The parties are:

Parent/Guardian ________________________________________________

Parent/Guardian ________________________________________________

And

The College _______________________________  
(Headmaster/ Delegate)

By choosing to accept the offer of a place in the College for your student _____________________, you the parents commit, under this Contract of Enrolment, to work with the College in a supportive, positive relationship conducive to the best interests of the children and the College. Please read the contractual conditions carefully.

The College has Terms and Conditions for all students in paragraphs 1-41 below. Under legislation the College must have additional Terms, Conditions and Policies for International 570 and 571 Student Visa Holders. These are outlined from Clause 42 onwards and where there is any inconsistency, legislative requirements will apply.

I/We agree to the following conditions:

MATTERS OF FAITH
1. I/We accept that the College is a faith-based school. I/We understand that the College is founded on the basis of Biblical Christian values with the Bible as the inerrant word of God.

2. I/We confirm that I am/we are seeking a Biblical Christian education for the student and will support the College in its faith endeavours and accept that the student will participate fully through attendance and effort in faith-based activities and subjects as presented and planned by the College.

ACADEMIC ATTAINMENT
3. The College does not guarantee a particular level of achievement for each student. Achievement depends greatly on the individual talents 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 student body generally. This may mean we do not always act in accordance with the parents’ requests.

4. It is the expectation of the College that parents will be responsive to the informed educational recommendations of the school in regard to the student’s educational progress.

RELATIONSHIP
5. I/We agree to:
   • work in partnership with the school in support of college policies and expectations that are available to us either in hard copy as well as on the College website;
   • ourselves support and comply with published College policies and expectations, in the best interests of our student and the other students;
   • encourage the student to uphold College policies and expectation;
   • accept that any failure by us or our student in this commitment may lead to serious enrolment consequences;
   • accept that we are liable to indemnify the college for any damage that may arise from such breach, including any arising from wilful defiant behaviour of the student or refusal to follow reasonable directions;
   • accept that the policies and rules may need to change from time to time in line with the best interests of staff and students.
   • It is expected that, except in exceptional circumstances, the student will live in the care and control of the parents/guardians while enrolled at the College.
6. I/We accept that the College is obliged under law and ethos to act in the best interests of the individual student and the student body generally. Although the College values consultation with parents and guardians, this may mean that the College may not always act in accordance with our preferences and requests.

UNIFORM
7. I/We support the College uniform policy, and accept that the student must present appropriately (eg natural hair) and must wear the correct College uniform as a proud student of the College and to implement the College motto I press towards the goal in all aspects of College life.

DISCIPLINE
8. I/We accept that the Headmaster (or by delegation the Head of School) has authority to:
   • apply whatever reasonable disciplinary measure is deemed necessary in relation to the conduct of the student both inside and outside the College precincts;
   • require the removal of the student for any cause judged by the Head to be sufficient;
   • discipline any students should they, at any time, bring the College into disrepute, including through the misuse of social media and other technologies.

9. Disciplines may range from classroom disciplines to expulsion and will include mandatory reporting of behaviours to State Authorities, Police and Department of Communities (where matters of child harm are involved).

10. Where discipline may involve suspension or expulsion of the Student, the Headmaster or Head of School (or Delegate) will not expel or suspend the student until the allegations of misconduct have been put to the student and the student has been allowed an adequate opportunity to respond.

11. The College may search lockers, bags and property, including electronic devices in the possession 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 therefore confiscate forbidden or dangerous property.

12. The College reserves the right to exclude any person, irrespective of whether they are a parent or not, from entering on or remaining on College property or participating in College activities, where the College reasonably believes it is in the best interests of the student or the College that the person be excluded.

