

Revision of Financial Obligation Form Guideline



GUIDELINE

1. Purpose

1.1 The purpose of this guideline is to establish a consistent Brisbane Catholic Education (BCE) approach to handling requests to change School Fee responsibility arrangements after enrolment has commenced.

Key principle: Existing financial arrangements and liabilities are not displaced. Any approved new arrangement applies prospectively from the Effective Date and is subject to the updated BCE Enrolment Terms and Conditions.

1.2 This guideline applies to all BCE employees involved in changes to fee-paying responsibility, including school-based staff and BCEO support teams.

1.3 Brisbane Catholic Education supports the Archdiocese of Brisbane Safeguarding Commitment Statement and adopts zero tolerance for all forms of abuse, exploitation, and harm. BCE is committed to promoting and protecting the welfare and human rights of everyone involved in or affected by BCE's activities and services. The safety and wellbeing of children and adults-at-risk are paramount.

2. Guideline

Unless otherwise defined, any terms in this guidance document bear the same meaning as defined in the Revision of Financial Obligations Form.

2.1 Purpose of the form

The Revision of Financial Obligations Form is used when there is a request to change who is responsible for paying School Fees after a Student's enrolment has commenced. It records approved changes that are permitted under clause 5 of the BCE Enrolment Terms and Conditions. The form:

- provides a consistent process for documenting changes to fee responsibility;
- helps ensure all required parties have agreed to the change; and
- records the School's written consent to the change.

2.2 Important limitations

The form is intended to record new financial responsibility arrangements going forward. It should not be treated as retrospectively changing past fee liability or previous arrangements. Specifically:

- it does not alter or replace financial obligations that already exist before the form takes effect;
- it does not release a person from liability for School Fees that accrued before the Effective Date;
- it does not retrospectively change any financial arrangement previously agreed to by the School;

- any change applies from the Effective Date, being the date, the last required Enrolling Party or Responsible Enrolling Party signs the form.

2.3 Background under the Terms and Conditions

- Where there is more than one Enrolling Party, each is generally jointly and severally liable for all School Fees unless an exception or approved change applies under clause 5. Those exceptions mainly concern Approved Carer arrangements for Independent Students, or cases where the Chief Executive of the Department of Child Safety is the Student's Guardian.
- Where there is only one Enrolling Party, that Enrolling Party is solely liable for all School Fees.
- Private arrangements between parents or guardians, including child support arrangements, parenting plans or court orders dealing with fee sharing, do not generally bind the School.
- If an Enrolling Party arranges for a third party to pay School Fees, the Enrolling Party remains responsible for ensuring those fees are paid on time.

2.4 When to use the form

The form should only be used where one of the following options applies. Staff should select one option only.

Option	Use when	Effect from the Effective Date	Staff notes
A - Ending an Enrolling Party's School Fee responsibility	There are two Enrolling Parties and, with the School's consent, they agree that only one will be responsible for all School Fees.	The nominated Responsible Enrolling Party becomes solely liable for future School Fees. The other Enrolling Party remains a party to the enrolment contract but is no longer liable for future School Fees from that date.	Do not use this option unless all Enrolling Parties sign and the School provides written consent.
B - Change to joint and several liability	The Enrolling Parties agree to change an existing arrangement so they are jointly and severally responsible for School Fees.	Both Responsible Enrolling Parties become jointly and severally liable for future School Fees.	Use where the intended arrangement is that both responsible parties can each be pursued for the full amount of future School Fees.
C - Parent or Guardian becomes an Enrolling Party	A Parent or Guardian who was not previously a party to the enrolment contract is being added, with the agreement of the existing Enrolling Party and the School.	The added Parent or Guardian becomes an Enrolling Party and assumes joint and several liability for future School Fees.	The new Responsible Enrolling Party must also provide the School with a completed and signed Additional Contact Person Form, inclusive of BCE's Information Collection Notice.

2.5 School consent

Each option requires the School's written consent before the change takes effect. The School cannot unreasonably withhold consent where the request falls within the options provided under the Terms and Conditions. Accordingly, the School should:

- confirm the correct option has been selected;
- check that all required parties have signed the form;



- ensure the requested arrangement is clear and capable of being administered by the School;
- confirm that any required supporting information has been obtained, including an Additional Contact Person Form and Information Collection Notice for Option C; and
- record the Effective Date and provide the approved form to relevant School finance staff.

