

## TERMS AND CONDITIONS OF RESIDENCE AT DALBY STATE HIGH SCHOOL RESIDENTIAL CAMPUS

### Part A: RESPONSIBILITIES

#### 1. Parents' Responsibilities and Permission

- 1.1 The Parents must comply with, and must ensure the Student complies with, this Agreement.
- 1.2 The Parents must:
  - a) provide the Campus with full and accurate information regarding any pre-existing medical conditions of the Student;
  - b) keep the Campus regularly and accurately informed in relation to the student's health and welfare, including immediately notifying and providing appropriate medical documentation to the Campus if the student suffers or is diagnosed with any additional medical or mental health conditions or changes to pre-existing medical conditions;
  - c) provide the Campus with all information necessary to enable the Campus to enrol the Student and provide residential services to the Student;
  - d) notify the Campus of any changes to the parents' address or contact details and such notification must be given at least 7 days prior to the proposed change, or in the case of an unplanned change, as soon as reasonably practicable after the change has occurred; and
  - e) comply with, and must ensure the Student complies with, all rules, requirements, policies and procedures contained within the Residential Handbook, Residential Code of Conduct and the Responsible Behaviour Plan or other such documented created by the Campus.
- 1.3 The Parents' consent to:
  - a) the Student residing at the Campus;
  - b) the Campus providing residential services to the Student;
  - c) Staff of the Campus or the School organising or obtaining medical assistance for the Student if the Student has an accident, is ill or, in the reasonable opinion of staff, is in need of medical assistance;
  - d) Staff of the Campus or the School transporting the Student in Private Vehicles for School or Campus related activities, for the purpose of providing residential services or for the purpose of obtaining medical assistance;
  - e) the Student attending camps and excursions arranged by the Campus or the School;
  - f) the student participating in recreational and sporting activities arranged or approved by the Campus or the School; and
  - g) the Campus searching the Student's dorm room and property belonging to the Campus in the dorm room (e.g. drawers and cupboards), in the event Campus staff have a reasonable suspicion that illegal, dangerous, harmful or banned items are located within dorm rooms or

within other Campus property (e.g. drawers and cupboards within a dorm room).

#### 2. Student's Responsibilities

- 2.1 The Student must:
  - a) comply with this Agreement and all rules, requirements, policies and procedures contained within the Residential Handbook, Residential Code of Conduct and the Responsible Behaviour Plan or other such documents created at the Campus; and
  - b) comply with all reasonable requests and instructions made by staff of the Campus or the School.
- **Searching Property**
- 2.2 Without limiting any rights of the Campus at law, the Student and Parent acknowledge and agree that it is a condition of this Agreement and boarding that:
  - a) the Campus may search the Student's dorm room (including within any drawers, cupboards, fridges or other Student property) and property belonging to the Campus in the dorm room (e.g. drawers and cupboards) and remove items, in the event Campus staff have a reasonable suspicion that illegal, dangerous, harmful or banned items are located within dorm rooms or within other Campus or Student property (e.g. drawers, cupboards, fridges within a dorm room).
  - b) any fridges in the dorm rooms may be accessed and searched by Campus staff for cleaning purposes and in the case of emergencies. Campus staff may remove and dispose of any items that may become spoiled or unfit for use or be spoiled or dangerous.
- 2.3 Subject to clause 2.2, the Student property will not be searched without consent of the Student or Parent. If consent is not provided the matter may be referred to police for investigation and lawful search.

### Part B: FEES AND REFUNDS

#### • Fees

- 3.1 Unless otherwise agreed in writing by the Campus, the Parents must:
  - a) pay all fees due to the Campus in accordance with the fee structure outlined in the Residential Handbook;
  - b) pay any additional fees or costs for the Student's schooling, accommodation or extra-curricular activities that are not covered by the fee structure outlined the Residential Handbook, including, but not limited to, text book hire, school camps or excursions, uniforms, recreational and sporting activities, vocational courses, private tuition or lessons and accommodation services outside of the term arrangements outlined in the Residential Handbook;
  - c) reimburse the Campus for all costs incurred by the Campus in organising or obtaining any medical assistance for the Student. The

payment of the reimbursed medical costs is to be paid by the Parents within 14 days of notice of the amount of the medical costs being provided to the Parents by the Campus; and

- d) reimburse the Campus for all costs incurred by the Campus to repair any damage caused as a direct or indirect result of the Student's deliberate actions.

