



NORD ANGLIA INTERNATIONAL SCHOOL MANILA ADMISSIONS TERMS AND CONDITIONS

Definitions in the Legal Information

“**Parents/Guardians**” means the parent or legal guardian making this application.

“**School**” means the school providing educational services under this application.

“**Student**” means the child/children for whom Parents/Guardians are applying.

“**School Material**” means the School website and marketing and operational materials (but excluding School Policies and Rules) provided to Parents/Guardians.

Schools Obligations

The School undertakes to provide education as described on the School website and in marketing materials provided to Parents/Guardians (“School Material”). The School reserves the right to amend the School Material from time to time and any reference to the School Material herein is a reference to the most up-to-date School Material. Nothing contained in the School Material binds the School to any specific procedures or policies, and nothing in the School Materials creates an enforceable contractual obligation, express, implied, unilateral, or otherwise between Parents/Guardians and the School.

School Policies and Rules (that are expressly identified as such) shall form part of these terms and conditions as if they were set out herein. The School shall have the right to update the School Policies and Rules from time to time. In case anything set out in School Policies and Rules contradicts with the provisions of these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

Compliance with School Policies and Rules

I/We agree to:

- (a) support and abide by the School’s stated philosophy, goals and objectives;
- (b) comply with the School Rules and regulations to the extent that I/we am/are notified and apply to me/us; and
- (c) ensure that the Student will comply with School’s behavior policy/code of conduct and applicable rules and regulations. In the case of serious non-compliance with the School rules and regulations, the School reserves the right to suspend or expel the Student. In this event, the School may decide, at its sole discretion, not to provide any refund or reduction of fees already paid or which are payable to the School.

Collection from School

The School will use its best endeavours to ensure that only those persons authorised by the Parents/Guardians to collect the Student from School are able to do so.

Approval from Parents/Guardians

I/We agree that if any matter requires our approval or notification to us, it will be sufficient for the School to obtain approval from or notify one of us (as applicable).

Liability Waiver

I/We agree that the Student attends the School at his/her own risk and that the School is not liable in respect of any injury that may occur to the Student whilst attending the School or participating in activities (organised by the School and/or a third party), except to the extent that the injury arises as a direct result of the negligence of the School, its officers, its employees, and its agents.

I/We further release and agree to hold the School harmless and indemnify the School, its officers, its employees, and its agents from any liability and/or injuries sustained by the Student, including related expenses and attorney's fees. The School will not be responsible for any loss or damage to the Student's personal belongings.

I/We acknowledge that there are other educational services that exist in the market and that the School is not the sole establishment by which the Student can receive educational services.

Theft

The School shall not be responsible in the case of items that are stolen or otherwise lost or missing including, without limitation, money, jewelry, computers and personal electronic devices, mobile phones and/or valuable objects.

The School has no responsibility for safekeeping of personal effects of the Student or the Student's parents.

Payment of Fees

- (a) I/We confirm that we have received a copy of the fee schedule and associated terms and conditions of the School (the "Schedule of Fees"), the terms of which are incorporated by reference herein, and agree that I/We will adhere to the terms and conditions of the Schedule of Fees.
- (b) I/We agree that all fees shall be paid in accordance with the Schedule of Fees. Subject to applicable regulations, the School reserves the right to amend the Schedule of Fees from time to time and any reference to the Schedule of Fees herein refers to the most up-to-date Schedule of Fees.
- (c) The School reserves the right to cancel the enrolment of any Student or not to accept a student into the School for any reason or for no reason at any time before all applicable fees have been paid in full.
- (d) In the event of any inconsistency between these terms and conditions and those set out in the Schedule of Fees, the later Schedule of Fees shall prevail.
- (e) The School does not accept payments from any sanctioned bank account listed and periodically updated on <https://sanctionssearch.ofac.treas.gov>, or payments originating from countries sanctioned by the United States Department of the Treasury Office of Foreign Asset Control (currently including the Crimea, Cuba, Iran, North Korea, Sudan and Syria).

Withdrawal and refund of fees

- (a) I/We agree to give the requisite notice as set out in the Schedule of Fees to the School prior to any withdrawal of the Student from the School.
- (b) In the event of withdrawal, the School will only refund fees as set out in the incorporated Schedule of Fees.
- (c) In the event of a refund of fees, the School will refund (by bank transfer) (i) to the parent/guardian/company whose name appears in the payment document as payer of that year's fees without obtaining prior approval from the parent/guardian, and (ii) to the bank account used by such parent/guardian/company. The School will not wire or transfer refunded fees or other monies to another person or entity.



