

Terms and Conditions of Enrolment and Tuition



German International School Sydney

(German School Johannes Gutenberg Limited by Guarantee)

33 Myoora Road, Terrey Hills NSW 2084

Phone: +61 2 9485 1900, Fax: +61 2 9485 1999

eMail: info@giss.nsw.edu.au

ABN: 63 003 484 204

CRICOS Provider ID: 02379D

Schweizer Kobras

Lawyers & Notaries

Level 5, 23-25 O'Connell Street

Sydney NSW 2000

Version: January 2011

Definitions

“Agreement” means the contract between the Parents and the School formed pursuant to these terms and conditions.

“Board” means all and each of the members of the Board of the Company as elected from time to time.

“Bus Service” means the bus service offered and organised by the School and excludes public bus services.

“Company” means the registered company German School Johannes Gutenberg Limited by Guarantee, trading as German International School Sydney, ABN 63 003 484 204.

“Completion Date” means the date on which the Student completes:
(i) his or her course of education at the School; or
(ii) the period of education for which he or she has been enrolled, as the case may be.

“Co-student” means any other student for whom the same Parents have completed an Enrolment Form and who attends, has attended or will attend the School at sometime during which the Student also attends the School.

“Enrolment Date” means the date on which the Student commences or should commence tuition if admission is granted under clause 1.

“Enrolment Form” is the form for the enrolment of a student at the School (also called an “Application for Enrolment”).

“Future Fund Charge” is the charge specified in clause 2.1 and 2.2 in an amount determined by the Board from time to time.

“Future Fund Loan” is the interest free loan specified in clauses 2.3 to 2.6 in an amount determined by the Board from time to time.

“Guardians” are the persons so specified in the Enrolment Form and may comprise one person only.

“Local Parents” means Parents who are domiciled in Australia and are either Australian Citizens or Permanent Residents and excludes Parents who are seconded to Australia by their government or private employer on a temporary basis.

“Parents” means the parents or guardians, as the case may be, and may comprise one person only.

“Principal” means the headmaster or headmistress of the School, as the case may be, and includes any person appointed to act in that capacity from time to time.

“Rules” means any by-laws, regulations, rules, policies or codes of conduct set by the Board or person(s) authorised by the Board from time to time.

“School” is the German International School Sydney at 33 Myoora Road, Terrey Hills NSW 2084.

“School Fees” means annual school fees set by the Board from time to time in respect of the Student enrolled at the School

“School Year” runs from the first day of Term 1 to the last day of Term 4.

“Student” is the student so specified in the Enrolment Form.

“Term” means a term in the School Year.

“Withdrawal Date” means the date so specified by the Parents on which the Student is to cease School attendance or the date on which the Board deems the Student to have been withdrawn, as the case may be.

1. Enrolment

- 1.1. The Parents must complete an Enrolment Form for each student to be enrolled at the School.
- 1.2. A student is not enrolled at the School until:
 - 1.2.1. the Application for Enrolment has been approved by the School in writing; and
 - 1.2.2. the Future Fund Charge, Enrolment Fee and any other fees or moneys due in respect of the Student have been paid in accordance with this Agreement; and
 - 1.2.3. the Application for Membership in the Company has been approved by the School.
- 1.3. Where the School approves an Application for Enrolment and the moneys referred to in clause 1.2.2 have been paid, the Student is deemed to be enrolled on the date the Student commenced or should commence tuition, as the case may be.
- 1.4. A student is provisionally enrolled at the School until such time as the School approves or declines an Application for Enrolment and fees under clause 1.2.2. have been paid.
- 1.5. If the School declines an Application for Enrolment:
 - 1.5.1. the Parents must return all materials issued to the Student under clause 7.1 to the School; and
 - 1.5.2. the School must refund the Future Fund Loan to the extent required under clause 2; and
 - 1.5.3. the School must refund any fees paid in respect of the Student except for the Enrolment Fee under clause 3.

2. Future Fund Charge and Future Fund Loan

- 2.1. The Parents must pay the Future Fund Charge in respect of the Student within 4 weeks of the Enrolment Date.
- 2.2. The Future Fund Charge is non-refundable.
- 2.3. Instead of a Future Fund Charge, Local Parents may pay a Future Fund Loan.
- 2.4. The School will hold the Future Fund Loan in escrow until such time as it must be refunded.

