of receiving educational services is deemed, by that conduct, to have accepted and agreed to these Terms and Conditions of Enrolment.
- 2.3. All Parents who have parental responsibility for the prospective student must agree to these Terms and Conditions of Enrolment, unless the School provides written confirmation that alternative arrangements are accepted. The School may request supporting evidence in relation to parental responsibility or decision-making arrangements before accepting an enrolment from only one Parent.

3. Ongoing Nature of these Terms and Conditions of Enrolment

- 3.1. These Terms and Conditions of Enrolment are ongoing and remain in effect until one of the following occurs:
 - (a) the student's enrolment is withdrawn or otherwise ends in accordance with these Terms and Conditions of Enrolment;
 - (b) the student completes Year 12 at the School;
 - (c) the student completes each school year at the School, unless the School provides written notice no later than the last day of Term 3 in that school year that the student's enrolment will continue for the following year;
- 3.2. The School reserves the right to reasonably amend these Terms and Conditions of Enrolment on an annual basis to address its operational requirements. The School will provide advance notice of any amendments by the third week of Term 3, with amendments taking effect in the following school year. Amendments will not apply retrospectively.
- 3.3. Where amendments are notified under clause 3.2, Parents may elect to withdraw the student's enrolment by providing notice in accordance with clause 7 before the amendments take effect.
- 3.4. A Parent who agrees to these Terms and Conditions of Enrolment in relation to a student enrolled at the School also agrees to be bound by these Terms and Conditions in respect of each of that Parent's children enrolled at any EREA NSW school at that time.



4. Responsibilities of the School

- 4.1. The School will provide an education to the student during the period of enrolment in accordance with its curriculum framework, as determined and amended by the School from time to time.
- 4.2. The School may deliver the curriculum through a range of learning modes, including on-campus education and online or alternative learning arrangements. Where the School reasonably considers it necessary or appropriate, education may be delivered in whole or in part through online or alternative arrangements. Relevant considerations may include, but are not limited to:
 - (a) the wellbeing, health and safety, or public safety of students or staff;
 - (b) a public health order or a declared state of emergency;
 - (c) staffing availability; or
 - (d) the availability of appropriate learning opportunities.
- 4.3. Parents acknowledge that the School does not guarantee or represent that a student will achieve any specific educational outcome or level of academic achievement as a result of the educational services provided.

5. Support for the School

- 5.1. Each Parent:
 - (a) acknowledges that the School provides a Catholic education in the Edmund Rice tradition;
 - (b) agrees to cooperate fully with the School to promote the student's education, including by engaging appropriately in the life of the School and responding to matters raised by the School; and
 - (c) agrees to ensure that both the student and Parents are familiar with, and comply with, EREA NSW and the School's codes of conduct, handbooks, directions, policies, procedures, rules and values as published and amended from time to time.
- 5.2. Each Parent will do all things reasonably necessary during the enrolment period to ensure the student:
 - (a) acts in a manner consistent with, and upholds, the Catholic faith in the Edmund Rice tradition and the School ethos, reputation, and values;
 - (b) is appropriately presented, complies with the School uniform and appearance standards, and adheres to any directions relating to appearance;
 - (c) arrives at the School on time, attends all classes unless authorised otherwise, and is prepared for learning;
 - (d) completes assessments, examinations, and homework requirements as directed;
 - (e) attends and participates in School-related activities, including camps, excursions, events, and retreats (collectively, Co-curricular Activities);
 - (f) participates, having regard to their individual needs, in the life and programs of the School, including participation in the Catholic faith and practices of the School in the Edmund Rice tradition, notwithstanding the religious background of the student or their family;
 - (g) cares for School buildings, furniture, property, and equipment;
 - (h) does not leave School grounds or events during school hours except where authorised by the School;
 - (i) does not possess, use, distribute, or sell illegal or illicit substances, including tobacco, e-cigarettes, and vaping devices (whether or not they contain nicotine), alcohol, drugs, unauthorised medications, or related paraphernalia;
 - (j) does not engage in behaviour that poses a risk to their own health or safety, or the health or safety of others; and
 - (k) is familiar with and complies with EREA NSW and the School's behavioural expectations, codes of conduct,



policies, procedures, rules, directions and values as published and amended from time to time.

