



CHARACTER | LEADERSHIP | INFLUENCE | BREAKTHROUGH

## ENROLMENT CONTRACT

### Details

Student (full name) \_\_\_\_\_

Parent/Guardian 1 (full name) \_\_\_\_\_

Parent/Guardian 2 (full name) \_\_\_\_\_ (Parent/Guardian 1 and 2 are "you")

*You acknowledge that the Application Form for Enrolment has been completed honestly and correctly, and that you have made full disclosure in response to the matters and questions raised in the Application Form. The Application Form forms part of this Enrolment Contract, and a failure to complete this form honestly and correctly, or to make full disclosure, may result in the immediate termination of this Enrolment Contract by the school and the forfeiture of any enrolment fees paid in advance.*

### Education

The College will educate the student with due care and skill.

You will encourage the student to take full advantage of the curricular and co-curricular opportunities the College provides to further their education.

The College does not guarantee a particular level of achievement for each student. Achievement depends greatly on the individual attributes of the student and the student's willingness to work for their own education. The College will act in the best interests of the student and the student body generally. This may mean that the College does not always act in accordance with your request.

The College curriculum is delivered in accordance with the ethos of the Christian faith.

### Health

You assure the College that you have given full information about the health of the student when applying for enrolment. This information includes any unusual psychological or psychiatric assessment. You will let the College know if there is any change in the health or physical abilities of the student while the student is at the College which may require special consideration of their education needs.

If something happens to the student in any medical or other emergency and if it is impossible or impractical to communicate with you, the College may take action and incur expenditure as it considers necessary in the best interest of the student. You must refund to the College any expenditure the College incurs protecting the student.

### Communication

The College will generally provide information about the student to both natural parents of the student and to any other person signing this enrolment contract. You may request other arrangements relating to the provision of information about the student by giving written notice to the College.

To communicate efficiently with parents, and as a cost saving measure, the College will communicate with parents at the email addresses they provide to the College. If you do not provide an email address or if you request in writing that the College provide information other than by electronic means, the College will communicate by other means reasonably requested. In this contract 'written' includes communication by email.

Where communication is to be with the entire College community or with identifiable sections of the College community, the College may communicate through the College website.

The College will display on the College website the policies and rules with which you and the student are expected to comply.

## **Fees**

Fees are charged on a quarterly basis in advance, that is, at the start of each Term. Fees can still be paid weekly, fortnightly or monthly but each Term's fees will need to be paid in full by the dates specified in the Business Office Handbook towards the end of each term.

Where payment of the terms' fees in full is not received by the end of each Term, and where there has been no prior consultation with the College Business Office, the College will begin its recovery action on any outstanding fees.

When a student is to be withdrawn from the College, the parent/guardian is to give one (1) months notice in writing, addressed to the College Registrar. Failure to provide one (1) month's notice will incur four (4) weeks additional fees.

## **Discipline**

Where you, as parent or guardian, engage in conduct which the College considers prejudicial to the interests and/or reputation of the College, the College may terminate this Enrolment Contract. The College will allow you an adequate opportunity to respond before deciding whether to terminate the Enrolment Contract.

You must comply with policies and rules the College adopts from time to time. You must ensure, as far as practicable, that the student complies with those policies and rules. The policies and rules do not form part of this contract.

The College may discipline the student for failure to comply with directions given by a person in authority or for failure to comply with the College policies and rules. These failures may occur on or off the College campus. The Headmaster or acting Headmaster may withdraw the enrolment of the student from the College for misconduct considered by the Headmaster or acting Headmaster to be serious enough to warrant the withdrawal of the student's enrolment.

Where discipline may involve the withdrawal of the student's enrolment, the Headmaster or acting Headmaster will not withdraw the student until the allegations of misconduct have been put to the student or the student's representative and the student has been allowed an adequate opportunity to respond.

The College may search lockers, bags and property of the student where it is reasonable for the College to do so or as part of a general or random search of a place where the College conducts school activities.

The College may confiscate forbidden or dangerous property.

## **Family Law**

Changes in marital circumstances can cause confusion for the College when dealing with parents or guardians. This clause seeks to provide clarity for both parties in the event of a marital breakdown.

The College will presume that at all times parents (including step-parents) are entitled to participate in College activities (whether or not those activities involve the student). This presumption is rebuttable, including where a parent provides to the College a court order which specifically prevents the other parent from spending time with, communicating with or otherwise having contact with the student. The obligation of providing such a court order to the College, and its appropriate enforcement, rests with the parents.

The College reserves the right to exclude any person, irrespective of whether they are a parent or not, from entering on or remaining on College property or participating in College activities, where the College reasonably believes it is in the best interests of the child or the College that the person be excluded.

*You agree to keep the College informed of any change to your personal details including changes to your family circumstances, changes to the address or addresses or contact details of the parents/guardians and providing the school with copies of any court orders, including Domestic Violence Orders and Family Court orders, which deal with parental responsibility for the child, the education of the child or otherwise limits the contact or communication which one parent or other person has with the child. You acknowledge that despite the College being provided with copies of any such orders the College does not assume responsibility for the parents complying with those orders. You agree to exercise parental responsibility in relation to the child as prescribed by law, including under the Family Law Act 1975 (Cth), or in accordance with order of a Court.*

**Indemnity**

You indemnify the College against any loss or damage caused by any failure by you or the student to comply with the College rules and policies. You also indemnify the College against any loss or damage caused by the wilful disobedience or reckless behaviour of the student.

**Excursions**

The College will arrange excursions from time to time. The College will inform you of intended excursions involving the student. You consent to the student attending excursions with the College. The College will obtain your specific consent to any excursions where the student will be away for one or more nights.

**Privacy**

The College collects personal information about students enrolled at the College, their parents and people who care for them. The primary purpose of collecting the information is to enable the College to use the information for all actions connected with educating our students.

Any medical information will be used discreetly and in accordance with the College’s privacy policy. The privacy policy may be viewed on our website. The College will provide a hard copy of the privacy policy to anyone who requests it. You agree that you have read the Privacy Policy and consent to it.

**Contract**

Your obligations under this contract are joint and several.

You authorise the College to act on the direction of any one of you.

**Termination**

The College may terminate this contract if:-

- the College withdraws the enrolment of the student from the College;
- the College decides at the end of a College year that the College does not wish to continue the contract for the following College year for any reason;
- mutual trust and co-operation between the College breaks down;
- you are in breach of this contract and you fail to remedy the breach within a reasonable time after written notice from the College requiring you to do so.

You may terminate this contract at any time, for any reason, with 4 week’s notice to the College in writing. You may also terminate the contract when:-

- the College is in breach of the contract and the College fails to remedy the breach within a reasonable time after written notice from you requiring the College to do so; and
- there is an increase in fees of the kind referred to in an earlier clause of this contract and you give the College notice as required by the earlier clause.

**SIGNATURES**

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Headmaster

\_\_\_\_\_  
Date