

# Faith Lutheran College, Redlands

*Faith in Christ...prepared for life*



PO Box 5400, Victoria Point, Queensland 4165  
Junior School 132 Link Road, Victoria Point P: (07) 3820 5200 F: 3820 5225  
Middle/Senior School 1-15 Beveridge Road, Thornlands P: (07) 3820 5500 F: 3820 5511  
[www.faithlutheran.qld.edu.au](http://www.faithlutheran.qld.edu.au)  
ABN: 12 305 614 245

## **ENROLMENT CONTRACT**

I/We hereby accept the offer of a place at Faith Lutheran College, Redlands for:-

Student's Name:

Year of Entry: /

Date of Birth:

This is an Enrolment Contractual Agreement between Faith Lutheran College, Redlands ("the College") and

Name of parent/s /legal guardian/s:

Address of parent/s /legal guardian/s: ,

### **1. DEFINITION OF PRINCIPAL OF COLLEGE**

- 1.1 In this agreement, the expression 'Principal' includes any acting Principal or other senior administration staff member for the time being carrying out the duties or exercising the authority of the Principal.

### **2. RULES AND REGULATIONS**

- 2.1 You agree to all the terms and conditions contained in the Enrolment Process and Application Form that you have completed and signed.
- 2.2 You are seeking a Lutheran education for your child and, as such, undertake to support willingly and freely the Lutheran ethos, Christian education, values and other stated purposes of the College. You also understand that whilst your child is enrolled at the College he/she is expected to take part in and support the College activities, in line with the Lutheran ethos and stated purpose of the College, respect the principles and practices of the College and that failure to do so could lead to cancellation of enrolment.
- 2.3 You will encourage your child to take full advantage of the curricular and co-curricular opportunities we will provide to further their education.
- 2.4 That you will endeavour to support the College and its teachers by taking an active interest in the daily work of your child, be involved in College activities including supporting the Parents and Friends Association and will at all times seek to promote the aims and welfare of the College.
- 2.5 We do not guarantee a particular level of achievement for each student. Achievement depends greatly on the individual attributes of your child and their willingness to work for their own education.
- 2.6 We will act in the best interests of your child and the student body generally. This may mean we do not always act in accordance with your requests.
- 2.7 You assure us that you have given us full information about the health of your child when applying for enrolment. You will let us know of any improvement or deterioration in your child's health or physical abilities while enrolled at the College.
- 2.8 You give permission for the College to obtain copies of relevant information, reports and documentation from my/our child's previous schools.
- 2.9 You agree to comply with the rules, regulations and policies of the College and will keep the College indemnified against any loss or damages caused by any failure of you or your child to observe the rules and regulations and policies. You also indemnify the College against any loss or damage caused by the wilful disobedience or reckless behaviour of your child.

### **3. COMMUNICATION**

- 3.1 The College will normally provide information about your child to both natural parents and to any other person signing this Enrolment Contract. The people signing this Enrolment Contract may request other arrangements relating to the provision of information about your child by giving notice in writing to us.

- 3.2 To communicate efficiently with parents, we may choose to 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.
- 3.3 You will notify the College of any change to your contact details within 7 days.
- 3.4 Where communication is to be with the entire College community or with identifiable sections of the College community, the communication may be effected through the College website.
- 3.5 We will display on our website the policies and rules with which you and your child are expected to comply, which may change from time to time.

