

# HARROW INTERNATIONAL SCHOOL BANGKOK

## Standard Terms and Conditions

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### A. Introduction

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1. **These Terms and Conditions** form the basis of a legal contract for educational services.
2. The School reserves the right to change or add to these Terms and Conditions from time to time and will provide at least one full School Term's notice of substantial changes to the parents before the changes take effect. Please see **Section K** for further information.
3. **Our Prospectus and Website** are not contractual documents. Please see Clause 100 of this document for further information.
4. **Fees and Notice:** The Rules concerning Fees and Notice are of particular importance and are set out at **Sections H & I**.
5. **Documents referred to:** On accepting the offer of a place, parents and pupils receive a copy of the School Rules and the Fees Schedule. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to **Section K**.

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### B. Terminology

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6. "**The School**" means Harrow International School Bangkok as now or in the future constituted.
7. "**Governors**"/"**Governing Body**" means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for the governance of the School.
8. "**The Head Master**" is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head Master or of the Governing body have been delegated.
9. "**The Parents**"/"**You**" means any person who has signed the Admission to Harrow International School Bangkok Acceptance Form ("the Acceptance Form") and/or who has accepted responsibility for a child's attendance at the School.
10. "**The Pupil**" is the child named on the Acceptance Form.

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### C. Admission and Entry to the School

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11. **Application and Admission:** Application for possible entry to the School is effected through the Admissions Department. Application is not completed until the Parents have received an acknowledgement of registration and the Admission Fee has been paid. This **does not** constitute an offer of a place at the School.

12. **Equal Treatment:** The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Although the School retains the right to decide to the extent to which expressions of religious and cultural identity can be accommodated within the life of the School.
13. **Offer of a Place and Deposit:** On completion of application, the School assesses the applicant and makes a decision as to whether or not to offer a place. If offered a place, Parents confirm that the Pupil is definitely coming to the School in that term by signing The Acceptance Form and paying the Refundable Deposit.
14. **Admission Requirements:** Before entering the School the Pupil must satisfy the School's entry requirements, which may be judged by consideration of performance in an interview, school reports, a medical test, references and any other test or assessment as decided by the Head Master. In the case of Sixth Form applicants, the necessary IGCSE examination results, or equivalent qualifications, should be demonstrated. Entry to the School is entirely at the discretion of the Head Master and might be refused if, for example, the Pupil's previous school confirms that debts remain unpaid or in the event of an unsatisfactory report. It should be the Parent's responsibility at all times to ensure that the Pupil has the appropriate immigration permission to reside in Thailand and to study at the School. (The School may be able to assist parents in this matter, at the Head Master's discretion.)
15. **The Refundable Deposit:** The Refundable Deposit is payable when the Acceptance Form is returned to the School. Unless otherwise agreed with the Head Master, the deposit will be refunded in accordance with the conditions laid out in the Schedule of Fees.

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#### **D. Pastoral Care**

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16. **Meaning:** Pastoral Care is a core theme running throughout all aspects of life at the School and is directed towards the safety, health, security, happiness, success and general welfare of each pupil and the integrity of the House and School Community.
17. **The School's Commitment:** The School will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide Pastoral Care to at least the standard required by law in the particular circumstances and usually to a much higher standard. The School will respect the Pupil's rights and freedoms, which must, however, be balanced with the lawful needs and rules of the School Community and the rights and freedoms of others.
18. **Complaints/Concerns:** Any serious questions, concerns or complaints about a Pupil's pastoral care, safety or quality of education must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. **See also clause 72 below.**
19. **Head Master's Authority:** The Parents authorise the Head Master to take and/or authorise in good faith all decisions and/or actions that the Head Master considers, on proper grounds, will safeguard and promote the Pupil's welfare.
20. **Ethos:** The ethos of the School must be such as to foster good relationships between members of the staff, among the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated.
21. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety or good order, or in connection with the Pupil's health and welfare.

22. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his immediate family, or any family circumstances or court order which might affect the Pupil's welfare, academic success or happiness.
23. **Confidentiality:** The Parents authorise the Head Master to override their own and (so far as they are entitled to do so and to the extent allowed for by the appropriate law) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis, where necessary, to safeguard or promote the Pupil's welfare.
24. **Use of Email and Internet:** The School's Policy on the use of Email and the Internet is available to parents and pupils on request from the Head Master. The School reserves the right to monitor the Pupil's email communications and Internet use.
25. **Special Precautions:** The Head Master needs to be made aware of any matters that are relevant to the Pupil's safety and security.
26. **Leaving School Premises:** The School will do all that is reasonable to ensure that each pupil remains in the care of the School during School hours but cannot accept responsibility for the Pupil if s/he leaves the School premises in breach of School Rules.
27. **Parental Consent for Trips and Residential Visits:** The School will ask permission for all trips and residential visits that are greater than 5 kilometres from the School Campus.
28. **Residence During Term Time:** Pupils, except when Boarding, are required during term time and at weekends, exeats (permitted periods of time away from School) and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School.
29. **Absence of Parents and Guardianship Arrangements for Boarders:** All parents must inform their child's House Master or House Mistress in writing of the name, address, email address and telephone number(s) of a guardian or other suitable adult(s) resident in Thailand and willing and authorised by the parents to accept full responsibility for the Pupil in the event of the School being unable to contact the parents in an emergency or when the parents are either permanently or temporarily out of the Country.
30. **Photographs:** The School may from time to time include photographs or images of pupils in the School's promotional material such as Prospectus's and the Website. The School will not disclose the full name or home address of a Pupil without the Parent's consent.
31. **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type and approved by the School.
32. **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
33. **Insurance:** The Parents are responsible for the insurance of the Pupil's personal property whilst at School or on the way to or from School or any School-sponsored activity away from the School premises.

34. **Liability – Reasonable Endeavours:** While the School will use its reasonable endeavors to educate the Pupil, the School will not be liable for any failure of a Pupil to attain any academic or other standard. Parents consent to the Pupil participating in all or any of the normal activities of the School during term time for which the School is insured and will not hold the Head Master or the School’s employees responsible for any injury or loss suffered by the Pupil provided that the Head Master and the School’s employees exercise due care and attention so far as is reasonably practicable. The School will introduce Pupils to third party providers for activities such as sport, music and art, but will not be held responsible for the conduct and/or actions of such service providers. The School will not seek further consent for these activities in term time but undertakes to inform the Parents of any activity which requires an overnight stay away from the School or travel outside Thailand, although separate consent will be sought for any activity or expedition taking place outside of the Country.
35. **Liability – General Limitation:** Any liability of the School to the Pupil or Parents shall be limited to the aggregate amount of Fees paid in respect of the Pupil.

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**E. Health and Medical Matters**

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36. **Medical Declaration:** Parents will be asked to complete forms of Medical Declaration concerning the Pupil’s health and must inform the Head Master, House Master/Mistress or School Nurse in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or has been in contact with infectious diseases or had medical treatment in the holidays. The School shall not be held liable for any harm or injury caused by any known medical condition, health problem or allergy intentionally withheld.
37. **Medical Care:** Every Pupil must be registered with the School Medical Centre while a Pupil at the School. Parents consent to the Pupil being treated and prescribed for by the School’s qualified nursing staff and also to the administering of non-prescription remedies for minor complaints where appropriate and necessary by the Pupil’s House Master, House Mistress or School Nurse. The School’s Medical Centre is a First Aid and Prevention Unit only; any more complex conditions must be dealt with in a professional medical facility off campus, as arranged by parents.
38. **Pupil’s Health:** The Head Master at any time may require a medical opinion or certificate as to the Pupil’s general health where the Head Master considers this necessary as a matter of professional judgment in the interests of the Pupil and/or other pupils or employees. This may include drug testing.
39. **Medical Information:** Throughout the Pupil’s time at the School, the School Nurse and/or School Councilors shall have the right to disclose confidential information to the Head Master, or House Master or House Mistress about the Pupil if considered to be in the Pupil’s own interests or necessary for the protection of other members of the School Community. Such information will be given and received on a confidential, “need-to-know” basis.
40. **Emergency Medical Treatment:** The Parents authorise the senior member of staff present to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions, general anesthetic and operations where certified by an appropriately qualified person necessary for the Pupil’s welfare and if the Parents cannot be contacted at the time. Appropriate arrangements for emergency medical treatment for trips outside Thailand will be made by the teacher-in-charge of the trip, who will be expected to provide a full written report on returning to the School.

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**F. Educational Matters**

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41. **The School's Commitment:** Within the published range of the School's provision from time to time, the School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil to make academic progress.
42. **Organisation:** The School reserves the right to organise the Curriculum and its delivery in a way that, in the professional judgment of the Head Master, is most appropriate to the School Community as a whole.
43. **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grade cards, full written reports and parent consultations.
44. **Sex Education:** All pupils will receive health and life skills education which may include aspects of sex education appropriate to their age in accordance with the Curriculum from time to time, unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the Curriculum.
45. **Public Examinations:** The Head Master may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgment, the Head Master considers that by doing so the Pupil's self esteem or prospects in other examinations would be impaired.
46. **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examinations, further and/or higher education and career prospects, and any references will be given conscientiously and with all due care and skill but without liability on the part of the School.
47. **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to assess and deal appropriately with a learning difficulty, which amounts to a "special educational need". The School's staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other types of learning difficulties, and the School will not accept liability for the absence of such diagnosis.
48. **Screening for Learning Difficulties:** The screening tests available to the School are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment at an appropriate professional institution can be arranged for by the School at the Parents' expense or by the Parents themselves. The results of such assessments must be shared with the Head Master whilst the child remains a pupil of the School.
49. **Information about Learning Difficulties:** Parents must notify the Head Master in writing if they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgment of the Head Master and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. The costs of extra remedial support provided by the School will usually be charged to the Parents.
50. **A-Level Courses:** following admission to the School it is assumed that, subject to conduct and academic ability, a Pupil will continue into the Sixth Form (and Parents must in every case give a term's notice if that is not the Pupil's and their intention) unless the Pupil has been unable to satisfy the Sixth Form entry requirements. Entry to the Upper Sixth Form, Year 13, is conditional on achieving satisfactory AS level results as defined periodically by the Head Master.

51. **The School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions, or work of the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School may acknowledge, or allow to be acknowledged, the Pupil's role in creation/development of intellectual property.
52. **Pupil's Original Work:** Ownership of the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings, other artworks and computer generated material, lies with the Pupil. Most work (but not examination scripts) can be returned to the Pupil when it is no longer required for purposes of assessment or display.
53. **Educational Visits:** A variety of educational visits will be provided for pupils whilst at the School. The cost of some educational visits will be charged as an extra and added to the invoice. Educational visits overseas or those involving an overnight stay will be subject to a separate agreement with the Parents. The cost of any trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst participating in a School trip. All additional costs of special measures (such as medical cost, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the invoice.

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## **G. Behaviour and Discipline**

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54. **Parents' Authority:** The Parents' authorise either the Head Master or the Pupil's House Master or House Mistress while the Pupil is in the care of the School to take and/or authorise in good faith all decisions that safeguard and promote the Pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for providing comfort to a Pupil in distress or to maintain safety and good order in connection with the Pupil's health or well being.
55. **Conduct and Attendance:** the School attaches importance to courtesy, integrity, manners and good discipline. The Pupil is expected to take a full part in the activities of the School including fieldtrips, sports and/or arts trips, expeditions and exchanges with other schools in the Harrow Family, and to be punctual, to work hard, to be well behaved and to comply with the School's Rules.
56. **Participation in Special events** – pupils will attend special ceremonies such as Remembrance Day or religious observances such as the King's Birthday Service or Christmas Carol Service unless parents specifically request otherwise in writing.
57. **The School's Rules:** Parents and Pupils can be supplied with a copy of the School's Rules giving information about the ethos and rules at the School if they request from the Head Master. The purpose of the School's Rules is to help every Pupil and Parent to know what is expected and to encourage courtesy and consideration for others.
58. **Conduct of the School:** The Head Master is responsible for the care and good discipline of Pupils whilst they are in the charge of the School or its staff and for the day-to-day running of the School and the Curriculum. The Head Master is responsible also for the imposition of any sanction including request for withdrawal of the Pupil for non-payment of tuition fees or other bad debts, suspension during investigation or following a breach of School discipline or request for withdrawal as defined in other clauses below. The Head Master is not responsible, unless negligent, for a pupil who is absent from the School in breach of School regulations.

59. **Authority of the Head Master:** The Parents hereby confirm that they accept the authority of the Head Master, and of other members of staff on behalf of the Head Master, to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School Community as a whole.
60. **Investigative Action:** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and competent members of staff, in appropriate circumstances, may search a Pupil's accommodation or belongings with a suitable witness present, as judged by the Head Master. All reasonable care will be taken to protect a Pupil's rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action.
61. **Procedural Fairness:** Investigation of a complaint which could lead to a request for withdrawal of the Pupil in any of the circumstances explained in the other clauses of Section G shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or guardian so that they can attend a meeting with the Head Master before a decision is taken in such a case. In the absence of a Parent or a guardian, the Pupil will be assisted by an adult (usually a teacher) of their choice.
62. **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to a complaint, or which the Head Master has acquired during an investigation.
63. **Drugs and Alcohol Policy:** Parents will be requested to withdraw a pupil for possessing or using an illegal drug in or out of term time, in line with the School's "zero tolerance" policy towards drug use. The Head Master may, at any time, both arrange to conduct a search of the Pupil's possessions including locker or desk and require the Pupil to undergo a medical examination, or provide a urine or blood sample under medical supervision, to establish the presence or otherwise of any illegal substance where there are reasonable grounds to suspect that such a search or examination will result in evidence of the possession or use of drugs. The Head Master shall be entitled to draw whatever conclusions he shall see fit from the failure to undergo such an examination or search. If a House Master/ House Mistress has reasonable cause for concern about a Pupil's consumption of alcohol or drugs in breach of School rules and/or whilst under age, he/she may require the Pupil to provide a sample of breath or urine in order to ascertain if he/she needs to be further medically assessed.
64. **Terminology for Various Sanctions:** In these Terms and Conditions "*Final Warning*" means a final written warning from the Head Master as to the Pupil's future conduct or behavior, a breach of which may result in the imposition of a further sanction. "*Suspension*" means that the Pupil has been sent or released home for a period either pending the outcome of an investigation by a senior member of staff or the Governor's Disciplinary Committee, or, in certain circumstances, as a disciplinary sanction. A Pupil may be suspended for a fixed period of time by the Head Master for an offence that is serious enough to require the withdrawal of the benefits of being at the School. Suspension may also mean that the Pupil may not return to School until arrears of Fees, or other bad debts, have been paid. "*Withdrawal*" means that the Parents have withdrawn the Pupil from the School.
65. **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial, but not degrading tasks on behalf of the School or the wider community, detention for a reasonable period, withdrawal of certain privileges, "gating" to a Pupil's House and suspension. These disciplinary measures may be placed on the Pupil's formal record. The decisions of the Governor's Disciplinary Committee will be placed on the Pupil's formal school record and might be reported to the Pupil's potential future educational institutions.

66. **Withdrawal at the Request of the School:** A Pupil may remain at the School for so long as the Head Master is satisfied with the Pupil's progress and general behaviour. Parents may be required during or at the end of a term to withdraw the Pupil temporarily or permanently from the School without refund of fees if, after consultation with a Parent, the Head Master is of the opinion that the conduct or progress of the Pupil has been unsatisfactory or if the Pupil, in the judgment of the Head Master, is unwilling or unable to profit from the educational opportunities offered (or a Parent has treated the School or members of its staff unreasonably, as judged by the Head Master) and in any such case a request for withdrawal is considered by the Head Master to be warranted. The Refundable Deposit may not be refunded in the event of withdrawal from the School; Fees in lieu of notice will not be charged but all outstanding fees may be payable in full including those for the whole of the term in which withdrawal from the School occurs.
67. **Withdrawal/Suspension:** A Pupil may be withdrawn at any time if the Head Master is reasonably satisfied that the Pupil's conduct (whether on or off school premises, in or out of term time) has been prejudicial to good order of School discipline or to the reputation of the School. The Head Master will act fairly and in accordance with natural justice and will not request such action other than in serious circumstances. In the event of a withdrawal there may be no refund of fees and the Refundable Deposit may not be returned/credited. There will be no charge of Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.
68. **Discretion of Head Master:** The decision to suspend a Pupil temporarily and the manner and form of any announcement shall be at the sole discretion of the Head Master.
69. **Appeal Procedure:** In the event of the suspension or withdrawal of a pupil, an explanation of the School's appeal procedure is available on request from the Head Master.
70. **Access:** A pupil who has been withdrawn, from the School has no right to enter School premises without the written permission of the Head Master.
71. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to withdraw the Pupil must be made in accordance with the School's Complaints Procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

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## **H. Provisions about Notice**

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72. **Definitions :**
- a. **Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) one full term's written notice addressed to and actually received by the Head Master. No other notice will suffice. Notice must be hand-delivered or sent by recorded or guaranteed delivery post to the School, addressed to the Head Master
  - b. **Term** means the period between and including the first and last days of each school term (semester).
  - c. **A Term's Notice** means notice given before the first day of term and expiring at the end of term.

73. **Cancelling Acceptance:** A term's fees will be payable by the Parents if for any reason they cancel their acceptance of a place less than a term before entry or the Pupil does not join the School after accepting a place and subsequently qualifying for entry. The Admission Fee will not be refunded.
74. **Notice of Departure from the School:** A term's notice must be given before a Pupil departs from the School or the Refundable Deposit will be withheld by the School. The main reason for this rule is to ensure that the School has sufficient notice so as to plan fee levels, staffing levels and other resources and the Curriculum.
75. **Prior Consultation:** It is expected that a Parent or duly authorized education guardian will, in every case, consult personally with the Head Master or the House Master/House Mistress before notice of departure is given.
76. **Termination by the School:** The School may terminate this contract on one term's written notice sent by ordinary post or on less than one term's notice in a case involving a request to withdraw. The Refundable Deposit will be refunded, less any outstanding balance of the Pupils fee account.

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## **I. Fees**

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77. **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: Admission Fee, Refundable Deposit, Tuition Fee, Boarding Fee, Fees for extra tuition, other extras such as House charges, clothing and equipment, photographs and other items ordered by the Parents or the Pupil, charges arising in respect of educational visits, damage where the Pupil alone or with others has caused willful loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred.
78. **Payment:** The School will issue to Parents the Billing Calendar prior to the start of each academic year. Parents undertake to pay the Fees applicable for each term in respect of each School year directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each term are due and payable before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
79. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness, or if a term is shortened or a vacation extended, or if a pupil is released home after public examinations or otherwise before the normal end of term, or for any cause other than exceptionally and at the sole discretion of the Head Master in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. In case of School closure, the School will make every reasonable effort to either provide continued education by other means or make up the time lost, subject to Clause 91.
80. **Withdrawal for Non-Payment:** Without prejudice to any other rights or remedies that the School may have:
- a. In the event that Fees are not paid in full (so as to be received in cleared funds by the School) by the due date for payment, the School may, by notice in writing to the Parents, set a new date for payment of such Fees (or outstanding balance) failing payment of which by such date may result in the School taking legal action.
  - b. In the event that Fees are paid late, the School will charge penalty interest, by notice in writing to the Parents.

- c. The Head Master shall exercise each of the discretions reserved by the School under paragraphs (a) and (b) save to the extent that he delegates any such discretion to the Director of Finance.
  - d. The deemed withdrawal under this clause 80 will cause the provisions about notice in Section H to apply so that a term's fees in lieu of notice will be payable.
  - e. The deemed withdrawal under this Clause 80 is permanent and there is no right to have the Pupil concerned readmitted to the School even if payment is made subsequently.
  - f. Notwithstanding the provisions of this Clause 80, the School reserves the right (exercisable by the Head Master at his sole discretion) to readmit a pupil following a deemed withdrawal upon such terms as the payment of outstanding and future Fees, as the Head Master may determine.
  - g. The deemed withdrawal under this Clause 80 is not a disciplinary matter and there is no right of appeal; and
  - h. The School may also withhold any information, character references or property while Fees (or any part thereof) remain unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.
81. **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate agreement made between the Parents and the School, simple interest may be charged on Fees which are unpaid as set out in Clause 82 below.
82. **Late Payment Charges:** Charges for late payment may be varied at the School's discretion but, unless otherwise advised, comprise:
- A charge of interest at the rate of 1.5% per month on any overdue balance;
  - All administration and legal costs in relation to any sums that are unpaid by the due date.
83. **Poor Fee Payment Record:** Parents who have a poor or otherwise unsatisfactory fee payment record may be required, at the Head Master's discretion, to pay each of the following years' fees in a single lump sum in advance. In cases of persistent late payment, the School reserves the right to obtain references from external credit reference agencies.
84. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
85. **Installment Arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by installments is concessionary and will be subject to separate agreement/s between the Parents and the School.
86. **Advanced Payment Scheme:** From time to time, the School makes available a Scheme under which a lump sum prepayment is made by or on behalf of the Parents which will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil leaving earlier than expected. Fees in lieu of notice (where applicable) and any other amounts owing to the School at that time will be deducted from the sum to be refunded.

87. **Scholarships:** Every scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behavior on the Pupil's part. The terms on which such awards are offered and accepted, and on which they may be revoked, will be notified to Parents at the time of offer.
88. **Amount and Review of School Fees:** Details of the School Fees are published in the Fees List, and reviewed at least once each year. Parents will usually be informed in the summer term of any increase in the School Fees applicable for the following academic year but the right is reserved to increase the School Fees at any time prior to the start of a new academic year.
89. **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

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## **J. Events beyond the control of the Parties**

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90. **Force Majeure:** An event beyond the reasonable control of the parties to this contract is referred to below as a "Force Majeure Event" and shall include such events as an act of God, accident, fire, flood, war, riot, civil unrest, act of terrorism, chemical or biological contamination, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), failure of utility service or transportation; it shall not include an ability to pay Fees. Subject to express written agreement to the contrary, the Parent's continuing obligations under this contract in respect of Fees shall not be affected by a Force Majeure Event.
91. **Notification by the School:** In the event of a Force Majeure Event arising which prevents or delays the School's performance or any of its obligations under this contract, the School shall immediately give parents notice in writing, specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the School has acted reasonably and prudently to prevent and minimize the effect of the Force Majeure Event, the School will have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure Event while it continues. The School shall use its best endeavours during the Force Majeure Event to provide educational services.
92. **Continued Force Majeure:** If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify the Parents of the steps it shall take to ensure performance of the contract.
93. **Notification by Parents:** In the event of a Force Majeure Event that affects the Parents' ability to perform any of their obligations under the contract, they shall give the School notice in writing of the Force Majeure Event. The Parents shall not be liable for non-performance of such obligations (except payment of fees) during the Force Majeure Event but in the event of the Force Majeure Event continuing for more than four months shall discuss with the School a solution by which this contract may be performed.

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## **K. General Contractual Matters**

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94. **Management :** It is the School's intention that these Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School Community as a whole. The School aims to ensure that its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. The School also aims to promote good order and discipline throughout its Community and to ensure compliance with the law.

95. **Legal Contract:** The offer of a place, and its acceptance by the Parents, gives rise to a legally binding contract under the terms of these Terms and Conditions.
96. **Change:** This School, as any other, is likely to undergo a number of changes during the time the child is a pupil. For example, there may be changes in the staff, in the facilities and their use, in the curriculum and the size and composition of classes, in the School Rules, the disciplinary framework, and the length of School terms.
97. **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care.
98. **Data Protection:** By signing the Acceptance Form, or by agreeing to be bound by these Terms and Conditions, the Parents on behalf of themselves and, so far as they are able, on behalf of the Pupil authorise the School to process personal information including financial and sensitive personal data, such as medical information, as is deemed necessary for the legitimate purposes of the School.
99. **Representations:** The School's prospectus, general publicity materials and website describe the broad principles on which the School is presently run and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus, general publicity materials and website are not part of any contract between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, general publicity materials or website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter from the Head Master before entering this contract.
100. **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behavior, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
101. **Severability:** If any term or condition provided herein is invalid, illegal or incapable of being enforced by any order, rule of law, or public policy, all other terms and conditions shall nevertheless remain in full force and effect.
102. **Interpretation:** Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
103. **Jurisdiction:** This contract was made at the School and is governed exclusively by the laws of Thailand and the parties submit to the non-exclusive jurisdiction of the Courts of that country.

## Data Protection Information Notes

1. *The School holds information about Parents and the Pupil including exam results, parent and guardian contact details and financial information, biometric information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.*
2. *These notes refer to the "processing" of information. "Processing" is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.*
3. *The School processes information about Parents and the Pupil in order to safeguard and promote the Pupil's welfare, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which the Pupil may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from the parents or from third parties such as credit reference agencies or the School using biometric information to allow pupils access in to School buildings or to record extras purchased.*
4. *The School may process different types of information about the Pupil for the purposes set out above. That information may include:*
  - *Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by the Pupil.*
  - *Personal details such as home address, email address, date of birth and next of kin.*
  - *Information concerning the Pupil's performance at School, including discipline record, School reports and examination reports.*
  - *Financial information including information about the payment of fees at this School or any other School.*
5. *Where, in the professional opinion of the Head Master it is deemed necessary we may share information with certain third parties.*
6. *If the School enters into a separate arrangement for the payment of fees, it may, in order to verify Parents' identity and so that it can assess and application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about an application.*

### Appendices:

1. Home School Agreement
2. Schedule of Fees
3. Current Billing Calendar

Whilst a version of these Terms and Conditions is available in Thai language, the English language version is the basis of the legal agreement between parents and the School.

\_\_\_\_\_ Father Signature

\_\_\_\_\_ Father Name (Printed)

\_\_\_\_\_ Date

\_\_\_\_\_ Mother Signature

\_\_\_\_\_ Mother Name (Printed)

\_\_\_\_\_ Date

Or

\_\_\_\_\_ Guardian Signature

\_\_\_\_\_ Guardian Name (Printed)

\_\_\_\_\_ Date

\_\_\_\_\_ School Representative Signature

\_\_\_\_\_ School Representative Name (Printed)

\_\_\_\_\_ Date