2.6 Common questions for staff

Question	Guidance
Does the form change responsibility for fees already incurred?	No. The form applies prospectively from the Effective Date. Existing School Fee liabilities incurred before the Effective Date remain unchanged unless the School expressly agrees otherwise in writing.
Can the School split accounts according to a family court order or private agreement?	No. Private arrangements, or court orders about the sharing school fees, generally do not bind the School or alter contractual fee responsibility under the Enrolment Terms and Conditions. Compliance with those arrangements is a matter for the relevant Enrolling Parties, not the School. For example, if two parents are jointly and severally liable for all School Fees under the Enrolment Terms and Conditions, but a court order requires them to share those fees equally and one parent does not pay: • both parents remain contractually liable to the School for the full outstanding balance; and • if the non-defaulting parent pays the outstanding balance, that parent may separately seek recourse against the other parent (whether in relation to the breach of the order or otherwise). The School is not responsible for resolving fee disputes between parents. Parents remain responsible for ensuring all School Fees are paid in accordance with their contractual obligations. The School should stay neutral in such disputes, communicate transparently with both parents, and explain that unpaid fees may affect the Student's continued enrolment unless a concession is granted.
Can an Enrolling Party (i.e. Parent or Guardian) ask the School to pursue another Enrolling Party instead?	If a person remains responsible for School Fees, the School may seek payment from them regardless of private arrangements. The School should stay neutral in parent fee disputes, communicate transparently with both parents, and explain that unpaid fees may affect the Student's continued enrolment unless a concession is granted.
What if an Enrolling Party wants to end their Fee Responsibility?	Schools should no longer use or accept a Termination of Financial Obligations form. If an Enrolling Party wants to end their financial responsibility, this should be managed, with the other Enrolling Party's consent, using the Revision of Financial Obligations Form. If the other Enrolling Party does not agree, the Enrolling Party seeking to end their responsibility may request termination of the enrolment contract, effective at the end of the current billing period. The School should then notify the other Enrolling Party that the request to terminate the enrolment contract has been received and advise that they may enter into a new enrolment contract solely from the next billing period. They should be notified that in the absence of any alternative agreement between the parties with the School's consent, the enrolment will end at the close of the current billing period.
What happens if a third party pays fees on behalf of an Enrolling Party?	The responsible Enrolling Party remains responsible for ensuring School Fees are paid on time. The School should direct fee-related correspondence to the responsible Enrolling Party, not the third party.



2.7 Record keeping and implementation steps

1. Retain the signed and approved form on the Student's file.
2. Update fee billing records and contact records to reflect the approved future arrangement.
3. Notify relevant School finance and administration staff of the change and the Effective Date.
4. Retain previous records because they may be relevant to outstanding fees incurred before the Effective Date.
5. If there is any uncertainty about whether the form should be used, or whether a requested arrangement is permitted, seek guidance before approving the form.

2.8 Suggested staff communication

Where staff need to explain the effect of the form to families, the following wording may be used:

The Revision of Financial Obligations Form records an agreed change to school fee responsibility from the effective date stated in the form. It does not retrospectively change responsibility for fees that became payable before that date, including any debts that accrued before that date. Any new arrangement will be managed in accordance with the current BCE Enrolment Terms and Conditions.

If staff need to respond to an Enrolling Party who wants to end or change their responsibility for School Fees, the following wording may be adapted:

Thank you for contacting the School about responsibility for school fees.

Where parents or guardians who are parties to an enrolment contract agree to change future fee responsibility, the School may consider a completed Revision of Financial Obligations Form. If approved, the change will apply only from the effective date stated in the form and will not alter responsibility for school fees that became payable before that date.

If there is no agreement between the parties, the School cannot resolve the dispute or vary fee responsibility on that basis alone. The existing school fee payment arrangement will continue to apply unless and until a new arrangement is agreed between the parties and approved by the School in writing, or the enrolment contract is terminated at a party's request.

If a party wishes to terminate the enrolment contract to end their financial obligations, the School will consider that request, with the termination to be effective at the end of the current billing period, unless otherwise agreed. The other party may then be given the opportunity to enter into a new enrolment contract from the next relevant billing period, subject to the School's usual requirements.



3. Associated Documents

3.1 Catholic Education Archdiocese of Brisbane Code of Conduct

3.2 Child Protection Act 1999 (Qld)

3.3 Child Safe Organisations Act 2024 (Qld)

3.4 Safeguarding policy

3.5 School Fees and Concessions Procedure

3.6 BCE Enrolment Terms and Conditions

3.7 Revision of Financial Obligations Form (last updated 4 August 2026).

Document Control

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