6. School Fees

- 6.1. The School publishes a fee schedule in advance of each school year setting out:
 - (a) all tuition fees, course levies, and other fees, charges, and levies payable in respect of a student's enrolment or participation in particular activities (collectively, **School Fees**);
 - (b) the due dates for payment, whether in advance or arrears;
 - (c) any discounts that may apply;
 - (d) approved payment methods and payment arrangements; and
 - (e) other relevant matters, including the consequences of non-payment.
- 6.2. The terms of each fee schedule are determined by the School and may be varied annually. Fee schedules will not be varied retrospectively.
- 6.3. Unless otherwise agreed in writing by the School, each Parent agrees:
 - (a) to be jointly and severally liable for the payment of all School Fees imposed during the student's enrolment.
 - (b) to pay all School Fees by the due dates and in accordance with the applicable fee schedule; and
 - (c) that School Fees are not ordinarily refundable. The Principal may, at their discretion, consider and grant or deny any request for a refund by a Parent.
- 6.4. The published fee schedule does not constitute an exhaustive list of all fees, charges, and levies that may be payable during the student's enrolment. Additional fees, charges and levies may apply in relation to specific activities or events (including Co-curricular Activities), or for goods or services purchased through the School (such as textbooks). Written details of such fees will be communicated to Parents in advance. Each Parent agrees to be jointly and severally liable for payment of any such amounts when due.
- 6.5. The School operates on a not-for-profit basis and relies on Parents meeting their financial commitments. Where School Fees or other amounts remain unpaid after the due date, or in accordance with the payment terms, the School may, at its discretion:
 - (a) refuse the student's (and any sibling's) participation in Co-curricular Activities;
 - (b) withhold student reports or other documents;
 - (c) suspend or terminate the enrolment of the student and any sibling; and/or
 - (d) commence debt recovery action.
- 6.6. School Fees are payable for all periods during which the student is enrolled and will not be reduced or offset in respect of:
 - (a) any period of student absence;
 - (b) any period during which education is delivered through remote or alternative arrangements; or
 - (c) any period in which a reduced program has been agreed.
- 6.7. Each Parent agrees to jointly and severally indemnify the School for all reasonable costs and expenses (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding School Fees or other amounts payable.
- 6.8. The School may charge interest on overdue amounts at the rate specified in the fee schedule, where School Fees or other charges remain unpaid for more than 28 days after the due date. Each Parent agrees to jointly and severally pay any such interest.



7. Withdrawal or Termination of Enrolment

- 7.1. Parents acknowledge that, due to the ongoing nature of a student's enrolment, the School commits significant resources in advance of each school year, including planning class structures, staffing, subject offerings and timetables. Accordingly, the School requires reasonable notice of a student's withdrawal, having regard to the administrative, financial, industrial and practical impacts associated with a withdrawal, even where a waiting list exists. Parents acknowledge that the closer a withdrawal occurs to the commencement of a new school year, the more difficult it is for the School to fill a vacant place.
- 7.2. To withdraw a student's enrolment, whether permanently or temporarily, Parents must provide at least one full school term's written notice to both the Principal and the Enrolment Manager. Unless the School has confirmed otherwise in writing, notice must be received from both Parents (unless one Parent has sole legal decision-making authority). For the purposes of this clause, notice must be received no later than:
 - (a) where the student has not yet commenced enrolment, the first day of the school term immediately preceding the intended commencement term;
 - (b) where the student will leave the School on the last day of a school term, the first day of that term; or
 - (c) where the student will leave prior to, or during, a school term, the first day of the previous school term.
- 7.3. If notice is not provided in accordance with this clause 7, each Parent agrees to jointly and severally pay, in lieu of notice, the School Fees and any other applicable fees, charges or levies for the period up to the end of the first full school term following the period during which proper notice should have been given.
- 7.4. The School may suspend or terminate a student's enrolment (with or without notice) and the enrolment of any sibling where, in the School's reasonable opinion:
 - (a) a Parent has breached these Terms and Conditions of Enrolment;
 - (b) the student or sibling enrolled at the School, or their Parent has acted inconsistently with EREA NSW or the School's codes of conduct, handbooks, policies, procedures, directions, rules, or values;
 - (c) the School is not satisfied that it can meet the student's educational or welfare needs, including where the student is not benefiting from the programs offered or is not considered, in the School's reasonable opinion, school-ready;
 - (d) the School reasonably determines that there is no longer sufficient trust and confidence between EREA NSW and/or the School and the student's family to sustain an effective enrolment relationship; or
 - (e) termination is otherwise permitted under these Terms and Conditions of Enrolment.
- 7.5. Upon the student's final day of enrolment, all outstanding School Fees and any other fees, charges or levies, whether or not they have fallen due, become immediately payable.
- 7.6. Where a student's enrolment is suspended or terminated under these Terms and Conditions of Enrolment, no refund or remission of School Fees or other charges will be provided.

