Student Enrolment Agreement



Student Details			
Student Name			
Commencement date		Year Level at commencement	
Parties			
Parent/Guardian 1 name			
Parent/Guardian 2 name			
Other caregiver (if applicable)			
Other caregiver (if applicable)			

(jointly and severally, "you")

AND

THE ASSOCIATION FOR PARENT CONTROLLED CHRISTIAN SCHOOLS AT BRISBANE (trading as Westside Christian College) ABN 71 256 484 996 ("we", "us", or "the College").

1. Education

1.1. We will:

- 1.1.1. be responsible for the care of the student on College premises or at College sanctioned excursions on usual College days from 8:15am until 3:00pm and during pre-arranged extracurricular or co-curricular activities outside of these hours. You are responsible for the supervision and safety of the student outside of these hours unless otherwise arranged with the College.
- 1.1.2. seek to educate the student with due care and skill. 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 their fullest potential:
- 1.1.3. 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 parents' requests.
- 1.1.4. determine the curriculum, and co-curriculum including which courses and activities are compulsory.
- 1.1.5. deliver the curriculum, co-curriculum and public events in accordance with Biblical principles and the traditional heritage of the Christian faith, particularly as expressed in our College Statement of Faith.

1.2. You will:

1.2.1. encourage the student to take full advantage of the curricular and co-curricular opportunities we will provide to further their education;

- 1.2.2. facilitate the student participating in mandatory school activities including sports, sports carnivals, camps, presentation night, and excursions designed to enrich and extend their education;
- 1.2.3. understand that it is a requirement that all students participate in Christian Education classes and activities including assemblies and Biblical/Christian Studies, regardless of their own faith background;
- 1.2.4. provide all necessary books, stationery, uniforms and equipment that the student will require to enable them to benefit from the education offered by the College;
- 1.2.5. ensure that the student is sent to school dressed in the correct uniform or as advised;
- 1.2.6. 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;
- 1.2.7. ensure that any library books, textbooks, laptop and peripherals, musical instruments or other equipment provided to the student by the College are returned in reasonable condition to the College promptly when called for; and
- 1.2.8. 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.

2. Behavioural Expectations of the Student

- 2.1. We will provide you with access to copies of policies and rules that are prepared for the good order of the College from time to time. These policies and procedures can ordinarily be found in the parent/student handbook, student diary and on the website. College procedures are located in the parent handbook.
- 2.2. 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 the College into disrepute.
- 2.3. You will, as far as is practicable, ensure that the student complies with those policies and rules. These policies and rules do not form part of this contract, and may be amended from time to time.
- 2.4. The College does not guarantee that it can control the behaviour or activities of other students and parents. Each person is responsible for his or her own actions.
- 2.5. You understand that the College has a high expectation of student behaviour and discipline, personal presentation, conduct, effort in class, completion of homework, and general demeanour of students. You agree to support the College in its pursuit and application of these standards.
- 2.6. You understand that students are required to attend classes daily (Monday to Friday) for the full duration of the school day unless alternative arrangements have been made with the College. Where a student is unable to attend school, the College is to be informed before 8.20am by telephoning the College Absentee Line, office or via the College app.
- 2.7. You agree to ensure the student's involvement in all College compulsory activities, unless specifically exempted for medical reasons or granting of exclusion by the Principal or their nominee.
- 2.8. 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 school policies and rules. These failures may either occur on or off the school campus. Discipline of a student may include (without limitation):
 - 2.8.1. Detentions (including after school detentions with notice to the parents ahead of time);
 - 2.8.2. Suspension (internal and external); or
 - 2.8.3. Exclusion.
- 2.9. You and the student will accept and comply with any and all reasonable behavioural management processes or sanctions applied for breach of school policies and rules. This includes taking reasonable steps toward seeking professional advice and assessment as recommended by College staff.
- 2.10. You understand that the Principal or Principal's Delegate (ordinarily, the Head of School) may suspend or expel the student from the school. Where discipline may involve suspension or expulsion of the student, the Principal or Principal's Delegate will not expel or suspend the student until the allegations of misconduct have been put to the student and the student has been allowed a reasonable opportunity to respond.
- 2.11. You will be responsible for the costs of repair or replacement for any wilful damage caused to the property of

3. Health and Well-being

- 3.1. You confirm that you have given us full information about the health and medical/psychological background of the student when applying for enrolment.
- 3.2. To assist us in fulfilling our duty of care to your child, you have an ongoing obligation to keep us fully informed of the student's health issues or other needs. You are required to inform us as soon as practicable if there is any change in the health or physical abilities of the student while the student is at the school.
- 3.3. If the student has a medical issue or other type of emergency at a College function, on the College campus, or at a College 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.
- 3.4. 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 warrant therefore that the instructions you provide in respect of the medication is complete, correct and accurate.
- 3.5. 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 may be responsible for both organising and paying for that special training for all necessary staff, and until that has occurred, you may be asked to arrange to attend and administer the necessary medication as needed.
- 3.6. You also agree that if required, the College First Aid Officer may confirm or clarify any directions from a doctor in respect of administration of medication for a student, and this enrolment Contract is sufficient authority to permit the College to communicate with, and provide information to, and receive information from the doctor in respect of provision of medication to a student.

4. Communication

- 4.1. We will ordinarily provide information about the student to the parents/guardians signing this enrolment contract. Such communications will be sent by email or sms to the contact details nominated by the parents. The College may also communicate with parents about issues of wider application via the School Newsletter, or College app, or College Learning Management System. You agree to regularly check your sms messages, emails, and read the Newsletter for updated information.
- 4.2. Where communications are via post or a note or communication in a student diary which is sent home with students, it is the responsibility of the parents to share that information with each other. We are not responsible for the student's failure to provide you with this communication.
- 4.3. Where usual communications are via sms or email, we will make arrangements for parents to have individual log-ins to the Learning Management System if requested, and unless notified otherwise will include both parents email addresses and phone numbers on our mailing list.
- 4.4. 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:
 - 4.4.1. changes to your family circumstances which the College would reasonably expect to know;
 - 4.4.2. changes or additions to any relevant information including medical information and information required to assist us to educate the student or provide pastoral support for the student;
 - 4.4.3. changes to the address or addresses, phone number, and email address or other contact details of both parents/guardians, emergency contacts; and
 - 4.4.4. providing the school with copies of any court orders or associated documents, including Family Court Orders, Parenting Plans, Domestic Violence Protection Orders or Department of Child Safety documents such as 'permission to care' documents, 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;
- 4.5. You acknowledge that despite the College being provided with copies of any such orders the College does not assume responsibility for ensuring the parents/guardians complying with those orders, or enforcing such orders and the parents/guardians remain responsible for compliance with Orders and agreements.

- 4.6. In the absence of a Court Order or Parenting Plans 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.
- 4.7. 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 irrespective of who has signed the enrolment contract.
- 4.8. 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.
- 4.9. If the parents agree to the student remaining a student of the College, but only one parent wishes to be the enrolling parent, then the parents may advise the College, and the joint enrolment contract will be terminated at the time a fresh enrolment contract being signed by one parent only is returned to the College;
- 4.10. If the parents are unable to agree whether the student is to remain at the College, the College shall continue to educate the child pursuant to this Enrolment Contract for a period of 3 months. During this period, the College expect the parent who seeks that the child remain at the College shall take steps to obtain either agreement of the parents, or 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. This provision does not limit the usual termination provisions set out herein.
- 4.11. You understand that we are <u>required</u> to provide a written report on the education performance at least twice a year to each parent/guardian, or another person who has care and control of the student unless exceptional circumstances apply. These written reports will be provided to parents, guardians or other persons having care and control of the student at no cost, but may be distributed electronically.
- 4.12. Where communication is to be with the entire school community or with identifiable sections of the school community, we may communicate via email and/or through the school website, Newsletter, App, or Facebook page.
- 4.13. We will display on our website and/or in parent/student handbooks and student diaries the policies and 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 school community.
- 4.14. 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. If a Court Order permits a parent to attend and participate in the activities of the College, such participation is subject to the College's usual rules and processes about parental participation and attendance.