- 2.5. Subject to clause 2.6, the School must refund the Future Fund Loan to the Local Parents within 4 weeks of the Withdrawal Date or Completion Date, as the case may be, of the Student in respect of whom the Future Fund Loan had been made.
- 2.6. The Future Fund Loan will not be refunded unless and until:
 - 2.6.1. all outstanding fees or charges, if any, in respect of the Student (or if a Co-student is enrolled, then in respect of all such students) have been paid in full; and
 - 2.6.2. all or any damage to School property caused by the Student or any Co-student has been fully compensated.

The School may, at its discretion, deduct any monies due to it under this clause from the Future Fund Loan and refund the balance.
- 2.7. Overseas students who are not accompanied by their parents are exempt from the Future Fund Charge and Future Fund Loan.

3. Enrolment Fees

- 3.1. The Parents who enrol the Student at the School must pay the Enrolment Fee for processing the Enrolment Form when the form is lodged with the School.
- 3.2. The Enrolment Fee is non-refundable.

4. School Fees

- 4.1. Subject to clause 4.3, the Parents will be charged the School fees set by the Board from time to time in respect of the Student enrolled at the School.
- 4.2. Each of the Parents is individually liable and together for payment of the annual school fee.
- 4.3. If the Parents enrol more than one student and all such students are permanent residents or citizens of Australia, the School will grant a discount of the annual school fee for each additional student enrolled at the School (excluding Preschool courses).
- 4.4. The annual school fee is payable by two instalments per School Year.
- 4.5. Each instalment of the annual school fee must be paid in full on or before:
 - 4.5.1. the first day of the first term of the School Year in the case of the first instalment; and
 - 4.5.2. the first day of the third term of the School Year in the case of the second instalment.
- 4.6. If the Enrolment Date falls in a week during the School Year other than the first two weeks of the first term of that year, then the applicable instalment of the annual school fee is payable on a weekly pro rata basis calculated in accordance with clause 4.7.
- 4.7. For the purpose of clause 4.6, the week in which the Enrolment Date falls will be counted in full towards the period for which the pro rata instalment of the annual school fee is payable.

- 4.8. If a school fee instalment is not paid within 4 weeks of the date on which it is due under clause 4.5, then the Board may, at the Board's sole discretion, exclude the Student from attending the school until all the school fees are paid.
- 4.9. A Student may not be readmitted to the School at the commencement of the next term (being the first, second, third or fourth term of the School Year, as the case may be) if any school fees previously charged for the Student are unpaid.
- 4.10. The Principal must receive written notice of the withdrawal of the Student from the School in accordance with clause 10.
- 4.11. Where adequate notice of withdrawal has been given in accordance with clause 4.10, the School is entitled to a pro rata share of the annual school fee based on the period of attendance up to and including the Withdrawal Date.
- 4.12. For the purpose of clause 4.11, the week in which the withdrawal Date falls will be counted in full towards the period in which the pro rata instalment of the annual school fee is payable.
- 4.13. No remission of school fees either in whole or in part will be made where the Student is absent from the School for any reason whatsoever.

5. Reductions and Exemptions

- 5.1. Where the Parents find it difficult to pay the Future Fund Charge or an instalment of the School Fees by the relevant due date under clause 4.5:
 - 5.1.1. they may apply to the Board for an exemption from or a reduction of, the Future Fund Charge or an instalment of the School Fees, as the case may be; and
 - 5.1.2. the Board may at its discretion allow an exemption or reduction having regard to:
 - 5.1.2.1. The information provided by the Parents to the Board and any other information the Board may be aware of;
 - 5.1.2.2. the financial hardship of the Parents; and/or
 - 5.1.2.3. Exceptional circumstances beyond the control of the Parents.

6. Bus Services

- 6.1. The Student may use any bus services provided by or on behalf of the School in return for the payment of a bus fee.
- 6.2. The bus fee is determined by the Board from time to time.
- 6.3. The bus fee is payable half-yearly in advance.
- 6.4. Each half-yearly payment of the bus fee must be paid in full on or before:
 - 6.4.1. the first day of the first term of the school year in the case of the first instalment; and
 - 6.4.2. the first day of the third term of the school year in the case of the second instalment.

