



ENROLMENT CONTRACT

This Enrolment Contract is a legally binding document. Parklands Christian College strongly recommends that you read it carefully, and ask questions if you need to, before signing this Contract.

COMMENCEMENT DATE: ____ \ ____ \ ____

YEAR LEVEL: _____

STUDENT (FULL NAME): _____

STUDENT (DATE OF BIRTH): _____

Parties: _____

Parklands Christian College Ltd ABN 58 097 063 584 ("The College" or "We/Us")

and

Parent/Guardian 1 (full name): _____

Parent/Guardian 2 (full name): _____

(jointly and severally, "**you**")

NOW THE PARTIES AGREE AS FOLLOWS:

1 GENERAL:

- 1.1 This Enrolment Contract is the agreement between the parties which sets out the terms and conditions under which the student is provided with education by the College.
- 1.2 The College presumes that each parent who signs this Enrolment Agreement has parental responsibility for the child and that the enrolment of the child is with the consent of each person who exercises parental responsibility for the child.
- 1.3 This Enrolment Contract will be governed by the laws of Queensland, and if there is a dispute, the Queensland Courts will hear the matter.
- 1.4 Part(s) or all of any clause(s) of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions will continue in force.
- 1.5 The parties agree that this Contract will apply once both parties have signed the Contract and provided a copy to each other, even if that happens via email or counterparts.
- 1.6 The address for service of documents on the College is 11 Hillcrest Rd, Park Ridge QLD 4125.
- 1.7 The parents agree to receive notices from the College via their nominated email addresses.

- 1.8 The parents sign this enrolment contract jointly and severally and take on the rights and obligations under this Enrolment contract both as individuals and as a couple where more than one parent signs the enrolment contract.
- 1.9 The parties expressly acknowledge that they have not made any representations or warranties to the other party other than those contained in or referred to in this agreement, and this agreement is the entire agreement between the parents and the College in relation to the enrolment of the student.

2 DISCLOSURE AND WARRANTIES:

- 2.1 You warrant that:
- 2.1.1 You have read the completed Enrolment Application submitted to us, and it is accurate and completed fully and truthfully in all respects;
 - 2.1.2 You have read this Enrolment Contract carefully and fully and understand your obligations in it;
 - 2.1.3 You support the College ethos as expressed in the College Statement of Faith, and prospectus documents;
 - 2.1.4 You understand that all education and extra-curricular activities will be conducted by the College in manner consistent with the College Statement of Faith, and Christian ethos and values;
 - 2.1.5 You have read and understood the College policies that are included on the College Website, and will comply with these policies as they exist from time to time, understanding that the policies are not a term of this Contract, and may change to reflect changes of law, technology or for other reasons;
 - 2.1.6 You understand that a failure to comply with your obligations, including a failure to complete the Application for Enrolment accurately, fully and truthfully may result in the immediate termination of this Enrolment Contract by the College at the sole election of the College. If we elect to terminate the enrolment, this will result in forfeiture of any enrolment fees paid in advance.

3 EDUCATION:

- 3.1 We will be responsible for the care of the student on College premises or at College sanctioned excursions on usual College days from 8.00 am until 3.30 pm. You are responsible for the supervision and safety of the student outside of these hours;
- 3.2 We will seek to educate the student with due care and skill;
- 3.3 We do not guarantee that students will achieve a specific level of academic achievement, but will provide every reasonable opportunity to the student to achieve to his/her fullest potential;
- 3.4 We will act in the best interests of the student individually where possible, and the student body generally. This may mean that some actions taken by the College may not be in accordance with a parent or guardian's request.
- 3.5 We will determine the curriculum and co-curriculum including which courses and activities are compulsory.
- 3.6 We will deliver the curriculum, co-curriculum and public events in accordance with Biblical principles and the Statement of Faith.
- 3.7 We will use our best endeavours to provide all students with an environment of safety, growth, compassion and care.
- 3.8 You:

