ENROLMENT CONTRACT
between
PARENTS / GUARDIANS and MARIST COLLEGE ASHGROVE

We, the applicants, being the parents / legal guardians of the student, accept the offer of enrolment made by Marist College Ashgrove. We accept the offer, aware of, and in agreement with, the following conditions:

GENERAL
A Marist College Ashgrove is a Catholic school founded on the traditions of Marist education and committed to the vision and ethos of St. Marcellin Champagnat, founder of the Marist Brothers. The College sets out to proclaim the Good News of Jesus.

B Membership of the College community requires specific positive relationships amongst students, staff and parents. Such relationships are founded on our core Gospel beliefs. Acceptance, respect and dignity must, therefore, be accorded to every member of the College community.

C Participation in the spiritual and religious life of the College is required of every student. Exemptions from this vital dimension of the College’s life for any reason are unacceptable, even from those enrolments accepted from other than Catholic students and families.

D The College does not guarantee a particular level of achievement for any student as achievement depends predominantly on the individual attributes of each student and his personal willingness to do his best. Parents will support the reasonable and informed educational advice of the College in relation to the student.

E Parents and students will have ready access to College policies, rules, behaviour management and ethos statements and agree to support these policies and to assist the student in his compliance.

Parents understand that every Marist College Ashgrove student is expected to act at all times in accordance with the values and rules of the College. They acknowledge that serious breaches of either their own commitment to, or their son’s compliance with, these known expectations could lead to cancellation of his enrolment. They understand that such College rules may be altered or added to at any time.

F 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, this may mean that the College may not always act in accordance with parents’ preferences and requests.
G Unless there are exceptional circumstances, it is accepted that during the student’s enrolment at the College, the student will live in the care and control of the parents. Any change in these arrangements, or any change in contact details must be promptly reported to the College. All boarding students will live in the care and control of the College-approved care arrangements.

H The College reserves the right to exclude any person irrespective of whether they are a parent or not, from entering or remaining on College property or participating in College activities (including co-curricular activities) when the College reasonably believes that it is in the best interests of the student or the good running of the College that that person be excluded.

ATTENDANCE

A Every endeavour is made to ensure that the student will not be absent from the College without explained leave of absence, and that term dates, as advertised, will be adhered to unless otherwise agreed.

B Regular attendance and punctuality at the College and all classes is required. Parents, in addition to phoning or emailing the College on the day of the absence must provide a note and, in some circumstances a medical certificate, when students are absent for legitimate reasons.

C Students are required to participate fully in events integral to the life of the College. These include but are not restricted to:
   - College Masses
   - Retreats
   - College Swimming and Athletics Carnivals
   - College Walkathon
   - Camps and excursions

D Requests for early leave at the end of a term are discouraged. Likewise, it is unacceptable for students to take days off from school to complete assignments.

E Failure of the student to attend as expected and as required by law may result in breach of contract and the student leaving the College.

DISCIPLINE

A The Headmaster (or delegate) has authority to apply whatever reasonable disciplinary measures are considered appropriate in relation to the conduct of the student. This includes a range of measures ranging from classroom procedures to cancellation of enrolment.

B In serious situations and/or where the conduct of the student is assessed by the Headmaster (or delegate) as physically, psychologically or morally harmful to other students there may be mandatory reporting of these behaviours to appropriate State Authorities, Police and Department of Children’s Services as required by law.

Serious discipline responses from the College may include show cause, suspension and cancellation of enrolment. In such situations, prior to any decisions, the student and parents are entitled to natural justice and will be provided with clear details of the allegations to ensure that they have a full opportunity to respond.

C To ensure the physical and moral safety of all students the College reserves the right to confiscate forbidden and dangerous property. This may include taking whatever action is deemed necessary such as directing searches in lockers, desks, bags etc and viewing the contents of confiscated electronic devices to deal with those threatening – by commission or omission – the well-being of the College community.

D The parents will indemnify the College for any loss or damage caused by their or their son’s failure to comply with expectations as provided in this contract, including willful or reckless behaviour of the student.

E Students who bring the College into disrepute will incur appropriate penalties as determined by the Headmaster.
BOARDING

A Membership of the College boarding community implies that there is a reasonable expectation that those students are emotionally, psychologically and socially ready to benefit from the lifestyle and structures that are in place. They must not pose a threat to the health, safety and well-being of others or themselves.

B There is no automatic presumption that a request for a student to change enrolment status from boarding to day or day to boarding will be approved. Such a decision rests solely with the Headmaster.

DISCLOSURE

A The parents have confirmed that they have made full and frank disclosure of all information requested by the College in the Enrolment Application form. They understand that failure to have done so could result in cancellation of enrolment.

B Specifically, the parents agree to provide the College with copies of any Court orders relating to the student that are currently in force or that are made at any time during the enrolment at the College. They also agree to notify the College of any matter that may impact on the student’s general well-being, school life and learning.

TERMINATION AND DEPARTURE

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

A The College may terminate this contract when:

- Mutual trust and the condition that both the College and the applicants work in partnership, co-operation and in the best interests of the College breaks down; and/or
- There is a breach of contract by the applicants including non-payment of fees and/or failure of the applicants to support the faith or ethos of the College; and/or
- There is a failure of the student to attend the College on a regular basis; and/or
- The student’s enrolment is cancelled.

B The parents may terminate this contract when:

- Written notice is provided to the College by the parents; and/or
- They consider that the College is not providing the educational experience or opportunities they contracted for; and/or
- They fail to, or are unwilling to pay fees or to honour payment options entered into.

C If the student is to leave the College, the parents will, where possible, give written notice no later than the first day of the term at the end of which he will be leaving; or, if leaving during a term, not later than the first day of the preceding term.

At times and for various reasons a student may discontinue enrolment during a term. Parents are required to pay fees for the whole term in which the student discontinues unless otherwise agreed with the Headmaster.

OTHER

A Co-curricular activities include creative, sport and service endeavours which are integral to the curriculum of the College and are important ways in which the talents and gifts of every student can be nurtured and shared. As designated in the College calendar, and on other occasions arising from our membership of the Associated Independent Colleges (AIC) or Combined Independent Colleges (CIC), co-curricular participation is required as part of the life of the College and integral to the growth and development of each student. Participation by all, according to the relative abilities of each student is mandatory. If a student has ability in a co-curricular activity that is offered at the College, he would be expected to contribute by representing the College. This representation takes precedence over fixtures offered by outside organizations.
B Parents agree to the publication of any school-related material by or about the student, including photography and names. They acknowledge that such material is used regularly in College publications such as newsletters, Blue and Gold annual magazine, prospectus, calendar, advertising and the College website.

☐ YES  ☐ NO

Parents also agree to the sharing of personal information (limited to name, address, telephone numbers, email addresses, occupation) with College supporting groups such as the Parents and Friends Association, the Old Boys’ Association and the College Foundation.

☐ YES  ☐ NO

C The College does not insure student property of any description. Students take sole responsibility for all personal property brought to the College or to a College activity.

The student will be liable, at replacement cost value, for loss or damage caused by him to College property.

D In the event of any medical or other emergency arising in which the College considers it impossible or impractical to communicate with the undersigned parents, the College will take all reasonable care of a student suffering accident or illness but will not be responsible for the costs of any ambulance, medical or dental attention or treatment administered to the student. Nor will the College be responsible directly or indirectly for any act or omission of any medical or dental practitioner or medical officer attending or treating the student, including attention provided by the Health Centre or other College staff.

E The administration of the College (including rules and procedures for staff and students) is informed by many policies. These are subject to review and alteration at any time and are accessible online through the College website.

This Enrolment Contract will be binding and remain in force for the duration of the student’s enrolment at the College. It is governed by the law of Queensland and, together with the School Fees Policy document, represents the entire agreement between the parents and the College relating to the student’s enrolment. Any warranty, representation, guarantee or other term or condition not contained in this contract (as defined) is of no force or effect.

Parents / Legal Guardians agree that they understand the School Fees Refund Policy, which forms part of this Enrolment Contract.

TWO COPIES OF THIS ENROLMENT CONTRACT WILL BE PROVIDED TO PARENTS. ONE SIGNED COPY IS TO BE RETURNED TO THE COLLEGE. THE SECOND COPY IS TO BE RETAINED BY THE PARENTS FOR THEIR FUTURE REFERENCE.

MOTHER/GUARDIAN:

[PLEASE PRINT]  [SIGNATURE]

FATHER/GUARDIAN:

[PLEASE PRINT]  [SIGNATURE]

HEADMASTER
Mr Peter McLoughlin

DATE: ______________________ 2013