

Enrolment Contract

Learner's full name: ('learner')

Parent/Guardian 1 full name:

Parent/Guardian 2 full name:

(Parents/Guardians 1 and 2 are referred to as 'you')

Education

We will educate your young person with due care and skill. You will encourage your young person to take full advantage of the curricular and co-curricular opportunities.

We undertake to further their education. We do not guarantee a particular level of achievement for each learner. Achievement depends greatly on the individual attributes of your young person and your young person's willingness to work for their own education.

We will act in the best interests of your young person and your young person body generally. This may mean we do not always act in accordance with your requests. We are committed to delivering a progressive, holistic approach to learning that engages and inspires your child.

Health

You assure us that you have given us full information about the health of your young person when applying for enrolment. You will let us know if there is any improvement or deterioration in the health or physical abilities of your young person while your young person is at the school.

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

Communication

The school will provide information about your young person to both natural parents of your young person 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 provide reports to "persons having responsibility" for your young person. In the absence of a court order, the school will provide these reports to your young person's natural parents. The people signing this enrolment contract may request other arrangements relating to the provision of information about your young person 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 and through a closed Facebook page. 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.

Where communication is to be with the entire school community or with identifiable sections of the school community, the communication may be undertaken through the school website. We will display on our website the policies and rules with which you and your young person 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 (i.e. Term 2 fees are to be paid in full by the last school day of Term 1) and no later than fourteen (14) days after the date of invoice for the fees.

Enrolments will be suspended where Direct-debit Payment Plans are in arrears on the last learner day of every term.

Direct-debit Payment Plan payments that are not honoured on their due date will automatically incur a \$50 late fee for every week it is in arrears.

All fees must be up to date for a learner to attend camps and excursions. We offer no refund on levies or fees for absenteeism, non-participation or closures related to natural disasters.

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

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

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

you must provide us with at least one term's notice.

If you do not provide us with one term's notice, in writing, you must nevertheless pay one full term's fees. The school commits resources on the basis of confirmed enrolments and will most likely suffer loss from early termination. It may have difficulty filling your young person's position at short notice.

Discipline

You must comply with policies and rules we adopt from time to time. You must ensure, as far as practicable, that your young person complies with those policies and rules. The policies and rules do not form part of this contract.

We may discipline your young person 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 your young person 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 your young person, the Principal or acting Principal will not expel your young person until the allegations of misconduct have been put to your young person or your young person's representative and your young person has been allowed an adequate opportunity to respond.

We may search lockers, bags and property of your young person 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 your young person 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 your young person.

Excursions

We will arrange excursions from time to time. We will inform you of intended excursions involving your young person. You consent to your young person attending excursions with the school. We will obtain your consent to any excursions where your young person will be away for one or more nights.

Privacy

We collect personal information about learners 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 learners. 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 discretely and in accordance with the school's privacy policy. The 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 either one of you.

Termination

We may terminate this contract if:

- we expel your young person 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 the school and parent(s) 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

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 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.

Enrolment authority and consent

I/We the undersigned hereby enrol our child as a learner at Maleny Independent School.

I/We understand that the initial and continuing enrolment of my child at Maleny Independent School is dependent upon open and honest disclosure of information relating to the educational needs and behavioural support, health and wellbeing of my/our child.

I/We agree to keep the School informed if our family experiences any difficulties which could impact on our child's performance and attendance at school (such as changes to family living arrangements or health conditions), and of any changes of address and other contact details.

I/We agree to be jointly and severally liable for the payment of all accounts rendered by the School in respect of our child's tuition and other expenses and to comply with the School's terms of payment.

I/We agree that three months (one term) notice must be given in writing to terminate an Enrolment Contract, or we will pay one full terms' fee.

I/We undertake to support the ethos of the school and its rules, regulations and work programs, including any changes that may be introduced in the future.

I/We accept that the School Principal reserves the right to cancel my/our child's enrolment at the school in the following circumstances:

- For breach of the rules and regulations
- For non-payment or late payment of school fees
- If I/we have provided any false or misleading information to school
- If I/we have failed to disclose relevant information that was requested by Maleny Independent School
- If my/our child/ren's circumstances change and those circumstances affect the ability for Maleny Independent School to provide the necessary resources to accommodate my/our child/ren's needs.

I/We give permission for Maleny Independent School to: (please tick)

- ☐ Contact my/our child's previous/current school to discuss my child's educational needs and behaviour support history.
- ☐ Contact my nominated allied health professional, to seek further documentation.

I/We have read and understand the Privacy Statement.

I/We have read and understand the Enrolment Policy and agree to be bound by the terms and conditions.

Full name of parent/guardian 1

Signature of parent/guardian 1

Date:/...../.....

Full name of parent/guardian 2

Signature of parent/guardian 2

Date:/...../.....