



CHANEL COLLEGE  
*Justice Respect Compassion*

## Terms and Conditions

<b>Student Family Name</b>	<b>Student Given Name(s):</b>
<b>Guardian Family Name:</b>	<b>Guardian Given Name:</b>

### 1. Ethos & Governance

- 1.1. You seek a Catholic education for Your Student and support the Christian values of the School, the religious education and other school initiatives that actively espouse and promote Christian values.
- 1.2. You understand that Your Student is reasonably expected to participate in and support School faith activities and respect the religious principles and practices of the School.
- 1.3. The School is operated by the Roman Catholic Trust Corporation for the Diocese of Rockhampton represented by Catholic Education Diocese of Rockhampton and the Principal has delegated authority to accept or reject this Application and if accepted, these terms and conditions constitute the terms and conditions of the Student's enrolment.

### 2. Applicant's Obligations

- 2.1. You agree:
  - a. to encourage Your Student to attend School during School hours at all times during the Term;
  - b. to seek consent from the School for Your Student's early departure during School hours, or for periods of non-attendance during the Term;
  - c. to notify the School if Your Student does not live with You, or in Your care;
  - d. if there is a change in your role as the Student's parent, carer or legal guardian, then You must notify the School as soon as possible and provide any documentation evidencing the change;
  - e. if You are more than one person; to not, unnecessarily involve the School in disputes between yourselves;
  - f. to inform and keep the School informed of any additional needs of Your Student including any assistance requirements, learning support requirements, dietary or health requirements;

- g. to communicate with the School, its staff, students, parents and other stakeholders in a respectful and courteous manner using appropriate methods of communication;
- h. to encourage Your Student to wear the School uniform in an appropriate manner in accordance with the School values;
- i. to support and encourage Your Student to abide by the Policies and Procedures and the School's administration of same;
- j. that the School determines when (within normal school hours), how and who provides the education services to Your Student;
- k. to encourage Your Student to attend all compulsory subjects and activities as determined by the School from time to time;
- l. that the School may determine which subjects and activities are offered by the School from time to time and which subjects or activities are compulsory or non-compulsory; and
- m. to support and encourage Your Student to take part in the School's Catholic faith based activities and to respect the religious principles and practices of the School.

### **3. Security & Safety**

3.1. You acknowledge, understand and agree that:

- a. the School seeks to maintain a safe learning environment for all students and staff;
- b. the Principal may, at any time and without any reason; search the Student's possessions including any bag, locker, mobile device, computers and storage devices;
- c. the School may confiscate and retain (and pass to the relevant authorities if necessary) from Your Student any articles, materials or personal property that the School may determine are illegal, forbidden or dangerous;
- d. You (or any of your authorised delegates) must collect the Student, visit and attend the School in accordance with the School's Security Procedures;
- e. the Student's personal property is not insured by the School;
- f. the School is not liable for and you release the School from any liability, loss or damage to the Student's personal property; and
- g. the School may use surveillance devices, including sound recording devices, image recording devices and surveillance software on School electronic devices and on the School grounds.

3.2. You indemnify the School against and release the School from:

- a. loss of or damage to You or the Student's property and claims in respect of personal injury or death or loss of, or damage to, any other property arising out of or as a consequence of You or Your Student failing to properly carry out You or the Student's obligations under this Agreement; and

- b. any other cost, expense, loss, damage or other liability suffered or incurred by the School, including any third party claim, caused by a breach of this Agreement by the Student or You.

but the indemnity will be reduced proportionally to the extent that any negligent act or negligent omission of the School caused the injury, death, loss, damage, cost, expense or liability.

- 3.3. You will be responsible for the costs of repairing or replacing any damage to School property (including building, grounds, plant or equipment) that is caused by the Student or You.

#### **4. Privacy**

- 4.1. The School collects and manages personal information (as defined in the Privacy Laws) about Students at the School in accordance with the School's Privacy Policy. The primary purpose of collecting the information is to enable the School to use it for all actions connected with educating Your Student.
- 4.2. You agree that Your personal information and the Student's personal information may be used for educational and ancillary purposes, unless otherwise reasonably requested by you in writing. This may include disclosure to other schools, educational institutions, accreditation and assessment agencies and so on.
- 4.3. You agree that the School may make any enquiry at any previous/current school/s attended by Your Student and that the School may request a transfer of documents in accordance with the *Education (General Provisions) Act 2006 (Qld) s 386, 387 and 388*.
- 4.4. You will provide the School with any information it requires with respect to You or Your Student from time to time; including personal information about Your Student, their education and information about Your financial position.

#### **5. Consent from Parents**

- 5.1. This clause 5 applies only if there is more than one of You.
- 5.2. You agree that the School may act upon the instruction, direction or authority of either of You in regard to any issue regarding the Student without obtaining the consent of both of You unless, and to the satisfaction of the Principal:
  - a. A written consent to do otherwise is provided by both Parents; or
  - b. You both provide conflicting instructions (in which case the Principal will take no action until a decision is made); or
  - c. A court order directing otherwise is provided to the School.

#### **6. Illness, Injury and Medical Assistance**

- 6.1. *If the Principal determines that an emergency exists* and You are unable to be contacted within a reasonable amount of time, then You authorise the Principal to (on behalf of You and at Your expense):
  - a. Arrange and consent to any medical assistance, treatments or procedures (including the administration of any medication, anaesthetic or blood transfusion) as the Principal determines is reasonably necessary for the Student's good health;

- 6.2. You are solely responsible for any dental, medical, hospital and other expenses that arise as a result of an injury or illness sustained by the Student while he or she participates in any activity at the School or organised by the School. You are solely responsible for obtaining insurance to meet the costs of any such injury or illness.
- 6.3. You indemnify and release the School from any claim, loss, expense or damage of any nature, including financial loss and all legal costs and expense on a full indemnity basis; suffered or incurred by You or the Student arising out of or in connection with any act or omission of any person acting pursuant to this clause 6 including any medical practitioner or nurse whether employed by the School or not.

## 7. Consents

### 7.1. Media Consent

- a. If you have selected YES on the Media Consents tab, then:
  - i. You consent to the School using in full or in part and without compensation; the Student's name, image, recording or the Student's written, artistic or musical works (the "Material") held by the School for inclusion in any advertising or promotional materials including the School website, newsletter, social media, marketing campaigns or promotional materials;
  - ii. You release the School for all liability, loss, damage or injury that You or the Student may sustain as a result of the publication by the School of any of the Material pursuant to clause 7.1(a) (i); and
  - iii. You may withdraw this consent at any time by providing a notice in writing to the School, however no compensation will be given for any use of the Material prior to withdrawal of the consent and the School will not be required to withdraw or cease any active marketing campaign using the Material, or recall or remove any of the Material from any other document, location or instrument where the Material is published.

### 7.2. Information Sharing Consent

- a. If you have selected YES on the Information Consent tab, then:
  - i. You consent to the School sharing the Student and Your name, address, telephone numbers and occupation to the School's affiliates, including any Parent's and Friends Association, Parent Network, Past Student's Association sporting and cultural groups; and
  - ii. You understand that the organisations that the School may pass this information to may not be controlled by the School and once the information is passed, the School may not be able to control how the information is used.

### 7.3. Category A Activity (day or shorter) Consent

- a. A Category A Activity includes any syllabus, sporting or extracurricular activity approved by the Principal which is typically a day or shorter in length and may include a travel component;
- b. You consent to the Student participating in all Category A Activities the School may offer

from time to time. The School is not required to seek any further consent from You with respect to a Category A Activity; and

- c. You will contact and notify the School prior to the relevant Category A Activity, if the Student is unable to participate in a particular Category A Activity.

7.4. Category B Activity (longer than a day)

- a. The School may, if it deems it necessary, seek a specific consent from You for the Student to participate in any Category B Activity; and
- b. A Category B Activity includes any syllabus, sporting or extracurricular activity approved by the Principal which involves an overnight stay component, long distance travel or involves a high risk activity.

**8. Making payments under this Agreement**

- 8.1. You must pay the Fees within 14 days of the date of a Statement of Account issued by the School. Or within 30 days of the date of a Statement of Account if billed annually.
- 8.2. Fees means all fees and levies charged by the School pursuant to the Schedule of Fees, which can be accessed at <http://www.rok.catholic.edu.au>, any fees charged pursuant to any other agreement in place between the School and You and any fees charged otherwise pursuant to this Agreement.
- 8.3. The School may vary the Fees provided that:
  - a. any change in Fees will be notified to Applicant in writing via a method determined by the School acting reasonably, including any School newsletter, letter or other communication; and
  - b. the change will not be implemented until after the end of the Term in which the Notice is given and if Notice is given during a School holiday, then the change will not be implemented until after the end of the Term, immediately following the holiday period in which the Notice is given.
- 8.4. If School Fees are not paid by the due date for payment, the School (at its election and subject to any debt collection procedures, the School may choose to activate):
  - a. may suspend or terminate this Agreement;
  - b. may charge default interest on the outstanding amount at the rate of 10% per annum;
  - c. may restrict Your Student's participation in activities, sports, camps, excursions and retreats;
  - d. may charge a reasonable additional fee where Fees are paid after the due date to compensate the School for the loss that it has suffered because the Fees were not paid by the due date; and
  - e. may charge any legal fees or other costs on a complete indemnity basis incurred by the School in any action taken to recover the Fees.
- 8.5. Without creating an obligation for the School to do or not do anything, the School acknowledges

that the above steps are applied with Christian values, as far as is reasonably viable for the School.

- 8.6. Regardless of whether the Application is accepted or not accepted, the Enrolment Application Fee is non-refundable.
- 8.7. If the Student is absent during a School Term for any reason, then there is no concession of the Fees for the absence, unless agreed in writing by the Principal. You may request a concession of Fees for absences or early termination of the Agreement during a Term and this may be granted by the Principal at their complete discretion. Hardship cases will be given careful consideration.

## **9. Term, suspension and termination of this Agreement**

- 9.1. This Agreement terminates:
  - a. On completion of the Student's education;
  - b. By You with written notice to the School at least two weeks prior to the end of Student's final term. Failure to provide such notice will entitle the School to charge a late termination fee which is to be an amount determined by the School acting reasonably, but in any event, will not exceed one full Term's School Fees; and
  - c. By the School if the School determines that:
    - i. the Student fails to comply with the Policies and Procedures;
    - ii. You breach this Agreement;
    - iii. You fail to disclose information reasonably requested by the School,and the School is not required to refund Fees if the Agreement is terminated part way through the Term, though the School Principal may decide otherwise in writing with You.
- 9.2. Termination of this Agreement does not affect any rights accrued before termination.

## **10. General Matters**

- 10.1. Except for the express warranties set out in this Agreement and except to the extent that applicable law provides otherwise, the School disclaims all warranties. To the maximum extent permitted by applicable law, all conditions and warranties that would be implied (by statute, general law, custom or otherwise) are expressly excluded.
- 10.2. If any condition or warranty is implied into this Agreement under the *Competition and Consumer Act (Cth)*, or under any equivalent legislation, and cannot be excluded, the liability of the School for breach of the condition or warranty is limited to one or more of the following, at the option of School:
  - a. the supplying of the services again; or
  - b. the payment of the cost of having the services supplied again.
- 10.3. The School may change these conditions, provided it gives You written notice and that the new conditions take effect at the end of the Term in which the notice is provided, or if notice of the

change is provided during a School holiday, then the new conditions will take effect after the end of the Term following the School holidays.

- 10.4. If the Applicant decides to change the terms of the enrolment, including particularly, the parties to the Enrolment Contract, the Applicant understands that those changes may only be agreed with the written consent of the School.
- 10.5. You agree that:
  - a. this Application is a pre-requisition for enrolment but is not a guarantee of enrolment;
  - b. this is an Application for Enrolment that must be signed by You (and if more than one of You, by each of You); and
  - c. The School may offer a place to any Student at its complete discretion.
- 10.6. You consent to the use of electronic communication with relation to this Agreement, including the submission of this document as an offer, any acceptance by the School of this offer and the performance of any subsequent agreement.
- 10.7. Nothing in this document creates any obligation on the School to accept the Application and create an Agreement.
- 10.8. This Agreement is governed by the laws of the State of Queensland and the Commonwealth of Australia.

## 11. Words defined in this Agreement

- 11.1. The following words are defined in this Agreement:
  - a. **You/your** means the person/people named as Applicants in the Application.
  - b. **Application** means the Application for Enrolment accompanying these Conditions.
  - c. **Agreement** means these Conditions, the Application and any schedules and annexures.
  - d. **Conditions** means these Enrolment Agreement conditions.
  - e. **Policies and Procedures** means the School's policies, procedures, rules and directions which are written, or verbal and are published and varied from time to time at <http://www.rok.catholic.edu.au/about-us/policies-publications/>
  - f. **Principal** means the principal of the School and includes any person appointed by the Principal to carry out obligations under this Agreement.
  - g. **Privacy Law** means the *Privacy Act 1988 (Cth)*, the Australian Privacy Principles and any other applicable privacy legislation.
  - h. **School** means the school named on the Application.
  - i. **Student** means the person named as the Student in the Application.
  - j. **Term** means a school term as published at <http://www.rok.catholic.edu.au/catholic-schools/>

**12. Reading this Agreement**

12.1. Unless the context requires otherwise, these provisions apply when reading this Agreement:

- a. A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this Agreement, their substitutes and assigns;
- b. An Agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of and binds them both jointly and severally,
- c. Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning,
- d. A reference to the plural includes a reference to the singular and vice versa, and
- e. A reference to a party means a person who is named as a party to this Agreement.

PARENT/GUARDIAN/CARER NAME:

PARENT/GUARDIAN/CARER NAME:

CHILD'S NAME:

GUARDIAN SIGNATURE:.....DATE: .....

GUARDIAN SIGNATURE:.....DATE: .....

PRINCIPAL:

PRINCIPAL SIGNATURE: .....DATE: .....

Please return to: Mrs Jo Constable at enrolments@chanelcollege.qld.edu.au