



## TERMS AND CONDITIONS

### 1. INTRODUCTION

**Terms and conditions:** These Terms and Conditions together with the **Acceptance Letter** and **Fee Information Document** form the basis of a legally binding contract between the Parents and the School for the provision of educational services (the Contract). These Terms and Conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing and development of the School.

**Prospectus and website:** The School's prospectus and website are not contractual documents. Please see clause 11.5 below for further information.

### 2. DEFINITIONS

In the Contract, some words and phrases have particular meanings and have to be defined. Such defined terms are set out below:

**2.1. The Acceptance Letter:** The form provided by the School for Parents to sign and complete when accepting a place for their child at the School.

**2.2. The School or We or Us:** means The King's School, Vattanaacville as now or in the future constituted (and any successor).

**2.3. School Board:** 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 governance of the School.

**2.4. The Principal :** means the Principal or Head of School as appointed by the School Board to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated.

**2.6. The Parents or You:** means the parents or any other legal guardian who have signed the Acceptance Form and who have therefore accepted responsibility for a child's attendance at the School. The signatories to the Acceptance Form are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions.

**2.7. Parental Responsibility:** Those who have Parental Responsibility: the legal responsibility for the child), and are entitled to receive relevant information concerning the child whether or not they are a party to this contract. The exception is where a court order has been made to the contrary, or there are other reasons, which justify withholding information to safeguard the best interests and welfare of the child.

**2.8. The Student:** means the child named on the Acceptance Letter and of whatever age to be admitted by the School to be educated. The year group of the Student will be calculated in accordance with British custom.

**2.9. The Schedule of Fees:** means the School's prevailing fees notified to you from time to time and available upon request.

### 3. ACCEPTANCE AND ENROLMENT AT THE SCHOOL

**3.1. Registration and admission:** Applicants will be considered as candidates for admission and entry to the School when the application form has been completed and returned to us. Admission will be subject to the availability of a place and the Student and the Parents satisfying the admission requirements at the relevant time. Enrolment occurs on the date when the Student attends the School for the first time under these Terms and Conditions.

**3.2. Offer of a place:** A place will be secured upon the Parents completing the Acceptance Letter and paying the designated term's tuition fees. This secures a place on the School's student roll until the following term's tuition fees or the following year's tuition fees are due.

### 4. PASTORAL CARE

**4.1. Safeguarding and welfare:** The School has a duty to safeguard and promote the welfare of all students. This includes a legal duty to act if the School has concerns about inappropriate physical, social or psychological environments within a child's family or home. If we have such concerns, we will try to work with families to support changes in behaviour. Physical, social or psychological concerns could include, but are not limited to, the use of disciplinary methods such as hitting, restrictions on physical liberty, or

recurrent verbal berating or intimidation. In some circumstances, the School has a duty to report concerns to the relevant authorities and any future school or educational establishment to which a student is transferred.

**4.2. Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student or any educational issue or other matter connected to the School must be notified to the School as soon as practicable.

**4.3. Student's rights:** The Student has certain legal rights, which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.

**4.4. Principal's authority:** The Parents authorise the Principal to take and/or authorise in good faith all decisions, which the Principal considers on proper grounds, will safeguard and promote the Student's welfare. Please see clauses 5 and 6 below.

**4.5. Ethos:** The ethos of the School is to foster good relationships between all Students, members of staff, Parents and extended family members and other care providers. Bullying, harassment, victimisation, discrimination and behaviour generally not in line with the School's values will not be tolerated. The School and its staff will act fairly in relation to the Student, the Parents, the wider family members and other care providers and it is expected that this will be reciprocated.

**4.6. Physical contact:** The 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 the Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that, while the School will provide appropriate supervision the risk of injury cannot be eliminated.

**4.7. Disclosures:** To the extent not previously disclosed or not previously known, the Parents must, as soon as possible upon becoming aware of such matter, disclose to the School in confidence:

- 4.7.1. any known medical condition, health problem or allergy affecting the Student;
- 4.7.2. any history of a learning difficulty on the part of the Student or any member of his/her immediate family;
- 4.7.3. any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Student;

**4.8. Confidentiality:** The Parents authorise the Principal to impart confidential information on a "need to know" basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. To the extent permitted by law, the School reserves the right to monitor the Student's e-mail communications and internet use at school (including via a personal mobile device) in circumstances where the School suspects there has been a breach of the disciplinary policy and investigative action is required under section 9.

