



# Enrolment contract

## for school education (Foundation to Year 12)

**Version 3.0**  
effective 15 January 2021

**This is a reproduction of the contract wording that will be provided to you if you are made an offer of enrolment.**

**QUEENSLAND**  
Chinchilla Christian College  
Dalby Christian College  
Endeavour Christian College  
Groves Christian College  
Livingstone Christian College  
Staines Memorial College  
Warwick Christian College  
Whitsunday Christian College

**NEW SOUTH WALES**  
The Lakes Christian College

**SOUTH AUSTRALIA**  
Blakes Crossing Christian College  
Seaview Christian College

**WESTERN AUSTRALIA**  
Cornerstone Christian College

## INTRODUCTION

Thank you for choosing to enrol your child at a school operated by Christian Community Ministries Limited (CCM). This contract explains the key undertakings that each of us have in relation to your child attending school. Please read this contract carefully and ensure that you understand it before signing it and returning it to us.

### 1. DEFINITIONS

- 1.1 Unless the context otherwise expressly requires, the terms *The College* or *Us* or *We* in this enrolment contract refers to the school that you are enrolling your child in. This means one of:
- (a) Blakes Crossing Christian College, Blakeview SA;
  - (b) Chinchilla Christian College, Chinchilla QLD;
  - (c) Dalby Christian College, Dalby QLD;
  - (d) Endeavour Christian College, Cooktown QLD;
  - (e) Groves Christian College, Kingston QLD;
  - (f) Livingstone Christian College, Ormeau QLD;
  - (g) Seaview Christian College, Port Augusta SA;
  - (h) Staines Memorial College, Redbank Plains QLD;
  - (i) The Lakes Christian College, Castlereagh NSW;
  - (j) Warwick Christian College, Warwick QLD;
  - (k) Whitsunday Christian College, Cannonvale QLD.
- 1.2 Unless the context otherwise expressly requires:
- (a) *you* means, jointly and severally, the parents/guardians or caregivers named at the last page of this contract; and
  - (b) a reference to *parent* includes the student's biological parents or their legally recognised guardians or caregivers, as may be applicable.
- 1.3 In this enrolment contract:
- (a) 'CCM' means Christian Community Ministries Limited as operator of the College.
  - (b) 'CCM Statement of Faith' means the [Statement of Faith](#) adopted by Christian Community Ministries Limited as provided in the policies, rules and procedures and as updated, as amended, innovated, supplemented, varied or replaced from time to time.
  - (c) 'health service' means a service that is, or purports to be, a service for maintaining, improving, restoring or managing a student's health and wellbeing.
  - (d) 'policies, rules and/or procedures' means the College policies, rules and/or procedures available via our website and/or parent portals and/or in publications that we make available, as updated, as amended, innovated, supplemented, varied or replaced from time to time.
  - (e) 'specific needs' includes but is not limited to the learning, medical, health, mental/psychological and physical needs of a student and any other needs that may impact on the ability of CCM to fulfill its duty of care to a student.

### 2. ENROLMENT

- 2.1 Any placement offer will be based upon the information provided by you during the enrolment process. In the event that any of this information is subsequently revealed to be inaccurate, false or misleading, the College reserves the right to review the enrolment and may decide to withdraw the offer, or if it has been accepted, terminate the contract.

- 2.2 It is recognised that the application process and enrolment interview does not always indicate how well a particular student may fit into the College. For this reason, all new students will be enrolled on probation for a period of one semester (two terms). During this time the student's progress, behaviour and attendance will be assessed by College staff and the Principal. If these are considered to be unsatisfactory, then at the Principal's discretion the enrolment may be terminated by giving notice in writing or the period of probation may be extended for one further term.

### 3. EDUCATION

- 3.1 We will undertake to:

- (a) Educate the student with due care and skill;
- (b) Act in the best interests of the student and all students generally. This may mean we do not always act in accordance with individual requests;
- (c) Deliver our curriculum in accordance with our Christian faith and beliefs (inclusive of those stated in the CCM Statement of Faith) and in a manner that fulfils legal requirements;
- (d) Operate the College in a respectful, safe and responsible manner in keeping with its Biblical Christian faith ethos (including as outlined in the CCM Statement of Faith); and
- (e) Make available and promote the expectations of the College (communicated through various means, including our policies, rules and procedures).

- 3.2 You undertake to:

- (a) Faithfully, support at all times the Christian faith basis as well as vision, mission, ethos and values of the College (including as outlined in the CCM Statement of Faith);
- (b) Respectfully, honour the College leadership and their decisions;
- (c) Relationally, speak with staff members, students and other community members with sensitivity and respect, and comply with published processes to raise concerns;
- (d) Educationally, allow your children to participate fully in the life of the College, encouraging appropriate behaviours consistent with College expectations and being an active partner in the education of your children;
- (e) Financially, ensure the payment of fees and charges in accordance with this contract; and
- (f) Socially, help build up the College community for the benefit of students as well as speaking positively and assisting occasionally as time permits (this could include helping out, at our request, on a regular basis as a volunteer).

- 3.3 We do not guarantee a particular level of achievement for each student. Achievement depends greatly on the individual attributes of the student and the student's willingness to work for their own education.

- 3.4 It may be necessary to alter the College's academic and other programs at any time without notice to meet the operational needs of the students and/or the College.

- 3.5 If your student is enrolled in a program of distance education, you are also required to comply with the *Distance education standard of service* available on the College website.

- 3.6 We will be responsible for the care of the student on College premises or at College sanctioned excursions on usual College days during advertised operational hours. You are responsible for the supervision and safety of the student outside of these hours unless otherwise arranged with the College.

- 3.7 Whilst parents and students may choose to engage in group activities outside of school hours (including on the College campus), unless officially communicated by the college (for example, in the school newsletter, on the parent portal or via an email from a College staff member), these are not organised or controlled by the College and parents are responsible for ensuring their child's safety at such events.

#### 4. ATTENDANCE

- 4.1 In accordance with the applicable law and the College's attendance policies, daily (Monday to Friday) attendance at school is compulsory during each school year unless the parent has a reasonable excuse.
- 4.2 You undertake to:
- (a) Advise us, using the College's required method of notification, the reason for any absence within the timeframes prescribed in the relevant attendance policies.
  - (b) Provide any supporting documentation as requested by the College to verify or explain the reason for an absence e.g. medical certificate.
  - (c) Obtain written authorisation from the College Principal for an exemption from compulsory attendance where an absence exceeds four consecutive school days.
- 4.3 A student enrolled in a program of distance education is taken to have attended the school of distance education offering the program by completing and returning the assigned work for the program.

#### 5. SPECIFIC NEEDS

- 5.1 You assure us that you have given us full and accurate information about any specific needs of the student when applying for enrolment.
- 5.2 We undertake to:
- (a) Provide basic first aid treatment as required.
  - (b) Inform you when the student needs to be collected from the College.
  - (c) Cooperate with you to establish a mutually agreeable health action plan at the College if your student has a diagnosed condition.
  - (d) Act in the student's best interest in times of medical necessity including by incurring expenditure as we consider necessary. If a medical or other emergency involves your student we will attempt to communicate with you as soon as possible.
- 5.3 You undertake to:
- (a) Supply us with necessary information about the specific needs of the student and to continue to supply us, as soon as practicable, with information if there is any change in the specific needs of the student (including any improvement or deterioration in their learning, medical, health, mental/psychological or physical abilities).
  - (b) Uphold the responsibilities established in any health action plan agreed pursuant to Clause 5.2(c).
  - (c) Collect your child due to a health issue, illness or injury when requested.
  - (d) Reimburse us for medical costs incurred by us (including medical and ambulance expenses) when we act in the best interest of the student.
  - (e) Act on requests by the College where the College believes the student should be assessed by a health or other professional practitioner.
  - (f) Provide us with any medication required by the student and instructions in relation to the medication. You warrant that the instructions you provide in respect of the medication are complete, correct and accurate.
- 5.4 You agree that in the event that staff require special training to administer the medication referred to a Clause 5.3(f) or respond to specific health issues (for example, in the case of a child that is diabetic), you are responsible for both organising and paying for that special training for all necessary staff, and until that has occurred, you will arrange to attend and administer the necessary medication as needed.
- 5.5 You also agree that if the College First Aid Officer is required to confirm or clarify any directions from a doctor in respect of administration of medication for a student, you authorise the College to

communicate with, and provide information to, and receive information from the doctor in respect of those directions.

