



KELLETT SCHOOL HONG KONG

TERMS AND CONDITIONS

What these terms cover. *These are the terms and conditions on which we provide educational services.*

Why you should read them. *Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.*

If anything in these terms is unclear or if you have any questions, then please contact the Director of Admissions (admissions@kellettschool.com).

The School reserves the right to vary or amend any of these in accordance with clause 17.2.

1 DEFINITIONS

1.1 Key Terms

- 1.1.1 "**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;
- 1.1.2 "**child**" means a child of whatever age admitted by the School to be educated;
- 1.1.3 "**contract**" has the meaning given in Clause 1.3 below;
- 1.1.4 "**debenture**" refers to the required payment made by an individual or a corporate entity to the school by way of contributing to the school's capital development.
- 1.1.5 "**fees**" means the termly fees set out in the Schedule of Fees;

- 1.1.6 "**Principal**" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;
- 1.1.7 "**Registration Fee**" means the amount set out and referred to as the Registration Fee in the Acceptance Form;
- 1.1.8 "**Schedule of Fees**" means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;
- 1.1.9 "**School Rules**" means the body of rules of the School as may be amended by the School unilaterally from time to time for such reason as the School may consider appropriate. A copy of the current version of the rules is available on the School Website. Parents will be notified of any changes to the School Rules;
- 1.1.10 "supplemental charges" means any amounts that may be payable in respect of your child as part of or related to his or her education by the School in excess of the fees. This may include, for example, charges for extracurricular activities, additional learning support or educational visits, trips or excursions not otherwise included in the fees.
- 1.1.11 "**term**" means a term of the School as notified to parents from time to time;
- 1.1.12 "**a term's notice**" means **written** notice given not later than the following dates:
- a) in respect of a child intending to leave at Christmas, notice should be given on or before **1st September**.
 - b) in respect of a child intending to leave at Easter, notice should be given on or before **7th January**.
 - c) in respect of a child intending to leave at the end of the academic year, notice should be given on or before **23rd March**.
- 1.1.13 "**terms and conditions**" means these terms and conditions as may be amended by the School from time to time;
- 1.1.14 "**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and
- 1.1.15 "**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.
- 1.1.16 We also use headings to introduce separate provisions. These headings are for ease of understanding only.

- 1.2 Who we are. We are **Kellett School – the British International School in Hong Kong**, which is operated by **Kellett School Association Limited** a company limited by guarantee registered in Hong Kong. Our company registration number is 0056072 and our registered office is at 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. Kellett School Association Limited is afforded Section 88 (charitable) status by the Hong Kong Inland Revenue Department, which means that we are exempt of tax.
- 1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules** and these **terms and conditions** (including any Rules, policies or procedures referred to in these terms and conditions) form the terms of an agreement (the "**contract**") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2 REGISTRATION FEE

- 2.1 How you accept our offer of a place. An offer of a place for your child at the School is accepted by submitting the completed Acceptance Form and paying the Registration Fee as required under the Acceptance Form.
- 2.2 **The Registration Fee payable on acceptance is not refundable if your child does not take up the place at the School.**

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.*

The cancellation of a place which has been accepted is very likely to cause losses to the School. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

3 WITHDRAWING YOUR ACCEPTANCE OF A PLACE BEFORE YOUR CHILD JOINS THE SCHOOL

- 3.1 Notice to withdraw your acceptance of a place before your child joins the School. If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year) or pay the fees in lieu as set out in Clause 5.1 below. In either case you will forfeit the Registration Fee.

- 3.2 *If we do not receive the required period of notice.* If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the Registration Fee you have paid to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

4 SCHOOL FEES, SUPPLEMENTAL CHARGES AND PAYMENT

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with your responsibility to pay the fees and supplemental charges.*

4.1 Responsibility for Fees

4.1.1 Who is responsible for payment?

- a) Each of you who has signed the Acceptance Form is jointly and severally liable for all of the fees and supplemental charges due to the School. This is because our contract applies to both of you together and each of you on your own.
- b) Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid.
- c) In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School may seek payment of the full amount outstanding from either parent.