DISCLOSURE OF INFORMATION
13. I/We have supplied all documentation and information requested at the time of application for each student as a condition of enrolment, including the following:
   • Full and frank disclosure of the student's previous education or interrupted education, disabilities and learning difficulties
   • Behaviour issues
   • Medical condition and safety issues
   • Court orders and parenting arrangements

14. I/We accept that failure to disclose all relevant information may result in cancellation of an enrolment.

15. I/We accept that we have an obligation to keep the school informed of any changes that may affect the student's life at the College, including:
   • changes to family circumstances (eg separation or divorce);
   • changes to the address or addresses or contact details of the parents/guardians;
   • changes to emergency contacts;
   • 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.

16. Changes in marital circumstances can cause confusion for the College when dealing with parents or guardians. The College will presume that, at all times, parents (including step-parents) are entitled to participate in College activities (whether or not those activities involve the student).

17. However, if there is a Court Order or other agreement which specifically alters or prevents a person/parent from spending time with, communicating with or otherwise having contact with the student, that must be provided to the College. The obligation of providing such a Court Order lies with parents.

18. Despite the College being provided with copies of any such orders, the College does not assume responsibility for the parents complying with those orders.
COMMUNICATION
19. The College will provide information about the student to the parents/parties signing this contract of enrolment, residing at one address. You may request or approve other arrangements relating to the provision of information about the student by giving written notice to us, and paying any additional fees that may be required. We will provide such information to natural birth parents unless reasonable justification (Court Order) is provided for doing otherwise.

20. Where the College seeks to communicate with the entire College community or with identifiable sections of the College community, we may communicate through the school website, intranet or via our regular newsletter.

FEES/LEVIES PAYMENT
21. At the time of application, a non-refundable Application Fee is payable. On acceptance of a place, a non-refundable Acceptance Fee is payable, except in the case of visa refusal.

22. I/We understand that under this contract both parents/guardians are jointly and severally liable for payment of College fees and levies. The College relies on the payment of fees to fund its educational services to students.

23. Parents who have difficulty in paying fees must inform the College Business Manager as soon as possible to discuss options.

24. The following guidelines and rules apply:
   - the College determines the fees for each year before the commencement of the year to which the fees relate;
   - fees must be paid in advance of the term to which they apply; if fees are not paid by the due date for payment, interest may be charged on the fees from the due date for payment until they are paid; non-payment of monies owing will also entitle the College to cancel this contract of enrolment and terminate your student’s enrolment;
   - any fees or monies outstanding will remain the liability of both parents or guardians, jointly and severally;
   - should unpaid or overdue fees be referred externally for debt collection, parents/guardians will be liable for the costs of such fee collection;
   - if fees for a year are increased by more than 10% of the fees payable for the preceding year, parents/guardians may terminate this contract of enrolment without penalty and by notice in writing to us within fourteen (14) days of the date on which we notify you of the increase.

LEAVING THE COLLEGE
25. Written notice of a student leaving should be provided to the Head of College at the earliest opportunity.

26. I/We acknowledge that if I/ we do not provide the College with 8 tuition weeks’ notice, we may be required to pay 8 tuition weeks fees. The College commits resources on the basis of confirmed and continuing enrolments and will most likely suffer loss from early termination. The College may have difficulty filling the student’s position at short notice.

In the event of cancellation of enrolment by the College, fees are payable for the whole of the term in which the student’s enrolment is cancelled.

The condition of 8 tuition weeks’ notice would not apply if this contact of enrolment is terminated for a breach by the College, or if 14 days notification of withdrawal is received following an annual increase in tuition fee greater than 10%.

REFUND POLICY
27. Refunds, if applicable, will be calculated using school tuition weeks remaining in the year. An adjustment will be applied to take into account failure to provide sufficient notice of withdrawal. (See paragraph 52 for full details of the Refund Policy).

TERMINATION
28. The College may terminate this contract when:
   - the student is excluded or enrolment cancelled;
   - mutual trust and the condition that both we and you work in partnership and co-operation in the best interests of the College breaks down;
   - there is a breach of contract by parents/guardians (including non-payment of fees and failure to support the faith or ethos of the College);
there is a failure of the student to attend College on a regular basis.

29. Parents/Guardians may terminate when:
   - written notice is provided to the College;
   - they consider the College is not providing the educational experience or opportunities they contracted for;
   - they fail to, or are unwilling to pay fees or to honour payment options entered into.

   It is expected that termination by either party would follow only after communications and efforts to remedy the issues of concern.

PARTICIPATION

30. Students are required to participate in all College activities unless reasonable excuse is provided.

31. Parents/Guardians agree to make every effort to ensure that the Student will not be absent (including lateness) from the College without leave of absence being granted by the College and that the term dates, as advertised by the College will be strictly adhered to.

32. Students absent from College without leave being granted may forfeit any credit for assessments missed during their absence. The College office should be advised before 9:30 am on any day of absence and a note sent to the College on the student's return to school.

EMERGENCIES

33. In the event of any medical or other emergency arising, in which the College considers it impossible or impractical to communicate with the parents/guardians of the student or any other nominated emergency contacts, I/we authorise the staff responsible to act as they may think necessary or expedient.

34. The College will take all reasonable care of the student but will not be responsible for the costs of any medical or dental attention or treatment administered to the student in such event nor will it be responsible directly or indirectly for any act or omission of any medical or dental practitioner or medical officer attending or treating my/our daughter including attention provided at the College Health Bay.

IDENTIFICATION OF STUDENTS

35. I/we consent to the student being identified (photographed/videoed and/or named) in College-related publications, including the College Annual/Year Book, Newsletters and celebrations of achievement.

   Yes ☐ No ☐

36. A separate consent will be sought from parents if a student is asked to be identified for promotional or marketing purposes.

PRIVACY

37. The College collects personal information about students at the school, their parents and people who care for them. The primary purpose of collecting the information is to enable the College to use the information for all actions connected with educating our students.

38. The Privacy Policy may be viewed on the College website. A hard copy of the Privacy Policy will be provided to anyone who requests it.

GENERAL

39. This contract of enrolment is governed by the law of Queensland and represents the entire agreement between the Parents/Guardians and the College relating to the student's enrolment. Any warranty, representation, guarantee or other term or condition not contained in this contract is of no force or effect.

40. This contract (as amended from time to time) will be binding and remain in force for the duration of the student’s enrolment at the College.

CONDITIONS RELATING TO FULL FEE PAYING OVERSEAS STUDENTS/SUBCLASS 570/571 STUDENT VISA HOLDERS

CODE OF ETHICS

41. The College complies with the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 as amended.
ACCESS OF INFORMATION
42. In signing this document parents give permission to the College to access information through the Visa Entitlement Verification Online (VEVO) and/or DIAC regarding student visa and immigration matters or any other authorised sites for enrolment purposes.

USE OF PERSONAL INFORMATION
43. The information provided may be made available to Australian Commonwealth and State agencies and the Tuition Protection Service, pursuant to obligations under the ESOS Act 2000, the National Code, The TPS and other related legislative instruments. This may include contact details for parents, the student and other relatives or persons connected to the student.

ACCOMMODATION
44. It is a condition of a student visa that students under the age of 18 years old must maintain adequate welfare and accommodation arrangements. The parents may be nominated as the guardian for Visa purposes, in which case a Confirmation of Accommodation and Welfare Approval (CAAW) letter will not generally be issued by the College.

Parents may request that the child be placed with a family or friend. However, the College must first assess and approve the requested arrangement according to its homestay policy and arrangement. The family or friends must be over 21 years of age, resident in the state of Queensland and who are themselves not overseas students themselves. If such arrangements are not deemed satisfactory by the College, the student will be moved to a homestay family arranged by the College.

Where a welfare letter is issued by the College, the student should not travel to Australia before the start date on the welfare arrangements. Parents agree to be satisfied with the homestay arrangements made by the College for the student.