- 5.6 If the student has a medical issue or other type of emergency at a school function, school campus, or event, we shall make all practical attempts to contact you for instructions and/or authority to take steps for the student. If it is impossible or impractical to communicate with you, you authorise us to take action and incur expenditure as we consider necessary to ensure the health and safety of the student and to act in the best interests of the student. You must reimburse any expenditure we incur in connection with the health and safety of the student.
- 5.7 Neither the College, nor any of its agents or employees, shall provide any health service to a student, including in relation to any specific needs of the student. The provision of basic first aid, treatment administered pursuant to Clause 5.2(a), the circumstances outlined in Clauses 5.4 to 5.6; and such circumstances where our duty of care requires us to act, does not constitute the provision of a health service.

## 6. COMMUNICATION

- 6.1 Cordial communication between the College and families is an important aspect of schooling.
- 6.2 Our policies, rules and procedures with which you and the student are expected to comply are generally available via our website and/or parent portals and/or in publications that we make available.
- 6.3 We undertake to:
- (a) Communicate with you using our established communication channels (including via our website, parent portals, School Newsletter, email) and by using the contact details provided by you; and
  - (b) Communicate with you if there is a significant issue or concern that directly affects the student and/or our enrolment contract with you.
- 6.4 You undertake to:
- (a) Ensure your contact details remain up to date including your email address and phone numbers.
  - (b) Keep the College informed in a timely manner of any changes to your student's circumstances (e.g. medical, family circumstances or living arrangements)
  - (c) As soon as reasonably practicable, provide to us any:
    - (i) Government Departmental documents concerning child safety or care; or
    - (ii) Court orders (including, but not limited to, Family Court Orders or Domestic Violence Protection Orders),
 that concern or impact upon the student or otherwise limits the contact or communication which a parent or other person has with the child; and
  - (d) Communicate directly with the appropriate staff member in a cordial manner if you have an issue that directly concerns the student or your enrolment contract. This includes following the established and documented methods available in the College if you have an issue or complaint.
- 6.5 You agree that you will not commence any social media "page" or "group" which uses the College name or any part of the College name or implies association with the College unless it is set up with the express permission of the Principal and one of the administrators for the "page" or "group" is (and remains) a College staff member nominated by the Principal.
- 6.6 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 (including participating in Social Media groups), where the College reasonably believes it is in the best interests of the student, the student body as a whole, or the College that the person be excluded. You will abide by any direction by the College in respect of entering or remaining on College property or attendance at College activities.

## 7. FAMILY & CUSTODY MATTERS

- 7.1 The College has policies in place that explain how we work with those families that have more than one household involved in the care of the student and/or where non-custodial natural parents seek information. It is important to note that in Australia the natural parents who are not party to the enrolment contract are usually permitted to request information about the student's educational progress and other related activities. Where additional copies of information or interviews are requested, the College may charge additional fees for the provision of the service.
- 7.2 You acknowledge that despite the College being provided with copies of any of the documents or orders referred to at Clause 6.4(c), the College does not assume responsibility for the parents complying with those documents or orders, or enforcing such documents or orders and the parents remain responsible for compliance with such documents or orders.
- 7.3 Where a Court Order provides that one parent has sole parental responsibility for making decisions in relation to education matters, we will act only on that parent's direction irrespective of who has signed the enrolment contract.
- 7.4 Where separated parents are unable to agree on whether a child is to remain at the College, the College will not become involved in that disagreement. In such circumstances, one parent may give not less than three months' notice of termination of this enrolment contract. The other parent will be at liberty (subject to order of the Court to the contrary), to apply to re-enrol the student of the College via an enrolment contract in their name only provided that both parents consent to the child remaining a student of the College or a Court Order is made to that effect.
- 7.5 If the parents have equal shared parental responsibility pursuant to Court Orders and do not agree on the child continuing to be educated at the College, the College shall continue to educate the child pursuant to this enrolment contract for a period of three months. During this period, the College expects the parent who seeks that the child remain at the College shall take steps to obtain a Court Order as to the schooling arrangements of the child, and provide an indemnity to the College. In the event that a Court Order has not been obtained and the parents remain in dispute, we may (in our sole discretion) terminate the enrolment of the student. This provision does not limit the usual termination provisions set out herein.