Inspection

I/We authorize the School to inspect and conduct a search of any place or item on the School campus or any School-related event, including but not limited to the Student's locker, book bag, backpack, clothing, vehicle, computer, or personal electronic devices. Inspections or other searches may be conducted by the School on a routine or random basis or as deemed to be reasonably necessary.

I/We acknowledge that the Student must provide any passwords, combinations, or other access information required to inspect such places or items.

I/We further authorize the School to seize and permanently retain property discovered by an inspection or search which is considered potentially harmful, dangerous, illegal to possess, inappropriate, or the possession of which is a violation of the School's rules, community standards, and/or local, state, provincial, federal, national, or any other governmental law.

School Activities:

I/We agree to allow the Student to participate in all of the School's compulsory activities, including residential and outside school trips. The School agrees to give prior notification for outside school trips. Any costs involved relating to such activities shall be notified to Parents/Guardians by the School.

Change of Details

I/We agree that:

- (a) any changes to the Student's particulars, including identifying information, medical history, food preferences, and allergies, shall be advised in writing as soon as possible to the School; and
- (b) any change of my/our contact details and/or emergency contact shall be immediately notified to the School.

Medical

- (a) I/We agree that (i) all medical information disclosed to the School is true and correct, and (ii) a timely update of all changes to medical and contact information will be provided to the School.
- (b) I/We consent to the processing of medical data relating to the Student.
- (c) I/We authorize the School and its designated medical care providers to supply medical care as needed for the Student, including but not limited to administration of allergy medications (such as Epi-Pens or diphenhydramine), bandages, over-the-counter medications, and other first-aid items or techniques. If, in the opinion of a properly licensed and practicing physician, the Student needs medical or surgical services which require parental authorization or consent, I/We hereby authorize, appoint, and empower the School to act as my/our agent to furnish on my/our behalf such oral or written authorization as may be so required.
- (d) I/We release and agree to hold the School harmless and indemnify the School, its officers, its employees, and its agents from any liability or injury which may arise from the provision of such medical care, whether performed by the School, its officers, its employees, or its agents, or by any other health-care provider.
- (e) I/We accept that the School, its officers, its employees, and its agents is not liable for any liability as a result of or in connection with or arising in any way from the provision of such or any medical care, whether performed by or on behalf of the School, its officers, its employees, or its agents, or by any other health-care provider.



Failure to Disclose

I/We agree that the failure to disclose relevant information (medical or otherwise) to the School may result in withdrawal of an offer of a place at the School and that in this event, the School may decide, at its sole discretion, not to provide any refund or reduction in fees already paid or which are payable to the School.

General statement regarding truth and accuracy

I/We have legal custody of the Student who is applying to attend the School, or I have the legal custodian's consent.

I/We certify that all information contained in this application is complete and correct. Should it be determined that Parents/Guardians have provided materially incomplete or untruthful information to the School, the School may decide, at its sole discretion, to cancel the Student's enrolment and not to provide any refund or reduction in fees already paid or which are payable to the School.

Force Majeure

I/We acknowledge that the School's duties and obligations provided herein shall be suspended immediately and without notice during all periods that the School is closed because of force majeure events including but not limited to, any fire, weather conditions, war, governmental action, acts of terrorism, epidemic, pandemic, or any other event beyond the School's control. If such an event occurs, the School's duties and obligations provided herein will be postponed until such time as the School, in its sole discretion, may safely reopen. In the event that the School cannot reopen due to an event under this clause, the School is under no obligation to refund any portion of the fees paid. Unless otherwise indicated by the School, during any force majeure event, I/We acknowledge that I/We are solely responsible for the safety and well-being of the Student.

Where on-campus education is not possible as a result of the Force Majeure Event for a period of more than 7 days (the "FM Period"), the mitigation steps to be taken by the school may include the provision of virtual schooling, as determined by the school, and to be deployed in accordance with the School's virtual school experience policy from time to time.

It is acknowledged and agreed that the provision of such virtual schooling by the School shall be the agreed replacement for on-campus learning during the FM Period.

Enforceability of Terms and Conditions

Neither failure by the School to enforce any of the Terms and Conditions contained herein or in the incorporated Schedule of Fees, nor oral statements or actions made by or on behalf of the School, its officers, employees, or agents shall constitute a waiver of the right to enforce any provision contained herein.



Entirety of Terms and Conditions

I/We acknowledge that these Terms and Conditions contained herein or in the incorporated Schedule of Fees constitute the entire understanding between me/us and the School. No amendments or modifications to these documents shall be made except by written agreement executed by all parties. No promises, terms, conditions, or obligations exist or are created other than those contained herein or in the incorporated Schedule of Fees. The Terms and Conditions contained herein and in the incorporated Schedule of Fees shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties with respect to the subject matter addressed herein. I/We acknowledge that the Terms and Conditions contained herein and in the incorporated Schedule of Fees may be updated or amended by the School (as determined by the School at its discretion). Any reference to the Terms and Conditions or the Schedule of Fees herein is a reference to the most up-to-date Terms and Conditions and/or Schedule of Fees.

Governing Law

The Terms and Conditions contained herein and in the incorporated Schedule of Fees shall be governed under the laws of the jurisdiction in which the School is located. The venue of any action filed concerning facts arising out of the services provided under this agreement shall lie exclusively within the courts where the School is located, to the exclusion of all other courts, and the parties do consent to jurisdiction there.

Acceptance of an Offer

When an offer is made and accepted, the School will send to the parent/guardians an acceptance letter, along with further information the Parents/Guardians need to be aware of. By enrolling at the School, Parents/Guardians and the Student agree to abide by all policies, terms and conditions as may be issued by the School from time to time.

By ticking this box and signing below, you are agreeing to the terms and conditions detailed above.

Signature over Printed Name

Date

SCHOOL USE OF IMAGES CONSENT FORM

Nord Anglia International School Manila (“School”) uses photos and videos to promote the School to various audiences including on our website and through social media. This gathered done by the School together with Nord Anglia Education Limited and/or its affiliates (“NAE”); together the School and NAE will be referred to as ‘we’, ‘our’ or ‘us’. The School is gathering content to promote NAE and all its schools around the world.

Please tick each box to indicate you have read and accepted the following:

- I understand and am happy that my child will contribute to, create and appear in audio and/or audio-visual material and that my child may be recorded and photographed when taking part.
- I understand that these may be published in a variety of ways by both the School and NAE in any media/ advertisements and other publicity materials, direct mail, including in school communications, promotional videos/magazines and online (including social media such as Facebook/Twitter/Instagram) globally.
- I understand that the School and NAE need editorial control over any material and agree that we may edit, adapt or translate my child’s contribution as they see fit.
- I confirm that I waive all ‘moral rights’ that may exist in the contribution to enable the uses set out above.
- I consent to my child taking part in the creation of this media content.

Agreement

The NAE owns the copyright of any images taken and they will only be used for the purpose/s mentioned above. You may withdraw your consent for the use of images at any time and to do so please get in touch with the School’s representative, TJ Torres at tj.torres@naismanila.edu.ph

Please Note: Conditions for use of images are on the back of the form. By signing this form, you confirm that you have read and understood the conditions of use. (Please see overleaf).

Parent / Legal Guardian Name		Date
Parent / Legal Guardian Signature		
Contact Details		
Name of Student		Age
Student signature (if appropriate)		Date

Conditions of School Use:

- We will store any images in the NAE's image archives and will use them for authorised School and NAE purposes only. We have strict controls over the type of images published and over the use of photographs and videos on our website or on other online media and we will never sell any materials to third parties.
- We are guided by to all relevant data protection regulations and you can find out more about our approach to privacy on our website <https://www.nordangliaeducation.com/our-schools/philippines/manila/international/privacy-policy>
- We may use images for 24 months in active marketing but please note that any content shared on social media or online may remain available for longer than this.
- It is the responsibility of the Parents or the Student to inform the School, in writing, if consent needs to be withdrawn or amended.
- Where appropriate, we may add the name of the Student featured in the photograph/film. We will not include personal email or postal addresses, telephone or fax numbers on our website or in printed publications.
- Consent will be recorded on the School's Management Information System and will be retained no longer than is necessary for the purpose the data was obtained for.

Refreshing your consent:

Consent will be refreshed where any changes in circumstances occur – this can include, but is not limited to, the following:

- New requirements for consent – i.e. an additional purpose other than described above
- Changes to a pupil's circumstances, e.g. safeguarding requirements mean a pupil's image cannot be used;
or
- Any changes in the law

Withdrawal of consent:

If consent is withdrawn the named School representative above will acknowledge receipt of the request in writing by letter or email. The School will delete the file from our image bank within one month of receipt of your request and we will not use it in any new material produced from the date of the letter. Material previously issued which includes the photograph/film may, however, remain in circulation or online, but it will not be included in any future reprints. Where we do not have consent, the Student will be placed on a 'Do not use' list to ensure we respect your rights.

By ticking this box and signing below, you are agreeing to the terms and conditions detailed above.

Signature over Printed Name

Date