



Christian Brothers College, Adelaide Application Form

Student

Enrolling Student Details

Given Name/s

Middle Name

Family Name

Preferred Name

Date of Birth

Religious Affiliation

Current School

(Select 'None' if not applicable)

Please select Campus

Year Level of Entry

Please select preferred year level of entry

Starting Year

Please select the preferred starting year

To Commence in Term

Second Choice Year Level of Entry

(e.g., If you are seeking enrolment into Year 7 but would also consider entry at Year 5 or 6)

Please list any academic, sporting or cultural achievements or talents including State Teams:

Student Residence



Share this address

Show the address to other people listed on this form.

☐ Yes, share it ☐ No, keep it private

Student Lives With

Please specify who the student mostly lives with

Student Primary Address

Please fill out all address fields

Address		Suburb
State	Postcode	Country
		Australia

Family Connections

Family Connection

Are you a new family to our school?

☐ Current Family ☐ Previous Family ☐ New Family

Future Siblings

Do you have any other children who may want to attend our school?

☐ Yes ☐ No

Other Relatives

List any family members other than Father or brothers who are Old Collegians of CBC?

☐ Yes ☐ No

Citizenship and Background Information

Country of Birth

Main Language Spoken at Home

Is your child of Aboriginal/Torres Strait Islander origin?

Is the student an Australian citizen?

☐ Yes ☐ No

Nationality (Citizenship)

Additional Needs & Considerations

Court Orders

Are any Family Court, Guardianship, Intervention, Parenting Plan or other relevant Court Orders applicable to this application?

(If yes, we will request a copy of the Court Order later in this application).

In situations where parents are separated, it is the policy of the College to release school reports to both parents of the student upon request. It is our policy to allow both parents to attend parent/teacher interviews upon request. However, the College will abide by any Court Orders which prevent the release of such information.

Is there a Court Order (or similar) in place?

☐ Yes ☐ No

Financial Matters

Will you be applying for School Card for your child?

☐ Yes ☐ No

Do you have any outstanding school fees with another school?

☐ Yes ☐ No

If yes, please provide details:

Learning Needs

Does your child have any learning needs? You will be prompted to provide copies of all current relevant assessments or reports at the end of this application.

☐ Yes ☐ No

Additional Needs

Does the student have any additional needs?

☐ Yes ☐ No

Has your child attended any specialist agencies, special schools, units or centres?

☐ Yes ☐ No

Has your child been assessed by a specialist service?

(e.g. speech pathologist, occupational therapist, psychiatrist, psychologist, audiologist, optometrist or other specialist clinic/service)

☐ Yes ☐ No

Does your child have any special needs or considerations?

(e.g. disabilities, allergies, restrictions on physical activity)

☐ Yes ☐ No

Does your child require any special provisions to be made by the school?

(e.g. medication, disabled access etc.)

☐ Yes ☐ No

Does your child have any infectious diseases?

☐ Yes ☐ No

Has your child ever been suspended from school, expelled or refused admission to another school?

☐ Yes ☐ No

Is there any other information that the school should be aware of in order to meet your child's education needs?

Religious Affiliation

Current Parish/Place of Worship (If applicable)

Religious Sacraments Received (Please attach copies of Sacramental Certificates if applicable)

Please enter the date the student received each of the following:

☐ Baptism

Date

Location

☐ Confirmation

Date

Location

☐ Eucharist

Date

Location

☐ Reconciliation

Date

Location

Medical Details

Medical Conditions

Does the student have any of these conditions?

Please select a minimum of 1 items

- ☐ No medical condition exist
- ☐ Diabetes
- ☐ Infectious Diseases
- ☐ Hypopituitarism

- ☐ Anaphylaxis
- ☐ Epilepsy
- ☐ Other

- ☐ Asthma
- ☐ Migraines
- ☐ Central Auditory Process Disor

If other please specify

Parent/Guardian

Parents & Guardians

It is important that each Parent/Guardian as per the child's Birth Certificate is listed below unless there is a Court Order granting sole parental responsibility to the enrolling parent. Should you wish to discuss please contact the College Registrar on (08) 8400 4210.

1st Contact Details

Parent/Guardian Details

Title

Given Name/s

Preferred Name

Family Name

Gender

☐ Male ☐ Female

Contact Type

Primary

The Primary Contact will be the first contact for school related communication.

