

## CONDITIONS OF ENTRY

**This summary should be retained for reference. It forms a contractual partnership between all signatories. The College expects full and frank disclosure from the parents/legal guardians regarding the student at the point of application and during the full term of the student's enrolment. Without such, the enrolment contract is not valid. The College acknowledges that it cannot always meet the requirements for the special needs of a student, including any physical disability, learning support requirements or dietary or health considerations. The College reserves the right to refuse any enrolment or to cancel any enrolment for a student where the College believes, in its absolute discretion, that it is unable to provide the requisite level of facilities and services for the education and care of the student. If the College exercises this right it is not required to provide any reason for doing so. The parents and student understand and acknowledge that attending an interview or participating in the enrolment process does not constitute acceptance of the student's application.**

**The College further reserves the right to vary or alter these conditions as circumstances may warrant from time to time, and, upon notice of such to the parents, such conditions as amended or varied shall take the place of these conditions. Failure to meet these conditions may result in the cessation of the enrolment contract. Your attention is drawn to all conditions concerning notices required to be given by either party.**

1. During the student's enrolment at the College, the parents and student will be bound by all expectations and policies authorised, from time to time, by the College. They will give full and active support of the College ethos and not behave in a manner which brings themselves or the College into disrepute.
2. It is expected that parents and students positively support the school mission statement, values and practices of Fairholme.
3. The College reserves the right to amend its academic and other programs at any time without notice to parents. This may include the discontinuance of teaching subjects and other programs.
4. It is accepted that in exceptional circumstances where parents are unable to be contacted within a reasonable time, the Principal, or the Principal's delegate, has the parents' authority to arrange medical assistance as may be reasonably necessary and to consent to allow any medical practitioner to treat or operate on the student. The parents will be responsible for any costs incurred.
5. Parents are requested to take note of, or enquire about, the full range of activities, sports, camps and events available to students at the College, and should inform the Principal of any circumstances which may or will restrict the student's ability to be involved in any such activity. Academic excursions and camps constitute an important part of the curriculum, and non-attendance will be approved by the Principal or delegate in exceptional circumstances. 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 school activities, sports, camps, excursions, and other events.
6. Parents are responsible for informing the College promptly in writing of any existing or potential medical conditions or special needs of the student including physical disability, medical or psychological conditions which already exist or arise during the student's enrolment at Fairholme, learning support requirements, dietary or health considerations. Parents are also required to sign

and return the student's Annual Medical Data update and Family Particulars forms. Upon request, parents and/or students are required to provide the Principal, or the Principal's delegate, all information relating to any treatment, advice or counselling given to the student while attending Fairholme College. If any such treatment, advice or counselling support is given by any of the College's nurses or counsellors to the student, we, by signing these Conditions of Entry, authorise such nurses or counsellors to provide any information reasonably requested by the Principal or the Principal's delegate.

7. The College reserves the right for the Principal to discipline any student at any time and without notice if the Principal in the Principal's absolute discretion deems such action advisable and such action is dealt with in accordance with the College's codes of conduct and other policies, from time to time. If the consequences include suspension or exclusion from the College community, the Principal is required to report this to the Chairman of the College Board of Directors as soon as practicable. Consultation with parents may or may not occur depending on the severity of the student's actions or the need for immediacy of decision. No fees shall be refundable in respect of the period of such suspension or for the remainder of any term in which the student is excluded, or where the student's enrolment is withdrawn at the request of the Principal.
8. Parents are required to inform the College promptly in writing of any alteration of address, living and/or custodial arrangements or any other particulars set out in this application, should such occur during the student's enrolment at the College. Correspondence from the College will be forwarded to the parents with whom a student is domiciled. An additional charge may apply if duplicate copies of correspondence, reports etc. are required to be provided.
9. Without ongoing and full and frank disclosure by parents, the enrolment contract is not valid.
10. Parents acknowledge that whilst all care is taken by the College, it gives no warranty or representation in relation to the level of education or educational outcomes achieved, obtained or received by the student.
11. Parents agree that the College may use any image of the student held by the College with respect to any advertisement or promotional materials, including in prospectus and report documents during the period the student is a student of the College and after the student's enrolment concludes. Parents shall indemnify the College in respect of any claim by the parent or student arising out of the publication of any such image.
12. To ensure appropriate care and supervision of the student, the College expects that each student will be in residence with either their parents, legal guardians or in boarding at the College.
13. The College regularly monitors its IT facilities and all care is taken to ensure the appropriate security, and use, of this tool. Parents who have concerns regarding the issue of an email account for their daughter/s should notify the College in writing as soon as possible. Students and parents must abide by our social media policy.
14. As a College with a Christian ethos and as a sign of the community we represent, the College expects no departures from the uniform expectations and guidelines as outlined in the uniform policy, contained in the Student Code of Conduct.
15. The scale of charges in respect of fees for board and tuition and other charges is fixed by the College from time to time, and such fees are payable in advance at the commencement of each term and in accordance with clauses 20 & 23 below. The College reserves the right to alter any fees and charges at any time and to impose new or substitute fees and charges.

