

TERMS AND CONDITIONS

A. INTRODUCTION

1. The Australian International School Phnom Penh is privately owned and governed by a Board of Directors who advise the proprietor. It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete the full IB programme year.
2. Parents and carers are those adults who have legal responsibility for the pupil regarding these standard terms and conditions, individually and jointly. They are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name, to continue the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
3. **Our Aims:** The School aims to strike the balance between academic and practical work, physical education, moral and values development and the pursuit of leisure activities. We are committed to high standards of teaching and care, and we welcome parental contact. The School is a private, self-regulating community, which respects the human rights of pupils and their parents/carers, who, in turn, accept that the School's lawful policies, disciplines and rules must sometimes take precedence over the wishes of individuals. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
4. These terms and conditions are intended to promote the education and welfare of each pupil as well as the development of the School.
5. Our website and other school marketing materials are not contractual documents and are not part of any agreement between parents/carers and the School.
6. **Change:** The School, as any other, is likely to undergo a number of changes during the time your pupil is enrolled. Whenever practical, the School will use reasonable endeavors to ensure that parents/carers are given notice of a policy change that would have significant impact on the pupil's education or pastoral care.

B. ADMISSION AND ENTRY TO THE SCHOOL

7. **Application & Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application for Enrolment form has been duly completed, signed by parents/carers, accompanied by all required supporting documents, and received by the School with the non-refundable application fee. The applicant and parents/carers must attend the pre-admission interview with the School and must complete all other enrolment documentation.
 - a. Admission will be subject to the availability of a place. Pupils may be placed on a waiting list if no places are available. Pupils are generally allocated a place in order of application, but the School reserves the right to allocate places at its discretion, as vacancies become available.
 - b. When a child is admitted, a non-refundable enrolment fee and security deposit is payable within five business days to confirm the place. The enrolment fee is non-refundable and will not be refunded if the pupil does not commence, nor will it be credited against future tuition fees.
 - c. Acceptance at one point of entry does not confer the right to defer the entry.





8. Admission occurs when parents/carers accept the offer of enrolment and pay all compulsory fees. Enrolment occurs when a pupil begins attending the School under this agreement.
9. **Enrolment Considerations:** During the application process, the pupil will be required to undergo assessment and submit report cards as relevant. The School will assess the pupil's level of academic and English language proficiency. The School may also determine on a case-by-case basis whether English as an Additional Language support or other academic supports are required as a condition to admission and enrolment. A request for a recommendation may also be sent by the School to institutions previously attended by the pupil. Parents/carers agree to fully disclose all relevant information as may be requested by the School, including but not limited to citizenship, learning needs, educational history and family circumstances of the pupil. If it becomes subsequently apparent that information considered reasonable for consideration for entry to the School has been withheld, is inaccurate or falsified, the School has the right to reconsider enrolment status.
10. **Equal Treatment:** AISPP is a day school for boys and girls ages 2-19 years. The School welcomes staff and pupils from different nationalities, ethnicities, backgrounds and creeds. The School will do all that is reasonable to ensure its culture, policies and procedures are made accessible to all pupils and to comply with legal and moral responsibilities in order to accommodate the needs of applicants, pupils and staff who have disabilities for whom, after reasonable adjustments, we can cater adequately.

C. PUPIL WELFARE

11. **Our Commitment:** We will do all that is reasonable to safeguard and promote pupil welfare and to provide pastoral care.
12. **Host Authority:** Parents/carers authorise the Head of School and the Principals, while acting on behalf of a pupil, to make all decisions and/or take such actions in good faith and on proper grounds that safeguard and promote pupil welfare. Parents/carers give consent to such physical contact as may be lawful, appropriate and proper for teaching and providing comfort to a pupil in distress or for maintaining safety and good order in connection with the pupil's health.
13. **Disclosure:** Parents/carers must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the pupil, any history or diagnosis of a learning disability, or any family circumstance which may affect the pupil's learning, welfare, safety or security.
14. **Confidentiality:** Parents/carers consent on behalf of themselves and the pupil that the School, its officers and staff may obtain, hold, use, and communicate confidential information which, in their sole opinion, is material to the learning, safety and welfare of the pupil and others. Parents/carers consent to the School communicating with any other school which the pupil has attended or currently attends regarding any matter concerning the pupil or the payment of fees. The School reserves the right to monitor the pupil's email communication and internet use.
15. **Conduct and Attendance:** The School attaches importance to courtesy, integrity, manners and good discipline. Parents warrant that the pupil will fully participate in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School regulations regarding the wearing of the uniform as listed in the School's policies.





- a. The school reserves the right to terminate the enrolment of a pupil from the School on grounds of unsatisfactory conduct or performance, failure to obey the rules of the School, or for any other reason. In such matters, the Head of School's decision is final.
 - b. Parental misconduct or failure to follow requests/guidelines may also result in the termination of a pupil's enrolment from the School.
16. **Drugs & Alcohol:** The school reserves the right to undertake random testing on pupils for the use of drugs and alcohol. Any positive result will be assessed by the Head of School, who may suspend or expel the pupil concerned at his discretion.
17. **Personal Property:** Pupils are responsible for the security and safe use of their personal property, including money, mobile phones, computers/tablets and property lent to them by the School. Parents/carers are responsible for labelling all personal property.
18. **Leaving School Grounds:** Parents/carers agree that the School is entitled to prevent a pupil from leaving school grounds with someone who is not approved by the parents/carers. Anyone authorized to pick up a pupil must provide a government photo ID and should be registered in the School's ID system.
19. **Complaints:** Issues brought to the School's attention are categorised as a complaint or a concern. Many issues can be resolved informally without the need to invoke formal procedures.
- a. A concern (Stage 1) is "an expression of worry or doubt over an issue considered to be important for which reassurances are sought."
 - b. A complaint (Stage 2) is best defined as "an expression of dissatisfaction, however made, about actions taken or a lack of action."
 - c. Parents are always encouraged to remain in constant communication with the classroom teacher and approach them directly regarding any concerns or issues. Parents should contact the Reception and Admissions Office for support in dealing with complaints. If the matter cannot be resolved, it will be directed to a senior member of staff.

D. Marketing

20. **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the pupil's parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.
21. **Photographs and Publicity:** By agreeing to the terms and conditions, consent for a pupil's image to be used is given.
- a. The school has permission to take photographs and videos of pupils.
 - b. The school is granted full rights to use the imagery resulting from the photography or video and any adaptations of the imagery for commercial or publicity use to achieve the school's aims. This may include, but is not limited to, the rights to use them in online publicity, such as social media, blogs and websites, the right to use them in printed activity, press releases and marketing campaigns. The school is permitted to authorise the use of such imagery with partners of the business, such as agents, advertisers and partner schools.





- c. From time to time the School will issue press releases and produce publications including newsletters, marketing material, and websites. Such publications may include images of pupils.
 - d. Should parents/carers wish that the pupil's imagery not appear in any school publication, written notice should be provided to the School.
22. **Emails:** Parents/carers consent to the school sending newsletters and other information and promotional materials to their email address as provided to the school for the purpose of marketing its education or related services.

E. HEALTH AND MEDICAL MATTERS

23. **Medical Declaration:** Parents/carers must complete a form of medical declaration concerning the pupil's health with the Application for Enrolment and must inform the School in writing if the pupil develops any known medical condition, health problem or allergy, if the pupil will be unable to take part in games or sporting activities, or if the pupil has been in contact with infectious diseases.
24. **Medical Care:** School staff, including the classroom teacher, nurse, and Principal, will work to care for health issues pupils may develop while at School. Where the School considers it necessary, in the interest of the pupil or the School, a pupil may be required to leave School for a time and/or obtain a medical opinion or health certificate before returning.
25. **Emergency Medical Treatment:** Parents/carers authorise the School to consent on their behalf to the pupil receiving emergency medical treatment where certified by an appropriately qualified person necessary for the pupil's welfare if the parents/carers cannot be contacted in time.
26. **Liability:** The School maintains an accident insurance policy on every enrolled pupil for School-based activities and needs. It is the responsibility of parents/carers to provide any additional comprehensive medical coverage for the pupil.