Email

By providing your email address and/or mobile phone number, you agree to receive messages of both promotional and informational nature. Message frequency varies. Msg & data rates may apply. You can opt out of promotional communications at any time by using the unsubscribe link in our emails and/or by replying STOP to our text messages.

Home Phone

Work Phone

Relationship to Student

Religious Affiliation

Main Language Spoken at Home

Address

Residential Address (Please complete all address fields)

Address

Suburb

State

Postcode

Country
Australia

Is your postal address the same as above?

☐ Yes ☐ No

Old Collegians

Are you an Old Collegian of CBC?

☐ Yes ☐ No

Workplace and Education

Occupation

Occupational Group

Please refer to the list of Parental Occupation Groups

Employer / Company

Highest School Year Completed

Non-school (Tertiary) Qualifications

If not employed, do you receive a government benefit?

☐ Yes ☐ No

Residency

Country of Birth

Citizenship Status

Cultural Background

2nd Contact Details

Parent/Guardian Details

Title

Given Name/s

Preferred Name

Family Name

Gender

☐ Male ☐ Female

Contact Type

Primary

The Primary Contact will be the first contact for school related communication.

Email

By providing your email address and/or mobile phone number, you agree to receive messages of both promotional and informational nature. Message frequency varies. Msg & data rates may apply. You can opt out of promotional communications at any time by using the unsubscribe link in our emails and/or by replying STOP to our text messages.

Home Phone

Work Phone

Relationship to Student

Religious Affiliation



Can the school contact this person about the student on this form?

If No, the school will not communicate with this person. Not sure? Please contact our office before submitting.

Yes No, do not contact them

Main Language Spoken at Home

Address

Residential Address (Please complete all address fields)

Address

Suburb

State

Postcode

Country
Australia

Is your postal address the same as above?

☐ Yes ☐ No

Old Collegians

Are you an Old Collegian of CBC?

☐ Yes ☐ No

Workplace and Education

Occupation

Occupational Group

Please refer to the list of Parental Occupation Groups

Employer / Company

Highest School Year Completed

Non-school (Tertiary) Qualifications

If not employed, do you receive a government benefit?

☐ Yes ☐ No

Residency

Country of Birth

Citizenship Status

Cultural Background

Spouse - please select your spouse

Please select your spouse from above

☐ I confirm that no additional legal parents or guardians will be added.

Documents

Documents

Required Documents

IT IS ESSENTIAL THAT THE DOCUMENTS BELOW ARE INCLUDED WITH THIS ENROLMENT APPLICATION. This Enrolment Application will be processed once all the following supporting documentation is received.

CBC Enrolment Contract

Complete and submit the CBC Enrolment Contract (below) with the signature of each caregiver, or parent as per the child's Birth Certificate.

If only one parent will be signing this form, please indicate the reason. (eg. court order)

Return of this form is a requirement for enrolment.

Birth Certificate (Required)

Please attach a copy of the student's BIRTH CERTIFICATE. This is a required document and may not be substituted by other forms of ID.

Visa / Passport / Citizenship

If your son is not an Australian citizen please attach a copy of his current PASSPORT and relevant VISA or proof of residency. For non Australian citizens these are required documents.

Driver's Licence for each Parent/Guardian (Required)

A copy of the DRIVER'S LICENCE OR OTHER PHOTO ID FOR EACH PARENT OR GUARDIAN (as per child's Birth Certificate) is required. These are required documents.

Latest School Reports / NAPLAN Results

(Required for Year 1-12 Entry

For all year levels above Reception, please provide a copy of the LATEST SCHOOL REPORT
or REPORT FROM END OF LAST YEAR (all pages) plus NAPLAN results if applicable (all pages)

Sacramental Certificates

Please provide the student's SACRAMENTAL CERTIFICATES including Baptism

Additional Needs and Considerations

Please provide copies of all documentation relating to additional needs and supports.
Personalised Learning Plans, Diagnostic Reports, Assessments etc.

