TERMS AND CONDITIONS

DURATION

This contract is effective from the date of signing and on an ongoing basis, unless terminated or varied subject to the terms of cancellation listed below.

EXPECTAIONS FROM STUDENTS AND PARENTS

To ensure a safe and productive learning environment for all, Alfirdaus College students and their respective parents/guardians agree to follow Alfirdaus College Behavioural Expectations and Responsibilities guidelines.

Students are expected to:

- · Be ready and willing to learn
- Follow the college and classroom rules
- Respect college staff, fellow students and parents
- Be punctual and participate in all activities
- Not engage in any behaviour that violates College rules, Islamic guidelines or any laws/ regulations
- Follow dress code requirements
- Act in a responsible, considerate manner in and around the school
- · Keep themselves and others safe at all times and not act in an unsafe manner
- Be considerate of others
- Be on Alfirdaus College premises at all times during allocated hours and not leave without permission

Parents/ caregivers are expected to:

- Actively encourage the learning and development of their child(ren)
- Work in a healthy and constructive manner with Alfirdaus College
- Abide by College rules, Islamic guidelines or any laws/ regulations
- Act in a responsible, considerate and safe manner in and around the school
- Raise any grievances or disputes through internal processes
- Act in a professional, respectful and courteous manner at all times
- Drop off and pick up children from Alfirdaus College premises
- Inform the College of any special arrangements with regard to authorised/ prohibited persons who can pick up/ drop off children
- Inform the College of any learning and behavioural issues, medical conditions or other impediments which affect student learning

Failure to adhere the above may lead to further action being taken, including cancellation of enrolment at the discretion of Alfirdaus College.

ATTENDANCE

To ensure students learn in the best manner, students are expected to attend classes they have been enrolled in, participate in class activities, complete homework tasks and attend scheduled extracurricular activities (excursions and outings). Failure to attend classes or not engaging in course activities on a regular basis may result in the removal the student(s) from class(es) or program(s).

Students will be required to pay for all lessons for each teaching term they have enrolled in, even if they are absent. Absence from class (unless subject to the variation and cancellation clauses listed below) will not entitle students to a refund for the lesson(s) missed.

If a student is going to be absent for a particular class, the Centre Manager should be notified before the class, in writing or via telephone. Catch-up classes are not guaranteed for any classes missed by students, but may be granted at the discretion of Alfirdaus College Management.

If a class is cancelled by Alfirdaus College for operational reasons, or an additional class is required by the College for academic reasons, an extra lesson may be offered to students at no additional cost.

PAYMENTS

To help us effectively plan our programs and maintain the quality of services offered, it is a requirement that all students are committed to attending scheduled classes. Financial commitment is important as it means we can schedule existing and new classes according to the number of students that attend.

Current students are required to finalise full fee payment for the upcoming term preferably in the last week of the previous term, or by week 1 of the current term at the latest. New or prospective students are to make full or half term payment, before starting any classes.

Payments can be made via direct debit to the Alfirdaus College bank account, by cheque or in cash (in person).

Fee balances are recorded in our internal system and can be retrieved by the Centre Manager if requested. In exceptional circumstances part payments can be made by previous arrangement with Alfirdaus College Management. For part payments 50% of the full fee must be made in week 1 and the 50% balance must be made by week 4. All payments must be settled by week 4 of every term.

Alfirdaus College may refuse admission to classes, excursions, ceremonies and/or cancel the enrolment of students who have outstanding payments and have not made full payment by week 4 of the given term.

RECEIPTS / TAX INVOICES

Receipts are supplied for every cash payment (made in person). Parents are encouraged to keep all receipts issued to them as proof of their payments.

Receipts can also be issued for electronic payments upon request. Tax invoices for all payments can be issued upon request.

CANCELLATIONS

The minimum enrolment period at Alfirdaus College is one complete teaching term (usually 10 or 11 weeks in duration). Alfirdaus College teaching terms may not necessarily coincide with Public School terms. Cancelations cannot be made during a teaching term.

Cancellations outside a teaching term can be made by making a written (email is acceptable) request to Alfirdaus College Management. One week notice is required for the cancellation of enrolment before the start of the upcoming teaching term.

REFUNDS

Refunds will not be provided for full or part year payments or deposits made on courses, if the prospective students have been offered a suitable class which they reject.

