

AUSTRALIAN INTERNATIONAL ACADEMY OF EDUCATION



#### **Business Terms and Conditions**

At the Australian International Academy of Education (AIAE or the School) we are committed to providing a holistic education for all students. The AIAE community accepts that fees are a critical form of revenue for the School and that prompt payment of School Fees is the responsibility of all parents/guardians of AIAE's student population. In determining the amount of school fees to be charged, the financial commitment of families in sending their child/ren to AIAE is considered. It is always AIAE's intent to minimise the burden on families and ensure timely communication in relation to 'School Fees'.

The fees and levies collected at AIAE are essential in the educational program for all students and are used for the following purposes:

- provide resources, materials, facilities and equipment
- provide teaching, administrative and ground staff
- maintain buildings, grounds and other facilities
- support the operation of an Early Learning Centre (if inaugurated in the School).

This Business Notice and Fee Schedule aims to:

- outline to families the expectations, responsibilities and arrangements for the collection of School Fees
- support families experiencing changed and difficult financial circumstances to maintain their child/ren's enrolment at the School.

Information about our School Fees is provided in the following ways:

- on the School website with the School fee calculator;
- at prospective student enrolment interviews;
- during Term Four (4), the following year's fees are advised to all enrolled families and new families to AIAE; and
- upon request.

The following fees and levies will apply in respect of students applying, enrolling and attending AIAE. The AIAE Board may vary Tuition Fees and Other Charges from time to time at its sole discretion. Parents/guardians will be notified in advance, on our public website or either electronically or in writing, of any such variation.

#### Student Withdrawal and Transfer

Changing family circumstances will sometimes require that a student transfer to another school or withdraw. One (1) Term's notice must be given in writing to the Head of Campus, of the intention to withdraw a student from the School or One (1) Term's Fees in lieu will be payable immediately, except in cases where the Finance Manager determines that fair notice is given or that fair notice was impractical.

AIAE will publish its Schedule of Fees on an annual basis. It may vary and increase its Tuition Fees, Levies and Other Charges from time to time and in its sole discretion. Parents/guardians will be notified in advance on our public website and/or in writing of any such variation. The Tuition Fees are set as an annual amount, payable in advance by four instalments. The School will not, however, vary such matters retrospectively. Parents/guardians will have the option to agree to the relevant amendments or alternatively withdraw their child(ren).

#### Calculation of Fees in the Case of Early Withdrawal or Late Entry

For students leaving or enrolling throughout the year the following guidelines will apply:

• Regardless of late entry or early withdrawal, students will be invoiced per term.



- Where students have accessed activities, received resources e.g., books and equipment, parents/guardians will need to pay these fees in full.
- The cost of any outstanding resources not returned to the School by withdrawal date will be invoiced and full payment will be required.
- If a student is withdrawn from the School, a minimum of One (1) Term's (equivalent of Eight (8) weeks) notice must be given in writing to the School.

#### Non-Payment of Fees

On rare occasions that parents/guardians fail to pay their account, do not respond to reminder notices and do not contact the School to make alternative payment arrangements, the School is reluctantly forced to consider engaging the services of the School's professional debt collection agency and may instigate legal action. The matter then effectively passes out of the School's control and all negotiations for payment must then be made with the Debt Collection Agency. The parent's/guardian's credit rating may also be affected and listed as a default account with 'Equifax' the largest credit reference agency in Australia.

Any fees incurred by the School in collecting outstanding fees, (including fees for dishonoured cheques or debt collection services) will be passed on to the parent/guardian.

Furthermore, the School may, as per clause 5.11 and 5.16 of the Enrolment Agreement, in its absolute discretion:

- refuse the student's participation in co-curricular activities, events and excursions;
- refuse any new Application for Enrolment for siblings;
- suspend and/or terminate the student's enrolment; and/or
- withdraw any scholarships or concessions while any amount remains outstanding or unpaid to the School in respect of that student or any of his/her siblings.

#### **Fee Concessions**

Concessions to discount Tuition Fees may be available upon application and should be made as early as possible in the billing cycle. Concessions are not available for "Levies" and no further discounts apply in accordance with the exceptions provided. To apply for a concession to Tuition Fees, families may request a CSEF Application Form from the Accounts Retrievable Officer. Applicants are required to provide supporting documents (including wages, Youth Allowance, all other Centrelink and Child Support payments), as well as housing costs (including rent or mortgage/rates) set out in the CSEF Application Form on an annual basis or as requested by the Accounts Retrievable Officer, so that renewal of the agreement can be considered each year.

All concessions are revised annually and will not be automatically rolled forward each year. The granting of concessions is at the sole discretion of the Executive Principal and Finance Manager. Concession-holders are required to enter into a monthly payment plan for direct debit of the agreed instalment. The School may, in its discretion impose additional terms and conditions in relation to any concessions granted.

EXCEPTIONS: Discounts are not available for:

- any partial payment of Annual Tuition Fees;
- sibling discounts i.e., the 5% discount is calculated on the balance of Tuition Fees after the sibling discount is deducted;
- Building, Library or IB Levies;
- any overdue fees or balance carried forward from previous year; or
- for students receiving a scholarship, concession, pay on time discount or any other discounts.



#### Families in Genuine Financial Hardship

For the purpose of determining eligibility for Family Assistance Scheme (FAS), the definition of genuine financial hardship has been determined as:

• A situation where a family is unable because of illness, unemployment or other reasonable cause, to discharge their financial obligations to pay 'School Fees', rather than an unwillingness to do so. Financial hardship can be of limited or long-term duration.

If a family indicates that they are have difficulty with payment during their child(ren's) enrolment, the School will welcome the completion of Family Assistance Scheme (FAS) Application. These are available from the AIAE MSC and CSSC Office.

The FAS Application is means tested and the student's parent/guardian will be required to provide a detailed statement of their financial position. On submission of an application, with the required documented supporting evidence, an appointment will be made with the Finance Manager.

The parent/guardian will be advised of the outcome of the decision. Concessions granted may be subject to an annual review of the parent's/guardian's financial situation, including resubmission of all financial information.

#### **Remote Learning**

School Fees continue to apply to all enrolled students without reduction or offset during any period of remote learning or where a reduced program is agreed. Where a School campus or facility becomes unavailable for any reason, including but not limited to as a consequence of flood, fire and natural disasters, the School may require the student to attend an alternative campus or facility of the School, or participate in online learning. The inability of the School to provide the student with access to any particular campus, facility or service shall not entitle the parents/guardians to any rebate or waiver of School Fees, Charges and Levies or any Other Charges except at the sole discretion of the School.

#### **Privacy and Confidentiality**

AIAE manages personal information provided to or collected by each campus as set out in its Privacy Policy. AIAE is bound by the Australian Privacy Principles (APP) contained in the Commonwealth Privacy Act 1988 (Cth). The School is required to ensure that all personnel involved in School Fee management maintain strict confidentiality and respect for the financial circumstances, dignity and privacy of families at AIAE. Generally, this information is only accessed by the Head of Campus, Accounts Retrievable Officer, Finance and Business Manager. For this reason, all follow up letters or correspondence relating to fees will be mailed to parents/guardians.

#### Joint and Several Liability

When parents/guardians enrol their children at AIAE, they enter into an obligation to pay all Tuition Fees, Levies and Other Charges. They commit to this by signing the Enrolment Agreement. In other words, the parties that have signed the Enrolment Agreement have committed to payment and responsibility for fees in a joint and several arrangements. Put simply, joint and several liability means that each party to the Enrolment Agreement, (i.e., each person who has signed the Enrolment Agreement), is individually responsible for payment of all School Fees, Levies and Other Charges regardless of actual fee payer agreements.

It should be noted that Child Support Agreements and Family Law Court Orders are agreements between parents/guardians and do not impose an obligation on the School in relation to invoicing nor do they negate joint and several liability, therefore Australian International Academy of Education will not act on such documents or orders in relation to School Fees. Australian International Academy of Education will not offer the splitting of fee accounts. It is an expectation that all parties to the Enrolment Agreement organise their own fee payment arrangements.



#### Implementation of the Business Notice

Management of school fees involves parents/guardians:

- Receiving and signing AIAE Enrolment Agreement.
- Receiving or access to AIAE Business Notice & Fees Schedule.
- Invoicing, receipting and fee collection.
- Granting of fee concession for genuine hardship.

This Business Notice and Fee Schedule also applies to information provided in the following documents:

- AIAE's Enrolment Agreement
- AIAE's annual Fee Schedule

#### **Health and Safety**

The School carries insurance cover for School activities including camps, excursions, travel and accidents that may occur on School premises. However, we recommend that parents/guardians take out their own private medical insurance for their child/ren as well as ambulance cover, as not all circumstances may be covered.

#### Who to Contact

All matters of finance, including payment arrangements and concession applications are made by appointment with our Accounts Retrievable Officer.

#### **Governing Law**

This Business Notice and Fee Schedule is governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of or in Victoria and courts of appeal from such courts.

#### **Entire Agreement**

This Business Notice and Fee Schedule, together with the Enrolment Agreement, Notice of Acceptance and Enrolment Policy and any amendments, constitute the entire contractual agreement between the School and the parent/guardian in relation to the subject matter, and supersede any prior agreement, arrangement, understanding, negotiations, representation or warranty.

#### **Provisions Severable**

If any provision of this Business Notice and Fee Schedule is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this policy.

By maintaining your child's enrolment at Australian International Academy of Education, you unconditionally accept and agree to all fees, levies and payment terms and conditions as specified in the Business Notice and Fee Schedule, as amended from time to time.

## aia.vic.edu.au

### Australian International Academy of Education

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