



Citipointe Christian College

CONDITIONS of ENROLMENT

Full Fee Paying Overseas Students International Student Visa Holder (Subclass 500¹)



Citipointe Christian College
International

If the student is offered a place in the College, parents will commit, under a Contract of Enrolment, to work with the College in a supportive, positive relationship conducive to the best interests of the children and the College. Please read the contractual conditions carefully.

The College has Terms and Conditions for all students. Under legislation the College must have additional Terms, Conditions and Policies for International Student Visa Holders. Where there is any inconsistency, legislative requirements will apply. It is the College's expectation that where the parent's home language is not English that they will have access to a translator to understand these terms and conditions and correspondence and contact with the College.

I/We agree to the following conditions:

MATTERS OF FAITH

1. I/We accept that the College is a faith-based school. I/We understand that the College is founded on the basis of Biblical Christian values with the Bible as the inerrant word of God.
2. I/We confirm that I am/we are seeking a Biblical Christian education for the student and will support the College in its faith endeavours and accept that the student will participate fully through attendance and effort in faith-based activities and subjects as presented and planned by the College.

ACADEMIC ATTAINMENT

3. The College does not guarantee a particular level of achievement for each student. Achievement depends greatly on the individual talents of the student and the student's willingness to work for their own education. We will act in the best interests of the student and student body generally. This may mean we do not always act in accordance with the parents' requests.
4. It is the expectation of the College that parents will be responsive to the informed educational recommendations of the school in regard to the student's educational progress.

RELATIONSHIP

5. I/We agree to:
 - work in partnership with the school in support of college policies and expectations that are available to us either in hard copy as well as on the College website;
 - ourselves support and comply with published College policies and expectations, in the best interests of our student and the other students;
 - encourage the student to uphold College policies and expectation;
 - accept that any failure by us or our student in this commitment may lead to serious enrolment consequences;
 - accept that we are liable to indemnify the college for any damage that may arise from such breach, including any arising from wilful defiant behaviour of the student or refusal to follow reasonable directions;
 - accept that the policies and rules may need to change from time to time in line with the best interests of staff and students.
 - it is expected that, except in exceptional circumstances, the student will live in the care and control of the parents/guardians while enrolled at the College.
6. I/We accept that 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 and guardians, this may mean that the College may not always act in accordance with our preferences and requests.

UNIFORM

7. I/We support the College uniform policy, and accept that the student must present appropriately (eg natural hair) and must wear the correct College uniform as a proud student of the College and to implement the College motto *I press towards the goal* in all aspects of College life.

DISCIPLINE

8. I/We accept that the Principal (or by delegation the Head of School) has authority to:

¹ includes previous subclass 570/571/572/573/574/575

- apply whatever **reasonable** disciplinary measure is deemed necessary in relation to the conduct of the student both inside and outside the College precincts;
 - require the removal of the student for any cause judged by the Head to be sufficient;
 - discipline any students should they, at any time, bring the College into disrepute, including through the misuse of social media and other technologies.
9. Disciplines may range from classroom disciplines to expulsion and will include mandatory reporting of behaviours to State Authorities, Police and Department of Communities (where matters of child harm are involved).
 10. Where discipline may involve suspension or expulsion of the Student, the Principal or Head of School (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.
 11. The College 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. We may therefore confiscate forbidden or dangerous property.
 12. 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 the student or the College that the person be excluded.

DISCLOSURE OF INFORMATION

13. I/We have supplied all documentation and information requested at the time of application for each student as a condition of enrolment, including the following:
 - Full and frank disclosure of the student's previous education or interrupted education, disabilities and learning difficulties
 - Behaviour issues
 - Medical condition and safety issues
 - Court orders and parenting arrangements
14. I/We accept that failure to disclose all relevant information may result in cancellation of an enrolment.
15. I/We accept that we have an obligation to keep the school informed of any changes that may affect the student's life at the College, including:
 - changes to family circumstances (eg separation or divorce);
 - changes to the address or addresses or contact details of the parents/guardians;
 - changes to emergency contacts;
 - any court orders, including Family Court orders, which deal with parental responsibility for the student, the education of the student or otherwise limit the contact or communication which one parent or other person has with the student.
16. Changes in marital circumstances can cause confusion for the College when dealing with parents or guardians. The College 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).
17. However, if there is a Court Order or other agreement which specifically alters or prevents a person/parent from spending time with, communicating with or otherwise having contact with the student, that must be provided to the College. The obligation of providing such a Court Order lies with parents.
18. Despite the College being provided with copies of any such orders, the College does not assume responsibility for the parents complying with those orders.