## 8. FEES

- 8.1 Fees are payable in accordance with the CCM Fee Policy and the terms of the relevant invoice. Payment needs to be made in full at that time or otherwise be made in accordance with any prior arrangement agreed by us in writing (where we make this available).
- 8.2 We undertake to:
- (a) Advertise fees before the start of each new academic year.
  - (b) Invoice you your annual fees in time for you to pay by the due date.
- 8.3 You undertake to:
- (a) Pay your fees when due or in accordance with any prior arrangement agreed by us.
  - (b) Immediately pay the remainder of fees due for the academic year if you cancel or terminate an arrangement entered pursuant to Clause 14.4.
  - (c) Contact the College immediately if for any reason you are unable to meet your responsibility to pay your fees.
- 8.4 Pay any expenses incurred in the recovery of any outstanding fees or debts owed by you to the College.
- 8.5 The Principal of the College has the right at their discretion to close the College during any epidemic, declared emergency or other force majeure or serious circumstance affecting the College, during such time and in such circumstances as the Senior Management of the College think fit without creating any right to a refund of any fees paid or payable.
- 8.6 The College may take any action deemed necessary for recovery of non-returned college property, including where appropriate, referral to the police.

- 8.7 In making alternative arrangements with you, you acknowledge that the College is not in the business of providing credit and does not make credit arrangements.

## **9. DISCIPLINE**

- 9.1 You must comply with policies, rules and procedures we adopt from time to time. You must ensure, as far as practicable, that the student complies with those policies, rules and procedures.
- 9.2 As a member of the College community, the student is expected to comply with the College policies, rules and procedures, exercise appropriate self-discipline and follow the established College and classroom rules, and to behave in a way that does not bring dishonour to the name of Christ, or disgrace to the College. You must ensure, as far as practicable, that the student complies with these requirements and the wider requirements of this enrolment contract that are placed on the student.
- 9.3 We may discipline the student for failure to comply with directions given by a person in authority or for failure to comply with the expectations stated at Clause 9.2. These failures may occur on or off the College campus. Subject to affording the student procedural fairness, we may suspend for a period of time or terminate the enrolment of a student for misconduct considered serious enough to warrant immediate expulsion or for ongoing disciplinary issues.
- 9.4 If the student is suspended by the College you must pay fees for the whole term during which the student is suspended. This amount is payable in acknowledgement of the fact that the College has committed resources on the basis of confirmed enrolments.
- 9.5 You will be responsible for the costs of repair for any wilful damage caused to the property of the College or of an individual at the College, caused by the student.
- 9.6 The College does not guarantee that it can control the behaviour or activities of other students and parents. Each person is responsible for his or her own actions and the College is not liable for loss or damage to the property of individuals.
- 9.7 We may search lockers, bags and property of the student (including any electronic device) where it is reasonable for us to do so or as part of a general or random search of a place where we conduct activities.
- 9.8 We may confiscate forbidden or dangerous property.

## **10. EXCURSIONS**

- 10.1 An excursion is any activity that takes place away from the College campus. The College may arrange excursions from time to time; and advertise these to you in accordance with Clause 6.3(a)
- 10.2 You consent to your child attending excursions with the College without the need to provide further permission for each excursion, except where specifically requested by the College. Situations where we may request specific consent include where students will be away for one or more nights or where additional costs are required of you.
- 10.3 You agree that you consent to the student attending usual school activities including off-site excursions, and sporting events requiring transportation by bus, unless you advise us that you do not consent to your child's participation in these activities.

## **11. PRIVACY**

- 11.1 The College collects personal information about students and parents or guardians before and during the student's enrolment at the College. This information is treated in accordance with our Standard Collection Notice and Privacy Policy, both of which are available on the College website.
- 11.2 You authorise the College to use and disclose information (including sensitive information) in accordance with this Clause 11 and our Standard Collection Notice and Privacy Policy.
- 11.3 The Privacy Policy also explains how we may use your name, photograph and video recording and the process to inform us if you do not consent to the use of this personal information. You agree to comply with your obligations under the Privacy Policy, which policy does not form part of this enrolment contract.