5. Fees

- 5.1. You agree to pay fees and levies as set by the College each year in accordance with the relevant Fee Schedule. The College does not ordinarily agree to split fees or issue multiple invoices for families, except in extenuating circumstances and will only do so at their sole discretion.
- 5.2. 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.
- 5.3. We will determine the fees and levies for each term before the commencement of the year to which the fees apply. Fee and levy invoices will generally be issued during the school holidays prior to the commencement of each term.
- 5.4. You agree that the Textbook and Resource Allowance provided by the Queensland Government is to be paid to the College directly to assist with the cost of the College providing textbooks for the use of the student.
- 5.5. You are jointly and severally liable for the payment of fees and levies.
- 5.6. Fees and levies must be paid by you by the close of business on the third Tuesday of each term unless prior arrangements have been made with the Accounts Receivable Officer or Business Manager. We may give a discount for fees paid on time. Fees may be paid to us by direct deposit, BPay or cash.
- 5.7. The College may, in their discretion, agree to make alternative arrangements with you for the payment of school fees, including a payment plan via direct debit. You acknowledge that the College is not in the business of providing credit and does not make credit arrangements.
- 5.8. If you do not pay the monies owing to the College, the College reserves the right to pass the outstanding debt to its nominated collection agency or lawyers. Should the College incur any additional charges in collecting these fees, including debt collection fees, court and other legal costs howsoever incurred, these will be added to the outstanding debt, and will be the responsibility of the parents.

- 5.9. 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 with immediate effect.
- 5.10. No remission of fees or levies, either in whole or in part will be made should the student be absent for any reason whatsoever.
- 5.11. If the student does not promptly return resources to the College (any library book, textbook, tablet or musical instrument) or other item of equipment belonging to the College in reasonable condition when requested, we will issue you an invoice for the replacement cost of the item and you must pay us the replacement cost of that item.
- 5.12. Additional fees may be levied for non-compulsory or extra-curricular excursions, camps or activities, which must be paid in full prior to the event.
- 5.13. The obligation to pay any outstanding but accrued fees, levies or charges survives termination of this enrolment contract.

6. Indemnity and Release

- 6.1. 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 or reckless behaviour of the student.
- 6.2. 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.

7. Other Matters

- 7.1. You agree that you will not commence any social media "page" or "group" which uses the College name or any part of the College name, or implies association with the College unless it is set up with the express permission of the College Principal and one of the administrators for the "page" or "group" is (and remains) a College staff member nominated by the Principal.
- 7.2. You agree to behave in a manner that is respectful and polite, is in keeping with the *Parent Code of Conduct*, and does not bring the College into disrepute, particularly having regard to the College Ethos and Values. You agree that you will not engage in bullying, aggressive, abusive, or threatening behaviour or communication towards any member of the College Community, including via written communication. This includes communications that are made via social media.
- 7.3. Unless all parties being recorded are aware of an intention to record a conversation, and agree to the conversation being recorded, conversations between members of the College community are not to be recorded other than in writing.
- 7.4. You are required to exercise caution when recording via video, audio or image at College events (such as sports days) to avoid recording people other than your child wherever possible unless you are doing so with the consent of the other people in the recording, including staff. You must not publish or share video, audio or images of people in the College community unless that is done with the express permission of each person recorded, or their parent.
- 7.5. 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 (including participating in Social Media groups), 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. You will abide by any direction by the College in respect of entering or remaining on College property or attendance at College activities.
- 7.6. 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.
- 7.7. The College may exclude a student if there is a reasonable basis to believe that a communicable disease is circulating at the College (such as measles or chicken pox) which the student has not been vaccinated against, for the relevant exclusion period.
- 7.8. We may search Westside property such as lockers and electronic devices, and request to search, bags and personal belongings including electronic devices in the possession of the student where it is reasonable for us to do so or if there is reason to suspect a student is in possession of a banned item, at danger or at risk of endangering others.

- 7.9. 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 parents, and report the possession of illegal property. Such illegal property will be handed to police.
- 7.10. You may not delegate your authority or responsibilities under this contract to a third person.
- 7.11. We will give you advance notice of the off-site excursions and sporting events that your child will be participating in. You agree that you consent to the student attending usual school activities including off-site excursions, and sporting events requiring transportation by bus, unless you advise us that you do not consent to your child's participation in these activities.
- 7.12. We will also seek separate consent from you for camps, overnight excursions, activities that may have higher risk, or excursions and activities which incur additional costs.
- 7.13. You authorise your child to be transported on buses organised by the College for the purposes of attending school sport or excursions unless you advise us in writing that you have withdrawn your authority.