Conditions

Agreement

Parent/Guardian Declaration

1. In applying to enrol my/our child at Christian Brothers College (CBC), I/we accept that he will be educated in the Catholic faith within a Christian educational environment.
2. I/we accept that support of CBC staff and cooperation concerning college activities is essential.
3. I/we accept that I/we will abide by College policies as amended from time to time.
4. I/we accept that participation in camps and retreats are compulsory and that membership in school sporting teams takes priority over competing sporting interests.
5. I/we accept that the College reserves the right to suspend or expel a student for serious or continued breaches of school rules, regulations and/or policies, including conduct that brings into disrepute the good name and reputation of the School.
6. I/we accept the standards the College sets regarding grooming, uniform and personal presentation.
7. I/we accept that the College does not accept liability for damage or loss of any personal possessions of students and that insurance for my/our child's personal possessions including school-issued electronic devices is my/our responsibility.
8. I/we consent to the College obtaining information about my/our child, where necessary, from previous schools or agencies/professionals.
9. I/we accept that there is sufficient evidence that the student can cope at the year level for which the application is being made. Normally such evidence is found in previous school reports or other educational assessments and/or professional recommendations.
10. I/we give permission for my/our child to travel between the three College campuses, CBC ovals, other College facilities and the Cathedral under staff supervision.
11. I/we accept responsibility for the payment of tuition fees and other costs associated with the education of my/our child as determined and amended from time to time by the College (except where exemptions/remissions have been sought and granted).
12. I/we give consent for the College to contact any previous school which my child has previously attended for the purpose of ascertaining my/our fee paying record or providing additional support to the application.
13. Should my/our account be placed in the hands of debt recovery consultants, then I/we hereby agree to pay all expenses relating to the recovery of my/our account, and any default debt may be reported to a credit reporting agency.

Parent/Guardians:

- I/we declare that all the information provided in this application is, to the best of my/our knowledge, true and accurate.
- I/we acknowledge and, if my/our application is successful, accept and agree to all of the above terms and conditions (clauses 1–13). Please note that if you accept an offer of enrolment, the terms and conditions detailed in this Application for Enrolment are incorporated into the enrolment contract.

☐ I/We agree to the terms listed above as part of the signed CBC Enrolment Contract.

Media Consent

Do you give permission for your child's image to appear in CBC publications including the College's yearbook, newsletter, website, promotional material and social media?

Please note: answering 'I do not give permission' will preclude your son from appearing in professional class and extra-curricular group photos.

Consent to appear in CBC Publications

☐ I give permission ☐ I do not give permission

Student Declaration

Name of Enrolling Student

☐ I agree to support the four College values of Faith, Excellence, Community and Compassion.

Survey

How did you hear about CBC?

Why did you select our school?

- ☐ Academic Results
- ☐ Boys Only Education
- ☐ College Environment & Atmosphere
- ☐ Faith Based (e.g. Catholic / Christian)
- ☐ Friends Coming
- ☐ Mission, Values & Culture
- ☐ Quality of Teaching
- ☐ Sports Program
- ☐ Tour of the School
- ☐ Arts Program
- ☐ Class Sizes
- ☐ Curriculum Range & Choice
- ☐ Fees
- ☐ Learning Support
- ☐ Music Program
- ☐ Rowing Program
- ☐ Tottenham Hotspur Soccer Program
- ☐ Astronomy Program
- ☐ Catering to Individual Needs
- ☐ Facilities
- ☐ Family History & Connection
- ☐ Location (e.g. proximity to home; transport access)
- ☐ Pastoral Care
- ☐ Reputation
- ☐ Vocational Education and Training (VET) Program

Signature

Fee Responsibility

IMPORTANT: Each parent is required to take responsibility for school fees (Please choose SHARED RESPONSIBILITY for each parent) unless there is a Court Order indicating sole parental responsibility.

Signature of each Parent as per Birth Certificate or Guardian

Please take a moment to preview your application and make sure everything is correct. Both parents/guardians are required to sign unless there is a Court Order indicating sole parental responsibility. For this electronic document, signing your name is the equivalent of your signature. If both signatures are not included, please state the reason below.

Relationship:

☐ I acknowledge and agree that, at the time of signing this form, my IP address will be recorded and stored by the School for administrative, security and legal compliance purposes.

☐ As the parent/legal guardian of my child, I declare that I have read, understood and given consent to all matters contained in this form. I understand that my consent will remain valid while my child continues enrolment at the College. (Please note: you will also be required to sign a printed Acceptance of Enrolment Contract that will be mailed to each parent/guardian to finalise the enrolment.)

Signature

Date *

Relationship:

☐ I acknowledge and agree that, at the time of signing this form, my IP address will be recorded and stored by the School for administrative, security and legal compliance purposes.

