



Between:

Parents .....  
 Parent / Guardian (*please print*)  
 (jointly and severally "you")

.....  
 Parent / Guardian (*please print*)

and

Iona College Limited, ABN 32 127 678 675  
 ("We/Us" or "The College")

By signing this Contract, you are accepting the offer of enrolment made by the College for .....  
Student Name (*please print*)

to become a student of the College in Year 7, in the year 2024. **This Enrolment contract is a legally binding contract which sets out the whole terms and conditions agreed to by the parties in regard to the student being educated by the College.**

**BACKGROUND MATTERS:**

1. The College presumes that each parent who signs this Enrolment Contract has parental responsibility for the Student, and that the enrolment of the student is with the consent of each person who exercises parental responsibility for the student.
2. The parents/guardians sign this enrolment contract jointly and severally and take on the rights and obligations under this Enrolment contract both as individuals and as a couple where more than one parent signs the enrolment contract.
3. This Enrolment Contract will be governed by the laws of Queensland and if there is a dispute, the Queensland Courts will hear the matter.
4. Part(s) or all of any clause(s) of this Contract that is illegal or unenforceable will be severed from this Contract and the remaining provisions will continue in force.
5. The address for service of documents on the College is 85 North Road, Lindum, QLD, 4178.
6. The parents agree to receive notices from the College via their nominated email addresses, and documents including this contract may be exchanged electronically including via email or the School Portal.
7. You acknowledge that this contract is the document setting out the relationship between the parties in respect to the education of the child, including but not limited to times as when the Student is at the College campus/es, attending College camps, excursions, service programs, functions, co-curricular activities or is attending or participating in a work experience program. 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.

**CATHOLIC IDENTITY**

8. The parents and guardians accept that Iona College is a Catholic College seeking to provide a dynamic Catholic learning community within the Oblate spirit, so that its members are faith-filled, resilient, courageous, well-balanced and prepared to make a difference. The person of Jesus is central to the mission at the College and every student and family is expected to participate in the spiritual and religious life of the College, regardless of the students' faith background.

**DISCLOSURE**

9. You warrant that:
  - 9.1. You have read the Enrolment Application you submitted to us, and it is accurate, and completed fully and truthfully in all respects;
  - 9.2. You will provide us with full information relating to the health, medical, educational and psychological background of the student as soon as it is available from commencement of this contract until the student ceases to be a student at the end of their education at Iona College.
  - 9.3. You have read this Enrolment Contract carefully and fully and understand your obligations in it;
  - 9.4. You support the College Ethos as expressed in the College Charter and Prospectus documents;
  - 9.5. You understand that all education and extra curricular activities will be conducted by the College in a manner consistent with the College Statement of Faith, College Charter and Mission and Values;
  - 9.6. You have read and understood the College Policies that are included on the College Website, and will comply with these policies as they exist from time to time, understanding that the policies are not a term of this Contract, and may change to reflect changes of law, technology or for other reasons;
  - 9.7. You understand that a failure to comply with your obligations, including a failure to complete the Application for Enrolment accurately, fully and truthfully, or to provide us with updated information may result in the termination of this Enrolment Contract by the College at our discretion. If we elect to terminate the enrolment, this will result in forfeiture of any fees paid in advance.

**EDUCATION:**

10. We will be responsible for the care of the student on College premises or at College sanctioned excursions on usual College days from 8.00 am until 3.30 pm and during pre-arranged extracurricular or cocurricular activities outside of these hours. You are responsible for the supervision and safety of the student outside of these hours;
11. Whilst parents and students may choose to engage in group activities outside of school hours (including on the College campus), unless set out in the school newsletter, portal or via an email from a College staff member, these are not organised or controlled by the College and parents are responsible for ensuring their child's safety.



