

STUDENT ENROLMENT AGREEMENT (Enrolment Contract)

1. Synopsis:

This document is a Contract between Westside Christian College (hereafter referred to as “the College”) and the parents of the student being enrolled in the College. In this agreement the College agrees to enrol and educate the child on the conditions that the parents of the child being educated agree to this contract.

2. Definitions: In this Contract and the Schedule -

“Parent” and “Parents” – shall mean and include:

- (a) The parent or parents with whom the student normally resides;
- (b) A person or persons who has or have been appointed as a legal guardian of the student pursuant to a will or pursuant to an order of the court; and
- (c) A person or persons vested with the responsibility for the students day-to-day care by virtue of a Parenting Order under the Family Law Act 1975.

“One Terms Written Notice” means Notice given in writing on or before the first day of a Term and expiring at the end of that Term.

“Fees in lieu of Notice” means fees payable in circumstances where the parents have not given a Term’s Written Notice. The fees are calculated in full at the rate applicable for the next term following the withdrawal and are not limited by any concessions.

“College” – a reference to the “College” shall, as far as the context permits, be read as to mean Westside Christian College - Goodna, the Board of Westside Christian College and also the Principal of the College and to any person exercising the delegated authority of the Board of the College or the Principal.

“We” means the Board and Staff of Westside Christian College.

“Westside Christian College” is the trading name for the Association for Parent Controlled Christian Schools at Brisbane trading as Westside Christian College with the ABN 71 256 484 996. In this document Westside Christian College is referred to as “the College”.

“You” means the parent or parents of the student as defined above.

Primary Campus

110 Stuart Street, Goodna Q 4300
T: (07) 3437 9001
F: (07) 3437 9011

Secondary Campus

(including Kindergarten)
65 Stuart Street, Goodna Q 4300
T: (07) 3437 9000
F: (07) 3437 9010

P: PO Box 282, Goodna Q 4300
E: admin@wcc.qld.edu.au
W: wcc.qld.edu.au
ABN 71 256 484 996

3. Parties to the Agreement

This Student Enrolment Agreement is between:

Westside Christian College at 65 Stuart Street Goodna 4300 and signed by its authorised representative being the Principal or his/her delegate,

And

The parents/guardians of :

Student Name(Student)

Year Level of Entry **in 20**

Being the son/daughter of:

Family Name

Father/Guardian 1's Surname **Given Name**

Mother/Guardian 2's Surname **Given Name**

Address

Suburb **State** **Postcode**

4. Education

We 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.

You agree that you have read the "Statement of Endorsement" which is attached to this Agreement in **Schedule 1** and that you understand and endorse the "Statement of Endorsement".

We will provide to further the students education. We do 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.

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

The College requires that the parents of the student willingly commit to the education of their child within the ethos of the College, that they will not denigrate or "test" the ethos, and that accordingly, they can in good faith, sign the Student Enrolment Agreement as partners of the College.

Kindergarten, Prep, Primary and Secondary Education in a caring Christian environment

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We expect that you will be responsive to the informed educational recommendations of the school in regard to the student's educational progress.

You agree to provide the required resources for use of your child at College and at home to ensure your child is able to fully take advantages of the educational advantages offered to him/her at the College.

You agree that your child, being a student at the College, will have access to both the internet and the web both at home and while at the College. You agree to support the College in enforcing the rules regarding both internet use and web based learning management systems, including the possible loss of internet privileges for disciplinary reasons. Furthermore, while every effort will be made by the College to restrict access no absolute guarantee is given that students will not encounter offensive material. You agree that the use of electronic mail is a privilege and that students do not have a right to absolute privacy in relation to messages sent or received via the College email.

5. Disclosure of Information

You agree that you have supplied all documentation and information requested at the time of application for your child as a condition of enrolment, including the following:

- Full and frank disclosure of the student's previous education or interrupted education, disabilities and learning difficulties
- Behaviour issues
- Medical condition and safety issues
- Court orders and parenting arrangements

You agree that where the College needs to make adjustments to support a student's learning, the College has the prerogative to include the student's details in the government data collection relating to students with special needs (disability)

During the course of the student's enrolment, you acknowledge that the process of identifying , diagnosing and verifying of student's special needs ("disability") is the mutual responsibility of the parent/guardian and the College.

You accept that failure to disclose all relevant information may result in cancellation of an enrolment.

You accept that you have an obligation to keep the College informed of any changes that may affect the student's life at the College, including:

- Changes to family circumstance (e.g. separation or divorce);
- Changes to the address or addresses or contact details of the parents/guardian;
- Changes to emergency contacts;
- Any court orders, including Family Court orders, which deal with parental responsibility for the student, the education of the student or otherwise limit the contact or communication which one parent or other person has with the student.

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Changes in marital circumstances can cause confusion for the College when dealing with parents or guardians. 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).

However, if there is a Court Order or other agreement which specifically alters or prevents a person/parent from spending time with, communicating with or otherwise having contact with the student, that Order must be provided to the College. The obligation of providing such a Court Order lies with parents.

Despite the College being provided with copies of any such orders, the College does not assume responsibility for the parents complying with those orders.

6. Uniform

You agree to support the College uniform policy, and accept that the student must present appropriately and must wear the correct College uniform as a proud student of the College and at all times when wearing the uniform act in a way that reflects well on the College.

7. Health

You assure us that you have given us full information about the health of the student when submitting this Student Enrolment Agreement. You will let us know if there is any improvement or deterioration in the health, physical abilities, or psychological conditions of the student while the student is at the College.

You are required to inform the College promptly in writing of any existing or potential special needs of the student, including any physical disability, learning support requirements or dietary or health considerations. It being acknowledged that the College cannot always meet these requirements, the College reserves the right to refuse any enrolment or to cancel any enrolment where the College believes, in its absolute discretion, that the applicant has not disclosed fully the needs of the student/s, or that the College is unable to provide the requisite level of facilities for the education and care of the student.

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

8. Communication

The College will provide information about the student to the parents signing this Student Enrolment Agreement residing at one address. Under the Australian Education Act 2013 s77(2)(f) and the Australian Education Regulation 2013 s59, the College will provide reports to “persons having responsibility” for the student. In the absence of a court order, the College will provide these reports to the student’s natural parents.

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The people signing this Student Enrolment Agreement may request other arrangements relating to the provision of information about the student by giving notice in writing to us. You may request or approve other arrangements relating to the provision of information about the student by giving written notice to us, and paying any additional fees that may be required.

To communicate efficiently with parents, and as a cost saving measure, we will communicate with parents at the email addresses provided 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.

You are required to inform the College promptly in writing of any alteration of address, email addresses or any other particulars set out in your application, should such occur during the student's enrolment at the College.

Where communication is to be with the entire College community or with identifiable sections of the College community, the communication may be effected through the College website. We will display on our website the policies and rules with which you and the student are expected to comply.

You agree that you have access to the internet and will continue to read and understand all the conditions of enrolment, rules, regulations, policies and requirements as set out on the College web site for parents and students;

You agree that the College rules, regulations and policies will change from time to time and you agree to abide by these changes. Where policy, rule and regulation changes affect parents these will be published within a reasonable notice period;

9. Fees

At the time of application, a non-refundable Registration Fee is payable.

At the time of acceptance of an offer of enrolment, a non-refundable Student Confirmation Fee is payable. Unless the Student Confirmation Fee is paid the enrolment of your child at the College will not proceed.

We will determine the fees for each term before the commencement of the term to which the fees apply. The Colleges Fees and Charges are published annually in the Colleges Credit & Charges Policy which you agree to abide by.

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 invoice for the fees. If fees are not paid by the due date for payment, then either interest may be charged or late fees charged on the fees from the date for payment until the fees are paid in full.

You agree that non-payment of monies owing will also entitle the College to cancel this contract of enrolment and terminate your student's enrolment.

If you terminate this Student Enrolment Agreement for any reason other than our breach of the agreement then you must provide us with at least one terms written notice.

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If you do not provide us with one term's written notice, you must nevertheless pay to us one full term's fees in lieu of notice. The College commits resources on the basis of confirmed enrolments and will most likely suffer loss from early termination. It may have difficulty filling the student's position at short notice.

If we expel the student or terminate the student's enrolment for non payment of Fees & Charges, you must pay fees for the whole of the term during which the student is expelled or the student's enrolment is terminated.

Each parent/guardian, as the case may be, is jointly and severally liable for the payment of fees and shall also be liable to the College for payment of any default charge or charges, including but not limited to commercial agent's fees, any legal fees and charges assessed on a solicitor and own client basis and incurred or payable by the College, and any other fees howsoever incurred by the College as a result of the non-payment of fees and charges when due and payable by the parent/s or guardian/s.

10. Discipline

You must comply with the policies and rules we adopt 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.

We may discipline the student for failure to comply with directions given by a person in authority or for failure to comply with the College's school policies and rules. These failures may occur on or off the College campuses. 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.

Where discipline may involve expulsion of the student, the Principal or Acting Principal will not expel the student until the allegation of misconduct has been put to the student or the Student's representative and the student has been allowed an adequate opportunity to respond.

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. We may confiscate forbidden or dangerous property.

11. Indemnity

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.

12. Excursions

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

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The College endeavours to provide all necessary supervision during such activities however it shall not be held responsible for any loss or damage to property, loss of life, injury or illness suffered or occasioned as a result of a student's attendance at the College or the student's involvement in College activities, sports, camps and excursions.

13. Privacy

You agree that you have read and understood the College's Privacy policy.

We collect personal information about students at the College, 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. You consent to the personal information being used for educational and ancillary purposes including the marketing of the College.

Any medical information will be used discretely and in accordance with the College's privacy policy. The privacy policy may be viewed on our website. We will provide a hard copy of the privacy policy to anyone who requests it.

The College understands that in certain cases, due to privacy requirements of a family there may be some conditions of enrolment that may need to be negotiated. In these cases the College is happy to discuss these matters with the parents concerned and adjust the Student Enrolment Agreement. In these cases an official notification document will need to be signed between the parents and the College so that the agreement may be included on the appropriate register. In the case where agreement cannot be reached to the satisfaction of the College then the parents agrees to give the required notice to the College for the withdrawal of their child.

You agree that the College may use any image of the student held by the College in respect of any advertisement or promotional material, including and any prospectus, advertisement or electronic mediums and shall indemnify the College in respect of any claim by the parent or student arising out of the publication of any such image.

A separate consent will be sought from parents if a student is asked to be identified for promotional or marketing purposes.

The College may engage a third party service provider for storage of data (example: Microsoft Cloud). These third party servers may be located outside of Australia. Due diligence will be exercised in the process to identify and engage providers who are reputable to provide secure facilities. The College will endeavour to ensure that information is held securely with these providers.

Please note the College's "Standard Collection Notice" is contained in Schedule 2 of this document.

14. Contract

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

You agree that you (either the one parent or both parents depending on who signs the contract) are liable and will remain liable for the payment of fees (e.g. whether you are separated or not), for as long as the child remains enrolled.

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You agree that you have read and understood, and have had ample opportunity to seek clarification on any term or condition which has not been explained to your satisfaction, the entire terms and conditions of this Student Enrolment Agreement and agree to be bound by this contract while your child is enrolled as a student of the College.

15. Termination

We may terminate this contract if:

- We expel the student from the College;
- The enrolment of the student is cancelled;
- We decide at the end of a College year that we do not wish to continue the contract for the following College year for any reason
- Mutual trust and the condition that both we and you work in partnership and co-operation in the best interests of the College breaks down;
- You are in breach of this contract and you fail to remedy the breach within a reasonable time after notice from us requiring you to do so;
- There is a failure of the student to attend the College on a regular basis.

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 the contract, with one clear term's notice to us in writing, when:

- We are in breach of the contract and we fail to remedy the breach within a reasonable time after notice from you requiring us to do so

It is expected that termination by either party would follow only after communications and efforts to remedy the issues of concern.

16. Applicable Laws (Jurisdiction)

This agreement shall be governed, construed and interpreted in accordance with the laws of Queensland and the parties hereby submit to the jurisdiction of the courts of Queensland.

17. Notices

A notice shall be in writing and may be served by any means permitted by Law, including by post, by facsimile, or by email, or a notice in the College weekly notices in Reflections, and sent to the party to whom it is addressed. A notice is taken to be given;

- if posted, on the third day after posting; and
- if sent by facsimile or email, on the next business day after it is sent unless the sender is aware that the transmission is impaired.

18. Amendments

This Student Enrolment Agreement is a generic contract and will be amended from time to time. Amendments to the contract will be notified to parents in advance and shown on the College Website under the "Enrol Now" section.

Any special amendments in the Student Enrolment Agreement that apply only to a family will be required to be made in writing and signed for by both the parents and the College.

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19. Electronic Communications

The College and the parents agree that all agreements, notices, disclosures and other communications that the College or the parents provide electronically satisfy any legal requirements that such communications be in writing.

20. Severability

If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.

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21. Schedule 1.

STATEMENT OF ENDORSEMENT

The following statement must be agreed to by parents as part of the “Student Enrolment Agreement” where you are applying for enrolment of your child at Westside Christian College.