4.2 Fees, Charges, Awards and Absence

- 4.2.1 **Debentures/Capital Contribution:** With limited exceptions it is necessary for you to acquire a Debenture for each child enrolled in the School. Details regarding Debentures may be found in our Debenture Guidance.
- 4.2.2 **Tuition Fees:** Tuition Fees for each Term are due in cleared funds before the commencement of the School Term to which they relate, or by the Invoice Due Date if a mid-term/late starter.
- 4.2.3 **Educational visits:** You consent to your child taking part in any educational visit that the School determines to be compulsory. Costs for such visits are determined by the School, having regard to the full costs of the visit (which may include, for example, the need for supervision, travel, accommodation, ground arrangements, insurance). Payment of such costs must be made in advance of the trip and is due upon invoice. The School reserves the right to exclude your

child from taking part in an educational visit should any fees or other supplemental charges remain unpaid.

- 4.2.4 **Sundry Charges:** If the School determines that your child has caused wilful loss or damage to School property then the School may invoice you to cover the loss. Should the School suffer any bank costs or charges arising from any default in payment by you then the School reserves the right to invoice you for such additional costs or charges.
- 4.2.5 **Fees after Permanent Exclusion or after Required Removal from School:** If your child is excluded from School in accordance with the Student Permanent Exclusion and Required Removal Policy there will be no refund of Fees for the current or past terms. The School reserves the right to charge Fees-in-lieu (as described in section 5) as it considers appropriate in the circumstances.
- 4.2.6 **Absence:** Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence for any reason whatsoever, including due to illness or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.

4.3 Payment

- 4.3.1 **The annual tuition fees** are divided into three parts and charged termly, Term 1 Fees equate to 40% of the annual Fee amount, with Terms 2 and 3 equating to 30% each; regardless of the length of any term.
- a) Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term. Each term's fees will be included in an invoice published on the Parent Portal for viewing and downloading.
 - b) Fees must be paid in full by on or before the first day of the term to which the invoice relates. Failure to pay by the due date may result in sanctions, which could include suspending the right for your child to attend School or, in exceptional circumstances, the School terminating this contract.
- 4.3.2 **Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately, and are payable by the due date stated on the invoice which is normally 30 days after publishing.
- 4.3.3 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Sundry charges for late payment or

for recovery of extra administration costs incurred in pursuing debts may be applied to any unpaid balance of fees, charges and expenses.

- 4.3.4 **Appropriation:** The School may, but is not obliged to, allocate payments to settlement of the fees, charges and expenses that have been outstanding the longest. The Parents agree that a payment made in respect of one child may be used by the School in settlement of the unpaid account of any other child of the Parents.
- 4.3.5 **Instalment arrangements or Advance (lump-sum) Payments:** Any alternative arrangement concerning payment of fees or any other amount to the School will only be valid if agreed in writing by the School and by all persons liable to pay such fees.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.*

4.4 **Exclusion for non-payment:**

4.4.1 **Non-payment of Fees:**

The School has the right to exclude entry to school to any child for non-payment of fees at any point deemed appropriate by the School, including the start of an academic term. Where possible the School will provide at least three (3) clear calendar days' written notice of such exclusion. If a Student is excluded from attending School for a period of 12 clear calendar days pursuant to this sub-clause the exclusion shall (unless expressly agreed in writing otherwise by the School) become permanent and the School shall cease to have any obligation to provide educational services in respect of such child. Such exclusion will be without prejudice to the right of the School to claim any fees, charges and expenses owed as well as fees in lieu of notice pursuant to sub-clause 5.1 below.

- 4.4.2 **Non-payment of supplemental charges:** The School may refuse to allow your child to participate in any extra-curricular activity, or sit any public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

- 4.4.3 **Withholding / Sharing of Information:** The School may withhold any information, reports, character references or access to school learning platforms while any fees, charges or expenses remain unpaid.

- 4.4.4 **Measures to Recover fees, charges and expenses:** any amounts owing by the School to you on your child's departure from the School (whether due under a Debenture or any other arrangement) may be offset against any fees, charges and expenses outstanding by you to the School on such departure. Where your child is covered by a Corporate Debenture then you understand that the School

will inform the Debenture holder of any fees, charges and expenses which may be outstanding.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets our right to increase the fees during the course of your child's time at the School.*

4.5 Fees increases:

- 4.5.1 Tuition fees are reviewed annually by the School's Board and you will be notified of changes to such fees from time to time. All fees, charges and expenses are subject to increase from time to time.
- 4.5.2 Notification of increase to fees. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what period of notice we require from you if you wish to withdraw your child from the School, or remove your child from participating in an activity for which there is a supplemental charge.*

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "fees in lieu of notice".

