

Enrolment Contract

This enrolment contract is a contract between the School and the parents/guardians of the student enrolled at the school.

Please complete each section of this form in full.

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Email: info@internationalfootballschool.com

Phone: 02 4302 9000

If not already provided, please enclose the following supporting documents with your completed enrolment form:

- Student's birth certificate
- Student's most recent two school reports
- Student's photograph (one recent passport sized photograph)
- Immunisation details (see Confidential Medical Information)

Return this original completed form with supporting documents to:

By hand: Bld 27, The Avenue, Mt Penang Parklands, Kariong, NSW 2250

By post: PO Box 7053, Kariong, NSW, 2250

Does the student have identified gifts/talents or special learning difficulties? Yes/No *(please circle)*

If yes, please give details:
.....
.....

Does your child have any specific medical or health problems? Yes/No *(please circle)*

If yes, please give details:
.....
.....

Does your child speak English as a second language, Yes/No *(please circle)*

If yes, please give details:
.....

Any other comments about your child's history and interests that you would like to share?
(please include details about their footballing/tennis background and or other areas of interest)

.....
.....
.....

What expectations do you have for your child's education at International Football & International Tennis School?

.....
.....
.....

Swimming Ability: *(please tick one)*

- Strong – 50 metres unaided
- Average – 25 metres unaided
- Poor – 10 metres unaided
- Non-swimmer

Authority to photograph, film or record

IFS uses photographs, vision/sound recordings and work samples in teaching and learning materials developed for the school and promotional materials distributed to a wider audience. These may include written work, artwork, individual or group photographs, video, podcasts and video conferences. Please note, only students' first names will be attached to any published work.

IFS cannot reproduce any student images, vision/sound recording or work for public or promotion without parental consent. Please read and complete this form indicating whether you do give permission or do not give permission.

In addition, each year a professional photographic company visits our school to take individual and class photographs. The school supplies all students' names to the company for listing on each class photo.

I do HEREBY AUTHORISE and permit IFS to photograph my child.....
image, vision/voice recording or work to be published.

Primary contact signature: **Date:**

OR

I DO NOT AUTHORISE permission for my child image,
vision/voice recording or work to be published.

Primary contact signature: **Date:**

Family details

Primary contact:

Title:..... Surname: Given names:

Relationship to child: Date of birth:.....

Number and street address:

Suburb: State & postcode:

Mobile number: Home phone number:

Email address:

Occupation: Work number (if applicable)

Identification :

(Driver's License Number/Passport Number etc):

Main language spoken at home:

Highest level of education or equivalent (please circle) Yr 9 / Yr 10 / Yr 11 / Yr 12

Post School Education? (please circle)

Cert I to IV / Diploma Adv. Diploma / Bachelor Degree or Above / No post school education

Secondary contact:

Title:..... Surname: Given names:

Relationship to child: Date of birth:.....

Number and street address:

Suburb: State & postcode:

Mobile number: Home phone number:

Email address:

Occupation: Work number (if applicable)

Identification :

(Driver's License Number/Passport Number etc):

Main language spoken at home:

Highest level of education or equivalent (please circle) Yr 9 / Yr 10 / Yr 11 / Yr 12

Post School Education? (please circle)

Cert I to IV / Diploma Adv. Diploma / Bachelor Degree or Above / No post school education

Living arrangements

Marital Status: Married / DeFacto / Single *Please circle*

Please indicate where the student lives: Both parents in one household / Mother / Father / Shared / Other

Please give further details of other caregiver or person that the student lives with *(include name, address, telephone and email details)*

.....
.....

Confidential Medical Information

This information is intended to assist the school in the case of any medical emergency. All information is held in confidence. Under the Information Privacy Act 2000 and the Health Records Act 2001, schools have a duty to protect the privacy of the individual with regard to their personal and health information. All the personal and health information collected by this form will be kept confidential and only used for the purpose of providing appropriate care of your child. Health information is requested so that staff can properly care for the student and withholding health information that may be required can put the student's health at risk.

Emergency Contacts:

Name of emergency contact 1:

Best contact number(s):

Name of emergency contact 2:

Best contact number(s):

Medicare number (incl. number) :

Private insurance cover fund and number:

.....

Family Doctor name:

Practice name and suburb:

Contact phone number: Email address:

Please tick if your child suffers from any of the following:

- | | | | |
|---------------------------------------|-------------------------------------------|------------------------------------------|-----------------------------------|
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Bed wetting | <input type="checkbox"/> Blackouts | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Dizzy spells | <input type="checkbox"/> Fits of any type | <input type="checkbox"/> Heart condition | <input type="checkbox"/> Migraine |
| <input type="checkbox"/> Sleepwalking | <input type="checkbox"/> Travel sickness | <input type="checkbox"/> Other | |

Please provide details of your child's allergies:

.....

.....

Does your child need an ASCIA action plan for Anaphylaxis or Allergic Reactions? Yes / No

Our reception staff can provide action plans to be completed by your doctor.

Is your child presently taking any medication? Yes / No *(please circle)*

If yes, please provide details including dosage and how often they need to be taken:

.....

.....

All medication must be handed to the teacher-in-charge at the school. All containers must be labelled with your child's name, the dose to be taken and when it should be taken. If it is necessary or appropriate for your child to carry their own medication (i.e. asthma puffers) it must be with the knowledge and approval of both the school and yourself.

ACIR Immunisation Documentation Requirements

Parents/Guardians must provide a copy of one or more of the following documents *(please tick one)*

A **current ACIR Immunisation History Statement** which shows that the child is up to date with their scheduled immunisations

A **current ACIR Immunisation History Form** on which the immunization provider has certified that the child is on a recognized catch-up schedule

An **ACIR Immunisation Exemption – Medical Contraindication Form** which has been certified by an immunisation provider for a child who cannot receive one or more vaccine(s)

An **ACIR Immunisation Exemption – Conscientious Objection Form** which has been certified by an immunisation provider and a parent/guardian.

Student and Parent Technology Agreement Form

You are signing to say that you have read the ICT Student Use Agreement Version 1.1 on our website under Policy Documents.

Student name: _____

Parent/Carer name: _____

Parent/Carer email address: _____

Students and parents/carers must carefully read ICT Student Acceptable Use Agreement prior to signing this form a copy of which can be accessed from the school's website under Parent Resources. Any questions should be addressed to the School via the Principal clarification obtained before the agreement is signed.

Student Agreement

- The School Network services exist to support the curriculum and educational needs of the School community. I will only use this service for curriculum related purposes unless I have been given permission by School staff to do otherwise.
- The School neither permits, nor allows, access to inappropriate sites and material. I will not use the School's Internet to access unacceptable material of any kind.
- I will not break copyright law by copying and/or using another's work; and I will not use another person's work without correctly acknowledging the source.
- I will not knowingly or recklessly:
 - Use the Internet to menace or harass another person; or
 - Use the Internet in such a way that would be offensive to others.
 - Take photographs, video footage, sound clip of students or staff without their permission
- In consideration of others, I will use the Network services and resources efficiently.
- I understand that the School reserves the right to confiscate and to review the contents of any ICT device (such as electronic tablets or notebooks, personal mobile phones, iPads, iPods, MP3 players, computers, USB or other electronic personal devices), suspected of being used inappropriately at School or School events. The School will keep confiscated devices for the duration of any subsequent investigation.
- I agree to give access to the confiscated devices by inputting my password into the device in the presence of a member of the School staff.

I have read the guidelines and expectations set down in the School Information and Communication Technology Acceptable Agreement.

I agree to abide by the expectations as outlined in this Agreement and to use the Internet within the School and outside of School in a responsible manner as stated in this Agreement.

I understand that violation of this Agreement will be treated as a serious offence and may result in the consequences as outlined above.

I understand that this Document works in conjunction with Bring Your Own Devices User Charter for Students in Years 7 -12 and Cyber Bullying Policy and the School's Behaviour Management Guidelines.

I have read and understand my responsibilities regarding the use of the iPad, School resources and the internet.

In signing below, I acknowledge that I understand and agree to the use of the iPad. I understand that failure to comply with the ICT Student Acceptable Use Agreement could result in recall of the iPad/Chromebook and/or loss of access for home use.

Signature of student: _____

date: / /

Agreement by Parent or Guardian

I have read the ICT Student Acceptable Use Agreement and give permission for my son/daughter to access the network, at the School under the conditions stipulated.

I understand that the school will also monitor the use of personal devices brought to school by my child.

I understand that, even though student use of the Internet is monitored, it is not possible for the School to continuously monitor and restrict access to all controversial materials. I therefore will not hold the staff, the Principal or the School responsible for the accuracy or nature of material acquired by my son/daughter from the Internet.

I give permission for my son /daughter to undertake the loan of an iPad/Chromebook if my child is in the High school and use of one of the School's iPad/Chromebook if my child is in the Primary School under the conditions stipulated.

Signature of Parent/Carer: _____

date: / /

Excursions

Excursions form an integral part of the coaching & school curriculum. As such it is important that every student attends. The School will provide sufficient information via email to parents about the nature of each proposed excursion, including;

- A description of the activities to be undertaken and the degree of supervision
- Departure and return times
- Premises to be used
- Travel arrangements
- Clothing and equipment needed
- Selection of students (if places are limited)

Please note, by signing this page, you are informing our staff that you have understood the four points below and consent to the excursion permission.

1) It is expected that all students follow normal school rules while on an excursion. This includes a high standard of conduct in public and to follow all teacher instructions. I have discussed with my child the responsible behaviour expected while attending all excursions.

2) I understand that students may travel based on need, in either school organised transport e.g. buses, trains or via staff or approved volunteer's vehicles.

3) I understand that in the event of my child's serious misbehaviour during the excursion, he/she may be sent home. I further understand that in such circumstances I will be informed and that any costs associated with his/her return will be my responsibility.

4) The signature(s) on this 'Student Enrolment Form' provides consent for all excursions undertaken as part of the school program. It gives permission for the student to attend all school excursions.

Primary contact signature: Date:

School Bus Behavior Contract

This is a contract of agreement between the Parents/Guardians, Students and School.

Bus drivers, students, parents, and the school all share the responsibility for bus safety, following all bus rules, and behaving in a responsible manner while riding the bus. Riding the school bus is a privilege. If students behave appropriately, they will be permitted to ride the bus.

I agree to ride the bus safely.

- Stay seated (with your back to the back of the seat, facing forward)
- Wear a seat belt if available
- Talking softly; especially at bus stops
- Not throw items out of the bus window

I agree to follow all bus rules.

- Sit where I have been directed to sit by the bus driver, the school or my parent.
- Keep hands and feet to myself
- Respect bus property
- Respect personal property at bus stops and on bus
- I will not eat or drink on the bus

I agree to treat the bus, the driver, and all the passengers with respect

- Obey directions from my bus driver
- Talk kindly to others
- No inappropriate language
- No inappropriate conversations
- Not touch property that doesn't belong to me

I understand that when traveling on the school bus I am representing myself, my family and my school to the general public and therefore I will not behave in a way that jeopardises the reputation of any of the above parties.

If I choose not to follow this contract, I understand that I may be suspended from the bus immediately and I must arrange my own transportation to and from school.