#### **4. COLLEGE FEES ('fees')**

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- 4.1 The term 'fees' whenever it appears, whether in this document or in any other document or correspondence produced by the College, includes all tuition fees and any other charge levied by the College from time to time unless otherwise stated.
- 4.2 Enrolment at Faith is on an ongoing yearly basis until graduation upon completion of Year 12 (subject to 'Cancelling Enrolment' below) and annual fees and levies are payable (not term fees) in relation to each year/part of a year. Parents are encouraged to pay the whole year's fee by the second week of Term 1 (and this presently attracts a significant discount as per the Fee Schedule). In each year, continued enrolment is subject to the Fee Schedule (and conditions therein) applicable to that year.
- 4.3 We will determine the fees for each year before the commencement of the year to which the fees apply.
- 4.4 You also acknowledge that you are jointly and severally liable for all fees, interest and charges stated in each College account for your child. You also acknowledge you are jointly and severally liable for any expenses, costs and disbursements incurred by the College in recovering any outstanding monies, including debt collection agency fees and solicitor's costs providing that those fees do not exceed the scale of charges as charged by the debt collection agency/solicitor and in any event the commission is not to exceed 18% of the debt value plus out of pocket expenses.
- 4.5 To assist parent's cash flow, annual fees and levies are divided into four equal invoices which are payable in advance each term.
- 4.6 Fees are to be paid no later than fourteen (14) days after the date of invoice for fees unless alternative payment arrangements have been made with either the Principal or the Business Manager of the College's Business Office.
- 4.7 If we increase the tuition fees for a year by more than 10% of the fees payable for the preceding year, you may terminate this enrolment contract by notice in writing to us within fourteen (14) days of the date on which we notify you of the increase.
- 4.8 If you terminate this Enrolment Contract for any reason other than:
  - (a) if we are in breach of this contract and we fail to remedy the breach within a reasonable time after notice from you requiring us to do so; or
  - (b) because of an increase in tuition fees within the time limited by this contract, you must provide us with written notice of cancellation of enrolment by the end of the first week of the term prior to leaving. If you do not provide such notice you must pay to us one full term's fees. Any reduction in fees payable will be as per below. The effective cancellation date of enrolment is the date specified in the notice of cancellation.
- 4.9 If your child's enrolment is cancelled:
  - (a) by the College in accordance with this agreement - all fees remain payable up to and including the end of term in which the enrolment is cancelled by the College.
  - (b) By you - College will discount/rebate fees applicable from the end of the term wherein the effective cancellation date falls. i.e. all fees remain payable up to and including the end of the term of effective cancellation date. Where greater than one term's notice is given and additional notice will extend into a further or subsequent term, College will give consideration to pro rata fees for the portion of that further term only.
- 4.10 You agree to abide by the Fee Schedule of the College as it exists from time to time. A full copy of the Fee Schedule is available on the College website.

#### **5. EXCURSION**

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- 5.1 We will arrange excursions and camps to enhance the College curriculum, and will inform you of intended excursions involving your child and obtain your consent before your child participates.

## **6. EMERGENCIES**

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- 6.1 In the event of any medical or other emergency arising in which it is impossible or impracticable to communicate with you or any other nominated contact in the event of emergencies, you authorise the Principal to act as he/she may think necessary or expedient, which includes incurring expenditure as necessary in the best interests of your child. You agree to pay to us any expenditure we incur in protecting your child.

## **7. DISCIPLINE**

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- 7.1 You must comply with policies and rules we adopt from time to time. You must ensure, as far as practicable, that your child complies with those policies and rules.
- 7.2 Your child is expected to comply with College policies, rules and directions given by a person in authority, both on and off the College grounds. Failure to do so may result in disciplinary consequences, which may include cancellation of your child's enrolment.
- 7.3 The Principal has authority to apply whatever disciplinary measures necessary in relation to the conduct of the student both inside and outside the College precincts or to require the removal of the student, for any cause judged by him/her to be sufficient.
- 7.4 The Principal or acting Principal may cancel the student's enrolment at the College for misconduct considered by the Principal or acting Principal to be serious enough to warrant cancellation of enrolment.
- 7.5 We may search bags and property of your child where it is reasonable for us to do so, or hold forbidden or dangerous property until it is collected by you.
- 7.6 If enrolment is cancelled, all fees remain payable up to and including the term in which the enrolment is cancelled.