12. We will seek to educate the student with due care and skill.
13. We do not guarantee that students will achieve a specific level of academic achievement, but will provide every reasonable opportunity to the student to achieve to his fullest potential;
14. We will act in the best interests of the student individually where possible, and the student body generally. This may mean that some actions taken by the College may not be in accordance with a parent or guardian's request.
15. We will determine the curriculum and co-curricular including which activities are compulsory, and will deliver the curriculum in accordance with the College Charter.
16. You:
  - 16.1. will encourage the student to take full advantage of the curricular and co-curricular opportunities we will provide to further their education;
  - 16.2. will facilitate and encourage the student participating in mandatory College activities including religious education, Liturgies/Mass that occur during school hours, homework, sports, camps and excursions designed to enrich and extend their education;
  - 16.3. will provide all necessary books, stationary items, uniforms and equipment that the student will require to enable them to benefit from the education offered by the College;
  - 16.4. will ensure that any library books, textbooks, laptop and peripherals, musical instruments or other equipment provided to the student by the College are returned in reasonable condition to the College promptly when called for;
  - 16.5. will ensure that the student is sent to College dressed properly in the required uniform unless exceptional circumstances apply;
  - 16.6. will ensure that you comply with all relevant policies and rules set by the College; and
  - 16.7. will do all that is reasonably practicable to ensure the student complies with the policies and rules set by the College and behaves in a manner consistent with the College Values and Charter.
17. You acknowledge that the College policies and rules do not form part of this contract, and may be amended from time to time.

#### COMMUNICATION AND USE OF INFORMATION

18. You agree that we may act on the direction of one parent/guardian. The communication of a direction by one parent will be taken to have been given on behalf of all parents/guardians unless it is clear that the parents/guardians are not in agreement.
19. Notwithstanding any provision to the contrary, where a Court Order provides that one parent has sole parental responsibility for making decisions in relation to education matters, we will act only on that parent's direction.
20. In circumstances where separated parents are unable to agree on whether a child is to remain at the College, the College will not become involved. One parent/guardian may give not less than 3 months' notice of termination of this Enrolment Contract. The other parent/guardian will be at liberty (subject to an Order of the Court to the contrary), to apply to re-enrol the student of the College via an Enrolment Contract in their name only provided that either both parents consent to the child remaining a student of the College, or the enrolling parent has sole parental responsibility for the student.
21. If the parents have equal shared parental responsibility pursuant to Court Orders and do not agree on the child continuing to be educated at the College, the College shall continue to educate the child pursuant to this Enrolment Contract for a period of 3 months. During this period, the College expects that the parents will take steps to obtain a Court Order as to the schooling arrangements of the child. In the event that a Court Order has not been obtained and the parents remain in dispute, we may (in our sole discretion) continue or terminate the enrolment of the student unless and until either the parents agree to the enrolment of the Student, or the Court orders the enrolment of the Student.
22. Where communication is to be with the entire College community or with identifiable sections of the College community, we may communicate through the College website, Parent Portal/Intranet, newsletter or email. You agree to ensure that you regularly check your emails, the College Website and Portal and Newsletter for updated information. The College may choose to communicate general information via closed facebook or other social media groups managed by the College at their discretion.
23. Where communications are via written communication sent home with students, you are responsible to obtain this from the student, and share these communications with the other parent or guardian.
24. You understand that we are required to provide copies of report cards to each parent/guardian in most cases. In the event that you do not wish this occur, you will advise us and will explain the reason for your request. Otherwise, we will provide copies of your child's report card to both parents/guardians.

#### EXPECTATIONS OF STUDENTS:

25. We will ensure that School Values, Mission, Policies and Rules are accessible to you via the College website.
26. As a member of the College community, the student is expected to exercise appropriate self-discipline and follow the established College and classroom rules, and to behave in a way that does not bring dishonour to the name of Christ or bring disgrace to the College.
27. You understand that the College has a high expectation of student behaviour and discipline, personal presentation, conduct, effort in class, completion of homework, and general demeanour of students. You agree to support the College in its pursuit and application of these standards.
28. The College sets high academic standards for effort and achievement. Students for whom the College has concerns may:
  - 28.1. together with their parents, be required to attend an academic performance interview;
  - 28.2. be limited in their subject selections and academic pathways; and/or
  - 28.3. be refused progression to the next year level.
29. Consideration will be given to the age and individual needs of the child when the student does not meet the expected behavioural standards in determining the appropriate discipline for such breaches, within the context of our Behaviour Management policy.
30. You understand that students are required to attend classes daily (Monday to Friday), commencing at 8.30 am unless alternative arrangements have been made with the College. If the student is absent, you must advise the College of the reason for the absence.



