



ENROLMENT CONTRACT

1. Details

Student (Full Name): _____ ("student")

Parent / Carer 1 (Full Name): _____

Parent / Carer 2 (Full Name): _____

(Parents/Carers 1 and 2 are "you")

2. Education

2.1 We will educate the student with due care and skill.

2.2 You will encourage the student to take full advantage of the curricular and co-curricular opportunities.

2.3 Student achievement depends greatly on the individual attributes of the student and the student's willingness to work for their own education. We do not guarantee a particular level of achievement for each student. We will act in the best interests of the student and the student body generally. This may mean we do not always act in accordance with your requests.

2.4 You will use your best endeavours to ensure the student will not be absent from the College without leave of absence and that term dates as advertised will be adhered to.

3. Health

3.1 You assure us that you have given us full information about the health of the student when applying for enrolment. This information includes any psychological or psychiatric assessment. You will let us know if there is any change in the health or physical abilities of the student while the student is at the College.

3.2 In the event of any medical or other emergency arising in which the College considers it impossible or impracticable to communicate with the undersigned parents/guardians, we accept and give consent that the College will take all reasonable care of my/our son/daughter but that the College will not be responsible for the costs of any medical or dental attention or treatment administered to my/our son/daughter in such event, nor will it be responsible directly or indirectly for any act or omission of any medical or dental practitioner or medical officer attending or treating my/our son/daughter including attention provided at the College Sick Bay.

4. Communication

4.1 The College will 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 us.

4.2 To communicate efficiently with parents, and as a cost saving measure, we will communicate with parents at the email addresses they provide to us. If you do not provide an email address or if you request in writing that we provide information other than by

electronic means, we will communicate by the other means reasonably requested. In this contract 'written' includes communication by email.

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

4.4 It is accepted that, unless in exceptional circumstances, during the time the student attends the College he/she will live in the care and control of his/her family and that changes must be notified to the College.

5. Fees

5.1 We will determine the fees for each term before the commencement of the term to which the fees apply.

5.2 You must pay the fees in advance of the term to which they apply and not later than fourteen (14) days after the date of the invoice for fees. If you do not pay fees by the due date for payment, we may charge interest on the fees at 12% per annum from the due date for payment until they are paid.

5.3 If we increase the fees for a term by more than 10% of the fees payable for the preceding term, you may terminate this enrolment contract by notice in writing to us given within fourteen (14) days of the date on which we notify you of the increase.

5.4 **If you terminate this enrolment contract for any reason other than for our breach or because of an increase in fees within the time limited by this contract, you must provide us with at least one term's (10 weeks) written notice (excluding vacation periods). If you do not provide us with one term's (10 weeks) written notice, you must nevertheless pay to us one term's fees.** We commit resources on the basis of confirmed enrolments and will most likely suffer loss from early termination. We may have difficulty filling the student's position at short notice.

5.5 If the student is expelled, you must pay fees for the whole of the term in which the student is expelled.

6. Discipline

6.1 You must comply with the policies and rules we adopt. You must ensure, as far as is practicable, that the student complies with those policies and rules. The policies and rules do not form part of this contract.

6.2 We may discipline the student for failure to comply with directions given by a staff member or for failure to comply with the school policies and rules. These failures may occur on or off the College campus.

6.3 The Principal or acting Principal may expel the student from the College for misconduct considered by the Principal or acting Principal to be serious enough to warrant expulsion.

6.4 Where discipline may involve expulsion of the student, the Principal or acting Principal will not expel 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 opportunity to respond.

6.5 We may search lockers, bags and property of the student where it is reasonable for us to do so or as part of a general or random search of a place where we conduct our activities.

6.6 We may confiscate forbidden or dangerous property.

7. Indemnity

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

7.2 The College does not insure my/our son's/daughter's property of any description (eg mobile phones, laptops, iPads).

8. Excursions

8.1 We will arrange excursions from time to time. We will inform you of intended day excursions involving the student. You consent to the student attending day excursions with the College.

8.2 We will obtain your consent to any excursions where the student will be away for one or more nights.

9. **Privacy**

- 9.1 We collect personal information about students at the school, their parents and people who care for them. The primary purpose of collecting the information is to enable us to use the information for all actions connected with educating our students.
- 9.2 You consent to the personal information being used for educational and ancillary purposes including the marketing of the College.
- 9.3 You consent to have your student's photo displayed in the newsletter, on the College website or published in other College promotional material.

Yes/No

- 9.4 Any medical information will be used discreetly and in accordance with the College's privacy policy. We will provide a hard copy of the privacy policy to anyone who requests it.

10. **Contract**

- 10.1 Your obligations under this contract are joint and several.
- 10.2 You authorise us to act on the direction of any one of you.

11. **Termination**

11.1 We may terminate the contract if:

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

11.2 You may terminate this contract at any time, for any reason, with one clear term's notice to us in writing. You may also terminate this contract when:

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

Signatures

You have made full and frank disclosure of all information requested by the College in the Enrolment Application Form and the Enrolment Contract and are aware of our continuing obligations to keep the College informed of any changes which may affect the applicant's wellbeing or progress at the College.

Parent 1
Date:

Parent 2
Date:

Principal
Date:

(In this contract, the expression "Principal" includes any person from time to time acting, delegated or nominated as Principal or other staff members for the time being carrying out the duties or exercising the authority of the Principal)