

## School Contract

This agreement is made by and between the following parties:

1. DANUBE International School GmbH, FN 59732 t  
Josef-Gall-Gasse 2  
1020 Vienna

and

2. \_\_\_\_\_  
*(Name of student)*

Grade: \_\_\_\_\_

School Year: \_\_\_\_\_

\_\_\_\_\_  
*(Name of parents/guardians) as legal representatives/guardians of the Student*

- 1.1 The student has made an application for admission for Danube International School Vienna. The application for admission has been accepted. The student has the permission to attend the Danube International School Vienna.
- 1.2 Further, the student/parent has paid the Enrolment Fee. This guarantees the student that his or her place will not be given to another student.
- 2.1 This School Contract shall determine the rights and obligations of the parties hereto.
- 2.2. The General Terms and Conditions of Danube International School Vienna that are attached to this contract form part of this School Contract. This School Contract should be also read in conjunction with the school's policies and handbooks available on the website or on request from the Registrar. In the case of any apparent conflict or contradiction this School Contract together with the General Terms and Conditions shall take precedence.
- 2.3. In signing this School Contract the parents and students are also deemed to have agreed to the Conditions of Admission and Attendance set out on the application form (see below) and to have confirmed the accuracy of the information they have given the school. The Student as well as the Parents herewith confirm that all documents are all truthfully filled in and signed.

### CONDITIONS OF ADMISSION AND ATTENDANCE

I understand and accept the financial policies and requirements of Danube International School Vienna.

I understand and accept my responsibility in supporting the school's stated vision, mission and aims.

I understand and accept that parents play an important role in ensuring their child abides by school rules and requirements.

I understand and accept that parent and student data will be stored and used as part of regular school procedures.

I understand and accept that my contact details will be passed to the representatives of PADIS (Parent Association).

I understand and accept that images of my child may be used in school publicity materials.

I understand and accept that the school acts in loco parentis and I hereby authorise the school to take appropriate action in the event of an emergency.

I understand that the school may contact my child’s previous school(s) for reports and I give permission for these to be obtained (you may also be required by your previous school(s) to authorise this).

I understand that the application fee covers the costs of the placement test and the application process and must be paid within 14 days of the application and before the placement test is conducted.

I understand that the enrolment fee and the security deposit must be paid within 14 days of the offer of a place, but in any case before commencement. If no enrolment fee is paid then the place may be offered to another student.

Place, date: .....

**Father:**

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

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

Sole custody father

**Mother:**

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

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

Sole custody mother

**Signature:** .....

**Signature:** .....

If the tuition fees will be paid by a different person/company:

**Payer:**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Company name: \_\_\_\_\_ Company contact person: \_\_\_\_\_

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

**Signature Payer:** .....

.....

**Danube International School GmbH**

# GENERAL TERMS AND CONDITIONS

## OF THE DANUBE INTERNATIONAL SCHOOL GmbH

### 1. SCOPE

- 1.1 All services of Danube International School Vienna are rendered exclusively on the basis of the following terms and conditions.
- 1.2 "School" in this contract stands for the Danube International School Ges.m.b.H. or its legal successor; "Parent" also stands for his or her legal representative, guardian, or other registering person or for third parties who have undertaken to make payments to the school.

### 2. TERM OF SCHOOL CONTRACT

- 2.1 The school contract (hereinafter referred to as "contract") shall commence after signing of all the parties hereto, unless otherwise agreed. The contract shall expire at the end of the school year for which the student was registered except where it is extended in accordance with section 2.3.
- 2.2 This limitation does not affect the right of the school to terminate the contract prematurely with immediate effect for an important reason. An important reason may include, but is not limited to, the student's serious breach of school rules, a student's failure to meet his or her obligations in terms of school attendance and commitment to studies or a parent or guardian's failure to meet his or her financial obligations to the school. Another important reason is given, if the student shows behaviour that is not tolerated at the school and continues to show such behaviour after having been warned that such behaviour will result in his dismissal from the school.

The parent may terminate the contract prematurely at the 21<sup>st</sup> of each month with a three month period of notice, in writing to the Director, if this becomes necessary for a serious family reason and written evidence is provided of the reason for termination, no later than the date upon which notice is given.

- 2.3 The contract shall be prolonged for a further school year with legally binding effect upon the written declaration of the parent. The school must receive this declaration no later than 1st May of the current school year; otherwise the student shall have no legal right to an extension of the contract. However, the school shall have the right to accept late re-registrations subject to the availability of places. The contract for the next school year shall come into force following the written declaration of the parent in accordance with this article of the contract, unless the school rejects the extension of the following contract in writing by the 21<sup>st</sup> June of that school year. In particular, the school may reject the renewal of the contract if the student's conduct, attendance or academic performance is unsatisfactory or in the judgement of the school it is unable to meet the student's educational needs or where the student's or legal guardian's actions do not match the values of the school.

### 3. FEES

#### 3.1 NON-RECURRENT FEES

##### 3.1.1 APPLICATION FEE

The Application Fee covers the costs of the placement test and application process and must be paid within 14 days of application and before the placement test is conducted. The application process can only start after receipt of the application fee or the submission of adequate proof of payment. The application fee is non refundable.

##### 3.1.2 ENROLMENT FEE

The Enrolment Fee is payable once when the student enrolls at the school and if the student recommences attendance at the school following an interruption of the contractual relationship between the parties to the contract (e.g. temporary change of school). Re-entries where the student has been away from the school for no longer than two years and by prior written agreement with the

Director, are charged at 50% of the enrolment fee.

The Enrolment Fee must be paid within 14 days of the offer of a place but in any case before commencement. If no Enrolment Fee is paid the application for admission will be deemed to have been withdrawn and the place may be offered to another student. The Enrolment Fee is non-refundable and will be charged in full regardless of the date of admission or withdrawal.

### 3.1.3 CAPITAL FEE

The fee is assigned to a fund specifically created to finance capital investments. The Capital Fee is non-refundable and will be charged in full regardless of the date of entry or withdrawal.

### 3.2 ANNUAL TUITION FEES

Tuition fees may be paid annually or in two instalments. Payment dates and the amount of any instalments are set out in the scale of charges. In the case of applications for a student to commence after the start of the school year and with the Director's written agreement, the annual fee will be charged on a pro rata monthly basis calculated on a ten month academic year. The initial month will be fully charged. This fee is not refundable if the student does not consume activities offered by the school and that are covered by the Annual Tuition Fees.

Fees have to be adjusted to meet the running costs of the school, in particular personnel costs. The school therefore explicitly reserves the right to increase these fees at the start of a new school year.

### 3.3 SUPPLEMENTARY FEES

The school charges a supplementary fee for students new to English and those requiring additional learning support. There are also separate arrangements for school lunches, private music classes and private language classes.

### 3.4 SECURITY DEPOSIT

This deposit is payable in full at the same time as the enrolment fee (3.1 above). The school will refund the deposit upon termination of the last contractual relationship. However, the school reserves the right to deduct from this deposit, the cost of any lost or damaged books, school materials or any other costs due to the school.

### 3.5 FORCE MAJEURE

The school is unable to refund fees for any closures caused by matters outside the school's control such as severe weather, fire and flood, strikes and similar events.

### 3.6 BOARDING

Upon request, the school can arrange accommodation and meals for students, depending on the availability of boarding places.

If boarding is requested, then the Tuition Fees and Boarding Fees need to be paid in full before the start of the school year.

## 4. PAYMENT OBLIGATIONS IN THE EVENT OF PREMATURE TERMINATION OF CONTRACT

4.1 The school retains full right to the fees for the entire contractual school year if the Parent terminates the contract prematurely without sufficient reason or the student ceases to attend or fails to commence attendance at the school without providing a formal declaration of termination of contract. In this case all fees shall immediately become payable, in particular and despite an agreement to make payment in instalments.

4.2 Only in the event of a justified termination of a contract by the parent or school (as stipulated in 2.2-2.3) shall the obligation to pay the current tuition fees end with the three month period of notice and thus before the end of the school year. However, even in such cases of justified termination, there shall be no refund of non-recurrent fees.

**5. PERSONS LIABLE FOR PAYMENT**

The person who registers or re-registers the student shall be liable to the school for all fees and charges in accordance with this contract. Above liability shall lapse for fees defined in this contract (i.e. not for other charges), if a third party (in particular employer or diplomatic mission) gives an undertaking to the school to make full and prompt payment of all fees specified in this contract, unless the school refuses to accept this third party as the payer. The payment liability of the third party pertains to the entire duration of the contract and does not, therefore, depend upon the continuation of an employment relationship with the parent of the child. The person registering the student or a third party shall be liable for the entire duration of the contract, thus also after re-registration, notwithstanding the liability of another who signs the re-registration.

It is explicitly established that until the payment obligation of a third party is accepted, the registering person shall become liable for all fees and charges upon conclusion of the contract. Conclusion of the contract and liability for payment may not be made dependent upon the condition that a third party assumes liability for payment.

Anything to the contrary must be agreed between the parties explicitly and in writing.

**6. MISCELLANEOUS**

6.1 The parent/guardian ensures that the student attends lessons regularly and takes the required examinations. In the event of frequent absence, discussions will be arranged between the class teacher, the parent/guardian and student. Should these discussions not result in any improvement in the attendance of the student, the school reserves the right to terminate the contract, following due warning in writing.

6.2 Austrian law shall govern this contract. All disputes arising from or relating to this contract shall be subject to the jurisdiction of the competent court at the school’s domicile (1020 Vienna).

6.3 There are no verbal side agreements or amendments to this contract. The owners or Director must make amendments or additions to this contract in writing. This also applies to any agreement to waive the requirement for written form. Oral statements, in particular pertaining to the termination or continuation of the contract relationship have no legal validity. The other party to the contract must receive documents in good time.

6.4 Correspondence between the school and the student or his or her legal representative as well as to persons who are liable to make payment shall be made with legal effect to the address last made known to the school until the school is notified of the new address in writing.

6.5 The school reserves the right to change these General Terms and Conditions when the contract is extended. Any changes to the General Terms and Conditions will be notified to parents with the fees schedule for the following year.

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Grade

.....  
Signature Mother

.....  
Signature Father

.....  
Signature Payer

.....  
Place, Date

(If company/guardian pays tuition fee bill)

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