- 3.8.1 will encourage the student to take full advantage of the curricular and co-curricular opportunities we will provide to further their education;
- 3.8.2 will facilitate the student participating in mandatory College activities including sports, camps and excursions designed to enrich and extend their education;
- 3.8.3 understand that it is a requirement that all students participate in Christian activities such as Christian Life Studies, Chapel, prayer, devotions, and worship regardless of their own faith background;
- 3.8.4 will provide all necessary books, stationery items, uniforms and equipment that the student will require to enable them to benefit from the education offered by the College;
- 3.8.5 will ensure that any textbooks or other equipment provided to the student by the College are returned in reasonable condition to the College promptly when called for;
- 3.8.6 will ensure that the student is sent to College dressed properly in the required uniform unless exceptional circumstances apply;
- 3.8.7 will ensure that you comply with all relevant policies and rules set by the College to ensure that the student is able to take full advantage of the education offered by the College; and
- 3.8.8 will do all that is reasonably practicable to ensure the student complies with the policies and rules set by the College with a view to assisting the student to take full advantage of the education offered by the College.

4 BEHAVIOURAL EXPECTATIONS OF THE STUDENT:

- 4.1 We will ensure that School policies and rules are accessible to you via the College website.
- 4.2 As a member of the College community, the student is expected to exercise appropriate self-discipline and follow the established College and classroom rules, and to behave in a way that does not bring dishonour to the name of Christ or bring disgrace to the College.
- 4.3 You will, as far as is practicable, ensure that the student complies with the College policies and rules. These policies and rules do not form part of this contract and may be amended from time to time.
- 4.4 Consideration will be given to the age of the child when the student does not meet the expected behavioural standards in determining the appropriate discipline for such breaches, within the context of our Responsible Thinking Process approach.
- 4.5 You understand that the College has a high expectation of student behaviour and discipline, personal presentation, conduct, effort in class and general demeanour of students. You agree to support the College in its pursuit and application of these standards, including by talking to us about your child, and speaking with the College when we ask you to.
- 4.6 You understand that students are required to attend classes daily (Monday to Friday), commencing at 8.30 am unless alternative arrangements have been made with the College. Where the student is absent, it is a requirement that you advise the College of the reason for the absence. Otherwise the roll will be marked that the student was absent for an unknown reason.
- 4.7 You agree to ensure your child's involvement in all College activities unless specifically exempted for medical reasons, or upon granting of exclusion by the Principal in their sole discretion.
- 4.8 You agree to adhere to the uniform requirements as outlined in the uniform policy.
- 4.9 You acknowledge and accept that we may discipline the student for failure to comply with reasonable directions given by a person in authority or for failure to comply with the College

policies and rules. These failures may either occur on or off the College campus. Discipline of a student may include (without limitation):

- 4.9.1 Being sent to the Responsible Thinking Room;
 - 4.9.2 Internal or External Suspension; or
 - 4.9.3 Expulsion
- 4.10 You and the student will accept and comply with any and all reasonable behavioural management processes applied for breach of College policies and rules. This includes taking reasonable steps toward seeking professional advice and assessment as recommended by College staff.
- 4.11 You understand that the Head of Primary and Head of Secondary may suspend or expel the student from the College. Where discipline may involve suspension or expulsion of the student, Head of Primary or Head of Secretary will not expel or suspend the student until the student has been told about the allegations and the student has been allowed a reasonable opportunity to respond. The Head of Primary's and Head of Secondary's decision shall be final.
- 4.12 You agree that you will be responsible for any wilful damage caused to the property of the College, or of an individual at the College, caused by your child.

