



GENERAL CONDITIONS OF ENROLMENT

I/We, being Parents/Guardians of the student named in the attached application for enrolment, agree to the following terms and conditions of enrolment:

PARENTS/GUARDIANS

1. I/We will be responsible to jointly and severally pay the tuition and/or boarding fees set by Fairholme College (ABN 16917099053) ('the College') from time to time. The fees for each term will be payable by no later than the first week of that school term, or as otherwise agreed, and to pay any other fee charged by the College in respect of the student's education as and when payment of those fees falls due and owing.
2. I/We will pay any late fee set by the College from time to time as a reasonable pre-estimate of the administrative costs incurred by the College recovering any overdue fees.
3. I/We will make every effort to ensure that the student will not be absent from school without a lawful or reasonable justification for being absent and without seeking leave from the College for any absence.
4. I/We commit:
 - a. to support the school in carrying out its mission and agree to conduct ourselves as parents/guardians and ensure that the student behaves in a manner consistent with the Christian beliefs, practices and expectations of behaviour of a Christian practicing their faith within the Presbyterian Church of Queensland; and
 - b. to refrain from any conduct, or from encouraging any other person to engage in any conduct, that contradicts or undermines, or may contradict or undermine, the mission statement, values and practices of the Presbyterian Church of Queensland.
5. I/We authorise the Principal of the College and her/his delegates to:
 - a. set and/or implement any rules, policies and procedures that the College considers appropriate to manage conduct and behavioural standards of students and parents/guardians and/or to govern the use of the College's property or resources and to amend or vary those rules, policies and/or procedures from time to time as the College considers appropriate;
 - b. give any lawful and reasonable directions to the student that the Principal considers appropriate for the purposes of:
 - i. educating the student and maintaining academic and dress standards;
 - ii. ensuring the health, safety and/or wellbeing of the student or others;
 - iii. ensuring the student's behaviour conforms to the standards and expectations of the College and the Presbyterian Church of Queensland and the standards that the community expects of a student of the College; and
 - iv. protecting the property and reputation of the College.
 - c. take any lawful and reasonable disciplinary action against the student that the College considers appropriate or necessary to uphold behavioural, dress and academic standards;
 - d. obtain any medical assistance from a qualified medical practitioner for the student as may be necessary to preserve the student's life, to protect the student from serious or ongoing harm or to provide appropriate urgent or emergency medical or dental treatment;
 - e. reasonably incur any expense on your behalf if it is necessary for the student's engagement in regular academic activities or the student's health, safety or wellbeing while engaging in any other activity; and

- f. make the final decision about any non-essential disclosure of any private information held by the College of or concerning the student to any person should the disclosure be contested as between you and the student and the law otherwise gives the Principal discretion to decide.
6. I/We commit to remain aware of the policies, procedures and codes of conduct or behaviour that the College may publish or amend from time to time during the course of the enrolment and:
 - a. at all times to follow and comply with the expectations those policies and procedures place upon me/us; and
 - b. to co-operate with steps taken by the College to follow and ensure compliance with the policies procedures by me/us, the students of the College, the staff of the College and/or other members of the College community.
7. I/We agree that if I/we do not comply, and that if the student does not comply, with the rules, policies and/or procedures of the College as they are made or varied from time to time, the College may terminate this enrolment contract.
8. I/We will keep the College informed about:
 - a. my/our contact information and the personal contact information of the student;
 - b. any information that we have or receive about the health and wellbeing of the student that will, is or likely to, have an impact upon the student's engagement in any College activities;
 - c. any changes to the student's family situation, including any court orders or other directions; and
 - d. any other information about the student that the College may lawfully and reasonably request.
9. I/We direct and authorise the College to make any and all appropriate enquiries about the student's enrolment at previous schools and to obtain any and all records of and concerning:
 - a. the academic or scholastic performance of the student;
 - b. the behavioural records of the student; and
 - c. any other matter that the principal of the College considers relevant to the student's enrolment.
10. I/We agree that the student will participate in all regular extra-curricular, sporting, social and other activities of the College subject to any policies, procedures or further conditions placed upon participation in those activities and that while engaging in those activities the student will continue to comply with the standards and expectations of behaviour ordinarily expected while at school.
11. I/We agree to indemnify the College for any expense or outlay incurred or any liability, loss and/or damage incurred by the College to me/us, the student or any other person arising from any act or omission by me/us or the student which the College incurred reasonably in responding to or managing the consequences of any act or omission by me/us or the student or which the College did not cause by reason of any act or omission by its officers, employees or agents duly acting within the scope of their authority.
12. I/We agree that, unless otherwise notified in writing, either Parent/Guardian who is a party to this contract may communicate, direct or make any enquiry to the College on behalf of the other or receive communications from the College on behalf of the other.
13. I/We will give notice in writing of at least one full school term if I/we decide to end the student's enrolment and will not be entitled to a discount or refund of fees if a shorter notice period is given.

THE COLLEGE

14. The College will provide the student access to services and facilities that, in its discretion, are appropriate and necessary to educate students in line with the curriculum it is legally obliged to follow and at least to that standard.
15. While the College endeavours to provide the highest standard of education and a variety of educational opportunities at all times, the College gives no warranty about the level of education delivered, engagement or outcomes achieved by the student.
16. The College will:
 - a. report to you about the academic performance, attendance and behaviour of the student at least at the end of every semester;
 - b. arrange for formal feedback interviews with the student's teachers about the academic performance, attendance and behaviour of the student at least once per year; and
 - c. will contact Parents/Guardians at its discretion if staff become concerned about the student's schoolwork, behaviour, attendance or punctuality.
17. The College will provide a safe environment and age-appropriate and activity-appropriate supervision for its students and will comply with mandatory reporting and other student protection duties and working with government authorities as required.
18. The College will use all reasonable endeavours to make contact with you/one of you, having regard to the circumstances, before taking any decision to:
 - a. remove or exclude the student from the College property or from College activities for any reason;
 - b. obtain medical assistance for the student other than in emergency situations; or
 - c. reasonably incur any expense necessary to ensure the student's engagement or participation in regular academic activities or the student's health, safety or will being while engaging in any other activity.

OVERSEAS STUDENTS

The College is registered by the Commonwealth Department of Education, Employment and Workplace Relations to enrol students from overseas. Overseas students are NOT Australian or New Zealand citizens, permanent residents or refugees. Special procedures and fees apply to overseas students and these will be advised by the College.

The Information provided by the student to the College may be made available to Commonwealth and State agencies and the Fund Manager of the Education Service for Overseas Students ('ESOS') Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code.

The College is required under s19 of the ESOS Act 2000 (Cth), to tell the Department about:

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

Parents/guardians of students who have gained the College's welfare authorisation as part of their visa 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/guardians on the day of their graduation, or any leave from the College, will have their travel arrangements made for their immediate return to their parents/guardians' custody at which time the College's responsibility as their guardian will cease.