☐ As the parent/legal guardian of my child, I declare that I have read, understood and given consent to all matters contained in this form. I understand that my consent will remain valid while my child continues enrolment at the College. (Please note: you will also be required to sign a printed Acceptance of Enrolment Contract that will be mailed to each parent/guardian to finalise the enrolment.)

Signature

Date

Comments

Additional Information

If other, please provide details

Student Declaration

Name of Enrolling Student

I agree to support the four College values of Faith, Excellence, Community and Compassion.

☐ I agree

Additional Information

If only one signature has been included, please enter the reason below or call ll the Registrar to discuss. Additionally, please provide any relevant information you would like us to know about.

Please indicate who will be responsible for fees:

☐ Shared Responsibility ☐ Full Responsibility - Mother ☐ Full Responsibility - Father ☐ Other

Payment

Payment

Application Fee

\$50.00 Non-Refundable Application Lodgement Fee.

Amount Due: \$50.00 AUD

Pay with card

Card Number: -----

Expiry Date: -- / --

CCV: ---

Name on card: _____

Signature: _____

Christian Brothers College
An R-Year 12 Catholic College for Boys in the Edmund Rice Tradition
214 & 324 Wakefield Street, Adelaide, South Australia 5000
P 08 8400 4200 enquiries@cbc.sa.edu.au www.cbc.sa.edu.au



ENROLMENT CONTRACT

BETWEEN: Edmund Rice Australia Colleges Ltd trading as Christian Brothers College Adelaide ABN 11 857 307 720
 ("the College")

AND

PARENT/GUARDIAN 1: _____
 ("the Parents")

PARENT/GUARDIAN 2: _____

IN RESPECT TO THE
 ENROLMENT OF: _____
 ("the Student")

YEAR OF ENTRY: _____

GRADE: _____

1. ACCEPTANCE OF ENROLMENT

The College agrees to accept enrolment of the Student for the class in the year of entry, strictly on the terms set out in this Agreement.

2. DEFINITIONS AND TERMS

- (a) "Agreement" means this Enrolment Contract between the College and the Parents for enrolment of the Student.
- (b) "Circumstances relevant to the Student's enrolment" includes but is not limited to physical or intellectual disabilities; English proficiency, circumstances which may affect the Student's ability to achieve reasonable education standards or meet the College's standards of discipline; medical, psychological, health or dietary requirements; changes to family circumstances, and any previous history of violence or involvement with illegal substances.
- (c) "College" means EREA Colleges Ltd trading as Christian Brothers College of 214 & 324 Wakefield Street, Adelaide, SA 5000.
- (d) "EREA Colleges Ltd" means Edmund Rice Education Australia Colleges Ltd.
- (e) "Fees" means all tuition fees, levies, charges, special or other fees payable by the Parents.
- (f) "Parents" means those persons or person named above who are the legal guardian/s, natural parent/s, adoptive parent/s or de facto parent/s of the Student, as the case may be.
- (g) "Principal" means any designated appointee who is for the time being carrying out the duties or exercising the authority of the Principal, including staff members.
- (h) "Student" means the child named above, enrolled at the College subject to and in accordance with the terms set out in this Agreement.

3. PARENT OBLIGATIONS

- (a) After reading the College's Prospectus, Privacy Policy and all other related College policies, rules and online materials regarding enrolment, the Parents understand the full extent of the College's ethos, Christian values, activities and expectations.
- (b) The Parents are seeking a Catholic education for the Student.
- (c) In consideration of the College accepting the Student, the Parents agree to:
 - (i) pay the College the non-refundable acceptance fee upon execution of this Agreement;
 - (ii) pay all Fees levied by the College in full by the due dates in accordance with the College's Fee Schedule, as published by the College and amended from time to time;
 - (iii) support the College's educational philosophy as it applies to the Student and support within the general home environment the general standards and values for which the College stands;
 - (iv) support the ethos, mission and Christian values of the College and ensure that the Student participates in all compulsory aspects of

the Christian programs at the College (e.g. Liturgies, Religious education classes etc.);