8. Privacy

- 8.1. The College has in place a Privacy Policy which is amended from time to time in accordance with the law.
- 8.2. The Privacy Policy does not form part of this Enrolment Contract but can be accessed online via the School website.
- 8.3. You agree to comply with your obligations under the Privacy Policy.
- 8.4. The College will take all steps as is reasonably necessary to comply with its obligations under the Privacy Policy.
- 8.5. The College will only collect Personal Information (including Sensitive Information) by lawful and fair means.
- 8.6. 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, managing the College and complying with our legal obligations or such other secondary purposes that are related to the primary purpose for collection and are reasonably expected, or to which you have consented (such as providing appropriate medical care to your child, and extending pastoral care to your child and family).
- 8.7. You acknowledge that Sensitive Information which includes health information and information relating to the religion of the student and your family within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth) is collected and used or disclosed by us to assist us in the primary purposes of providing education and pastoral care to the student, managing the College and complying with our legal obligations, and for secondary purposes that are directly related to the primary purpose for which it was collected, (such as providing pastoral care for your family) and you consent to this unless you advise us otherwise.
- 8.8. 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 Application for Enrolment for the above primary purposes.
- 8.9. 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.
- 8.10. 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 school including specialist visiting teachers, sporting coaches and staff, pastoral staff of a church and volunteers. Such information will only be disclosed when necessary.
- 8.11. Personal information collected from students is disclosed to parents in most cases. Exceptions to provision of personal information of students to parents (for example, counselling records) include:
 - 8.11.1. Where a student has sufficient maturity and they direct us not to do so;
 - 8.11.2. Where disclosure would breach a law (including, for example, the privacy obligations the College holds to another person);
 - 8.11.3. Where the disclosure would likely result in harm to the health or safety of a person; or
 - 8.11.4. For another reason that is permitted by law.
- 8.12. You consent to Personal Information such as academic and sporting achievements, student activities, and other news being published in College newsletters, magazines and on our website and for other direct

- marketing purposes, unless you otherwise notified us in writing. In some instances, this material may be used after a student has left the College.
- 8.13. You consent to the College, its employees, contractors and agents to publish the student's image, name and other identifying information, together with any participation in College activities in any form including printed and internet publications unless you advise otherwise in writing. You may revoke this consent in writing at any time. In some instances, this material may be used after a student has left the College.
- 8.14. If you have a concern about privacy matters, you may address the concern to the Privacy Officer at the College.
- 8.15. The College shall retain information collected for the period mandated under the education and training sector retention and disposal schedule. Information and documents may be destroyed (at the College's discretion) after the student turns 21 years of age.
- 8.16. You consent to the College storing Personal information including Sensitive Information offsite and perhaps stored electronically within the cloud. We will, as far as possible, seek to store information on Australian servers predominantly. You accept that there may be occasions when data is stored on either servers in the United States of America or Europe.

9. Termination

- 9.1. This Enrolment Contract does not terminate simply because the student reaching the age of 18 years of age, and shall continue until either the student completes their schooling, or one of the parties chooses to terminate this agreement pursuant to these termination provisions.
- 9.2. You may terminate this enrolment contract if the fees increase for a year by more than 10 % the fees payable for the preceding year provided that you provide us with notice in writing to us within fourteen (14) days of receiving notification of the fee increase.
- 9.3. 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.
- 9.4. You may also terminate this enrolment contract for any reason provided that you provide us with at least 1 terms notice. If you do not provide us with one term's notice, you must nevertheless pay to us the fees for that term (or alternatively, if a bond has been collected, forfeit the bond). We commit resources on the basis of confirmed enrolments and will suffer loss from inadequate notification of termination.
- 9.5. If the student is excluded from the College, you may be required to pay fees for the whole of the term in which the student is excluded, and no refund of fees paid for the term in which the student is excluded will be given.
- 9.6. We may terminate this contract by notice in writing to you, with immediate effect if:
 - 9.6.1. The student ceases to attend the College on a regular basis without reasonable explanation;
 - 9.6.2. you have failed to pay any sum of money which is owed to the College, and arrangements acceptable to us for payment have not been made; or
 - 9.6.3. we decide that we do not wish to continue the contract for the following school year for any reason, and give you at least one clear term's notice
 - 9.6.4. the student is excluded from the school;
 - 9.6.5. mutual trust and confidence between us breaks down;
 - 9.6.6. co-operation between the parties breaks down; or
 - 9.6.7. you engage in conduct that is:
 - 9.6.7.1. unacceptable having regard to the behavioural expectations in this Contract or the College's policies and procedures;
 - 9.6.7.2. inconsistent or incompatible with the mission, values, or policies of the College; or
 - 9.6.7.3. prejudicial to the interests or reputation of the College;
 - and you have not responded to the College or their nominee (including the solicitors of the College where applicable) a request for an explanation or apology or rectification of the issue within a reasonable time;