**4.9. Special precautions:** The Principal needs to be aware of any matters that are relevant to the Student's safety and security. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or any other member of the School community.

**4.10. Leaving School premises:** The School will do all that is reasonable to ensure that the Student remains in the care of the School during School hours but we cannot accept responsibility for the Student if he/ she leaves School premises in breach of School rules or regulations.

**4.11. Residence during term time (if applicable):** The Student is required during term time and at weekends, statutory holidays, half-term holidays, or when released home due to illness, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Principal must be notified in writing immediately if the Student will be residing during term time under the care of someone other than the Parents.

**4.12. Relationship with the School:** In addition to your other obligations included elsewhere in these Terms and Conditions, you undertake to co-operate with the School and the School staff in good faith, including:

- 4.12.1. maintaining a constructive relationship with School staff;
- 4.12.2. encouraging your child in his or her learning, and giving appropriate support at home;

- 4.12.3. keeping the School up-to-date and informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges for your child) and ensure that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- 4.12.4. providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and;
- 4.12.5. attending meetings and otherwise keeping in touch with the School where your child's interests so require;

**4.13. Communication with Parents:** You (and each of you as the holders of Parental Responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned.

Accordingly, the School is entitled to treat:

- 4.13.1. any instruction, authority or request received from one of you as having been given on behalf of both of you; and;
- 4.13.2. any communication from the School to one of you as having been given to both of you;

**4.14. Absence of Parents:** When both Parents will be absent from the Student's home overnight or for a 24-hour period or longer, the Principal must be told in writing the name, address and telephone number for 24-hour contact with the adult who will have the care of the Student.

**4.15. Photographs or images:** It is the practice of the School to include photographs or images of Students in the School's promotional material such as the prospectus, the website and School social media channels. You agree to allow the School to publish images of you and your child for the purposes promoting the School, the King's School, Canterbury family of schools or schools associated with the School, where such images are taken or recorded in the School's premises or activities. You can opt-out of this clause by sending us an email that will be attached to your acceptance letter.

**4.16. Transport:** The Parents give their consent to the Student 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.

**4.17. Student's personal property:** The Student is responsible for the security and safe use of all his / her personal property including money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.

**4.18. Off-site:** The School does not accept any responsibility for the welfare of the Student when not on the School premises unless he or she is on the School bus service or taking part in a School activity and under the supervision of a member of the School staff.

**4.19. Insurance:** The Parents are responsible for insurance of the Student's personal property whilst at the School or on the way to and from the School or any School-sponsored activity away from School premises.

**4.20. Liability:** Unless otherwise expressly provided by law, the School does not accept responsibility for accidental injury or other loss caused to the Student or the Parents or for loss or damage to property except where caused by the wilful or negligent actions by the School.

## 5. HEALTH AND MEDICAL MATTERS

**5.1. Medical declaration:** Before the Student enters the School, the Parents will be asked to complete a confidential medical form concerning the Student's health. Following enrolment, Parents undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections, complemented by a medical certificate. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically).

**5.2. Emergency medical treatment:** If your child requires urgent medical attention while under the care of the School, we will attempt to obtain your prior consent. However, should we be unable to contact you in the event of an emergency, the Parents authorise the Principal to consent on their behalf to the Student receiving emergency medical treatment recommended by a doctor (including general or local anaesthetic, operation or blood transfusion (unless you have previously notified us you object to blood

transfusions). In addition, should it be necessary for the School to arrange for your child to see a doctor, it will be the Parents' responsibility to ensure that their children have adequate insurance or to pay for the medical cost.

**5.3. Student's health:** The Principal may at any time require a medical opinion or certificate as to the Student's general physical and/or mental health where the Principal considers it necessary as a matter of professional judgement in the interests of the Student and/or the School community. The Student, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the School community.

**5.4. Disclosure of confidential information:** Throughout the Student's time as a member of the School, the Principal shall have the right to disclose confidential information about the Student if it is considered to be in the Student'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.

## **6. TEACHING AND LEARNING**

**6.1. Provision of education:** 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 Student, and to provide education to at least the standard required by law in the particular circumstances.

**6.2. Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way, which, in the professional judgement 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 Students. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's class teacher, or other appropriate member of staff, as soon as possible, or contact the Principal in the case of a serious concern.

**6.3. Progress reports:** The School shall monitor the Student's progress and shall report regularly to the Parents by means of grades, full written reports and Parents' meetings.

