



SEVENTH-DAY ADVENTIST SCHOOLS (SOUTH QUEENSLAND)

Enrolment Contract

This Enrolment Contract is an agreement which sets out the terms which apply to the enrolment of the student named in the Details at the School set out in the Details.

DETAILS

SDAS School:

Student Legal Given Name:
Note: Please provide the student's name as it appears on their Birth Certificate and or Passport. All official communication and School reporting will use this name.

Commencing Year Level:

Parent/ Carer 1:

Parent/ Carer 2:

Please write full names. In this contract, the student named above is referred to as "the student"; Parents/Carers 1 and 2 are referred to as "you" and the School as "we" or "us".

ADVENTIST EDUCATION IDENTITY STATEMENT

This School is part of the world-wide Adventist Education system and embraces a Christ-centred, Bible-based identity; an identity that upholds the doctrines, tenets, beliefs or teachings of the Seventh-day Adventist Church and are reflected through every aspect of our school life. You agree to be respectful of the school in upholding its beliefs and statements of faith.

EDUCATION

We agree to accept the student as a student at the School as from the commencing year level shown in the Details section. If, after signing this Agreement, you wish to delay the commencing year level of the student, you must ask us to approve the delay. If we agree, and it is up to us whether we do or not, the commencing year level will be deemed to be changed accordingly.

We will educate the student with due care and skill, using the available resources of the School. Our curriculum is delivered in accordance with the ethos of the Adventist faith. You will encourage the student to take full advantage of the curricular and co-curricular opportunities at the School.

You acknowledge that we do not guarantee any educational outcomes or a particular level of achievement for the 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.

You acknowledge the School's uniform policy and you agree to ensure that the student wears the appropriate School uniform at all times and generally acts in a way that reflects well on the School.

HEALTH

You assure us that you have given us full information about the health of the student and any physical disabilities or any special needs when applying for enrolment. You must let us know if there is any change in the health or physical abilities of the student while the student is at the School.

If something happens to the student in any medical or other emergency and if it is impossible or impractical to communicate with you, we may take such 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.

COMMUNICATION

In the absence of a court order or agreed parenting arrangements disclosed to the School, we 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 s77(2)(f)* and the *Australian Education Regulation 2013 s59*, the School will also provide reports to “persons having responsibility” for the student. The people signing this enrolment contract may request other arrangements relating to the provision of information about the student by all signatories giving notice in writing to us.

To communicate efficiently and effectively with parents, we will communicate with parents by electronic means. 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 if reasonable for us to do so.

Where communication is to be with the entire School community or with identifiable sections of the School community, the communication may be effected through the School website.

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

You must keep the School informed of the student’s details

- Child’s actual name
- Child’s preferred name
- Evidence of Child’s Identification. E.g. Birth certificate,

You must keep the School informed of any changes that may affect the student, including:

- material changes to family circumstance (e.g. serious illness, separation or divorce);
- changes to your contact details;
- changes to emergency contact details;
- 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.

You acknowledge and agree that if we need instructions from you then:

- if more than one Parent has signed this enrolment contract, we may in our discretion act upon the instruction of either or both Parents;
- if at any time we have been provided with a copy of a current Parenting Order of the Family Court of Australia or a Parenting Plan made by the Parents, relating to the care, welfare, education or development of the student, then we may act upon the sole instruction of the person on whom the Order or Plan confers duties, powers, responsibilities or authority in relation to the particular matter upon which we seek instruction, regardless of who executed this enrolment contract as a Parent.

If there is a Court order or other agreement which specifically alters or prevents a Parent or other person from spending time with, communicating with or otherwise having contact with the student, a copy of that Court order must be provided to us. In all cases, we do not assume responsibility for any Parents complying with the terms of any Court orders.

Unless there is a Court order restricting your access to the School or the student, we will permit both Parents and other family members to enter the School grounds and to participate in School activities (whether those activities involve the Student) during this enrolment contract. We also have the right to give you directions about your conduct at and movement around the School under the Education (General Provisions) Act 2006 (Qld).

FEES

We will determine the tuition fees and other applicable fees (together referred to as 'fees') for each term before the commencement of the term to which the fees apply. Please note camps and excursions fees are not included in the reference to tuition fees.