- (v) support the ethos and values of EREA Colleges Ltd, as enunciated within the charter of EREA Colleges Ltd, and work in partnership with the College and EREA Colleges Ltd to promote the best interests of the Student and all other students;
- (vi) comply with and support the College's policies, regulations, rules and procedures, and encourage and support the Student in complying with all policies, regulations, rules and procedures of the College and EREA Colleges Ltd as in force and amended from time to time;
- (vii) accept that the College may change, update and amend its policies, regulations, rules and procedures at any time by announcement at College assembly or by notice to parents and students, and immediately upon the making or publication of such announcement or notice, the Parents shall be deemed to have full knowledge of such changes, updates or amendments;
- (viii) accept that it is the Parent's responsibility to keep up to date with College announcements by reading any correspondence, notice or newsletter as published by the College from time to time;
- (ix) accept that the College has absolute discretion in respect to its operational matters, and accept and comply with the College's decisions in respect to those matters including decisions about subject and co-curricular activity offerings, availability, timetabling and teacher allocation;
- (x) accept that 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) where the College reasonably believes it is in the best interest of the Student or the good running of the College;
- (xi) accept and support the reasonable and informed educational advice of the College in relation to the Student;
- (xii) ensure the Student is not absent from the College without reasonable excuse and that term dates as advised by the College will be adhered to;
- (xiii) accept that the absence of the Student from College for any reason will not alter the Parents obligation to pay Fees, and there will be no reduction of Fees where the Student is absent for part of or all of a term, except in extenuating circumstances, and subject always to the Principal's discretion;
- (xiv) accept that Students absent without prior leave approval being granted may forfeit credit for assignments and exams missed during their absence;
- (xv) not make comments about the College or EREA Colleges Ltd, which would bring either parties reputation into disrepute and raise any concerns discreetly with the College/ EREA Colleges Ltd in accordance with the College's complaints policy;

- (xvi) accept that it is a condition of enrolment that the Student wear the College uniform as required by the College, and that it is the Parent's responsibility to ensure that the Student is at all times properly dressed in accordance with the College's uniform standards and standard of personal appearance;
 - (xvii) unless there are exceptional circumstances which the College is informed of, it is expected that during the term of the Student's enrolment, the Student will live in the care and control of the Parents, and the Parents must keep the College informed at all times of any change in living circumstances, postal, residential or other contact details;
 - (xviii) fully consider suggestions of specialist diagnostic testing and/or the implementation of strategies to assist in the education of the Student; and
 - (xix) provide the College with all information of a medical, psychological or social nature, including changes of living circumstances, change of contact details, which may be relevant to the Student's welfare or education.
- (d) The Parents acknowledge that any breach of this Agreement (whatsoever) will give the College (in its absolute discretion) the right to terminate this Agreement and the Student's enrolment by notice in writing, and the Parents will have no further right to review or appeal such decision by the College.

4. COLLEGE'S OBLIGATIONS

- (a) The College will deal with the Parents, in accordance with this Agreement or a Court Order.
- (b) The College will only provide information regarding the Student (including College Reports) to the Parents named above, and who are signatory to this Agreement.
- (c) The College will only provide information regarding the Student to non-enrolling parties (e.g. parents who are not named, and signatories to this Agreement):
 - (i) in accordance with a Court Order; or
 - (ii) if there is no relevant Court Order, then:
 - (A) by following generally, the principles established by the Family Law Act 1975 (Cth);
 - (B) with the written agreement of the enrolling Parent; and
 - (C) with the overriding consideration being what is in the best interests of the Student, which determination will be made by the College in its absolute discretion.
- (d) The College offers counselling services to parents, students and staff. Information gathered during counselling sessions will remain confidential and will form part of the College's records. The College may use and disclose this information:
 - (i) as required by law or for the safety of individuals;
 - (ii) in accordance with the College's Privacy Policy;
 - (iii) with the prior approval of the person; and
 - (iv) to EREA Colleges Ltd or the College's legal, financial and professional advisors.

5. FEES & LEVIES

The Parents acknowledge and accept that:

- (a) the College relies on payment of Fees to fund its educational services to the Student;
- (b) Fees will be set by the College annually in the Fee Schedule;
- (c) each enrolling party to the Agreement is jointly and severally liable under the terms of this Agreement;
- (d) All families are required to use the School EasyPay system to manage and meet their school fee obligations;
- (e) the College seeks to be a good steward of monies received and to keep Fees as reasonable and economical as possible;
- (f) the College offers a wide range of curricula, including School-Based Apprenticeships, Vocational Education and facilitation of Distance Education subjects. There will be no remissions of Fees for choices Parents/Guardians make from among these curricula options;
- (g) Parents who have difficulty paying Fees, or anticipate having difficulty paying Fees following a Fee increase, must inform the College as soon as possible so that payment options can be canvassed;
- (h) the College reserves the right to deny a Student's participation on International and Domestic tours or additional fee related activities in circumstances where the payment of the Student's Fees is not up to date;
- (i) should any Fees not be paid by the designated due date, the College may, in its sole discretion, suspend or terminate the Student's enrolment at the College and take legal action and conduct any searches required to recover Fees against the Parents;
- (j) they must indemnify the College for all costs incurred by the College in its attempt to recover outstanding Fees, including but not limited to, legal fees, including any costs associated with the engagement of a debt collection agency, interest charges and other costs, fees and charges incurred by the College; and
- (k) the College may charge interest on overdue fees and levies at the per annum interest rate charged to the College by the College's chosen bank

or financial institution on overdraft facilities, from the due date until the date of payment.

6. DISCIPLINE

- (a) The Parents authorise the College to initiate whatever disciplinary measures are deemed necessary in relation to the conduct of the Student, both inside and outside the College precinct, or to suspend/expel the Student for any cause judged to be sufficient.
- (b) The Parents acknowledge that where matters are deemed by the Principal to be of a serious nature, the matter may be referred to the relevant authorities, such as the police, or as required by law.
- (c) The Parents accept that in circumstances of suspension or expulsion there will be no refund of any Fees previously paid to the College.
- (d) The College may at any time conduct a search of laptops and other electronic devices owned by the College and given or loaned to the Student, lockers, bags and property of the Student where it is reasonable for the College to do so, or as part of a general random search of College property or a place where the College conducts activities.
- (e) The College may confiscate forbidden or dangerous property.

7. PRIVACY

- (a) The Parents accept the terms of the College's Privacy Policy and agree to abide by its terms including alterations made to the Privacy Policy from time to time.
- (b) The Parents accept that the College will collect personal information about them and the Student, and such personal information including photos, videos of students taken at College events may be used for marketing purposes and advertising.
- (c) The Parents authorise the College to use and disclose such personal information in accordance with the College's Privacy Policy and in such manner and circumstance as the College considers appropriate for the purposes of the College's functions and activities, including for marketing and advertising, disclosure to associated College-based support groups such as the music association, old boys groups and parents and friends associations.

8. CURRICULAR CONSENT

- (a) The Parent's consent to the Student:
 - (i) participating in all normal curricular, sporting and extracurricular activities conducted with the approval of the College, such as work experience, College camps, excursions and functions; and
 - (ii) travelling in the College bus, or on any form of public or private transport, where such transport is deemed, in the reasonable opinion of the College, to be necessary or desirable.
- (b) The Parents undertake to inform the College in writing if they do not agree to clauses 8(a)(i) or 8(a)(ii).

9. MEDIA CONSENT

- (a) The Parents authorise the College to:
 - (i) use images and video recordings of the Student in College publications, newsletters, press releases, on the College website and social media pages, in promotional material for the College and in other usual purposes of the College;
- (b) The College owns copyright to such material.
- (c) The Parents undertake to inform the College in writing if they do not agree to clauses 9(a)(i) or 9(a)(ii).

10. DECLARATION OF STUDENT CIRCUMSTANCES

- (a) The Parents give consent for the College to contact any previous school which my child has previously attended for the purpose of ascertaining my/our fee paying record or providing additional support to the application.
- (b) The Parents acknowledge that the College cannot always meet a student's existing, future or potential needs.
- (c) The Parents acknowledge that any circumstances relevant to the Student's enrolment (see clause 2 for guidance) at the College have been fully disclosed to the College in writing.
- (d) The Parents agree that they will immediately inform the College if the circumstances relevant to the Student's enrolment change in any way from the date of signing this Agreement until termination of the Student's enrolment at the College.
- (e) The College reserves the right to refuse any enrolment or to cancel any enrolment where the College believes, in its absolute discretion, that it is unable to provide the requisite level of facilities for the education and care of the Student.
- (f) Failure to comply with this clause 9(c) shall be considered a breach of a fundamental term of this Agreement.

