



Student Name:

Date of Birth:

Year Group:

## TERMS AND CONDITIONS

### Definitions

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

“**School**” means the Nord Anglia School to which the Parents/Guardians are applying for providing educational services to the Student under this application.

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

### Schools Obligations

The School undertakes to provide tuition 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.

### Compliance with School Rules and Regulations

Parents/Guardians agree to:

- (a) support and abide by the School’s stated philosophy, goals and objectives;
- (b) comply with the School’s rules and regulations to the extent that they are notified and apply to the Parents/Guardians; 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 endeavors to ensure that only the Parents/Guardians themselves or those persons authorized by the Parents/Guardians to collect the Student from School are able to do so.

### Approval from Parents/Guardians

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

### Liability Waiver

Parents/Guardians 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 intention or gross negligence of the School. Parents/Guardians further release and agree to hold the School harmless from, and indemnify the School, its officers, its employees, and its agents for, any liability arising in relation to and any damages or losses incurred by injuries sustained by the Student, including related expenses, costs and attorney’s fees. The School will not be responsible for any loss or damage to the Student’s



personal belongings. Parents/Guardians 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, jewellery, computers and personal electronic devices, mobile phones and/or valuable objects. The School has no responsibility for safe-keeping of personal effects of the Student or the Student's parents.

### **Payment of Fees**

- (a) Parents/Guardians confirm receipt of 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 Parents/Guardians will adhere to the terms and conditions of the Schedule of Fees.
- (b) Parents/Guardians agree that all fees shall be paid in accordance with the Schedule of Fees. 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) Parents/Guardians agree to give the requisite notice as set out in the Schedule of Fees to the School in advance prior to any withdrawal of the Student from the School.
- (b) In the event of withdrawal of the Student, the School will only refund fees which the incorporated Schedule of Fees expressly specifies as refundable.
- (c) In the event of a refund of fees, the School will refund (by bank transfer) 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. The School will not wire or transfer refunded fees or other monies to another person or entity unless the parent/guidance/company whose name appears in the School's payment documents certifies in person and in writing that the refunded payments can be paid to another person or entity.

### **Inspection**

Parents/Guardians 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. Parents/Guardians acknowledge that the Student must provide any passwords, combinations, or other access information required to inspect such places or items. Parents/Guardians 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 any other applicable laws, regulations and policies.



### **Change of Details**

Parents/Guardians 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 contact details of the Parents/Guardians and/or emergency contact shall be immediately notified to the School.

### **Failure to Disclose**

Parents/Guardians 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**

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

Parents/Guardians 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 or reduce any portion of the fees payable. Parents/Guardians acknowledge that, unless otherwise indicated by the School, during any force majeure event, the Parents/Guardians are solely responsible for the safety and well-being of the Student.

### **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**

Parents/Guardians acknowledge that these Terms and Conditions contained herein or in the incorporated Schedule of Fees constitute the entire understanding between the Parents/Guardians and the School. 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.

### **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 Terms and Conditions shall lie exclusively with court of the location in which the School is located.

#### **Acceptance of an Offer**

When an offer is made and accepted, the School will send to the Parents/Guardians an acceptance letter, along with further information the Parents/Guardians need to be aware of. By enrolling the Student 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.

#### **School Activities:**

Parents/Guardians 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.

#### **Medical Terms and Conditions**

1. Parents/Guardians agree and guarantee 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.
2. Parents/Guardians consent to the processing of medical data relating to the Student.
3. Parents/Guardians 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, Parents/Guardians hereby authorize, appoint, and empower the School to act as agent of the Parents/Guardians to furnish on behalf of the Parents/Guardians such oral or written authorization as may be so required.
4. Parents/Guardians release and agree to hold the School harmless from and indemnify the School, its officers, its employees, and its agents for, any damages or losses incurred by, 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.