3.2 Residential Fees due under clause 3.1a) are to be paid within the following time frames:

- a) Annual payments must be paid in full prior to the first pupil free day of the first term of the school year; or
- b) Term in advance payments:
  - i) the first term fee must be paid within the first three weeks of the commencement of the term;
  - ii) the second term fee must be paid in full prior to the last school day of the first term;
  - iii) the third term fee must be paid in full prior to the last school day of the second term; and
  - iv) the fourth term fee must be paid in full prior to the last school day of the third term.

- **Refund Policy**

4.1 Subject to this clause \_\_, if

- a) there is a Default by the Campus and the Student has not withdrawn from this Agreement prior to the date of the Default by the Campus, the Parents are entitled to a refund of the applicable fees on a pro rata basis;
- b) there is a Default by the Student and/or Parents and in the reasonable opinion of the Campus there are compassionate or compelling grounds for paying a refund, the Parents are entitled to a refund of the applicable fees at the sole discretion of the Campus;

4.2 No refund, pro rata or otherwise, will be paid to the Student or Parents other than in accordance clauses 4.1a) and 4.1b).

4.3 To claim any refund under clause 4, the Parents must:

- a) write to the Campus requesting the refund;
- b) countersign the request with the Student; and
- c) include with the request details of any compassionate or compelling grounds for consideration by the Campus.

4.4 The Campus must pay a refund under:

- a) clause 4 within 14 days of the date of the Default by the Campus;
- b) clause 4 within 28 days of the date of any decision being made (if any) that there are Compassionate or compelling grounds for a refund to the Parents of the applicable fees;

4.5 If the Parents owe any sum to the Campus for any reason connected with the Student's enrolment at

the Campus, the Campus may deduct the amount owing to it from any refund that the Parents may claim in accordance with this clause 4.

- 4.6 Any refund provided under clause 4 will be paid to the Parents unless the Parents give a written direction to the Campus to refund someone else.

**Part C: ENROLMENT MATTERS**

- **Deferral, Suspension or Cancellation of Enrolment**

5.1 The Campus may in its absolute discretion defer, suspend or cancel the Student's enrolment at the Campus, subject to any applicable laws, if the:

- a) Campus receives a written request, from the Student's Parents, for the Student's enrolment to be deferred, suspended or cancelled on compassionate or compelling grounds;
- b) Parents fail to pay all fees or costs in accordance with this Agreement;
- c) Student or Parents breach this Agreement;
- d) Student is not enrolled at the School;
- e) Student is suspended or excluded from the School in accordance with Chapter 12 of the *Education (General Provisions) Act 2006*;
- f) Student or Parents provide false or misleading information on any application for enrolment to the Campus; or
- g) Student, in the reasonable opinion of the Campus, has done any other thing warranting, deferral, suspension or cancellation, including:
  - i) disobedience;
  - ii) misconduct;
  - iii) conduct that is prejudicial to the good order and management of the Campus or the School;
  - iv) acts in a manner which poses an unacceptable risk to the other students or employees at the Campus or the School;
  - v) providing information to the Campus which proves to be false or misleading in a material respect.

**Closure of Campus**

If, for any reason, the State of Queensland decides to close the Campus permanently, the Campus will provide as much notice of this to the Student and Parents as reasonably practical, and this Agreement will terminate at the end of the academic year specified in that written notice. No compensation is payable in this event.

**Part E: GENERAL**

- **Privacy**

6.1 In this clause, "Personal Information" means the information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about the Student, or from which the Student's identity can reasonably be ascertained. Personal Information includes personal and contact

details, enrolment details and changes and medical information.

- 6.2 The Parents and the Student consent to the Campus recording, using and disclosing the Student's Personal Information for the following purposes:
- administering and managing the Student's enrolment at the Campus and the provision of residential and support services to the Student;
  - administering and managing the Student's enrolment at the School and the provision of education and support services to the Student;
  - arranging the Student's attendance at camps and excursions arranged by the Campus or the School;
  - arranging the Student's participation in recreational and sporting activities;
  - liaising with the Student's Parents;
  - liaising with a health practitioner, hospital or doctors surgery for the purpose of organising or obtaining medical assistance for the Student;
  - approving any travel request by the Student;
  - any other purpose reasonably incidental to any of these purposes; or
  - where authorised or required by law.