31. You agree to ensure your child's involvement in all College activities, unless specifically exempted for medical reasons, or upon granting of exclusion by the Principal or their delegate in their sole discretion.
32. You agree to adhere to the Uniform requirements as outlined in the Uniform Policy.
33. You agree that College sporting commitments and co-curricular activities will take priority over conflicting Club sporting commitments.
34. You acknowledge and accept that we may discipline the student for failure to comply with reasonable directions given by a person in authority or for failure to comply with the College policies and rules, including in respect of actions by a student outside of normal College hours. These failures may either occur on or off the College campus. Discipline of a student may include (without limitation):
  - 34.1. Detention – including after school detention;
  - 34.2. Community Service outside of school hours;
  - 34.3. Internal or External Suspension; or
  - 34.4. Expulsion
35. You and the student will accept and comply with any and all reasonable behavioural management processes applied for breach of College policies and rules. This includes taking reasonable steps toward seeking professional advice and assessment as recommended by College staff.
36. You understand that the Principal and Rector, in consultation with the Dean of Students/Head of Primary Years, may suspend or expel the student from the College. Where discipline may involve suspension or expulsion of the student, the student will not be suspended or expelled until the student has been told about the allegations and the student and his family have been allowed a reasonable opportunity to respond.
37. You agree that you will be responsible for any wilful damage caused to property, caused by your child.

#### EXPECTATIONS OF PARENTS

38. You acknowledge that while enrolled at the College, the Student is expected to act at all times in accordance with the policies, values and rules of the College. You understand that the College has a high expectation of student presentation, uniform, behaviour and discipline. You agree to support the College in relation to our policies, values and rules and ensure, as far as practicable, that the Student complies with those policies, values and rules. Serious breaches in this regard, including actions outside of normal College hours which bring the name of the College into disrepute, may lead to cancellation of enrolment.
39. Where discipline may involve suspension or expulsion of the Student, the Rector 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, as required by natural justice.
40. You agree that you will not commence any social media "page" or "group" which uses the Iona College name or any part of the name, or implies association with Iona College (including use of photographs or logos) unless it is set up with the express permission of the Iona Communications Team, and one of the administrators for the "page" or "group" is (and remains) a nominated Iona College Staff member.
41. You agree to behave in a manner that is respectful and polite and does not bring the College into disrepute, particularly having regard to the College Ethos and Values. You agree that you will not engage in bullying, aggressive, abusive or threatening behaviour towards any member of the College Community, including via written communication.
42. The College reserves the right to exclude any person from entering on or remaining on College property, restrict the ability to communicate with some or all of the College staff, or otherwise restrict a person from participating in College activities (including participating in online social media groups), where the College reasonably believes it is in the best interests of the student, the student body as a whole, or the College that the person be excluded.
43. The College may exclude a student if they show symptoms of a communicable disease (such as measles or chicken pox) until such time as medical clearance advice has been provided confirming that it is safe for the student to return to the College, or the usual exclusion period has passed.
44. The College may exclude a student if there has been a case, or outbreak of, a communicable disease which that student has not been vaccinated against, for the relevant exclusion period recommended by the Department of Health.
45. We 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.
46. We may confiscate forbidden, illegal or dangerous property. In the event that illegal property is located during such a search, we will immediately contact the Police, and you, and report the possession of illegal property. Such illegal property will be handed to police. We may retain for a period any forbidden but not illegal property subject to the school policies.
47. You may not delegate your authority or responsibilities under this contract to a third party.
48. You agree that you will not hold the College liable for any loss or damage caused by any failure of yourselves or the Student to observe these policies and expectations including wilful disobedience or reckless behaviour of the Student.

