



Enrolment Guidelines and Conditions of Enrolment

How to Enrol at Downlands College

The Downlands College Enrolment Guidelines, Conditions of Enrolment and Privacy Policy are part of the Downlands College Application for Enrolment process.

Families wishing to enrol their daughter or son at Downlands, may do so online through the Downlands website

www.downlands.qld.edu.au or

forward the following documentation to:

Downlands College, PO Box 250, Toowoomba Qld 4350 or

email: enrolments@downlands.qld.edu.au

Required Documentation

- a completed and signed Downlands Application for Enrolment
- a signed acceptance of Conditions of Enrolment,
- the enrolment Application Fee (\$75),
- a copy of your child's school reports: please include all reports for the last two (2) years,
- a copy of your child's NAPLAN results (Years 3, 5, 7 and 9) if applicable,
- a copy of your child's birth certificate. If not born in Australia, a copy of your child's Australian Citizen Certificate or passport and current visa,
- a copy of relevant health/immunisation documentation,
- where possible, a family reference from your Parish Priest or Minister,
- other relevant documentation relating to the child eg specific learning needs, specific medical needs, Parenting Plan, Court Orders (relating to residence and contact), Care and Protection Orders etc.

Enrolment Process

After the College receives the application, required documentation and the Enrolment Fee of \$75 has been receipted, Parents/Carers will receive confirmation of receipt of application. The Enrolment Fee of \$75 is non-refundable.

If the date the Student is to start at Downlands is less than two (2) years from the date of application, Parents/Carers will be invited to organise an Enrolment Interview.

If the date the Student is to start at Downlands is more than two years from the date of application, Parents/Carers will be advised that their child will be required to attend an interview within two (2) years of the date the Student is to start at Downlands.

The Enrolment Interview is conducted by a member of the College Executive and is attended by the child and his/her Parents/Carers.

Following the interview, the Principal will then write, either inviting the family to become members of the Downlands community by confirming their child's enrolment; or advising that the application has been unsuccessful.

Downlands reserves the right to decide who attends the College according to College principles as varied from time to time. The College may, in its absolute discretion, reject an application for enrolment. Downlands reserves its rights to reject any application for enrolment.

To confirm a place at Downlands, Parents/Carers and the child sign the Confirmation of Enrolment and Acceptance of College Conditions form, remitting this, along with the \$500 Confirmation Fee, thereby securing a place for their child at Downlands. The Confirmation Fee of \$500 is a non-refundable fee.

In accordance with the College Privacy Policy, information supplied in Downlands College Application for Enrolment Section 1 may be made available to groups affiliated with Downlands eg Parents and Friends Association, College Foundation, government and educational bodies.

Information supplied in Section 2 is made available to staff on a 'need to know' basis.

Conditions of Enrolment: Preamble

Downlands College is a Catholic, coeducational, day and boarding school owned and conducted by the Missionaries of the Sacred Heart (MSC) with the assistance of a deeply committed group of teachers and support staff.

Downlands motto is *Fortes in Fide - Strong in Faith*. Our faith is based on a belief in and a commitment to a loving God. We value truth, learning and respect for the individual as essential features of the education process. In the search for truth, Downlands encourages Students to integrate faith with life.

Conditions of Enrolment: Definitions

- i. Board means the Downlands College Board
- ii. Principal means the Principal of the School or a representative or delegate
- iii. Downlands and/or College means Downlands College
- iv. MSC means Missionaries of the Sacred Heart (La Société des Missionnaires du Sacré-Cœur de Jésus founded by Fr. Jules Chevalier at Issoudun, France, in 1854)