## **8. PRIVACY**

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- 8.1 We collect personal information about students at the College from their parents and from the people who care for them. The primary purpose of collecting the information is to enable us to use it for all actions connected with educating our students.
- 8.2 You consent to the personal information being used for education and ancillary purposes (including marketing) unless requested otherwise by you in writing.
- 8.3 Any medical information will be used discreetly and in accordance with the College's privacy policy.
- 8.4 If there are special family/child circumstances that require additional privacy measures you are required to communicate these to us in writing.

## **9. PUBLICATIONS AND PROMOTION**

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- 9.1 That your child's College work can be used in the promotional activities of the College.
- 9.2 Each year the College publishes a directory of College Family contact details for distribution to the College community. Parents must inform the College in the first two (2) weeks of each school year if they do not wish to be included in the Buzz Book. You undertake to inform the College if you do not want your family details included.

## **10. CANCELLING ENROLMENT**

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- 10.1 You accept that the Principal reserves the right to cancel your child's enrolment at the College for:
- (a) breach of the rules and regulations; or
  - (b) non-payment of fees by the due date; or
  - (c) failure to disclose requested information; or
  - (d) for any other reason determined by the Principal.
- 10.2 You understand that once a student is enrolled at the College, one full term's notice in writing to the Principal is required in order to withdraw a student from the College. Annual fees are payable and any discounts/rebates granted by the College to these annual fees will be determined in relation to the effective cancellation date.
- 10.3 If it is intended that your child is going to leave the College, you agree to provide us:
- (a) with one term's written notice by the end of the first week of the term prior to leaving;
  - (b) with written notice by the first day of the term prior to leaving, if it is intended your child will leave during the following term,
- failure to provide such notice will result in one full term's school fees being payable by you.
- 10.4 Penalties for insufficient notice are as follows:
- (a) where a student fails to return after the term break without the required written notice; a full term's fees will be charged;
  - (b) where a student is withdrawn from the College during the term without the required written notice; a full term's fees plus pro-rata fees to the date of withdrawal will be charged; and

(c) where a newly enrolled student fails to take up the offered place, a full term's fees will be charged.

10.5 Discount/Rebates of Annual Fees following withdrawal are as follows:

- (a) The effective cancellation date of enrolment is the date specified in the notice of cancellation.
- (b) Annual fees will be discounted/rebated from the end of the term in which the effective cancellation date falls.
- (c) We commit resources on the basis of confirmed enrolment and will most likely suffer loss from early termination. We may have difficulty filing the student's position at short notice.

By enrolling my/our child at the College, I/we undertake to support the ethos of the College and its existing rules, regulations and work programs, including any changes that may be introduced in the future. I/We understand that the initial and continuing enrolment of my/our child at the College is dependent upon open and honest disclosure of information relating to the educational needs, health and wellbeing of my/our child.

I/We acknowledge that my/our obligations under this contract are joint and several and I/we authorise you to act on the direction of any one of us.

I/We have read, understood and had the opportunity to fully consider the contents of this Enrolment Contract and agree to enrol my/our child with the College on the terms and conditions set out in this contract. This agreement comes into effect upon the payment of the Enrolment Bond stated below.

Signature of Parent/Guardian: \_\_\_\_\_ ...../...../..... (Date)

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ ...../...../.....(Date)

Name of Parent/Guardian: \_\_\_\_\_

I accept the above named student, \_\_\_\_\_ for entry in the College as stated above.

Principal

I/We submit payment of \$ \_\_\_\_\_ for the Enrolment Bond for \_\_\_\_\_ - / \_\_\_\_\_

By: Cash  Cheque payable to "Faith Lutheran College Redlands"  Credit Card

**FORM FOR CREDIT CARD PAYMENT VISA / BANKCARD/ MASTERCARD (please circle)**

Card Holder's Name \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ / \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

Office Use only

**Bond paid: \$** \_\_\_\_\_

**Date :** \_\_\_\_\_

**Initials:** \_\_\_\_\_

**Copy sent to parents/legal guardians**  
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