#### HEALTH AND WELLBEING OF STUDENTS:

49. So we can care for your child, you must tell us as soon as possible if there is any change in the health or physical abilities or needs of the student until the student completes their education at the College.
50. Subject to our policy from time to time, you agree to provide us with any medication required by the student and instructions in relation to the medication and we will follow these instructions in administering the medication to the student. You warrant that the instructions you provide in respect of the medication will be complete, correct and accurate. Medications must have the original prescription label clearly visible on the packet.
51. If the student experiences a medical or other emergency arising whilst in the care of the College, the College shall make all practical attempts to contact you for instructions or authorisation to take steps for the student. If it is impractical to communicate with you, you authorise us to take all reasonable care of a student we consider necessary to ensure the health and safety of the student. You must reimburse us for any expenditure we incur in connection with the health and safety of the student. You will not hold us liable directly or indirectly for any act or omission of any medical or dental practitioner or medical officer attending or treating the Student, including first aid provided by the College staff.
52. The College is not responsible for any costs arising from injuries suffered at College events, including but not limited to, co-curricular activities.
53. To assist parents with costs associated with any accidents, the College holds SchoolCare insurance which provides some protection to all students at school and during any activities organised or authorised by the College. The details of this policy are contained on the College website.



## PARENTAL INVOLVEMENT AND FAMILY RELATIONSHIPS

54. We 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) unless we are informed otherwise in writing subject to the College's usual rules, policies and processes about parental participation and attendance.
55. You agree to keep the College informed of any change in family details that may affect the Student's College life, including changes to your family circumstances, changes to the address or addresses or contact details of the parents/guardians and changes to emergency contacts, and provision of copies of any Court Orders that are applicable to your family that pertain to parental responsibility, education matters, or the nature of communication with a child.
56. You acknowledge that despite the College being provided with copies of any such orders, the College does not assume responsibility for the parents complying with those orders.
57. 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 a student or the College that the person be excluded.

## PRIVACY:

58. The College has in place a Privacy Policy which is amended from time to time in accordance with the law. The Privacy Policy does not form part of this Enrolment Contract but can be accessed online via the College Website.
59. The College will take all reasonable steps to comply with its obligations under the Privacy Policy and any associated legislation.
60. The College will only collect Personal Information (including Sensitive Information) by lawful and fair means.
61. You acknowledge that information which identifies or is capable of identifying you or the student is Personal Information within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and that this information is collected and then used or disclosed to assist us in the primary purpose of providing education to the student, managing Iona College or such other secondary purposes that are related to the primary purpose for collection and are reasonably expected, or to which you have consented. Such other secondary purposes include providing pastoral care for the child and your family and for the purpose of assisting with Iona College events.
62. You acknowledge that Sensitive Information which includes health information about the student within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth) is collected and used or disclosed to assist us in the primary purpose of providing education to the student or such other secondary purposes that are directly related to the primary purpose for which it was collected (such as providing appropriate medical and pastoral care to your child), unless you agree otherwise, or the use or disclosure of the Sensitive Information is allowed by law.
63. You acknowledge that you have consented to the collection, use and disclosure of Personal Information (including Sensitive Information) which you have provided to the College and will provide to the College throughout the enrolment of the student for the above primary purpose.
64. You authorise us to disclose personal and sensitive information to others from time to time for administrative and educational purposes, including to other Colleges, government departments, medical practitioners and people providing services to the College including specialist visiting teachers, sporting coaches and staff, and volunteers. Such information will only be disclosed when reasonably necessary.
- 64.1. Personal information collected from students is disclosed to parents in most cases. Exceptions to provision of personal information of students to parents (for example, counselling records) include:
  - 64.1.1. Where a student has sufficient maturity and they direct us not to do so;
  - 64.1.2. Where disclosure would breach law (including, for example, the privacy obligations the College hold to another person);
  - 64.1.3. Where disclosure would likely result in harm to the health or safety of a person; or
  - 64.1.4. For another reason permitted by law.
65. Where students turn 18 during their enrolment at the College, Students may be asked to sign a separate privacy agreement incorporating these provisions if required.
66. You consent to the College storing Personal information including Sensitive Information in the cloud. We will, as far as possible, seek to store information on Australian servers predominantly. You accept that there will be occasions when data is stored on either servers in the United States of America or Europe.
67. You consent to Personal Information such as academic and sporting achievements, student activities, and other news (including photographs) being published in College newsletters, website, Ionian Magazine, Prospectus documents and College social media and for other direct marketing purposes, unless you have otherwise notified us in writing.
68. We will ask you for consent before using Personal information including photographs of the student for public marketing use, or social media that is publicly accessible.
69. If you have a concern about privacy matters, you may address the concern directly with the College.
70. The College shall retain information collected for a reasonable period of time. Documents collected during the application for enrolment process are destroyed after 2 years if the student does not commence attending the College. Other information and documents may be destroyed (at the College's discretion) 7 years after the student has ceased attending the College. You consent to the destruction of these documents.