- v. **Student/Child** means a Student of the College and includes prospective, present and past Students who have enrolled or applied to enrol at the College or of whom you are a Parent or Carer.
- Day Student is a Student who resides at home with their Parent/s, Carer/s or Legal Guardian/s.
 - Boarding Student is a Student who resides four (4) or more nights per week at the College during the term.
 - Extended Day Student is a Student who accesses the Extended Day Student Program offered by the College.
 - International Student is an "overseas Student" as that term is defined in Section 5 of the Education Services for Overseas Students Act 2000 (Cth) (ESOS Act). Where the Student is under 18 years of age and the Student is required to exercise rights or enter obligations as a legal person, this term may refer to the International Student's Parent/s, Legal Guardian/s or a Parent as that term is defined in the ESOS Act.
- vi. **Parent/You** means
- the Parent, Carer or Legal Guardian with whom the Student normally resides; and/or,
 - a person or persons who has or have been appointed as Legal Guardian of the Student pursuant to a Will or pursuant to an Order of a Court; and/or,
 - a person or persons vested with the responsibility for the day-to-day care of the Student by virtue of a Parenting Order under the Family Law Act 1975 (Cth).
 - A reference to the singular Parent or the plural Parents is a reference to all relevant persons outlined in paragraphs a – c above unless it is expressly stated to be a reference to one such person.

Conditions of Enrolment

During the Student's enrolment at the College, the Student will be bound by all rules, regulations and policies authorised by the College.

In the case of an International Student, the College's International Student Policy, as changed from time to time, applies and overrides these conditions if there is an inconsistency between the two.

The Student must wear the uniform of the College properly so as to develop pride in personal appearance as well as develop a sense of belonging and responsibility.

The Student may not leave the College property during school hours without the written permission of their parents and the Principal (or its delegate).

Whether at the College, at a College function, or travelling, students are not permitted tobacco, non-prescribed drugs or alcoholic drinks.

During the Student's enrolment at the College, Parents understand that the College expect Parents to adhere to Code of Conduct, treating the College's employees, contractors, volunteers, students and other parents with respect and courtesy at all times.

Parents acknowledge that the College may exclude a student, or students (member/s of that family) or cancel their enrolment in circumstances where the Parent is in breach of the guidelines.

Parents must behave in such a manner that the image of the College is not negatively affected or brought into disrepute and to treat and deal with the College's employees, representatives, other parents and students with respect and consideration.

If the Principal believes that the relationship of trust and cooperation between the Parents and the College or any of its staff has broken down to the extent that it cannot be repaired and is impacting on staff or students or poses a safety risk, the Principal may, at its discretion require the Parents to remove the Student or the College will terminate the Student's enrolment (and terminate the Agreement where applicable).

In confirming a Student's enrolment at the College, Parents unequivocally agree that the terms and conditions of the Enrolment Contract as defined in the Enrolment Guidelines and Conditions of Enrolment is a continuation of the original Enrolment Contract. Any reference to or actual annual review of fees, levies and charges does not, in any way, constitute a new contract.

1. Academic, Co-Curricular and Pastoral Care

- Downlands offers a Catholic education, and as such requests the willing and free support of our Catholic and MSC Ethos and values. Parents are asked to encourage their child/ren to actively participate in the Catholic and MSC faith and in the spirit of the College.
- The College reserves the right to amend its academic and other programmes at any time without notice to Parents. This may include the discontinuance of teaching subjects and other programmes.
- The College reserves the right to determine in its absolute discretion the manner in which it will deliver its curriculum.
- Parents acknowledge that whilst the College takes all care, it gives no warranty or representation in relation to the level of education or educational outcomes achieved, obtained or received by the Student.
- Parents are requested to take note of, or enquire about, the full range of activities, sports, camps, excursions and retreats available to Students at the College and should inform the Principal of any circumstances which may or will restrict their child's ability to be involved in any such activities, sports, camps, excursions and retreats. The College endeavours to provide all necessary supervision during such activities. However, it shall not be held responsible for any loss or damage to property, loss of life, injury or illness suffered or occasioned as a result of the Student's attendance at the College or the Student's involvement in school activities, sports, camps and excursions.

- 1.6 Student participation in the full range of activities, sports, camps, excursions, and retreats is subject to them complying with the Downslands College Behaviour Management Policies.

