

concluded pursuant to Section 269 (2) of Act. No 513/1991 Coll. Commercial Code, as amended, between the following parties:

(A) **Súkromná spojená škola British International School Bratislava**, with its registered seat: J. Valaššana Dolinského 1, 841 02 Bratislava, Slovakia, ID no: 30795371 (*the "School"*)

(B) **British International School Bratislava s.r.o.**, with its registered seat: J. Valaššana Dolinského 1, 841 02 Bratislava, Slovakia, ID no: 35 724 129, registered in Commercial Registry held by District Court Bratislava I, Section: Sro, Insert no: 15233/B (*the "founder"*)

and

(C) **Parent/Guardian 1**

Name and Surname:

Permanent Residency:

Telephone Number:

E-mail:

Parent/Guardian 2

Name and Surname:

Permanent Residency:

Telephone Number:

Email:

(*the "Parents/Guardians"*)

Student

Name and Surname:

Permanent Residency:

Date of Birth:

(*the "Student"*)

hereinafter the School, the founder and the Parents/Guardians shall be jointly referred to as the "*Parties*" and each of them individually as the "*Party*".

WHEREAS

- a) the School is a legal entity established and existing under the Slovak law registered in the official network of schools and school facilities maintained by the Ministry of Education, Science, Research and Sport of the Slovak Republic (*the "Ministry"*) and is entitled to provide its Students with a high-quality education, schooling services and extracurricular activities according to the international educational programme approved by the Ministry (*the "educational services"*);
- b) the Parents/Guardians submitted the Application Form to the School in line with the School admission process and expressed their wish to enrol the Student in the School and its educational process, schooling services and extracurricular activities (*the "educational process"*);

the Parties hereby jointly agreed to abide themselves and the Student by the following provisions of this Education Agreement:

1. DEFINITIONS

1.1 "*the Education Agreement*" means the terms and conditions contained herein. Upon registration for a School Year (enrolling to the School and thereafter re-enrolling to the following School Year), the Students and their Parents/Guardians are bound by the terms and conditions stipulated herein as may be amended by the School from time to time according to this Education Agreement.

1.2 "*the Education Act*" means Act No. 245/2008 Coll. on Education and Training, as amended.

1.3 "*the Parents/Guardians*" mean the parents or guardians legally having custody of the Student, making an application for a Student to be admitted to the School educational programme, signing this Education Agreement and the Party responsible for the completion of the re-enrolment process.

1.4 "*the School*" means the legal entity providing the educational service to the Students.

1.5 "*the Student*" means a child to be admitted to a School Year in the educational programme of the School for whom her/his Parents/Guardians are applying for registration and thereafter re-enrolling to continue studying in the following School Year.

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

1.7 "*the Year Group*" means the actual School grade the Student is to be registered for and all its associated activities and arrangements in the School Year.

1.8 "*the School Year*" means the academic year consisting of three School Terms, usually lasting from August/September to June of the following calendar year, the School Terms for the respective School Year are published on yearly basis on the School website.

1.9 "*the School Policies and Rules*" means Parent Handbook, School Operational Manual, Virtual Schooling Policy, and other policies setting out the rules and regulations adopted by School and these documents can be found on the School website under Parents' Essentials. The School Policies and Rules (that are expressly identified as such) shall form inevitable part of this Education Agreement 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 the School Policies and Rules contradicts with the provisions of this Education Agreement, the provisions of Education Agreement shall prevail.

1.10 "*the Schedule of Fee*" means a document issued on yearly basis by the School, published on the School website specifying the School fees applicable to the relevant School Year and Year Group, the terms of which are incorporated to this Education Agreement by the reference herein; in the event of any inconsistency between this Education Agreement and those set out in the Schedule of Fee, this Education Agreement shall prevail.

1.11 "*the Enrolment*" means an admission process starting when the School receives an Application Form with all supporting documents necessary for the completion of the registration of the Student at the School, the completion of admission process (the enrolment itself) is subject to payment of Registration Fee and Deposit Fee by the Parents/Guardians.

1.12 "*the Acceptance of the Student to School*" means the formal admittance of the Student to the School confirmed by delivery of an Acceptance Letter issued by the School to Parents/Guardians.

1.13 “the Re-enrolment” means the process where the Parents/Guardians fill in the re-enrolment form of the Student for the next School Year and the Year Group and pay the respective School fees (as defined in the applicable Schedule of Fee for the applicable School Year and the Year Group) and during which they must confirm that they fully understood the terms of this Education Agreement, applicable Schedule of Fee and they became bound by its terms under Clause 20 herein.

2. SUBJECT OF THIS EDUCATION AGREEMENT

2.1 The subject of this Education Agreement is to set out the rights and obligations of the Parties and terms and conditions for the purpose of ensuring the full and proper participation of the Student in the educational process provided by the School.

3. SCHOOL RIGHTS AND OBLIGATIONS

3.1 The School undertakes to:

- a) ensure and maintain proper material, technical and personal conditions necessary for the provision of the educational process in line with the Education Act;
- b) provide the educational services in accordance with this Education Agreement and the School Material; the manner the School provides the educational services may be varied by the School (acting reasonably). If required (as determined by the School at its own discretion), the School may provide the educational services by way of virtual schooling, in accordance with the School Material;
- c) encourage the Student to actively participate and fully engage in the educational process;
- d) inform the Parents/Guardians about the Student’s results achieved in the course of the relevant School Year;
- e) keep a complete and accurate records of the Student’s attendance, results and all completed educational programmes, courses, and School Years;
- f) inform the Parents/Guardians and Students about all valid and effective School Policies and Rules governing the rights and obligations of the Student during his/her participation in the educational process documented in the School Operational Manual (for the avoidance of doubt, an announcement made on the official School website is sufficient for these purposes). Once announced on the website, the Parents/Guardians shall ensure that Students are aware of these documents;
- g) provide the Parents/Guardians with complete and accurate information about the Student’s results, his/her school attendance, compliance or violation of the School Policies and Rules, as well as with information about the overall behaviour of the Student during the educational process.

3.2 The School shall be entitled, mainly but not exclusively, to:

- a) issue and amend the School Policies and Rules (including the School Operational Manual) governing the Student’s participation in the educational process and rights and obligations of the Students and his/her Parents/Guardians;
- b) determine the place and time of the educational process;
- c) determine the type and number of textbooks, teaching materials and school supplies which are needed for the proper participation in the educational process. Parents/Guardians are responsible for ensuring such items which are needed for the educational process of the Student;
- d) not to accept payments from any sanctioned or prohibited parties (e.g. banks, individuals, or companies) as designated by an official government, including the UK, EU, UN, US and the relevant local government.

4. PARENTS/GUARDIANS RIGHTS AND OBLIGATIONS

4.1 The Parents/Guardians undertake to

- a) support and abide by the School’s stated philosophy, goals and objectives;
- b) comply with School Policies and Rules, School Operational

Manual and the obligations under Section 144 (6) and (7) of the Education Act to the extent they are notified to and applicable to the Parents/Guardians;

- c) ensure that the Student will comply with this Education Agreement, School Policies and Rules, School’s behaviour policy/code of conduct and other applicable rules and regulations.

4.2 In case of serious non-compliance with the School Policies and Rules, the School may unilaterally terminate this Education Agreement and suspend or expel the Student from the School. 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.

4.3 By signing this Education Agreement, the Parents/Guardians confirm that they have familiarised themselves with the School Policies and Rules and School Material which are made available for download at the official School website.

4.4 The Parents/Guardians are obliged to:

- a) ensure that Student attends the School and the educational process regularly and punctually;
- b) ensure that the Student complies with the School Policies and Rules and any other documents adopted or followed by the School;
- c) ensure that the Student complies with its rights and obligations as specified in § 144 (1) and (4) of the Education Act, in this Education Agreement, School Material and School Policies and Rules;
- d) ensure that the Student has all necessary school supplies required by the School;
- e) ensure that the Student arrives for the educational process well prepared, with all completed work;
- f) indemnify the School against all damages suffered by reason of wilful or negligent actions or omissions of the Student or his/her Parents/Guardians;
- g) pay School fees for the current School Year within the agreed payment dates as published annually by the School on its official website;
- h) regularly check the School website for any updates and amendments of the School Material, School Policies and Rules and other School relating documents.

4.5 The Parents/Guardians are entitled to:

- a) participate in the Student’s educational process after receipt of prior written approval given by the School Principal;
- b) make suggestions and recommendations on the improvement of the educational process via the yearly Parental Survey or Parent Forums;
- c) request complete and accurate information about the Student’s results, his/her school attendance, compliance or violation of the School Policies and Rules, as well as information about the overall behaviour of the Student during the educational process.

5. ATTENDANCE

5.1 Unless prevented by sickness or other reasons for absence authorised by the School, the Parents/Guardians shall ensure the Student’s regular and punctual attendance and his/her strict compliance with the rules and regulations set out in the Parent Handbook and/or the School Operational Manual or any documents adopted or followed by the School, as well as the dates and deadlines. The Parents/Guardians must inform the School about the reason for Student’s absence with undue delay, no later than on the first day of absence.

6. PAYMENT OF SCHOOL FEES

6.1 School fees consist of:

- 6.1.1 *Registration Fee*: this sum is payable upon initial enrolment and is non-refundable, it is a once only payment.

- 6.1.2 *Application Fee*: this sum is only charged to applicants to whom the School can only offer a place on a waiting list. The Application Fee will be refunded to the Parents/Guardians if the School cannot offer a place to a child until a mutually agreed date with the Parents/Guardians. If the School can offer a place within mutually agreed date and the Parents/Guardians accept it, the School will not charge the Registration Fee and the Application Fee will be treated as the paid Registration Fee. The Application Fee will not be refunded to the Parents/Guardians if the School is able to offer a place by the agreed date, but Parents/Guardians decide not to accept the offered place at School and/or rejected the place offered by the School.
- 6.1.3 *Deposit*: this sum is payable upon enrolment and secures the Student's place at School; the Deposit is kept by the School until the Student leaves, in case of default of payment. The Deposit will be used to cover any outstanding balances on the Student's accounts. If there are no open balances or tuition fee postponements, then the deposit (or its remaining part) will be reimbursed provided the conditions under Clause 6.10 are met. In this case, the Parents/Guardians are required to inform the School of their bank account information.
- 6.1.4 *Tuition Fees*: this includes tuition, textbooks & teaching materials, specialist English language teaching, learning support (except where 1:1 provision is required and agreed), IGCSE and IB exams fees, most trips in the local area. There are other fees connected to the educational offer which are optional, as below:
- 6.1.5 Other Payments for other services provided by the School (extra-curricular activities, instrumental music lessons, residential trips, retakes, remarks, etc.).
- 6.2 The Parents/Guardians agree that all fees shall be paid in accordance with the Schedule of Fee applicable to the respective School Year. The School reserves the right to amend the Schedule of Fee from time to time and any reference to the Schedule of Fee herein refers to the most up-to-date Schedule of Fee.
- 6.3 The failure to comply with any of the payment conditions of the School fees, regardless of whether Parents/Guardians are directly responsible for payment of the School fees or not, gives the School the right to withdraw from this Agreement and/or to suspend the Student from the School until the unpaid School fees are fully paid.
- 6.4 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.
- 6.5 The Parents/Guardians hereby confirm that they have read and understood the Schedule of Fee for the current School Year, published on the School website.
- 6.6 The Parents/Guardians hereby agree that the School fees for each School Year and Year Group may be subject to change upon the sole discretion of the School and its founder. The School and its founder are entitled to review the Schedule of Fee on an annual basis (with exception of payments for other services provided by the School). The Schedule of Fee for the upcoming School Year will be published by School before the beginning of the School Term 3 of the current School Year on the School website under section Admissions.
- 6.7 The Schedule of Fee and other relevant documents are made available to Parents/Guardians on the School website and lay down the underlying payment conditions for the respective School Year. In case the Parents/Guardians do not agree with the increased School fees as published in the Schedule of Fee for the upcoming School Year, they may terminate this Education Agreement pursuant to Clause 19.3 of this Education Agreement.
- 6.8 The School and/or the founder will deliver the invoice for School fees as published in the applicable Schedule of Fee for the relevant School Year or term to the person responsible for the payment as indicated in the Application Form as Financial Contact or in the Responsibility for the School Fee Form.
- 6.9 In case, the Parents/Guardians decide to remove the Student from the School, they are entitled to withdraw from this Education Agreement by giving one (1) term's prior notice in writing before removing the Student from the School. The failure to deliver correct notice of withdrawal or failure to comply with one (1) term's notice period will result in the forfeit of the Deposit.
- 6.10 The School will return the Deposit (or its remaining part) if a one (1) term's written withdrawal notice is given and a confirmation from the Finance Office stating full settlement of all accounts including returning the School property, is received. When the Student completes Year 13, the Deposit will be returned if the Parents/Guardians have fulfilled all their financial obligations towards the School and/or its founder. The Deposit will be returned within one (1) month from the Student's last day at School. The Finance Office will request the confirmation from the Parents/Guardians about the bank account number to return the Deposit and School fees, if applicable. Lost or damaged property will be charged at the replacement cost on the date of the Student's departure from the School.
- 6.11 For existing Students, if there are any outstanding balances, these will be charged against the Deposit. Parents/Guardians will be informed via email and an invoice for the due Deposit will be issued.
- 6.12 The Parties agreed that all the invoices will be delivered electronically to the email address as indicated in the Application Form or in the Responsibility for the School Fee Form, unless agreed otherwise between the Parties or until later change has been notified to School in writing by the Parents/Guardians. The paper versions of invoices will be made available only upon request.
- 6.13 The School will credit the money for any refund for other services to the original beneficiary bank account.
- 6.14 If the Student does not comply with the School Policies and Rules, the School will follow the disciplinary procedure. If the Student has been found guilty of serious misconduct during disciplinary proceedings held by School, the School may permanently exclude the Student from the School. In case the Student is excluded from the School due to serious misconduct, no claim for the refund (or reduction) of any portion of any School fees already paid (or payable) shall arise.

7. STUDENT'S HEALTH

- 7.1 The Parents/Guardians hereby confirm that they have disclosed to the School all relevant medical data about the Student in the section "Medical Info" of the Application Form and will undertake to keep the School informed in writing of any changes to the information provided therein including information about student's health insurance. Parents/Guardians hereby agree that the School shall keep a copy

of Students' health insurance information (card). This is required to ensure the School provides the necessary care and protection of the Student during the educational process. The School Nurse shall hold such records on file, including a copy of student's health insurance card.

7.2 If Parents/Guardians fail to disclose in writing relevant information regarding health information, learning difficulties, behavioural issues or social difficulties that may affect the educational process, the School will enter the discussions with the Parents/Guardians, which may result in the withdrawal from this Agreement by School pursuant to Clause 19.2.3 hereof.

7.3 In the event of an accident to, or serious illness of, the Student, or if the School is unable to contact one of the Parents/Guardians, the Parents/Guardians authorise the School Principal or their authorised representatives to seek unavoidable medical treatment for the Student. The Parents/Guardians agree to pay all medical fees in this respect based on written request.

8. PARTICIPATION IN ACTIVITIES ORGANISED BY THE SCHOOL

8.1 The Parents/Guardians hereby allow the Student to participate in all the School's activities, competitions, trips, and other forms of physical activities organised by the School. If any of these activities involves trips outside of the School premises, the Parents/Guardians agree that prior notification by the School (usually via newsletter) will be sufficient. The Parents/Guardians will take note of any equipment and/or clothing that the Student may need for trips outside of the School premises, and the transport arrangements for the activity.

8.2 The Parents/Guardians hereby acknowledge that participation in sporting activities and competitions, trips and other forms of activity contains a natural risk element, they are aware of that risk.

8.3 During trips outside of the School premises, the Parents/Guardians ensure that the Student understands that he/she must behave responsibly and follow the normal School Policies and Rules and adult supervisor instructions.

8.4 If necessary whilst participating in any trip, the Parents/Guardians hereby consent to the Student receiving the first aid care as considered unavoidable by the person responsible for the first aid on the trip. In extreme circumstances, the Parents/Guardians hereby consent to the Student receiving any unavoidable emergency medical treatment as advised/administered by a medical professional. In such an event, the Parents/Guardians confirm that they understand that the School will notify the emergency contacts provided by the Parents/Guardians in the Student's Application Form as soon as it is safely possible to do so.

8.5 The Parents/Guardians will inform the School in writing immediately about any disabilities or illnesses of the Student which affect his/her ability to participate in sporting activities, competitions, trips, and other forms of physical activity organised by the School.

9. CARE FOR THE STUDENT

9.1 The School shall be liable for the health and safety of the Student to the extent stipulated by applicable laws of the Slovak Republic. Any damage caused by injury that may occur to the Student whilst attending the School, shall be compensated in line with the School's Accident Report and with the applicable laws of the Slovak Republic.

9.2 The Parents/Guardians agree that the School shall not be liable for any loss or damage to the Student's personal belongings unless stipulated otherwise by applicable laws of the Slovak Republic.

10. THEFT

10.1 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/Guardians.

11. FAILURE TO DISCLOSE

11.1 The Parents/Guardians agree that the failure to disclose relevant information in writing (medical or otherwise) to the School may result in withdrawal of an offer of a place at the School pursuant to Education Agreement 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.

12. CHANGE OF DETAILS

12.1 The Parents/Guardians are obliged to immediately inform the School in writing of (i) 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 of (ii) any change to the Parents/Guardians' contact details and/or emergency contact; and/or of (iii) any changes in the person authorised to pick up the Student from School/School Bus, etc.

12.2 In case of such notification failure, the School will not be liable for:

- consequences of the failure to inform Parents/Guardians about accidents or the Student wilfully leaving the School;
- failure to deliver correspondence to Parents/Guardians or nominated contacts (including invoice); in such case correspondence (either electronic or in writing) shall be deemed to be delivered after it is sent to the address known to the School; or
- handing over a Student to a person not authorised to collect him/her.

13. INSURANCE

13.1 It is highly recommended for the Student to be always 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.

14. FORCE MAJEURE (FM)

14.1 The 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, flood, disruption to traffic, withdrawal or non-availability of the services or facilities by any third party, weather conditions, war, governmental action, direction of any competent local or national authority, acts of terrorism, epidemic, pandemic, or any other event beyond the School's reasonable control (the "Force Majeure Event"). If a Force Majeure 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.

14.2 If the School cannot reopen due to a Force Majeure Event, 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, Parents/Guardians acknowledge that

Parents/Guardians are solely responsible for the safety and well-being of the Student.

14.3 Where on-campus education is not possible because of the Force Majeure Event for a period of more than seven (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.

14.4 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.

14.5 The School shall not be deemed to be in breach of this Education Agreement or otherwise be liable to the Parents/Guardians and/or Student for non-performance or part-performance only or delay in performance of any obligation under this Education Agreement arising out of this Force Majeure Event.

15. APPROVAL FROM PARENTS/GUARDIANS

15.1 The Parents/Guardians agree that if any matter requires joint approval or notification to both Parents/Guardians (where applicable), it will be sufficient for the School to obtain approval from one of the Parents/Guardians or notify one of the Parents/Guardians (as applicable). In case of Consent Forms, the Parents/Guardians confirm that approval of one of the Parents/Guardians shall be sufficient.

16. COLLECTION FROM SCHOOL

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

17. ASSIGNMENT

17.1 The School and/or the founder may assign or transfer this Education Agreement or any or all their rights and/or obligations under this Education Agreement to any associated company of the School and/or the founder.

18. DATA PROTECTION

18.1 The Parents/Guardians hereby acknowledge that (i) the School, (ii) the founder and its shareholders Nord Anglia Education Limited and NA Schools Limited and (iii) other companies and schools belonging to Nord Anglia Education Group (the “NAE Group”) are entitled to process personal data of the Student as well as personal data of the Parents/Guardians pursuant to the provisions of the General Data Protection Regulation (GDPR) (EU) 2016/679 and Act No. 18/2018 Coll. on Personal Data Protection, for the purposes associated with the provision of educational services, fulfilment of legal duties, organisation of School’s activities and educational process, fulfilment of the rights and obligations under this Education Agreement, School administration and management, intra-group company administration and any other related matters.

18.2 More information about how the School and NAE Group processes personal data of the Student and Parents/Guardians, what is the legal basis for such processing and information about the rights of Data Subjects can be found in Privacy Information Collection Statement (PICS) for Parents, Guardians and Students (available in full version at our website under section Privacy policy).

18.3 The Parents/Guardians hereby confirm that they have read and fully understand the Privacy Information Collection Statement (PICS) for Parents, Guardians and Students. The Parents/Guardians hereby confirm that they ensured that the Student had been familiarised with and understood PICS.

18.4 The Parents/Guardians hereby confirm that have been acknowledged that the School (staff and students) may make audio, video, or combined records as part of the educational process (either during on campus or virtual schooling) that may be used for the educational purposes within the School and may be provided to third party responsible for distance certification and examinations. Further details will be provided within the School Material.

19. TERMINATION

19.1 The Parties agreed that they may withdraw from this Agreement only in writing and only pursuant to the following provisions of this Education Agreement, unless otherwise agreed in writing by both Parties.

19.2 Unless stated otherwise, the School and/or its founder is entitled to unilaterally terminate this Education Agreement by giving the withdrawal notice in writing for the following reasons:

19.2.1 in spite of a written notice issued by the School and delivered to Parents/Guardians, the Student has repeatedly or grossly violated School Policies and Rules, mainly set out in the School Operational Manual; such termination comes into effect upon delivery of such written withdrawal notice to the Parents/Guardians;

19.2.2 due to severe health conditions preventing the Student to fully and properly participate in the School’s educational process; such termination comes into effect upon delivery of such withdrawal notice to the Parents/Guardians;

19.2.3 due to Parents/Guardians’ failure to disclose in writing any relevant information and/or Parents/Guardians’ disclosure of incorrect and/or false information regarding the Student’s health condition, learning difficulties, behavioural issues or social difficulties resulting in his/her inability to continue with or participate in the educational process; such termination comes into effect by the end of current term in which the withdrawal notice has been delivered to the Parents/Guardians;

19.2.4 if the Parent/Guardian or other entity responsible for the payment of School fees get in delay for more than thirty (30) days following the maturity date of the relevant School fee; any delay with the payment of the School fees lasting more than thirty (30) days following the maturity date shall be deemed as serious breach of this Education Agreement; such termination comes into effect upon delivery of such withdrawal notice to the Parents/Guardians;

19.2.5 if the Parents/Guardians, despite a previous written notice issued by the School, repeatedly severely violate his/her obligations arising from this Education Agreement, School Policies and Rules and School Material applicable to them or if the Parents/Guardians, despite previous written remedial notice issued by the School, intervene with their repeated enquiries, communication or requests for justification of School decisions in a way the School considers (in its sole discretion) these actions to be disproportionate; such termination comes into effect by the end of current term in which the withdrawal notice has been delivered to the Parents/Guardians.

For the avoidance of doubt, in cases defined in Clause 19.2.1, 19.2.2, 19.2.3, 19.2.4 and 19.2.5, no claim for the refund (or reduction) of any portion of any School fees already paid (or payable) to the School shall arise;

19.2.6 if the situation under Clause 6.4 of this Education Agreement occurred and the School decided to exercise its right to cancel enrolment and terminate this Education Agreement; such termination comes into effect upon delivery of such withdrawal notice to the Parents/Guardians;

19.2.7 if the School has lost its authorisation to provide educational services to Students because of final and binding resolution of a competent national authority; such

termination comes into effect upon the delivery of such withdrawal notice to the Parents/Guardians.

19.3 The Parents/Guardians are entitled to terminate this Education Agreement by giving one (1) term’s withdrawal notice in writing before removing the Student from the School. The withdrawal notice period shall commence on the first day of the School term following the School term in which the School has received the withdrawal notice, such receipt shall be deemed as delivered once the delivery is confirmed by School in writing. The first and the last day of the applicable School term is published on the School’s website. Such termination comes into effect upon the lapse of one term’s withdrawal notice subject to prior written receipt of such notice by School within the announced dates.

19.4 The School may terminate this Education Agreement in writing without stating any reason with one (1) term’s withdrawal notice prior the end of the School Year. Such termination comes into effect at the end of School Year following the lapse of one (1) term’s withdrawal notice.

20. DURATION AND RE-ENROLMENT

20.1 This Education Agreement shall come into force upon the execution of this Education Agreement by both Parties and shall be valid for one (1) School Year. This Education Agreement shall be automatically renewed for a period of one School Year if the Parents/Guardians completed the Re-enrolment process for the upcoming School Year on time. Provisions under Clause 19 remain unaffected.

20.2 The Re-enrolment process will be repeated on a yearly basis via electronic means and the Parents/Guardians will be requested to confirm that they will abide themselves with the terms of this Education Agreement, School Material and Schedule of Fee for the following School Year.

20.3 If Parents/Guardians do not complete the Re-enrolment by the first day of School Term 3 of the current School Year, the latest, this Education Agreement shall be deemed automatically terminated by the end of current School Year.

20.4 By enrolling or re-enrolling at the School, Parents/Guardians and the Student agree to abide themselves with all School Materials, School Policies and Rules, terms of the Schedule of Fee applicable to the relevant School Year, terms and conditions set out in this Education Agreement.

21. NOTICES

21.1 The Parties agreed that any notices and announcements under this Education Agreement shall be delivered either in person, by courier or by post to the addresses of the Parties’ registered office or via e-mail.

21.2 The delivery of notice/announcement shall be considered as effective in case of personal delivery or delivery by renowned courier service at the moment of delivery to the relevant addressee, in case of delivering by post at the fifth (5.) day after proven sending, in case of delivery by e-mail at the moment when the delivery receipt from the relevant addressee has returned to the sender.

22. GOVERNING LAW AND JURISDICTION

22.1 This Education Agreement, in all respects, shall be governed by, and construed in accordance with, the laws of the Slovak Republic. Slovak courts shall have jurisdiction over any disputes arising under this Agreement and in connection with it.

22.2 The Parties have agreed that their mutual legal relationships related hereto shall, pursuant to Section 262 of the

Commercial Code, be governed by the applicable provisions of the Commercial Code.

23. ENTIRETY

23.1 The Parents/Guardians hereby confirm that they have read and fully understand this Education Agreement and agree to be bound by it and any documents referred to in it, as well as by any subsequent amendments as notified from time to time by the School.

23.2 The Parties acknowledge that this Education Agreement and any documents referred to herein (including the current version of the Schedule of Fee applicable to the current School Year), constitute the entire understanding between the Parties. No promises, terms, conditions, or obligations exist or are created other than those contained herein or in the incorporated Schedule of Fee. The Parties agree that any changes to this Education Agreement may be done in writing or electronically by mutually approved documents made available during the Re-enrolment process. Any later version shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to the subject matter addressed herein.

23.3 The Parents/Guardians acknowledge that the terms and conditions contained herein and in the incorporated Schedule of Fee may be updated or amended by the School (as determined by the School at its discretion). Any reference to any changes to this Education Agreement or the Schedule of Fee herein is a reference to the most up-to-date version of this Education Agreement and/or Schedule of Fee.

24. FINAL PROVISIONS

24.1 This Education Agreement shall be binding also to all successors of the Parties.

24.2 This Agreement may be executed in multiple counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be signed by AdobeSign and transmitted by electronic mail (via .pdf or similar transmittal), and any signatures so transmitted shall be treated as an original document.

Place Date

Parent/Guardian 1 Signature

Place Date

Parent/Guardian 2 Signature

Place Date

Súkromná spojená škola British International School Bratislava

Place Date

British International School Bratislava s.r.o.

Consent for the Use of Photographs, Audio and Video recordings

This form of notice supplements Súkromná spojená škola British International School Bratislava, with registered office at J. Valaškana Dolinského 1, 841 02 Bratislava, ID No.: 307 953 71 , registered in the Statistical Office of the Slovak Republic and Nord Anglia Education, with registered office at 4th Floor, Nova South, 160 Victoria Street, London, United Kingdom (“the School”, we, our or us) general Privacy Information Collection Statement (PICS) which is available in full version on our website under section Privacy Policy. This form relates specifically to instances where you may allow us to take photographs, audio, or video recordings of a Student you have parental responsibility for (“your Child”).

We would be grateful if you would sign this form to give us permission to take photos or audio or video recordings of your Child / Student and use these in our printed and online publicity.

By ticking the relevant boxes, you either give us or do not give us the permission to take photographs, recordings, and video footage of the Student and to use and disclose such photographs, audio, or video recordings of your Child for the **purpose of our printed and online publicity, School’s promotion and informing about activities of the School mainly in the following forms:**

- The use in and around school, in places that might be seen by visitors, such as billboards, posters or classroom displays, etc.
- On our School, group websites and other School digital platforms for newsletters and updates on events and activities at the School such as sports games, parent or open days, fairs, concerts, and performances, etc.
- On our social media platforms such as Facebook/Twitter/Instagram/LinkedIn, etc.,
- In wider marketing materials used by us, including yearbooks, handbooks, prospectuses, admissions materials, promotional videos, magazine adverts and out of home advertising.

Child’s personal data shall be processed in following extent: name, surname; photographs, audio, or video recordings; description of activities/ events, class, year group, etc.

- I hereby give consent to process the data as stated above
 I hereby do not give consent to process the data as stated above

I am aware that the provision of this consent is voluntary, is not subject to fulfillment of any contractual obligations and the failure to do so will have no negative consequences for my Child or me.

This consent shall be valid for the period of Child’s attendance of our School, unless withdrawn earlier.

The School owns the copyright of any images, audio and video recordings taken and they will only be used for the purpose/s mentioned above.

I have been informed that I have the right to withdraw my consent in writing at any time by sending a notice of withdrawal of my consent to the Data Protection Officer at pdp@bisb.sk. I am aware that the withdrawal of consent is without prejudice to the lawfulness of the processing of personal data acquired prior to the withdrawal of the consent.

Conditions for use of photographs, audio recordings and video footage are set out further down of this form. By signing this form, you confirm that you have read and understood the conditions of use. You hereby confirm that you were notified of all information specified under Art. 13 and 14 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (“GDPR”) beforehand, including the rights of data subject in full version also available on our website under section Privacy Policy.

Parent/Guardian Signature

Date

Conditions of use of photographs, audio, and video recordings featuring Students by the School:

To the extent that you have provided consent and (where applicable) your Child is in agreement with us taking photographs, audio recordings or video footage of him/her, we will store those images and/or audio and video recordings in our School archives and will use them for the stated purposes only. We have strict controls over the type of images published and the use of photographs and audio and video recordings on all of our publications and we will never sell any materials to third parties.

- It is the responsibility of you (or where applicable, your Child) to inform the School of any withdrawal of the consent previously provided on this form. More information is provided below at Withdrawal of Consent.
- Where appropriate, we may add the name of the person featured in photograph/film or audio recording. We will not include personal email or postal addresses, telephone or fax numbers on our website or in printed publications.
- The School may use pictures, audio or video recordings of students and teachers that have been drawn or created by students.
- The School may use group or class images or audio or video recordings of pupils with general labels, e.g., sports day.
- The School may use images, recordings and videos taken during Virtual Schooling by teachers or students.
- The School will only use images and videos of pupils who are suitably dressed, i.e., it would not be suitable to display an image of a pupil in swimwear.
- 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.

- You agree that if you take photographs or audio or video recordings of your child/ren, which include other pupils, you will use these photographs, audio, or video recordings for personal and family use only.

Refreshing your consent:

This consent is valid for the period of Child’s attendance of our School unless withdrawn earlier. Consent will also 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; or
- Changes to a Student’s circumstances, e.g., safeguarding requirements mean a Student’s image cannot be used; or
- Any changes in the law

Withdrawal of consent:

Where consent is not provided or has been withdrawn, we will acknowledge receipt of the request in writing by letter or email. The School and NAE can only adopt a “best endeavors approach” to delete any photographs or audio or video recordings featuring your Child from our image/archive bank as soon as possible. Your Child will subsequently be recorded on a list to ensure they are not included in any future photographs, audio or video recordings or publications. Please note that in regard to previous publications on social media platforms, NAE can only adopt a “best endeavors approach” to deleting the photos, audio, or video recordings in the event that a Student withdraws his/her consent. Copies of photo may be made and retained by other social media users. In respect of use of photographs or audio or video recordings within printed or video media, the existing print run of materials will remain in circulation for a reasonable period following withdrawal, where necessary.

Consent for the purpose of communication and organisation of School’s activities and events

I, the undersigned Parent/Legal Guardian of the Student, hereby expressly give consent or do not give consent to the Súkromná spojená škola British International School Bratislava, with its seat at J. Valaštana Dolinského 1, 841 02 Bratislava (hereinafter only as “the School” or “BISB”) to process and disclose my personal data in the extent of name, surname, email and telephone number for the purpose of communication and organization of School activities and events organized for BISB Students by Parents/Legal Guardians/Parent Teacher Association (PTA) (e.g. International day, coffee mornings, bake sales etc.).

- I hereby give consent to process the data as stated above
 I hereby do not give consent to process the data as stated above

I am aware that the provision of this consent is voluntary, is not subject to fulfillment of any contractual obligation and the failure to do so will have no negative consequences for me or Student.

This consent shall be valid for the period of Student’s attendance of our School, unless withdrawn earlier.

I have been informed that I have the right to withdraw my consent in writing at any time by sending a notice of withdrawal of my consent to the Data Protection Officer at pdp@bisb.sk. I am aware that the withdrawal of consent is without prejudice to the lawfulness of the processing of personal data acquired prior the withdrawal of the consent.

This form supplements general Privacy Information Collection Statement (PICS), which is available in full version on our website under section Privacy Policy. I hereby confirm that I was notified of all information specified under Art. 13 and 14 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (“GDPR”) beforehand, including the rights of data subject.

Parent/Guardian Signature

Date

Information about School Counselling Services

(The provision of psychological services by a school counsellor to students requires an informed consent of parent or legal guardian. Therefore, we kindly ask you to receive and take note of this information.)

