Education Enrolment Agreement

This Agreement is made between Fitra Community School Limited (the **School**) and the below stated Parents / Guardians (hereafter referred to as **Parents**). By signing this Agreement, the Parents accept the offer of enrolment of the Student at the School in the Entry Year and Entry Level agree as follows:

◯ I/We have read and agree to comply with and be bound by the enclosed Conditions of Enrolment (including all Policies and Procedures and any codes of conduct of the School.)

◯ I/We also agree to be bound by the terms of the School Fee Policy and the school fee schedule as published by the School in respect of each school year and as amended by the School from time to time.

◯ By accepting enrolment of the Student at the School, I/We agree to be liable (jointly and severally if more than one Parent) for the payment of all Education Fees associated with the Student's Enrolment and attendance at the School.

(*tick all circles to confirm agreement*)

Student Details:

Student SURNAME	Student FIRST NAME
Student MIDDLE NAME(S)	Student PREFERRED NAME

ENTRY YEAR:

ENTRY LEVEL:

Between

FITRA COMMUNITY SCHOOL LIMITED at 43 – 45 WESTALL ROAD, CLAYTON SOUTH, VIC 3169 ABN 67 616 832 967

AND

Parent 1 Details	**Parent 2 Details**
SURNAME FIRST NAME	SURNAME FIRST NAME
RESIDENTIAL ADDRESS	RESIDENTIAL ADDRESS
POSTAL ADDRESS	POSTAL ADDRESS

This Agreement must be signed by all persons that have parental and/or legal guardianship responsibility for the Student.

Parent 1 Signature

SIGNATURE

DATE

Parent 2 Signature

SIGNATURE

DATE

If only one Parent is to have sole responsibility for paying all Education Fees, that Parent must be nominated here.

Fee Paying Parent

SURNAME

FIRST NAME

SIGNATURE

DATE

If your family or fee payer circumstances change during the period of the Student's Enrolment, a new Agreement must be completed.

If you have any queries regarding this Agreement, please telephone the School on (03) 85102113 before signing this Agreement. Please return this signed Agreement to: *The Principal, Fitra Community School , 43 – 45 Westall Road, Clayton South, VIC 3169*

Signed by the School authorised representative:

SIGNATURE

DATE

CONDITIONS OF ENROLMENT

1. Definitions

1.1. "Agreement" means this Education Enrolment Agreement and any subsequent variations as consented to in writing between the School and the Parents. The Parents shall be deemed to have consented to such variations if those variations are:

a) not substantial; or

b) substantial, but the Parents do not exercise their rights within the prescribed period, pursuant to Clause 18.2 of this Agreement.

1.2. "Education Fees" means all sums payable for the education of a Student at the School as outlined in the school fee schedule published by the School from time to time or in the case of the Enrolment Bond as advised by the School from time to time.

1.3. "enrolled" means the period of time in which the Student remains a pupil at the School under this Agreement.

1.4. "Enrolment" means acceptance by the School of a student under the Enrolment Policy and upon execution of this Agreement and payment of the Enrolment Bond.

1.5. "Enrolment Bond" means the interest free bond, the amount of which will be advised by the School from time to time, payable to confirm acceptance of a Student's place at the School.

1.6. "Enrolment Policy" means the Enrolment Policy of the School as amended by the School from time to time.

1.7. "Fee Paying Parents" means both Parents nominated above unless one Parent is nominated above as the 'Fee Paying Parent' in which case only that Parent is the "Fee Paying Parents".

1.8. "Fitra Community School" means Fitra Community School ABN 67 616 832 967, 43 - 45 Westall Road, Clayton South in the State of Victoria 3169.

1.9. "Parents" means the person or persons who:

a) have legal parental responsibility for the Student (including legal guardianship); and

b) are a party to this Agreement.

1.10. "Policies and Procedures" means all policies and procedures, guidelines, rules and regulations of the School as amended by the School from time to time.

1.11. "Principal" means any designated appointee who is for the time being performing the duties or exercising the authority of the Principal of the School.

1.12. "School Fee Policy" means the School Fee Policy of the School as amended by the School from time to time.

1.13. "The School" means Fitra Community School.

1.14. "Tuition Fees" means tuition fees as outlined in the school fees schedule published by the school from time to time to which the School Fee Policy applies.

1.15. "Student" means the Student nominated in this Agreement as enrolled at the School subject to, and in accordance with, the Conditions of Education Enrolment of this Agreement.

2. Period of Enrolment

2.1. The enrolment of the Student commences in the Entry Year and continues until the completion of Year 6 or until the Student's enrolment is otherwise withdrawn or cancelled.

3. Policies & Procedures

3.1. All Policies and Procedures are available on the School website. By entering into this Agreement, the Parents agree that he/she has read and understood, and accept the current Policies and Procedures of the School at the time of enrolment of their child, and as they are varied or added to over time.

3.2. The Parents agree that he/she will comply with and take all reasonable steps to uphold the Policies and Procedures (as introduced, amended and/or added to by the School from time to time) including those concerning or dealing with:

a) the care, safety and welfare of students;

b) standards of dress, grooming and appearance;

c) grievance and complaints;

d) social media and the use of information, communication and technology systems;

e) student behaviour and conduct and discipline of students;

f) parent behaviour and conduct, including any parent code of conduct as may be published from time to time; and

g) privacy.

3.3. The Parents agree that he/she will support the implementation of Policies and Procedures by the School which includes, but not limited to, Policies and Procedures relating to behaviour and discipline, student welfare, child safety and student attendance.

3.4. In the event of a conflict or inconsistency between the Policies and Procedures and this Agreement, the term in the document that allows for the better administration of the School (as determined by the Principal) shall take precedence.

3.5. The Parents agree that the School has absolute discretion in all of its operational and educational matters and offerings, and that the Parents accept and comply with those decisions.

3.6. The Parents will, at all times, conduct themselves in a respectful, supportive and calm manner when dealing with the School staff.

4. Codes of conduct

4.1. The Parents agree that the Student is required to comply with and meet the expected standard of behaviour and conduct as set out in any code of conduct for students as the School may from time to time implement and that any breach of such a code of conduct by the Student may result in disciplinary action by the School including suspension or cancellation of enrolment.

4.2. The Parents agree to be responsible for ensuring that the Student is aware of all policies

and procedures that apply to the Student while attending the School, including those relating to student conduct and behaviour and any code of conduct for students, and to support the School in the implementation of such policies and procedures.

4.3. The Parents agree to comply with any parent code of conduct or other policy implemented by the School from time to time which sets out the School's expectations of Parents who have Students enrolled with the School. The Parents agrees that any breach of such a code of conduct may result in the cancellation of the enrolment of the Student and any sibling.

5. Parents' Responsibilities

5.1. The Parents agree that all persons that have parental and/or legal guardianship responsibility for the Student must sign this Agreement unless one of those persons can demonstrate in writing, either by evidence of a court order or other sufficient documentary evidence, to the satisfaction of the Principal, that he/she has sole legal responsibility for:

a) the education and Enrolment of the Student; and

b) payment of all Education Fees.

5.2. The Parents agree that the School may provide information relating to the Student's education and Enrolment, including but not limited to, report cards, newsletters and information regarding School activities, to all persons who have legal parental responsibility for the Student, whether or not those persons have signed this Agreement, unless documentary evidence stating otherwise, that is to the satisfaction of the Principal, is provided to the School. The School may provide such information to any one of those persons if both Parents provide the same postal address in this Agreement.

5.3. The Parents will take responsibility to ensure the Student and the Parents will uphold the reputation of the School which includes, but is not limited to, the prevention of what the School would deem as inappropriate references or images, whether or not related to the School or members of the School community, being uploaded, distributed or displayed on the internet, social media or other mediums.

5.4. The Parents agree that they will be responsible for any loss, damage or liability incurred by the School arising in connection with any failure by the Student to comply with Policies and Procedures.

5.5. The Parents confirm that they have and undertake to continue to make the disclosures as required by the Enrolment Policy.

6. Fees

6.1. Subject to clause 6.2, the Parents are jointly and severally responsible for payment of all Education Fees associated with the Student's Enrolment and attendance at the School.

6.2. The School and the Parents may agree, in consideration of both Parents affirming all other obligations of the Parents under this Agreement, that only the Parent nominated as the "Fee Paying Parent" on page 1 of this Agreement is responsible for payment of Education Fees.

6.3. The Parents agree that all Education Fees apply for the period of Enrolment of the Student and that period includes any period in which the Student is absent from the School.

6.4. The Fee Paying Parents agree to pay all Education Fees when due, and in full and as notified by the School to the Fee Paying Parents in writing from time to time.

6.5. The Parents acknowledge, and agree to be bound by, all conditions of Enrolment as set out in the Enrolment Policy and all conditions as set out in the School Fee Policy including those conditions which nominate any part of the Education Fees as non-refundable.

6.6. Without limiting clause 13.3 of this Agreement, Parents acknowledge that if they have paid an Enrolment Bond, the Enrolment Bond is only refundable where requested by way of written request within 6 (six) months of a Student's enrolment ceasing and all financial commitments having been settled, all school property having been returned in good working order and in the case of Student's that have started at the School at least one term's advance notice of withdrawal being given. If not claimed within 6 months of a student leaving, the Enrolment Bond will be deemed as a donation to the school. For the avoidance of doubt, the Enrolment Bond is not refundable where a place is offered at the School and the Student then subsequently does not start a the School.

6.7. The Parents agree that the School may set Education Fees annually to reflect inflation, increased capital outlay and other costs incurred in the operation of the School.

7. Discipline

7.1. The Parents agree that the Student is required to comply with all Policies and Procedures that pertain to Students, and that those Policies and Procedures apply to Student conduct whether or not that conduct is:

a) related to School activities or

b) are inside or outside the School campuses.

7.2. The Parents agree that they will actively support all Policies and Procedures that pertain to Student conduct and will support the Student to comply with those Policies and Procedures.

7.3. The Parents acknowledge that the School has absolute discretion to determine when Student conduct warrants disciplinary action to be taken by the School and that the School may apply disciplinary measures that the School deems appropriate in accordance with the Policies and Procedures, and which may include:

a) withdrawal of privileges;

b) detention at such times as the School may deem appropriate;

c) requiring the Student to undertake additional school work during or after normal school hours;

d) suspension;

e) expulsion; and

f) such other consequences as the School considers reasonable and appropriate.

7.4. The Parents agree that serious failure by the Student to comply with the Policies and Procedures may affect the Student's Enrolment at the School, and that as a result, the

Student may be suspended from attending the School, their Enrolment may be terminated and/or the School may charge or retain all or part of the Education Fees for that term.

8. Consent from Parents

The Parents agree that the School may act upon the instruction, direction or authority of either Parent in regard to any issue regarding the Student without obtaining the consent of both Parents unless, and to the satisfaction of the Principal:

a) a written consent to do otherwise is provided by both Parents; or

b) a relevant court order is provided to the School.

9. Consent from Parents in Event of Emergency

9.1. In the event of an emergency, including any medical emergency, pertaining the Student, if the School is unable to contact either Parent, or if The School considers it impractical to do so, the Parents agree that the School may take such action and do such things as the School considers necessary or expedient for the health or welfare of the Student.

9.2. The Parents agree to indemnify the School in respect of any claims, costs or expenses that the School incurs as a result of the School taking any action under to Clause 7.1.

10. Student Activities

10.1. The Parents agree that the Student will participate, to the required levels, in the School activities and programmes.

10.2. Consent to the Student attending and participating in the School excursions will be obtained in accordance with the School's Off-Site Supervision of Student's Policy.

11. Risk

11.1. The Parents agree that the School accepts no liability for loss or damage to Student property.

11.2. The School does not provide insurance for any Student property.

11.3. The Parents agree that it is the Parent's(s') responsibility to take out insurance for Student property if desired by the Parents.

12. Photography and Recordings

12.1. Unless written notice to the contrary is provided to the School, the Parents' consent to the School making, using, distributing and displaying photographic and other recordings of the Student for the usual purposes of the School in:

a) publications;

b) website(s);

c) other online; or

d) printed or other mediums.

12.2. Unless written notice to the contrary is provided to the School, the Parents and the Student agree to the Student being identified (where appropriate) in any material listed in Clause 12.1.

12.3. The Parents and the Student agree that the School owns the copyright in all such material listed in Clause 12.1.

12.4. The Parents and the Student assign and give all consents (including for the purposes of the Privacy Act), permissions and waivers of any rights that the Parents and/or the Student may have in the material listed in Clause 12.1, without any fee payable, to the School.

13. Withdrawal of Student from the School by the Parents

13.1. Written notice from the Parents must be provided to the School if the Parents wish to terminate the Student's Enrolment. The notice must clearly stipulate the proposed last date of the student at the School. In the absence of a Court Order to the contrary, the School will not accept the Student's withdrawal unless both Parents (if applicable) sign the notice.

13.2. Subject to Clause 18.2, the required period of notice of withdrawal is one whole term. If the Student is to be withdrawn at the conclusion of a term, notice must be given no later than 3pm on the Friday of the last week of the preceding Term. If the Student is to be withdrawn part-way through a term, notice must be given no later than noon on the Monday in week one of the preceding term.

13.3. If the Student is withdrawn upon less than the minimum period of notice specified under Clause 13.2, a termination fee of 25% of the Tuition Fee shall be payable by the Fee Paying Parents. The Parents acknowledge and agree that charging of the termination fee is not a penalty for withdrawal without notice but a calculation of genuine economic loss incurred by the School.

13.4. If any portion of the Education Fees (including the termination fee payable under Clause 13.3) remains outstanding when the Student is withdrawn from the School, the Fee Paying Parents will have 7 days to make payment in full or enter into a payment arrangement that is agreed, in writing, by the School.

14. Termination of Student's Enrolment by the School

14.1. The School reserves the right to require the Parents to withdraw the Student from the School or to cancel the Student's enrolment at any time if the School reasonably considers that:

a) the Student's behaviour, attitude or conduct to school work, other school activities or while attending school is considered unsatisfactory;

b) on grounds of the Student's unsatisfactory conduct or performance or for misconduct;

c) the Student fails to obey the Policies and Procedures or any student code of conduct of the School;

d) a mutually beneficial relationship of trust and cooperation between the Parents and the School or any of its staff has broken down to the extent that it adversely impacts on the School, any of its staff or the ability of the School to provide satisfactory educational services to the Student;

e) the Student's progress and performance is such that the Student is not benefiting from the academic courses provided by the School;

f) the behaviour or conduct of the Parents towards the School or to any of its staff breaches any parent code of conduct;

g) if any accounts or fees payable by the Parents are not paid within the School's terms of payment or within the terms of any written agreement between the School and the Parents permitting a later or deferred payment; or

h) circumstances exist whereby the ongoing enrolment of the Student at the School is considered to be untenable or is not in the best interests of the Student or the School.

14.2. The School has the right to refuse to allow the Student to either commence a new term, or to attend during a current term, but without the obligation to cancel the Student's enrolment, while any amounts payable to the School in respect of the Student remain unpaid.

15. Privacy

15.1. The School collects personal information including sensitive information about Students and Parents before and during the course of a Student's Enrolment. The primary purpose of collecting this information is to provide the education services for the Student.

15.2. Some of the information we collect is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care.

15.3. Certain laws governing or relating to the operation of schools require that certain information is collected. These laws include public health and child protection laws.

15.4. Health information about Students is sensitive information within the terms of the National Privacy Principles under the Privacy Act. The School requires Parents to provide medical reports about Students from time to time. The School may assess the Student in order to better understand his or her individual learning needs. Parents will be informed of the results of such assessment.

15.5. The School from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes provision to other schools, government departments, medical practitioners, and people providing services to the School including specialist visiting teachers, sports coaches, volunteers and counsellors.

15.6. The Parents acknowledges that if the School does not obtain the information referred to above, the School may not be able to enrol or continue the Enrolment of the Student.

15.7. Personal information collected from Students is regularly disclosed to Parents. On occasions information such as academic and sporting achievements, pupil activities and other news is published in the School newsletters, magazines and on our website or other mediums.

15.8. Parents may seek access to personal information collected about them and the Student by contacting the Principal. Students may also seek access to personal information about themselves. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the School's duty of care to the Student, or where Students have provided information in confidence.

15.9. From time to time the School engages in fund raising activities. Information received from Parents may be used to make an appeal for fundraising to Parents. The School will not disclose Parents' personal information to third parties for their own marketing purposes without that Parent' consent.

15.10. If Parents provide the School with personal information of others, such as doctors' or emergency contacts, the School encourages Parents to inform those persons:

a) that their personal information is being disclosed, or has been disclosed to the School; and

b) of the reasons for the disclosure; and

c) that they can access that information; and

d) that the School does not usually disclose that information to third parties.

16. Court Orders

16.1. The Parents must provide and disclose to the College on a timely basis any family court or other court orders that apply to or impact on the Student's Enrolment with the School and of which the School should be made aware.

17. Australian Consumer Law

17.1. Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted nu that law.

18. General

18.1. This Agreement constitutes the sole and entire agreement between the Parents and the School in relation to the Enrolment of the Student.

18.2. The Parents acknowledge that the School may from time to time vary the terms of this Agreement. Should the School notify the Parents of a substantial variation and the variation is unacceptable to the Parents, they may give written notice to withdraw the Student, provided this notice is received by the School within 14 days of the Parents' notification of the variation. In this circumstance only, the requirement for one Term's notice of withdrawal under this Agreement is waived.

18.3. Parents acknowledge that a Student's Enrolment at the School and this Agreement may be terminated in event of a material breach of this Agreement or the application of one of the School's Policies and Procedures necessitates or permits such termination.

18.4. Any warranty, representation, guarantee or other term or condition whatsoever that is

not contained in this Agreement is excluded and is of no force or effect.

18.5. The Agreement is governed by the laws of the State of Victoria, Australia.

19. Waiver of Rights

19.1. A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

19.2. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.