8. Change of Details

- 8.1 Each parent must promptly notify the School of any change in the student's or a parent's contact details, including postal address, email address, telephone number, and/or family circumstances.
- 8.2 Parents must notify the School immediately of any parenting plans, parenting agreements, or court orders relevant to the student's enrolment. This includes orders or arrangements that may affect the School's engagement with Parents, communication with families, disclosure of the student's personal information, or the use, publication or broadcast of images or recordings of the student.
- 8.3 Parents acknowledge that the School is not obliged to amend the student's name in its internal systems unless one of the following applies:



- (a) Both parents provide written consent, including where only one Parent has accepted the Terms and Conditions of Enrolment;
- (b) The School is provided with a court order authorising the change.
- (c) The School determines that special circumstances exist.

9. Communication, Instructions and Emergencies

- 9.1 Parents acknowledge that the School reserves the right to communicate with one or both Parents in relation to matters concerning the student's education, care, safety and welfare, having regard to what the School reasonably considers to be in the best interests of the student.
- 9.2 Notwithstanding clause 9.1:
- (a) any notice provided by the School to one Parent will be taken to have been provided to all Parents. Notices may be given by email, in writing, by hand, by prepaid post, through School publications or digital platforms, or via the student (for example, in a student diary).
 - (b) Where the School requires consent, authority or direction in relation to the student, the School may act on instruction of one Parent, having regard to what the School reasonably considers to be in the best interests of the student; and
 - (c) The School is entitled to expect that Parents will communicate with each other regarding matters communicated by the school under this clause.
- 9.3 In the event of a medical or other emergency involving the student, where the School considers it impractical to contact the student's Parents, each Parent authorises the school to take such action as it reasonable considers necessary and in the best interests of the student.
- 9.4 Each parent agrees to jointly and severally indemnify the School for any reasonable costs and expenses incurred as a result of action taken under this clause, including costs associated with first aid, ambulance transport, medical treatment, hospitalisation or surgery.

10. Information about a Student's Relevant Needs

- 10.1 The School is an inclusive community and complies with its statutory obligations in relation to students with disabilities, including obligations to consider and implement reasonable adjustments where required.
- 10.2 Parents acknowledge that, while the School seeks to be inclusive, it may not be able to accommodate every prospective or enrolled student's needs. The School also reserves the right to establish and enforce reasonable standards of dress, appearance and behaviour.
- 10.3 Accordingly, each Parent must fully and accurately disclose to the School all relevant needs the student has, or has previously had, that may be relevant to the student's education or wellbeing, or to the education or wellbeing of others. Relevant needs may include but are not limited to, allergies, medical or health conditions, physical or intellectual disabilities (diagnosed, undiagnosed or suspected), behavioural or learning challenges, learning support requirements, and psychological or dietary needs.
- 10.4 Where a parent fails to disclose a student's relevant needs, the School may, at its discretion, decline to proceed with the enrolment, or where the enrolment has already commenced, terminate the enrolment in accordance with these Terms and Conditions of Enrolment.
- 10.5 Parents must promptly notify the School if a student develops any relevant needs, or if the nature or extent of previously disclosed relevant needs changes, whether before or during the period of enrolment.
- 10.6 Where relevant needs are promptly disclosed or arise, the School will consult with Parents as it considers appropriate and may request further information, including medical, behavioural, psychological or other reports. The School will then consider whether it has the capacity and resources to provide the student with a



safe, supportive and appropriate learning environment, and where adjustments are required, whether those adjustments are reasonable in the circumstances.

- 10.7 If, after consideration and subject to its legal obligations, the School forms the reasonable opinion that it cannot adequately meet the student's relevant needs, then:
- (a) The School may in its absolute discretion decline to proceed with enrolment, or if the student is already enrolled, terminate the enrolment without notice; and
 - (b) Parents may choose not to proceed with enrolment, or if enrolment has already commenced, withdraw the student without notice.

11. Discipline

- 11.1. EREA NSW and the School's codes of conduct, policies, procedures, rules, directions and values apply to a student's conduct both within and outside the School, whether or not that conduct occurs during School hours or in connection with School activities.
- 11.2. The School is responsible for determining when a student's conduct warrants disciplinary action and may impose such disciplinary measures as it considers appropriate, including suspension or termination of enrolment, having regard to the nature of the conduct and EREA NSW and the School's codes of conduct, handbook, policies, procedures, rules, directions and values.
- 11.3. The School seeks to maintain a learning environment that is safe and supportive for all students. Principals or their nominees may search a student's bag, locker, desk, or other possessions for the purpose of investigating a disciplinary matter.
- 11.4. The School also reserves the right to suspend a student's education and/or enrolment while investigating a suspected breach of EREA NSW and/or the School's code of conduct, policies, procedures, rules, handbooks, directions or values.
- 11.5. Parents and students are expected to respect and comply with any decisions made by the School under this clause 11.

12. Loss of Property and Insurance

- 12.1. Students are expected to take reasonable care of the property of others, including the School's buildings, furniture, and equipment. Each Parent agrees to be financially responsible for, and jointly severally indemnify the School against any loss or damage to property caused by the student at School or while participating in School related activities.
- 12.2. Parents acknowledge that the School is unable to ensure the security of a student's personal property at all times. All personal property brought to the School or to School-related activities is brought at the student's and Parent's own risk. To the extent permitted by law, the School accepts no responsibility for loss, damage or theft or personal property, however caused, and is not required to maintain systems to safeguard such property.
- 12.3. The School does not generally insure the personal property of students or Parents and may have limited personal accident insurance in place for official School activities. It is the responsibility of each Parent to arrange any personal accident or property insurance they consider appropriate.

13. GST

- 13.1. Where applicable, School fees and other fees, charges and levies are quoted on a GST-inclusive basis. If GST becomes payable in respect of any part of those fees, charges or levies, the School reserves the right to increase the amount payable to reflect the applicable GST.



14. Personal Information

14.1. The School handles personal information in accordance with the EREA NSW Privacy Policy, as published and amended from time to time. Each Parent acknowledges that they have read and understood the Privacy Policy, which is available on the School website.

14.2. Parents acknowledge and agree that:

- (a) As part of the ordinary operation of the School, students are routinely photographed, filmed, recorded, and livestreamed (collectively referred to as **'Images'**) during School related activities and events. These activities include, but are not limited to, classroom learning, co-curricular activities, sports, camps, performances, liturgies, ceremonies and other aspects of School life.
- (b) Unless the School is advised otherwise in writing, each Parent gives consent for the School to photograph, record, use, publish, and communicate such Images of the student (and of Parents when attending School activities), together with the student's and/or Parent's name for School related purposes. These purposes include, without limitation, social media platforms, and livestreamed or recorded events; and
- (c) Consent provided under this clause may be withdrawn in accordance with the School's published consent processes. Parents acknowledge that, even where consent is withdrawn, incidental or unavoidable capture or use of Images may still occur. Withdrawal of consent may also impact the student's participation in certain activities or events.

14.3. The School and EREA NSW may collect personal information, including sensitive information, about prospective students and their Parents as part of the enrolment process and during the period of enrolment. Parents acknowledge that:

- (a) This may include information obtained from third parties such as previous schools, medical practitioners, government agencies, credit providers, or other relevant organisations;
- (b) The School may use such information obtained as deemed reasonably necessary; and
- (c) The School may disclose personal information to third parties, including overseas entities, to the extent permitted by law and in accordance with applicable privacy legislation.

15. Circumstances outside the School's Control

15.1. Where the School campus or facility becomes unavailable for any reason, including but not limited to flood, fire natural disaster, pandemic, epidemic, or other outbreak of illness, the School may require the student to attend an alternative campus or facility to participate in online or alternative learning arrangements.

15.2. The inability of the School to provide access to a particular campus, facility, or service does not entitle Parents to any rebate, refund or waiver of School fees, except where the School determines otherwise at its discretion.

15.3. The School is not liable for any failure to perform its obligations under these Terms and Conditions of Enrolment where such failure is caused by circumstances beyond the School's reasonable control that make performance impossible, provided the School has taken reasonable steps to minimise the impact of those circumstances.



16. General

- 16.1. While compliance with EREA NSW and the School's codes of conduct, policies, procedures, rules, handbooks, directions, and values is required, those documents do not form part of these Terms and Conditions of Enrolment unless expressly stated.
- 16.2. If any provision of these Terms and Conditions of Enrolment is held to be illegal, invalid, void, voidable, or unenforceable:
- That provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable, or unenforceable; and
 - If reading down is not possible, the provision will be severed without affecting the validity or enforceability of the remaining provisions.
- 16.3. These Terms and Conditions of Enrolment will be governed by the laws in force in the state of New South Wales.
- 16.4. Each Parent agrees that:
- To the extent permissible by law, the School is not liable for any personal illness or injury, or for any indirect or consequential loss (including but not limited to distress, humiliation, disappointment, or reputational damage), or any loss of profit suffered by a Parent arising from a breach of these Terms and Conditions of Enrolment;
 - no amount may be set off or deducted from School Fees or other charges on account of any claim a Parent may have against the School; and
 - Parents are not entitled to withhold payment of School Fees or other charges on the basis that all or part of those amounts are disputed.
- 16.5. To the extent permitted by law, Parents release and forever discharge the School and EREA NSW (and its principals, agents, employees, trainers, contractors, and volunteers) from any and all claims, demands, actions, suits, allegations, losses, damages, costs, interest, and expenses arising from a student's illness or injury sustained during the course of enrolment or education, except to the extent caused by the negligent or reckless conduct of the School or its representatives. This clause does not create any legal or additional rights in favour of Parents.
- 16.6. Nothing in these Terms and Conditions of Enrolment excludes, restricts, or modifies any rights or remedies under the Australian Consumer Law, except to the extent permitted by law.

17. Related Documents and Resources

17.1. EREA NSW Related Policies, Procedures and Resources

The School and EREA NSW documents are relevant to, and should be read in conjunction with these Terms and Conditions of Enrolment:

- Christian Brothers' Lewisham Enrolment Policy
- School Fee Schedule
- EREA Code of Conduct
- Parent Code of Conduct
- Student Code of Conduct
- Student Wellbeing and Behaviour Management Policy
- EREA NSW Attendance Policy
- EREA NSW Child Safeguarding Policy



- EREA Complaints Handling Policy
- EREA NSW Privacy Policy
- Student Privacy Collection Notice

18. Document Version Control

Note: Each Parent must accept joint and several liability unless the School has approved a Change of Financial Responsibility Form (a copy of which is available from the Business Manager). The School may require supporting evidence before agreeing, at its discretion, to vary financial responsibility arrangements.

Note: This means that where a student's enrolment is withdrawn during a school term without the required notice, Parents are liable to pay School Fees for both that term and the following term.

ACTION	DETAIL
Subject Matter Expert	Chief Executive Officer
Approved by	EREA NSW Colleges Ltd Board
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