2. Discipline

- 2.1 Parents agree and acknowledge that Students are bound by the College's Rules and Behaviour Management Policy, which includes the right to discipline the Student including suspending the Student or cancelling the Student's enrolment without notice to the Parent.
- 2.2 Parents agree to support the College in lawful disciplinary actions undertaken by the College which the College deems as appropriate to modify, address and deal with the Student's behaviour and conduct.
- 2.3 Parents agree that the College reserves the right of the Principal to impose lawful disciplinary action on any Student at any time and without notice if the Principal in his/her absolute discretion deems such action advisable and such action is dealt with in accordance with the Behaviour Management Policies of the College from time to time.
- 2.4 Parents acknowledge that the Principal may act in a way he/she considers necessary to ensure and enforce compliance with the College's rules, regulations, policies, procedures and with the law. This may include but is not limited to requiring a Student to submit to drug or alcohol testing.
- 2.5 The College may search the bags, possessions, and belongings of Students where there is reasonable cause to do so. The College will also hold forbidden or dangerous property until it is collected by you or handed to the relevant authorities.
- 2.6 Students are required to care for the buildings, grounds, furniture, and equipment of the College and are financially responsible for damage caused through a wilful act, carelessness, or neglect. The College will arrange the repairs and charge the cost to the account or to the Parents.

3. If a Student is 18 or turns 18 while at school

- 3.1 From the College's perspective, if the Student is 18 or is to turn 18 while at the College, the Student is still considered to be under the care and guardianship of the Parent.

4. Illness, Injury and Medical Assistance

- 4.1 Parents ensure that the College has been provided with all the Student's medical information and will continue to provide the College with information, for the duration of the Student's enrolment, about any changes to their condition.
- 4.2 Parents ensure that the College has been provided with the Student's vaccination history, and:
 - a. allows the College to exclude the Student from the College if there is an outbreak of an infectious disease for which the Student has not been vaccinated, or;
 - b. for which the Parent has not provided the Student's vaccination history.
- 4.3 In the event of an emergency, as so defined by the Principal, and where you are unable to be contacted within a reasonable amount of time, the Principal, or his/her representative, has authority to arrange such medical assistance as may be reasonably necessary and to give consent to any medical practitioner treating or operating on the Student and prescribing or administering any medication, anaesthetic or blood transfusion. You will be responsible for any cost incurred by the College.
- 4.4 Parents acknowledge that you are solely responsible for any dental, medical, hospital and other expenses that arise as a result of an injury or illness sustained by your child while participating in an activity at the College or organised by the College. You agree that you are solely responsible for obtaining insurance to meet the costs of any such injury or illness.
- 4.5 Parents acknowledge that the College may enter into insurance arrangements for the benefit of the Student under which any claim by or for the Student may be insured but understand that the College gives no warranty or assurance and makes no representation as to the adequacy or suitability of any such insurance arrangements.

5. Publication of photographs, film, recordings and other digital representation

- 5.1 Parents agree that the College and its affiliates may use any photograph, film, recording or other digital representation of the Student held by the College in respect of any advertisement or promotional material, including on websites and social media, in any prospectus or other promotional materials, including after the Student has left the College.
- 5.2 Parents agree to indemnify and keep indemnified the College in respect to any claim, liability, cost, expense, loss or damage (including economic loss) arising out of the publication of any such photograph, film, recording or other digital representation in accordance with the above condition.
- 5.3 If Parents do not wish to allow the use of any photograph, film, recording or other digital representation of the Student held by the College for advertisement or other promotional material, including websites and social media, or wish to withdraw consent, Parents understand and agree that it is their responsibility to notify the Principal in writing.

6. Special Needs

- 6.1 Parents are required to inform the College at the time of enrolment of any existing special needs of the Students, including any physical and/or mental disability, learning support requirements or dietary or health considerations.
- 6.2 Parents are required to inform the College during the course of the Student's enrolment of any new special needs of the Students, including any physical disability and/or mental disability, learning support requirements or dietary or health considerations.
- 6.3 It must be acknowledged that the College cannot always meet these requirements and the College reserves the right to refuse any enrolment or to cancel any enrolment where the College believes, in its absolute discretion, that it is unable to provide the requisite level of facilities for the education and care of the Student.

