

## Policies & Procedures

### 1) About Tikvah Education Australia Foundation Ltd

- a) the website is operated by TikvahFIDE Pty Ltd. TikvahFIDE donates its time and financial resources to operate this website.
- b) access and use of the website, or any of its associated Products or Services, is provided by TikvahFIDE Pty Ltd. Please read these Terms and Conditions carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of its Services, immediately.
- c) TikvahFIDE Pty Ltd reserves the right to review and change, in collaboration with the Foundation's Board of Directors, any of the Terms by updating this page at the discretion of both parties. When TikvahFIDE updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the terms for your records.
- d) TikvahFIDE Pty Ltd operates the website [www.tikvaheducationaustralia.com.au](http://www.tikvaheducationaustralia.com.au) on behalf of the Foundation to support it in achieving its charitable purposes. The Foundation is run by a Board of Directors who are therefore not remunerated for their services to the Foundation. TikvahFIDE endeavours to significantly reduce administration fees incurred by the Foundation by donating its time and financial resources to pay for the costs of developing and managing this website.

### 2) Acceptance of the Terms

- a) you accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by TikvahFIDE Pty Ltd in the user interface.

### 3) Your Obligations as a User

- a) as a user, you agree to comply with the following:
  - i) you will use the service only for the purposes that are permitted by:
    - (1) the Terms; and

- (2) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions; and
- ii) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of TikvahFIDE Pty Ltd and Tikvah Education Foundation Ltd; and
  - iii) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website; and
  - iv) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Tikvah Education Australia Foundation Ltd for any illegal or unauthorised use of the Website; and
  - v) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

#### 4) Donations

- a) where you choose to donate to the Foundation, you may donate by way of credit or debit card or EFT using the bank details provided on the website.
- b) you acknowledge that you have carefully considered the charitable cause of the Foundation and are donating with full knowledge of the services of the Foundation.
- c) you acknowledge and understand that TikvahFIDE Pty Ltd publishes data on the effectiveness of the Foundations services which can be obtained from [www.tikvahfide.com.au](http://www.tikvahfide.com.au).
- d) all donations are made using Stripe or Raisley. In using the Website, or when making a donation in relation to our charitable services, you warrant that you have read, understood, and agree to be bound by the Stripe or Raisley terms and conditions which are available on their website.
- e) you acknowledge and agree that where a request for the payment of the donation is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the subscription fee.

## 5) Sponsorship Levels – School of Wanderers & HoTLaNe Academy

- a) you agree and acknowledge that TikvahFIDE Pty Ltd and/or Tikvah Education Australia Foundation Ltd can vary Sponsorship Levels at any time and that varied Sponsorships will come into effect following the conclusion of the existing Sponsorship Period for existing sponsors.
- b) you acknowledge and understand the advertising terms related to the sponsorship level outlined on the website and agree to these terms as set out in the sponsorship agreement, with mutual agreement made by signature from both parties.

## 6) Sole Sponsorship (Corporate) – School of Wanderers & HoTLaNe Academy

- a) you agree and acknowledge that sole sponsors of School of Wanderers excursions are required to pay their sponsorship in full prior to the commencement of planning the excursion to ensure the financial viability of the excursion.
- b) you acknowledge and understand that sole sponsors can elect for personnel to attend the excursion as student mentors and are bound by strict terms and conditions, and strict screening requirements.
- c) you acknowledge and understand the advertising terms related to sole sponsorship of a School of Wanderers excursion and agree to these terms as set out in the sponsorship agreement, with mutual agreement made by signature from TikvahFIDE Pty Ltd, Tikvah Education Australia Foundation Limited, and executive leadership of the sponsoring party/parties.
- d) you acknowledge and understand that sole sponsorship must be in connection with a single organisation.
- e) you acknowledge and understand that sponsorship by more than one organisation for a single School of Wanderers excursion does not permit sponsors to elect personnel to attend the excursion as student mentors unless organisations are working collaboratively in a single partnership to reach the financial requirements of the sponsorship and make a combined effort to pay the sponsorship in full.

## 7) Refund

- a) you acknowledge and understand that a refund from a charitable organisation, such as Tikvah Education Australia Foundation Ltd, is not a legal obligation.
- b) in agreeing to these terms and conditions by your use of the website and your financial gesture of donating to the cause, you acknowledge that prior to making your donation, you carefully considered the charitable cause of the Foundation and donated with full knowledge of the services of the Foundation.

- c) you therefore acknowledge and accept that Tikvah Education Australia Foundation Ltd, or its affiliate company, TikvahFIDE Pty Ltd, does not give refunds for donations to the Foundation.
- d) in extenuating circumstances, such as in the case of natural disaster, international unrest, or other unforeseeable circumstances where the excursion must be cancelled, excess funds remaining from the excursion are directed to future School of Wanderers excursions or other charitable purposes of the Foundation or is refunded to the sole sponsor (corporate).

## 8) Copyright and Intellectual Property

- a) the Website, the Services and all of the related products of Tikvah Education Australia Foundation Ltd are subject to copyright. The material on the website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the services and compilation of the website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the services are owned or controlled for these purposes and are reserved by TikvahFIDE Pty Ltd, Tikvah Education Australia Foundation Ltd, or its contributors.
- b) all trademarks, service marks and trade names are owned, registered and/or licensed by TikvahFIDE Pty Ltd and Tikvah Education Australia, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a user of the website to:
  - (1) use the Website for your own personal and non-commercial use; and
  - (2) use the Website pursuant to the Terms; and
  - (3) copy and store the Website and the material contained in the Website in your device's cache memory; and
  - (4) print pages from the Website for your own personal and non-commercial use.TikvahFIDE Pty Ltd and Tikvah Education Australia Foundation Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Tikvah Education Australia Foundation Ltd.
- c) Tikvah Education Australia Foundation Ltd retains all rights, title, and interest in and to the Website and all related services. Nothing you do on or in relation to the Website will transfer any:
  - (1) business name, trading name, domain name, trade mark, industrial design, patent, registered design, or copyright, or

- (2) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (3) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- d) you may not, without the prior written permission of Tikvah Education Australia Foundation Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Products or Services or third-party Products or Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the website, which are freely available for re-use or are in the public domain.

## 9) Privacy

This Privacy Policy applies to all personal information collected by TikvahFIDE Pty Ltd and Tikvah Education Australia Foundation Ltd via the website located at [www.tikvaheducationaustralia.com.au](http://www.tikvaheducationaustralia.com.au)

### a) what is personal information?

i) the Privacy Act 1988 (Cth) currently defines “personal information” as meaning information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (1) whether the information or opinion is true or not; and
- (2) whether the information or opinion is recorded in a material form or not.

b) if the information does not disclose your identity or enable your identity to be ascertained, it will in most cases not be classified as “personal information” and will not be subject to this privacy policy.

### c) what information do we collect?

The kind of personal information that we collect from you will depend on how you use the Website. The personal information which we collect and hold about you may include credit card, visa, or EFT information. Where your personal information is published on the website by TikvahFIDE Pty Ltd or Tikvah Education Australia Foundation Ltd, a permission to publish declaration is first obtained. This personal information we hold about you may include information such as, but not limited to, your name and identifying photographs that form part of your participation in the Services of this Website.

- d) how we collect your personal information
  - i) we may collect personal information from you whenever you input such information into the Website.
  - ii) we also collect cookies from your computer which enable us to tell when you use the Website and also to help customise your Website experience. As a general rule, however, it is not possible to identify you personally from our use of cookies.
- e) purpose of collection
  - i) the purpose for which we collect personal information is to provide you with the best service experience possible on the Website.
  - ii) we customarily disclose personal information only to our service providers who assist us in operating the Website. Your personal information may also be exposed from time to time to maintenance and support personnel acting in the normal course of their duties.
  - iii) by using our Website, you consent to the receipt of direct marketing material. We will only use your personal information for this purpose if we have collected such information direct from you, and if it is material of a type which you would reasonably expect to receive from us. We do not use sensitive personal information in direct marketing activity. Our direct marketing material will include a simple means by which you can request not to receive further communications of this nature.
- f) access and correction

Australian Privacy Principle 12 permits you to obtain access to the personal information we hold about you in certain circumstances, and Australian Privacy Principle 13 allows you to correct inaccurate personal information subject to certain exceptions. If you would like to obtain such access, please contact us as set out below.
- g) complaint procedure

If you have a complaint concerning the manner in which we maintain the privacy of your personal information, please contact us as set out below. All complaints will be considered by the CEO and the Board of Directors of the Foundation, and we may seek further information from you to clarify your concerns. If we agree that your complaint is well founded, we will, in consultation with you, take appropriate steps to rectify the problem. If you remain dissatisfied with the outcome, you may refer the matter to the Office of the Australian Information Commissioner.

h) how to contact us about privacy

If you have any queries, or if you seek access to your personal information, or if you have a complaint about our privacy practices, you can contact us through: korinne@tikvah.com.au or samantha@tikvah.com.au

10) General Disclaimer

- a) nothing in the Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- b) subject to this clause, and to the extent permitted by law:
- (1) all terms, guarantees, warranties, representations, or conditions which are not expressly stated in the Terms are excluded; and
  - (2) TikvahFIDE Pt Ltd or Tikvah Education Australia Foundation Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- c) use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of TikvahFIDE Pty Ltd or Tikvah Education Australia Foundation Ltd make any express or implied representation or warranty about the products or services referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (1) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (2) the accuracy, suitability or currency of any information on the website, the services, or any of its services related products (including third party material and advertisements on the website);

- (3) costs incurred as a result of you using the Website, the Services or any of the Products of Tikvah Education Australia Foundation Ltd; and
- (4) the Services or operation in respect to links which are provided for your convenience.

#### 11) Limitation of Liability

- a) TikvahFIDE's total liability arising out of or in connection with the Products or Services or these terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Products or Services to you.
- b) you expressly understand and agree that Tikvah Education Australia Foundation Limited and its affiliate company TikvahFIDE Pty Ltd, Directors, employees, agents, contributors, and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

#### 12) Indemnity

- a) you agree to indemnify Tikvah Education Australia Foundation Ltd, TikvahFIDE Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
  - (1) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
  - (2) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
  - (3) any breach of the terms.

#### 13) Dispute Resolution

- a) compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).



b) notice:

A party to the Terms claiming a dispute has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

c) resolution:

On receipt of that notice by that other party, the parties to the Terms must:

- (1) within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (2) if for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the accredited mediation body or his or her nominee;
- (3) the Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (4) the mediation will be held in Sydney, Australia.

d) confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

e) termination of mediation:

If 30 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

#### 14) Venue and Jurisdiction

The Services offered by Tikvah Education Australia Foundation Ltd and TikvahFIDE Pty Ltd is intended to be viewed by residents of Australia and international locations. In the event of any dispute arising out of or in relation to the website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

#### 15) International Arbitration

Any dispute, controversy or claim arising out of, relating to, or in connection with Tikvah Education Australia Foundation Ltd and TikvahFIDE's products or services, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be one. The number of arbitrators shall be three (3) arbitrators. Tikvah Education Australia Foundation Ltd and TikvahFIDE Pty Ltd are not liable for any expenses incurred for subsequent international travel.

#### 16) Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted, and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

#### 17) Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

#### 18) Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

#### 19) School of Wanderers (Tikvah Education Australia Foundation Ltd)

School of Wanderers is a service of Tikvah Education Australia Foundation Limited which is serviced by executive staff and teachers of TikvahFIDE Pty Ltd.

a) School of Wanderers provides the following products and services:

- i) free interstate (Australia) and international excursions for educationally disadvantaged public-school students.
- ii) school enrolment by different categories of disadvantaged students in the future when established as a physical, registered school.

- b) sponsorship selection for School of Wanderers excursions is determined by the Foundation's Board of Directors in collaboration with TikvahFIDE's executive staff.
- c) sponsorship selection is influenced by:
  - i) School attendance.
  - ii) Engagement and participation at school.
  - iii) Engagement and participation in HoTLaNe lessons.
  - iv) Suitability of the excursion for the students academic, social and emotional needs.
- d) the purpose of School of Wanderers is to provide immersed learning opportunities and an international world view to inspire disadvantaged children and youth to make positive decisions for their education and future.

#### 20) HoTLaNe Academy (Tikvah Education Australia Foundation Ltd)

The HoTLaNe Academy is a service of Tikvah Education Australia Foundation Limited which is serviced by executive staff and teachers of TikvahFIDE Pty Ltd.

- a) the HoTLaNe Academy provides the following products and services:
  - i) free one-on-one literacy and numeracy instruction within the guidelines of the category of enrolment (see HoTLaNe Academy enrolment procedures).
  - ii) eligibility for sponsorship for a School of Wanderers excursion.
  - iii) personalised programs implemented by accredited teachers.
  - iv) data-informed practice.
  - v) collaborative practice between teachers, schools and allied health professionals.

#### 21) TikvahSCHOLAR (Tikvah Education Australia Foundation Ltd)

TikvahSCHOLAR is a service of Tikvah Education Australia Foundation Limited which is serviced by executive staff and teachers of TikvahFIDE Pty Ltd. TikvahSCHOLAR has not yet been launched.

- a) TikvahSCHOLAR provides the following products and services:
  - i) 12-month intensive professional development program for pre-service teachers. (scholarship).
  - ii) immersed instruction in evidence-based practice to support the development of literacy and numeracy skills amongst primary and high-school public school students.
  - iii) immersed instruction in how to integrate the Curriculum into the National Literacy & Numeracy Learning Progressions (ACARA) version 3 (opposite to the current practice of integrating the Progressions into the Curriculum).
  - iv) extensive work-experience.

v) personalised professional development opportunities and personalised achievement reports consistent with AITSL standards.

Policy Prepared By:  
Samantha Patrick



Founder CEO & Teacher  
Chairman and Director of the Board

In collaboration with:  
Korinne Vitnell



Global Community Engagement Officer  
& Executive Assistant to CEO  
Secretary & Director of the Board

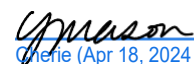
Jotham Kingston



Jotham (Apr 18, 2024 09:25 GMT+10)

Teacher  
Director & Member of the Board

Cherie Mason



Cherie (Apr 18, 2024 07:29 GMT+10)

Teacher  
Director & Member of the Board

Kastle Mainey



Kastle (Apr 18, 2024 06:32 GMT+10)

Teacher  
Director & Member of the Board

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*Bringing Hope to Children & Youth*

Affiliate Company

# TikvahFIDE

**Samantha Patrick**  
Founder CEO & Teacher

*Tikvah Education Australia Foundation Ltd  
& TikvahFIDE Pty Ltd*

**Mobile:** 0422 031 546

**Website:** [www.tikvaheducationaustralia.com.au](http://www.tikvaheducationaustralia.com.au)

**Website:** [www.tikvahfide.com.au](http://www.tikvahfide.com.au)

**Facebook:** [www.facebook.com/tikvaheducationaustralia](https://www.facebook.com/tikvaheducationaustralia)

**Email:** [samantha@tikvah.com.au](mailto:samantha@tikvah.com.au)