

COLE Pre-school
Of the non-profit society named COLE Privatschule - Private School
Martinsbuehel 6, 6170 Zirl near Innsbruck, Austria.
Tel.: 0043-699-12020111 email: administration@cole.at www.cole.at



Agreement contract COLE Privatschule - Private School

School contract between 'COLE Pre-school',

hereinafter called 'COLE Pre-school'

and

the parents or guardians of the pupil named below, hereinafter called 'parents'

pupil

represented by his/her parent(s) or guardian(s)

Enrolment for _____ (year)



Pre-school

Introductory statement

COLE Privatschule - Private School is a non-profit organisation. COLE Pre-school aims at supporting children, especially with regard to their early development (gross and fine motor skills, English linguistics, social skills and basic mathematical understanding, etc.), as well as improving the general knowledge of children in school-related and social contexts.

The curriculum followed at COLE Pre-School has been developed by, and is the intellectual property of, Rosemarie Ladner-Cole, MA and is specifically designed to support the development of pre-school-aged children. This curriculum is delivered in English and is also preparatory for entry into COLE bi-lingual (English/German) Primary School.

1. Purpose of agreement

- 1.1. The purpose of this agreement is to provide for schooling and training of pupils within the framework of COLE Privatschule – Private School's Organisation Statutes which forms an integral part of this agreement (see download on school homepage).
- 1.2. At present the school is run at Martinsbuehel 6, 6170 Zirl near Innsbruck. No change of location is intended during the current school year. A change of location within 25 kilometres from the present location shall not affect the mutual obligations under the present agreement.
- 1.3. COLE Privatschule – Private School strives to make it possible for students to attend school from Pre-school until the end of primary school years (ages 3 to 10).

2. Rights and responsibilities of COLE Pre-school

- 2.1. COLE Pre-School undertakes to ensure an orderly operation of the school in accordance with its mission statement. Please see the Organisation Statutes for details.
- 2.2. To ensure the orderly operation of the school, cooperation between COLE Pre-school and the pupils as well as their **parents** is necessary. COLE Pre-school will keep the **parents** informed about current school life.
- 2.3. Under special circumstances COLE Pre-school reserves the right to prematurely terminate this agreement should the behaviour of pupils or disregard for school rules disrupt, impair or prevent the orderly operation of the school and efforts in cooperation with the parents have been unsuccessful.

3. Rights and responsibilities of pupils and their parents/guardians

- 3.1. Pupils shall be entitled to an education in accordance with the school's mission statement as declared in the Organisation Statutes, with the understanding that personal attendance on site is a pre-requisite for receiving the aforesaid education. Pupils, parents and guardians are obliged to uphold school rules and regulations, and to positively and actively partake in school activities and operations.
- 3.2. **Parents** undertake to attend information evenings as deemed necessary by school management and teaching staff, as well as being entitled to arrange individual meetings with the teachers and/or management as per their requirement.

- 3.3. In order to meet the pupils' requirements, organisational and staffing considerations must be planned a year in advance. The parents are aware of this and agree to notify the school board of any planned change of school by the latest the 31st March in the current school year. Should **parents** fail to do so, they understand that they will be invoiced for the following term's fees.
- 3.4. The **parents** expressly confirm having read and understood the Organisation Statutes and declare their consent to it.
- 3.5. The **parents** undertake to collect the pupil punctually after lessons or to ensure that he/she is collected. The **parents** take note of the fact that there is no supervision by staff members after the end of the day's lessons.
- 3.6. COLE Pre-school shall be entitled to transfer the power to care for and supervise the pupil unto staff members. COLE Pre-school is further empowered to ensure that, in cases of emergency, the pupil receives medical attention through a medical examination or by having him/her transferred to hospital. COLE Pre-school is obliged to inform the **parents** immediately should medical care appear necessary.

4. Personal data

Pupil (please tick appropriate boxes)

Surname, first names: _____

Date and place of birth: _____

Male: Female: Insurance Number: _____

Nationality: _____

Mother-tongue/1st language: _____

2nd and/or 3rd languages: _____

Street name, house number: _____

Post code, city: _____

Previous schooling (if any)

Name of last school / pre-school / playgroup, or similar attended:

Address: _____

Parents (guardians)

No. 1

Surname, first names Nationality type of relationship (father, mother, other)

Address (only if different to pupil's address already stated)

Telephone (mobile): _____

Telephone (work): _____

Telephone (home): _____

Email: _____

No. 2

Surname, first names Nationality type of relationship (father, mother, other)

Address (only if different to pupil's address already stated)

Telephone (mobile): _____

Telephone (work): _____

Telephone (home): _____

Email: _____

No. 3

Surname, first names Nationality type of relationship (father, mother, other)

Address (only if different to pupils's address already stated)

Telephone (mobile): _____

Telephone (work): _____

Telephone (home): _____

Email: _____

Further data

Does your child have –

a). learning difficulties that need to be taken into account by the teachers?

b). any health issues that need to be taken into account by the teachers?

c). other special circumstances that need to be taken into account by the teachers?