If there exists special circumstances (such as illness, death or exceptional reason) which prevents the student from commencing a class, a request for special consideration can be made to Alfirdaus College Management. Requests need to be made in writing (email is acceptable) to Alfirdaus College Management.

In exceptional circumstances and at the discretion of Alfirdaus College Management, a partial credit may be given. The partial credit will apply to daily/sessional rates only and can be used to attend a future Alfirdaus College course/ program.

VARIATIONS

Any request to vary teaching times, subjects or venues must be made in writing (email is acceptable) and needs to be approved by Alfirdaus College Management prior to the change occurring. Verbal requests to teachers and supervisors will not be recognised and a fee may be incurred for the unauthorised change.

Variation requests must be made before a term begins. Variations requests made during the term will only be provided in exceptional circumstances as deemed appropriate by Alfirdaus College Management.

COMMUNICATION

It is the responsibility of parents and students to keep themselves informed about what is happening at the College (e.g. upcoming deadlines, cut-off dates, excursions, events, changes in policies and procedures and other operational or academic matters).

Alfirdaus College regularly communicates with students and parents via letters (given to students or left at reception in the Centres), electronic newsletters, Facebook or phone.

INFORMATION DISCLOSURE

Alfirdaus College students and their respective parents/ guardians must provide Alfirdaus College all relevant information required for enrolment purposes. This information includes, but is not limited to, full name(s), address, telephone/mobile numbers, medical conditions, special needs and emergency contact information.

It is the responsibility of the student(s) and their respective parents/ guardians to provide Alfirdaus College up-to date and relevant information, including the prompt notification of any change(s) in details or circumstances.

The student(s) and their respective parents/ guardians must also provide Alfirdaus College written notification in explicit and clear terms of any special circumstances the College needs to be aware of or be required to cater to (such as authorised/ prohibited pick-up persons, court orders).

Alfirdaus College expects full and honest disclosure in relation to all information rightfully required by it for the successful operation and delivery of its services.

RESPONSES TO ENQUIRIES

Alfirdaus College Management will aim to respond within 5 working days of receiving your enquiry. Wherever possible, we will endeavour to let you know about the progress of your enquiry.

LEARNING MATERIALS

Learning materials/ resources are provided to students to supplement and enhance their learning. Some of the materials are produced in-house while others are sourced from appropriate third parties. Additional costs may be incurred for these resources. Students will be informed before the commencement of each term which materials they will require and the cost. Full payment must be made for resources before they are taken by the student/ used. Full payments are to be made for any replacement/ lost resources.

ACADEMIC PROGRESS

Alfirdaus College strives to provide the best possible service catering to individual students' needs. We rely on partnerships and ongoing relationships between the college, students and parents to achieve the best possible academic outcome for the student. Best progress can only be achieved when students attend all classes, participate in class activities in a meaningful manner, complete lessons and any allocated homework tasks and the parents and students work with the College in a positive manner. Learning outcomes and positive progress cannot be guaranteed by the College for students who do not follow these requirements.

It is the responsibility of parents/ guardians to communicate any concerns/ issues with regard to student learning as soon as the matter arises. This will allow early intervention and strategies to be implemented to resolve the concerns/ issues.

Cancellation of enrolment and refunds will not be provided on purported failure of student learning/ progress, if concerns and issues are not raised with the College and students do not meaningfully engaging in courses/ programs.

SPECIAL NEEDS

It is also the responsibility of the parents/ guardians to communicate any learning/ behavioural issues or medical condition(s) a student has, which may affect student learning and progress. Alfirdaus College relies on full and frank disclosure regarding this.

Parents are reminded that Alfirdaus College is not a specialised centre which caters to students with specialised learning or behavioural issues. Our programs have not been designed to provide instruction which caters to students with specialised needs or complex needs.

However to make Islamic and Arabic learning accessible to all Alfirdaus College may discuss with parents specialised tuition options (e.g. one-on-one classes, shorter duration) for students who can be catered to. Alfirdaus College reserves the right to request from a parent/ guardian to obtain an external assessment from a health professional regarding the condition(s) of a student, prior to commencing any specialised tuition, to be able to cater to the student accordingly. Such a program cannot be granted for every student and will depend on the availability of resources. Further, no guarantee will be made regarding student learning or progress.

DISPUTE RESOLUTION

In the event any dispute or difference whatsoever arising out of or in connection with this contract or the service/s offered by Alfirdaus College, the steps outlined in the Feedback and Complaints Guidelines (a copy can be requested from the Centre Manager) must followed.

Failing the resolution of the dispute through the internal Feedback and Complaints procedure, the following process will be followed before legal action is commenced.

- 1. In the first instance, a written document (email is acceptable) is to be submitted clearly listing any issue(s) of concern. All relevant documentation should be attached. Full and honest disclosure of all relevant material facts must be made. A face-to-face meeting will then be scheduled between the concerned party and Alfirdaus College Management. Both parties will attend in good faith and with the intention of informally resolving the issue(s).
- 2. Should the matter remain unresolved, a member of Alfirdaus College Senior Management (or the appropriate nominee of the Committee of Management) will intervene, with the objective of resolving the matter within the organisation. These discussions will, where possible, take place within seven (7) days of the issue(s) or as soon as the parties can reasonably commence discussions.
- 3. If the matter remains unresolved, it may be referred to the Department of Fair Trading NSW or to an agreed independent mediator, conciliator or arbitrator for further mediation, conciliation and, if unresolved, arbitration, no less than one month after notification of the original dispute or grievance.

4. If the matter remains unresolved, written notice to Alfirdaus College Management must be made before legal proceedings are commenced.

LOST & FOUND

All property found on our premises will be handed to centre administration who will place the item in our 'lost and found' box. Every effort will be made by centre administration to identify and locate the owner of any 'lost and found' items

Persons reporting lost property must advise Reception and supply the following details: full name, contact information, last seen approx. date, day and time, and a short description of the item.

In Week 8 of every term, 'lost and found' boxes will be placed at Reception for items to be collected by their rightful owners. All uncollected items will be donated to charity in the holiday period at the end of every term.

Any items of high value, such as jewellery, watches and money, will be handed in at Reception and kept secure until it is collected by its owner. Items of high value will be securely kept onsite for one (1) year. After one year, uncollected items will be donated to charity.

MEDIA RELEASE

At Alfirdaus College, we run a wide range of activities in-and-outside of our centres to inspire and encourage students to enjoy and benefit from every learning experience.

We often take short videos, electronic sound recordings and still images (photos) during these activities. By entering our premises, you:

- Give permission to Alfirdaus College to use photos, videos and sound recordings of your child, for promotional purposes, including, but not limited to: website; social media channels; e-newsletter and print collateral
- Acknowledge that your child's identity may be revealed in descriptive text or commentary in connection with the still images, video footage and/or electronic sound recordings
- Understand that my child may be identifiable from any still images (photos), video footage and/or electronic sound recordings
- Hereby release Alfirdaus College from all claims, demands, actions, proceedings, costs or expenses relating to or arising out of use of any still images (photos), video footage and/or electronic sound recordings

This consent remains valid until withdrawn by a parent/guardian in writing and directed to administration at marketing@alfirdaus.com.au.

GENERAL

Alfirdaus College:

- Reserves the right to alter these terms and conditions.
- Accepts no liability for students outside advertised/ communicated class time(s).
- Accepts no liability for students who have been left unattended by their respective parents/ guardians outside Alfirdaus College premises and/or outside advertised/ communicated class time(s).
- Accepts no liability for lost or damaged goods or possessions, inside and outside premises, during or after operating hours.
- Reserves the right to discontinue tuition for any reason it deems reasonable.
- Reserves the right to cancel/ discontinue a class or program if the number of students falls below what is deemed suitable (academically) and appropriate (operationally) by Management.
- Reserves the right to disclose any information required by law or for any statutory processes or by consent of the other party to the disclosure.
- Accepts no liability for any direct, incidental, consequential or indirect, special, punitive or similar damages arising out of the use of our service, or any errors or omissions in the content of our materials. You, the client, specifically waive any and all claims arising out of the use of this service.
- Reserves copyright and trademark rights over all materials created in-house. Under no circumstances
 can materials or resources produced by Alfirdaus College be sold, reproduced, published, altered or
 distributed by any means (electronic or otherwise) without prior written permission from Management.

Unless otherwise agreed in writing by Alfirdaus College Management, these terms and conditions will prevail over any other terms of business or conditions.