**6.4. Parent portal:** For accessing progress reports and tracking data, Parents are required to use the Parent portal found on the Engage School website, or such other method as may be communicated from time to time.

**6.5. Health, life skills and behaviour education:** The Student will receive behaviour management training to ensure that they are aware of how to manage and regulate their own behaviour to ensure a safe environment reducing the risk of injury or harm to themselves and others. The Student will receive wellbeing lessons including health and life skills education appropriate to his/her age in accordance with the curriculum from time to time.

**6.6. Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Student, and about future education prospects shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

**6.7. English as an additional language:** The curriculum at the School requires students to be able to communicate fluently in English using the four productive skills: speaking, reading, writing and listening. If a Student is identified as requiring additional support with these English skills, they may be required to participate in the School's EAL programme.

**6.8. Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty, which is considered to be a 'special educational need'. The School staff are not, however, qualified to make a diagnosis of conditions; and the School may require the Parents to undertake formal screening and assessment by the appropriate professional in respect of any such suspected or known conditions.

**6.9. Screening for learning difficulties:** The screening tests available to schools and nurseries are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Student may have a learning difficulty. A formal assessment will need to be arranged by the Parent at the Parents' expense. The School may recommend the type of screening and/or formal assessments and may recommend reputable clinics and practitioners. If Parents do not undertake formal assessments to the satisfaction of the School, the School may carry out the formal assessments at the Parents' expense.

**6.10. Information about learning difficulties:** The Parents shall have disclosed in the application form and the confidential medical form and subsequently in writing if they are aware or suspect that the Student has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Student if, in the professional judgement of the Principal and after consultation with the Parents and with the Student (where

appropriate), the School is unable to provide adequately for the School's special educational needs. The School reserves the right to charge for the provision of additional teaching support.

**6.11. Moving up the School:** It is assumed that if the Student satisfies the relevant criteria at the time he/she will progress through the School. The Parents will be consulted before the end of March if there appears to be any reason why the Student may be refused a place in the next year grade or next stage of the School. The Parents must give notice in accordance with the provisions about notice in clause 7 below if they do not intend the Student to proceed to the next stage of the School.

**6.12. 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 Student in conjunction with any member of staff and / or other Students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in the creation / development of intellectual property.

**6.13. Student's original work:** Copyright in the Student's original work, such as classroom work, prep or homework, projects, practical work and computer generated material, belongs to the Student. Most such work will be returned to the Student 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 Student, to our retaining such work on School's premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to protect ongoing academic integrity.

We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Principal or staff.

**6.14. Educational visits:** A variety of educational visits may be provided for the Student. Educational visits may incur additional charges with the cost of any such trip being payable in advance. The Parents' prior consent will be sought for all visits. The Student is subject to School discipline in all respects whilst engaged in educational visits.

**6.15. Public examinations:** The Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of his/her professional judgement, the Principal considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence; for example, if the Student has not worked or revised in accordance with advice or instruction from his/her tutors.

## 7. WITHDRAWAL AND NOTICE

**7.1. Withdrawal:** If Parents wish to withdraw their child for any reason from the School, the Parents shall send written notice to the Principal.

**7.2. Full term fees:** A full term's fees are payable for any term during which the Student is in attendance, be it for part or all of the term. Term fees once paid are non-refundable for the term they are paid for.

**7.3. The School reserves the right to withdraw** the Students place for the following term or academic year if fees are not paid by the invoice due date, which shall be 4 weeks prior to the start of term or academic year.

**7.4. Prior consultation:** It is expected that the Parents will consult personally with the Principal or with the Principal's authorised deputy before notice of withdrawal is given by the Parents.

**7.5. Cancellation:** Means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Student enrolls at the School; or where the Student does not enrol at the School. The cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If a place is cancelled after the term fees have been paid, the fees will not be refunded.

**7.6. Termination by the School:** The School may terminate this agreement on three months' notice in writing sent by the Principal to the Parents at the address shown in our records. The Principal will not terminate this agreement without good cause and full consultation with the Parents.

**7.7. Tax receipts:** The Kingdom of Cambodia tax authorities require that the School obtain the return of receipts before making refunds

## 8. FEES

**8.1. Fees:** All the costs incurred in the usual course of your child's education by the School, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School. Any additional and elective activities outside of the school curriculum (such as private music lessons or educational visits) in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly.

**8.2 Public examinations:** In addition, all public examination charges (for IGCSE and IBDP) shall be charged as supplemental to the fees. Additional charges incurred by the School in providing support in terms of the special educational needs of your child or for any unsatisfactory exam results with re-sit entry or remarking may also be charged as supplemental to the fees.

**8.3. Liability for fees:** Each of you who has signed the Acceptance Form is liable for the whole payment of the fees and any and all supplemental charges. Additionally, each of you remains liable to the School for the whole of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges (or any part of them).

**8.4. Refund or waiver:** Fees will not be refunded or waived if:

- 8.4.1. the Student is absent through illness; or;
- 8.4.2. the Student is required to study at home as a result of the School providing educational services remotely for whatever reason; or;
- 8.4.3. term is shortened or vacation extended as necessary adjustments; or;
- 8.4.4. the Student is released home for study leave before the normal end of a term; or;
- 8.4.5. the School is temporarily closed due to adverse weather conditions; or;
- 8.4.6. for any reason other than exceptionally and at the sole discretion of the Principal, under the guidance of the School Board, in a case of genuine hardship or unless there is a legal liability under a court order or under the provisions of this agreement to make a refund. See also Section 10 for information about events beyond the control of the parties.

**8.5. Exclusion for non-payment:** The School reserves the right to exclude the Student on three days' written notice if fees are overdue for payment. If the Student is excluded for a period of 14 days, he/she will be deemed withdrawn without notice. Exclusion in these circumstances is not a disciplinary matter and the right to a School Board Review will not normally arise.

The School may withhold any information, character references or property while fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.

**8.6. Late payment:** The School may make an interest charge of 2 per cent per month on any late payments. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date. You must pay the School the interest together with the overdue amount. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid amounts.

**8.7. Allocation of payments to your fees account:** Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

**8.8. Scholarships and bursaries:** If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents treating the School and its staff reasonably. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Principal, your child's attendance, progress or behaviour no longer merits the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Principal that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance

**8.9. Fees increases:** Fees are reviewed annually and are subject to increase from time to time. Parents will usually be notified of fee increases prior to the start of May with changes usually taking effect from the start of the academic year.

**8.10. Information about fees:** Parents give consent to the School making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Student is to be transferred if any fees of the School are unpaid.

**8.11. Currency:** Fees are denominated in USD. If any payment of any sum due to the School is made in a currency other than USD, then the parents should contact the school to ascertain the current rate of exchange. If there is any shortfall in an amount received by the School (including without limitation as a result of bank fees or foreign exchange conversion), the Parents shall be liable to pay such shortfall to the School upon demand.

**8.12. Identification:** The School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying fees.

## **9. BEHAVIOUR AND DISCIPLINE**

**9.1. School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the School Board to the Principal. The Principal 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 Student is at issue.

**9.2. Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Student will take 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 regarding wearing of uniform and general appearance. Wherever possible prior consent for absence should be sought from the Class Teacher and/or Tutors.

**9.3. School discipline:** The Parents accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the School community as a whole. Further, members of the King's School community are expected to uphold the School Rules and values at all times. Disciplinary action would not be limited to transgression of behaviour on school grounds and during the school day.

**9.4. Investigative action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student will face formal disciplinary action. If a Student faces formal disciplinary action, arrangements will be made for the Student to be accompanied and assisted by the Parents, or a teacher of the Student's choice.

**9.5. Procedural fairness:** Investigation of a complaint, which could lead to expulsion, removal or withdrawal of the Student 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 so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of the Parent, the Student will be assisted by an adult (usually a teacher) of his/her choice.

**9.6. Divulging information:** Except as required by law, the Student and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.

**9.7. Drugs and alcohol:** The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Student's permanent medical record.

**9.8. Sanctions:** Sanctions may include: detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.

**9.9. Definitions of sanctions:** In this Section of these Terms and Conditions:

- **Expulsion:** means that the Student is required to leave the School permanently in circumstances described in clause 9.11
- **Removal:** means that the permanent removal of the Student from the School is required
- **Suspension:** means that the Student is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a School Board Review.
- **Withdrawal:** means the withdrawal of the Student from the School by the Parents or the Student, with or without notice required under these Terms and Conditions at any time after the Student has enrolled at the School.

**9.10. Expulsion:** The Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision to expel shall be subject to a School Board Review if requested by the Parents.

**9.11. Removal in other circumstances:** The Parents may be required to remove the Student permanently from the School, if, after consultation with the Parents and the Student, the Principal is of the opinion that:

- 9.11.1. by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/ or the community life offered by the School; or;
- 9.11.2. if the Parents' behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable or adversely affects (or is likely to adversely affect) your child or other Students progressing at the School; or the wellbeing or the reputation of the School or members of its staff, then in these circumstances, and at the sole discretion of the Principal. Withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the School.

**9.12. Leaving status:** The School reserves the right to record the leaving status of the Student on the Student's file immediately after removal or withdrawal. Reapplication to the School will result in all due fees being applicable.

**9.13. School Board review:** The Parents may request a review by the School Board (School Board Review) of a decision to expel or require the removal of the Student from the School (but not a decision to suspend the School unless the suspension is for 11 School days or more, or would prevent the Student taking a public examination). The request shall be made as soon as possible and in any event within seven days of the Principal's decision being notified to the Parents. The Parents will be entitled to know the names of the School Board members who make up the Review panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents, such approval not to be unreasonably withheld.

**9.14. Review procedure:** The Principal will advise the Parents of the procedure (current at that time) under which a School Board Review shall be conducted by a panel of three member of the School Board. If the Parents request a Review, the Student will be suspended from School until the Review procedure has been completed. While suspended, the Student shall remain away from School and will have no right to enter the School's premises during that time without written permission from the Principal. The School Board Review will be conducted under fair procedures in accordance with the requirements of natural justice.

**9.15. Complaints procedures:** A complaint about any matter of School's policy or administration not involving the removal of the Student must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## 10. EVENTS BEYOND THE CONTROL OF THE PARTIES

**10.1. Force Majeure:** An event beyond the reasonable control of the parties to this agreement is a Force Majeure Event and shall include such events as fire, flood, storm, war, riot, civil unrest, act of terrorism, compliance with any law or governmental order, rule, regulation or direction (including that of a local municipality) strikes, industrial disputes, outbreak of epidemic or pandemic of disease, chemical or biological contamination, failure of utility service or transportation.

**10.2. Notification:** If either party to this 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 while the Force Majeure Event continues.

**10.3. Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 above shall notify the other of the steps to be taken to ensure performance of this agreement.

If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this agreement by providing at least three working days' notice in writing to the other party.

## 11. GENERAL CONTRACTUAL MATTERS

**11.1. Notices:** All notices required to be given under these Terms and Conditions must be given in writing:

- 11.1.1. Notices sent to the School must be addressed to the Principal; and
- 11.1.2. All communications (including notices) sent to the Parents will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You undertake to notify the School of any change of address (es) or other contact details.

**11.2. Information on record:** The School will hold information about Parents and Students including assessment results, Parent and guardian contact details, financial information, details of medical conditions and images. This information is kept electronically on the Student's information and data management system (to the extent permitted by law, which may include cloud based storage or



back-up including remote servers not located in the Kingdom of Cambodia nor under the control of the School) or manually in indexed filing systems.

**11.3. Data processing:** By signing the Acceptance Form and 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 Student authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School.

**11.4. Changes:** The School is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, in the premises, facilities and their use, in the curriculum and the size and composition of classes, 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 reorganisation 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.

**11.5. Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its 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. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or a statement made by a member of staff or a Student during the course of a visit to the School or during a meeting relating to an application for a place or otherwise they should seek written confirmation of that matter before entering into this agreement.

**11.6. Third party rights:** Only the School and the Parents are parties to this Contract. Neither the Student nor any third party is a party to it. No person other than a party to this Contract shall have any rights to enforce any term of this Contract.

**11.7. Continuing obligations:** The provisions of clause 2 (Definitions), clause 4.15 (Photographs or images, unless opted-out), clause 4.20 (Liabilities) (but only with respect to breach of obligations arising prior to the termination hereof or with respect to other Continuing obligations), clause 6.12 (School's intellectual property), clause 10.1 (Force Majeure), clause 11.8 (Interpretation), and clause 11.10 (Governing law and jurisdiction) shall survive the termination of these Terms and Conditions.

**11.8. 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.

**11.9. Variation:** We reserve the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give you three months' notice of any such modifications.

**11.10. Governing law and jurisdiction:** The Contract between you and the School is governed by the Kingdom of Cambodian law. Any dispute arising out of or in connection with this Contract shall first be resolved through consultation by you and the School in good faith.