5 HEALTH AND WELLBEING:

- 5.1 You promise that you have given us full information about the health and medical/psychological background of the student when applying for enrolment.
- 5.2 So we can care for your child, you must tell us as soon as possible if there is any change in the health or physical abilities or needs of the student while the student is enrolled at the College.
- 5.3 If the student has a medical or other emergency at a College function, College campus, or event, we shall make all practical attempts to contact you for instructions and/or authority to take steps for the student. If it is impossible or impractical to communicate with you, you authorise us to take action and incur expenditure as we consider necessary to ensure the health and safety of the student and to act in the best interests of the student. You must reimburse any expenditure we incur in connection with the health and safety of the student.
- 5.4 You agree to provide us with any medication required by the student and instructions in relation to the medication, and we will follow these instructions in administering the medication to the student. You promise that the instructions you provide in respect of the medication are complete, correct and accurate.
- 5.5 You agree that in the event that staff require special training to administer the medication or respond to specific health issues (for example, in the case of a child that is diabetic), you are responsible for both organising and paying for that special training for all necessary staff, and until that has occurred, you will arrange to attend and administer the necessary medication as needed.

6 COMMUNICATION:

- 6.1 We will provide information about the student to the parents/guardians signing this enrolment contract.
- 6.2 We will usually communicate with you via email, the College Website and the email newsletter. You agree to regularly check your emails, the College Website and the email newsletter for updated information.
- 6.3 Where communications are via a note or communication which is sent home with students, we are not responsible for the student's failure to provide you with this communication. It is your responsibility to check with your child whether any notes are sent home, and for sharing these with the other parent/guardian if required.

- 6.4 The College may also choose to communicate general information via the College's Facebook page, or closed Facebook or other social media groups managed by the College.
- 6.5 You understand that we are required to provide copies of report cards to each parent/guardian, or another person who has care and control of the student. In the event that you do not wish this to occur, you will need to obtain a Court Order from a Court directing that this is not to occur.
- 6.6 You permit the College to provide copies of report cards for your child to any responsible person as defined in the *Schools Assistance Act (Cth)* and acknowledge that they may be sent electronically.
- 6.7 You are required to keep us informed of your current details, and must give notice of a change in details as soon as reasonably practicable. Such details include without limitation:
- 6.7.1 changes to your family circumstances which the College would reasonably expect to know;
 - 6.7.2 changes or additions to any relevant information including medical information and information required to assist us to educate the student and care for them generally;
 - 6.7.3 changes to the address or addresses, phone number, and email address or other contact details of both parents/guardians;
 - 6.7.4 providing the College with copies of any relevant court orders, including Family Orders or Domestic Violence Protection 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;
- 6.8 You acknowledge that despite the College being provided with copies of any such orders the College cannot take steps to enforce the requirements of such orders.
- 6.9 You agree that we may act on the direction of one parent/guardian. The communication of a direction by one parent will be taken to have been given on behalf of all parents/guardians unless it is clear that the parents/guardians are not in agreement.
- 6.10 Where a court order provides that one parent has sole parental responsibility for making decisions in relation to education matters, we will act only on that parent's direction.
- 6.11 In circumstances where separated parents are unable to agree on whether a child is to remain at the College, the College will not become involved in that disagreement. One parent/guardian may give not less than three (3) months' notice of termination of this Enrolment Contract. The other parent/guardian will be at liberty (subject to an Order of the Court to the contrary), to apply to re-enrol the student of the College via an Enrolment Contract in their name only provided that both parents consent to the child remaining a student of the College.
- 6.12 If the parents have equal shared parental responsibility pursuant to Court Orders and do not agree on the child continuing to be educated at the College, the College shall continue to educate the child pursuant to this Enrolment Contract for a period of three (3) months. During this period, the College expects that the parents will take steps to obtain a court order as to the schooling arrangements of the child. In the event that a Court Order has not been obtained and the parents remain in dispute, we may (in our sole discretion) terminate the enrolment of the student unless and until either the parents agree to the enrolment of the Student, or the court orders the enrolment of the Student. This provision does not limit the usual termination provisions set out herein.
- 6.13 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, email, via social media or via the newsletter.
- 6.14 We will display on our website the policies, rules and procedures with which you and the student are expected to comply. These are subject to change from time to time. Major changes will be communicated to the College community through the newsletter and on the website.