## PAYMENT OF FEES

71. You have paid to the College an Application Fee. This Application fee is non-refundable.
72. You are required to pay a non-refundable Enrolment Acceptance fee which is payable at the time of this contract being returned to the College.
73. We will determine the fees for each term before the commencement of the year to which the fees apply. Fees will be listed in the Fee Schedule on our website and updated from time to time.



- 74. We will issue invoices for school fees by the end of Week 1 in each School term. Unless prior arrangements have been made with the Bursar and Rector, fees are payable within 28 days of the issue of invoice by Cheque, Cash, Credit Card, or BPay.
- 75. Unless otherwise agreed in writing with the College, the parents or guardians signing this enrolment contract are jointly and severally liable for the payment of fees and levies.
- 76. The College does not provide credit. If you experience difficulty in paying fees on time you agree to inform the College as soon as possible so that alternative arrangements can be made.
- 77. Failure to pay fees owing by the due date without informing the College of any relevant difficulties will result in standard commercial collection procedures being undertaken for the recovery of overdue monies.
- 78. If your child does not return any library book, textbook, laptop, laptop peripheral or other item of equipment belonging to the College to the College when requested and in reasonable condition, we will issue you an invoice for the replacement cost of the item, and you must pay us the replacement cost of that textbook or item.
- 79. Non-payment of monies owing will entitle the College to cancel this enrolment contract and terminate your child’s enrolment.
- 80. Termination of this enrolment contract does not remove your obligation to pay to the College any outstanding fees or charges.

**TERMINATION OF CONTRACT**

- 81. This Enrolment Contract (as amended) will remain in place until either the student completes their schooling at the College, or one of the parties chooses to terminate this agreement.
- 82. You may terminate this enrolment contract if we have breached the terms of the contract, you have provided us with notice of the alleged breach, and given us a reasonable time to remedy the alleged breach of contract and the breach has not been remedied by us.
- 83. You may also terminate this enrolment contract for any reason by notifying us in writing. We ask that you provide us with as much notice as is possible as we commit resources on the basis of enrolments.
- 84. We may terminate this contract when:
  - a. you have failed to provide us with full and accurate disclosure of information relevant to the education of your child in a prompt manner;
  - b. the Student is excluded or expelled from the College;
  - c. mutual trust and confidence between you and the College breaks down, or you fail to cooperate with us, such that we are no longer able to partner with you for the best interests of the Student;
  - d. you engage in behaviour that is:
    - a. unacceptable having regard to the behavioural expectations in this contract;
    - b. inconsistent or incompatible with the mission, values or rules of the College; or
    - c. prejudicial to the interests or reputation of the College, and
 you have not responded adequately to the College’s request for an explanation, apology, or rectification of the issue;
  - e. there is a breach of contract by you (including non-payment of fees or failure to support the faith or ethos of the College) and you fail to remedy the breach within a reasonable time after receiving written notice from us requiring you to do so; or
  - f. there is a failure of the Student to attend College on a regular basis.

**VARIATION:**

- 85. The College may unilaterally amend terms of this Contract by giving one (1) term’s notice in writing to you, such notice to include the details of the amendments proposed.
- 86. You shall be deemed to have accepted the amendment of this Contract upon the first payment of school fees made in the term immediately following receiving notice from the College of the amended terms of this Contract.

Parent / Guardian <i>(please print)</i>	<i>Signature</i>	<i>Date</i>	Parent / Guardian <i>(please print)</i>	<i>Signature</i>	<i>Date</i>
Student (Year 11 and 12 only) <i>(please print)</i>	<i>Signature</i>	<i>Date</i>			

WE ACCEPT THE STUDENT NAMED ABOVE FOR ENROLMENT AT IONA COLLEGE

Fr Michael Twigg O.M.I RECTOR	<i>Signature/Stamp</i>	<i>Date</i>	Mr Trevor Goodwin PRINCIPAL	<i>Signature/Stamp</i>	<i>Date</i>
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