- 6.5. If the Enrolment Date falls in a week during the school year other than the first week of the first term of that year, then the applicable instalment of the bus fee is payable on a pro rata basis calculated in accordance with clause 6.6.
- 6.6. For the purpose of clause 6.5, the week in which the Enrolment Date falls will be counted in full towards the period for which the pro rata instalment of the bus fee is payable.
- 6.7. The parents may terminate or change the Student's use of the bus service at any time on giving adequate notice to the School.
- 6.8. For the purpose of clause 6.7 adequate notice means written notice of termination or change of the Student's use of the bus service received by the Business Manager at least one month before the proposed date of termination or change of use of the bus service.
- 6.9. Where adequate notice of termination of the Student's use of the bus service has been given, the School is entitled to a pro rata share of the bus fee based on the period of use up to and including the date of termination of the use of the bus service.
- 6.10. For the purpose of clause 6.9, the week in which the date of termination of use of the bus service falls will be counted in full towards the period for which the pro rata instalment of the bus fee is payable.
- 6.11. The School reserves the right to alter the bus service in regards to, but not limited to, schedule, routes and pick-up locations at any time on giving reasonable written notice to the Parents.
- 6.12. For the purpose of clause 6.11, where possible reasonable notice means written notice of at least four weeks before the proposed date of change of the bus service. A shorter notice period of one week for changes to the bus service made by the School applies at the start of Terms 1 and 3.
- 6.13. Prior to using the bus service Parents are required to sign the bus policy.
- 6.14. The Principal may suspend the Student from use of the bus service if:
 - 6.14.1. the Principal, in his or her sole discretion, considers the conduct of the Student using the bus service unsatisfactory;
 - 6.14.2. the bus policy or any other rules regarding the use of the bus service have not been complied with by:
 - 6.14.2.1. the Parents; and/or
 - 6.14.2.2. the Student.
- 6.15. The suspension of the Student from use of the bus service does not entitle the Parents to a refund of the whole or part of any bus fees.

7. Materials etc Supplied by School

- 7.1. The School will supply the Student with:
 - 7.1.1. text books and other items; and
 - 7.1.2. working materials,as the School considers appropriate.

- 7.2. The Parents agree to pay for text books and other items supplied under clause 7.1.1 within 4 weeks of an account for them being issued by the School.

8. Activities within the School Curriculum and Extra-Curricular Activities

- 8.1. The School may organise activities within the school curriculum and extra-curricular activities from time to time.
- 8.2. Student participation in activities within the school curriculum is mandatory, however, for younger students and exemption may be granted. For extra-curricular activities outside of normal school hours participation is optional.
- 8.3. The Parents must pay the costs of the Student for activities within the school curriculum.
- 8.4. The Parents must pay the costs of the Student participating in the extra-curricular activities prior to such extra-curricular activities taking place, otherwise the Student may not, at the Board's discretion, be permitted to participate in them.

9. Payments and Interest

- 9.1. Each of the Parents is individually liable and together for payment of all fees and charges under these terms and conditions.
- 9.2. School fees are payable to the School's nominated bank account in Australia without incurring additional bank fees to the School. Other forms of payment (e.g. cheque) might be accepted. The School may charge the additional bank fees incurred by these payment methods or bank fees related to payments from overseas to the Parents. The School may also charge any dishonour fees incurred if a cheque is rejected.
- 9.3. Without limiting any other rights the School may have under these terms and conditions or at general law, where any payment owing to the School is overdue and the School has given the Parents two written notices at least 7 days apart to that effect:
 - 9.3.1. interest will be payable on the outstanding amount at the rate of interest applying to overdrafts at the Commonwealth Bank plus 1 % p.a. calculated on a daily basis as from the due date for payment until the date of receipt by the School; and
 - 9.3.2. the School may withhold any school report issued in respect of the Student until it has received payment of all such fees and interest.

10. Withdrawal by Parents

- 10.1. The Parents may withdraw the Student from the School at any time on giving adequate notice to the School.
- 10.2. For the purpose of clause 10.1, adequate notice means written notice of withdrawal of the Student from the School received by the Principal at least 2 months before the proposed Withdrawal Date.
- 10.3. The Board may at its discretion in cases of extreme hardship allow a reduction in what is considered to be an adequate notice time.

11. Suspension or Temporary Removal

- 11.1. The Principal may suspend the Student from attendance at the School if:
 - 11.1.1. the Principal, in his or her sole discretion, considers the progress of the Student unsatisfactory;
 - 11.1.2. the Principal, in his or her sole discretion, considers the conduct of the Student unsatisfactory;
 - 11.1.3. the Principal, in his or her sole discretion, considers that there is a real danger to the health of a student who has not been vaccinated against a particular disease;
 - 11.1.4. the Enrolment Form (including Health Questionnaire) completed by the Parents does not contain important information requested by the School or contains false or misleading statements; or
 - 11.1.5. any of these Terms and Conditions or any of the Rules has not been complied with by:
 - 11.1.5.1. the Parents; and/or
 - 11.1.5.2. the Student.
- 11.2. The suspension of the Student from the School is not a ground for the remission of the whole or part of any School fees.
- 11.3. The School will inform the Parents in writing about the reasons and the period of the suspension or temporary removal.

12. Removal by School

- 12.1. The School may require the Parents to remove the Student from the School by giving the Parents written notice to that effect if:
 - 12.1.1. the Principal, with the Board's approval, considers the progress of the Student to be highly unsatisfactory; or
 - 12.1.2. the Principal, with the Board's approval, considers the conduct of the Student highly unsatisfactory; or
 - 12.1.3. the Enrolment Form (and Health Questionnaire) completed by the Parents does not contain important information requested by the School or contains false or misleading statements; or
 - 12.1.4. a breach of any of these Terms and Conditions or any of the Rules by the Parents and/or the Student has occurred, and such breach has not been rectified within 4 weeks of a written notice issued by the School requiring rectification.
- 12.2. Where the School requires the removal of the Student under clause 12.1, the Student must leave the School within 4 weeks of the Parents receiving notice under that clause or within such longer time as the Principal, in his or her sole discretion, stipulates.
- 12.3. If the Principal, with the Board's approval, considers that the conduct of the Student is so unsatisfactory that the interests of the School and/or other students would be seriously affected by the Student remaining at the School, the Principal may require the Parents to remove the Student from the School immediately.

- 12.4. The removal of the Student from the School is not a ground for the remission of the whole or part of any School fees.

13. Membership of the Company

- 13.1. Prior to enrolment of the Student under clause 1, at least one of the Parents must become a member of the Company and must maintain membership for the entire period of enrolment of the Student.
- 13.2. The Parent who applies to become a member of the Company must pay a membership and joining fee at the time of lodging his or her application for membership and the annual membership fee on or before 1 January of each subsequent year.
- 13.3. The fees in clause 13.2 are prescribed by the Company in general meeting from time to time.
- 13.4. If the Parents' membership is terminated under the conditions and procedures of Article 12 of the Company's Articles of Association the Parents are required to remove the Student from the School no later than the date when the membership terminates.

14. By-Laws, School Rules, Code of Conduct

The Parents must:

- 14.1. comply with all and any Rules in so far as they apply to them; and
- 14.2. ensure that the Student complies with all and any Rules applying to the Student.

15. Damage to School Property

- 15.1. The Student must not damage any School property, which includes any property on any part of the premises of the School whatsoever.
- 15.2. The Parents are liable for any damage or loss caused to School property by the Student.
- 15.3. If the student damages any property other than School property while under the supervision and/or care of School, its employees, servants or agents, the parents will indemnify the School against any actions, claims, demands, or legal costs, made against the School by a third party in respect of a Student.

16. Insurance

- 16.1. All students enrolled are included in the student accident protection plan taken out by the School.
- 16.2. The School will make copies of the Student Accident Protection Plan available to Parents on request.
- 16.3. Parents may arrange additional insurance for the Student separately from that arranged by the School.
- 16.4. If the Student is involved in an accident to which the Student Accident Protection Plan applies, Parents should lodge an insurance claim with the School.

17. Governing Law

These terms and conditions are governed by the laws of the State of New South Wales.

18. Interpretation

Unless the context otherwise requires:

- 18.1. references to statutes, regulations, by-laws, Rules or codes of conduct are deemed to extend to all statutes, regulations, by-laws, Rules or codes of conduct amending, consolidating or replacing the same.
- 18.2. a reference to a person means a natural person and any body or identity whether incorporated or not and includes a reference to the person's executors, administrators, successors and assigns.
- 18.3. headings are included for ease of reference only.
- 18.4. a reference to a clause is a reference to a clause in these terms and conditions.
- 18.5. words importing the singular number include the plural and vice versa.

19. Changes to Terms and Conditions

- 19.1. The School may change any part of these Terms and Conditions on giving reasonable notice to the Parents.
- 19.2. For the purpose of clause 19.1. reasonable notice means written notice of the changes at least 4 weeks before the changes come into effect.
- 19.3. If the Parents consider any of the notified changes to these Terms and Conditions unacceptable or undesirable, the Parents may terminate the enrolment of the relevant Student or Students, such termination to be effective as and from the date when the changes referred to in clause 19.1 come into effect.
- 19.4. The Parents will receive a refund of the School Fees on a pro-rata basis, if and only if the termination notice under clause 19.3. is received by the School on or before the changes come into effect.