16. The College reserves the right to increase fees and charges to reimburse the College for the cost of any Goods and Services Tax which may be imposed on the College during the currency of the student's enrolment at the College in respect of services and goods supplied to the student by the College.
17. A student shall not be allowed to commence a new term at the College if the school fees for the previous term have not been paid. The College will grant an extension of time for payment only if there are exceptional circumstances. A request for such an extension of time for payment shall be made in writing to the College addressed to the Business Manager.
18. The College may incur expenditure on items as may reasonably be required for the student during each term and shall be reimbursed by the parents or guardians upon the issuing of a Tax Invoice. Fees for additional charges are payable forthwith upon the issuing of a Tax Invoice.
19. The parents, or where applicable guardians, of the student must pay all fees and charges at the time and in the amount specified by the College from time to time. Without prejudice to the College's right of recovery of any overdue amounts, a Late Payment Fee may be charged if school fees are not paid by the due date each term. This fee, which covers additional administration costs, shall be \$50.00 per month for each monthly period that the school fees remain in arrears.
20. 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. This includes, but is 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 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. Should liability of fees between parties alter subject to Court Orders or a Parenting Agreement, the College will require sealed copies of such in order to amend the enrolment contract. If court orders or parenting agreement documentation are not provided then parents remain jointly and severally liable.
21. Unless otherwise agreed to by the College, the amount of any discount or other reduction in fees (including scholarships and remissions) will be forfeited and become immediately due for payment where fees are not paid in full by the due date for payment.
22. A student may be withdrawn from the College upon the parents of the student giving at least one term's written notice (or pro-rata therewith at the discretion of the Principal or Business Manager) prior to such withdrawal. Unless otherwise agreed to by the College, in the absence of the required notice, tuition and where applicable, boarding fees shall be payable in full for the term in respect of which the withdrawal is made. For parents who paid a bond (ie paid prior to the introduction of the non-refundable Enrolment Confirmation Fee in 2009) the bond will be forfeited except in exceptional circumstances. The same notice and conditions apply where a student is to change status e.g. boarder to day girl.
23. Notwithstanding the provisions of Clause 22, the College may specify a date each year by which re-enrolment for the ensuing year must be confirmed. A place in the College cannot be guaranteed for a student whose enrolment is not confirmed by the date specified. Unless otherwise agreed to by the College, in the event of withdrawal of a student after confirmation of re-enrolment and prior to the commencement of the ensuing year, the College will require payment of tuition, and where applicable, boarding fees for one full term of the ensuing year.

24. Unless otherwise agreed to by the College, no remission of fees, either in whole or in part, will be made should the student be absent for any reason whatsoever.
  25. Overseas/Interstate/Intrastate Trips – Unless otherwise agreed to by the College, it is a College rule that students who proceed on trips either at the end of term or the end of year as an addition or extension of the College program, will not be permitted to proceed on these trips if there are fees outstanding or overdue.
  26. On confirmation of enrolment, the appropriate fee must be lodged in accordance with the conditions relating to the payment of Enrolment Fees as set out in the Notice of Fees.
  27. The College reserves the right to make any enquiries it deems necessary as to the student's enrolment at any previous school/s, including but not limited to scholastic records, behavioural history and/or any other matters the College considers relevant. The parent/s and/or guardian/s hereby authorise, request and direct any such previous school or schools to provide all requested information to the College if sought, and the receipt of the College shall be a good and sufficient discharge to such previous school or schools.
  28. Parents/guardians shall indemnify the College and pay on demand all legal costs it incurs as a result of:
    - a. Any matter relating to the student which cannot be resolved between the College and the parents/guardians of the student to the reasonable satisfaction of the College; or
    - b. The parents of the student becoming parties to legal proceedings between the parents/guardians of the student under the Family Law Act 1975 and orders are made relating to access/custody.welfare of the student which the College must comply with at the request of either or both parents.
- The College may, in its absolute discretion, determine when it is suitable and appropriate to obtain legal advice.
29. The College reserves the right to vary or alter these conditions as circumstances may warrant, from time to time, and upon notice of such change to the parents, such conditions as amended or varied shall take the place of these conditions.
  30. In these conditions of entry a reference to 'College' shall, as far as the context permits, be read as a reference to Fairholme College, Toowoomba, the Board of Directors of Fairholme College (Toowoomba) Pty Ltd and also to the Principal of Fairholme College and to any person exercising the delegated authority of the Principal.
  31. In these Conditions of Entry the words 'parent' and 'parents' shall 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 a 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* (Cth).

### **OVERSEAS STUDENTS**

The College is registered by the Commonwealth Department of Education, Employment and Workplace Relations to accept the enrolment of students from overseas. An overseas student is one who is NOT an Australian or New Zealand citizen, a permanent resident or a refugee. Special procedures and fees apply to overseas students and these will be advised by the College.

The Information provided by the student to Fairholme College may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code.

Fairholme College is required under S19 of the ESOS Act 2000, to tell the Department about:

- I. Certain changes to the student's enrolment; and
- II. Any breach by the student of a student visa condition relating to attendance or satisfactory academic performance.

Parents of students who have gained Fairholme College's welfare authorisation as part of their visa arrangements maintain sole custody of their student when the student is in their care whether in Australia or not.

Students who are not collected by their parents on the day of their graduation, or any leave from Fairholme College, will have their travel arrangements made for their immediate return to their parents' custody at which time Fairholme's responsibility as their guardian will cease.