You acknowledge that GST may apply to some of the fees and other amounts payable under this enrolment contract. Wherever possible, we will quote the fees and other amounts payable under this enrolment contract on a GST inclusive basis.

You must pay the term's 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, unless we agree in writing to alternative arrangements. If you have entered into a formal fee payment plan in respect of any fees, you must make payments in accordance with this plan.

If you do not pay any fees by their due date, we may terminate this enrolment contract. We may also choose to apply a monthly administration charge on overdue fees.

You will nominate one point of contact who will be responsible for fee payment.

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 full term's notice.

A full term's notice is provided when written notice is given to the School before the commencement of the term and that term being a full term prior the date you intend to conclude with the College/ School. If you do not provide us with one full term's notice, you must nevertheless pay to us one full term's fees. You acknowledge that the School 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. This does not prevent us from making a claim against you for any loss and damage that arises as a result of a breach by you of this enrolment contract.

If we exclude the student or otherwise terminate the enrolment contract you must pay fees for the whole of the term in which the student is excluded or the enrolment contract ends.

DISCIPLINE

You must comply with policies, codes of conduct and rules we adopt from time to time. You must ensure, as far as practicable, that the student complies with those policies, codes of conduct and rules. The policies, codes of conduct 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 exclude the student from the School for misconduct considered by the Principal or acting Principal to be serious enough to warrant exclusion.

Where discipline may involve the exclusion of the student, the Principal or acting Principal will not exclude 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.

In keeping with the processes outlined in the relevant School-based policies, 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.

INDEMNITY

You indemnify us 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 inform you of intended excursions involving the student. We will seek your permission for all incursions and excursions.

PRIVACY

Schools operated by Seventh-day Adventist Schools (South Queensland) Limited collect personal information about pupils and their parents/Carers before and during the course of a pupil's enrolment in the School. The purpose for collecting this information is to enable the School to provide schooling for your son/daughter. We comply with the Privacy Legislation relating to private sector organisations effective from 21 December 2001.

Please complete all the enrolment information as requested by the School. It is all important and useful information and enables the School to fulfil its duty of care. It is stored securely (both electronic and hard copy) and used for School administrative purposes only. If you do not complete any part of the information requested it might have some bearing on how the School is able to respond to it, and meet the individual needs of each student/family. In particular, it is a requirement that health information is accurate and up to date and so we may, from time to time, request medical reports about your child(ren). A photograph of each child may be attached to the student records.

Personal information obtained by the School is for use by the School in the first instance, but may be disclosed to others for administrative, educational, chaplain and pastoral care purposes. This includes to other School, government departments, medical practitioners and others providing services to the Schools, including visiting specialist teachers and volunteers. Information may also be used for the compilation or analysis of statistics relative to public health or public safety. If the School has reason to suspect that unlawful activity has been, is being or may be engaged in, information relevant to such activities may be shared with the appropriate authorities.

On occasions information such as academic and sporting achievements, pupil activities and other news is published in School Newsletters, magazines and on our website. If you do not agree you must advise the School.

We may include your contact details in a class list and School Directory. If you do not agree you must advise the School.

If you provide the School with information of others, such as doctors or emergency contacts, we encourage you to inform them that you are disclosing this information to the School and why, so they can access that information if they wish and inform the School not to disclose the information to third parties.

You may have access to your stored information for the purposes of checking its accuracy by contacting the School Secretary in the first instance. If there are items that you consider need updating or correcting, you have the right to request such changes be made. Access may be denied where it could have an unreasonable impact on the privacy of others, where it may result in a breach of the School's duty of care to the pupil, or where pupils have provided information in confidence.

Information will not be disclosed to third parties for fundraising or marketing purposes without your consent.

A copy of the Seventh-day Adventist Schools (South Queensland) Limited Privacy Policy is available from your School.