Student's Name:

Bus Stop Location:

Which bus would you like to catch? *(please circle one)*

The Entrance / Newcastle

Student's signature:

Date:

Primary contact signature:

Date:

Terms and conditions of trade

Please read through these terms and conditions of trade carefully. Both primary and secondary contacts are required to sign. **The signatures must be witnessed.**

1. Definitions

- 1.1 "School" means International Football School Limited, its successors and assigns or any person acting on behalf of and with the authority of International Football School Limited.
- 1.2 "Parent" shall mean the Parent (or Legal Guardian) of any Student of the School, or any person/s acting on behalf of and with the authority of the Parent, requesting the School to provide the Services as specified in any invoice, application, enrolment form, etc. If there more than one person requesting enrolment with the School, it is a reference to each person jointly and severally.
- 1.3 "Student" shall mean the individual currently enrolled, or applying for enrolment, with the School.
- 1.4 "Materials" means any goods (including, but not limited to, iPad/laptops and textbooks) supplied on loan to the Student.
- 1.5 "Fees" means the Fees payable as agreed between the School and the Parent in accordance with clause 4 of this agreement.

2. Acceptance

- 2.1 The Parent acknowledges that the School will not hold any enrolment place indefinitely, and that if an offer of enrolment made to the Parent must be acknowledged within thirty (30) days. Failure to comply with this clause may mean the enrolment position may be offered to another party.
- 2.2 The Parent is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Parent makes an application to enrol the Student with the School.
- 2.3 These terms and conditions may only be amended with the School's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Parent and the School.
- 2.4 None of the School's staff are authorised to make any representations, statements, conditions or agreements not expressed by the School's management in writing, nor is the School bound by any such unauthorised statements.

3. Parents' Obligations

- 3.1 The Parent shall notify the School immediately should there be any change in

circumstances from the details as outlined in the Enrolment Form, including (but not limited to) medical history of the Student, or the living arrangements of the Student and/or Parent. The Parent shall be liable for any loss incurred by the School as a result of the Parent's failure to comply with this clause.

The Parent must inform the School of any medical, physiological or learning issues that the Student has that may interfere with their ability to participate fully at the School, and to forward to the School any reports or information from other professionals that may help the School in supporting the Student. The School may suggest at times that the Parent seek external support and the Parent agrees to consider this suggestion at their own cost.

3.3 The Parent:

- (a) agrees:
- (i) to abide by the School's policies, guidelines and rules. These policies, guidelines and rules cover areas such as appropriate behaviour, conduct within and outside the School's premises, and are subject to change without notice. These policies, guidelines and rules have been decided upon by the School's Board of Directors, and it is the Principal who will publish updates at their discretion;
- (ii) to support the School's ethos and agree to work with the School to support the Student in working towards the School's aims and aspirations;
- (iii) to first discuss any concerns with the School and agree not to undermine the School's authority over the Student;
- (iv) that the School may discipline the Student for any breach of the School's policies, rules or guidelines. The Principal and/or staff may at their discretion enforce the disciplinary process which may include suspension or expulsion. The Student will be afforded procedural fairness in all instances, including the right to be heard. If the Board of Directors, the Principal or Director of Sport feels that the relationship between the School and the Parent has deteriorated to a point where the relationship is untenable, the School may require the removal of the Student. No refund of Fees will apply.
- (v) that the School has a responsibility to

provide a safe environment for the Student. The Parent gives permission to this end that the School has the right to search the Student's property (which may include their school bag, electronic devices and other personal property the Student may have brought onto the School's premises).

- (vi) to pay all Fees due to the School on or before their due date as per the Fees Schedule at the time of enrolment. The Parent acknowledges that the Fees Schedule may be changed at times, and one (1) terms notice will be given in regards to these changes. A current copy of the Fees Schedule can be found on the School's website.

- 3.4 The Parent understands that the School's intention is to facilitate in the academic and sport development and progress of the Student. To this end, the Parent agrees that if the Principal, at their discretion, believes that the Student has failed to progress satisfactorily, that the Parent may be asked to remove the Student from the School.

3.5 In the event the Parent needs to contact the Student during the Schools hours, the Parent will contact/go to the School's office to seek permission to remove them.

4. Fees and Payment

4.1 At the School's sole discretion, the Fees shall be the School's current Fees as at the date of enrolment according to the School's current Fees Schedule, accessible via the School's website or information pack.