- 6.15 We will assume that both parents, and/or guardians are entitled and permitted to attend and participate in any and all activities of the College, unless you specifically provide us with information that this assumption does not apply, such as a Court Order. A parent may only attend and participate in the activities of the College subject to the College's usual rules and processes about parental participation and attendance – the College is not bound by a Family Law Order to allow participation.
- 6.16 You permit the College to make any enquiries it deems necessary as to the student's enrolment at any previous school/s, including access to scholastic records, behavioural history and/or other matters the College considers relevant. You hereby authorise, request and direct that any such previous school/s provide information to us upon our request in writing.

7 FEES:

- 7.1 The College requires payment of an Application Fee which is payable when the Application for Enrolment is received by the College. This Application fee is non-refundable.
- 7.2 You agree to pay fees and levies as set by the College each term and as set out in the Fee Schedule.
- 7.3 If your child does not return any textbook or other item of equipment belonging to the College to the College when requested, you must pay us the replacement cost of that textbook or item.
- 7.4 Any other arrangement you make with other persons who agree to make payment of fees and levies set by the College on behalf of the student is between you and the other person.
- 7.5 We will determine the fees for each year before the commencement of the year to which the fees apply. We issue invoices monthly for ten (10) months of the year. Unless prior arrangements have been made with the Bursar, fees are payable by Direct Debit arranged by the College. The College may apply a discount where fees are paid in full in advance. Such discounts are set out in the Fee Schedule.
- 7.6 If there is a failed direct debit, an additional administration charge will be added to the fees payable by you, as set out in the Fee Schedule. This administrative charge reflects the cost of bank fees incurred by the College, and the staff time to liaise with parents to rectify the issue.
- 7.7 You are jointly and severally liable for the payment of fees.
- 7.8 The College does not provide credit. If you experience a sudden or unexpected financial difficulty that impacts your ability to pay fees on time, you must promptly communicate this to the College Bursar and talk to the Bursar about alternative arrangements for payment.
- 7.9 If you do not pay the monies owing to the College when due, the College reserves the right to charge a late payment fee (refer to Fee Schedule). You understand that failure to pay fees impacts upon the College's ability to pay its financial commitments, and are a reasonable estimate of the damage the College will suffer from non-payment of Fees.
- 7.10 If you do not pay the monies owing to the College when due, the College reserves the right to terminate the enrolment of the student by notice in writing to you.
- 7.11 We are not required to repay tuition fees you pay if the student is absent from the College, including where they have been suspended or expelled.

8 INDEMNITY AND RELEASE:

- 8.1 The College strongly discourages the bringing of personal property by students which is not necessary for the education of the student. Additionally, you acknowledge that the College is not liable for loss or damage to property belonging to a student of any description and howsoever caused, and it is your responsibility to insure property if you consider it necessary or desirable to do so.

9 OTHER MATTERS:

- 9.1 You agree that you will not commence any social media “page” or “group” which uses the Parklands Christian College name or any part of the name, or implies association with Parklands Christian College unless it is set up with the express permission of the Principal or their nominee, and one of the administrators for the “page” or “group” is (and remains) a Parklands Christian College Staff member nominated by the Principal.
- 9.2 You agree to behave in a manner that does not bring the College into disrepute, particularly having regard to the College ethos and values.
- 9.3 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 student, the student body as a whole, or the College that the person be excluded.
- 9.4 The College may exclude a student if they show symptoms of a communicable disease (such as measles or chicken pox) until such time as medical clearance advice has been provided to the effect that it is safe for the student to return to the College, or the usual exclusion period has passed.
- 9.5 The College may exclude a student if there has been a case, or outbreak of, a communicable disease which that student has not been vaccinated against, for the relevant exclusion period recommended by the Department of Health.
- 9.6 We may search lockers, bags and property, including electronic devices in the possession 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.
- 9.7 We may confiscate forbidden, illegal or dangerous property. In the event that illegal property is located during such a search, we will immediately contact the Police, and you, and report the possession of illegal property. Such illegal property will be handed to police.
- 9.8 You may not delegate your authority or responsibilities under this contract to a third party.