COMMUNICATION

19. The College will provide information about the student to the parents/parties signing this contract of enrolment, residing at one address. You may request or approve other arrangements relating to the provision of information about the student by giving written notice to us, and paying any additional fees that may be required. We will provide such information to natural birth parents unless reasonable justification (Court Order) is provided for doing otherwise.
20. Where the College seeks to communicate with the entire College community or with identifiable sections of the College community, we may communicate through the school website, intranet or via our regular newsletter.

FEES/LEVIES PAYMENT

21. At the time of application, a non-refundable Application Fee is payable. On acceptance of a place, a non-refundable Acceptance Fee is payable, except in the case of visa refusal.
22. I/We understand that under this contract both parents/guardians are jointly and severally liable for payment of College fees and levies. The College relies on the payment of fees to fund its educational services to students.

23. Parents who have difficulty in paying fees must inform the College Business Manager as soon as possible to discuss options.
24. The following guidelines and rules apply:
- the College determines the fees for each year before the commencement of the year to which the fees relate;
 - fees must be paid in advance of the term to which they apply; if fees are not paid by the due date for payment, interest may be charged on the fees from the due date for payment until they are paid; non-payment of monies owing will also entitle the College to cancel this contract of enrolment and terminate your student's enrolment;
 - any fees or monies outstanding will remain the liability of both parents or guardians, jointly and severally;
 - should unpaid or overdue fees be referred externally for debt collection, parents/guardians will be liable for the costs of such fee collection;
 - if fees for a year are increased by more than 10% of the fees payable for the preceding year, parents/guardians may terminate this contract of enrolment without penalty and by notice in writing to us within fourteen (14) days of the date on which we notify you of the increase.

LEAVING THE COLLEGE

25. Written notice of a student leaving should be provided to the Head of School and/or Registrar at the earliest opportunity.
26. I/We acknowledge that if I/ we do not provide the College with 8 tuition weeks' notice, we may be required to pay 8 tuition weeks fees. The College commits resources on the basis of confirmed and continuing enrolments and will most likely suffer loss from early termination. The College may have difficulty filling the student's position at short notice.

In the event of cancellation of enrolment by the College, fees are payable for the whole of the term in which the student's enrolment is cancelled.

The condition of 8 tuition weeks' notice would not apply if this contract of enrolment is terminated for a breach by the College, or if 14 days notification of withdrawal is received following an annual increase in tuition fee greater than 10%.

TERMINATION

27. The College may terminate this contract when:
- the student is excluded or enrolment cancelled;
 - mutual trust and the condition that both we and you work in partnership and co-operation in the best interests of the College breaks down;
 - there is a breach of contract by parents/guardians (including non-payment of fees and failure to support the faith or ethos of the College);
 - there is a failure of the student to attend College on a regular basis.
 - there is a failure to disclose pre-existing conditions that requires a high degree of specialised support or care
28. Parents/Guardians may terminate when:
- written notice is provided to the College;
 - they consider the College is not providing the educational experience or opportunities they contracted for;
 - they fail to, or are unwilling to pay fees or to honour payment options entered into.

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

PARTICIPATION

29. Students are required to participate in all College activities unless reasonable excuse is provided.
30. Parents/Guardians agree to make every effort to ensure that the Student will not be absent (including lateness) from the College without leave of absence being granted by the College and that the term dates, as advertised by the College will be strictly adhered to.
31. Students absent from College without leave being granted may forfeit any credit for assessments missed during their absence. The College office should be advised before 9:30 am on any day of absence and a note sent to the College on the student's return to school.

EMERGENCIES

32. In the event of any medical or other emergency arising, in which the College considers it impossible or impractical to communicate with the parents/guardians of the student or any other nominated emergency contacts, I/we authorise the staff responsible to act as they may think necessary or expedient. I/We accept that the

College will have no liability for its reasonable actions.

33. The College will take all reasonable care of the student but will not be responsible for the costs of any medical or dental attention or treatment administered to the student in such event nor will it be responsible directly or indirectly for any act or omission of any medical or dental practitioner or medical officer attending or treating my/our student including attention provided at the College Health Bay.

IDENTIFICATION OF STUDENTS

34. I/We consent to the student being identified (photographed/videoed and/or named) in College-related publications, including the College Annual/Year Book, Newsletters and celebrations of achievement.

Yes No

35. A separate consent will be sought from parents if a student is asked to be identified for promotional or marketing purposes.

PRIVACY

36. The College collects personal information about students at the school, their parents and people who care for them. The primary purpose of collecting the information is to enable the College to use the information for all actions connected with educating our students.
37. The Privacy Policy may be viewed on the College website. A hard copy of the Privacy Policy will be provided to anyone who requests it.

GENERAL

38. This contract of enrolment is governed by the law of Queensland and represents the entire agreement between the Parents/Guardians and the College relating to the student's enrolment. Any warranty, representation, guarantee or other term or condition not contained in this contract is of no force or effect.
39. 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.

ADDITIONAL CONDITIONS RELATING TO FULL FEE PAYING OVERSEAS STUDENTS / SUBCLASS 500 STUDENT VISA HOLDERS

CODE OF ETHICS

40. The College complies with the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code) as amended

CONTACT DETAILS AND CHANGE OF ADDRESS

41. In accordance with the ESOS Act 2000 students are required to advise the College of any change in address and contact details within 7 days of any change. It is also a requirement to provide the College with a local emergency contact person and details. This information is to stay current at all time. Likewise, the College is to be advised of any changes within 7 days. These are conditions of your student visa. I/We acknowledge that the College may be required to provide addresses and contact details of the parents and student and local emergency contact person to government bodies.

ACCESS OF INFORMATION

42. In signing this document parents give permission to the College to access information through the Visa Entitlement Verification Online (VEVO) and/or Department of Immigration regarding student visa, student guardian visa and immigration matters or any other authorised sites for enrolment purposes.

LEARNING ACCOUNT

43. I/We give permission for a Learning Account to be opened for my/our student to satisfy the requirements for the Queensland Certificate of Education. A Learning Account is a list of school subjects the student has completed successfully.

USE OF PERSONAL INFORMATION

44. The information provided may be made available to Australian Commonwealth and State agencies and the Tuition Protection Service, pursuant to obligations under the ESOS Act 2000, the National Code, The TPS and other related legislative instruments. This may include contact details for parents, the student and other relatives or persons connected to the student.

Personal information about you is collected during the enrolment process and during the enrolment in order to meet our obligations under the ESOS Act and the National Code 2018; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. This information is recorded in PRISMS and includes your name, date of birth, gender, address, email address, phone number, country of birth, nationality, passport number, and course details. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Providers of Education and Training to

Overseas Students 2018. Information collected may be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Service or state and territory agencies, in accordance with the Privacy Act 1988. In other instances, information collected can be disclosed without your consent where authorised or required by law. Further information about the Australian Government Department of Education and Training's privacy policy can be obtained at <http://education.gov.au/privacy>.

ACCOMMODATION AND WELFARE

45. It is a condition of a student visa that students under the age of 18 years old must maintain adequate [welfare and accommodation](#) arrangements. It is the College's condition that students irrespective of age maintain College approved welfare and accommodation arrangements.

The parents may be nominated as the guardian for Visa purposes, in which case a Confirmation of Accommodation and Welfare Approval (CAAW) letter will not be issued by the College. Parents are required to provide the College with a copy of the guardian visa and health cover and maintain their visa obligations.

Parents may request that the child be placed with a family or friend. However, the College must first assess and approve the requested arrangement according to its homestay policy and arrangement. The family or friends must be over 21 years of age, resident in the state of Queensland and who are themselves not overseas students. If such arrangements are not deemed satisfactory by the College, the student will be moved to a homestay family arranged by the College. The College and parent must agree and continue to be satisfied with the homestay arrangements made by the College for the student. See [Homestay Policy](#) for details.

Where a welfare letter is issued by the College, the student should not travel to Australia before the start date on the welfare arrangements. See [Homestay Policy](#) for details.

HOLIDAYS

46. If the student wishes to travel to any destination other than home during holidays, parents must apply to the College in writing, specifying welfare, travel and accommodation arrangements. Permission for such travel will not be granted unless the College is satisfied with these arrangements. No student is permitted to attend Schoolies Week celebrations. At the end of Year 12, students are required to return home within one week of graduation.

COURSE PROGRESS AND ATTENDANCE

47. In accordance with the ESOS Act 2000 students are required to maintain satisfactory progress and attendance. Failure to do so will breach their visa conditions. (See Handbook or College website for full details of [Course Progress and Attendance Policy](#))

PAYMENT OF FEES AND REFUND POLICY

48. As a Registered Provider, the College requires prepayment of fees in advance as specified in the Course Handbook and/or Letter of Offer. Only then is a Confirmation of Enrolment (eCOE) issued. The eCoE is needed to apply for a student visa.

Under s.27 of the Education Services for Overseas Students Act 2000, the College cannot receive more than 50% of the student's total tuition fees for a course before the student has begun the course, unless the course has a duration of 25 weeks or less OR if the person responsible for paying the student's fees chooses to pay the College more than 50% of the total course tuition fees before the course start date. Full payment of overseas student fees does not attract a discount.

Refunds, if applicable, will be calculated using school tuition weeks remaining in the year. An adjustment will be applied to take into account failure to provide sufficient notice of withdrawal. Refer to the Refund Policy (<http://citipointe.qld.edu.au/discover-citipointe/general-policies/>)

49. As a condition of enrolment, the student (and, if the student is under 18 years of age, the student's parent(s) / legal guardian(s)), agrees to keep a copy of this written agreement and receipts of any tuition fees or non-tuition fees paid to the College.
50. If the student changes visa status (e.g. becomes a temporary or permanent resident) he/she will continue to pay full overseas student's fees until the College is provided with evidence of the new visa status.

DEFERMENT, SUSPENSION and CANCELLATION POLICY

51. Deferment, suspension and cancellation

The College will only grant a deferment of commencement or a request for suspension of studies for compassionate and compelling circumstances. The full details of the policy and process is available on the College website: - <http://citipointe.qld.edu.au/discover-citipointe/general-policies/>

INTERVENTION STRATEGY

52. The College Intervention Strategy identifies students at risk of failing to demonstrate satisfactory course progress and satisfactory attendance. This is a requirement under the terms of the National Code 2018 that Citipointe Christian College identify students at risk of failing to demonstrate satisfactory course progress, and to undertake an intervention strategy to attempt to resolve the problem. The full details of the intervention strategies policy and process is available on the College website: <http://citipointe.qld.edu.au/discover-citipointe/general-policies/>

COMPLAINTS and APPEALS POLICY

53. Dispute Resolution Process / Student Grievances

The College has an internal complaints handling and appeals process that is free and easily accessible. If a matter cannot be resolved informally, there is a process for a student to lodge a formal complaint or appeal. You must notify the College in writing of the nature and details of the complaint or appeal. You will have the opportunity to present your case to the Principal. You may be accompanied and assisted by a support person at relevant meetings. If an issue cannot be resolved through the College's formal processes, the student has the right to access an external complaints handling or appeals body such as the Overseas Student Ombudsman (<http://www.ombudsman.gov.au/about/overseas-students>)

The full details of the policy and process is available on the College website: <http://citipointe.qld.edu.au/discover-citipointe/general-policies/>

As part of the written agreement, the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

TRANSFER POLICY

54. Overseas students are restricted from transferring from their first registered College sector course of study for a period of six months. Application for student transfer is subject to the College Transfer Policy which is available for reference on the College website: <http://citipointe.qld.edu.au/discover-citipointe/general-policies/>

If a student wishes to transfer to another school or institution, written notice of intention to withdraw should be provided by the student's parents at least 8 tuition weeks prior to the transfer. The student and/or parent is to complete and submit the [Overseas Student Transfer Application](#) to the Registrar at the College to initiate the process (See Handbook or <http://citipointe.qld.edu.au/discover-citipointe/general-policies/> for full details of Transfer Policy)