4.2 At the School's sole discretion:

- (a) an entrance fee of one thousand six hundred dollars (\$1,600.00) shall be required after the student has been accepted via a successful Trial Day, following the application is accepted by, and prior to entry to, the School.
- 4.3 Time for payment of the Fees (being of the essence), will be payable by the Parent on the date/s determined by the School, which may be:
- (a) annually, prior to commencement of the school year on invoice;
- (b) per term, payable quarterly on 5th January, 5th April, 5th July and 5th October via the School's direct debit supplier which is prior to the start of each term;
- (c) weekly installments via the School's direct debit supplier which is prior to the start of

each term; Weekly installment commence on 5th January (or thereabouts) each school year and operate for 50 weeks.

- (d) the date specified on any fees payment agreement that being direct debit for term or weekly fees payment option or on invoice for the annual fees option, or other form as being the date for payment;

- (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Parent by the School.

4.4 Payment may be made by direct debit for term or weekly payment plans options via bank account or credit card (visa or mastercard only). Payment on invoice for the annual fees option can be via electronic/on-line banking, credit card, or by any other method as agreed to between the Parent and the School.

4.5 Unless otherwise stated the Fees does not include GST. In addition to the Fees the Parent must pay to the School an amount equal to any GST the School must pay for in relation to the Fees under this or any other agreement. The Parent must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Parent pays the Fees. In addition the Parent must pay any other taxes and duties that may be applicable in addition to the Fees except where they are expressly included in the Fees.

4.6 The Parent shall not be eligible for any refunds or discounts if the Student is sick, is absent for unexplained reasons, is on extended leave or has been suspended.

4.7 In the event of the Student's expulsion, dismissal or voluntary withdrawal, the School shall not be obligated to refund Fees paid, and the Student shall be liable for the payment of any outstanding Fees for the remaining current term.

4.8 Continual or habitual lateness in payment of Fees could jeopardise the Student's place at the School.

5. Attendance and Punctuality

5.1 Attendance of all classes is compulsory unless the Student is genuinely ill or otherwise indisposed due to a major trauma or event such as the death of a close family member. Written evidence of the illness or event, such as a doctor's certificate or funeral notice, must be provided to the School office on the Student's return, and the Student shall not be asked or reminded to provide such. The Principal may, at their sole discretion, disregard the validity of the written evidence provided by the Student. The failure of the Student to provide satisfactory written evidence will automatically result in the absence being recorded as unexplained.

5.2 The School shall, at their sole discretion,

issue a formal written warning where the Student has acquired numerous unexplained absences in any one term. Any excessive unexplained absences in the same term shall result in the Student's immediate expulsion from the course.

Absences and Illness

6.1 It is the responsibility of the Parent to advise the School (in writing or via electronic means) if the Student is to be absent as soon as possible, and the estimated length of absence. Extended leave will require confirmation with the Principal prior to the extended absence.

6.2 The Student will not be able to attend the School for any period of time during which:

(a) the Student is suffering from a disease or condition which is contagious through normal social contact; or

(b) a medical practitioner has recommended the Student not attend; or

(c) the Principal of the School requests that the sick Student be kept away from the School because the Student requires care which the School staff resources do not permit.

Emergency Contacts

7.1 The Parent must provide the School with the names and addresses of two responsible persons over the age of eighteen (18) who can collect the Student in case of an emergency or illness. When contacted by the School's staff, the Parent (or a responsible person authorised by the Parent) must go immediately to the School to collect the sick or injured Student.

Accident or Emergency

8.1 All injuries, accidents and near misses must be reported to the School, and recorded in the accident and injury log book. All incidents will be investigated, and action taken to prevent their re-occurrence. A first aid box and manual will be available for use by the Student. Any action by the Student that jeopardises the health, safety or welfare of others may result in expulsion.

8.2 Whilst every reasonable effort shall be made by the School to contact the Parent in the event of an accident or emergency, the Parent hereby gives authority to the Principal or their delegate to, on behalf of the Parent, authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the School's doctor, any attending doctor, ambulance officer, police or State Government Officer.

8.3 The Parent will be responsible for any costs incurred as a result of transportation or treatment.

Medication

9.1 The Parent agrees to the School's staff administering one (1) dosage of paracetamol

in the event the Student has a temperature of over thirty-eight and a half degrees (38.5°C).

9.2 Where the Student requires the administration of medication, the Parent will:

(a) complete the appropriate form at the School; and

(b) provide the correct medication in its original container; and

(c) provide written instructions from a medical practitioner for the administration of non-prescription medication; and

(d) provide the School's staff with the name and contact phone number of the Student's doctor.

9.3 The School staff are authorised to administer medication only in accordance with the Parents written authority, and in doing so are to be regarded as acting as the Parent's agent. The School Staff are not liable for any allergic reaction or injury caused to the Student by the administration of the medication in accordance with the Parent's written authority. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by the Parent.

10. Meals

10.1 The Parent gives permission for the School to provide the Student nutritional meals, and acknowledges that if the Student rejects the provided meal, the Centre shall not be responsible for the daily nutritional needs of the Student.

10.2 The Parent acknowledges that:

(a) the School will provide the Student with nutritional meals, and shall not be responsible for the daily nutritional needs of the Student where the provided meal(s) is rejected;

(b) any special dietary requirements of the Student must be advised to the School in advance. The School will use all reasonable endeavours to accommodate such requirements and, where this is not possible, inform the Parent of the same;

(c) some foods may cause an allergic reaction in certain people due to intolerance of some ingredients. If the Student has any known allergies, or is intolerant of any food, it is the Parent's responsibility to report this to the School upon enrolment, and certainly before consuming any food prepared by the School. The School shall not be liable where the Parent, or the Student, have failed to notify the School of an allergy or food intolerance and becomes ill as a result of eating foods which they are allergic or intolerant to. Furthermore, and irrespective of any notification provided to the School of any food allergies or intolerances, it remains the Parent's, and/or the Student's, decision as to whether or not to consume any particular food items, and do so at their own risk.

11. Extra-curricular Activities

- 11.1 The School may, at their sole discretion, determine the compulsory nature of activities at the School. Activities such as camps, excursions, performances and other activities are compulsory and the Parent agrees to support the School in ensuring the Student participates in these events; this may mean at times that the Student will be required to attend events on weekends or on week nights.

12. Personal Property

- 12.1 The Parent acknowledges that any personal property (including, but not limited to, laptops, mobile phones, electronic devices) brought on the premises by the Student is done at their sole risk, and the School accepts no responsibility for any loss, theft or damage to the personal property.

13. Materials

- 13.1 The Materials is and will at all times remain the absolute property of the School (and the Parent must return the Materials to the School upon request to do so), nonetheless, all risk for the Material passes to the Parent on delivery.

- 13.2 The Parent accepts full responsibility for the safekeeping of the Materials and indemnifies the School for all loss, theft, or damage to the Materials howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Parent.

- 13.3 The Parent will insure, or self-insure, the School's interest in the Materials against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks. The Parent will not use the Materials nor permit it to be used in such a manner as would permit an insurer to decline any claim.

- 13.4 If the Parent fails to return the Materials to the School as is required under this agreement or when requested to do so, then the School or the School's agent may (as the invitee of the Parent) enter upon and into any land and premises owned, occupied or used by the Parent, or any premises where the Materials is situated and take possession of the Materials, without being responsible for any damage thereby caused. Any costs incurred by the School as a result of the School so repossessing the Materials shall be charged to the Parent.

- 13.5 The Parent is not authorised to pledge the School's credit for repairs to the Materials or to create a lien over the Materials in respect of any repairs.

14. Quality Assurance

- 14.1 Unless expressly requested otherwise in writing, the Parent permits the School to use appropriate images or video footage of

the Student on the school website or other publications, in either printed or electronic form for quality assurance, promotional or marketing purposes and for the purpose of school observations and local, state and national newspaper stories. The School will not intentionally identify the Student (by the publishing of their full name) in publicly available forums.

15. Withdrawal or Termination of Enrolment

- 15.1 Notification of withdrawal of enrolment from the School must be made in writing with at least one (1) full term's advance notice. If less than one (1) terms notice is given, the Parent will be liable for a minimum of one Term's Full Fees .

- 15.2 The School may cancel these terms and conditions or terminate the Student's enrolment at any time by giving written notice to the Parent. The School shall not be liable for any loss (including, but not limited to, loss of income) arising from such termination.

16. Notification of Abuse

- 16.1 Under the Children and Young Persons (Care and Protection) Act 1998, reporting physical or sexual abuse, or suspected physical or sexual abuse, is mandatory for all staff members; and as such are obliged to report any suspected incidents to the licensing body. The School has no obligation to inform the Parent that a report has been made.

17. Court Action

- 17.1 Should the Student be the subject of any court action, particularly custody or access issues, being heard before the Family Law Court, the School shall not allow staff to issue statements or provide reports regarding the Student, except where instructed to do so by the Court itself.

18. Intellectual Property

Where the School has designed, drawn, written, or created educational systems, techniques and curriculum in relation to the Student, then the copyright in those designs, drawings, documents, systems, techniques and curriculum shall remain vested in the School, and shall only be used by the Parent at the School's discretion.

19. Complaints and Grievance Procedure

The School is committed to the early resolution of complaints and grievances. The Parent shall be entitled to report any concern they may have in relation to any matters of safety, care or quality of education, or where the Parent wishes to make a suggestion. These shall be addressed with the Director of the Centre, where in most incidences the issue can be rectified. For continued complaints or escalations parents can follow the complaints and grievance process as described on the school's website.

20. Disciplinary Procedures

The Student is required to display a high level of personal responsibility for their learning process, and for their interaction with other students and staff members.

Where the Student displays inappropriate or dangerous behaviour (including, but not limited to, disruptive behaviour in class, refusal to adhere to occupational health and safety procedures, and irregular attendance), the Parent and Student shall be required to attend a disciplinary meeting with the School to discuss the necessary changes the Student needs to make. The participants of the meeting will negotiate an agreed plan of action and time scale for reviewing the necessary behaviour changes. If the agreed changes are not implemented by the Student, the School may (at their sole discretion) suspend and/or expel the Student.

21. Default and Consequences of Default

- 21.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the School's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

- 21.2 If the Parent owes the School any money the Parent shall indemnify the School from and against all costs and disbursements incurred by the School in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the School's collection agency costs, and bank dishonour fees).

- 21.3 Without prejudice to any other remedies the School may have, if at any time the Parent is in breach of any obligation (including those relating to payment) under these terms and conditions the School may suspend or terminate the enrolment of Student at the School. The School will not be liable to the Parent for any loss or damage the Parent suffers because the School has exercised its rights under this clause.

- 21.4 Without prejudice to the School's other remedies at law the School shall be entitled to cancel all or any part of any order of the Parent which remains unfulfilled and all amounts owing to the School shall, whether or not due for payment, become immediately payable if:

any money payable to the School becomes overdue, or in the School's opinion the Parent will be unable to make a payment when it falls due;

the Parent becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of

- its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Parent or any asset of the Parent.
- 22. Privacy Act 1988**
- 22.1 The Parent agrees for the School to obtain from a credit reporting agency a credit report containing personal credit information about the Parent in relation to credit provided by the School.
- 22.2 The Parent agrees that the School may exchange information about the Parent with those credit providers either named as trade referees by the Parent or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Parent; and/or
- (b) to notify other credit providers of a default by the Parent; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Parent is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Parent.
- (e) The Parent understands that the information exchanged can include anything about the Parent's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 22.3 The Parent consents to the School being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 22.4 The Parent agrees that personal credit information provided may be used and retained by the School for the following purposes (and for other purposes as shall be agreed between the Parent and School or required by law from time to time):
- (a) the provision of educational services; and/or
- (b) the marketing of educational services by the School, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Parent's credit, payment and/or status in relation to the provision of educational services; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Parent; and/or
- (e) enabling the daily operation of Parent's account and/or the collection of amounts outstanding in the Parent's account in relation to the enrolment of the Student with the School.
- 22.5 The School may give information about the Parent to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Parent;
- (a) allow the credit reporting agency to create or maintain a credit information file containing information about the Parent.
- 22.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Parent's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Parent's application for credit or commercial credit and the amount requested;
- (c) advice that the School is a current credit provider to the Parent;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Parent's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of the School, the Parent has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Parent's credit obligations);
- (g) advice that cheques drawn by the Parent one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Parent by the School has been paid or otherwise discharged.
- 23. Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")**
- 23.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 24. Personal Property Securities Act 2009 ("PPSA")**
- 24.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 24.2 Upon assenting to these terms and conditions in writing the Parent acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all
- Materials that have previously been supplied and that will be supplied in the future by the School to the Parent.
- 24.3 The Parent undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the School may reasonably require to;
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 24.3(a)(i) or 24.3(a)(ii);
- (b) indemnify, and upon demand reimburse, the School for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the School;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials in favour of a third party without the prior written consent of the School.
- The School and the Parent agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- The Parent waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- The Parent waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- Unless otherwise agreed to in writing by the School, the Parent waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 24.8 The Parent must unconditionally ratify any actions taken by the School under clauses 24.3 to 24.5.
- 24.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 25. Security and Charge**
- 25.1 In consideration of the School accepting the enrolment of the Student, the Parent charges all of its rights, title and interest

(whether joint or several) in any land, realty or other assets capable of being charged, owned by the Parent either now or in the future, to secure the performance by the Parent of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

25.2 The Parent indemnifies the School from and against all the School's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the School's rights under this clause.

25.3 The Parent irrevocably appoints the School and each director of the School as the Parent's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 25 including, but not limited to, signing any document on the Parent's behalf.

26. General

26.1 The failure by the School to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the School's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

26.2 These terms and conditions and any contract

to which they apply shall be governed by the laws of New South Wales, the state in which the School has its principal place of business, and are subject to the jurisdiction of the Gosford Court in that state.

26.3 The School shall be under no liability whatsoever to the Parent for any indirect and/or consequential loss and/or expense (including loss of income) suffered by the Parent arising out of a breach by the School of these terms and conditions (alternatively the School's liability shall be limited to damages which under no circumstances shall exceed the annual Fees).

26.4 The Parent shall not be entitled to set off against, or deduct from the Fees, any sums owed or claimed to be owed to the Parent by the School nor to withhold payment of any invoice because part of that invoice is in dispute.

26.5 The School may license or sub-contract all or any part of its rights and obligations without the Parent's consent.

26.6 The School may change these terms and conditions from time to time. Any changes made shall be given to the Parent with at least one (1) terms notice and that the new conditions will be established at the beginning of the new academic term.

26.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire,

flood, storm or other event beyond the reasonable control of either party.

26.8 The Parent warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

I certify that the above information is true and correct. I have read and understand the **TERMS AND CONDITIONS** (overleaf or attached) of International Football School Limited which form part of, and are intended to be read in conjunction with this **Enrolment Acceptance Form** and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

Guarantee

If I execute this agreement as the person responsible for payment on behalf of the Parent, I guarantee the due and punctual payment of all monies payable under this agreement. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the School by the Parent and all obligations herein have been fully paid satisfied and performed

Primary contact: Surname: Given names:

Relationship to child: Date of Birth:

Signed: **Date:**

Secondary contact: Surname: Given names:

Relationship to child: Date of Birth:

Signed: **Date:**

Witness: Surname: Given names:

Signed: **Date:**

Identification (Driver's Licence)..... Date of Birth:

Enrolment Officer

Name:.....

Signed: **Date:**