Application Form

and

Contract of Enrolment

International Students

For Primary Studies (Foundation to Year 6)

1. Applicants are required to answer all questions in English in the spaces provided.

2. Please complete this Contract of Enrolment and then forward it to Our Lady Help of Christians Primary School, together with a non-refundable payment of AUD$300.

3. This Contract of Enrolment only comes into operation if the School offers the student a place and the family accepts that offer.

4. Please enclose copies of the student's most recent school reports (from the last 2 years).

5. By signing this Contract, applicants acknowledge that they have read and understood the school's "Protecting your Privacy Standard Collection Statement" brochure and consent to the collection, use and disclosure of their information for the purpose listed in that brochure.
**OUR LADY HELP OF CHRISTIANS PRIMARY SCHOOL**

Primary Years – F to Year 6

CRICOS Code No: 03073C
Melbourne Australia

A Catholic Co-Educational Primary School – Foundation to Year 6

Name (Block Letters)

<table>
<thead>
<tr>
<th>Family Name</th>
<th>Given Name(s)</th>
<th>Preferred Name (if any)</th>
</tr>
</thead>
</table>

Year applying for: ______ Year Level: ______ Date of this application: ________________

<table>
<thead>
<tr>
<th>Country of Birth</th>
<th>Citizenship</th>
<th>Passport No</th>
</tr>
</thead>
</table>

Gender: Male/Female

<table>
<thead>
<tr>
<th>Date of Birth</th>
<th>Day</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
</table>

Religion

Current/Last School attended (Name)

Address of School

Year ______ Highest Academic Level Completed

Please attach copies of:

- Passport / Visa / Australian Date of Entry Stamp
- Immunisation Certificate
- Baptismal Certificate *(if applicant is Catholic)*

### Parents’ Particulars

<table>
<thead>
<tr>
<th>Father</th>
<th>Mother</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Home Address</td>
<td></td>
</tr>
<tr>
<td>Home Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Occupation</td>
<td></td>
</tr>
<tr>
<td>Business Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Facsimile No.</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

### Guardian’s Particulars (in Australia; if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Address</td>
<td></td>
</tr>
<tr>
<td>Home Telephone No.</td>
<td></td>
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<tr>
<td>Occupation</td>
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<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>
Contract of enrolment with International Students
Primary Years – F to Year 6

Application for enrolment and enrolment
1. As the custodial parent of ____________________, I apply to enrol him or her at Our Lady
   Help of Christians Primary School for a period of ___________. If the student receives a place at
   the school, his or her enrolment will be in accordance with this contract.

Fee payable on application for enrolment
2. I will immediately pay an application fee of AUD $300.00 to Our Lady Help of Christians Primary School.
   This fee is not refundable.

Annual fee payable on accepting place at the school
3. If Our Lady Help of Christians Primary School offers the student a place and I accept that offer, I will pay the
   school an annual fee of AUD $8000.00. This fee will be paid by bank draft/credit card made out to Our
   Lady Help Of Christians School.
   3.1 This fee is payable annually at the beginning of enrolment - $8000 per annum
   3.2 This fee can be paid by semester (normally 20 weeks) - $4000 per semester
   3.3 Or it can be paid Term by Term (normally 10 weeks) - $2000 per term
   3.4 Or in another schedule as negotiated with the Principal prior to enrolment

   There will be no other fee payable by the applicant as the $8000 will include Swimming Fee, School Camp
   and Stationary and Curriculum Levy.

Refund of certain fees if student refused entry into Australia / Student Withdrawal
4. Our Lady Help Of Christians Primary School will refund all payments, other than the Application Fee ($300), in
   the case of emergencies such as illness resulting in the student being unable to travel to Australia to undertake
   studies at the school, or where a visa has not been granted. In all other instances, refund levels will be as
   follows:

   **REFUND LEVELS**

<table>
<thead>
<tr>
<th>Period of time student at school</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 terms</td>
<td>Application Fee not refunded - $300</td>
</tr>
<tr>
<td></td>
<td>Pro-rata balance of fees - Refund $2000</td>
</tr>
<tr>
<td>Completed 3 terms but less than 1 year</td>
<td>Application Fee not refunded - $300</td>
</tr>
<tr>
<td></td>
<td>Pro-rata balance of fees - Refund $1000</td>
</tr>
<tr>
<td>Completed 1 year or more</td>
<td>Application Fee not refunded - $300</td>
</tr>
<tr>
<td></td>
<td>Pro-rata balance of fees - Refund of any fees that may have been paid for the following year/s</td>
</tr>
</tbody>
</table>

   **COSTS OUTLINED ARE CORRECT AT TIME OF PUBLICATION BUT SOME MINOR ADJUSTMENTS MAY BE NECESSARY IF SO THIS
   WILL BE DETAILED UPON APPLICATION.**

   This agreement does not remove the right to take further action under Australia’s consumer protection laws.

   The registered provider’s dispute resolution processes do not circumscribe the student’s right to pursue other
   legal remedies.

   **REFUND IF PROVIDER DEFAULTS**
   Refunds if the registered provider defaults cannot be covered by a written agreement between the provider
   and the student. Such situations are covered by the provisions of the ESOS Act 2000 and the ESOS
   Regulations 2001. Students are advised of this before making any payment to the provider.
REFUND PROCESS
All applications for a refund of fee payments must be made to the Principal in writing detailing:

- The date which the enrolment / application will cease
- The reasons why the enrolment has ceased earlier than the stated contract
- Documentary evidence to support the refund. E.g., doctor's certificate, visa withdrawal, statutory declaration, is required

Other fees or charges payable during enrolment

4 I will also pay any fee or charge that becomes payable during the student's enrolment at the school. E.g., school uniform

Student must comply with school rules and regulations

5 I accept that the student must comply with each of the rules and regulations in order to remain enrolled. The student acknowledges that he or she must comply with these rules and regulations in order to remain enrolled.

The rules and regulations are published in school handbook distributed upon enrolment, and in the school newsletters or notified at school assemblies from time to time.

Student may need to complete English language instruction

6 I accept that Our Lady Help of Christians Primary School may require that the student complete a number of weeks of English language instruction. Our Lady Help of Christians Primary School will arrange this instruction. The student acknowledges that he or she may need to complete English language instruction.

Student entry

7 Our Lady Help of Christians Primary School will decide upon the appropriate year level into which each student will be placed.

Enrolment procedures document and schedule of fees

8 I have read and understood the enrolment procedures document and schedule of fees. I accept that these procedures and fees apply.

Variation

9 This agreement can only be varied by the parties in writing.

Governing law and jurisdiction

10 This document is governed by the law of Victoria. The parties submit to the exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts, either for forum non conveniens or on any other basis. The parties will not take or continue legal proceedings anywhere else.

Termination of agreement due to breach etc

11 A party may terminate this agreement immediately, by giving notice in writing to the other party, if any of the following occurs:
   - The other party commits a breach of this agreement which is not rectifiable.
   - The other party fails to rectify a breach of this agreement which is rectifiable for 14 days after receiving a written notice from the party specifying the breach and requiring the other party to rectify it.
   - An adverse event happens to the other party.

Waiver

12 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, the other party. A waiver by a party is only effective if it is in writing.
A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach; or as an implied waiver of that obligation or breach in relation to any other occasion.

Adverse Event

13 Adverse event means any of the following:
- failure of the student to comply with each of Our Lady Help of Christians Primary School’s rules and regulations which are published in the School Handbook distributed each year, and in the school’s newsletters or notified at school assemblies from time to time
- failure to pay fees

Transfer of students between registered providers

15 Our Lady Help Of Christians School policy for student transfer is available to staff and students. The policy details:
a. the circumstances in which a transfer will be granted
b. the circumstances that Our Lady Help Of Christians School considers as providing reasonable grounds for refusing the student’s request, including when a transfer can be considered detrimental to the student
c. a timeframe of seven days for assessing and replying to the student’s transfer request having regard to the restricted period.

Conditions upon enrolment

16 Our Lady Help Of Christians Primary School reserves the right to impose conditions upon this enrolment for the benefit of the applicant and other children at the school. These conditions must be met if the enrolment is to be approved. These conditions are:


17 Our Lady Help Of Christians Primary School will share student information with the Australian Government and designated authorities and if relevant the Tuition Protection Service (TPS). This information includes personal and contact details and changes, and the circumstance of any suspected breach by the applicant of a student visa condition.

The applicant is obligated to inform Our Lady Help Of Christians Primary School of any change of residential address while enrolled in the course. The school will contact the applicant’s family every six months to ensure that they have the correct residential address.

Failure to Deliver the Course.

18 If for some reason Our Lady Help Of Christians Primary School is unable to deliver primary studies to the applicant, then a pro-rata refund of the undelivered component of the course shall be returned to the applicant. Eg. Our Lady Help Of Christians Primary School delivers one semester of study (20 weeks), but is unable to deliver the final semester of study (20 weeks) due to a school mishap then 50% refund to the applicant will apply. If the school is unable to refund the undelivered component of the course, the school will place the student at another registered provider at the school’s cost.

Signature of custodial parent (parent/guardian)  Principal / Deputy Principal, Our Lady Help of Christians Primary School

Signature of student  Signature of agent appointed by Our Lady Help of Christians Primary School (where applicable)

DATED this day of year

Contract of Enrolment – International Students – Amended – September 2014