10. Variation

- 10.1. The parties may agree to vary this Enrolment Contract by way of written agreement between the parties.
- 10.2. The College may unilaterally amend the terms of this Contract by giving 1 term's notice in writing to you, such notice to include the details of the amendments proposed.

10.3. You shall be deemed to have accepted the amendment to this Contract upon the first payment of school fees made in the term immediately following notice having been given by the College of the amended terms of this contract.

11. Disclosure and Warranties

11.1. You warrant that:

- 11.1.1. You have read the completed Application for Enrolment submitted to us, and it is accurate and complete in all respects;
- 11.1.2. You have read this enrolment contract carefully and fully understand your obligations in it;
- 11.1.3. The enrolment of the Student is with the agreement and consent of each person who exercises parental responsibility for the student, unless you have advised us otherwise in writing;
- 11.1.4. You support the College Ethos as expressed in the College Statement of Faith and understand that all education and activities will be conducted by the College in a manner consistent with the Statement of Faith;
- 11.1.5. You have read and understood the College Policies and will comply with these policies as they exist at the time of signing this contract and any variation made to the policies by the College to take into account changes in law, technology our operations and practices and the environment, and support the College in its adherence to, such policies. College policies are not incorporated into the Enrolment Contract. You will ensure that you have discussed the policies with the student; and
- 11.1.6. You understand a failure to comply with your obligations, including that a failure to complete the Application documents honestly, completely and correctly, or to make full disclosure, may result in the immediate termination of this Enrolment Contract by the school 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.

12. General

- 12.1. You agree that this contract is the whole agreement between the parties, and sets out the relationship between the parties in respect to the education of the student, including but not limited to times when the Student is at the College Campus, attending College Camps, excursions, functions and co-curricular activities. This contract (as amended from time to time) will be binding and remain in force for the duration of the Student's enrolment at the College.
- 12.2. Failure or omission by a party to enforce or require strict or timely compliance with any provision of this Contract shall not affect or change that provision in any way or the rights of a party to avail themselves of the remedies they may have in respect of any breach.
- 12.3. This Enrolment Contract will be governed by the laws of Queensland and the parties agree that they will submit to the non-exclusive jurisdiction of the Courts of Queensland and the Federal Court and Courts entitled to hear appeals from those Courts.
- 12.4. 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.
- 12.5. The parties agree to be bound by this contract by the exchange of hard copy, scanned and emailed, scanned and uploaded, or faxed, signed copies. This Contract may also be exchanged in counterparts and the parties agree to be bound on the exchange of signed counterparts.
- 12.6. Time is of the essence of this agreement.
- 12.7. In this Agreement, except where the context otherwise requires:
 - 12.7.1. the singular includes the plural and vice versa and a gender includes other genders;
 - 12.7.2. a reference to a party to this Agreement or any other document or agreement includes its, his or her administrators, executors, successors and permitted assigns;
 - 12.7.3. a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

where a party comprises two (2) or more persons, an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons.

SIGNING

All parents/guardians are required to sign this Enrolment Contract.

Parent / Guardian 1	Parent / Guardian 2
Full name	Full name
x	x
O'm of m	O'man a famo
Signature	Signature
Date / /	Date / /
Other caregiver	Other caregiver
Full name	Full name
x	x
Signature	Signature
Date / /	Date / /