

COLE Primary 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

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## Agreement contract COLE Privatschule - Private School

**School contract between 'COLE Privatschule - private school',**

hereinafter called 'COLE Primary School'

**and**

**the parents or guardians of the student named below, hereinafter called 'parents'**

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student

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

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Enrolment for \_\_\_ (grade), \_\_\_\_\_ (year)



Primary School

### **Introductory statement**

COLE Privatschule – private school (hereinafter called COLE Primary School) is a non-profit society which aims at supporting children and young people, especially with regard to their linguistic skills, as well as at improving the general knowledge of children and young people in school-related and social contexts.

The school is subject to regular controls by the responsible District School Inspector who will check that the regulations under public law are observed. The school's curriculum is in accordance with § 3 of the Austrian School Organisation Act (Schulorganisationsgesetz).

## 1. Purpose of agreement

- 1.1. The purpose of this agreement is to provide for schooling and training of students within the framework of COLE Primary School's Organisation Statutes which forms an integral part of this agreement (see attachment). Schooling consists of conveying the necessary knowledge in two languages (English and German). With the exception of breaks between lessons, students are not supervised during their free time.
- 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 Primary School strives to make it possible for students to attend school until the end of primary school years (grades 1 to 4).

## 2. Rights and responsibilities of COLE Primary School

- 2.1. COLE Primary 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 Primary School and the students as well as their **parents** is necessary. COLE Primary School will keep the **parents** informed about current school life in the course of information evenings and parent-teacher conferences.
- 2.3. Under special circumstances COLE Primary School reserves the right to prematurely terminate this agreement should the behaviour of students or disregard for school rules disrupt, impair or prevent the orderly operation of the school and efforts at cooperation with the parents have been unsuccessful.

## 3. Rights and responsibilities of students and their parents

- 3.1. Students shall be entitled to an education in accordance with the school's mission statement as declared in the Organisation Statutes. Students are obliged to personally attend classes, uphold school rules and regulations, and to positively and actively partake in school activities and operations.

- 3.2. **Parents** undertake to attend information evenings and parent-teacher conferences on a regular basis.
- 3.3. In order to meet the students' 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 31<sup>st</sup> 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 student 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 Primary School shall be entitled to transfer the power to care for and supervise the student unto staff members. COLE Primary School is further empowered to ensure that, in cases of emergency, the student receives medical attention through a medical examination or by having him/her transferred to hospital. COLE Primary School is obliged to inform the **parents** immediately should medical care appear necessary.

#### 4 Personal data

##### Student (please tick appropriate boxes)

Surname, first names: \_\_\_\_\_

Date and place of birth: \_\_\_\_\_

male  female  Insurance Number: \_\_\_\_\_

Nationality: \_\_\_\_\_

Mother tongue / 1<sup>st</sup> language: \_\_\_\_\_

2<sup>nd</sup> and / or 3<sup>rd</sup> languages: \_\_\_\_\_

Street name, house number: \_\_\_\_\_

Post code / city: \_\_\_\_\_

**Previous schooling**

School entry year: \_\_\_\_\_

regular (scheduled) normal entry       delayed entry       early entry

**After a change of school**

Last school attended - name of school: \_\_\_\_\_

Address: \_\_\_\_\_

Has the student repeated a grade?

no

yes       class: \_\_\_\_\_      school year: \_\_\_\_\_

voluntary repetition?      no       yes

**Parents (guardians)**

**No. 1**

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

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Address (only if different to student's address)

Telephone (home): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Telephone (mobile): \_\_\_\_\_

Email: \_\_\_\_\_

**No. 2**

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

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Address (only if different to student's address)

Telephone (home): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Telephone (mobile): \_\_\_\_\_

Email: \_\_\_\_\_

**No. 3**

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

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Address (only if different to student's address)

Telephone (home): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Telephone (mobile): \_\_\_\_\_

Email: \_\_\_\_\_

## Further data

Does your child have -

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

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

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

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Who should be notified in the case of illness or accident?

Emergency contact: \_\_\_\_\_ Tel.: \_\_\_\_\_

Family Doctor (GP): \_\_\_\_\_ Tel.: \_\_\_\_\_

Pupil's insurance number: \_\_\_\_\_ Insured with: \_\_\_\_\_

## 5. School calendar, holidays

5.1. The school calendar follows the legal regulations for education in state primary and secondary schools in the county of Tirol. Classes are held from Monday through Friday. The school year usually begins on the first Monday in September (can vary); 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 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 Primary School together with the principal and the staff.

## 6. School fees

- 6.1. The currently (2021-22) applicable school fee is EUR 2,850.00 (two thousand eight hundred and fifty) per term (half year). The full school fee for one term is payable at least 7 working days before the beginning of term. It must be paid in full to the following account and state the payment purpose ('school fee, term..., student name'):

RAIKA Kematen, Tirol, Austria

IBAN: AT92 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 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 Primary School. Furthermore, if the fee is not paid in good time, COLE Primary School is entitled to prematurely terminate this agreement.

- 6.4. School fees include costs for normal tuition without instruction materials (see clause 8.). The parents 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 students 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 Primary School the school fee is not refunded.

- 6.6. Due to the limited number of places, COLE Primary School is unfortunately not able to offer sibling discounts on school fees or enrolment fees.



- 6.7. There is no right to a reduction or refund of school fees if single classes or all classes on single days have to be cancelled due to circumstances outside the responsibility of COLE Primary School, e.g. snowfall, floods, fire, strike, illness, epidemics, health hazards, etc.

## 7. Enrolment fee

- 7.1. A non-recurring enrolment fee of EUR 600 (six hundred) shall be due when the pupil has been definitively enrolled in COLE Primary 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 Primary 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 Primary School will regard this agreement as null and void.
- 7.2. The annual society membership fee is EUR 300 (three hundred) per family.

## 8. School books and school uniform

As classes are partly computer-assisted, all students will be supplied with a school computer for use in school. Costs of school books, instruction materials and uniforms shall be borne by the **parents**. COLE Primary School undertakes to procure these items in an efficient manner at reasonable cost. The purchase of school books and materials is decided on by the staff in cooperation with the Board of the Association. Costs for school books and instruction materials are not expected to exceed EUR 500.00 (five hundred) per year. Otherwise the consent of all **parents** must be obtained. Costs for the school uniform will range between EUR 250.00 (two hundred and fifty) and EUR 600.00 (six hundred).

Students are required to wear the relevant COLE Primary School uniform on the school premises as well as at all school events outside those premises. If the student repeatedly refuses to wear the designated school uniform COLE is entitled to terminate this agreement. It is incumbent on the **parents** to care for the uniform clothes.

## 9. Data protection

- 9.1. Any photographs of students 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 student'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 **student and the parents** acknowledge the relevant school rules.  
They declare their acceptance of the educational concept and the objectives and learning content of COLE Primary 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 student'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 student has learning difficulties or disciplinary shortcomings that cannot be remedied by COLE Primary School, the parents are prepared to withdraw the student from school if the board of COLE Primary 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 force until the highest grade offered by COLE Primary School (to date: year 4/grade 4) will have been completed by the student. 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 Primary School shall be possible during the school year if the student or the **parents** seriously compromise the objectives of COLE Primary School or seriously disregard the school rules or if cooperation based on mutual confidence with the principal, teachers and members of the school board is no longer possible.

## **12. Miscellaneous**

- 12.1. COLE Primary 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 student comes to 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 they become invalid or unenforceable, the remainder shall remain valid and the invalid or unenforceable provision(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 student shall be refunded by the **parents**, notwithstanding a possible liability on the part of the student.
- 13.2. Liability by COLE Primary School for damage to students' 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 International Schools – Primary School's Organisation Statute (homepage).

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Place and date, signature of father/mother/guardian

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Place and date, signature of COLE Privatschule – private school

Obfrau Verena Plank



Primary School



Verein ZVR-Zahl -- society registration no.: 013514346

Schulregistrierungsnummer -- School registration number: 701351

Bankverbindung -- bank details: RAIKA Kematen, IBAN: AT92 3626 0000 0054 3801 BIC: RZTIAT22260

Gerichtsstand -- jurisdiction: Innsbruck, Tirol, Austria