The school counsellor operating at the British International School Bratislava, J. Valaštana Dolinského 1 (Pekníkova 6), 841 02 Bratislava, Slovakia (the “School”) is a professional employee who provides professional services according to Section 20 of the Act No. 317/2009 Coll. on Educational Employees and Professional Employees, as amended. Such professional services include psychological screening and assessment, individual and group counselling, prevention and intervention for children and students with focus on the educational process in schools and school related institutions; if needed, the school counsellor also provides psychological counselling in family and other social matters. The school counsellor provides psychological counselling and consultations to parents or guardians and the teaching staff of School and other school related institutions. The school counsellor prepares materials for referrals to other professionals.

Psychological examination of an underaged child / student can be carried out only with the prior written consent of the parent or legal guardian. If the child or student reaches the age of maturity, psychological examination may be performed only with his / her consent. The examination also includes an examination of abilities, personality, interests, knowledge, skills, or other areas influencing social and mental development and learning ability. It may be performed individually or in groups. Information on examination results: An adult student or parent / legal guardian of an underaged child / student may be informed about the examination results in a personal interview.

Psychological examination can be refused without any legal consequences. The only consequence is that without the examination, the most apt solution for the problems of the child / student cannot be found. This may result in the inability to provide counselling and further advise on professional or study orientation, inclusion of a child /student in a particular type of study, or in the inability to provide a therapeutic or re- educational guidance in order to eliminate or mitigate problems, etc. The advantage of such examination is the possibility to focus on the psychological characteristics of the child / student and the opportunity to identify possible undesirable effects, as well as the proposal for the adoption of measures aimed to solve identified problems, or other educational or educational procedures or professional, study and career orientation.

During the examination diagnostic tools such as psychological or special-educational tests or instrumental methods based on the scientific principles prevailing in psychology, special pedagogy, psycho-diagnostics, methodology and psychometry may be used. If needed, the examination may be complemented by personal or telephone consultations with the teaching staff, doctors and other professionals working with the child / student. If it is required by the child’s / student’s care, a school counsellor can also work with classmates, school staff or the family of the child / student.

The School and the school counsellor are entitled to process personal data on the basis of Education Act in the following extent (1):

- About the child / student: name and surname, date and place of birth, place of birth, birth number, state citizenship, nationality, physical health, mental health, mental level including psychological diagnosis results,
- Parents: identification details (name and surname, permanent address, telephone contact, email contact),
- Other personal data acquired during psychological examination about family members, classmates, etc.
- Further documentation pursuant to Section 11 (9) of Act No. 245/2008 Coll. Education Act, as amended, include, in particular: a report from the child / student diagnostic examination (i.e., a report from a psychological, special pedagogical examination) and a written statement on school inclusion.

All personal data / data acquired by the school counsellor are considered strictly confidential. Without the written consent given by the parent / legal guardian of the child / student, personal data mentioned above will not be provided to other persons or third party, unless allowed by law. We may obtain personal data directly from the child / student, school staff, parents / legal guardians, doctors, other institutions, etc. depending on the type of provided psychological services. If you have any questions or comments about your consent or data protection, please call +421 421269307081, use our e-mail address pdp@bisb.sk or write us at the above address.

(1) pursuant to Section 11 (6) of the Act No. 245/2008 Coll. Education Act, as amended

School Counseling Informed Consent with Individual/ Group Psychological Examination of the Student

I have read the above information and hereby

- I agree
- I disagree

with the psychological and subsequent counseling (initial assessment, observation, prevention, intervention, individual and group counselling, crisis intervention, referrals) of the child / student to whom I am a legal representative within the meaning of Act No. 245/2008 Coll. Education Act ("Education Act"), provided by School and school counsellor.

I have read and understood the terms of the school counselling services and I was duly instructed on all related consequences. This consent is given under Art. 1 (2) letter y) of Education Act.

By signing this form, I (parent / legal guardian) also confirm that I have been informed about the School's use of personal data as set out in Privacy Information Collection Statement (PICS) and this document in which the School provides me with the information required under Art. 13 and 14 GDPR and this informed consent. I hereby acknowledge that I am aware of the processing of personal data of the child / student I am responsible for is necessary in order to fulfil existing legal obligations of School in line with Art. 6 (1) (c) of GDPR together with Section 11 (6), Section 131 and 135 of the Education Act. Personal data shall be processed for the purposes of provision of school counselling services. School documentation shall be kept for 20 years.

This consent shall be valid for the period of Student's attendance of our School, unless withdrawn earlier.

I have been informed that I have the right to withdraw my consent in writing at any time by sending a notice of withdrawal of my consent to the Data Protection Officer at pdp@bisb.sk. I am aware that the withdrawal of consent is without prejudice to the lawfulness of the processing of personal data acquired prior to the withdrawal of the consent.

This form supplements general Privacy Information Collection Statement (PICS), which is available in full version on our website under section Privacy Policy. I hereby confirm that I was notified of all information specified under Art. 13 and 14 GDPR beforehand, including the rights of data subject.

Parent/Guardian Signature

Date