You understand and endorse the following:

1. that the foundation upon which Westside Christian College is based is the Bible, which is held to be in its entirety the infallible revelation of God, interpreted in the following confessions of the Reformation: The Three Forms of Unity, The Westminster Confession, The Baptist Confession of Faith 1689 and the Thirty-Nine Articles of the Church of England;
2. that the College holds certain truths to be fundamental and self evident teachings of the Bible, a summary of which you have read in the Westside Christian College web site (www.wcc.qld.edu.au) in the “Enrolments” section;
3. that this Protestant theological basis will form the foundation of all the education your child will receive as a student at Westside Christian College;
4. that as a result of this Protestant theological basis certain attitudes and behavioural standards are expected, including:
 - That all students participate in, and parents support the spiritual programs of the College;
 - That the religious sensibilities of others will be respected, with particular reference to blasphemy and irreverence;
 - That the tenets of Christian ethics and morality are supported and respected by students and parents; and
 - That the authority of College staff is respected and submitted to by students and supported by parents;
5. that the Mission of Westside Christian College is, “with humble reliance upon the grace of Almighty God, to nurture its students in the fear and admonition of the Lord and to develop toward full potential the gifts, skills, talents and creativity the Lord has given each student, so that its students may:
 - individually confess Jesus Christ as Lord and Saviour and determine to follow and obey Him all the days of their lives;
 - be morally and socially responsible before the Lord;
 - be self-disciplined and knowledgeable;
 - be prepared for further learning;
 - be employable; and
 - be capable of enjoying life in God’s kingdom.
6. that enrolment of your child at Westside Christian College is conditional upon their full participation in the complete range of the College curriculum and activities, including those of a specifically religious nature.

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22. Signing the Agreement

I/We have read the Student Enrolment Agreement and accept the terms and conditions as set out in the Agreement, and agree to be bound to this agreement until it terminates.

Parents

Parent 1/Guardian 1 Name
(Please print clearly)

Parent 1/Guardian 1 Signature

Date

Parent 2/Guardian 2 Name
(Please print clearly)

Parent 2/Guardian 2 Signature

Date

Witness to the Parent's Signature (staff at Westside unable to witness)

Name:

Address:

Signature:

Date:

College Authorised Officer

Name:

Signature:

Witness Name:

Witness Signature:

Date:

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Together with the attached letter this Student Enrolment Agreement constitutes the offer of a place to your child at the College in the year level indicated.

This Student enrolment Agreement has been signed by the College and will remain open until the date set out in the attached letter.

Would you please sign both copies of the Student Enrolment Agreement and return one signed copy of the Agreement together with payment of the Student Confirmation Fee (if not already paid electronically through the payment gateway on the College Web site) to:

The Enrolments Office
WESTSIDE CHRISTIAN COLLEGE
PO Box 282
Goodna QLD 4300
65 Stuart Street, Goodna 4300
Tel: (07) 3437 9000

Please ensure you retain one copy for your own records.

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Schedule 2

STANDARD COLLECTION NOTICE

To: Parents and Guardians of Students at Westside Christian College

1. The College collects personal information, including sensitive information about students and parents or guardians before and during the course of a student's enrolment at the College. This may be in writing or in the course of conversations. The primary purpose of collecting this information is to enable the College to provide schooling to the student and to enable them to take part in all activities of the College.
2. Some of the information we collect is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.
3. Laws governing or relating to the operation of a College require certain information to be collected and disclosed. These include relevant Education Acts, and Public Health (and Child Protection) laws.
4. Health information about students is sensitive information within the terms of the Australian Privacy Principles under the Privacy Act. We may ask you to provide medical reports about students from time to time.
5. The College from time to time discloses personal and sensitive information to others for administrative and educational purposes, including to facilitate the transfer of a student to another College. This includes to other Colleges, government departments, (Catholic Education Office, the Catholic Education Commission, the College's local diocese and the parish, Colleges within other Dioceses/other Dioceses), medical practitioners, and people providing services to the College, including specialist visiting teachers, (sports) coaches, volunteers and counsellors.
6. Personal information collected from students is regularly disclosed to their parents or guardians.
7. The College may store personal information in the 'cloud' which may mean that it resides on servers which are situated outside Australia.
8. The College's Privacy Policy sets out how parents or students may seek access to personal information collected about them. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the student, or where students have provided information in confidence.
9. The College Privacy Policy also sets out how you may complain about a breach of privacy and how the College will deal with such a complaint.
10. As you may know the College from time to time engages in fundraising activities. Information received from you may be used to make an appeal to you. (It may also be disclosed to organisations that assist in the College's fundraising activities solely for that purpose.) We will not disclose your personal information to third parties for their own

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marketing purposes without your consent.

11. On occasions information such as academic and sporting achievements, student activities and similar news is published in College newsletters and magazines (and on our website). Photographs of student activities such as sporting events, College camps and College excursions may be taken for publication in College newsletters and magazines (and on our website). The College will obtain separate permissions from the students' parent or guardian prior to publication. (We may include students' and students' parents' contact details in a class list and College Directory).
12. If you provide the College with the personal information of others, such as doctors or emergency contacts, we encourage you to inform them that you are disclosing that information to the College and why, that they can access that information if they wish and that the College does not usually disclose this information to third parties.

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