STANDARD COLLECTION NOTICE

1. The School collects personal information, including sensitive information about students and parents or guardians before and during the course of a student's enrolment at the School. This may be in writing, through technology systems or in the course of conversations. **[Note: If the School collects personal information from a third party, or the individual may not be aware that the School collects certain personal information, include here the fact and circumstances of collection.]** The primary purpose of collecting this information is to enable the School to provide schooling to students enrolled at the School, exercise its duty of care, and perform necessary associated administrative activities, which will enable students to take part in all the activities of the School.
2. Some of the information we collect is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care.
3. Laws governing or relating to the operation of a school 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 (APPs) under the *Privacy Act 1988*. We may ask you to provide medical reports about students from time to time.
5. A student's enrolment may be delayed or prevented if the School cannot collect certain personal information. This is particularly so where the information is relevant to the health and safety of the student, other students and/or staff.
6. The School may disclose personal and sensitive information for educational, administrative and support purposes. This may include to:
 - other School and teachers at those School's, including a new School to which a student transfers to facilitate the transfer of the student;
 - government departments (including for policy and funding purposes);
 - Seventh-day Adventist Schools (South Queensland) Ltd. Office personnel and project officers, the National office of Adventist Schools Australia, and Adventist Schools within other conferences*
 - medical practitioners;
 - people providing educational, support and health services to the School, including specialist visiting teachers, [sports] coaches, volunteers, and counsellors;
 - providers of learning and assessment tools;
 - assessment and educational authorities, including the Australian Curriculum, Assessment and Reporting Authority (ACARA) and NAPLAN Test Administration Authorities (who will disclose it to the entity that manages the online platform for NAPLAN);
 - agencies and organisations to whom we are required to disclose personal information for education and research purposes;
 - people providing administrative and financial services to the School;
 - anyone you authorise the School to disclose information to; and
 - anyone to whom the School is required or authorised to disclose the information to by law, including child protection laws.
7. Personal information collected from students is regularly disclosed to their parents or guardians.
8. The School uses [centralised] information management and storage systems (Systems) provided by third party service providers. Personal information is stored with and accessible by the third party service providers for the purpose of providing services to the School in connection with the Systems.**
9. The School may use online or 'cloud' service providers to store personal information and to provide services to the school that involve the use of personal information, such as services relating to email, instant messaging and education and assessment applications. Some limited personal information may also be provided to these service providers to enable them to authenticate users that access their services. This personal information may reside on a cloud service provider's servers which may be situated outside Australia. Further information about the School's use of on online or 'cloud' service providers is contained in the School's Privacy Policy.**

10. The School's Privacy Policy, accessible on the school's website, sets out how parents or students may seek access to and correction of their personal information which the School has collected and holds. However, access may be refused in certain circumstances such as where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the School's duty of care to the student, where students have provided information in confidence or where the School is otherwise required or authorised by law to refuse access. Any refusal will be notified in writing with reasons (unless, given the grounds for refusal, it would be unreasonable to provide reasons).

11. The School's Privacy Policy also sets out how parents and students can make a complaint about a breach of the APPs and how the complaint will be handled.

12. The School may engage 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 School's fundraising activities solely for that purpose.] We will not disclose your personal information to third parties for their own marketing purposes without your consent.

13. On occasions information such as academic and sporting achievements, student activities and similar news is published in School newsletters and magazines, on our intranet [and on our website] or otherwise shared with the School community. This may include photographs and videos of student activities such as sporting events, concerts and plays, School camps and School excursions. The School will obtain permissions [annually] from the student's parent or guardian (and from the student if appropriate) if we would like to include such photographs or videos [or other identifying material] in our promotional material or otherwise make this material available to the public such as on the internet.

14. We may include students' and students' parents' contact details in a class list and School directory.†

15. If you provide the School 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 School and why.

** As appropriate*

*** If applicable*

† Schools may wish to seek specific consent to publish contact details in class lists and School directories

CONTRACT

While the School requests one person be nominated as being responsible for contact regarding fee payment, your obligations under this enrolment contract are joint and several. This means we may ask either or both of you to pay the School fees. You authorise us to act on the direction of any one of you.

TERMINATION

We may terminate this enrolment contract if:

- we exclude the student from the School
- the student fails to attend the School on a regular basis without reasonable excuse
- it is clear that the mutual trust, confidence and co-operation between us irretrievably 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.
- If you fail to pay Fees or meet Fee payment plans is a breach of this contract.

You may terminate this contract at any time, for any reason, with one full 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 notice from you requiring us to do so 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.

SIGNED AS AN AGREEMENT

Parent 1/ Carers 1 Signature: Date

Witness Name: Date

Witness Signature:

Parent 2/ Carers 2 Signature: Date

Witness Name: Date

Witness Signature:

Principal Signature
(on behalf of the School): Date

Witness Name: Date

Witness Signature: