



# Enrolment Agreement

AUSTRALIAN INTERNATIONAL ACADEMY OF EDUCATION



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# Enrolment Agreement

## 1. Enrolment Agreement

- 1.1 This Enrolment Agreement sets out the Terms and Conditions on which an Offer of Enrolment to parents/guardians to enrol a student at Australian International Academy of Education (AIAE or the School) ABN 69 383 721 991 is made.
- 1.2 To accept the School's Offer of Enrolment, each parent/guardian must complete and sign the Notice of Acceptance, return it to the School, and pay the Confirmation of Enrolment Fee required by the applicable Business Notice and Fee Schedule, by the date specified in the Offer of Enrolment letter.
- 1.3 Both parents/guardians must sign the Notice of Acceptance unless Court Orders exist or an exemption from the Finance Manager has been granted which clearly stipulates that only ONE (1) parent/guardian has legal and financial responsibility for the child. If Sole Custody/Parenting Orders or Domestic Violence Orders exist, the parent/guardian must provide a copy of these orders to the School.
- 1.4 In signing the Enrolment Agreement, parents/guardians and the student agree to be bound by the Enrolment Agreement, Business Notice and Fee Schedule, and the School's Policies, Rules and Procedures, which may be amended and reviewed during the period of enrolment at the discretion of the School.
- 1.5 This Enrolment Agreement remains in force for the duration of the student's enrolment, unless otherwise determined, the parents/guardians enrol another student at the School. In that case, the Agreement agreed to in respect of the later enrolment will apply to each of the parents'/guardians' enrolled children.

## 2. Educational Services

- 2.1 AIAE provides the following educational services:
  - 2.1.1 Foundation/Prep – Year 10 under the Australian Curriculum (F – 10) and the International Baccalaureate (IB) Primary Years Program (PYP) and Middle Years Program (MYP).
  - 2.1.2 Senior secondary courses, which are usually provided at Year 11 – 12, including the Victorian Certificate of Education (VCE), and the IB Diploma Program.
- 2.2 The School will provide education for the student during the period of enrolment in accordance with its curriculum framework, mission, vision and values of the School and the Islamic tradition.
- 2.3 Its subject/course offerings, including curricular and co-curricular subject/courses and programs will be determined by the School in its sole discretion and may be varied or withdrawn at any time without prior notice.
- 2.4 The School may temporarily require students to transition to school-based remote/on-line learning arrangements, including learning from home, in circumstances where the School considers it necessary or appropriate to do so. Relevant considerations may include, but are not limited to, concerns about the wellbeing or public safety of any students or staff, a public health order or a declared state of emergency, staffing resources or learning opportunities.
- 2.5 The parent/guardian acknowledges that the School does not guarantee or represent any particular or specific student outcome or level of achievement for the student in relation to any of its educational services.

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## 3. Enrolment

- 3.1 The student's enrolment at the School is subject to and conditional upon:
  - 3.1.1 timely payment of School Fees;
  - 3.1.2 the student's, and where appropriate the parents/guardians, compliance with the School Rules and Policies and continued support and observance of the vision, mission and values of the School.
- 3.2 If the student is the subject of any Court Orders or Child Support Assessments, Orders or Agreements, the parent/guardian must ensure that a full and complete copy of all relevant government and/or Court documents are provided to the School.
- 3.3 All international students must hold a valid visa for the duration of their enrolment at the School, allowing the student to both remain and be educated in Australia.
- 3.4 The student will be enrolled at the Campus stated on the Offer of Enrolment and Notice of Acceptance. Should the parent/guardian wish to transfer the student's enrolment to another Campus, they must make their request in writing and submit it to the Student Registrar at the campus they are enrolled in. The approval of such a request will be at the discretion of the Head of Campus they wish to transfer to.
- 3.5 If the parent/guardian wishes to withdraw a student from the School, they must provide a minimum of ONE (1) Term written notice to the Head of Campus.

## 4. School Policies, Procedures and Codes of Conduct

- 4.1 The parent/guardian must comply with and take all reasonable steps to uphold AIAE policies, procedures and codes of conduct, as introduced or amended from time to time, including but not limited to matters relating to:
  - Islamic ethos, values, vision and mission of the School
  - School name and reputation
  - the care, safety and welfare of students
  - possession, use, distribution or sale of illicit or illegal substances
  - the care for all School buildings, furniture, property and equipment
  - equal opportunity and discrimination
  - uniform, standards of dress, grooming and appearance
  - attendance, punctuality to all classes, activities and School
  - technology and social media use
  - student behaviour, code of conduct and discipline of students
  - academic honesty and academic commitment
  - parent/guardian behaviour and conduct
  - grievance and complaints
  - privacy.
- 4.2 Parents/guardians acknowledge and agree that:
  - 4.2.1 they will be responsible for ensuring that the student is aware of AIAE policies, procedures and codes of conduct that apply to the student, and will actively support the School in the implementation of such policies, procedures and codes of conduct;

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- 4.2.2 the student's enrolment is at the School's absolute discretion;
- 4.2.3 the School reserves the right to lawfully discipline the student, and where appropriate, the parents/guardians, in the event of any behaviour, conduct or action that does not comply with the School policies, procedures or otherwise respect the School's values;
- 4.2.4 the student's enrolment at the School is subject to and conditional upon the student's, and where appropriate, the parents/guardians, continued compliance with School policies, procedures and codes of conduct;
- 4.2.5 the School may, in its absolute discretion, terminate or suspend the student's enrolment at the School upon reasonable grounds, including but not limited to, the Student's and or parents/guardians failure to comply with the School policies, rules and procedures and expected codes of conduct;
- 4.2.6 if the Student's enrolment at the School is terminated or suspended, the School shall be entitled to retain the School Fees paid or incurred for the period up to and including the balance of the term in which the termination or suspension occurred.
- 4.2.7 they have read and understood the Related Documents provided with this Enrolment Agreement, also available from the student office, School website and/or Compass.

## 5. School Fees and Other Charges

- 5.1 AIAE publishes, in advance of each school year the Business Notice and Fee Schedule setting out:
  - 5.1.1 all tuition fees and course levies, and other charges and levies, imposed by the School for that school year (collectively, the School Fees) in relation to a student's enrolment at the School, or in relation to certain activities and programs;
  - 5.1.2 discounts and concessions that may be applicable;
  - 5.1.3 due dates for payment, which may be in advance or arrears; and
  - 5.1.4 other relevant matters, including consequences for non-payment.
- 5.2 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).
- 5.3 The Business Notice and Fee Schedule is not an exhaustive list of all School Fees that apply during the student's enrolment. Additional School Fees (Other Charges), including reimbursements for expenses incurred by or on behalf of the student, may apply from time to time for certain activities and events in which the student participates (e.g. co-curricular activities). Written details of these will be communicated to parents/guardians in advance. Each parent/guardian agrees to be jointly and severally liable for the payment of School Fees and any Other Charges as and when they fall due for payment.
- 5.4 An Offer of Enrolment must be accepted within the period prescribed in the Offer of Enrolment as evidenced by payment of the requested Confirmation of Enrolment Fee.
- 5.5 The student's enrolment is not deemed to be complete or confirmed until such time the School secures payment of the Confirmation of Enrolment Fee and School Fees, ONE (1) term in advance.

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- 5.6 The Confirmation of Enrolment Fee is refundable when and if the student withdraws, provided the parent/guardian gives ONE (1) term notice and no outstanding School Fees exist, otherwise, the amount is used to offset any outstanding School Fees and expenses incurred by the School for not being given notice of intention to withdraw. An Application for a Refund of the Confirmation of Enrolment Fee must be completed within SIX (6) months of withdrawal, otherwise the amount is forfeited to the School.
- 5.7 The Confirmation of Enrolment Fee is also refunded if the School terminates the student's enrolment, or the student completes Year 12, provided no outstanding School Fees exist. An Application for a Refund of the Confirmation of Enrolment Fee must be completed within SIX (6) months of the termination of enrolment, otherwise the amount is forfeited to the School.
- 5.8 If the student is admitted to the School during a billing period, then the School Fees will be charged for the whole term.
- 5.9 Unless otherwise agreed in writing by the Head of Campus and/or Finance Manager, parents/guardians who sign the Notice of Acceptance agree:
  - 5.9.1 to be jointly and severally liable for the payment of all School Fees and Other Charges imposed by the School during the student's enrolment and no separate or split invoices will be issued;
  - 5.9.2 to pay all School Fees and Other Charges imposed by the School by the due dates, and in accordance with the payment terms, set out in the relevant Business Notice and Fee Schedule which apply during the student's enrolment;
  - 5.9.3 to notify the School of any change to their financial circumstances that may affect their ability to meet their obligations under this Enrolment Agreement, including on an ongoing basis;
  - 5.9.4 that the School Fees and Other Charges imposed by the School are payable during any period in which the student is enrolled and absent from the School, except where otherwise stated; and
  - 5.9.5 the parents/guardians agree to pay the School for all reasonable costs and disbursements, including debt recovery and legal professional costs, incurred in recovering School Fees or any Other Charges imposed by the School.
- 5.10 Where possible the School Fees and any Other Charges imposed by the School will be quoted on a GST inclusive basis. If GST becomes payable in respect of any part of any School Fees or any Other Charges imposed by the School, the School may increase those fees, charges and levies at any time.
- 5.11 Should any School Fees or any Other Charges imposed by the School not be paid by the due date and in accordance with the payment terms that apply during the student's enrolment, the School may, in its absolute discretion:
  - 5.11.1 require the parents/guardians to provide to the School information as necessary to allow the School to ascertain their ability to meet their obligations under this Enrolment Agreement;
  - 5.11.2 refuse the student's participation in co-curricular activities, events and excursions;
  - 5.11.3 suspend and/or terminate the student's enrolment;
  - 5.11.4 refuse any new Application for Enrolment of siblings; and/or
  - 5.11.5 commence debt recovery action.



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- 5.12 Requests for Payment Plan for School Fees may be made through the Accounts Receivable Officer. Requests will be determined at the sole discretion of the School.
- 5.13 School Fees or any Other Charges for term Four (4) remain payable for any Year 12 student who elects to receive an unscored Victorian Certificate of Education.
- 5.14 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 determined as necessary by the School.
- 5.15 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.
- 5.16 The School reserves the right to 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.
- 5.17 Whilst at present AIAE does not operate an Early Learning Centre (ELC), should in future it elects to do so, a proportion of funds raised or School Fees collected including from parents/guardians, may be applied towards the conduct of the School's Early Learning Centre.

## 6. Separated Parents/Guardians and Parenting Plans

- 6.1 Existing Family Law Court Orders or Parenting Plans for separated or divorced parents/guardians must be provided to the Head of Campus upon enrolment and again during the enrolment period for any changed circumstances thereby enabling the School to understand any obligations imposed in relation to the information that can be provided to separated parents/guardians, such as School reports, excursion permissions or School photos.
- 6.2 The Head of Campus will determine whether the student's other teachers should be aware of any existing Court Orders or Parenting Plan.
- 6.3 If there is a change in legal guardianship or care for the student during the course of the student's study at AIAE, the parents/guardians will immediately supply the Head of Campus with new or amended Family Court Orders and/or Parenting Plans when and if they come into effect at any time. The School requires copies of relevant orders and plans to ensure that it can continue to meet the student's educational and welfare needs.
- 6.4 Unless the School is supplied with a Court Order which states otherwise, the School will proceed and act on the basis that each of the student's parents/guardians have equal parental rights and responsibilities in relation to the student. If this situation changes, the parents/guardians will immediately advise the School of the change. Parents/guardians indemnify the School against legal liability which may ensue from a misrepresentation under or any breach of this clause by the parents/guardians. Any such changes will have no impact on joint and several liability regarding the parent's/guardian's financial obligations in respect of the enrolment.
- 6.5 Where the student resides with only one parent/guardian or only ONE (1) parent/guardian is to be the only/sole signatory to all applications and agreements, the parent/guardian must provide a copy of the Sole Custody/Parenting Orders and/or Domestic Violence Order or apply in writing to the Finance Manager and/or Head of Campus for an exemption for joint signatories.

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- 6.6 Both parents/guardians, unless Sole Custody/Parental and/or Domestic Violence Orders exist, or an exemption has been granted by AIAE, must sign the Application for Enrolment Form.
- 6.7 Both parents/guardians must sign the Notice of Acceptance attached to the Enrolment Agreement. The only exception is where there are Sole Custody/Parental Orders or Domestic Violence Orders in place or an exemption has been granted by the Finance Manager/Head of Campus. By signing, both parents/guardians agree that they are jointly and severally responsible for all School fees and charges payable as a result of enrolling their child at the School.
- 6.8 Upon separation of the parents/guardians, the original Enrolment Agreement remains binding. However, either parent/guardian may, subject to the required notice provisions, withdraw their support in writing, which terminates the original Enrolment Agreement. In the event of this happening, a new Enrolment Agreement reflecting the change will be required.

## 7. Student Withdrawal and Termination of Enrolment

- 7.1 Parents/guardians are required to give ONE (1) full terms' notice in writing to the Head of Campus of their intention to withdraw the student or pay ONE (1) terms' School Fees in lieu of such notice.
- 7.2 In the event that a child's enrolment is withdrawn prior to commencement of the student, the first school term's fees payable in advance will not be refundable.
- 7.3 The School, at the discretion of the Head of Campus, may terminate a students' enrolment in the following circumstances:
  - 7.3.1 a parent/guardian has breached the School's codes of conduct, policies, procedures, rules, or values;
  - 7.3.2 the student has not complied with the School's codes of conduct, policies, procedures, rules, values, or has breached a direction of the School;
  - 7.3.3 the student does not comply with attendance and punctuality requirements;
  - 7.3.4 the student does not comply with the School Uniform policy and expected standards of dress;
  - 7.3.5 the student's application or attitude to their studies is unsatisfactory;
  - 7.3.6 the School is not satisfied it can meet the needs of the student;
  - 7.3.7 the School is not satisfied that there remains trust and confidence between the School and the parents/guardians;
  - 7.3.8 the safety, health and welfare of other students and staff may be negatively impacted;
  - 7.3.9 the student's effort or behaviour is such that, in the opinion of the Head of Campus, the student is not benefiting from the courses and programs provided by the School;
  - 7.3.10 circumstances exist whereby the ongoing enrolment of the student is considered to be unsustainable or is not in the best interests of the student or the School;
  - 7.3.11 the parents/guardians have not paid the School Fees and Other Charges in accordance with the Business Notice and Fee Schedule; and
  - 7.3.12 the parent/guardian is in breach of this Enrolment Agreement.
- 7.4 The School reserves the right to terminate the enrolment of the student, together with any other child or children of the parents/guardians who are enrolled at the School, if the parents/guardians have not paid in full, by the due date, all amounts required to be paid by them to the School;



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- 7.5 Parents/guardians are liable for and must pay all School Fees and Other Charges up to and including the date of notice of the student's enrolment termination by the School.

## 8. Attendance and Absences

- 8.1 The parent/guardian and student acknowledge and agree that the student must attend and participate in all scheduled classes, co-curricular activities and any other activity reasonably required by the School, which may include requiring the Student's attendance on weekends or outside normal School hours.
- 8.2 It is expected that students will return to School on dates published for commencement after term breaks and public holidays.
- 8.3 Students are not permitted to leave the School at the end of term, until the published closing date, unless permission is obtained from the relevant Head of School.
- 8.4 It is the responsibility of the parent/guardian to advise the School, as soon as practicable, if a student is to be absent for any reason and the estimated length of absence.
- 8.5 No reduction of School Fees and Other Charges will be allowed for absences and periods of extended absences.

## 9. Updating Information and Disclosure

- 9.1 The parent/guardian acknowledges that all documentation provided to the School during the enrolment process must be completed honestly and correctly, and that the parent/guardian must make full disclosure in response to any and all matters and/or questions raised during the enrolment process.
- 9.2 Failure to complete any documentation used during the enrolment process honestly and correctly, or failure to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the School.
- 9.3 The School reserves the right to obtain further information regarding the student. This may include, but is not limited to, further academic information, school reports, information about the student's living arrangements and all medical and other reports regarding the student. The parent/guardian agrees to continue to provide all further information relevant to the student's enrolment on an ongoing basis to the School.
- 9.4 Where, during the course of a child's enrolment, new information becomes available that is material to the child's educational and/or safety and wellbeing needs, it is a condition of the student's continuing enrolment that such information is provided to the School promptly.
- 9.5 Each parent/guardian is responsible for ensuring that they have provided their current and correct details to the School for all forms of communication requested by the School.
- 9.6 Parents/guardians must notify the Head of Campus immediately of any orders made by a court of competent jurisdiction, that the School may have regard to in engaging in any conduct contemplated by this Enrolment Agreement, including all matters relating to the student, contacting parents/guardians, disclosing the student's personal information, or using, publishing or broadcasting images or recordings of the student.
- 9.7 The provision of an inaccurate residential address or failure to provide an updated residential address for the child will also be treated as a breach of the Enrolment Agreement.
- 9.8 Any breach of the terms and conditions of the Enrolment Agreement provision of accurate information that is not rectified upon request by the School may result in a suspension or termination of enrolment.

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## 10. Disclosing Student's Individual Needs

- 10.1 The School is an inclusive school and will comply with its statutory obligations regarding special needs, including in relation to reasonable adjustments. In this Enrolment Agreement, 'individual needs' is defined as any condition, attribute or need that may be relevant to the School providing education to a student or ensuring their welfare, or which may impact upon the education or welfare of others. It includes, but is not limited to, allergies, health conditions, physical or intellectual disabilities, behavioural or learning challenges or difficulties, learning support requirements and needs of a medical, psychological, health or dietary nature. It also includes needs for advanced or accelerated educational programs, for student who are operating at an advanced level.
- 10.2 The parents/guardians must inform the School of all of the student's individual needs either prior to or upon submitting the Notice of Acceptance. Parents/guardians must also immediately inform the School should the student develop or be diagnosed as having individual needs, or should the needs of the student change, while the student is enrolled at the School.
- 10.3 If a parent/guardian fails to fully inform the School of any of the student's individual needs, the School may, in its absolute discretion, refuse to enrol the student or, if the enrolment has already commenced, immediately terminate the enrolment.
- 10.4 When a parent/guardian promptly informs the School of their child's additional needs, or where a child's individual needs develop or change, then the School will discuss those individual needs with the child's parents/guardians as it considers appropriate, and may require further information including medical, behavioural, psychological assessment. The School will then assess whether it has the capacity and resources to provide a safe and fulfilling learning environment for that student, and, if adjustments are required to support the student, the reasonableness of those adjustments.
- 10.5 Furthermore, each parent/guardian consents to the School contacting the student's previous school(s) or kindergarten(s) to obtain any information which the School reasonably considers necessary to assess the student's individual needs.
- 10.6 If the School considers, in its reasonable opinion and subject to its legal obligations, that the School cannot meet the additional/individual needs of the student then:
  - 10.6.1 the School may, in its absolute discretion, refuse to proceed with the enrolment of the student or, if the enrolment has already commenced, may terminate the enrolment of the student without giving notice); and/ or
  - 10.6.2 the student's parents/guardians may choose not to proceed with the enrolment or, if the enrolment has already commenced, may terminate the enrolment of the student without giving notice.

## 11. Amendments to the Enrolment Policy, Enrolment Agreement and Business Notice & Fee Schedule

- 11.1 AIAE reserves the right to amend this Enrolment Agreement, as well as its Enrolment Policy and Business Notice and Fee Schedule from time to time, with immediate effect, where the variation is required in order to comply with changes in the law or other regulatory requirements, or otherwise with reasonable advance notice to the parents/guardians. The enrolment, or continued enrolment, of a student will signify acceptance by the parents/guardians to the amendments.

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## 12. Student Property and Insurance

- 12.1 Students must care for the property of others including the School's buildings, furniture and equipment. Each parent/guardian agrees to be financially responsible for any property damage caused by their child at the School or while participating in School-related activities.
- 12.2 The School does not insure the personal property of a student or their parents/guardians, which is brought to the School or to School-related activities. The parent/guardian agrees it is their responsibility to arrange such insurance as they consider appropriate.
- 12.3 The parent/guardian agrees that the School will not be liable for any loss, damage or theft of any personal property that belongs to the parent/guardian or the student or any property otherwise in their possession, that is brought to School or to any School function or activity, whether or not held on the School's premises or premises occupied by the School.

## 13. Medical and Other Emergencies

- 13.1 The School maintains limited insurance cover in respect of student accidents and injuries. This cover does not include any medical expenses which are subject to any full or partial Medicare rebate, or comprise the Medicare Gap. Parents/guardians are strongly recommended to maintain their own insurance policies for students which provide cover for medical, dental and other costs arising from an accident.
- 13.2 The parent/guardian will be responsible for any costs or charges incurred by the School as a result of any medical or emergency treatment obtained for the Student, including for any transportation to a medical or other emergency facility.
- 13.3 The School will notify the parent/guardian of any injury or illness the student may suffer at the School, requiring extensive treatment or an extended stay in the School sick bay.
- 13.4 In the event of any medical or other emergency arising in respect to the student, should the School consider it impracticable to communicate with the student's parents/guardians, each parent/guardian authorises the School to act as it considers, in its reasonable opinion, to be in the best interests of the student.
- 13.5 This authority exists in addition to any other medical consent provided by parents/guardians to the School.
- 13.6 If, during the period of enrolment, the physical and/or mental health of the student changes at any time, the parent/guardian will notify the School and provide any relevant medical information or reports in a timely manner. The School reserves the right to assess and determine its ability to provide ongoing education to a student in light of this information, and reserves the right to require the parent/guardian to provide the School with further information, or may require the parent/guardian to withdraw the Student for a period of time reasonably required for the Student to undergo medical treatment.

## 14. Publication of Student Work, Images and Photographs

- 14.1 The parents/guardians acknowledge and consent to their child being photographed or recorded at School or while participating in School related activities.
- 14.2 The parents/guardians authorise the School to photograph or record their child, and the parent/guardian, when attending School related activities, and to store, use, publish or broadcast such images or video recordings and his/her name(s) for all School-related purposes, including without limitation classroom displays, student work, team photos, award evenings, School productions, magazines, newspapers and newsletters, exhibitions and official posts on the School website or social media pages, and any websites on which a School event is broadcast or live streamed.

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- 14.3 The parents/guardians acknowledge that even when authorisation is withheld, incidental, internal or unintentional use of images and recordings featuring the student or parent/guardian may still occur from time to time, particularly when a parent/guardian or student attends a photographed or recorded School-related activity or event.

## 15. Privacy Policy: Collection Notice

- 15.1 The School collects and handles personal information as defined by the Privacy Act 1988 (Cth), including Australian Privacy Principles (APP) and in line with its Privacy Policy, a copy of which is available on the School's public website and upon request.
- 15.2 Each parent/guardian is required to read the School's Privacy Policy and refer any queries or concerns they may have to the Privacy Officer or relevant Head of Campus.
- 15.3 Each parent/guardian consents to the collection, use and disclosure of their and the student's personal information in line with the School's Privacy Policy and this Enrolment Agreement.
- 15.4 The School collects and stores personal information, including sensitive information, about students, their parents/guardians and their family members before and during the course of a student's enrolment. The primary purpose of collecting this information is to enable the School to meet its educational and administrative responsibilities.
- 15.5 Some of the information the School collects is also required in order to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care to the student and under applicable legislation such as the Education and Training Reform Act 2006 (Vic).
- 15.6 Health information about students, which includes information about any disability, is sensitive information within the terms of the Australian Privacy Principles (APP) under the Privacy Act 1988 (Cth). The School may ask parents/guardians to provide medical reports about students from time to time and may otherwise collect sensitive information about students and their families.
- 15.7 If any personal information requested by the School is not provided, this may affect the School's ability to enrol a student, respond to enquiries and provide the student with educational and support services.
- 15.8 The School usually discloses personal information to government departments, medical practitioners, specialist teachers, contractors and volunteers, and third-party service providers.
- 15.9 Personal information collected from students may be disclosed to their parents/guardians.
- 15.10 The School may deny a student or parent/guardian access to the student's personal information in certain circumstances, including 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 the student has provided information in confidence that may have serious implications for the safety and wellbeing of the student.
- 15.11 The School will provide school reports concerning the student to both parents/guardians, except where specified otherwise in an order made by a court exercising jurisdiction under the Family Law Act 1975 (Cth) or where the School deems that it is inappropriate to do so, considering the best interests of the student, subject to the School's legal obligations and the terms of any funding arrangement to which the School is party to.
- 15.12 The School may from time to time, engage in fundraising activities. The information received from parents/guardians may be used to make an appeal to parents/guardians for fundraising purposes. It may also be disclosed to organisations that assist in the School's fundraising activities solely for that purpose.

# Enrolment Agreement

## 16. Intellectual Property

- 16.1 Parents/guardians consent to the School using, publishing or otherwise communicating any work as defined in the Copyright Act 1968 (Cth), created by the student during the course of their enrolment at the School for non-commercial purposes, for example, to display around the School or for publication in School communications, including but not limited to on the School's social media platforms.
- 16.2 Where appropriate and reasonable to do so, the School will attribute authorship of the student's intellectual property to that student.
- 16.3 If works are abandoned by the student at the conclusion of their enrolment at the School, the School may dispose of the works.

## 17. Complaints and Grievances

- 17.1 Australian International Academy of Education has procedures and processes in place by which students, parents/guardians and the broader school community can confidently raise concerns in the knowledge that their concerns will be professionally managed in a timely, confidential and appropriate manner. The School is committed to Procedural Fairness in relation to any matter lodged as a complaint.
- 17.2 Parents/guardians confirm they will follow the Complaints and Grievances Policy and Procedures, available on the School website, when they have a complaint or a matter of concern. Complaints can also be lodged anonymously.

## 18. General Matters

- 18.1 The parents/guardians acknowledge that the School may from time to time vary the terms and conditions of this Enrolment Agreement.
- 18.2 The School determines the services that will be provided at the School from time to time in its absolute discretion. The course offerings, curricular and co-curricular offerings may be varied or withdrawn at any time without prior notice, which may include making changes to its curriculum, co-curriculum offerings, teaching methods, manner of teaching, and processes and other services affecting its students.
- 18.3 The parents/guardians acknowledge that the School does not guarantee or represent in providing the services any particular or specific student outcome or level of achievement for the student.
- 18.4 Students are required to participate in all compulsory activities including all classes, excursions, camps, outdoor education activities and in the Islamic life of the school.
- 18.5 The parents/guardians who have signed this Enrolment Agreement shall be jointly and severally bound by these terms and conditions and the obligations imposed on them.
- 18.6 The parents/guardians acknowledge that they have read and understood the School's Business Notice and Fee Schedule and shall be jointly and severally bound by those Business Terms and Conditions and the obligations imposed on them.
- 18.7 Any clause of these terms and conditions that are unenforceable shall be severed and the remaining terms will be unaffected.
- 18.8 This Enrolment Agreement, together with the Enrolment Policy, Notice of Acceptance and the Business Notice and Fee Schedule, constitute the contractual agreement between the School and the parents/guardians in relation to the enrolment of the student, and supersede any prior agreement, arrangement, understanding, negotiations, representation or warranty.



# Enrolment Agreement

- 18.9 A reference to legislation or provision thereof includes any legislation amending, consolidating or replacing the same, and any equivalent provision therein, and also includes any subordinate legislation made under such legislation as in force from time to time.
- 18.10 A reference to School policies, rules, procedures and codes of conduct, including the Enrolment Policy is a reference to those documents as published, amended from time to time, at its absolute discretion.
- 18.11 Nothing in this Enrolment Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by that law.
- 18.12 If in a particular instance, a provision of this Enrolment Agreement, is or becomes illegal or unenforceable, then for that instance only:
- 18.12.1 if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are omitted; and
  - 18.12.2 in any other case, the whole provision is omitted, and the remainder of this Agreement continues in force.
- 18.13 This Enrolment Agreement is governed by and interpreted in accordance with the laws of the State of Victoria, and all parties submit to the exclusive jurisdiction of the courts of Victoria.

## 19. Termination of the Enrolment Agreement

- 19.1 Parents/guardians may choose to end this Enrolment Agreement at any time by giving due notice as outlined in this Enrolment Agreement and Business Notice and Fee Schedule.
- 19.2 Parents/guardians acknowledge that a student's enrolment at the School and this agreement may be terminated in the 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.
- 19.3 This Enrolment Agreement will terminate at the completion of the Student's enrolment with the School or at the completion of year 12, whichever comes first.
- 19.4 The School may terminate this Enrolment Agreement if:
- the School decides at the end of a school year that the School does not wish to continue the Enrolment Agreement for the following school year for any reason;
  - the student's enrolment is terminated due to non-compliance with or breach of student policies;
  - in the sole discretion of the Head of Campus, mutual trust and co-operation between the School, student and the parents/guardians break down;
  - the parents/guardians or student are in breach of this Enrolment Agreement. Non-compliance with the Enrolment Agreement terms and conditions or the School's policies and procedures will be considered a breach.



# Enrolment Agreement

## 20. Definitions

TERM/WORD	DEFINITION
<b>Business Notice and Fee Schedule</b>	Terms and conditions published by the School annually with the Schedule of Fees and Charges, all of which may be varied and amended by the School at its discretion from time to time, including by increasing the fees and charges before the commencement of each school year.
<b>We/Us/Our/The School/AIAE</b>	Australian International Academy of Education operating at FOUR (4) Campuses.
<b>Parent/Guardian</b>	Any person(s) who has legal parental responsibility and wishes to enrol their child(ren) at the School and or who signs an Enrolment Agreement with the School, agreeing to abide by the terms and conditions outlined and be responsible for the payment of fees.
<b>Student</b>	Child wishing to gain a position at the School and named in the Application for Enrolment and Enrolment Agreement.
<b>Related Documents</b>	<p>The following School Policies, Rules and Procedures, which can be found on the School website and/or Compass:</p> <ul style="list-style-type: none"> <li>– Business Notice and Fee Schedule</li> <li>– Enrolment Policy</li> <li>– Child Safe and Wellbeing Policy</li> <li>– Complaints and Grievances Policy and Procedures</li> <li>– Disability Discrimination Policy</li> <li>– Mobile Phone Policy</li> <li>– Parent Code of Conduct Policy</li> <li>– Privacy Policy</li> <li>– Smoking, Vaping and Use of E-Cigarettes Policy</li> <li>– Student Attendance Policy</li> <li>– Student Academic Integrity Policy</li> <li>– Smoking Ban Policy</li> <li>– Student ICT Usage Policy</li> <li>– Student Management and Code of Conduct Policy</li> <li>– Student Promotion Policy</li> <li>– Student Uniform Policy</li> </ul>
<b>School Policies, Rules and Procedures</b>	All the policies and procedures, rules, regulations, guidelines, codes of conduct as introduced or varied by the School from time to time.
<b>School Fees</b>	Fees include all tuition fees, charges, levies, special or other charges as published or advised by the School from time to time and which are payable in relation to the enrolment of the student, including such fees and charges contained in the Business Notice and Fee Schedule published and updated by the School from time to time.



# Notice of Acceptance

\_\_\_\_\_  
NAME OF STUDENT

\_\_\_\_\_  
TERM OF ENTRY

\_\_\_\_\_  
YEAR OF ENTRY

\_\_\_\_\_  
YEAR LEVEL

Please select Campus:  MSC  CSSC  KKCC  CSPC

## Declaration

By signing this Notice of Acceptance, you acknowledge and agree that:

- you have parental responsibility for the Student named above;
- you understand and agree to the terms and conditions of the Enrolment Agreement, Enrolment Policy and the Business Notice and Fee Schedule for the Student named above and any other Student(s) you have enrolled at the School; and
- you will be jointly and severally responsible for fulfilling the obligations of the parent/guardian of the Student named above and any other Student(s) you have enrolled at the School, as set out in the Enrolment Agreement, Enrolment Policy and the Business Notice and Fee Schedule.

**Parents/Guardians – Both parents/guardians must sign, except in special circumstances outlined in clause 1.3.**

**Parent Guardian 1** \_\_\_\_\_  
FULL NAME SIGNATURE DATE

**Parent Guardian 2** \_\_\_\_\_  
FULL NAME SIGNATURE DATE

**ADVANCEMENT  
DETERMINATION  
FAITH**

[aia.vic.edu.au](http://aia.vic.edu.au)

**Australian International Academy of Education**

**AIAE HEAD OFFICE | MELBOURNE SENIOR CAMPUS** | 56 Bakers Road, Coburg North, VIC 3058.  
Phone + (613) 9350 4533 | Email [msc@aia.vic.edu.au](mailto:msc@aia.vic.edu.au)

**KING KHALID COBURG CAMPUS** 653 Sydney Road, Coburg, VIC 3058.  
Phone + (613) 9354 0833 | Email [kkcc@aia.vic.edu.au](mailto:kkcc@aia.vic.edu.au)

**CAROLINE SPRINGS SENIOR CAMPUS** | 183 - 191 Caroline Springs Boulevard, Caroline Springs, VIC 3023.  
Phone + (613) 8372 5446 | Email [cssc@aia.vic.edu.au](mailto:cssc@aia.vic.edu.au)

**CAROLINE SPRINGS PRIMARY CAMPUS** | 5 Stevenson Crescent, Caroline Springs, VIC 3023.  
Phone + (613) 9117 9252 | Email [cspc@aia.vic.edu.au](mailto:cspc@aia.vic.edu.au)