

# Conditions of Enrolment



## FEES AND ACCOUNTS

1. School fees including expenses, levies and charges (both capital and tuition) shall be for such amounts and shall be rendered at such time or times as determined by the Board of the School ("the Board").
  - 1.1 The School will publish on its website or otherwise notify the parent(s)/guardian(s) of the amount of the school fees determined by the Board no less than 30 days before accounts for those fees are issued by the School. If the amount of the school fees increases by more than 5% (disregarding any new fees for particular programs, goods or services) then the parent(s)/guardian(s) may notify the School that they do not wish to pay the increased school fees, in which case:
    - (a) those increased fees do not take effect with respect to this enrolment (however any new fees for particular programs, goods or services do take effect); and
    - (b) without prejudice to the parties other rights to terminate the student's enrolment, the student's enrolment is terminated at the end of the school term during which the new fees would have taken effect.
  - 1.2 Accounts for additional tuition, books, levies, transport and other items required in the course of or in relation to School tuition will be raised as they are incurred.
  - 1.3 All School accounts are payable within 30 days of the date of issue by the School.
  - 1.4 (a) The School has the right to charge interest in each calendar year at the Small Business Small Overdraft rate published by the Reserve Bank of Australia as at October of the year immediately preceding the year in which interest is being applied. Interest is payable for each day that a School account remains unpaid and compounds on a monthly basis.  
(b) All signatories to the Enrolment Form shall be responsible for payment of any legal costs incurred by the School for, and incidental to, the recovery of outstanding fees and accounts.
  - 1.5 Any student admitted to the School during a school term will be charged tuition and boarding fees (where applicable) on a pro-rata basis.
  - 1.6 Parents/guardians must advise the School of all changes in family circumstances, the student's health and other like matters, which could impinge upon the student's participation in the life of the School. In addition the School is to be notified by parents/guardians of any change of address, telephone number, or email address as the School does not accept responsibility for non-delivery of financial or other correspondence.
  - 1.7 Notice of intention to withdraw a student from the School must be provided in writing to the Principal prior to the commencement of the student's last full term of attendance at the School.  
Where the required notice is not provided, parents will be liable for one additional school terms tuition fees plus payment of all outstanding fees, expenses, charges and levies owing at the time of withdrawal.
  - 1.8 Notice of intention to change status between boarding and day student must be provided in writing to the Enrolments Registrar prior to the commencement of the student's last full term as a boarder.  
Where the required notice is not provided, parents will be liable for the payment of one additional term's boarding fees.
  - 1.9 The parents/guardians responsible for payment of School accounts must pay the School's legal costs (on a solicitor and own cost basis) of exercising its rights under these Conditions of Enrolment, including the recovery of any amounts owed by those persons.

## ENROLMENT

2. All applications for enrolment must be:
  - (a) submitted using the required form; and
  - (b) be accompanied by the prescribed application fee.
- 2.1 Approved applications for enrolment will be placed on a waiting list in an order determined by the School. At the discretion of the School, enrolment applications may be given preference on the waiting list by taking into account the following factors:
  - sisters of current or past Fahan students;
  - daughters or granddaughters of past Fahan students;
  - children of current Fahan employees;
  - boarding families;

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- students transferred from interstate or overseas schools similar to Fahan;
- returning girls who were offered priority at the same time of departure;
- any other factors the principal thinks may be of significance.

2.2 Places in Fahan School will be offered in writing and are subject to the completion of a satisfactory interview with the Principal.

2.3 An offer of enrolment should be accepted within one month of the date of the offer, or as otherwise stated in the letter of offer.

2.4 In addition, and in order to confirm a place, acceptance of an offer of enrolment must be accompanied by the payment of an enrolment fee (please refer to point 3 below).

2.5 Prior to a student commencing with Fahan School the following documentation must be provided to the School:

- (a) a completed Enrolment Form; and
- (b) all required supporting documentation listed on the Enrolment Form.

## ENROLMENT FEE

3. Monies paid by way of enrolment fees are used as part of Fahan School's ongoing Development and Capital Works Program that will ensure the refurbishment and construction of essential School facilities.

Fahan relies on its community to assist us in meeting our goals in these important areas. The current facilities Fahan students enjoy have been made possible by the generous support of previous generations of Fahan families and benefactors.

To secure your child's place at Fahan you must pay a one-off, non-refundable Enrolment Fee as follows:

First & Second Child	\$1,100 per child (inclusive of GST)
Third & Additional Child(ren)	\$550 per child (inclusive of GST)

This fee must be paid within 30 days of the date of the letter of offer, or as otherwise stated. If the Enrolment Fee is not paid within the prescribed time frame, the offer will expire.

Students admitted after the commencement of Term 1 must, in addition to the payment of the application fee and enrolment fee, pay the relevant School term's tuition fees, levies and boarding fees (if applicable) prior to commencing at Fahan School.

## TERMINATION OF ENROLMENT

4. Subject to clause 1.6 a student may be withdrawn from the School at any time.

4.1 The School reserves the right to terminate or suspend the enrolment of any student on the grounds of:

- (a) unsatisfactory conduct or performance;
- (b) persistent failure to obey School rules; provided that before dismissal or suspension the student and parent(s)/guardian(s) shall have been made aware of the related issues;
- (c) accounts rendered to parent(s)/guardian(s) for payment of the student's fees being outstanding for more than 28 days, whether specific to the student or not, and including but not limited to accounts rendered in accordance with these terms.

4.2 Where suspension or termination of enrolment occurs in accordance with clause 4.1, the parent(s)/guardian(s) will still be responsible for the payment of full fees during the period of suspension, or in the case of termination, fees applicable until the end of the school term in which the students' enrolment is terminated.

## VARIATION OF TERMS AND CONDITIONS

5. The School may vary these terms and conditions by written notice to the parent(s)/guardian(s) at any time. Any variations will apply from the date specified in the notice, being not less than 14 days after the notice is served. If the parent(s)/guardian(s) do not wish to agree to that variation, they may notify the School of that fact, in which case:

- (a) the variation does not take effect; and
- (b) without prejudice to the parties other rights to terminate, the student's enrolment is terminated at the end of the school term during which the variation would have taken effect.

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## GENERAL

6. 6.1 This document constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, negotiations and understandings between the parties in relation to its subject matter.
- 6.2 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 6.3 If any provision of these conditions is or becomes legally ineffective, under common law or legislation, the ineffective provision may be severed from these conditions which otherwise continue to be valid and operational.

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## NOTICE

7. 7.1 A notice to be given to any or all of the parent(s)/guardian(s) must be in writing and delivered:
  - (a) by email;
  - (b) by hand;
  - (c) by prepaid post;
  - (d) to the student;
  - (e) by posting the notice in the School's newsletter on at least two occasions, in which case the notice need not be addressed to any particular individual; or
  - (f) by posting the notice on the School's website for a period of no less than 30 days, which must include at least 5 school days, in which case the notice need not be addressed to any particular individual.
- 7.2 Notice is taken to be served:
  - (a) if delivered by email, on the next business day after sending;
  - (b) if delivered by hand, when delivered;
  - (c) if sent by prepaid post, on the third business day after sending;
  - (d) if delivered to the student, on the third business day after delivery;
  - (e) if posted in the School's newsletter, 14 days after the second posting of the notice in the news letter; or
  - (f) if posted on the School's website, at the end of the 30 day period.

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## FORCE MAJEURE

8. The School is not liable to the other parties for any failure to perform an obligation under these conditions, provided that the School has made all reasonable efforts to minimise the effects such events may have on the performance of its obligations, to the extent that such failure is caused by or due to:
  - (a) an act of God,
  - (b) any Governmental requisition, control, intervention, requirement or interference;
  - (c) any circumstances arising out of war, threatened act of war or warlike operations;
  - (d) acts of terrorists or the consequences thereof;
  - (e) riots, civil commotions, blockages or embargoes; (f) epidemics;
  - (g) earthquakes, landslides, floods or other extraordinary weather conditions;
  - (h) strikes, lockouts or other industrial action;
  - (i) fire, accident or explosion; or
  - (j) any other act or circumstance which is beyond the reasonable control of the School which makes performance of that obligation impossible.

## INDEMNITY

9. To the extent permitted by law, each of the parent(s)/guardian(s) indemnify the School from and against all damages, costs, losses (including legal costs and expenses on a solicitor/own client basis), liabilities, expenses and claims (including in relation to any loss, damage or injury to property or person or death) caused or contributed to by the student, except to the extent caused or contributed to by the School or any of its agents, employees and contractors.

## CONSENT

### 10. Consent to Publications and School Marketing

These consents are ongoing. If you wish to withdraw consent, please inform the School in writing.

Photographs of students involved in activities, and work by students, are often published to enable the students to share their experiences and enable parents and others to be informed about the School's work.

I/We give consent for photographs that include the student to be used for:

- (a) Fahan School Website and Publications  
(hard copy and electronic; including, but not limited to):  
Fahan School website, community news magazine – *Fahan in Focus*,  
electronic newsletter – *Fortnight at Fahan*, Information Handbooks,  
Prospectus and Strategic Plan Y  N
- (b) Marketing and Promotions  
(including, but not limited to):  
Brochures, banners, cards, invitations, posters, signage, promotional  
videos and advertising Y  N
- (c) Fahan School Magazine  
*Lucere* (hard copy only) Y  N
- (d) Social Media  
Facebook, Twitter, YouTube, LinkedIn etc Y  N

### 11. Consent to the Media

I/We give consent for the student to be photographed, filmed or interviewed, and their full name to be published by newspapers, radio and television in stories about education and School activities. The media may also publish the name of the School the student attends.

Y  N

### 12. Fahan Directory

I/We give consent for our names, student name, home address, home number and parent mobile numbers to be published in the Fahan Directory for distribution to all Fahan Families.

Y  N

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## PRIVACY POLICY

### Your Privacy is Important

We normally share personal information with both parents/guardians named on this form and any person who pays fees, expenses, levies and charges on parents or guardians behalf. We may disclose personal information collected after this form is submitted. We may disclose personal information to a person overseas (e.g. a parent/guardian or a person who has paid fees on a parent/guardian's behalf).

We may provide information (including sensitive information where lawful) to emergency contacts, health practitioners and contractors in accordance with our privacy policy. Medical information (including consents) is considered sensitive information and will not be used or disclosed to anyone else, except as necessary for the wellbeing of students.

We are required by the Commonwealth National Education Agreement to collect the information shown in the "Commonwealth Government Data Collection" section of this form. This information will be disclosed to the Australian Curriculum, Assessment and Reporting Authority (ACARA).

Collection of information about immunisation is required under the Public Health Act 1997 (Tas).

We may use this information to make contact with you, including for fundraising and to promote School activities. You can opt out of receiving direct marketing material by contacting us.

If you do not provide some of this information then we may be unable to enrol the student. Some other information may be provided to government bodies in accordance with our privacy policy.

Our privacy policy (available from [www.fahan.tas.edu.au](http://www.fahan.tas.edu.au) or on request) explains how we handle personal information, how you can complain about interferences with privacy and how you can access or correct personal information we hold about you.

For full details of School Policies please visit [www.fahan.tas.edu.au/policies+documents](http://www.fahan.tas.edu.au/policies+documents)

# Privacy Act 1988

## Privacy Authority and Acknowledgement

### **Both parents/guardians together and separately (“We”, “Our”, “Us”)**

The Fahan School is a credit provider to the extent payment for school fees, including expenses, levies and charges, are deferred for at least seven days.

We understand that We are making an application to Fahan School for payment to be made after services are delivered and for this reason We apply for credit to pay for those services provided by Fahan School.

We authorise Fahan School to use the information in this enrolment form to assess this credit application. We understand Fahan School can use information provided on this enrolment form to assess Our credit worthiness, to manage credit provided to Us and to enforce any obligation to pay Fahan School.

### **Information collected**

Information collected or disclosed in relation to Our credit application is limited to:

- identity particulars – name (and former names or aliases), sex, address and the previous two addresses, date of birth, name of current or last employer, and drivers license number;
- the fact that We have applied for credit and the amount and terms of credit;
- the fact that Fahan School are a current credit provider to Us;
- loan repayments which are overdue;
- advice that Our loan repayments are no longer overdue in respect of any default that has been listed;
- information that, in Fahan School’s opinion We have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with Our credit obligations.

We agree that Fahan School may conduct a search of the Personal Property Securities Register for the purpose of assessing Our application for consumer credit. We understand that Fahan School may provide credit information to its credit insurers.

### **Notice that Our credit information may be given to a credit reporting body**

We authorise Fahan School to give information about Us to a credit reporting body for the purpose of obtaining a consumer credit report about Us; and/or allowing the credit reporting body to create or maintain a credit information file containing information about Us. This information may be given before, during or after the provision of credit to Us. The credit reporting body may provide this information to other credit providers. Fahan School deal with the following credit reporting bodies, and note that each provides their privacy policy (including in relation to credit information) on their website: Veda ([www.veda.com.au](http://www.veda.com.au)) and the Tasmanian Collection Service ([www.tascol.com.au](http://www.tascol.com.au)).

### **Assessing credit application**

We agree that Fahan School may obtain a consumer credit report containing information about Us for the purpose of assessing Our application for credit.

### **Authority to disclose certain information to joint applicants**

We understand that if Fahan School decline this credit application due to adverse information provided by a credit reporting body, then each applicant for the credit may be notified that the application has been declined wholly or partly on information derived from a credit report relating to Us.

We understand that the information disclosed can include any information about Our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act.

### **Exchange of credit worthiness information**

We agree that Fahan School may exchange information about Us with its credit providers:

- to assess an application by Us for credit;
- to notify other credit providers of a default by Us;
- to exchange information with other credit providers as to the status of Our credit facility with Fahan School where We are in default with other credit providers;
- to assess Our debt worthiness.

We understand that the information exchanged can include anything about Our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

# Privacy Act 1988

## Privacy Authority and Acknowledgement

**Privacy policy**

We understand that Fahan School will handle credit information and personal information obtained about Us in accordance with Fahan School’s privacy policy available on its website at [www.fahan.tas.edu.au](http://www.fahan.tas.edu.au) or on request from Fahan School directly. We understand that Fahan School’s policy includes information on how We can access or correct personal and credit information Fahan School hold about Us, as well as details on how to complain about interferences with Our privacy.

**Both parents or guardians to sign**

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**Print Names**

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WHERE ONLY ONE PARENT/GUARDIAN HAS SIGNED THE FORM, THEY MUST SATISFY THE SCHOOL THAT THEY ARE THE SOLE PARENT OR GUARDIAN AND WILL BE RESPONSIBLE FOR ALL FEES, EXPENSES, LEVIES AND CHARGES.