- 11.4 You consent to Personal Information, such as photographs and video recordings, academic and sporting achievements, student activities, and other news being published in College newsletters, magazines and on our website and for other direct marketing purposes, unless you notify us otherwise in writing.
- 11.5 You acknowledge that information which identifies or is capable of identifying you or the student is Personal Information within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and that this information is collected and then used or disclosed to assist us in the primary purpose of providing education to the student, including with regard to the student's education, health, care, welfare or development, or such other secondary purposes that are related to the primary purpose for which it was collected and are reasonably expected. Such primary or secondary purposes may include providing appropriate medical care to your child, and pastoral care to your child and family. We may also collect, use or disclose any other Personal Information to which you have otherwise consented or where the use or disclosure is allowed by law.
- 11.6 You acknowledge that Sensitive Information which includes health information about the student within the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth) is collected and then used or disclosed to assist us in the primary purpose of providing education to the student, including with regard to the student's education, health, care, welfare or development, or such other secondary purposes that are directly related to the primary purpose for which it was collected and are reasonably expected. Such primary or secondary purposes may include providing appropriate medical care to your child, and pastoral care to your child and family. We may also collect, use or disclose any other Sensitive Information to which you have otherwise consented or where the use or disclosure is allowed by law.
- 11.7 You acknowledge that you have consented to the collection, use and disclosure of Personal Information (including Sensitive Information) which you have provided to the College throughout the enrolment of the student including by way of the Application for Enrolment for the above primary purposes and secondary purposes.
- 11.8 The College may obtain your consent to use Personal Information (including Sensitive Information) where such is required in accordance with the terms of the Australian Privacy Principles under the *Privacy Act 1988* (Cth).
- 11.9 You authorise us to disclose Personal and Sensitive Information to others from time to time for administrative and educational purposes, including to other schools, government departments, medical practitioners and people providing services to the school including specialist visiting teachers, sporting coaches and staff, and volunteers. Such information will only be disclosed when necessary.
- 11.10 Personal information collected from students is disclosed to parents in most cases. Exceptions to provision of personal information of students to parents (for example, health records) include:
- (a) Where a student has sufficient maturity and they direct us not to do so;
  - (b) Where disclosure would breach a law (including, for example, the privacy obligations the College holds to another person);
  - (c) Where the disclosure would likely result in harm to the health or safety of a person; or
  - (d) For another reason that is permitted by law.
- 11.11 In the event that the student turns 18 whilst they remain a student, the College may seek the student's acceptance of the privacy provisions of this enrolment contract.
- 11.12 The College shall retain information collected for a reasonable period of time in accordance with legislative obligations.
- 11.13 You consent to the College storing Personal Information including Sensitive Information in the cloud.

## 12. INDEMNITY

- 12.1 You indemnify the College against any loss or damage caused by any failure by you or the student to comply with this contract, or our policies, rules or procedures. You also indemnify us against any loss or damage caused by the wilful disobedience or reckless behaviour of the student.
- 12.2 "Indemnify" includes making payment or compensation for any loss or damage in this context.



### 13. CONTRACT AND COLLEGE POLICIES

- 13.1 Your obligations under this contract are joint and several. This means you, together with the other signatories (excluding the College), are both individually and jointly responsible for the obligations and liabilities agreed to in this contract.
- 13.2 You authorise us to act at the direction of any one of you.
- 13.3 The College will promote the best interests of the student at all times and will remain impartial in the event of any matrimonial or custodial disputes. Generally, the College has no duty and no right to enforce any Government Departmental documents concerning child safety or care or Court orders (including, but not limited to, Family Court Orders or Domestic Violence Protection Orders) or to ensure that parents comply with those documents or orders, and parents will refrain from asking the College to intervene in any such matter.
- 13.4 Our policies, rules and procedures do not form part of this enrolment contract. The College may update, amend, innovate, supplement, vary or replace our policies, rules or procedures at any time by the provision of notice to you. Where we do so we will communicate this with you using one or more of the methods outlined in this contract. Students will be treated as being bound by the policies, rules and procedures. You undertake to ensure the student has understood the policies, rules and procedures (including as amended, innovated, supplemented, varied or replaced from time to time).
- 13.5 You agree:
- (a) That you have read and understood the College policies, rules and procedures at the time of execution of this contract by you;
  - (b) To read the College policies, rules and procedures notified to you in accordance with Clause 13.4, as soon as reasonably practicable after such notification; and
  - (c) To fully support the College in ensuring compliance with all College policies, rules and procedures.
- 13.6 The parties may agree to vary this contract by way of written agreement between the parties. Otherwise, you irrevocably agree that the College may vary the terms of this contract by notice in accordance with Clause 6.3. The amended terms will take effect on the earlier of:
- (a) the expiry of ten weeks from the date of the notice; or
  - (b) the first payment of school fees made immediately following the notice.

### 14. TERMINATION

- 14.1 We may terminate this contract:
- (a) by notice in writing to you with immediate effect:
    - (i) if we believe mutual trust and co-operation between us has broken down;
    - (ii) if your actions are hostile, threatening or harassing towards the College or College community members (staff, families or students);
    - (iii) we exercise our rights under Clause 9.3 to terminate enrolment for disciplinary matters;and you have not responded to the College's request for an explanation or apology or rectification of the issue within a reasonable time,
  - (b) by the provision of the requisite notice by us where such is expressly permitted by another provision of this enrolment contract; or
  - (c) where subclauses (a) and (b) do not apply, by notice in writing to you with immediate effect where you are in breach of this contract and you fail to remedy the breach within a reasonable time after notice from us requiring you to do so. The right to terminate under this subclause includes where you or your child engage in conduct that:
    - (i) fails to support or breaches the policies, rules or procedures of the College;

- (ii) is unacceptable having regard to the behavioural expectations in this enrolment contract or the policies, rules or procedures of the College;
- (iii) is inconsistent or incompatible with the mission, beliefs, values, or policies of the College, including as outlined in the CCM Statement of Faith; or
- (iv) is prejudicial to the interests or reputation of the College.

- 14.2 We may terminate this contract with ten weeks written notice if we decide that we do not wish to continue the contract for any reason.
- 14.3 You may terminate this contract by notice in writing to us with immediate effect if we are in breach of the contract and we fail to remedy the breach within a reasonable time after notice from you requiring us to do so.
- 14.4 You may terminate this contract with ten weeks written notice if you decide that you do not wish to continue the contract for any reason. If you do not provide us with ten school weeks' notice, you must pay us 10 calendar weeks fees, in acknowledgement of the loss suffered by the College, which committing resources on the basis of confirmed enrolments, will incur expense in filling the student's place and otherwise suffer loss from the early termination.
- 14.5 If we increase the fees for a term by more than 10% of the fees payable for the preceding term, you may terminate this enrolment contract by notice in writing to us, within fourteen (14) days of the date on which we notify you of the increase.
- 14.6 The obligation to pay any outstanding but accrued fees or charges survives termination of this enrolment contract.
- 14.7 For the avoidance of doubt, this enrolment contract does not terminate simply because of the student reaching the age of 18 years, and shall continue until either the student completes their schooling, or one of the parties chooses to terminate this agreement pursuant to these termination provisions.

## 15. COLLEGE CHRISTIAN ETHOS

- 15.1 We will conduct the College, including the delivery of the school curriculum, co-curriculum and public events, in a manner that is consistent with the CCM Statement of Faith and the Christian beliefs and ethos of the College more generally.
- 15.2 Notwithstanding the religious belief or background of the student and their family, all students must attend and participate in Chapel and in classes in which Christian religious education will be provided and other similar activities.
- 15.3 You acknowledge that, in the context of Christian schooling, conduct that is inconsistent with the Christian beliefs of the College (including as outlined in the CCM Statement of Faith), including on the part of the student body, can impact detrimentally on the College's ability to be conducted in accordance with its religious doctrines, beliefs or principles. Conduct that is inconsistent with the Christian beliefs of the College, including on the part of the student body, can impact detrimentally on its ability to maintain its religious ethos and on its ability to model a Christian standard of conduct to the student body. Such conduct can remove the ability of the College to act in conformity with its doctrines, beliefs or principles and can incur injury to the religious susceptibility of adherents of its religion. Such conduct may also be prejudicial to the interests or reputation of the College.
- 15.4 You agree to support the College's efforts to ensure that it:
- (a) is conducted in accordance with its religious doctrines, beliefs or principles,
  - (b) maintains its religious ethos; and
  - (c) models a Christian standard of conduct to the student body,
- and you note that the student must do the same and you agree to encourage the student in this.
- 15.5 CCM believes that:
- (a) God wonderfully and immutably creates each person as female (girls) or male (boys);
  - (b) These two distinct, complementary biological sexes (genders) together reflect the image and nature of God (Genesis 1:26-27);