11. INSTRUCTIONS OF PARENT

- (a) If the College requires instruction, authority or direction in relation to an issue concerning the Student (including consent for medical treatment),

the Parents agree that the College may act on the instruction of either Parent in accordance with what the College determines, in its absolute discretion, is in the best interests of the Student.

- (b) In the event of any medical or other emergency arising which makes it impossible or impractical to communicate with the Parents, the Parents authorise the College to take whatever action is considered necessary or expedient for the Student's health, safety and protection.
- (c) The Parents acknowledge that information pertaining to the enrolment, health, academic and pastoral care of the Student will be shared with the homestay parents (if applicable), guardians (if applicable) and agents (if applicable) as deemed necessary by the College.

12. LOSS OF PROPERTY

All personal property brought to the College or to a College activity by the Student is at the sole risk of the Student and the Parents. The College will not accept liability for the loss, damage or theft of personal effects of the Student.

13. INDEMNITY BY PARENTS

To the extent permitted by law, the Parents agree to indemnify the College, the Principal, the College's employees and EREA Colleges Ltd against any loss, damage or liability incurred by the College arising out of, or in connection with:

- (a) a failure of the Student or the Parents to comply with this Agreement and all other policies, rules, regulations, procedures and expectations of the College, including any policies available on the College's website, as amended from time to time, including but not limited to, loss or damage to the College's property caused by the wilful or negligent acts of the Student;
- (b) all costs incurred by the College for replacement of College property which is damaged or destroyed by the Student, including but not limited to textbooks, laptops, musical and audio-visual equipment; and
- (c) any action taken pursuant to clause 11 to this Agreement.

14. TERMINATION OF ENROLMENT

- (a) To terminate or discontinue the Student's enrolment, the Parents must give at least a full term's written notice. This means that the College must receive notice in writing from the Parents by no later than:
 - (i) the first day of term, where the Student will leave on the last day of that term;
 - (ii) the first day of the previous term, where it is intended that the Student will leave prior to the commencement of, or during a term; or
 - (iii) if it is proposed that Student not commence studies at the College having been accepted for enrolment, and after the Parents have signed this Agreement, the first day of the term preceding the term in which the Student was to commence studies at the College.
- (b) If the Parents fail to comply with the notice provisions outlined at clause 14(a), the Parents will pay or forfeit (as the case may be) to the College the equivalent of up to one term's Fees as reimbursement for any resulting cost or loss incurred by the College due the Parents failure to comply. This is because the College commits resources on the basis of confirmed enrolments and early departure of a Student may leave an unfilled space in a class and a resultant loss of Fees for the College.
- (c) The College may, in its absolute discretion, waive the requirement for payment of the Fees under clause 14(b) either in part or wholly, if the circumstances warrant.

15. NO WARRANTY

- (a) The College does not warrant that it will achieve any particular outcome in respect to the Student.
- (b) The College does not warrant that it can control the actions or behaviour of other parents, students or persons associated with other students at the College.

16. GENERAL CONDITIONS

16.1 Waiver

No waiver whether expressed or implied of any breach of any term or condition in this Agreement shall be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to this Agreement.

16.2 Entire Agreement

This Agreement is in addition to and not in substitution of any other agreement or document entered by the Parents with the College, touching or concerning the Student's enrolment. In the event of inconsistency or ambiguity, inconsistency or discrepancy between documents, they will be read in the following order of priority:

- (a) this Agreement; and
- (b) any other document.

16.3 Governing Law

This Agreement will be governed by the laws in force in South Australia.

16.4 Counterparts

This Agreement may be entered into by electronic communication between the parties if a full copy of this Agreement showing the signature of each party is communicated by fax, email or other electronic means to the other party. Any electronic communication by a party to this Agreement constitutes consent to this Agreement being entered by electronic communication.

16.5 Duration of the Agreement

This Agreement shall apply from the date of signing by the Parents until the date on which the Student's association with the College as a Student ceases.

17. EXECUTION

The Parents agree to all terms and conditions contained in this Agreement.

SIGNATURE OF PARENT/GUARDIAN 1: _____

FULL NAME (PRINT): _____

DATE: _____

SIGNATURE OF PARENT/GUARDIAN 2: _____

FULL NAME (PRINT): _____

DATE: _____

SIGNATURE OF PRINCIPAL OR NOMINEE: _____

FULL NAME (PRINT): _____

DATE: _____