#### **Privacy Policy**

All personal data collected from the Student and/or the Parents/Guardians in connection with their education at the School will be handled by staff of the School, kept confidential and used by Nord Anglia Education Limited and/or its affiliates (with the School, collectively "NAE") for lawful and relevant purposes including but not limited to:

- verification of a student's academic and other information;
- school administration and operation;
- the organisation, administration and operation of extra-curricular expeditions and activities, including but not limited to making arrangements with third parties for relevant insurance cover, medical assistance, supervision and execution of activities;
- sending communications to parents and students including newsletters and information about events and extra-curricular activities provided by the School or third party providers;
- statistical and research purposes;
- other school related purposes; and
- alumni activities.



If any communications by NAE using any personal data of the Student constitute direct marketing, the School will separately seek your consent where required by law. The NAE may disclose some of the data to third parties such as agencies (including governmental bodies), service providers (including insurance providers, security/medical service providers and third party activity/expedition organisers) and contractors appointed by NAE (whether within or outside the jurisdiction in which the personal data was collected) to undertake some of our academic, pastoral, extra-curricular and administrative functions. This includes transferring data between affiliates. NAE will not disclose any personal data to any external bodies or organizations unless:

- such disclosure is expressly provided for under this Statement;
- permitted to do so by the student or his/her parent/guardian; and/or
- permitted or required by law.

Personal data may be stored in the School or the School's affiliates' database systems (which may be located within or outside the jurisdiction in which the personal data was collected) and online portals and will form part of the Student's official student records. It may also be stored in online student resources such as the global classroom. Where such personal data is not required to be retained by law, such personal data may be destroyed within 24 months following rejection of the application for the Student or otherwise as required or permitted by law.

If a Parent Teacher Association (PTA) is existing/established, the School may provide such personal data to the relevant PTA for inclusion in the PTA directory and other PTA activities. If a student or his/her parents/guardians do not wish for such data to be included in the PTA directory, the Parents/Guardians shall inform the School in a timely manner.

In the event that a student already has a sibling at the School, the records of such sibling will be updated according to the data provided on the new student's enrolment form where relevant.

Failure to provide the requested data may affect the Students' ability to participate in certain events, activities and expeditions arranged by the School.

All practicable steps will be taken to ensure that personal data held by NAE is accurate. NAE will take all practicable and reasonable steps to ensure security of the personal data and to avoid unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal, erasure or other use.

Students or their parents/guardians may have the right to access or correct personal data held by the School under applicable law. Requests for access and correction should be addressed in writing to the Principal (addressed to the School). The School may levy a charge for accessing the information. The terms of NAE's privacy policy can be found at [www.nordangliaeducation.com](http://www.nordangliaeducation.com).



**Child Photo and Video Disclaimer**

During the Student’s time at the School, the School may take photographs, images, video of them undertaking a wide range of school activities. These will be used in and around school, in places that might be seen by visitors, such as billboard or classroom displays, and on school and group websites for newsletters and updates on events and activities such as sports games, parent or open days, fairs, concerts and performances. Upon signing of these Terms and Conditions by the Parents/Guardians, NAE shall have the right to use such images or videos of the Student without seeking separate consent from the Parents/Guardians, except where the Parents/Guardians raise their express objection to such use towards the School.

The School will store any images and videos in school archives. NAE has strict controls over the type of images and videos published and over the use of photographs and videos on its website and will never sell any materials to third parties. Where the Parents/Guardians raise their express objection to such use towards the School, the Student will be placed on a ‘Do not use’ list to ensure we respects the Student’s rights. The Parents/Guardians may withdraw consent for the use of images or videos at any time by getting in touch with the School’s admissions department.

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In case of any conflicts between these Terms and Conditions and any mandatory requirements under applicable PRC laws, the latter shall prevail.

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I confirm that I have read, understood and agree to the above Terms and Conditions.

Parent/Guardian name:

Parent/Guardian Signature:

Date/month/year: