



## ENROLMENT CONTRACT

Please read carefully, complete the student and parent/carer details below, sign and return this contract with the Application for Admission. It will be returned, signed by the School, at the time an offer for enrolment is made as your copy of the contract between the two parties.

**Student (full name)**

.....("Student")

**Parent Carer 1 (full name)** .....

**Parent Carer 2 (full name)** .....

*(parents/carers 1 and 2 are referred to as "you")*

After reading the School's enrolment documentation and discussion with the Principal or his/her representative at interview, you understand the full extent of the School's activities and expectations.

### 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 we will provide to further their education.

We will provide to further their 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.

### Health

You assure us that you have given us full information about the health of the student when applying for enrolment. This information includes any psychological or psychiatric assessment details where required. You will let us know if there is any change in the health or physical abilities of the student while the student is at the school which may require special consideration of their education needs.

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

### Communication

The school will provide information about the student to both natural parents of the student and to any other person signing this enrolment contract. Under the Australian Education Act 2013 s59, the school will provide reports to "person's having responsibility" for the student. In the absence of a court order, the school will provide these reports to the student's natural parents. The people signing this enrolment contract may request other arrangements relating to the provision of information about the student by giving notice in writing to us.

To communicate efficiently with parents, and as a cost saving measure, we will communicate with parents at the email addresses they provide to us. If you do not provide an email address or if you request in writing that we provide information other than by electronic means, we will communicate by the other means reasonably requested. In this contract "written" includes communication by email.

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

We will display on our website the policies and rules with which you and the student are expected to comply.

### **Fees**

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

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 you do not pay fees by the due date for payment, we may charge interest on the fees at 12% per annum from the due date for payment until they are paid.

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

If you terminate this enrolment contract for any reason other than for:

- our breach; or
- because of an increase in fees within the time limited by this contract,

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

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

### **Discipline**

You must comply with 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 school policies and rules. These failures may occur on or off the school campus. The Principal or acting Principal may expel the student from the school 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 allegations of misconduct have been put to the student or the student's representative and the student has been allowed an adequate opportunity to respond.

We may search 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.

### **Indemnity**

You indemnify the school 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.

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

### **Privacy**

We collect personal information about students at the school, their parents and people who care for them. The primary purpose of collecting the information is to enable us to use the information for all actions connected with educating our students.

You consent to the personal information being used for educational and ancillary purposes including the marketing of the school.

Any medical information will be used discreetly and in accordance with the school's privacy policy. Our [privacy policy](#) may be viewed on our website. We will provide a hard copy of the privacy policy to anyone who requests it.

**Contract**

Your obligations under this contract are joint and several.

You authorise us to act on the direction of anyone of you.

**Acceptance**

Siblings of current or past students are given preference with regard to enrolments. Preference is also given to siblings placed on a waiting list where places have been accepted by parents for those children to whom the school has vacancies – all else being equal.

We will request a formal confirmation from you with regard to our Pre Preparatory students that intend to progress to Preparatory. In all other years, unless otherwise notified, we will be of the understanding that the students will progress to the next year.

Where information obtained by the School suggests a profile of wilful misconduct, illegal activities or strong anti-social behaviours that indicate that the child's enrolment at the School is likely to be detrimental to other students, the staff or the School, notwithstanding that the child be the sibling of a current student, past student or the child of a past student, the Principal may decline to proceed any further with the enrolment process.

**Termination**

We may terminate this contract if:

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

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 when:

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

**SIGNATURES**

.....  
**Parent/Guardian 1**  
**Date:**

.....  
**Parent/Guardian 2**  
**Date:**

.....  
**School**  
**Principal or his/her representative**  
**Date:**

## STANDARD COLLECTION NOTICE

1. St Luke's Anglican School (**the School**) collects personal information, including sensitive information about students and parents before and during the course of the student's enrolment at the school.
2. The primary purpose of collecting information is to allow the School to exercise its functions and activities and ultimately provide schooling to your [daughter / son / child].
3. The School collects, uses, holds and discloses personal information in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**).
4. Legislation that governs public health and child safety requires that certain types of information be collected by the School.
5. The information that the School collects is to satisfy legal obligations and enables the School to discharge its duty of care.
6. The School collects health information about students. Health information is a subset of sensitive information; it is defined in the *Privacy Act 1988* (Cth) and is dealt with in accordance with the APPs.
7. If the School does not obtain the information referred to above, it may not be able to enrol or continue the enrolment of your [daughter / son / child].
8. Personal and sensitive information collected by the School may be disclosed to others for administrative and educational purposes. This would include disclosure to other schools, government departments, the Corporation of the Synod of the Diocese of Brisbane the Anglican Church Southern Queensland and other persons providing services to the School.
9. Personal information collected from students is generally disclosed to parents. Personal information and images (for example, sporting and academic achievements) is published in the school newsletter, magazine and may be used for other School related purposes. Please inform the School in writing if information in relation to your [daughter / son / child] is not to be used in this manner.
10. Personal information collected may be disclosed by the School to debt collection agencies for the purpose of recovering outstanding tuition fees.
11. Parents may seek to access information collected about their [daughter / son / child] by contacting the School. Access to personal information is dealt with in accordance with the School's Privacy Policy.
12. Parents may seek to have personal information corrected. Correction of personal information is dealt with in accordance with the School's Privacy Policy.
13. Parents or students may make a complaint in accordance with the School's Privacy Policy if they believe the School has breached the APPs.
14. The School may store and disclose personal information to overseas recipients, through the usage of Cloud Computing Storage or similar services. The School discloses such information in accordance with APP 8 and discloses to the following countries for the disclosed purpose.  
  
Americas (USA - Multiple Sites, Chile) Asia (Taiwan, Singapore) Europe (Finland, Belgium, Ireland) for Google Apps  
  
USA for ReadingEggs andMathletics.
15. The School engages in fundraising activities. Personal information collected may be used to make a marketing or fundraising appeal. The School will abide by any direction from an individual not to disclose personal information to third parties for marketing purposes.
16. A copy of the School's Privacy Policy can be found at [www.stlukes.qld.edu.au](http://www.stlukes.qld.edu.au)