10 PRIVACY:

- 10.1 The College has in place a Privacy Policy which is amended from time to time in accordance with the law.
- 10.2 The Privacy Policy does not form part of this Enrolment Contract but can be accessed online via the College Website.
- 10.3 You agree to comply with your obligations under the Privacy Policy.
- 10.4 The College will take all steps as is reasonably necessary to comply with its obligations under the Privacy Policy, and any associated legislation.
- 10.5 The College will only collect personal information (including sensitive information) by lawful and fair means.
- 10.6 You acknowledge that information which identifies or is capable of identifying you or the student is Personal Information within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and that this information is collected and then used or disclosed to assist us in the primary purpose of providing education to the student or such other secondary purposes that are related to the primary purpose for collection and are reasonably expected, or to which you have consented.
- 10.7 You acknowledge that Sensitive Information which includes health information about the student within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth) is collected and used or disclosed to assist us in the primary purpose of providing education to the student or such other secondary purposes that are directly related to the primary purpose

for which it was collected (such as providing appropriate medical care to your child), unless you agree otherwise, or the use or disclosure of the Sensitive Information is allowed by law.

- 10.8 You acknowledge that you have consented to the collection, use and disclosure of Personal Information (including Sensitive Information) which you have provided to the College throughout the enrolment of the student including by way of the Enrolment Application, for the above primary purpose.
- 10.9 The College may obtain your consent to use Personal Information (including Sensitive Information) for a purpose other than the primary purpose for which it was collected.
- 10.10 You authorise us to disclose personal and sensitive information to others from time to time for administrative and educational purposes, including to other schools, government departments, medical practitioners and people providing services to the College including specialist visiting teachers, sporting coaches and staff, and volunteers. Such information will only be disclosed when necessary.
- 10.11 Personal information collected from students is disclosed to parents. Where students turn 18 during their enrolment at the College, Students may be asked to sign a separate privacy agreement incorporating these provisions if required.
- 10.12 Personal information including Sensitive Information is stored in the cloud and you consent to the storage of this information.
- 10.13 You consent to Personal Information such as academic and sporting achievements, student activities, and other news (including photographs) being published in College newsletters, magazines and on our website and for other direct marketing purposes unless you have otherwise notified us in writing.
- 10.14 You may seek access to personal information collected about you and the student. The student may also seek access to personal information about them. We may refuse access to personal information when access would pose a threat to the life, health or safety of persons; where access would have an unreasonable impact on the privacy of others; or for another reason permitted by law.
- 10.15 If you have a concern about privacy matters, you may address the concern directly with the College.
- 10.16 Our Privacy Policy may be viewed on our website.
- 10.17 The College shall retain information collected for a reasonable period of time. Information and documents may be destroyed (at the College's discretion) seven (7) years after the student has ceased attending the College.

11 TERMINATION:

- 11.1 This Enrolment Contract shall continue until either the student completes their Schooling, or one of the parties chooses to terminate this agreement pursuant to these termination provisions.
- 11.2 You may terminate this enrolment contract if we have breached the terms of the contract, you have provided us with notice of the alleged breach, and given us a reasonable time to remedy the alleged breach of the contract and the breach has not been remedied.
- 11.3 You may also terminate this enrolment contract for any reason provided that you inform us in writing of at least four (4) school term weeks prior to the student's last day. If you do not provide us with at least four (4) school term weeks notice, you must pay us four (4) weeks' tuition fees for failing to provide us with notice. We commit resources on the basis of confirmed enrolments and will suffer loss without reasonable notice.
- 11.4 We may also terminate this contract by notice in writing to you, with immediate effect if:

