

I/we acknowledge and agree as follows:

1. Fees

- 1.1. To be jointly and severally liable for all fees, charges, levies and other amounts incurred in, and in connection with, the provision of educational and related services by CBC Fremantle.
- 1.2. I/we agree to CBC Fremantle issuing Statements of Account by email to the email addresses I/we have provided.
- 1.3. That all fees, charges, levies and other amounts contained in any Statement of Account issued by CBC Fremantle is due and payable in full within 14 days of the date of issue.
- 1.4. That interest shall accrue on any outstanding amounts at the rate of 6% per annum until payment is received in full.
- 1.5. I/we shall be liable for any/all legal costs reasonably incurred by CBC Fremantle in relation to or connected with the recovery of any outstanding amounts from me/us.
- 1.6. To be liable for the payment of a late fee of \$150.00 for each overdue account reminder notice issued by email, post or otherwise.
- 1.7. I/we agree to indemnify CBC Fremantle for any loss/damage arising from breakages or damage to CBC Fremantle property caused by my/our child(ren).
- 1.8. No discount, reduction or otherwise to fees, levies, charges or other amounts owing will be applied for the temporary absence of my/our child(ren) from CBC Fremantle or for remote tuition provided by CBC Fremantle.

2. Activities and Educational Program

- 2.1. To support education based on a Catholic vision of life as prescribed by CBC Fremantle.
- 2.2. CBC Fremantle reserves the right to amend its academic and other program at any time without notice including, but not limited to, the discontinuance of subjects taught and other program provided and/or varying the way in which subjects and program are delivered, such as by the use of electronic and remote tuition.
- 2.3. CBC Fremantle are not liable in negligence or otherwise for decisions made and outcomes achieved during my/our child(ren)'s education at CBC Fremantle.
- 2.4. CBC Fremantle are not be liable for any injury, loss or damage sustained by my/our child(ren) in or in connection with sporting or other activities.

3. Medical and Educational Needs

- 3.1. I/we have informed CBC Fremantle of any/all special learning needs which I/we know or believe exist with respect to my/our child(ren).
- 3.2. To complete any/all medical or related forms truthfully and to the best of my/our knowledge and belief as prescribed by CBC Fremantle prior to the commencement of my/our child(ren)'s enrolment at CBC Fremantle.
- 3.3. CBC Fremantle does not have the facilities or the teaching staff to provide more than limited support to my/our child(ren) if they do have learning difficulties.
- 3.4. CBC Fremantle may authorise any medical treatment in the event of my/our child(ren)'s illness or injury which, in CBC Fremantle's absolute discretion, necessitates urgent hospital or medical treatment including, but not limited to, injections and/or blood transfusions if I/we cannot be contacted following reasonable efforts by CBC Fremantle to do so.

- 3.5. CBC Fremantle will not be liable for injury, loss or damage sustained by my/our child(ren) as a result of any medical treatment directed by CBC Fremantle as authorised in clause 3.4 above.
- 3.6. To indemnify CBC Fremantle, its employees, agents and otherwise in respect of all costs and expenses incurred by CBC Fremantle, its employees, agents and otherwise incurred directly or indirectly as a result of any medical treatment directed by CBC Fremantle as authorised in clause 3.4 above.