COURSE PROGRESS AND ATTENDANCE
45. In accordance with the ESOS Act 2000 students are required to maintain satisfactory progress and attendance. Failure to do so will breach their visa conditions. (See Handbook for full details of Course Progress and Attendance Policy)

CHANGE OF ADDRESS
46. In accordance with the ESOS Act 2000 students are required to advise the College of any change in address and contact details within 7 days of any change. This is a condition of your student visa. I/We acknowledge that the College may be required to provide addresses and contact details of the parents and student to government bodies.

COMPLAINTS and APPEALS POLICY
47. Dispute Resolution Process / Student Grievances
The process of this grievance procedure is confidential and any complaints or appeals are a matter between you and those concerned or directly involved in the complaints handling process. You must notify the College in writing of the nature and details of the complaint or appeal. Complaints and appeals processes are available to you at no cost. You will have the opportunity to present your case to the Headmaster. You may be accompanied and assisted by a support person at all relevant meeting. Nothing in the College’s Complaints and Appeals Policy negates the right of an overseas student to pursue other legal remedies.

The full details of the policy and process is available on the College website: - http://brisbane.coc.edu.au/enrolment/policies/

DEFERMENT, SUSPENSION and CANCELLATION POLICY
48. Deferment, suspension and cancellation
The College will only grant a deferment of commencement or a request for suspension of studies for compassionate and compelling circumstances. The full details of the policy and process is available on the College website: - http://brisbane.coc.edu.au/enrolment/policies/

HOLIDAYS
49. If the student wishes to travel to any destination other than home during holidays, parents must apply to the College in writing, specifying welfare, travel and accommodation arrangements. Permission for such travel will not be granted unless the College is satisfied with these arrangements. No student is permitted to attend Schoolies Week celebrations. At the end of Year 12, students are required to return home within one week of graduation.
INTERVENTION STRATEGY

50. The College Intervention Strategy identifies students at risk of failing to demonstrate satisfactory course progress and attendance. This is a requirement under the terms of the National Code 2007 that Citipointe Christian College Brisbane identify students at risk of failing to demonstrate satisfactory course progress, and to undertake an intervention strategy to attempt to resolve the problem.

The full details of the intervention strategies policy and process is available on the College website:  http://brisbane.coc.edu.au/enrolment/policies/

LEARNING ACCOUNT

51. I/we give permission for a Learning Account to be opened for my/our student to satisfy the requirements for the Queensland Certificate of Education. A Learning Account is a list of school subjects the student has completed successfully.

REFUND POLICY

52. As a Registered Provider, the College requires prepayment of fees in advance as specified in the Course Handbook and/or Letter of Offer. Only then is a Confirmation of Enrolment (eCOE) issued. The eCOE is needed to apply for a student visa. Refunds, if applicable, will be calculated using school tuition weeks remaining in the year. An adjustment will be applied to take into account failure to provide sufficient notice of withdrawal. Unless otherwise stated, refunds will be paid within 4 weeks of receiving written notice and sighting a Letter of Offer with compliant Welfare arrangements where applicable.

All refunds will be paid directly to the person who has entered into the contract with the College, unless s/he directs the College in writing to pay the refund to someone else. A refund will be paid in the same currency in which fees were paid, unless this is not practical.

Pre-paid Tuition Fees:

Visa refusal: If a student’s visa application is refused by the Department of Immigration and Border Protection (DIBP) prior to commencement and the student cannot undertake the course, the School will refund within four weeks unspent pre-paid fees (except the application fee) where the student produces evidence that the application for a student visa has been refused by the Australian Immigration Authorities. Refunds will be calculated in accordance with the relevant legislative instrument as per ESOS Act 2000, Section 47E(4).

However, if the student has commenced studies at the College on a visitor visa or other temporary visa whilst applying on-shore for a student visa and the visa is then refused, the College will refund the unspent portion of tuition and non-tuition fees calculated on remaining tuition weeks in that semester on a pro-rata basis.

Provider Default

Provider Default is covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

In the unlikely event that CCC or CCCI is unable to deliver the course in full or is unable to commence on the agreed day, you will be offered a refund of the portion of unspent pre-paid tuition fees. The refund will be paid to you within 14 days of the default day. Calculation of refunds for prepaid tuition fees in these circumstances will be in accordance with the relevant legislative instrument as per the ESOS Act 2000 Section 46D(7).

Alternatively, you may be offered enrolment in an alternative course with another CRICOS registered Provider at no extra cost to you. You have the right to choose whether you would prefer a refund of the portion of unused pre-paid tuition fees, or to accept a place with another CRICOS registered Provider. The student will receive assistance from the Australian Government’s Tuition Protection Service (TPS): see https://tps.gov.au/Information/Students. If you choose placement with another CRICOS registered Provider, we will ask you to sign a document to indicate the placement.

Student Default

In general, Clauses 26-28 will apply to all refunds.

If the student wishes to cancel their enrolment prior to commencement, they must give the College at least four weeks written notice before the course start date. If four weeks written notice is given, the semester’s pre-paid tuition fees, however the application fee and acceptance fee will not be refunded. If
less than four weeks written notice is given, no refund will be made except in exceptional circumstances.

If a student is intending to leave the College prior to completing the course or courses offered, the students’ parents must give written notice of the withdrawal. This notice should be provided to the Head of College at the earliest opportunity. I/We acknowledge that if I/we do not provide the College with at least 8 tuition weeks notice, we may be required to pay 8 tuition weeks fees. The College commits resources on the basis of confirmed and continuing enrolments and will most likely suffer loss from early termination. The College may have difficulty filling the student's position at short notice. The condition of 8 tuition weeks notice would not apply if this contact of enrolment is terminated for a breach by the College, or if 14 days notification of withdrawal is received following an annual increase in tuition fee greater than 10%.

After commencement, if the student breaches a visa condition relating to unsatisfactory progress or attendance, the College may cancel the enrolment and I/We may be required to pay 8 tuition weeks fees.

In the event of cancellation of enrolment by the College, fees are payable for the whole of the term in which the student's enrolment is cancelled.

**Non-Tuition Fees:** The Application Fee is non-refundable.

**Homestay Fees, Homestay Placement Fee and Welfare Fee:** If cancellation is more than 4 weeks before the course start date, the Homestay fee, Homestay Placement Fee and Welfare Fee will be refunded. If cancellation is less than 4 weeks before the start date, or after the start of the course, the College will refund the balance of the pre-paid amount less 2 week's homestay fees but no refund of the Homestay Placement Fee or Welfare fee will be made.

**Overseas Student Health Cover:** The College pays OSHC to the Health Care Provider at the time of issuing the Confirmation of enrolment. If the student cancels their enrolment either prior to commencement or after commencement, the College will cancel the OSHC with the Provider and refund the amount owed. In some circumstances, the student/student's parents may need to contact the OSHC Provider themselves to obtain a refund.

**Bus Fees:** Four weeks’ notice of withdrawal from the bus is required, otherwise four weeks fees can be charged.

Refunds, where applicable, will be paid within 4 weeks of the signed written request by parents, provided sufficient details of the account to which the refund is to be paid is given at that time.

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws. The College’s dispute resolution processes do not circumscribe the student’s right to pursue other legal remedies.

**TRANSFER POLICY**

53. If a student wishes to transfer to another school or institution, written notice of intention to withdraw should be provided by the student’s parents at least 8 tuition weeks prior to the transfer. A reason for the transfer should be provided. (See Handbook for full details of Transfer Policy)

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<th>Name of student:</th>
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<tr>
<td>Father/Guardian’s signature:</td>
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<tr>
<td>Mother/Guardian’s signature:</td>
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<td>Signature of Headmaster (or delegate):</td>
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