

CONDITIONS OF ENROLMENT to a Country High School Hostels Authority Residential College

This Agreement shall be terminated:

- (i) if and when the Student's enrolment is terminated by the Board; or
- (ii) if the last Term of a School Year ends and, in respect of the next School Year, the Student is not re-enrolled at the Residential College; or
- (iii) if and when the Student is withdrawn from the Residential College; or
- (iv) if and when the Parent breaches any term or condition of this Agreement.

Students are admitted to the Residential College subject to the agreement by their Parent or Guardian to the following conditions:

1 FEES

The Parent shall pay to the Residential College the Annual Boarding and Amenities Fee.

1.1 A non-refundable deposit of \$300 is to be paid within four weeks of receiving an offer of accommodation, except for students whose fees are fully covered by government allowances.

1.2 For students who are not eligible for a boarding allowance, the Boarding and Amenities Fee is payable in advance in three instalments on the first day of Terms 1, 2 and 3.

1.3 For students in receipt of AIC and SBAHA allowances it is a condition of enrolment that these allowances are paid direct to the Residential College. The balance is payable by parents in **one** instalment on or before the first day of Term 1.

1.4 For students in receipt of the Youth Allowance, it is a condition of enrolment for the annual fee to be paid by way of an initial instalment on or before the first day of Term 1 in combination with a direct fortnightly debit to the Residential College account, which, together, ensure that the full fee is paid by the end of Term 3.

1.5 For students in receipt of ABSTUDY, there is an arrangement with Centrelink for the direct payment of an ABSTUDY recipient's boarding allowance to the Residential College. It is paid in four instalments, one each term. Where the allowance does not meet the full cost of boarding, the balance is payable by parents in one instalment within four weeks of receiving an invoice.

1.6 There shall be no refund (pro rata or otherwise) of the Annual Boarding and Amenities Fee on account of the Student being temporarily absent from the Residential College for any reason, including, but not limited to, illness or suspension.

1.7 The full annual fee is payable in respect of any Student who leaves on or after 1 September. A part refund will be provided in respect of a Student who leaves or is withdrawn prior to 1 September and where the Residential College has received written notice four weeks prior to the Student leaving. If the Student is permanently withdrawn from the Residential College without the Parent having given four weeks' prior written notice to the Residential College, or if the Student's enrolment is terminated by the Board, then the Parent shall pay to the Board a sum of money equal to 10% of the Annual Boarding and Amenities Fee and be entitled to a pro rata refund of any part of the Annual Boarding and Amenities Fee paid in advance.

1.8 Fees paid in advance by parents who during a year relocate and enrol their children at another CHSHA Country Residential College will be transferred to their children's new Residential College.

1.9 If the Parent defaults in the payment of any fees due to the Residential College under this agreement, the Residential College will initiate legal action or engage a debt collection agent to recover fees due. The Parent will be liable for all debt collection costs.

- 2 The Parent shall observe, comply with and abide by the rules, requirements and policies contained within the Residential College Parent and Student Handbooks and the Student Code of Conduct and shall ensure that the Student observes, complies with and abides by: all laws which apply to the Student; the rules, requirements and policies contained within the Residential College Student Handbook and Student Code of Conduct; and all lawful directions given to the Student by or on behalf of the Authority from time to time. The Manager may, at her/his discretion, suspend the Student or have the Board review the Student's enrolment, which may be terminated if the Parent fails to observe and comply with the terms and conditions of this Agreement or if the Student fails to observe, comply with and abide by: any law which applies to the Student; any rule, requirement or policy contained within the Residential College Parent and Student Handbooks and the Student Code of Conduct; or any lawful direction given to the Student by or on behalf of the Authority.
- 3 The Parent shall at all times indemnify, keep indemnified and hold harmless the Authority and its employees and agents from and against all loss of or damage to any property of the Authority or any of its employees or agents; and all actions, suits, demands, proceedings, claims and costs made against the Authority or any of its employees or agents arising out of or in connection with this Agreement or the Student's stay at the Residential College to the extent that the same has been caused or contributed to by any negligent or other unlawful act or omission (including, without limitation, breach of contract) of the Parent or the Student. Despite anything expressed or implied to the contrary herein, clause 3 shall survive the expiration or termination of this Agreement.
- 4 Neither the Authority nor any of its agents or employees shall be liable for any loss or damage to any property of the Parent or the Student howsoever caused. The Parent shall at all times indemnify, keep indemnified and hold harmless the Authority and its employees and agents from and against all actions, suits, demands, proceedings and claims made against the Authority or any of its employees or agents by or on behalf of the Student on account of any loss of or damage to the Student's property howsoever caused. Despite anything expressed or implied to the contrary herein, clause 4 shall survive the expiration or termination of this Agreement.
- 5 The Parent shall advise the Board of any Parenting Order made in relation to the Student and will provide full particulars of the effect of any such order on the Student's residence at and absences from the Residential College.
- 6 The Parent shall, if and when she/he is or they are: not ordinarily resident in the State or absent from the State, appoint an adult person to act in the capacity of legal guardian with respect to the Student during such times of non-residence or absence and shall provide the Board with full details of the name, address, occupation and telephone number(s) of that adult person.
- 7 Any power or duty of the Authority under this Agreement may be performed or exercised by the Board or any employee, agent, delegate or representative of the Authority. For the purposes of this Agreement, the Board is the agent of the Authority. If an obligation (including, without limitation, a debt) is expressed by this Agreement to be owed to the Board, but cannot, for any reason, be owed to the Board, then, by this provision, the obligation is owed to the Authority. If a right or power is expressed by this Agreement to be a right or power of the Board, but such right or power cannot, for any reason, be a right or power of the Board, then, by this provision such right or power shall be the Authority's.