#### • **Release**

- 7.1 The Parents and the Student:
- acknowledge and confirm that they attend the Campus at their own risk; and
  - release the Campus from all liability, loss, costs and expenses (including legal fees, costs and disbursements) that the Parents and the Student may have or claim to have but for this release might have had against the Campus, arising from or in connection with the Campus, except to the extent that such claims were caused by the Campus's negligence.

#### • **Variation**

- 8.1 From time to time the Campus may amend these Terms and Conditions by written notice to the Parents and Student. The amendment will take effect on the date listed in the notice which will be no less than 14 days, except where the amendment is required due to an emergency situation. If the Student and Parents do not agree to the amended Terms and Conditions, the Student and Parents may terminate this Agreement and the Student must cease boarding. In such a case, the Parents are entitled to a refund of the applicable fees on a pro rata basis.

#### • **Sending Notices**

- 9.1 If the Campus needs to send the Parents and Student a notice under this Agreement, the Campus will send it to the 'Address for Receipt of Notices' outlined in the Details page.

## **Part F: DEFINITIONS**

### **Definitions**

- 8.1 In this Agreement:

**"Campus"** means the Dalby State High School Residential Campus, operated by the Department of Education, Training and Employment, State of Queensland.

**"Compassionate or compelling grounds"** means:

- the death of the Student or a close relative of the Student;
- serious ill health or disability affecting the student or a close relative of the Student;
- any other event or circumstance which, in the reasonable opinion of the Campus, materially affects the Student.

**"Default by the Campus"** means the enrolment is cancelled or suspended prior to the completion date other than for Default by the Student and/ or Parents.

**"Default by the Student and/ or Parents"** means the occurrence of any of the following:

- the Student does not commence enrolment with the Campus;
- the Student withdraws his or her enrolment with the Campus;
- the Campus cancels the Student's enrolment in accordance with this Agreement.

**"Parents"** means the parent, parents or legal guardian of the Student identified as the parents in the Campus enrolment material.

**"Pre-existing Medical Condition"** means a medical, dental or mental health condition, or any complication directly or indirectly related to that condition known or diagnosed at the date of this Agreement.

**"Private Vehicles"** means a privately owned vehicle authorised by the Principal of the Campus to be used for transporting students.

**"Residential Code of Conduct"** means the Dalby State High School Residential Code of Conduct contained in the Residential Handbook.

**"Residential Fees"** means the fees for accommodation, meals and Laundry as outlined in the fee structure section of the Residential Handbook. It does not include the accommodation deposit and room bond. The time frame for payment of the accommodation deposit and room bond is outlined in the Residential Handbook.

**"Residential Handbook"** means the Dalby State High School Residential Handbook.

**"Responsible Behaviour Plan"** means the Dalby State High School Responsible Behaviour Plan.

**"School"** means Dalby State High School.

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**Staff** means an employee of the Campus or school authorised by the Principal of the school to perform the relevant function or duty.

**Student** means the person identified as the student in Campus enrolment material.

• **Interpretation**

In this Agreement:

- a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- b) if more than one person is identified as the Parents, that expression refers to them, and the obligations of the Parents under this Agreement bind them, jointly and severally;
  - c) a reference to a document (including this Agreement) is to that document as

varied, novated, ratified or replaced from time to time;

- d) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- e) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- f) 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;
- g) **"includes"** in any form is not a word of limitation; and
- h) a reference to "\$" or "dollar" is to Australian currency.

**Part G: DECLARATION and ACKNOWLEDGEMENT**

We declare that the information given to the Campus in connection with the Student's application for enrolment at the Campus is complete and correct. We understand that providing false or misleading information may result in cancellation of the Student's enrolment.

We acknowledge that:

- we have read and understood this Agreement comprised by the cover pages and 2 pages of Terms and Conditions; and
- we have read and understood and agree to be bound by the *Residential Code of Conduct* for residential students attending Dalby State High School Residential campus [see page x]; and
- we have read and understood the Residential Handbook; and
- by signing and submitting this Agreement, we are agreeing to be bound by this Agreement, and all applicable Campus policies and procedures as notified to us from time to time.

_____	_____	_____
Student's Full Name	Student's Signature	Date
_____	_____	_____
Guardian 1	Signature	Date
_____	_____	_____
Guardian 2	Signature	Date