Who should be notified in case of illness or accident?

Surname and first name of person reachable telephone number

GP – surname and name GP's telephone number

Pupil's health insurance number insured with: father mother

5. School calendar, holidays

- 5.1. Classes are held from Monday through Friday. The school year usually begins by mid-September; it ends at the beginning of the new school year. A school year consists of two terms. The first term begins with the first day of the school year and ends at the start of the mid-term break (usually the second Monday in February). The second term begins on the Monday following the mid-term break and ends at the beginning of the official school summer holidays, which is on a Saturday, on the 5th July at the earliest, on the 11th July at the latest. Furthermore, no classes are held on state holidays and on the school's discretionary holidays. On days when no classes are held the school is closed.
- 5.2. School hours may be adapted to pedagogical and organisational needs by COLE Pre-school together with the principal and the staff.

6. Pre-school fees

- 6.1. The currently (2021-22) applicable Pre-school fee for morning sessions only are EUR 2,300.00 (two thousand three hundred) per term (half year). For details regarding full day COLE Pre-school sessions and fees please refer to the 'After School Care' information on our website. The full Pre-school fee for one term is payable by the latest 7 working days before the beginning of term. It must be paid in full to the following account and state the payment purpose ('pre-school fee, term..., pupil name'):

RAIKA Kematen, Tirol, Austria
IBAN: AT72 3626 0000 0054 3801
BIC: RZTIAT22260
- 6.2. An eventual fee increase will be announced by the 15th February of the current school year. It shall be valid as from the beginning of the following school year.
- 6.3. The Pre-school fees must be paid within 7 days of the due dates referred to in clause 6.1. of this agreement. In the event of a late payment arrears interest at the rate of one per cent per month will be charged. If a payment is overdue for more than six weeks, the **parents** also undertake to refund the cost of out-of-court-collection by a legal representative authorised by COLE English Pre-school. Furthermore, if the fee is not paid in good time, COLE Pre-school is entitled to prematurely terminate this agreement.
- 6.4. School fees include costs for normal tuition. The **parents** also undertake to pay in advance any additional costs, e.g. expenses for sports (swimming, skiing) weeks, school outings,

accommodation, board, admission fees, or similar purposes, within 10 days from the receipt of a written notice. Clause 6.3. is applicable to these payments.

- 6.5. For pupils entering or departing during the term the full fee for that term (6 months) will be charged. In the event of an early withdrawal from COLE Pre-school the term fee is not refunded.
- 6.6. COLE Pre-School does not offer sibling discounts on term fees or enrolment fees.
- 6.7. There is no right to a reduction or refund of Pre-school fees if single classes or all classes on single days have to be cancelled due to circumstances outside the responsibility of COLE Privatschule – Private School, e.g. snowfall, floods, fire, strike, illness, epidemics, health hazards, etc.

7. Enrolment fee and society fee

A non-recurring enrolment fee of EUR 600 (six hundred) shall be due when the pupil has been definitively enrolled in COLE Pre-school. It must be paid to the account mentioned in clause 6.1., stating the payment purpose ('enrolment fee, name of pupil'). For organisational reasons this fee is not refunded unless the pupil is prevented from entering school solely through the fault of COLE Privatschule – Private School. The enrolment fee shall be payable on receipt of invoice. Pupils that have left school within a period of two years and want to return must pay 50 percent of the enrolment fee. If the enrolment fee is still outstanding on the due date COLE Pre-school will regard this agreement as null and void.

8. School uniform and schoolwork

- 8.1. Pupils are required to wear the relevant COLE Pre-school uniform on the school premises as well as at all school events outside those premises. If the pupil repeatedly refuses to wear the designated school uniform COLE Pre-school is entitled to terminate this agreement. It is incumbent on the **parents** to care for the uniform clothes. Suitable indoor slippers (without metal zips, buckles, etc) for wearing indoors on the school premises are required.
- 8.2. A contribution of EUR 100 (one hundred) per term is to be paid in cash to school administration to cover costs for resources (e.g. books, toys, educational materials, paper, etc.).
- 8.3. All instructional materials remain the property of COLE Pre-school, being the intellectual property of Rosemarie Ladner-Cole, MA. Work completed by pupils is sent home with them

on a weekly basis, for **parents** to see and observe progress being made. All instructional materials are protected by intellectual copyright laws.

9. Data protection

- 9.1. Any photographs of pupils commissioned by the school and taken in the course of the school year during classes or at celebrations or sport events, etc., may be reproduced for internal use in school magazines and on flyers as well as in press releases or on our website and in social networks (e.g. Facebook). This right is free of charge and cannot be revoked during a period of 7 years. After that period a written revocation is possible.
- 9.2. Furthermore, the parents herewith give their consent to the use of the pupil's and the parents' personal data for necessary administrative and legal documentation purposes. This consent also includes the use of sensitive data according to the Austrian Data Protection Act (Datenschutzgesetz), in particular where it may be deemed necessary for medical reasons or the consideration of religious beliefs.

10. Declaration

- 10.1. The pupils and the **parents** acknowledge the relevant school rules. They declare their acceptance of the educational concept and the objectives and learning content of COLE Pre-school and they will endeavour to give the school all possible support.
- 10.2. The **parents** declare their willingness to continuously accompany and support the pupil's learning efforts and to regularly attend information meetings/evenings.
- 10.3. The **parents** agree to give their support to the school's curricula and extra-curricula projects that are in accordance with the concept of the school.
- 10.4. The **parents** declare that they have notified the school of any health-related problems, learning difficulties and discipline problems that may affect school life. If it should appear that the pupil has learning difficulties or disciplinary shortcomings that cannot be remedied by COLE Pre-school, the **parents** are prepared to withdraw the pupil from school if the board of COLE Privatschule – Private School so decides. The date of withdrawal shall be determined by the principal.

11. Duration and termination of this agreement

- 11.1. This agreement shall remain in place until the pupil is deemed ready for primary school. However, either party can terminate the agreement before that time without giving reasons (ordinary termination). For organisational and staffing reasons an ordinary termination shall only be possible until the 31st March of the current school year. It must be declared in writing. An ordinary termination becomes effective as from the beginning of the next school year and it does not affect the obligation to pay the agreed-upon school fee for the current school year (see clause 6.5).
- 11.2. An immediate termination of the agreement by COLE Pre-school shall be possible during the school year if the pupil or the **parents** seriously compromise the objectives of COLE Pre-school or seriously disregard the school rules or if cooperation based on mutual confidence with the principal, teachers, or members of the school board is no longer possible.

12. Miscellaneous

- 12.1. COLE Pre-school would like to draw attention to the fact that there are pets on the school premises. These pets move freely on the premises and also have access to the school building. They undergo a veterinary examination once a year. Before a pupil comes to the school it must be ascertained whether he/she suffers from any allergies. If so, the school must be notified.
- 12.2. Amendments to this agreement shall be in writing. This also applies to the revocation of the written form requirement. There are no additional oral agreements between the parties. This agreement shall replace all prior agreements between the parties thereof.
- 12.3. If any of the provisions of this agreement are found to be invalid or unenforceable, or if that become invalid or unenforceable, the remainder shall remain valid and the invalid or unenforceable provisions(s) shall be replaced by a valid and enforceable provision as close as possible to the intention of the parties at the time of the conclusion of the agreement.

13. Place of jurisdiction, liability

- 13.1. Damage to persons or property caused by the pupils shall be refunded by the **parents**, notwithstanding a possible liability on the part of the pupil.

13.2. Liability by COLE Pre-school for damaged to pupils' personal belongings caused through slight negligence shall be expressly excluded.

13.3. The court having subject matter jurisdiction at the location of the school shall be exclusively competent to adjudicate any and all disputes arising from this agreement.

We acknowledge receipt of the following documents:

- A copy of this agreement signed by the parties thereof

COLE Privatschule – Private School – Organisation Statues (homepage).

Place and date, signature of father/mother/guardian

Place and date, signature of COLE Privatschule – Private School / COLE Pre-school



Pre-school

COLE Pre-school, Martinsbuehel 6, 6170 Zirl near Innsbruck, Austria
Pre-school Kennzahl -- registration no.: 701030
Verein ZVR-Zahl -- society registration no.: 0135114346
Bankverbindung -- bank details: RAIKA Kematen
IBAN: AT92 3626 0000 0054 3801 BIC: RZTIAT22260
Gerichtsstand -- jurisdiction: Innsbruck, Tirol, Austria