4. Termination, Withdrawal and Absences

- 4.1. My/our child(ren) may be excluded temporarily or permanently from CBC Fremantle in the event that the Principal or College Advisory Council, in their absolute discretion, considers any of the following to have occurred with respect to my/our child(ren).
 - 4.1.1. Being guilty of a serious breach of CBC Fremantle's guidelines, expectations and Policies and Procedures as enacted by CBC Fremantle from time to time;
 - 4.1.2. Having engaged in conduct which is detrimental to CBC Fremantle, its staff or its students; or
 - 4.1.3. The mutually beneficial relationship of trust and cooperation between me/us and CBC Fremantle has deteriorated to the extent that the relationship is adversely affected.
- 4.2. My/our child(ren)'s enrolment at CBC Fremantle may be terminated at any time, and in such event, fees shall be charged on a pro-rata basis for the school term in which the enrolment was terminated by CBC Fremantle and agree that any fees pay by me/us may not be refunded.
- 4.3. I/we have completed any/all enrolment documents fully and to the best of my/our knowledge and belief. I/we further acknowledge and accept that if it can be demonstrated that I/we have withheld, misrepresented or have failed to inform CBC Fremantle as soon as practicable of any change of any information relevant to the application/enrolment process and/or ongoing education, especially in relation to my/our child(ren)'s individual needs, medical conditions, health care requirements or Parenting and Restraining Orders or my/our contact details and address(es), then my/our child(ren)'s enrolment may be refused or terminated on this ground.
- 4.4. My/our child(ren) are required to attend the entire academic term and any absence of my/our child(ren) during that time must be communicated to CBC Fremantle in writing no later than one day after the absence.
- 4.5. To provide CBC written notice of any extended absence of my/our child(ren) for any reason other than illness at least two weeks prior to that anticipated absence.

5. Priority of Enrolment

- 5.1. That CBC Fremantle has a priority order that is used to select students for whom an offer of enrolment will be made.
- 5.2. The priority order contains six categories.
 - 5.2.1. Practicing Catholic students;
 - 5.2.2. Other Catholic students;
 - 5.2.3. Siblings of current students;
 - 5.2.4. Sons of Old Boys;
 - 5.2.5. Non-Catholic students from Catholic primary schools; and
 - 5.2.6. Other Non-Catholic students.
- 5.3. That no guarantee is provided that brothers of students currently enrolled will be accepted for enrolment.

- 5.4. That CBC Fremantle prioritises the following when making offers of enrolment during the Year 7 intake.
 - 5.4.1. Priority is given to brothers of students currently enrolled, but there is no guarantee provided;
 - 5.4.2. Children from practicing Catholic families fully committed to their parishes;
 - 5.4.3. The sons of former students of CBC Fremantle; and
 - 5.4.4. Consideration being given to the length of time for which the Application for admission has been lodged with the College, as well as meeting the application deadline.
- 5.5. CBC Fremantle does accept families belonging to different Christian churches and those who differ in the extent of their active commitment to the life of their church.
- 5.6. In accepting a position at CBC Fremantle, my/our child(ren) must undertake to participate fully in the life of this Catholic school.
- 5.7. Enrolment in one Catholic school does not guarantee enrolment in any other Catholic school.
- 5.8. CBC Fremantle only accepts students born biologically male.

6. General Conditions

- 6.1. I/We hereby charge any/all right, title and interests in any real property with the payment of any/all outstanding amounts to CBC Fremantle, and consent to CBC Fremantle lodging and maintaining an absolute caveat over such property in respect of the charge granted under this clause. Nothing in this clause in any way limits any right of CBC Fremantle arising under law or otherwise.
- 6.2. I/We acknowledge and agree that these Terms and Conditions of Enrolment may, at CBC Fremantle's absolute discretion, be amended from time to time without notice and I/We shall be bound by any such amendments.
- 6.3. If any provision in these Terms and Conditions of Enrolment is held to be invalid or unenforceable in any way, it will be severed and the remaining provisions will in no way be affected or impaired, and this agreement shall continue to operate to give effect to the intent of the parties at the time of execution.
- 6.4. To advise CBC Fremantle by email or in writing of any change of address, contact details or other information provided in the application form, failure to notify CBC Fremantle of a change of address may render the application void.
- 6.5. Completion of the Primary Enrolment Document does not guarantee an enrolment offer being made.
- 6.6. This agreement will continue to apply for each successive year my/our child(ren) remain at CBC Fremantle and shall be binding on all parties to this agreement until such time as this agreement is terminated or my/our child(ren) have completed Year 12.
- 6.7. That attendance at an interview does not guarantee an enrolment offer being made.
- 6.8. CBC Fremantle may collect, use and disclose any information contained in the application form, please refer to the College's Privacy Policy which can be viewed on the College website: www.cbcfremantle.wa.edu.au/, if you do not have web access, please contact the College for a copy.