

REGISTRATION AGREEMENT

This Agreement sets out the terms and conditions of residence of the Student at the Residential boarding facility.

Part A: RESPONSIBILITIES

Parents' Responsibilities and Permission

- 1.1 The Parents must comply with, and must ensure the Student complies with the terms and conditions of this Agreement.
- 1.2 The Parents must:
 - a) provide the Residential boarding facility with full and accurate information regarding any Pre-existing Medical Conditions of the Student;
 - b) complete an Administration of Medication at a Residential Boarding Facility Record Sheet and any other documents required by the Residential boarding facility for the administration of any medication to the Student;
 - c) provide the Residential boarding facility the medical authorisation from a prescribing health practitioner to administer medication to the Student;
 - d) provide the Residential boarding facility all routine/short term or emergency medication required to manage any Pre-existing Medical Conditions of the Student;
 - e) immediately notify the Residential boarding facility in writing of any change to the administration of the Student's medication;
 - f) keep the Residential boarding facility regularly and accurately informed in writing, in relation to the Student's health and welfare, including immediately notifying and providing appropriate medical documentation to the Residential boarding facility if the Student suffers or is diagnosed with any additional medical or mental health conditions or changes to Pre-existing Medical Conditions;
 - g) provide the Residential boarding facility with all information necessary to enable the Boarding facility to register the Student and provide residential services to the Student;
 - h) notify the Residential boarding facility of any changes to the Parents' address or contact details and such notification must be given at least seven 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
 - i) comply with, and must ensure the Student complies with all rules and requirements in the Residential Handbook, Residential Code of Conduct and any other policies and procedures notified to the Parents and Student by the Residential boarding facility, from time to time.
- 1.3 The Parents consent to:
 - a) the Student residing at the Residential boarding facility;
 - b) the Residential boarding facility providing residential services to the Student;
 - c) Staff organising, obtaining or providing medical assistance or treatment for the Student if the Student has an accident, is ill or, in the reasonable opinion of staff, is in need of medical assistance or treatment;
 - d) Staff administering any medication to the Student in accordance with the Administration of Medication at a Residential Boarding Facility Record Sheet or in accordance with any other authorisation of the Parent to administer medication to the Student;
 - e) the Student participating in Routine Activities;
 - f) Staff transporting the Student in any vehicles including Private Vehicles for the purpose of providing residential services, for Routine Activities or for the purpose of obtaining medical assistance or treatment;
 - g) the Residential boarding facility searching the Student's dorm room and property belonging to the Residential boarding facility in the dorm room and the Student's property in accordance with the Residential Handbook; and

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- h) the removal of items (whether the Student's property or otherwise) in accordance with the Residential Handbook.

Student's Responsibilities

2.1 The Student must:

- a) comply with the terms and conditions of this Agreement;
- b) comply with all rules and requirements in the Residential Handbook and any other policies and procedures notified to the Parents and Student by the Residential boarding facility, from time to time;
- c) immediately notify the Staff at the Residential boarding facility if feeling ill or in the event of any injury; and
- d) comply with all reasonable requests and instructions made by Staff.

Student Property

3.1 The Student and Parent acknowledge and agree that:

- a) the Student brings their property onto the Residential boarding facility premises at their own risk;
- b) the Student is responsible for their property and for the care, maintenance, repair and safekeeping of their property;
- c) insurance held by the school and the Residential boarding facility does not cover any loss or damage to a student's personal property and the Parent is responsible for taking out insurance coverage for Student property (including watches, phones and electronic devices);
- d) the School, the Residential boarding facility and the Department will not be responsible for any loss, damage or theft of a Student's property;
- e) the Student will not bring any illegal, dangerous, harmful or banned items onto the Residential boarding facility premises; and
- f) the Student and Parent will pay for any damage caused by the Student to another person's property.

Searching Property

4.1 Without limiting any rights of the Residential boarding facility at law, the Student and Parent acknowledge and agree that it is a condition of this Agreement and residence of the Student at the Residential boarding facility that:

- a) the Residential boarding facility may search the Student's dorm room and the Student's property in accordance with the Residential Handbook; and
- b) remove items (whether the Student's property or otherwise) in accordance with the Residential Handbook.

Accident Insurance

5.1 The Student and Parent acknowledge and agree that:

- a) the School, the Residential boarding facility and the Department do not have personal accident insurance cover for students;
- b) if the Student is injured as a result of any accident or incident, which occurs at any time or at any place (whether or not at the Residential boarding facility) and for any reason and in respect of any activity, then all costs associated with the injury, including medical costs are the responsibility of the Parent; and
- c) the Parent will decide what types and what level of accident insurance (if any) they wish to arrange to cover the Student and will pay all fees and costs associated with such accident insurance for the Student.

Part B: FEES AND REFUNDS

Fees

- 6.1 Unless otherwise agreed in writing by the Residential boarding facility, the Parents must:
- a) pay all Residential Fees in accordance with the Residential Handbook and any Residential Fees Payment Plan Agreement;
 - b) pay the Deposit and the Bond in accordance with the Residential Handbook;
 - c) pay any invoice to restore the Bond to the original value (if used by the Residential boarding facility to pay for, any costs of repair or replacement for any damage, caused as a result of the student's actions);
 - d) pay any additional fees or costs for the Student's schooling, accommodation or extra-curricular activities that are not covered by the Residential Fees outlined in the Residential Handbook;
 - e) pay any costs associated with the Student participating in any Routine Activity and transportation to and from any Routine Activity;
 - f) reimburse all costs incurred by the Residential boarding facility in organising, obtaining or providing any medical assistance or treatment (including transportation costs) for the Student within 14 days of written notice of the amount of the medical costs being provided to the Parents by the Residential boarding facility; and
 - g) reimburse all costs incurred by the Residential boarding facility (in excess of any Bond the Parents paid), to repair any damage caused as a direct or indirect result of the Student's actions within 14 days of written notice to the Parents by the Residential boarding facility of the amount due.
- 6.2 The Deposit and the Bond due under clause 6.1b), must be paid on the date of execution of this Agreement.

Refund Policy

- 7.1 Subject to this clause, if:
- a) there is a Default by the Residential boarding facility, the Residential boarding facility will pay to the Parents a refund of the:
 - i) Bond less any amount payable under clause 6.1g) of this Agreement; and
 - ii) Residential Fees on a pro rata basis.
 - b) there is a Default by the Student and/or Parents, the Residential boarding facility will pay to the Parents a refund of the:
 - i) Bond less any amount payable under clause 6.1g) of this Agreement; and
 - ii) Residential Fees, if in the reasonable opinion of the Residential boarding facility there are compassionate or compelling grounds for doing so and in an amount determined at the sole discretion of the Residential boarding facility.
- 7.2 No refund (pro rata or otherwise) or any other amounts will be paid by the Residential boarding facility to the Student or Parents other than in accordance with clauses 7.1a) and 7.1b).
- 7.3 To claim any refund under clause 7.1b) or clause 12.2, the Parents must:
- a) write to the Residential boarding facility requesting the refund and details of the refund amount;
 - b) countersign the request with the Student; and
 - c) include with the request details of any compassionate or compelling grounds for consideration by the Residential boarding facility.
- 7.4 The Residential boarding facility must pay a refund under:
- a) clause 7.1a) within 14 days of the date of the Default by the Residential boarding facility;

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- b) clause 7.1b), with respect to the Bond, within 14 days of the date of the Default by the Student and/or Parents;
 - c) clause 7.1b), with respect to the Residential Fees, within 28 days of the date of any written decision by the Residential boarding facility that there are compassionate or compelling grounds for a refund of the Residential Fees to the Parents.
- 7.5 If the Parents owe any monies for any reason connected with the Student's residence at the Residential boarding facility, the Residential boarding facility will deduct the amount owed from any refund that the Parents may claim in accordance with this clause 7.
- 7.6 Any refund provided under clause 7 will be paid to the Parents unless the Parents give a written direction to the Residential boarding facility to refund someone else.

Part C: REGISTRATION MATTERS

Deferral, Suspension or Cancellation of registration

- 8.1 The Residential boarding facility may in its absolute discretion defer, suspend or cancel the Student's registration, subject to any applicable laws, if the:
- a) Residential boarding facility receives a written request, from the Parents, for the Student's registration 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 any term of this Agreement;
 - d) Student is not enrolled at the School, including where the Student's enrolment at the School is cancelled by the Parents or the School for any reason;
 - 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 to the School or the Residential boarding facility or with respect to any documentation including without limitation, any application for registration to the Residential boarding facility; or
 - g) the Residential boarding facility, is reasonably satisfied that one of the following grounds exists with respect to the Student:
 - i) disobedience;
 - ii) misbehaviour;
 - iii) conduct that adversely affects, or is likely to adversely affect, the good order and management of the Residential boarding facility;
 - iv) conduct that adversely affects, or is likely to adversely affect, other students, staff or any other persons at the Residential boarding facility;
 - v) the Student's residence at the Residential boarding facility poses an unacceptable risk to the safety or wellbeing of the Student or other students or of Staff; or
 - vi) any breach of the Residential Handbook and the Residential Code of Conduct.
- 8.2 If clause 8.1 applies, the School Principal will issue a decision notice to the Parents and the Student for the deferral, suspension or cancellation of the Student's registration at the Residential boarding facility.
- 8.3 The School Principal must ensure natural justice in decision making process to suspend or cancel a Student's registration in relation to clauses 8.1 b) to 8.1 g) and:
- a) in relation to clause 8.1 b), make a decision on cancellation of registration on the grounds of non-payment of fees, following reasonable attempts to negotiate a payment plan with the parent liable to pay the fee; and
 - i) notify the parents to whom the fee relates in writing at least 14 days prior to the cancellation of the intention to cancel the registration on the grounds of unpaid fees and invite for written representation against the cancellation; and
 - ii) consider all written representation against the cancellation and notify Parents in writing if registration is cancelled.

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- b) in relation to 8.1 b) to 8.1 g), ensure other consequences are considered before proposing to suspend or cancel a Student's registration, and:
 - i) notify the Parents and Student in writing in relation to the intention to suspend or cancel the Student's registration and clearly articulate the grounds for the proposed suspension or cancellation;
 - ii) invite for written representation against the proposed suspension or cancellation;
 - iii) consider all written representation against the suspension or cancellation and notify Parents in writing if registration is cancelled;
 - iv) take reasonable steps to ensure Parents have made appropriate arrangements prior to the Student leaving the Residential boarding facility; and
 - v) arrange for a refund of Residential Fees in accordance with this Agreement.
- 8.4 Without limiting clause 8.3 b), if the School Principal is reasonably satisfied that the Student engages in or has engaged in serious misconduct, or the Student's residence at the Residential boarding facility poses an unacceptable risk to the safety or wellbeing of the Student or staff or other students at the residential boarding facility, or the good order and management of the Residential boarding facility, the School Principal may require the Student, and the Student is obliged to comply with such a request, to cease residing at the Residential boarding facility immediately, while a cancellation process under clause 8 is undertaken.
- 8.5 The Parents and Student may at any time withdraw the Student's registration at the Residential boarding facility by giving at least 14 days' written notice to the Residential boarding facility.

Closure of Residential boarding facility

- 9.1 If, for any reason, the State of Queensland decides to close the Residential boarding facility permanently, the Residential boarding facility 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 to the Parents or Student in this event.

Part D: GENERAL

Privacy

- 10.1 In this clause, "Personal Information" means 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 an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion. Personal Information includes, for example, personal and contact details, registration details and changes and medical information.
- 10.2 Without limiting any other consent provided to the Residential boarding facility from time to time, the Parents and the Student consent to the Department recording, using and disclosing the Parents' and the Student's Personal Information for the following purposes:
- a) administering and managing the Student's registration at the Residential boarding facility and the provision of residential and support services to the Student;
 - b) liaising with the School in relation to the provision of education and support services to the Student;
 - c) arranging the Student's attendance at camps and excursions;
 - d) arranging the Student's participation in routine Residential boarding facility activities and any other recreational and sporting activities;
 - e) liaising with the Parents;
 - f) liaising with a health practitioner, hospital or doctors surgery for the purpose of organising or obtaining or providing medical assistance for the Student or administering any medication to the Student;
 - g) approving any travel request by the Student;
 - h) any other purpose reasonably incidental to any of the purposes in clause 10.2; or

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- i) where authorised or required by law.

Release and Indemnity

11.1 The Parents and the Student:

- a) acknowledge and confirm that they attend the Residential boarding facility at their own risk; and
- b) release, discharge and indemnify the Department (including the Department's employees, contractors, volunteers and agents) from all liability, loss, costs and expenses (including legal fees, costs and disbursements) ("Claims") arising from or in connection with the Student's residence at the Residential boarding facility, except to the extent that the Claims were caused by the Department's negligent acts or omissions.

Variation

12.1 The Residential boarding facility may amend the terms and conditions of this Agreement, from time to time, 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 30 days, except where the amendment is required due to an emergency situation.

12.2 If the Parents and Student do not agree with the amendments, the Parents and Student may terminate this Agreement and withdraw the Student from the Residential boarding facility. The Parents will be entitled to a refund in accordance with clause 7 of this Agreement.

Sending Notices

13.1 If the Residential boarding facility needs to send the Parents and Student a notice under this Agreement, the Residential boarding facility will send it to the address or email provided in the Application to Register form.

Part E: DEFINITIONS AND INTERPRETATION

Definitions

14.1 In this Agreement:

Agreement means this registration agreement of the residence of the Student at the Residential boarding facility.

Application to Register means the application to register form which is to be completed and submitted to ensure the registration of the Student at the Residential boarding facility.

Bond means the security bond to cover costs incurred by the Residential boarding facility to repair any damage caused as a direct or indirect result of the Student's actions.

Business Day means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.

Compassionate or compelling grounds means:

- a) the death of the Student or a close relative of the Student; or
- b) serious ill health or disability affecting the Student or a close relative of the Student; or
- c) any other event or circumstance which, in the reasonable opinion of the Residential boarding facility, materially affects the Student.

Default by the Residential boarding facility means the registration of the Student is suspended or cancelled by the Residential boarding facility, during the Student's residence at the Residential boarding facility and there is no Default by the Student and/or Parents.

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

- a) the Student does not commence their residence at the Residential boarding facility;
- b) the Parent withdraws the Student's registration with the Residential boarding facility, any time and for any reason, including in accordance with clause 12.2 of this Agreement;
- c) the Residential boarding facility suspends or cancels the Student's registration in accordance with clause 8 of this Agreement.

Department means the State of Queensland as represented by the Department of Education;

Deposit means the accommodation deposit to secure the Student's registration at the Residential boarding facility;

Parents means the Student's parent, parents or carer who signs this Agreement. . This is to be read in accordance with s.10 of *Education (General Provisions) Act 2006 (Qld)*.

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 School Principal to be used for transporting students.

Residential boarding facility means the residential boarding facility at Dalby State High School Bunya Campus, operated by the Department.

Residential Code of Conduct means the Residential Code of Conduct contained in the Residential Handbook, as amended from time to time.

Residential Fees means the residential fees outlined in the Residential Handbook, as amended from time to time.

Residential Fees Payment Plan Agreement means the residential fees payment plan agreement between the Parent and the School.

Residential Handbook means the School Residential Handbook, and any other information provided to the Parents and Student upon applying for registration at the Residential boarding facility, as amended from time to time.

Routine Activities means routine activities organised or approved by the Residential boarding facility or the School, that Residential boarding facility students may participate in during their residence as part of their usual routine (including outings, recreational and sporting activities) as described in the Residential Handbook.

School means Dalby State High School Bunya Campus.

School Principal means the principal of the School, from time to time.

Staff means an employee or volunteer of the Residential boarding facility or School authorised by the School Principal, as the case may be, to perform the relevant function or duty.

Student means the student who signs this Agreement.

Interpretation

15.1 In this Agreement:

- a) headings are for convenience only and do not affect the meaning or interpretation of any of the terms and conditions of this Agreement;

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- 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 any clause or schedule means a clause or schedule to this Agreement and includes any amendments to them made in accordance with this Agreement;
- d) a reference to any document is to that document as varied, novated, ratified or replaced from time to time;
- e) 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;
- f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- g) 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;
- h) "**includes**" in any form is not a word of limitation;
- i) a reference to days or months means calendar days or months;
- j) a reference to any monetary amount is to Australian currency; and
- k) if the day on which any act or thing is to be done under this Agreement is not a Business Day, the act or thing may be done on the next Business Day.

15.2 In the event that a government department or agency mentioned in this Agreement:

- a) ceases to exist; or
- b) is reconstituted, renamed or replaced; and
- c) its powers or functions are transferred to another government department or agency, a reference to the government department or agency will include that other government department or agency.

Part F: DECLARATION and ACKNOWLEDGEMENT

16.1 By signing this Agreement, the Parents and Students acknowledge and agree that:

- a) We have read and understood the terms and conditions of this Agreement, Residential Handbook, Residential Code of Conduct and all other information the Residential boarding facility has provided to them in relation to the Residential boarding facility;
- b) The information they have given to the School and Residential boarding facility is complete, true and correct in every particular, to the best of our knowledge;
- c) Supplying false or incorrect information to the School or Residential boarding facility form may result in cancellation of the Student's registration at the Residential boarding facility;
- d) The Residential Handbook, Residential Code of Conduct and all applicable Residential boarding facility policies and procedures, as notified to them from time to time, form part of this Agreement; and
- e) They are legally bound by the terms and conditions of this Agreement and will comply with the Residential Handbook, Residential Code of Conduct and all applicable Residential boarding facility policies and procedures, as notified to them from time to time.

16.2 By signing this Agreement, the Parents declare that they are the Student's parent in accordance with s.10 of the *Education (General Provisions) Act 2006 (Qld)*.

PART G: EXECUTION

Student's Full Name	Student's Signature	Date
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Parent 1 Full Name	Parent 1's Signature	Date
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Parent 2 Full Name	Parent 2's Signature	Date
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School Name	Principal/delegate	School Principal/delegate's Signature	Date
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