- 6.4 The College may make additional charges to Parents, where it is deemed necessary, to provide services to accommodate identified special needs. This may include, but is not limited to: extra tuition, learning support, provisions for special dietary requirements etc.

7. Changes in Enrolment

- 7.1 Parents shall give the Principal notice, in writing, should your family status change in relation to the contractual circumstances and financial liability for your child's enrolment.
- 7.2 If you wish to change your child's boarder / day status, you must give the College ten (10) weeks' advance notice prior to the commencement of the next term, in writing and addressed to the Principal. Failure to do so may result in increased fees and charges to complete the transition.
- 7.3 If you wish to withdraw the enrolment of your child from the College you must give the Principal ten (10) weeks' advance notice prior to the commencement of the next term, in writing and addressed to the Principal. Failure to meet these conditions renders you liable for the payment of one term's tuition, levies and/or boarding fees, and other fees and charges prior to the final day.
- 7.4 Parents acknowledge that the Principal reserves the right to cancel the enrolment of your child for the following reasons:
- breaching the rules and regulations of the College; or
 - non-payment of fees by the due date; or
 - failure to disclose requested information; or
 - any other reason as determined by the Principal.
- 7.5 If the Student is suspended or expelled from the College no fees, charges or levies paid are refundable and you are still obligated to pay all fees, charges and levies for the Student in the term for which the suspension or expulsion takes place.

8. Fees, Levies, Charges and Refunds

- 8.1 For the avoidance of doubt, Clause 8 of the Enrolment Conditions applies to all persons defined in the Definitions section as "Parents." It applies to all these people, as the case may be for a Student, jointly and severally.
- 8.2 Persons referred to in Clause 8.1, as the case may be, are jointly and severally liable for the payment of all fees, levies, and charges. This includes agreeing to pay all debt collection charges as established between the College and Solicitor/Collection Agency along with any administration fees (on a full indemnity basis). This does not absolve your obligation to pay the amount payable in respect to which these charges were made.
- 8.3 The scale of charges in respect of fees for boarding and tuition and other levies is fixed by the College from time to time. The College reserves the right to alter fees and levies at any time and impose new or substitute fees and levies. There are no reductions or remissions placed on fees or levies.
- 8.4 The College charges fees at the beginning of each term. Fee accounts are issued prior to the beginning of each term and are payable to the College on or before the commencement date of the term unless alternate arrangements have been made before the start of the academic year or date of entry.
- 8.5 Monthly accounts are issued in respect of other fees owing and are expected to be paid before the end of the calendar month in which that account is received. An overdue fee, as determined by the College from time to time, may be added to outstanding accounts. It is understood that this fee will be paid on top of any outstanding amount if charged.
- 8.6 If Persons referred to in Clause 8.1 are experiencing financial difficulties, special arrangements can be made by early notification and discussion with the Business Manager/Principal.
- 8.7 The College may incur expenditure on items as may reasonably be required for the Student during each term and is to be reimbursed by the Persons referred to in Clause 8.1 upon the issuing of a Statement of these fees. Fees for miscellaneous charges are payable forthwith upon the issuing of a Statement.
- 8.8 The College may not maintain enrolments if accounts are not paid.
- 8.9 No remission of fees, either in whole or in part, will be made should the Student be absent or prevented from attending school for whatever reason.
- 8.10 If a Student commences and does not complete the term, a minimum of the full term's fee is required, regardless of the timing of the Student's departure. Where Persons referred to in Clause 8.1 decide that the Student will not return to the College for the next term, a minimum of ten (10) weeks' notice, in writing addressed to the Principal, is required. In the absence of the required notice, a term's tuition, levies, and where applicable, boarding fees shall be payable.
- 8.11 In the event that the Student's enrolment under this Agreement is terminated, where this is by suspension or withdrawal at the request of the Principal, the Fees and Charges for the current term remain due and payable, inclusive of any co-curricular or extra-curricular activities for which commitment has been made. Depending on the circumstances of the enrolment termination, the College may elect at its sole discretion to waive all or part of any outstanding tuition fees.
- 8.12 Persons referred to in Clause 8.1 are not entitled to any refunds due to the Student's absence from the College. All amounts owed must be paid regardless of a Student's absence, attendance or non-participation.
- 8.13 A non-refundable Enrolment Fee, as determined by the College from time to time, for each Student, is required for the Application for Enrolment to be processed.
- 8.14 A non-refundable Confirmation Fee, as determined by the College from time to time, for each Student, is payable on confirmation of enrolment before the commencement of the Student at the College, or at the time of commencement if a place is not offered in advance.
- 8.15 If after receipt by the College of the Confirmation of Enrolment Fee, the Student does not start at Downlands, then the College is entitled to retain the Confirmation Fee.

- 8.16 Should payment of the Confirmation Fee not be made within the specified time; the College does not guarantee a confirmed enrolment place.
- 8.17 Downlands operates a Text Book Hire scheme, the cost of which is included in the Tuition Fee. Text books are issued to the Student at the beginning of the year and must be returned, clean and in good condition (as determined solely by the College), by the due date, usually at the end of each semester. A charge, equivalent to the cost of the books, is made for lost, dirty or damaged text books, and for books not returned before the due date. Due books not returned before the end of semester due date are automatically deemed to be lost and the cost of the book will be added to the account. No refunds will be credited if the books are returned after the due date.
- 8.18 Downlands charges an Information Communication and Technology (ICT) Levy for the Digital Downlands program. Laptop/ Notebook computers are issued to the Student and must be maintained as per the Digital Downlands Agreement. The Digital Downlands program does not cover the device for theft, loss, wilful damage, or other associated claims. Persons referred to in Clause 8.1 should arrange adequate insurance for the Student's device.
- 8.19 If the account is in arrears, the Student's participation in the full range of activities, sports, camps, excursions and retreats may be restricted. Exceptions to this restriction will be at the discretion of the Principal.
- 8.20 The College reserves the right to increase fees and charges to reimburse the College of any Goods and Services Tax which may be imposed on the College during the time of the Student's enrolment at the College in respect of services and goods supplied to the Students by the College.
- 8.21 Students or Persons referred to in Clause 8.1 who are the subject of any: Parenting Plans; Court Orders (relating to residence and contact); Care and Protection Orders; or any other related Order of the Family Court or another Court, must disclose the nature of these Orders to the College. The College will abide by any such Orders. If there is an Order in place, the College requires that specific arrangements for the payment of fees, levies and charges be entered into prior to acceptance of the Student's enrolment. Further, if an Order comes into being during the course of the Student's enrolment, the College requires specific arrangements for the payment of fees, levies and charges be entered into as soon as possible. The College reserves the right to pursue Persons referred to in Clause 8.1 pursuant to this agreement in the absence of any additional specific arrangements. The College welcomes early discussion around these issues to ensure the College complies with its duty of care to Students and any Court Orders.

9. Suspension and Termination of Enrolment

- 9.1 The College may suspend the Student, or terminate the Student's enrolment under the Agreement, where the College considers there has been:
- unsatisfactory conduct or performance;
 - failure to obey the College's rules, disciplinary procedures and/or policies;
 - failure of Parents to comply with the Agreement;
 - where Parents act in a way that is contrary to the Code of Conduct;
 - failure of the Parents to pay the Fees and Charges; or
 - for any other reason.
- 9.2 If suspended, the Student shall not enter upon any of the College's grounds for any purpose during the period of suspension without the express permission of the Principal or their delegate, and shall be the sole responsibility of the Parents during such period. During any period of suspension, the Parents will be required to continue paying all Fees and Charges.

10. Communication

- 10.1 Downlands web portal platform is the predominant means of communication to Parents. Access to school reports, tours, excursions, events, correspondence and other information is available through the web portal. The Parents' email address is the primary mode of communication. Parents should advise of changes of any contact details, within seven (7) days, through the web portal.
- 10.2 The College may choose to communicate with you through your child's diary, by telephone, email, SMS/MMS, newsletter, social media platforms or by handing the correspondence, circulars and other communication to the Student personally.
- 10.3 Where a family separation occurs after a Students' enrolment in the College, Parents may jointly or separately have access to the web portal.
- 10.4 Policies and procedures by which you and the Students are expected to comply are availed through the College electronically and through printed material.

11. Membership of the Downlands Parents and Friends Association (P&F)

- 11.1 Parents will, at the commencement of your child's enrolment at the College, become an ordinary member of the Downlands College P&F Association.
- 11.2 The College will assume that all Parents including Step-Parents are entitled to participate in College activities unless otherwise indicated by virtue of a Court Order, declaration by both Parents and/or other legal document.

12. Privacy

- 12.1 The College collects personal information about Students at the College in accordance the College's Privacy Policy. The primary purpose of collecting the information is to enable the College to use it for all actions connected with educating our Students.
- 12.2 Parents agree to yours and your child's personal information being used for educational and ancillary purposes unless otherwise requested by you in writing.
- 12.3 Parents agree that the College may make any enquiry at any previous/current school/s attended by your child and that the College may request a transfer of documents in accordance with the Education (General Provisions) Act 2006 (Qld) s 386, 387 and 388.

- 12.4 Parents agree that you will provide the College with any information it requires of you from time to time, including information about the Student, their education and information about your financial position.
- 12.5 By signing this agreement the Parents to the collection, use, storage and disclosure of information about individuals by the College in accordance with the College's Privacy Policy and its obligations under the Privacy Act 1988 (Cth).
- 12.6 By signing this document you are agreeing that you have been provided with as well as read and agreed to the Privacy Policy of the College and that you and your child's personal data will be managed in accordance with this Policy.

13. Changes in Conditions

- 13.1 The College reserves the right to change these conditions at any time. If such a change is made, then this change is binding once notice of the change has been given to you. This may take the form of:
 - a. a notice advising of the change; or
 - b. a new conditions of enrolment form being issued.
- 13.2 The College does not need to notify you of any changes made to the rules, regulations, and policies of the College for them to be binding.

14. Declaration

By enrolling our child at Downslands College, I/we undertake to support the ethos of the College and its existing rules, regulations, and work programs, including any changes that may be introduced in the future.

I/We understand that the initial and continuing enrolment of my/our child at Downslands College is dependent upon open and honest disclosure of information relating to the educational needs, health, and wellbeing of my/our child.

I/We acknowledge that my/our obligations under this contract are joint and several and I/we authorise you to act on the direction of any one of us.

I/We acknowledge that the College has the right to terminate or cancel an enrolment where all information was not provided at the time of enrolment.

I/We acknowledge that we have read this Agreement carefully, prior to signing it, and have not relied on verbal representations from the College or others that is different to what is set out in this Agreement. I/We acknowledge that if there is a dispute, the College will refer to this Agreement and the College Policies to establish enforcement of terms and conditions of enrolment.

I/ We agree that this document may be executed digitally by electronic signatures and that the use of electronic signatures on this document have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I/We and and
have read, understood and had the opportunity to fully consider the contents of this Enrolment Contract and agree to enrol my/our child at Downslands College on the terms and conditions set out in this contract.

1. Parent/Carer - Name (print) Relationship

Signature X Date

2. Parent/Carer - Name (print) Relationship

Signature X Date

3. Parent/Carer - Name (print) Relationship

Signature X Date

Name of Student

Signature X Date





Privacy Policy

Introduction

This Privacy Policy sets out how Downlands College manages personal information provided to or collected by it, and how to contact us if you have any privacy concerns.

The College is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).

What kinds of personal information does the College collect?

The College will collect different types of personal information from you, depending on how you interact with us. The type of information the College collects and holds includes (but is not limited to) personal information about:

- Students and Parents and/or guardians ('Parents') before, during and after the course of a Student's enrolment at the College;
- job applicants, staff members, volunteers and contractors; and
- other people who come into contact with the College.

The types of personal information the College collects may include your name, contact details, financial details, photographs, film, recordings or any other digital representation.

The College will only collect sensitive information (which is a category of personal information that includes information about things such as an individual's health, religious beliefs and racial or ethnic origin) from an individual with their consent obtained in the Enrolment Application and Conditions of Enrolment and which is reasonably necessary for one of the College's functions.

The College may collect personal information because we are required or authorised by an Australian law or court or tribunal order to do so. The College will tell you if this is the case and let you know the details of the law, court or tribunal order.

We will assume that, unless you tell us otherwise, you consent to the collection of the information that you provide to us (either directly or indirectly) for use and disclosure by us in accordance with this Privacy Policy.

Personal Information you provide: The College will generally collect personal information directly from the individual such as through the completion of forms by Parents or Students, face-to-face meetings and interviews, emails and telephone calls.

Personal Information collected from third parties: In some circumstances the College may collect personal information about an individual from a third party, for example a report provided by a medical professional or a reference from another College.

Anonymity: If it is lawful and practicable to do so, the College may offer individuals the opportunity of dealing with the College anonymously or by using a pseudonym. For example, when an individual makes a general enquiry about the College. However, in some cases where the College requests personal information about a Student or Parent, if the information requested is not provided, the College may not be able to enrol or continue the enrolment of the Student, or permit the Student to take part in a particular activity.

How will the College use the personal information you provide?

The College will use personal information it collects from you for the primary purpose of collection, and for such other secondary purposes that are related to the primary purpose of collection and reasonably expected by you, or to which you have consented.

Students and Parents: In relation to personal information of Students and Parents, the College's primary purpose of collection is to enable the College to provide schooling for the Student. This includes satisfying the needs of Parents, the needs of the Student and the needs of the College throughout the whole period the Student is enrolled at the College. The purposes for which the College collects, uses, holds and discloses personal information of Students and Parents include:

- to keep Parents informed about matters related to their child's schooling, through correspondence, newsletters and magazines;
- day-to-day administration;
- looking after Students' educational, social and medical wellbeing;
- seeking donations;
- conducting marketing and promotional purposes;
- to enable past pupils to be in contact with those from their year group via the Downlands Past Students Association;
- to enable Past Student reunion organising committees to conduct Year Group reunions as required; and
- to satisfy the College's legal obligations and allow the College to discharge its duty of care.

Volunteers: The College also collects, uses, holds and discloses personal information about volunteers who assist the College in its functions or conduct associated activities, such as alumni associations, to enable the College and the volunteers to work together.

Marketing and fundraising: The College treats marketing and the seeking of donations for the future growth and development of the College as an important part of ensuring that the College continues to provide a quality learning environment in which both Students and staff thrive. Personal information held by the College may be disclosed to organisations that assist in the College's fund-raising, for example the Downlands Past Students Association or, on occasions, external fund-raising organisations.

Who might the College disclose personal information to?

The College may use your personal information to send you fund-raising information and College publications (such as newsletters and magazines, websites and social media platforms). You can contact us at any time (see details below) if you no longer wish to receive marketing or fund-raising materials from us.

There are a range of people and organisations to whom the College may disclose personal information. The particular party the College discloses personal information to will depend on the dealings the individual has with us. For example, the College may disclose personal information, including sensitive information, held about an individual to:

- another school;
- government departments;

- medical practitioners;
- people providing services to the College, including specialist visiting teachers, counsellors and sports coaches;
- recipients of College publications, such as newsletters and magazines, marketing and promotional material including on websites and through social media platforms;
- Parents;
- anyone you authorise the College to disclose information to;
- service providers who provide us with business, technology, marketing, operational, professional and other services; and
- anyone to whom we are required to disclose the information to by law.

Sending information overseas: The College may disclose personal information about an individual to overseas recipients, for instance, when storing personal information with technology service providers which are situated outside Australia or to facilitate a College exchange. We only disclose personal information to our overseas service providers when it is necessary for the services they provide to us.

The countries in which these overseas service providers are likely to be located is Singapore, Canada and the United States of America.

When we disclose your personal information overseas, we are required to take measures to ensure that your information will be protected.

Management and security of personal information

We mostly hold personal information electronically in our IT systems, secure servers and databases, but we also hold personal information in paper records. The College has in place steps to protect the personal information the College holds from misuse, interference and loss, unauthorised access, modification or disclosure including locked storage of paper records and password access rights to computerised records. The College's staff are also required to respect the confidentiality of Students' and Parents' personal information and the privacy of individuals.

Access and correction of personal information

An individual has the right to request access to any personal information which the College holds about them and ask the College to correct any inaccuracies.

To make a request to access or update any personal information the College holds about you or your child, please contact the Principal in writing (see details below). The College will require you to verify your identity and specify what information you require. The College cannot give you information about anyone else.

Making a request is free; however, the College may charge a reasonable fee to cover the cost of verifying your application and locating, retrieving, reviewing and copying any material requested. The fee will not be excessive, and the College will advise the likely cost in advance.

We will allow access or make the changes requested unless we consider the Privacy Act or another relevant law requires us to withhold the information, or not make the changes. If we cannot provide you with access to that information, we will provide you with written notice explaining the reasons for refusal. If we refuse you access or to correct your personal information, you can make a complaint about this, by following the complaint procedures in this Privacy Policy (see details below).

Consent and rights of access to the personal information of Students

The College respects every Parent's right to make decisions concerning their child's education. Generally, the College will refer any requests for consent and notices in relation to the personal information of a Student to the Student's Parents.

The College will treat consent given by Parents as consent given on behalf of the Student, and notice to Parents will act as notice given to the Student. Parents may seek access to personal information held by the College about them or their child by contacting the Principal (see details below); however, there will be occasions when access is denied. Such occasions would include where release of the information would have an unreasonable impact on the privacy of others, or where the release may result in a breach of the College's duty of care to the Student.

The College may, at its discretion, on the request of a Student, grant that Student access to information held by the College about them, or allow a Student to give or withhold consent to the use of their personal information, independently of their Parents. This would normally be done only when the maturity of the Student and/or the Student's personal circumstances so warranted.

Enquiries and complaints

If you would like further information about the way the College manages the personal information it holds, or wish to complain that you believe that the College has breached the Australian Privacy Principles please contact:

Address: The Principal, Downlands College, 72 Ruthven Street, Toowoomba Qld 4350
Telephone: 07 4690 9500
Email: principal@downlands.qld.edu.au

The College will investigate any complaint, and respond to you as soon as we can. We will try to do this within 10 working days of receiving your complaint. If this is not possible, we will contact you and let you know when we will respond to your complaint. We will notify you of the making of a decision in relation to your complaint as soon as is practicable after it has been made.

The College takes any privacy complaint seriously and will deal with all complaints fairly and promptly; however, if you are not satisfied with our response to your complaint you can refer your complaint to the Office of the Australian Information Commissioner (in writing):

Address: Office of the Australian Information Commissioner (OAIC), GPO Box 5218, Sydney NSW 1042
Telephone: 1300 363 992 or 1800 620 241
Email: privacy@privacy.gov.au

Using other websites

The College's website may contain links or references to other websites to which this Privacy Policy may not apply. You should review the Privacy Policy of each of those websites and assess whether those policies are acceptable to you before using those websites.

Changes to this Privacy Policy

The College may, from time to time, review and update this Privacy Policy to take account of new laws and technology, changes to the College's operations and practices and to make sure it remains appropriate to the changing College environment.

This Privacy Policy was last updated on 21 September 2016.

Any changes to our Privacy Policy will be published on the College website. Changes to this policy will also be advised via the College Newsletter.