- (c) An individual's biological sex aligns with the image of God within that person; and
  - (d) the Bible ties gender identity to biological sex (Genesis 1:27; Genesis 2:22-24) and does not make a distinction between the two.
- 15.6 Accordingly, we believe that God's intended best for humankind is that we live our lives in accordance with our biological sex. The College therefore acknowledges the biological sex of a person as recognised at birth and requires practices consistent with that sex. Whilst each student is individually valued and equally encouraged to pursue opportunities in both academic and co-curricular activities, you agree that, in accordance with the CCM Gender Policy, where distinctions are made between girls and boys (inclusive of, but not limited to, for example, uniforms, terminology, use of facilities and amenities, participation in sporting competitions or accommodation) such distinctions will be applied on the basis of the individual's biological sex.

## **16. GENERAL**

- 16.1 This contract is governed by the law of the State in which the College is located and the law of the Commonwealth of Australia.
- 16.2 You represent, warrant and agree that all information, representations and warranties furnished by you to the College in regards to this contract are complete and correct and are not misleading nor deceptive in any way, nor likely to be either.
- 16.3 If any provision of this contract is, becomes or is declared by any judicial or other authority to be invalid, void, voidable, illegal or otherwise unenforceable, the provision will be severed from this contract and the remaining provisions of this contract shall remain in full force and effect unless the College in the College's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the College shall be entitled to terminate this contract by 30 days' notice to you.
- 16.4 The College and you acknowledge that this contract contains the whole agreement between the parties, notwithstanding anything to the contrary contained in any other document prepared by or on behalf of you or the College.
- 16.5 Any failure or refusal by the College to exercise any right or remedy whether before or after the expiration or earlier termination of this contract, shall not be an abandonment or waiver of such right or remedy and the same shall (unless expressly waived by the College) accrue retrospectively from the relevant due date for the same.
- 16.6 Time is of the essence of all rights and obligations of the parties under this contract.
- 16.7 Unless otherwise agreed between the parties, the parties agree to be bound by this contract by the exchange of hard copy, scanned and emailed, scanned and uploaded, or faxed, signed copies. This enrolment contract may also be exchanged in counterparts and the parties agree to be bound on the exchange of signed counterparts.
- 16.8 The covenants, conditions, provisions and warranties contained in this contract do not merge or terminate upon completion of the transactions contemplated in this contract but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect and any termination shall not affect either party's pre-existing rights and obligations.
- 16.9 Each party must do all things and execute all further documents necessary to give full effect to this contract and refrain from doing anything that might hinder the performance of this contract.
- 16.10 In this contract:
- (a) each covenant in this contract by two or more persons is made jointly and severally.
  - (b) References to any statute includes any enactment amending, consolidating or replacing the same and any relevant subordinate legislation or other requirement under the same, whether present or future.
  - (c) References to any document or agreement, including this contract, includes a reference to that document or agreement as amended, innovated, supplemented, varied or replaced from time to time.
  - (d) References to the whole includes any part.

- (e) References to "writing" or words of a similar effect includes any means of reproducing words in a visible form.
  - (f) References to "month" means calendar month.
  - (g) Words specifying a particular gender include any other gender; words specifying the singular number only include the plural number and vice versa; and words specifying an individual include a corporation and vice versa.
  - (h) The headings to clauses in this contract shall be ignored.
- 16.11 This contract shall bind each party's legal personal representatives, administrators, executors, successors, transferees and permitted assigns.