# PARENT CONTRACT (BOARDING)

## A. INTRODUCTION

1. **These Terms and Conditions** reflect the customs and practice of private Schools and together with the Offer Letter, Registration Form and Fee Schedule constitute the basis of a legal contract relating to educational services. The Terms and Conditions are intended to promote the education and welfare of each Pupil as well as the stability, advanced planning, resourcing and development of the School.
2. **Our brochure and the School website** are not contractual documents. See section K for more information.
3. **Fees and notices:** The rules concerning fees and notices are of particular importance and can be found in sections H and I.
4. **Change of Management:** The School, like any other School, is subject to a number of changes during the time your child is a Pupil. Please refer to Section K for details of the changes that may occur and the consultation procedures and notifications that will apply.
5. **Documents referred to**: Before accepting the offer, parents can consult the other documents referred to in these Terms and Conditions. The School's website contains the policies and procedures which may be consulted by parents. Printed copies are also available at the School upon written request. For further information, please see section K
6. **School´s Ownership**: We hereby acknowledge that the School belongs to Colegios Laude SLU, company ultimately owned by International Schools Partnership Limited. Therefore, all documentation and information, property of the School ultimately belongs to ISP as parent company and its subsidiaries.

## B. TERMINOLOGY

7. **Enquiry/Visit Form:** It is the form to be completed by you to express a desire for your child to attend the School.
8. **Enrolment fee:** It means the amount set out in the Fees Schedule to cover the cost of continuous improvement of the overall programme of the school and applies to new pupils. The Enrolment Fee is a one-off, non-refundable payment.
9. **Entry:** It shall be the date on which your child first attends the School under the terms of this Agreement.
10. **Fees:** It shall be the costs set out in the Fees Schedule, which may be amended annually, in accordance with these Terms and Conditions.
11. **Health Form** means the form to be completed by you at the time of your child´s enrolment. This form contains questions about your child's health. This form will be reviewed and where applicable updated by you on an annual basis (or sooner if required) so that as your child grows and changes, these changes can be captured so that we can respond appropriately to your child's medical needs in an emergency.
12. **Management:** It means the person/s responsible for the day-to-day management of the School. It includes those to whom the powers of the Principal/Senior Leaders have been delegated.
13. **Offer Letter:** It means the letter that will be sent to you offering a place for your child at the School under certain conditions.
14. **Parents/ You:** It means any person with legal responsibility who has signed the Registration Form. Parents are legally responsible, individually and jointly, for the fulfilment of their obligations included in these Terms and Conditions, including without limitation, the full and prompt payment of fees when due. Fees payable by a third party (e.g. an employer, grandparent or stepparent without parental responsibility) shall be subject to a separate written agreement between the School, the parents and the third party.

15. **Parental Responsibility:** refers to those with "parental responsibility" (i.e. legal responsibility for the child) and who are entitled to receive relevant information about the child whether or not they are a party to this contract unless a court decision has been made to the contrary, or if there are other reasons that, in the opinion of the School acting reasonably, justify withholding information to safeguard the interests, welfare and best interests of the child.
16. **Re-enrolment Fee:** It means the amount established in the Fees Schedule that allows a place to be reserved for the following academic year. It must be paid once a year, in the second term according to the school calendar, and is non-refundable. An existing student who has not paid the Re-enrolment fee by 30th of April each year will be considered to have voluntarily withdrawn from the School and the child´s place can now be offered to new students on the waitlist, unless otherwise is agreed in advance in writing with the School.
    Kindly be advised that every February, you will receive a re-enrolment letter. Should you wish to make any changes or indicate otherwise, please notify us within **15 natural days** of receiving the letter. Failure to do so will result in the processing of the Re-enrolment Fee, with corresponding charges debited from your account in March and April. This process serves as confirmation of your child's intention of enrolment for the upcoming academic year and allow us to reserve their place in the school.

    The return of the charges debited from your account up to 10 natural days after the 30th of April will be considered as a withdrawal from the contract without penalty. The return of the charges after this time will be considered as a withdrawal without notice and will give the School the right to charge an amount equivalent to the Re-enrolment fee, as compensation.
17. **Registration Fee:** It means the amount established in the Fees Schedule, which confirms the registration and opening of a new student's file. The Registration Fee is a one-off, non-refundable payment and can be used again without the need for a new payment if a transfer is made to another school belonging to the ISP group.
18. **Registration Form:** It means the form to be completed by you in order to enrol your child, upon acceptance of the School's offer of a place for your child, as set out in the offer letter.
    This form and any other forms must be signed by both guardians, including in the case of separated or divorced parents, unless the applicable agreement provides otherwise.
19. **School Rules and Regulations:** It shall mean the policies of the School, which are available on the School's website or may also be obtained directly from the School. School rules are subject to review and revision. Please note that the version that appears on the School's website is not contractual just informative, as may not be up to date. However, the hard copy requested to the School should be updated and therefore contractual.
20. **Academic Year:** Is the period in the year during which pupils attend school. The academic year will be set yearly in the school calendar and will be divided in three school terms in this period.
21. **Term:** It means a portion of the academic year, which duration shall be notified due course through the school calendar, that is set each year.
22. **Notice:** It means written notification addressed to and received by the Principal and/or the Head of Admissions on the Principal's behalf. For a notice to be valid, it should respect the deadlines outlined in these Terms and Conditions for each individual cause.

