



THE BRITISH
INTERNATIONAL SCHOOL
BUDAPEST

A NORD ANGLIA EDUCATION SCHOOL

TERMS AND CONDITIONS OF ENROLMENT

School Year 2020/2021

Terms and Conditions of Enrolment

Upon registration for a School Year (which means payment of at least the Registration Fee as provided in Clause 3) enrolling and thereafter re-enrolling students and their parents (or where applicable legal guardians) are bound by the following terms and conditions (“this Contract”). This Contract is effective for one School Year, unless the Student files the re-enrolment form for the next upcoming School Year and pays the respective School Fees (as defined below) in Clause 4.1), as from time to time, for which next period(s) this Contract shall be deemed as extended accordingly without any further action.

The enrolling and re-enrolling students and where applicable their parents or legal guardians (hereinafter together: “Student”) must ensure that they fully understand the terms of this Contract, which is written in English (and, if necessary, take appropriate advice to enable them to do so) before they become bound by its terms under Clause 3.4.

1. Particulars

1.1 The Student shall provide British International School Budapest (the “School”) with their full name, address and age, showing any special medical, accommodation or dietary requirements not later than 30 days prior to his/her contemplated start date of the School (“Start Date of School”).

2. Variations

Save as otherwise expressly provided in this Contract no variation to this Contract shall be binding unless agreed in writing between the School and the Student. Notwithstanding the above the School is entitled to modify this Contract unilaterally from time to time by informing the Student about the new or modified terms by the way of posting the new and/or modified terms of this Contract to the School’s website as indicated in Clause 21.2 below. The School Fees (as defined in Clause 4.1 below) are subject to change by the School as indicated in Clause 4.7 below.

3. Application Fee, Registration Fee and School Deposit

3.1 Application Fee: On Application, the Student shall pay a non-refundable Application Fee in the amount as indicated in the ‘Schedule of Fees’ (see Clause 4.6 below) applicable for the actual School

Year, as from time to time issued by the School. Application Fee shall be paid at the time of application in cash. The Application Fee is not subject to any set-off against any other payment obligation under this Contract.

3.2 Registration Fee: The Student shall pay a non-refundable administrative fee Registration Fee in the amount as indicated in the Schedule of Fees applicable for the actual School Year, as from time to time issued by the School in order to secure the Student’s registration for the School Year. The Registration Fee is not subject to any set-off against any other payment obligation under this Contract.

3.3 This Contract is conditional upon the payment by the Student of the non-refundable Registration Fee which shall not be repayable under any circumstances. By paying the Registration Fee the Student communicates their acceptance of this Contract.

3.4 Upon receipt of such Registration Fee by the School from the Student - or on the Student’s behalf - this Contract shall come into and be of effect.

3.5 School Deposit: Upon registration for its first School Year the Student shall pay a refundable School Deposit to the School in the amount as specified in the Schedule of Fees applicable for the actual School Year to secure potential damages caused by the Student to the School’s premises, the School or other students or any third persons in connection with or during the fulfilment of this Contract. The School is entitled to use the amount of the School Deposit for compensating damages caused by the Student. If during the term of this Contract the School Deposit is used as a whole or in part, for the notification of the School the Student is obliged to make payments necessary to fill up the amount of the School Deposit again until a reasonable deadline as specified by the School to keep it all the time in the amount as specified in the Schedule of Fees. At the time of expiry or termination of this Contract the School shall refund the amount of the School Deposit not used to cover damages caused by the Student within 30 days of termination of this Contract. The School is entitled to use the amount of the School Deposit to offset against any unpaid fees at the time of leaving of the Student.

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4. Balance payment

4.1 “School Fees” are defined as the total of the Application Fee, Registration Fee, Tuition Fee and the School Deposit.

4.2 Tuition Fee for at least the next term/or if opted so by the Student for the whole School Year as adjusted in accordance with Clause 4.8 shall be paid without set-off or deduction of any kind by the Student to the School by the due date of the invoice issued by the School to Student.

4.3 If any amount remains unpaid after its due date of any School Fees, notwithstanding to other consequences as indicated herein, the Student shall pay without set-off or deduction of any kind to the School in addition interest thereon at the rate of 3 per cent compounded and added to capital per calendar month (on a pro rata bases from the due date until the date of payment (irrespective of whether the date of payment is before or after any judgment or award in respect of the same) without prejudice to any other rights or remedies of the School.

4.4 Students are entitled to visit the School and participate in the education only subject to fully paying the School Fees due as indicated in the invoices issued by the School. Students are not entitled to visit the School and enjoy the education services provided by the School as long as any amounts of the School Fees are overdue and unpaid. The School is entitled to suspend the provision of the education services for such Student and not to allow such Student to access the premises of the School or to terminate this Contract with immediate effect.

4.5 All payments shall be made by the Student without offset or deduction of any kind in HUF and/or by transfer to such bank account as the School may from time to time notify to the Student or as indicated on the invoice issued by the School unless it is expressly agreed otherwise with the School. If payments are made in a currency other than denominated on the invoice of the School, the payment actually received by the School must have the same values indicated in the invoice. All foreign exchange charges shall be covered by the Student. The School does not accept payments from any sanctioned bank account as per <https://sanctionssearch.ofac.treas.gov> or payments coming from sanctioned countries (currently Crimea,

Cuba, Iran, North Korea, Sudan and Syria).

4.6 Amount of School Fees for the next School Year are subject to change by the School and reasonable notice will be given of any such change, not later than 45 days before the start of the next School Year. School Fees are published on the web site of the School.

4.7 In the event that the Student registers less than 15 days before his/her Start Date of the School he/she shall pay on registration the full amount of the School Fees for at least the first upcoming full term.

4.8 Subject to the detailed terms of the Schedule of Fees applicable for the actual School Year, as from time to time issued by the School, the Student is entitled to the annual discount offered for full payment of one year’s fees in advance only if such full payment is actually made in due time on or before the payment date as indicated in the respective invoice.

5. Cancellations, terminations by the Student

5.1 No purported cancellation shall be of effect unless in writing (by email, hand delivery or registered postal mail) in legible and unambiguous English and actually received by the School. Any such cancellation shall be of effect only from the date on which it is actually received by the School in writing addressed to the Director of Admissions and Marketing or Business Manager of the School, if by postal mail at Kiscelli köz 17. Budapest, 1037, Hungary. The notice shall be deemed received by the School as regulated by Clause 14.

5.2 This Contract can only be terminated by the Student for the end of a school term regardless of whether the Student is withdrawn part way through the term or if the case may be for the first day of the first term of the respective School Year. The Student has the right to terminate this Contract by at least 2 month notice to the School before the last day of the actual term and/or for the first day of the first term as per the Academic Year Calendar (“Notice Period”). If the School does not receive such two months’ notice, that the following term’s fees become due and payable according to the general rules. Should the Student stop visiting the School for any reason whatsoever before the expiry of the Notice Period or would abandon School without notice, in any case the School is entitled for the Tuition Fees until the end

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of the full Notice Period subject to receiving proper Notice from the Student. The Student is entitled for the refund of Tuition Fees already paid in excess of the Notice Period, i.e. due for the period starting from the expiry of the Notice Period, whether actual or calculated. If the Student terminates this Contract by any reason or abandons School without notice after registration or submitting the re-enrolment form but before commencing his/her studies at the School the Student is not entitled to any refund of any payment already paid which is due until the end of respective Notice Period. The same rule applies for cancellation due to medical reasons or any other cause raising obstacles for the Student to enjoy the benefits of this Contract.

Unless in exceptional circumstances subject to the sole discretionary decision of the School, refund is not given to the Student in the event of the Student's absence from School. Providing refund is subject to the School's absolute discretion after considering the actual circumstances.

In case of providing refund by the School for any reasons, the refund shall be made the earliest 30 days after the last day of the Notice Period.

5.3 Postponement

The Student may not postpone his/her registration or carry forward their School Fees paid to a subsequent School Year at a later date. For the avoidance of doubt, this Clause 5.3 shall remain applicable whatever the reason given for requesting a postponement or carrying forward of School Fees paid including (but without prejudice to the generality of the foregoing) illness arising before or during the School Year.

5.4 Transfer of fees to another student

The Student may not transfer their registration or transfer their School Fees already paid by the Student to another student. For the avoidance of doubt, this Clause 5.4 shall remain applicable whatever the reason given for requesting a transfer of School Fees paid including (but without prejudice to the generality of the foregoing) illness arising before or during the course.

6. Re-enrolment

Every School Year during winter term the Student will be requested to re-enrol for the following academic

year. Re-enrolled Students will be invoiced for the following academic year or at least for the first term by June 15 of the current year. This invoice will become payable by 15 July at latest. If School Fees are not paid by this date, the School cannot guarantee to hold a place for the Student and may consider this Contract terminated. Paying the School Fees for the first term is a condition precedent for the commencement of the respective School Year by the Student at the School.

7. Termination by the School

7.1 The School shall be entitled forthwith to terminate this Contract by written notice to the Student if:

(a) payment of 100% of the total balance of School Fees due has not been made by at least as of the Start Date of the School Year or by the beginning of any of the School Terms respectively; or

(b) without prejudice to Clause 7.1(a) the Student commits any breach of the provisions of this Contract (including but not limited to a breach where the School considers in its absolute discretion that the Student has infringed any of the Code of Conduct of the School (the 'Code of Conduct') and in the case of a breach capable of remedy without risk of detriment to other students as perceived in its absolute discretion by the School fails to remedy the same within 14 days (where the breach has occurred prior to the start date of the School Year) or within 48 hours (where the breach has occurred on or after the start date of the School Year) after the giving of a written notice detailing the breach and requiring the same to be remedied.

7.2 For the purpose of Clause 7.1(b) a breach shall be considered capable of remedy if the Student can comply with the provision in question in all respects other than as to time and performance (provided that time and performance is not of the essence).

7.3 Any waiver by the School of any breach of any provision of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

7.4 The rights to terminate this Contract conferred by this Clause 7 shall be without prejudice to any other right or remedy of the School in respect of the breach concerned and any other breach.

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8. Consequences of complete or partial termination

8.1 The School accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clauses 5 or 7.

8.2 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination neither party shall have further obligations to the other under this Contract following termination thereof save as provided in Clause 26 Continuing Obligations.

9. The Student's responsibilities

9.1 The Student undertakes with the School:

(a) if requested by the School to provide satisfactory (to the School) references in respect of the Student;

(b) to behave responsibly and not to damage any property belonging to the School or to any other person;

(c) to fully indemnify the School against any loss or damage to the premises, furniture or other property of the School or of any other person by the Student or ensuing as a reasonably (in the opinion of the School) foreseeable consequence of any act or omission of the Student and to indemnify the School against any and all claims or costs in respect thereof;

(d) not to undertake any activity that may be liable (in the opinion of the School) to bring the School, or other schools of Nord Anglia Education into disrepute;

(e) to treat the facilities and the premises of the School and all other persons with care and respect for the privacy of their residents (where applicable) and not interfere with or gain access to or attempt to gain access to those parts of the premises of the School to which 'private use or access' are indicated by the School as unauthorized;

(f) not to smoke in any part of the School venues; in the event of noncompliance, smoke detectors may trigger the alarm; should the Fire Service levy a fine for unnecessary attendance the right is reserved to pass this charge to the Student; the legal age for smoking in Hungary is 18 years old, and it is illegal to smoke in

any school or in the near proximity of a school;

(g) without prejudice to Clause 9.1(f) not to commit any act which breaches the criminal law of, or infringes the personal rights or civil rights of any other person under the laws of Hungary;

(h) to follow all instructions communicated or otherwise published by or on behalf of the School with respect to (without limitation) security, health and safety regulations and personal and public safety;

9.2 As provided in Clauses 7 the School reserves the right at any time to exclude from the School and the premises of the School and terminate this Contract in respect of any Student whose behaviour is, in the opinion of the School, unacceptable or an unacceptable nuisance or annoyance to other Students or to others on the premises of the School subject to following a disciplinary procedure and Clause 5 (no refunds) shall apply.

9.3 The Student is bound by the Code of Conduct and such other rules or regulations as may be notified to them whether before or after registration for a School Year. Failure to abide by the Code of Conduct is aimed to be dealt with immediately and may lead to expulsion from the School and termination of this Contract pursuant to Clauses 7, 8 and 9.

9.4 The School reserves the right to refer instances of what it perceives to be obstructive, disruptive or aggressive behaviour by the Student to the appropriate authorities or security staff and/or the local police.

9.5 Without prejudice to any other provision of this Contract, the Student shall at all times indemnify and keep indemnified the School against all expenses, costs, claims, damage and loss arising from or in connection with any act or omission of the Student.

10. Code of Conduct

10.1 All students are bound by the Code of Conduct published by the School, a copy of which will be made available to all students on request.

10.2 By paying the Registration Fee referred to in Clause 3 of this Contract the Student also confirms that he/she has read and agrees to abide by our Code of Conduct.

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11. Limitation of liability

11.1 The School shall not be liable to the Student for any damages, loss, costs, expenses, claims or proceedings howsoever arising and whether actual or contingent arising in connection with the performance or contemplated performance of this Contract except for death or personal injury resulting from negligence of the School, its employees, agents, consultants, subcontractors or suppliers whilst acting within the scope of or in the course of their employment or contract.

11.2 Without limiting the generality of this Clause 11 or of the Contract as a whole, the School will not accept liability in the following circumstances:

- (a) loss of or damage to personal belongings;
- (b) if the failure or breach of this Contract is in whole or in part the fault of the Student;
- (c) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond the School's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or
- (d) if the failure or breach of this Contract is in whole or in part attributable to any event which the School or the supplier of any service, even with all reasonable care, could not foresee or forestall.

11.3 Where the School makes any payment to the Student arising from this Contract, by the acceptance of such payment the Student thereby assigns to the School or its insurers any rights it may have to pursue any other third party. The Student must thereafter provide the School and its insurers with all assistance required.

12. Force majeure

Without prejudice to Clause 11, the School shall not be deemed to be in breach of this Contract or otherwise be liable to the Student for non-performance or part-performance only or delay in performance of any obligation under this Contract arising out of circumstances beyond its control which it has notified at any time to the Student including but not limited to occurrences or threatened or suspected occurrences of activities of suspected terrorists, human or animal

disease, fire or flood, disruption to traffic, withdrawal or non-availability of services or facilities by any third party, or direction of any competent local or national authority or fear of any such.

13. Assignment

13.1 This Contract is personal to the Student who may not assign or dispose of any of their rights and/or claims hereunder or sub-contract or otherwise delegate any of their obligations hereunder.

13.2 The School shall be entitled to assign the benefit and/or burden of this Contract to any person or company without requiring any consent of the Student.

14. Notices and service

14.1 Any notice or other information required or authorised by this Contract to be given by either party to the other may be given by hand or sent (by registered letter by post or email) to the other party at their address as stated in the last communication received from them. [Parties accept notices sent by simple email without electronic signature.]

14.2 Any notice or other information given by post is deemed delivered in 5 days after given it to the post.

14.3 Any notice or other information sent by email or comparable means of communication shall be deemed to have been duly sent on the date of transmission provided that a confirmation of receipt is received or a confirming copy thereof is sent by registered letter by post to the other party within 24 hours after transmission.

14.4 Service of any legal proceedings concerning or arising out of this Contract may be effected by causing the same to be delivered to any address provided by the Student or its parent or legal guardian or to such other address as may from time to time be notified in writing by the party concerned.

15. Governing law and jurisdiction

The interpretation and performance of this Contract shall be subject in all respects to Hungarian law and the Student hereby submits to exclusive jurisdiction of the competent Hungarian ordinary courts in respect of any difference or dispute that may occur as between the parties to this Contract in relation to

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this Contract or any other matter. Notwithstanding the above it is acknowledged by the parties that the School is registered in Hungary as a public foreign school for which section 90 (2) of Act No.190 of 2011 on Public Education is applicable.

16. General

Nothing in this Contract shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the School and the Student or any other person. Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in this Contract are for convenience only and shall not affect its interpretation.

17. Alterations

The School reserves the right to make alterations without prior warning to their academic and extracurricular timetables depending on the availability of lecturers and other staff and other factors as well as to the Code of Conduct.

18. Insurance

18.1 It is highly recommended for the Student to be at all times comprehensively insured to cover all costs and consequences of liability, personal accident, damage/theft/loss of personal belongings, expenses, recovery of School Fees paid if absent due to medical reasons for more than five consecutive days.

19. Visas

The non-EU Students are strongly advised to ensure that they have an appropriate visa for study in Hungary covering the School Year and that they can comply with all other Hungarian entry and residence requirements before payment of any fees to the School as under no circumstances will any refund be made on grounds of lack of visa or similar travel documents required to study in Hungary legitimately.

20. Representation

The Student undertakes with the School not to make trade mark use of any name, trade mark or logo of the

School or Nord Anglia Education.

21. Communication of this Contract

21.1 The School shall communicate to the Student the terms contained in this Contract in several ways in order to ensure that such terms are successfully received and understood.

21.2 Specifically, this Contract will be:

(a) presented every day online on our website as a link which may be viewed and printed off in full at any time; and

(b) presented as a hyperlink as a part of the online application process with the website coding written such that registration is not possible without a tick box being checked by the Student thereby signalling agreement; and

22. Marketing, photography and videos

22.1 Notwithstanding to Clause 23 the Student agrees to participate in promotional activities undertaken by the School or Nord Anglia Education which include photography, videoing, recording and other such activities which can be published on websites, newsletters and marketing materials.

22.2 Where desired the Student is able to opt out in advance of involvement in such marketing when enrolling to the School or any time thereafter by express written statement made by the parent or legal guardian of the Student.

23. Press / media

The Student shall not during their School Year make any statement or give any interview to the media or publish any material whether online or otherwise in relation to the School or any of its employees, members or workers or its clients or business referrers without the prior written consent of the director of the School, and shall remove or recall all such material which has been so published immediately upon being asked to do so by or on behalf of the School insofar as it is within the Student's power to do so.

24. Medical, Religious, Disability, Learning and other Policies and Procedures

24.1 It is extremely important that the Student familiarises themselves with information regarding

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the medical, religious, disability, learning and other policies and procedures as presented on the School website at www.nordangliaeducation.com/our-schools/budapest. This webpage contains very important information for the Student to consider carefully prior to enrolling on to the School.

24.2 The School will request the parents/ legal guardians of all Students to complete a medical and dietary information form prior to the Student's admission to the School. It is essential to the safety and wellbeing of each Student that their form is completed accurately and fully.

25. About the School

25.1 The School is incorporated in Hungary as a public foreign school accredited by Edexcel under OM number: 200202 with its registered office at Kiscelli köz 17., Budapest 1037, Hungary.

25.2 Maintainer of the School is British International School Foundation, member of the Nord Anglia Education group.

26. Continuing obligations

26.1 The following provisions of this Contract shall survive expiry at termination of this Contract howsoever they arise and shall continue in force indefinitely:

Clause 4 (Balance payment), Clause 7.4 (Termination), Clause 8 (Consequences of complete or partial termination), Clause 9.1 (c) and (h) (The Student's responsibilities), Clause 9.3 and 9.4 (The Student's responsibilities), Clause 10 (Code of Conduct), Clause 11 (Limitation of liability), Clause 15 (Governing law and jurisdiction), Clause 20 (Representation), Clause 22 (Marketing, photography and videos).

27. Definitions and interpretation

In this Contract the following words and phrases shall bear the following meanings:

27.1 "this Contract" means the terms and conditions contained herein.

27.2 "the Student" means a student to be admitted to a School Year in the educational programme of the School and where she/he is a minor shall include her/his parents or legal guardians.

27.3 "the School Year" means the academic programme of the actual school grade the Student is to be registered for and all its associated activities and arrangements.

27.4 Except where a contrary intention appears, a reference to a Clause or Schedule is a reference to a clause or schedule of this Contract.