



**Emmaus
Christian
School**

Terms & Conditions of Enrolment

Enrolment Contract: 3.1.2

Access Level – Public

Updated: June 2026 | Review June 2027

Growing together in faith, love and wisdom

Terms and Conditions of Enrolment

Prepared by	Business Manager and Enrolments Officer
Date prepared	1 April 2026
Date approved by the Board:	23 June 2026
Monitored by	Business Manager
Review by	2027
Date for review	23 June 2027
Status	Approved
Policy Pertains to:	Enrolment at Emmaus Christian School
File Details:	J:\

Version History

Version	Date	Notes
3.0	1 April 2026	Reviewed by Principal, Business Manager, Preschool Enrolments Officer and K-10 Enrolments Officer
	23 June 2026	Approved by Board



Contents

1. CONTRACTUAL FRAMEWORK	4
2. APPLICATION AND OFFER OF ENROLMENT	4
3. ACCEPTANCE OF OFFER	5
4. BASIS OF ENROLMENT	6
5. PARENT/CARER OBLIGATIONS	6
6. STUDENT OBLIGATIONS AND PARTICIPATION	7
7. SEARCHES, STUDENT PROPERTY AND DAMAGE	8
8. FEES, CHARGES AND PAYMENT OBLIGATIONS	9
9. WITHDRAWAL, CANCELLATION AND FEES IN LIEU OF NOTICE	9
10. FAILURE TO COMMENCE	10
11. INFORMATION, DISCLOSURE AND ACCURACY OF INFORMATION	10
12. HEALTH, DISABILITY, ADDITIONAL NEEDS AND ADJUSTMENTS	11
13. ATTENDANCE AND COMPULSARY EDUCATION	11
14. SCHOOL POLICIES, PROCEDURES AND DIRECTIONS	12
15. SUSPENSION, EXPULSION, EXCLUSION AND REVIEW OF ENROLMENT	12
16. COMMUNICATION AND AUTHORITY OF PARENTS/CARERS	12
17. COURT ORDERS, PARENTING ARRANGEMENTS AND FAMILY CIRCUMSTANCES	13
18. PRIVACY, COLLECTION AND USE OF INFORMATION	13
19. PHOTOGRAPHS, RECORDINGS, PUBLICATIONS AND SCHOOL ACTIVITIES	14
20. URGENT MEDICAL MATTERS AND STUDENT WELFARE	14
21. NO GUARANTEE OF PARTICULAR EDUCATIONAL OUTCOMES	15
22. VARIATION, AMENDMENT AND UPDATED POLICIES	15
23. TERMINATION AND CONSEQUENCES OF TERMINATION	15
24. RECORD KEEPING	15
25. GENERAL	16
26. DEFINITIONS AND INTERPRETATION	17



1. CONTRACTUAL FRAMEWORK

1.1 This Enrolment Contract between the School and the Parents/Carers consists of:

- a) the Letter of Offer or written offer of Enrolment issued by the School;
- b) these Terms and Conditions of Enrolment;
- c) the School's Enrolment Policy;
- d) the School's Fee Policy;
- e) the School's Privacy Policy;
- f) the School's Student Behaviour and Discipline policies;
- g) the Application for Enrolment and all information and documents provided in connection with that application; and
- h) any other policy, procedure, handbook, code of conduct, guideline or requirement of the School identified by the School from time to time as applying to the Student's Enrolment.

1.2 This Enrolment Contract forms part of the broader framework governing Enrolment at the School and should be read together with the related policies. To the extent of any inconsistency, the terms of the Enrolment Contract will prevail.

1.3 The Parents/Carers acknowledge that they are bound by the documents incorporated into this Enrolment Contract whether or not each such document is separately signed by them, provided the School has made those documents reasonably available to the Parents/Carers.

2. APPLICATION AND OFFER OF ENROLMENT

2.1 An entitlement to an offer of Enrolment or continued Enrolment is not created by any of the following alone:

- a) an enquiry;
- b) an expression of interest;
- c) an Application;
- d) an interview;
- e) an assessment; or
- f) placement on a waiting list.

2.2 Any offer of Enrolment is made:

- a) at the School's discretion; and
- b) subject to the School's Enrolment Policy.

2.3 An offer of Enrolment is made for a specific:

- a) Student;
- b) year level or program;
- c) entry point; and
- d) Commencement Date.

2.4 The School may make an offer of Enrolment subject to conditions, including conditions requiring the provision of: information;

- a) documents;



- b) reports;
- c) court orders;
- d) authorities;
- e) confirmations;
- f) medical, allied health or specialist material; and
- g) any other matter the School reasonably requires.

2.5 An offer of Enrolment may lapse or be withdrawn by the School if:

- a) it is not accepted in the manner and within the time specified by the School;
- b) any condition of the offer is not satisfied;
- c) the Acceptance Fee is not paid when required;
- d) information comes to light which, had it been known earlier, may have affected the decision to make the offer; or
- e) the School reasonably determines that the Enrolment should not proceed or continue to be processed.

3. ACCEPTANCE OF OFFER

3.1 A place for the Student is accepted only when the Parents/Carers have:

- a) signed and returned the Enrolment Contract, together with any other acceptance documents required by the School, including any Acceptance Offer;
- b) paid the applicable Acceptance Fee; and
- c) complied with any conditions specified by the School in the offer of Enrolment or otherwise during the Enrolment process.

3.2 Until all requirements in clause 0 have been satisfied, the School is not obliged to hold the place for the Student and may offer that place to another applicant.

3.3 Acceptance of an offer of Enrolment remains subject to completion of all Enrolment steps reasonably required by the School. Those steps may include attendance by the Parents/Carers and the Student at any:

- a) interview;
- b) orientation session;
- c) information session;
- d) Open Morning;
- e) transition activity; or
- f) other introductory process specified by the School.

3.4 If the Parents/Carers or Student fail to complete any required enrolment step within the time specified by the School, the School may, in its discretion:

- a) withdraw the offer;
- b) defer commencement; or
- c) determine that the Enrolment will not proceed.



4. BASIS OF ENROLMENT

4.1 The Parents/Carers acknowledge and agree that:

- a) Enrolment at the School requires a genuine commitment to the School's ethos and a willingness to support the School's educational, pastoral and behavioural framework;
- b) the School's curriculum, pastoral framework, activities, expectations and community standards are informed by the School's Christian worldview;
- c) they will not seek to require the School to depart from or compromise its ethos, mission, values or educational framework as a condition of the Student's Enrolment or continued Enrolment; and
- d) the Student must participate respectfully in all compulsory aspects of School life, including classes, assemblies, chapel services, pastoral activities and other activities which reflect or give effect to the School's Christian ethos.

4.2 The Student's Enrolment is intended to continue from year to year until the Student completes the School's final year level or Enrolment otherwise ends, subject to:

- a) this Enrolment Contract;
- b) applicable law; and
- c) the School's policies and procedures.

4.3 Continued Enrolment at the School is subject to:

- a) ongoing compliance with this Enrolment Contract;
- b) the Student's and Parents'/Carers' compliance with School requirements;
- c) payment of all fees and charges when due; and
- d) the continued suitability of the Enrolment arrangement.

4.4 The Parents/Carers acknowledge and agree that Enrolment does not imply endorsement by the School of any non-Christian faith or worldview, and neither the Parents/Carers nor the Student may promote, advocate for or proselytise any non-Christian faith or worldview within the School community in a manner inconsistent with the School's ethos, mission, values or policies.

4.5 The Parents/Carers acknowledge and agree that progression from one year level to the next is not automatic and remains subject to the School's assessment of the Student's academic progress, behavioural record, attendance, wellbeing, engagement and overall suitability for continued Enrolment.

4.6 If the School determines that the Student will not be offered progression to the next year level, the School will provide reasonable notice of that decision.

5. PARENT/CARER OBLIGATIONS

5.1 Each Parent/Carer who signs or is named in the Acceptance Offer is jointly and severally liable for all obligations arising under it, including payment obligations.

5.2 The Parents/Carers must:

- a) support the School's ethos, values, educational philosophy and policies;
- b) cooperate with the School in matters concerning the Student's education, behaviour, attendance, wellbeing and participation;
- c) comply with lawful and reasonable directions of the School;



- d) maintain respectful and constructive dealings with staff and the broader School community; and
- e) ensure that the Student complies with the School's requirements.

5.3 The Parents/Carers must promptly notify the School of any change in circumstances relevant to the Student or the Enrolment, including any change in:

- a) contact details;
- b) family circumstances;
- c) health or medical matters;
- d) wellbeing matters;
- e) learning support needs;
- f) court orders or parenting arrangements;
- g) visa or residency status; or
- h) any other matter relevant to the Student's Enrolment or welfare.

5.4 The Parents/Carers remain responsible for all fees and charges unless the School expressly agrees otherwise in writing.

5.5 Where the School has a Parent Participation Requirement, the Parents/Carers must comply with that requirement in accordance with the School's policies, including any requirement to contribute:

- a) time;
- b) services; or
- c) payment of any levy or charge in lieu,

as specified by the School from time to time.

5.6 The Parents/Carers must ensure that, when attending the School or participating in School-related activities, they comply with the School's visitor management, security, sign-in, safety and other operational procedures, as amended from time to time.

6. STUDENT OBLIGATIONS AND PARTICIPATION

6.1 The Parents/Carers must ensure that the Student:

- a) attends the School regularly and punctually;
- b) participates in the School's educational program to the best of their ability;
- c) complies with the School's behavioural, academic, pastoral and uniform expectations; and
- d) complies with applicable School policies and directions.

6.2 The Parents/Carers acknowledge that Enrolment includes participation in the School's educational program, which may include:

- a) classes and learning activities;
- b) camps, excursions and outdoor education programs;
- c) sporting activities and events;
- d) chapel services, assemblies and School functions;
- e) co-curricular and extra-curricular activities; and
- f) any other activity the School reasonably requires.



6.3 The Student may not be withdrawn from any part of the School's program except with the School's prior written approval or as otherwise required by law.

6.4 The Parents/Carers acknowledge and agree that the Student must not:

- a) possess, use, distribute or be under the influence of illicit drugs; or
- b) unlawfully use prescription medication, alcohol, vaping products, prohibited substances or other banned items,

while:

- a) at School;
- b) at a School-related activity; or
- c) otherwise under the School's supervision,

and any such conduct may constitute Unsafe or Noncompliant Behaviour and may result in immediate disciplinary action, including suspension or expulsion, in accordance with the School's policies and applicable law.

7. SEARCHES, STUDENT PROPERTY AND DAMAGE

7.1 To support a safe, orderly and effective learning environment, the Parents/Carers acknowledge and agree that, where the School has reasonable grounds to do so and to the extent permitted by law, the Principal or the Principal's delegate may require the Student to open or make available for inspection any item in the Student's possession, including;

- a) bags, lockers or desks;
- b) mobile phones, computers or other electronic devices;
- c) storage devices; or
- d) any other property brought onto School premises or to a School-related activity.

7.2 Any search or inspection under clause 0 must be conducted in a manner the School considers reasonable and appropriate in the circumstances, having regard to:

- a) the age of the Student;
- b) the nature and seriousness of the concern;
- c) the Student's welfare;
- d) privacy considerations; and
- e) applicable law or School policies.

7.3 Student Property

- a) The Parents/Carers acknowledge that all personal property brought to the School or to School-related activities is at the Student's and Parents'/Carers' own risk.
- b) The School does not accept responsibility for loss of, theft of, or damage to the Student's personal property, except to the extent that liability cannot be lawfully excluded.

7.4 The Parents/Carers are liable for the reasonable cost of repairing or replacing any School property lost, damaged or destroyed by the Student where that loss, damage or destruction is caused by the Student's act, omission, misuse, negligence or breach of School rules.

7.5 The Parents/Carers indemnify the School against any claim, loss, damage, liability, cost or expense suffered or incurred by the School arising from:



- a) the Student's serious or unlawful misconduct; or
- b) the Student's breach of School rules or lawful and reasonable directions,

except to the extent caused or contributed to by the School's negligence or by law rendering such indemnity unenforceable.

8. FEES, CHARGES AND PAYMENT OBLIGATIONS

8.1 The Parents/Carers must pay all tuition fees, levies, charges and other amounts payable in connection with the Student's Enrolment in accordance with the Fee Policy and any invoice or notice issued by the School.

8.2 The Fee Policy forms part of this Enrolment Contract and may set out:

- a) tuition fees;
- b) levies and compulsory charges;
- c) optional activity charges;
- d) payment dates and instalment arrangements;
- e) consequences of non-payment; and
- f) withdrawal and notice requirements.

8.3 All amounts payable to the School must be paid in full without set-off, counterclaim or deduction unless required by law.

8.4 The Parents/Carers indemnify the School against all reasonable costs, expenses and legal costs incurred by the School in recovering overdue amounts or enforcing this Enrolment Contract.

8.5 The School may charge interest on overdue fees and charges at the rate specified in the Fee Policy or, if none is specified, at a reasonable rate determined by the School.

8.6 Without limiting any other right, the School may withhold reports, access to optional activities, re-enrolment processing, or other non-essential services while fees remain overdue, to the extent permitted by law.

8.7 If a direct debit or other agreed payment method is dishonoured, rejected or declined, the Parents/Carers must pay any administration fee, dishonour fee or other charge specified in the Fee Policy or otherwise notified by the School in writing.

9. WITHDRAWAL, CANCELLATION AND FEES IN LIEU OF NOTICE

9.1 If the Parents/Carers wish to withdraw the Student from the School, they must give not less than one full School term's written notice.

9.2 If the required notice is not given, the Parents/Carers must pay to the School one (1) full term's tuition fees in lieu of notice, together with any levies, charges and other amounts that have fallen due or would ordinarily fall due during that notice period.

9.3 If the Parents/Carers accept a place and later withdraw the Student before the Commencement Date, or otherwise fail to proceed with Enrolment, the Parents/Carers remain liable for:

- a) the Acceptance Fee;
- b) any fees or charges already invoiced or incurred; and



- c) one full term's tuition fees in lieu of notice.

9.4 The School may waive or reduce any notice requirement or any amount payable in lieu of notice in its absolute discretion and only in writing.

10. FAILURE TO COMMENCE

10.1 The Parents/Carers acknowledge that an offer of Enrolment is made for a specific Commencement Date and does not create any entitlement to defer the Commencement Date.

10.2 If the Student does not commence on the Commencement Date without the School's written agreement:

- a) the School may treat the place as withdrawn;
- b) the School may terminate the Enrolment; and
- c) the Parents/Carers remain liable in accordance with this Enrolment Contract.
- d) If the Parents/Carers seek to enrol the Student again, they are required to recommence the application process again.

11. INFORMATION, DISCLOSURE AND ACCURACY OF INFORMATION

11.1 The Parents/Carers warrant and confirm that all information provided to the School:

- a) is complete, accurate and not misleading;
- b) has been provided in good faith; and
- c) does not omit any material matter relevant to the Student's Enrolment.

11.2 Without limitation, the Parents/Carers must disclose all relevant matters affecting the Student, including:

- a) medical conditions;
- b) Disabilities or additional needs;
- c) learning support requirements;
- d) behavioural, wellbeing or disciplinary history;
- e) risk issues;
- f) court orders and parenting arrangements;
- g) visa or residency matters; and
- h) any other matter that may affect the School's decision to enrol, continue to enrol, or appropriately support the Student.

11.3 The obligations in this clause are continuing obligations and apply both before and after commencement.

11.4 A failure to provide complete, accurate and updated information, or the provision of misleading information, constitutes a serious breach of this Enrolment Contract and may result in:

- a) withdrawal of an offer of Enrolment;
- b) deferral of commencement;
- c) suspension;
- d) cancellation or termination of Enrolment; or
- e) any other action reasonably determined by the School.



12. HEALTH, DISABILITY, ADDITIONAL NEEDS AND ADJUSTMENTS

12.1 Where the Student has, or may have, a Disability, additional need, health condition or support requirement, the School may require the Parents/Carers to provide such reports, assessments, authorities, information and cooperation as the School reasonably requires.

12.2 The School may require:

- a) medical, psychological, educational or allied health reports;
- b) updated reports from time to time;
- c) authority to contact previous schools, professionals or service providers; and
- d) an independent assessment where the School reasonably considers that necessary.

12.3 The School will consider whether reasonable adjustments can be made, having regard to all relevant circumstances.

12.4 The Parents/Carers acknowledge that the School is not obliged to make adjustments that are unreasonable or that would impose unjustifiable hardship on the School.

12.5 The School may defer, decline, review or terminate Enrolment where it reasonably determines that:

- a) it cannot provide an appropriate educational program for the Student; or
- b) the adjustments required would be unreasonable or would impose unjustifiable hardship.

12.6 The Parents/Carers must ensure that the School is promptly notified of any:

- a) infectious disease;
- b) contagious condition;
- c) serious illness, injury or other health matter affecting the Student,
- d) that may impact the Student's attendance, participation, safety or the wellbeing of others in the School community.

12.7 The Parents/Carers must keep the Student at home when the Student is:

- a) unwell;
- b) contagious; or
- c) not fit to attend School,

and must comply with any applicable exclusion periods, return-to-school requirements, public health requirements, and School policies concerning illness, infection control and student health.

13. ATTENDANCE AND COMPULSARY EDUCATION

13.1 The Parents/Carers must ensure the Student attends in the manner and at the times required by the School and applicable law, including, where applicable, while the Student is of Compulsory Education Age.

13.2 The Parents/Carers must notify the School of absences in accordance with School requirements and provide such explanations or supporting documentation as the School reasonably requires.

13.3 Where there is extended absence, repeated absence, or disengagement, the School may:

- a) require further information or documentation;
- b) implement support or intervention measures; and



- c) take action under this contract or its policies.

14. SCHOOL POLICIES, PROCEDURES AND DIRECTIONS

14.1 The Parents/Carers acknowledge and agree that they and the Student must comply with the School's policies, procedures, codes of conduct and lawful and reasonable directions as amended from time to time.

14.2 The School may amend or replace its policies, procedures and requirements from time to time.

14.3 Any amended policy applies from the date specified by the School, provided the School has notified Parents/Carers of any material change by reasonable means.

15. SUSPENSION, EXPULSION, EXCLUSION AND REVIEW OF ENROLMENT

15.1 The School may suspend, expel, exclude, cancel, terminate or otherwise review the Student's Enrolment in accordance with:

- a) applicable law;
- b) the School's Enrolment Policy;
- c) the School's Student Behaviour and Discipline policies; and
- d) this Enrolment Contract.

15.2 Without limitation, the School may take action under clause 0 where:

- a) the Student engages in Unsafe or Noncompliant Behaviour;
- b) the Parents/Carers or Student seriously or repeatedly breach this Enrolment Contract or School policies;
- c) fees remain unpaid;
- d) the Parents/Carers fail to provide required information or cooperation;
- e) the School reasonably determines the Enrolment arrangement is no longer suitable; or
- f) continued Enrolment would not be in the interests of the Student, the School community, staff, or the proper functioning of the School.

15.3 Where required by law or School policy, the School will provide procedural fairness before making a final decision under this clause.

15.4 Termination, cancellation, suspension, expulsion or exclusion does not affect any accrued rights of the School or any obligation of the Parents/Carers to pay amounts already due or otherwise payable under this Enrolment Contract.

16. COMMUNICATION AND AUTHORITY OF PARENTS/CARERS

16.1 The School may provide notices or communications to Parents/Carers in relation to Enrolment, attendance, or this Enrolment Contract by any reasonable means, including:

- a) email;
- b) communication via the School's parent portal or other electronic system;



- c) communication through the School's usual parent communication channels;
- d) publication on the School's website; or
- e) such other method as the School considers appropriate in the circumstances.

16.2 Parents/Carers must provide notices to the School in relation to matters affecting a Student's Enrolment, attendance, or participation in accordance with the School's published procedures or as otherwise directed by the School.

16.3 Where the School requires written notice, that notice must be provided in writing and delivered to the School using the contact details specified by the School from time to time.

16.4 Parents/Carers are responsible for ensuring that the School has current and accurate contact details for the Parents/Carers, including email addresses and telephone numbers, and for monitoring communications sent by the School.

16.5 A notice or communication will be taken to have been received by a Parent/Carer if it is sent using the contact details most recently provided to the School.

16.6 In circumstances requiring urgent communication relating to a Student's wellbeing, attendance, or safety, the School may use any available contact method to notify Parents/Carers.

17. COURT ORDERS, PARENTING ARRANGEMENTS AND FAMILY CIRCUMSTANCES

17.1 The Parents/Carers must promptly provide the School with complete and current copies of any court order, parenting order, injunction, protection order, care arrangement or other legal instrument relevant to the Student.

17.2 The School is entitled to rely on the most recent copy of any order or arrangement provided to it.

17.3 The School is not obliged to adjudicate disputes between Parents/Carers and will require them to resolve those matters between themselves or through appropriate legal processes.

17.4 The School may implement reasonable operational arrangements having regard to the information available to it, the Student's welfare, and the School's duties.

18. PRIVACY, COLLECTION AND USE OF INFORMATION

18.1 The School collects, uses, stores and discloses personal information in accordance with the Privacy Act 1988 (Cth) and the School's Privacy Policy.

18.2 Information relating to a Student or their Parents/Carers is confidential and must be handled in a manner that protects the privacy, dignity and interests of those persons.

18.3 The School restricts access to personal information to those members of staff who require that information for the purpose of:

- a) assessing an Application;
- b) administering Enrolment;
- c) delivering educational, pastoral or administrative services; or
- d) complying with legal or regulatory obligations.



18.4 Staff must only access, use or disclose personal information to the extent necessary to perform their duties.

18.5 All staff must:

- a) maintain the confidentiality of personal information obtained in the course of their duties;
- b) ensure that personal information is not disclosed to any person who does not have a legitimate need to know that information; and
- c) take reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification or disclosure.

18.6 The School may disclose personal information to third parties where such disclosure is reasonably required for the purposes of the Enrolment process, including to:

- a) previous schools or educational institutions;
- b) educational, medical or allied health professionals;
- c) regulatory or government authorities; or
- d) any other person where required or authorised by law.

18.7 Parents/Carers must ensure that all information provided to the School is accurate, complete and up to date. The School relies on the accuracy of that information in administering Enrolment and supporting the Student.

19. PHOTOGRAPHS, RECORDINGS, PUBLICATIONS AND SCHOOL ACTIVITIES

19.1 The Parents/Carers acknowledge that the Student may participate in classes, events, performances, sporting activities, camps, excursions and other activities conducted or authorised by the School.

19.2 The School may photograph, film or record the Student and use those images or recordings for educational, archival, pastoral, community or promotional purposes in accordance with the School's policies and any consent arrangements it adopts from time to time.

19.3 The Parents/Carers must comply with any consent, media, publication or participation procedures required by the School.

20. URGENT MEDICAL MATTERS AND STUDENT WELFARE

20.1 If the School reasonably considers that urgent medical attention or welfare intervention is necessary for the Student, and it is impracticable to contact the Parents/Carers in time, the School may take such action as it reasonably considers necessary in the circumstances.

20.2 The Parents/Carers are responsible for any medical, ambulance, treatment or associated costs incurred in respect of the Student unless recoverable from another source.

20.3 The Parents/Carers must comply with School requirements in relation to medication, health management plans, allergies, emergency responses and related matters.



21. NO GUARANTEE OF PARTICULAR EDUCATIONAL OUTCOMES

21.1 The School does not warrant or guarantee:

- a) any particular educational, academic, sporting, cultural, behavioural or social outcome;
- b) admission to any particular program, activity, leadership role or pathway; or
- c) that the Student will complete any year level or remain enrolled until graduation.

21.2 Educational and pastoral decisions are matters for the professional judgment of the School, subject to law and this Enrolment Contract.

22. VARIATION, AMENDMENT AND UPDATED POLICIES

22.1 This Enrolment Contract may only be amended in writing by the School or in accordance with a contractual power contained in the incorporated documents.

22.2 The School may amend policies and procedures from time to time, and those amended policies will bind the Parents/Carers and the Student once notified in accordance with School processes.

22.3 Fees and charges may be varied from time to time in accordance with the Fee Policy or as otherwise notified by the School.

23. TERMINATION AND CONSEQUENCES OF TERMINATION

23.1 Enrolment may end:

- a) by withdrawal in accordance with this Enrolment Contract;
- b) by completion of the Student's final year level at the School;
- c) by cancellation, suspension, exclusion or expulsion in accordance with this Enrolment Contract or applicable law;
- d) by agreement in writing; or
- e) otherwise in accordance with law.

23.2 Termination or cessation of Enrolment does not affect:

- a) any accrued rights of the School;
- b) any obligation to pay fees, charges or damages already accrued or arising under this contract; or
- c) any clause which by its nature is intended to survive termination.

23.3 Upon cessation of Enrolment, the School may deal with records, communications, references, regulatory notifications and transition matters in accordance with law and its policies.

24. RECORD KEEPING

24.1 The School maintains records relating to Applications, Enrolment and Student information for the purpose of administering Enrolment, supporting Students, and complying with legal and regulatory obligations.



24.2 Records relating to Applications that do not result in Enrolment are retained for a period of five (5) years from the date of the Application.

24.3 At the expiry of that period, those records are securely destroyed in accordance with the School's record management practices.

24.4 Records relating to Applications that result in Enrolment form part of the Student's official record.

24.5 Those records are:

- a) retained by the School for the duration of the Student's Enrolment;
- b) held on-site for a period of one (1) year following cessation of Enrolment; and
- c) archived off-site for a further period of seven (7) years, or such longer period as required by law or the School's record retention policies.

24.6 The School stores records in a manner that:

- a) protects the confidentiality and integrity of the information;
- b) restricts access to authorised personnel; and
- c) complies with applicable privacy and record-keeping requirements.

24.7 Parents/Carers may request access to, or correction of, personal information held by the School in accordance with the School's Privacy Policy and applicable law.

24.8 Where records are no longer required to be retained, the School ensures that those records are securely destroyed or de-identified in accordance with applicable legal requirements and the School's policies.

25. GENERAL

25.1 Relationship with Other School Documents

This Enrolment Contract is to be read together with the School's:

- a) Enrolment Policy;
- b) Fee Policy;
- c) Privacy Policy;
- d) Student Behaviour and Discipline policies; and
- e) any other policy or procedure the School identifies as relevant from time to time.

25.2 Scope and Application

This Enrolment Contract applies to:

- a) prospective Students and their Parents/Carers applying for Enrolment at the School; and
- b) current Students and their Parents/Carers to the extent this Enrolment Contract deals with attendance, participation, suspension, expulsion, or matters affecting ongoing Enrolment.

25.3 School Discretion

Subject to this Enrolment Contract and applicable law, the School retains discretion in relation to Enrolment decisions, including decisions to offer, defer, decline, suspend, cancel or otherwise review Enrolment.



25.4 Governing Law and Jurisdiction

- a) This Enrolment Contract is governed by the law applying in the Australian Capital Territory, Australia.
- b) Each party irrevocably submits to the exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts in respect of any proceedings arising out of or in connection with this Enrolment Contract.
- c) Each party irrevocably waives any objection to the venue of any legal proceedings on the basis that they have been brought in an inconvenient forum.

25.5 Waiver

- a) A failure or delay by a party to exercise a right under this Enrolment Contract or any related agreement does not constitute a waiver of that right.
- b) A waiver is only effective if it is in writing and signed by the party granting the waiver.

25.6 Severance

If any provision of this Enrolment Contract is found to be wholly or partially void, invalid or unenforceable, that provision will be severed to the extent necessary, and the remaining provisions will continue in full force and effect.

25.7 Joint and Several Liability

If an obligation or a liability is assumed by, or a right conferred on, two or more persons under this Enrolment Contract, that obligation or liability binds or benefits them jointly and severally.

25.8 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Enrolment Contract without the prior written consent of the other party.

25.9 Costs

Except as otherwise provided in this Enrolment Contract, each party must bear its own costs and expenses in connection with the Enrolment process, unless otherwise expressly agreed.

26. DEFINITIONS AND INTERPRETATION

26.1 Definitions

In addition to capitalised terms defined elsewhere in this Enrolment Contract, capitalised terms used in the Enrolment Contract will have the following meanings:

Term	Meaning
Acceptance Fee	the non-refundable fee of \$500 (or such other amount as notified in the Letter of Offer) payable by Parents/Carers as a condition of accepting an offer of Enrolment, which is payable to secure and reserve the Student's place and is not transferable or creditable towards any other fees or charges.



Acceptance Offer	the acceptance form, confirmation of enrolment, online acceptance process, or other document or process by which the Parents/Carers accept an offer of Enrolment.
Act	the <i>Education Act 2004</i> (ACT).
Application	an application for Enrolment submitted to the School in the form, and accompanied by the information, documentation and payment, required by the School from time to time.
Carer	a person, other than a Parent or guardian, who has responsibility for the care of a child and who is authorised to act in relation to the child's enrolment, attendance or welfare at the School.
Commencement Date	the date on which a Student is to commence at the School, as specified by the School in an offer of enrolment, the Enrolment Contract, or otherwise agreed in writing.
Compulsory Education Age	that a child is at least 6 years old and under the age that the first of the following happens: a) the child is 17 years old; or b) the child completes year 12.
Disability	in relation to a person, means: a) total or partial loss of the person's bodily or mental functions; or b) total or partial loss of a part of the body; or c) the presence in the body of organisms causing disease or illness; or d) the presence in the body of organisms capable of causing disease or illness; or e) the malfunction, malformation or disfigurement of a part of the person's body; or f) a disorder or malfunction that results in the person learning differently from a person without the disorder or malfunction; or g) a disorder, illness or disease that affects a person's thought processes, perception of reality, emotions or judgment or that results in disturbed behaviour; and includes a disability that: h) presently exists; or i) previously existed but no longer exists; or j) may exist in the future (including because of a genetic predisposition to that disability); or k) is imputed to a person.



	To avoid doubt, a disability that is otherwise covered by this definition includes behaviour that is a symptom or manifestation of the disability.
Domestic Student	a prospective Student who is not required to be enrolled as an Overseas Student.
Education Provider	has the meaning given in section 9A of the Act and includes a government or non-government school, or any other provider of an education course recognised under the Act.
Enrolment	the acceptance by the School of a Student into a place at the School, subject to the terms of: a) the Enrolment Contract; b) the School's applicable policies and procedures.
Enrolment Administration Fee	the non-refundable fee payable by the Parents/Carers when submitting an Application, as notified by the School from time to time, which is payable in consideration of the School reviewing, recording, processing and assessing the Application.
Enrolment Contract	this written agreement between the School and the Parent(s)/Carer(s) governing the Student's Enrolment at the School, as amended from time to time, and includes any written offer of Enrolment accepted by the Parents/Carers and any document incorporated into that agreement by reference.
Enrolment Policy	the School's Enrolment Policy, as amended from time to time.
Enrolment Register	a register, waiting list, assessment list or other record maintained by the School for the purpose of administering Applications and enrolment.
Fee Policy	the School's policy, schedule or other document published or issued by the School from time to time setting out tuition fees, levies, charges, payment obligations, withdrawal requirements and any other financial terms relating to Enrolment.
Overseas Student	a prospective Student who is: a) not an Australian citizen or permanent resident; and b) required to be enrolled on the basis applicable to international Students.
Parent	a parent, guardian or other person having parental responsibility for a child.
Parent Participation Requirement	any parent involvement program, volunteer commitment, participation requirement, levy in lieu arrangement, or similar obligation imposed by the School from time to time in connection with the Student's Enrolment.



Principal	the principal of the School and includes the Principal's delegate where the context permits.
School	Emmaus Christian School Canberra Limited ABN 26 483 932 179 of 73 Davenport Street, Dickson ACT 2602.
School Day	any day on which the School is open for instruction, or otherwise conducting a program or activity in which the Student is required or expected to participate.
Student	a person who is enrolled, or who has applied to be enrolled, at the School.
Unsafe or Noncompliant Behaviour	when a Student's behaviour reduces the safety or effectiveness of the learning environment because it: a) is persistently or disruptively noncompliant; or b) poses an unacceptable risk to the safety or wellbeing of: i. another Student; ii. a member of staff; or iii. another person involved in the School's operations.

26.2 Interpretation

In this Enrolment Contract, unless the context otherwise requires:

- a) words in the singular include the plural (and vice versa);
- b) words indicating a gender include the corresponding words of any other gender;
- c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- d) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- f) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Enrolment Contract, and a reference to this Enrolment Contract includes all schedules, exhibits, attachments and annexures to it;
- g) a reference to a document (including this Enrolment Contract) is to that document as varied, novated, ratified or replaced from time to time;
- h) headings and words in bold type are for convenience only and do not affect interpretation;
- i) the word "includes" and similar words in any form is not a word of limitation;
- j) no provision of this Enrolment Contract will be interpreted adversely to a party because that party was responsible for the preparation of this Enrolment Contract or that provision; and
- k) a reference to \$, or "dollar", is to Australian currency, unless otherwise agreed in writing.