23. **Terms and Conditions:** It means these Terms and Conditions, which may be amended upon notice. The expression "Agreement" shall also mean these Terms and Conditions.
24. **The Pupil:** It is the minor named in the Registration Form. The age of the child shall be that shown in the child's birth certificate/ ID/ passport, and as interpreted in accordance with Spanish law.
25. **The School/ We:** It means the School as now or hereafter constituted (and its eventual legal successors).

Under these 'Terms and Conditions', you are legally responsible, individually, and jointly for complying with your obligations under these Terms and Conditions. You are legally entitled to receive relevant information about your child unless a court order has been made to the contrary, or there are other reasons that justify withholding information to safeguard the interests and welfare of your child.

## *C. ADMISSION AND ENTRANCE TO THE SCHOOL*

26. **Registration and Enrolment fees:** Applicants will be considered enrolled with the School once the Registration Form and Offer Letter have been completed, signed and returned to the School and the Registration and Enrolment Fees have been settled. "Entry" occurs on the date when a Pupil attends the School for the first time under this contract. Registration at the School will be subject to the availability of a place and the pupil and parent's compliance with the admission requirements in effect at the time. The School reserves the right of admission at its sole discretion.
27. **Equal Treatment:** The School is a School for Pupils between the ages of 0 and 18 years. The School welcomes staff and Pupils from different ethnic groups, backgrounds and creeds, respecting human rights and freedoms. Our physical facilities for people with disabilities are subject to review and improvement and every reasonable effort will be made to ensure that the School's culture, policies and procedures are accessible to children and staff members with disabilities. Our aim is and always will be to comply with our legal and moral responsibilities under equal treatment legislation for all persons and we are constantly progressing to make reasonable adjustments to cater for all our pupils and staff. That said, it is important to emphasise that the School will always apply the principle of the best interests of the child, and in cases where the adaptation of our facilities and resources is limited in any way, we will recommend appropriate assessments and possible institutions where the child's educational needs can be met as required.
28. **Visa:** Parents must inform the School if their child requires School sponsorship in order to apply for a visa to study at the School. Where a child is sponsored by the School for immigration purposes, parents shall allow the School to obtain and retain copies of the Pupil's passport and visa. It shall be always the parents' responsibility to ensure that their child has the appropriate immigration permit to reside in Spain and study at this School.
    If by any reason, a Pupil´s visa is not granted or revoked for any reason, and the Pupil has to leave Spain before the school year finishes, the School will be entitled to the fees in lieu of notice.

## *D. PASTORAL CARE*

29. **Meaning:** Pastoral care is the common denominator present in all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil as well as the integrity of the School community.

30. **Our Commitment:** We will do all that is feasible to safeguard and promote the welfare of your child and to provide pastoral care, at least to the level required by policy. We expect all our employees, volunteers and any contractors / consultants and partner agency staff in our schools to share this commitment. In this regard, the human rights and freedoms of your child will be respected which must be balanced against the legal needs and standards of the School community and the rights and freedoms of others. The School expects all parents to support the School in promoting a safe culture and the wellbeing of all children.
31. **Complaints:** Any questions, concerns or complaints about the personal care or safety of a Pupil or in relation to any educational or other matter relating to the School should be notified in writing as soon as possible. The subject matter of any complaint may be reported if and as appropriate to the relevant authorities. Complaints procedures can be found in the School's complaints policy on the website or can be provided by the School upon request.
    Safeguarding concerns should be reported to the Designated Safeguarding Lead in line with the Safeguarding Policy that can be found on the School's website or upon request at the School.
32. **Pupil´s rights:** The pupil, in the case of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and the right to have contact with both natural or adoptive parents. The Organic Law 3/2018 of December 5, on the Protection of Personal Data and Guarantee of Digital Rights establishes the legal majority to be a holder of personal data at 14 years of age.
    Should a conflict of interest arise between parents and pupil, the rights and duties of the pupil will prevail in most cases over the rights and obligations of the parents, and the interests of the minor will be prioritised as established by current legislation.
33. **Authority of Principal:** The Parents authorize the Principal to make and/or authorize all decisions that the Principal deems appropriate to safeguard and promote the welfare of the Pupil. Please see Section E below.
34. **Values:** The values of this School include fostering good relationships between staff members and the Pupils themselves. Bullying, harassment, victimisation, and discrimination will not be tolerated. The School expect the pupil and parents to comply with all applicable School policies. Parents may be asked to parents to withdraw the Pupil in circumstances of non-compliance. The School and its staff will act fairly in relation to the pupil and parents and we expect the same from the Pupil and parents in relation to the School and its staff.
35. **Physical Contact:** Parents consent to such physical contact as may be appropriate to good practice and suitable for teaching and instruction and to provide comfort to a Pupil at risk or to maintain safety and good order, as well as in relation to the Pupil's health and welfare. Parents also consent to their child's participation in contact and non-contact sports and other activities as part of the regular activities of the School as well as in connection with the extracurricular program. Parents further expressly acknowledge and assume that, while the School will provide adequate supervision, the risk of injury cannot be eliminated since it is inherent in the physical activities to be performed. Safeguarding, Intimate Care and Physical Restraint policies can be found on the website or upon request at the School.
36. **Physical contact with regard to contact sports:** It is the responsibility of the Parents or Legal Guardians to notify the school if the

Pupil should not participate in any specific sport, as otherwise we understand that the Pupil is capable of understanding the explanations of the teachers, thus assuming the potential risks.

37. **Communications:** Parents should, as soon as possible, communicate to the School any known medical conditions, any problems or conditions relating to the Pupil's physical and mental health, as well as any allergies that may affect the Pupil. Likewise, any known incidence in relation to any learning difficulties on the part of the Pupil or any member of his/her immediate family; or any disability, special educational needs or any personal and family circumstances that affect his/her behaviour or involve any emotional and/or social difficulties should be communicated. Likewise, they must report any circumstances that may affect the welfare or happiness of the Pupil, as well as any concerns regarding the Pupil's safety or any change in the financial situation of the parent(s) of a Pupil who is the recipient of a scholarship or financial support.
    Parents will be asked to withdraw their child if the Principal, acting in a proper manner, suspects that such vital information about the pupil has been deliberately withheld, either on the registration form, or at any later time, and when having retained such information is directly impacting the ordinary functioning of the educational functions of the student or his/her classmates.
38. **Confidentiality:** The Parents authorize the School so that, in order to safeguard or promote the welfare of the Pupil or to avoid a situation of risk of serious harm or damage to both the Pupil and any person in the School, teachers and other employees of the School are informed of a particular vulnerability affecting the Pupil, always ensuring respect and compliance with the legal standards established in relation to the protection of the Pupil´s personal data, as well as respect for the rights to privacy and image.
39. **Safeguarding File:** Parents acknowledge and agree that the School may share safeguarding information in a safe and secure manner with the Ministry of Education and its delegate administrative bodies in the different autonomous communities. All under the legal obligations that as an educational institution has been commanded by the laws for the protection of children and adolescents against violence.
40. **Monitoring tool for digital protection:** In order to ensure safety in the use of networks by our students, and covered by the public interest concern that us as data controllers must protect the best interests of the child, Colegios Laude S.L.U. implements in the devices provided to its students, or through their access account, that are also provided by the school, a tool for the control and blocking of Internet browsing. The tool protects them from offensive or not recommended websites in order to safeguard the moral integrity of students, and to enforce the ideology of Colegios Laude S.L.U. Likewise, the tool monitors end-user activity in order to identify or record prohibited activity and block prohibited uses, capturing screenshots of writings in which dangerous words are detected (suicide, racism, weapons, etc.), analysing them in each context, and activating our protocols, whenever the Safeguarding team deems it necessary.
    The tool complies with the requirements of current data protection legislation. We inform you that you can exercise your data protection rights by contacting our data protection officer at the following address: dpo.external@ispschools.com, or by writing to: COLEGIOS LAUDE, S.L.U., Av. De Europa 24. Puerta A, Bajo A. Edificio Torona, 28108, Madrid. You can also contact the Control Authority: www.aepd.es, if you consider that

your right has been violated. Further information is available in the Privacy Policy that you can find in our website https://ispschools.es..

41. **Special Precautions:** The Principal needs to be aware of any issues that are relevant to the safety of the Pupil. The Principal must therefore communicate in writing immediately any court decision or risk situation in relation to any Pupil which requires any special safety precautions. Parents may be removed from the School premises if the Principal, acting appropriately, considers such removal to be in the best interests of the Pupil or any other member of the School community.
42. **Leaving the School Premises:** We will do all that is reasonable to ensure that your child remains on the School premises during School hours. However, the School will contact the parents or relevant authorities, as soon as practicable, if the pupil leaves the School premises in breach of School rules or regulations. On the other hand, only pupils corresponding to the Bachillerato/ Sixth Form section are allowed to leave on an individual basis and always with the written authorization of the pupil's parent or legal guardian and with proof of a doctor's appointment or family commitment.
43. **Usual accommodation during the School Period:** Pupils must live with a parent or legal guardian during term time, weekends, permitted periods away from the School and half term holidays. In Schools where there is a boarding option and availability, external students whose home situation has changed may be allowed to stay in the residence at an additional cost. The Principal must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a parent.
44. **Communications with Parents:** With the exception of communication in respect of cancellation, reinstatement and notice of reinstatement, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as being made on behalf of both unless there are other arrangements between the School and the parent or legal guardian.
45. **Change in family circumstances:** In the event that a Pupil's parents are in the process of separation or divorce, they shall inform the School immediately, attaching only the documentation relating to this procedure, that confirms to the School: (i) which parent has parental custody of the Pupil at any given time, and (ii) the agreed visiting arrangements and iii) maintenance and the sharing of extraordinary expenses if this has any effect on the payment of the child's school fees. Unless otherwise provided by the relevant authority, and subject to verification by the School, any communication, writing, authorisation or any other documentation from the school relating to the education of the Pupil shall be signed only by the parent who has custody of the child. When custody is shared, the signature of both parents will be required on all school documentation. In the event of any additional cost involved in the enrolment of the child in any school activity not included in the school fees, the school assumes at all times that it has been agreed and accepted by both parents, regardless of the custody regime.
46. **Legal Guardian:** It is required that all non-EEA international Pupils, whose parents reside outside the country where the Pupil is studying, have a legal guardian in that country who has been given legal authority to act for and on behalf of the Parents in all respects and with whom the School will liaise. The School will not accept any responsibility during School vacations in relation to Pupils whose Parents are resident abroad. Parents and/or legal guardians of such Pupils must make appropriate

arrangements in relation to holiday periods, including travel to and from the School. The responsibility for the correct choice of a legal guardian rests solely with the Parents, who shall also be solely responsible for the suitability of the legal guardian and shall provide the School, prior to the start of the school year, with the contact details of the appointed legal guardian.

47. **Photographs:** It is the custom and practice of most independent (private) Schools, including this School, to include some photographs or images of Pupils in the School's promotional material such as the prospectus and website. Parents who do not wish any photograph or image of their child to be used in the School's promotional material should indicate this on the Registration Form.
48. **Pupil's Personal Belongings:** Pupils are responsible for the security and safe use of all personal belongings, including cash, cell phones, keys to lockers, watches, personal computers, calculators, musical instruments and sports equipment, as well as those items loaned to them by the School.
49. **Insurance:** Parents are responsible for taking out insurance for the Pupil's personal belongings while traveling to and from School as well as during any School activities outside the School premises.
50. **Liability:** Except in cases of negligent or culpable action causing personal injury, loss or damage to property, the School shall not be liable for accidental or other losses caused to the Pupil or the Parents or for loss of or damage to their property.
51. **Uniform and Dress Code:** The School has a uniform and dress code policy available on the website, with uniform being compulsory for all pupils. Where permitted by the School, those pupils who are in the final two years of secondary School (Bachillerato or Sixth Form) may not wear uniform and will be governed by a dress code policy provided prior to the start of term.

## *E. HEALTH AND MEDICAL ISSUES*

52. **Medical Declaration or Health Form:** For a Pupil's registration to the School, parents must complete a confidential Pupil health form that the School will share with the School Healthcare staff for her/him to do a corresponding follow up if required, in the event that the Pupil has any medical condition, health problem or allergy, or if the Pupil is unable to participate in games or sports activities, or has been in contact with infectious diseases. The School Nurse may contact the Parents in order to get further information.
53. **Medical Care:** In order for Pupils to benefit from the facilities and services provided by the local Health Services they must have the Spanish health card. Parents should always follow the recommendations of the School Healthcare staff, including the direction to keep Pupils at home if they feel unwell.
54. **Pupil Health:** The Principal may require from the parents at any time a medical opinion or certificate concerning the general health of the Pupil, whenever he/she deems it necessary for the personal interest of the Pupil or the School. A Pupil of sufficient age and maturity has the right to demand confidentiality of the report, however this may be subject to modification in the Pupil's own interest or if necessary for the protection of other members of the School community.
55. **Medical Information.** The health and/or psycho-pedagogical team may disclose confidential information about a Pupil at the School, provided it is in the best interest of the Pupil or other members of the School community. Such information will be given and received.

56. **Medical Emergencies:** In the event of failure to reach the parents in time, the parent authorizes the Principal to make decisions on behalf of the parent if the pupil needs to receive emergency medical treatment including blood transfusions, general anaesthesia, and operations, either within the facilities of the local health service or at a private hospital where the ability and qualifications of the medical personnel are certified. When due to the severity of the emergency there is no time to contact the principal for instructions, the parent authorizes the School Healthcare staff, or an appropriate member of the School staff to make the decisions previously stated.

## *F. EDUCATIONAL MATTERS*

57. **Our Commitment:** Within the published range of the School's provision from time to time, we 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 and to provide education to at least the standard required by law in the particular circumstances.
58. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Principal, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Principal in the case of a grave concern.
59. **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grades, written reports and consultation / parents meetings.
60. **Health & Life Skills Education:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.
61. **Public Examinations:** The Principal 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 Principal considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.
62. **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
63. **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
64. **Screening for Learning Difficulties:** The screening tests available to Schools 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, to be carried out at the Parents 'expense, can be recommended by

the School or carried out independently by the Parents themselves.

65. **Information about Learning Difficulties:** Parents must notify the Principal and/or Head of Admissions when completing the School's Health Form and subsequently 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 Principal 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 School reserves the right to charge any additional teaching provided as an extra.
66. **Progression through the School:** It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 13 (2ºBachillerato). Parents will be contacted to confirm the re-enrolment and to pay the Re-enrolment fee for the following year during the second term, to secure a place for the following academic year. In the event that they do not want a place for the following academic year, they must notify the School in writing specifying the reasons and/or filling out the withdrawal form, within **15 natural days** of receiving the Re-enrolment letter, as specified in cl. 16. In the case of not confirming the re-enrolment in the agreed period, please note that the School may release the place and make it available for another Pupil.
67. **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 will acknowledge and allow to be acknowledged the Pupil's role in the creation / development of intellectual property.
68. **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work on School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Principal and staff.
69. **Educational Visits:** A variety of educational visits will be provided for your child while a Pupil here. The cost of some educational visits will be charged as an extra and added to the invoice. Educational visits abroad or those in Spain involving an overnight stay will be the subject of a separate agreement with Parents and the cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be payable in full by parents.

70. **School Exchanges:** Pupils who decide to transfer to another School that is not part of the ISP group for a term, will have to pay the Re-enrolment fee and the termly fees as usual in order to preserve their place, unless there are other arrangements agreed with the School. Pupils who decide to transfer to another School for an exchange year will be required to pay the Re-enrolment fee for the following academic year to confirm their intention to return to the School.

## *G. BEHAVIOUR AND DISCIPLINE*

71. **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated to the School management team. The School management team is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
72. **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform and general appearance. Regular attendance at School is required to ensure continuity of instruction and to develop positive habits and attitudes of responsibility in our children. Parents are asked to communicate any absence to the School office as soon as possible and no later than 8:30 am on the day of the student's absence, either by phone or email. Unauthorized absence, said of that without parental permission, will be monitored, recorded, and notified to the parents. Students with continued and excessive absences without valid reasons shall be contacted for a meeting with the Head of Stage/ School Principal and their parents. In the event of a lengthy absence due to a serious health reason, a plan for the completion of schoolwork must be developed between the Parents and the School. It is important for students to prioritize attendance, especially on days when testing is occurring, or projects are due. The minimum attendance required, as per the School´s safeguarding and attendance policy, is 95%. Failure to comply with attendance requirements may result in consequences, including but not limited to disciplinary actions, meetings, or termination of the student's enrolment at the School.
73. **School Rules:** The School Rules are available on the School Website or in the Parent Handbook.
74. **School Discipline:** The Parents hereby confirm that they accept the authority of the Principal and of other members of staff on the School management team´s behalf 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. The School's disciplinary policy which is current at the time and is available on the School´s website, applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
75. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned, and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action,

and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.

76. **Procedural Fairness:** An investigation which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
77. **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 the complaint or which the Principal has acquired during an investigation.
78. **Drugs and Alcohol:** If there is suspicion that a pupil has consumed or is under the influence of legal or illegal drugs or alcohol, his/her parents or guardian will be called immediately, and appropriate disciplinary action will be taken by the School.
79. **Terminology:** In these Terms and Conditions "Suspension" means that the Pupil has been sent home to serve a sanction for a limited period, as a disciplinary action, or while pending the outcome of an investigation into behaviour attributed to the Pupil. "Withdrawal" means that the parents have withdrawn the Pupil from the School. "Expulsion" means that the Pupil has been asked to leave the School temporarily or permanently in the circumstances described below.
80. **Sanctions:** The School's current policies on sanctions are available on the School website. The policy will be reviewable and may be subject to change, noting that unlawful will not be authorized as a sanction. Sanctions may include as a requirement the performance of tasks, but never demeaning or menial, on behalf of the School or the external community, detention for a reasonable period of time, loss of privileges, or suspension, or, alternatively, expulsion.
81. **Expulsion:** A pupil may be formally expelled temporarily or permanently from the School if it is proven that he/she has committed a serious penalty or has failed to comply with the disciplinary rules of the School. Permanent Expulsion is reserved for the most serious infractions. The Principal will act with procedural fairness in all such cases. The Principal's decision will be subject to review by the Board of Directors if requested by a parent, in this case Parents will receive a copy of the current review procedure. The pupil shall remain outside the School pending the outcome of the review.
82. **Fees during/after expulsion:** If the Pupil is expelled, there will be no refund of fees for the current or past months. All arrears of fees and any other sums owed to the School shall be due and payable.
83. **Expulsion under other circumstances:** The School may request the permanent or temporary expulsion of the pupil during the term or at the end of the term, if so decided by the Principal, as a consequence of misconduct, or lack of interest in the opportunities offered to the pupil by the School. It will also be grounds for expulsion of the pupil if the parents deal unjustly with the School which, while not constituting a breach of the School Rules, is aimed at or intended to damage or harm the School or its staff. The Principal shall act with procedural fairness in all such cases, and shall take into account the interests of the pupil and parents, as well as those of the School. The decision of the Principal shall be subject to review by the Board of Directors if

requested by a parent, in this case Parents will receive a copy of the current review procedure. The student shall remain outside the school pending the outcome of the review.

84. **Fees after expulsion for other circumstances:** If the pupil is expelled or decides to leave the School under the circumstances described above, the same fee regulations apply as for expulsion (see clause 82).
85. **Withdrawal:** When a Pupil is "Withdrawn" from the School register, the reason for the withdrawal shall be specified in writing by submitting the withdrawal form, to be requested at the School's office, and the date of the withdrawal shall be entered in the Pupil's file. These and other matters pertinent to the Pupil's withdrawal may be discussed with the Principal, parents and, if applicable, the Pupil, once the decision has been notified for the purpose of continuous improvement and correct running of the School.
86. **Complaints Procedures:** A complaint about any matter about the School's policies or administration does not imply a decision to expel or remove the Pupil, it must be made in accordance with the complaints procedure available at the School, a copy of which is available on the School's website or upon request at the School. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## *H. NOTICE PROVISIONS*

See also section F and section G.

87. **Notice (as defined above, cl. 22):** It shall be given by Parents (unless the contrary is stated in these Terms and Conditions) by all who have signed the Registration Form given before the first day of the last term the Pupil plans to attend the School. This should be addressed to and received by the Principal and/or the Head of Admissions on the Principal's behalf. It is expected that Parents will consult with the Principal before giving notice to withdraw the Pupil.
88. **60 Natural Days' Notice** must be given by Parents who wish to cancel a place which they have accepted, or if Parents wish to withdraw the Pupil who has entered the School; or if, following Year 11 (4ºESO) or Year 12 (1ºBAchillerato), the Pupil will not return for the following year even if he/she has achieved the required grades; or the Pupil wishes to discontinue extra tuition.
89. **Fees in lieu of notice:** It means full Fees for the current month the student is attending, and the next month that would have applied if the student had attended and not limited to the parental contribution in the case of a scholarship or other award or grant. This rule is necessary to promote stability and the ability of the School to plan its staffing and other resources.
90. **Cancellation:** It means cancellation of a place at the School which has been accepted by the Parents, which is made prior to the Pupil's entry to the School or in the event that the Pupil does not enter the School. See clause 9 for details of entry into the School.
91. **Cancellation of an accepted place before entry:** Cancellation of a place after acceptance and before the date of entry may cause the School a long-term loss as the School may not have been able to allocate that place to another applicant. However, the School agrees to limit the Parents' liability to Registration and Enrolment fees, without the right to a refund for either item. Special consideration may be given to cases of serious illness or hardship upon written request.
92. **Withdrawal:** It means the withdrawal of the Pupil from the School by the Parents, with or without the notice required by this contract, at any time after the Pupil's entry into the

School. To make the withdrawal effective, it must be notified in writing to the School by means of a withdrawal form requested to the School management, otherwise the charges corresponding to the School fees will continue to be made as normal. This may result in an overdue payment if not settled.

93. **Withdrawal caused by Parents:** If the Pupil withdraws with a notice of withdrawal of less than 60 natural days´ notice or is suspended for non-payment and more than twenty-eight (28) days have elapsed since the date of payment of the Fees, the fees in lieu of notice (cl. 89) will be immediately due and payable as a debt at the rate applicable to the term in question.
94. **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
95. **Withdrawal due to exceptional circumstances:** Pupils are considered to be withdrawn due to exceptional circumstances when they pass away or suffer a serious accident that prevents them from returning to classes for an indefinite period of time. In this regard, parents will be responsible for paying all fees due up to the date of the incident, the mere notification of the facts being sufficient cause for no additional charge to be made.
96. **Prior Consultation:** It is expected that Parents, or duly authorised education guardian, will in every case consult personally with the Principal or with the Principal's authorised Deputy or Head of Admissions before notice of withdrawal is given by the Parents.
97. **Discontinuing Additional Services, for example the after-school activities:** The Parents must give at least one month's prior written notice to discontinue additional charges. Otherwise, the Fees for the additional or extracurricular services will be considered as a debt unless there are other arrangements with the School.
98. **Termination by the School:** The School may terminate this agreement with twenty-eight (28) natural days notice in writing sent by regular mail /email or immediately in case of permanent expulsion. The School will not terminate the contract without good cause and without consultation with the Parents and the Pupil (in case of sufficient maturity and understanding). The School has the right to terminate the contract, whenever any clause contained in it, or in any of our policies, has been breached by the Parents or the Pupil.

## ***I. FEES***

99. **Meaning:** "Fee" and "Fees" used in these Terms and Conditions include among others, the following charges where applicable: Registration Fee, Enrolment Fee, Re-enrolment Fee, Tuition Fees; Fees additional services; such as lunch if applicable), uniform, books (if applicable), curricular activities (if applicable), School support, School trips, morning class, Saturday School, after School activities, educational licences (if applicable), re-billing of equipment such as calculators or flutes (if applicable), examination fees, international programme abroad, residence (if applicable), summer School, photographs and other items ordered by parents or Pupil, and other expenses incurred for educational visits as well as damage caused intentionally by the Pupil, acting alone or with others, to the property of the School or the property of others (excluding wear and tear) and late payment charges where applicable.
100. Payment: The Parents agree to pay directly to the School the Fees applicable to each month or year in respect to the School year, unless the Parents and the School have entered into a separate agreement for the

deferral of payment of the Fees. The monthly payment of School fees must be paid by direct debit through a SEPA account within the first five (5) days of each month. The corresponding bank details will have to be provided at the time of registration at the School.

If parents opt for annual school fee payments to avail of potential discounts, it's essential to note that withdrawing a pupil before the school year concludes will result in a refund for the remaining months, minus any applicable annual payment discounts. Moreover, failure to provide a term's notice of withdrawal will incur fees in lieu of notice, which will be deducted from the refundable amounts.

If any item on the invoice is subject to consultation, the balance of the invoice must be paid and subsequently proceed with the claim. Checks and other payment instruments delivered after the first day of the School term will not be considered as payment until cleared. If a direct debit is returned by the bank, additional charges will be incurred.

101. **Payment of Fees by a Third Party:** An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the School. The School reserves the right to refuse a payment from a third party.

102. **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 before or after public examinations or otherwise before the normal end of term; or if the School is temporarily closed due to adverse weather conditions or for any cause other than exceptionally and at the sole discretion of the Principal 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. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) would apply if the Pupil is expelled or removed. See also Section J for information about the rules on events beyond the control of the parties.

103. **Suspension for Non-Payment:** The right is reserved to suspend the non-obligatory educational service to the Pupil, school trips, additional exams, extra-curricular activities, upon three (3) days written notice if full payment of fees are not made. Suspension for these reasons is not a disciplinary matter. A Pupil who has been suspended from the educational service for Non-Payment of Fees shall be considered terminated without further notice from the School, twenty-eight natural (28) days after the Suspension for Non-Payment provided for in this section, and the provisions of section "H" shall apply in such a scenario with regard to "Fees in lieu of notice".

Please note, that having the Pupil at school during periods of non-payment with the corresponding educational service suspended could have psychological consequences for the child and lead to possible discrimination. For this reason, the child must remain at home until payment has been received or an agreement with the School reached.

Additionally, it should be noted that the school reserves the right to re-enroll a Pupil in case of outstanding debts at the start of the next academic year.

104. **Late Payment:** Unless there are alternative provisions for the payment of interest in a

separate consumer credit agreement between the Parents and the School, simple interest may be charged on unpaid Fees on a daily basis. The rate of interest charged shall be up to 3% per month, which shall accrue daily and which is an actual pre-estimate of the cost to the School of non-payment. Parents shall also be responsible for the payment of all costs, fees and expenses, including legal fees and expenses reasonably incurred by the School in recovering unpaid Fees.

105. **Partial Payment:** The School will accept amounts less than the full amount due only as payments on account. Any late payment charges will be applied to reduce outstanding fee balances where applicable. It is possible for parents and the School to agree on a specific, one-time payment plan in accordance with the provisions of clause 107.

106. **Appropriation of Fees:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those parents.

107. **Instalment Arrangements:** An agreement by the School to accept payment of current and / or past and / or future Fees by instalments is concessionary and will be subject to separate agreement/s between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

108. **Fees in Advance:** Schemes under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement. If Parents wish to make an advance payment, please contact the Administration Office for further details. Please note that in any case, the Re-enrolment Fee must be paid on the basis of the conditions described in these terms and conditions (clause 16).

109. **Scholarships, Bursaries and Discounts:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents in writing at the time of offer.

110. **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a Fee increase, notice of withdrawal given within 21 days after notice of the increase was received will not incur in Fees in lieu of notice (cl.89).

111. **Money Laundering:** In some circumstances the School will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees. Due to the Spanish Money Laundering Prevention Laws, the School is also unable to accept payment of Fees in cash, except for those whose concept is not equal to or greater than the legal maximum amount (€1000).

## *J. EVENTS BEYOND THE CONTROL OF THE PARTIES*

112. **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fi re, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

113. **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that

party shall immediately notify the other in writing and shall be excused from performing those obligations up to ninety (90) days from the time of the notification.

114. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than ninety (90) days, the party who has provided notification under clause 113 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

115. **Termination due to Force Majeure Events:** If the Force Majeure Event continues for a total period greater than one hundred and twenty (120) days, the party in receipt of notification under clause 113 may terminate this agreement by providing at least three (3) working days' notice in writing to the other party.

## *K. GENERAL CONTRACTUAL MATTERS*

116. **Management:** It is our intention that the 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. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

117. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
The School reserves the right to take any legal action it may be entitled to in the event of non-payment of the Fees by the established deadline, as well as in the event of non-compliance with any other obligations under this document.

118. **Data Protection:** By signing the Registration Form or agreeing to be bound by these Terms and Conditions, Parents and guardians in their own names and on behalf of the Pupil authorize the School to process all personal information, including personal financial and sensitive information deemed necessary for the legitimate fiends of the School. This information includes copy of parents' and Pupil's passport/identity card, copy of parents' NIE number or residence card, parents' and Pupil's date of birth, parents' and Pupil's contact details (address and phone number), Pupil's health details, bank details for direct debit, copy of custody agreement (if applicable) Parents undertake with the School to keep the data permanently up to date.

119. **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and procedures, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate re-organisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year.

120. **Consultation:** It is not practicable to consult with parents and Pupils over every change to the School´s operations or activities that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership. For

example, notice would be given to remove a subject from the curriculum.

121. **Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Ley General para la Defensa de los Consumidores y Usuarios in Spain or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
122. **Representations:** Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, 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 before entering this agreement.
123. **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
124. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. 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.
125. **Jurisdiction:** This contract was made at the School and is governed exclusively by the Spanish courts and Spanish law according to the Spanish Consumer Protection Law. It shall be understood that the courts responsible shall be those corresponding to the address according to the school where the child is enrolled.
126. **Modifications of clauses in these Terms and Conditions:** The fact that one or more clauses of this contract are modified or declared null, and void shall in no case imply the nullity of the contract as a whole, the rest of the stipulations remaining in full force and effect.

***BOARDING STUDENTS:***

1. Student Visas and European Union Citizen Registration Certificates: All international Pupils that reside in any of our boarding houses, must have a Foreigner Identity Number (NIE) assigned to them. In case of having a non-European nationality, a study visa must be requested by the Pupil's family at the Spanish Consulate in their Country of Origin. Once they have entered Spain using their visa, they must obtain the corresponding identification by completing registration at the Spanish Immigration Office. In case of Pupils of European Nationalities, once they have entered Spain using their passport, they must obtain their proper identification by completing registration at the Spanish Immigration Office.

2. Assistance Fee: For any case in which the Pupil needs assistance in the process of obtaining their Foreigner Identity Number (NIE) once they enter Spain, a fee of one thousand euros (1000€) must be paid to the school on the week prior to the Pupil's arrival to the school.

3. Power of Attorney: Due to our safeguarding protocols, the school must be able to meet all the needs required by Pupils during the time they are under our care. For this purpose, parents must sign Power of Attorney to the Head of Boarding and Head of School. To do so they must fill in the Power of Attorney form provided with their Registration and Handbook. Once filled, they must notarize the form followed by its legalization or apostille complying with their national legislation. Both the notarized Power of Attorney and its legalization/apostille, must be translated to Spanish by a certified translator, and returned to the school by the latest on the first day of arrival of the Pupil to our school. The described Power of Attorney will give the Head of Boarding and Head of School rights to make educational, legal, and medical decisions for the Pupil, when due to urgency the parent cannot consent in a timely manner. All decisions will always be made respecting the moral and physical integrity rights of the Pupil.

4. Permanent expulsion: When a Pupil is permanently expelled from our school or boarding house, they will be given a three (3) day notice to be picked up by the parents and abandon school property. If the Pupil was not to be picked up in the period given, the school will arrange their transfer back to their country of origin and all expenses will be billed to the Pupil´s parents. During the time the Pupil awaits their parent's arrival, they must check-in at the school´s reception each morning at 9am and will be supervised by one of the schools staff members until the end of the school day, when they can return to their dormitory.

5. Temporary expulsion: In case of a temporary expulsion, the Pupil must check-in at the school´s reception each morning at 9am and will be supervised by one of the school's staff members until the end of the school day, when they can return to their dormitory. They must do so for as many days it takes to conclude the possible investigations opened for their case, and until a final decision is made in terms of returning to classes or receiving a permanent expulsion.

6. Suspension for Non-Payment of the Boarding House fees: When boarding house fees are not paid in full, the right is reserved to suspend the Pupil of the boarding house service. A discretionary period of fifteen (15) days will be given upon reception from the parents of the corresponding written notice. If payment was not to be made, the parents must pick up the Pupil and abandon school property. If the Pupil was not to be picked up in the period given, the school will arrange

their transfer back to their country of origin and all expenses will be billed to the Pupil´s parents. During the discretionary period, the Pupil can continue to attend classes if all educational fees are up to date. When both educational fees and boarding house fees have not been paid in full, the Pupil must check-in at the school´s reception each morning at 9am and will be supervised by one of the school's staff members until the end of the school day, when they can return to their dormitory.

## DATA PROTECTION INFORMATION NOTES

1. The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems, duly protected.
2. These notes refer to the "processing" of information. Data processing consists of any and all operations performed on an individual's data, including but not limited to collecting, receiving, reproducing, extracting and storing this information.
3. The School processes information about your child for the finds of safeguarding and promoting the welfare of your child, promoting the objects and interests of the School, facilitating the efficient operation of the School and ensuring compliance with all legal obligations of the School. Only with the express consent of the parents contained in the Registration and Health form, relevant health data of the Pupils can be processed or the image of the Pupils for marketing or promotional purposes. You may withdraw your consent at any time without retroactive effect.
4. The School may process different types of information about your child for the above purposes. Such information may include:
   - Medical histories and information, including details of illnesses, allergies or other medical conditions suffered by your child.
   - Personal details, such as address, date of birth and next of kin.
   - Information about your child's performance at the School, including discipline record, School reports and examination reports.
   - Financial information including information about the payment of fees at this School.
   - Information about your child's behaviour contained in the school counsellor's file.
   - Your child's image for promotional purposes, provided we have your consent.
5. Where it is considered necessary for the performance of any processing to be carried out by the School, we may share with third parties certain information, always obtaining their prior consent, and complying with the duty to inform about: the recipient of the data, purpose, data to be disclosed and the rights they are entitled to.
6. If the School enters a separate arrangement for the payment of fees, identity verification in respect of a credit application assessment, we may search the files of any authorized credit reference agency who will have a record of that search and details of your application. Other organizations that conduct searches on you will see this record.

   Failure to provide information may be grounds for refusal of credit.
7. We also inform you that you have the rights of Access, Correction, Limitation, Objection, Cancellation and Portability. For more information about your rights, or to exercise these rights, you can contact us free of charge by writing to protecciondatos@internationalSchoolpartnership.com.

**Tutor 1 name and surname:**

**Tutor 1 Passport/ID Number:**

**Tutor 2 name and surname:**

**Tutor 2 Passport/ID Number:**

**Date:**