F. FEES

27. **Fee Changes:** The School has the right to determine, at its discretion, the level of fees. The School will make reasonable efforts to notify parents/carers before a change in pricing occurs. The parents/carers accept liability for paying all fees related to the pupil account.
28. **Due Dates:** Each invoice is due before the first day of term and must be paid according to published dates unless an instalment arrangement between the family and the School has been agreed to in writing. If payment is not made prior to the start of a student's first term, admission to the school may be refused.
29. **Third-Party Payments:** An agreement with a third party to pay fees due to the School does not release parents/carers from any liability under these terms and conditions unless an express release has been given in writing and signed by the Head of School. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
30. **Late Payments:** A 2% late fee will be charged for the first two weeks after a due date. An additional 2% late fee will be charged monthly after that. Students may be excluded from classes when an account is more than 30 days overdue. The Head of School is authorized by the School Board to take any steps deemed necessary to collect unpaid fees, including legal action.





31. Refunds: When a withdrawal form is submitted to the Admissions Office with one term's notice, a full refund will be given for terms that are pre-paid but not attended. Failure to provide the required notice will result in the School refunding a portion of any prepaid tuition fees calculated using the following formula:

$$\text{Daily rate for current payment period} \times (\# \text{ school days in current term} - \# \text{ of school days' notice given}) = \text{Amount Owed}$$
$$\text{Prepaid tuition amount} - \text{amount owed} = \text{refund amount}$$

If there is no prepaid tuition fee, or if the amount of any prepaid tuition fee is insufficient to cover any shortfall in notice provided, the parent/guardian will pay the School an amount equal to the tuition fee owing for that shortfall immediately upon invoice.

- 32. Credit Checks:** The School reserves the right to carry out credit checks on the parents/carers responsible for the payment of fees when fees become overdue in accordance with Clause 30. In addition, the School reserves the right to make enquiries of a pupil's previous school to satisfy itself that no fees remain outstanding at that school.
- 33. Administrative Withdrawal:** A pupil may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 30 days after exclusion. In such circumstances, a term's fees in lieu of notice will be payable. The School may withhold any information, character reference or School reports while fees are unpaid. The School reserves the right to terminate the enrolment of a pupil from the School on grounds of unsatisfactory conduct or performance, failure to obey the rules of the School, or for any other reason. In such matters the Head of School's decision is final.

G. GENERAL MATTERS

- 34. Management:** It is the School's intention that these Terms and Conditions will always be operated so as to achieve a balance of fairness between the needs of the parents/carers and pupils and the School community as a whole. The School aims to ensure that its resources are properly managed so that it can continue to develop. The School aims to promote good order and discipline throughout the community and ensure compliance with local law and international requirements.
- 35. Legal Contract:** The offer of a place and its acceptance by the parents/carers give rise to a legally binding contract on these Terms and Conditions. The School reserves the right to vary the terms herein as may be necessary, upon notice of the same to the parents/carers.
- 36. Updating Contact Information:** To ensure information on the pupil's enrolment records are correct and current, changes of home address, email or telephone number should be notified promptly to the School's Admissions Office.
- 37. Personal Data:** The School collects, uses, discloses, processes, transfers and/or retains personal data concerning pupils and parents/carers for all matters related to a pupil's enrolment in the School. Parents/carers hereby consent to the collection, use and/or disclosure of that data in accordance with the terms of the Data Protection Policy, which are located on the school's website.



H. Force Majeure

38. Force Majeure: In this agreement “force majeure” shall mean any cause beyond a party’s control, including the avoidance of doubt strikes, other industrial disputes, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

- a. In the event of a force majeure arising which prevents or delays the School’s performance of any of its obligations under this agreement, the School shall forthwith give parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimize the effect of the force majeure, the School will have no liability in respect to the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.
- b. If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify parents of the steps it shall take to ensure performance of this agreement. In the event of a force majeure which affects parents’ ability to perform any of their obligations under this agreement, parents shall give the School notice in writing of the force majeure. Parents shall not be liable for non-performance of such obligations during the continuance of the force majeure, but in the event of the force majeure continuing for more than four months, parents shall discuss with the School a solution by which this agreement may be performed.