5 NOTICE REQUIREMENTS

- 5.1 Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of Year 6 or Year 13), you must give us a term's notice as per the dates outlined in Paragraph 5.2 (below). A failure to give the School the agreed notice of withdrawal is a breach of this agreement and you agree that in such event you will be required to pay to the School an amount equal to one term's fees in lieu of notice (as liquidated damages), at the rate that would have been charged for the subsequent term of provision.
- 5.2 The dates by which notice needs to be given are as follows:
 - 5.2.1 If a child leaves at Christmas, notice should be given on or before 1st September;
 - 5.2.2 If a child leaves at Easter, notice should be given on or before 7th January;
 - 5.2.3 If a child leaves at end of the academic year, notice should be given on or before 23rd March;

- 5.3 When the relevant amount in lieu of notice must be paid. In cases under Clause 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand.
- 5.4 Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6 SCHOOL RULES AND OTHER POLICIES

- 6.1 Compliance with the School Rules. It is a condition of your child remaining at the School that your child comply with the School Rules. In addition, you must ensure that your child attends School punctually and that your child conforms to such requirements of the School relating to appearance, dress and behaviour as the School may require from time to time (whether or not expressly included in the School Rules).
- 6.2 We may undertake drugs and alcohol testing of your child. The School may undertake drug and alcohol testing of pupils in accordance with its Policy for Substances of Abuse, which has been adopted for both preventative and disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- 6.3 Monitoring your child's telephone, email & messaging communications, internet and Wi-Fi use, and use of social media. **The School may, subject to applicable data protection legislation, check your child's telephone, email & messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- 6.4 Support by Parents in child's compliance with policies. You agree to support the School in ensuring compliance by your child with such policies as the School may from time to time introduce (including, but not limited to, the School Rules and the Policies referred to in Clauses 6.2 and 6.3 above). You understand that a failure to support the School in this regard may be considered a serious breach of this agreement and could result in an exclusion of your child from the School.

7 SUSPENSION, EXCLUSION AND REQUIRED REMOVAL

- 7.1 The Principal's discretion to suspend or exclude your child from the School. The Principal may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Principal considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children. See Clause **Error! Reference source not found.**
- 7.2 Where you can find examples of offences punishable by suspension or exclusion. The School Rules set out examples of offences likely to be punishable by suspension or

exclusion. These examples are not exhaustive, and the Principal may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

7.3 *The Principal's discretion to require you to remove your child from the School.* Instead of exclusion or suspension, the Principal may require you to remove your child from the School if the Principal considers that:

7.3.1 subject to a recommendation made to the Board which the Board will approve or reject, **your behaviour or conduct** (or the behaviour or conduct of one of you) is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or any other child's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; or

7.3.2 **your child's attendance** is less than 80% or progress at the School is unsatisfactory and, in the reasonable opinion of the Principal, the removal of the child is in the School's best interests and/or those of your child or any other child; or

7.4 Any exclusion or required removal will be in accordance with the *Student Permanent Exclusion and Required Removal Policy*.

7.5 **your inability or refusal to communicate with the School adversely impacts the ability of the School to educate your child**; this could include, for example, circumstances where you are unable to understand our communications in English and are unwilling to put in place alternative arrangements to enable us to communicate effectively with you (see Clause 16.3).

7.6 **Impact of exclusion or required removal on this contract.** The obligations of the School under this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School, however in either case parents shall still have an obligation to settle any outstanding debts and the School may seek to recover any such debts using any recourse available.

8 THE SCHOOL'S OBLIGATIONS

8.1 The School shall provide English language educational services based on a British curriculum[, exams, standards and ethos of a quality and type to be expected of a pre-eminent British independent school] subject to any withdrawal notice received by the School from you in accordance with these Terms and Conditions.

8.2 *The period of your child's schooling.* Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her [Preparatory / Senior] schooling, i.e. to the end of [Year 6 / Year 13].

- 8.3 The School shall not be obliged to permit your child to enter the [Senior school / Sixth Form] unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the [senior school / sixth form] after the results of GCSE or equivalent examinations are known, and may make entry to the [senior school / sixth form] conditional upon the results of such examinations. **However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the [senior school / sixth form], if you wish to withdraw your child prior to entering the Sixth Form having previously committed to doing so, Clause 5.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.**
- 8.4 The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.**
- 8.5 Participation in contact sports and similar activities as part of the curriculum. The School believes that sport is an important part of the development of students. The School has identified certain sports as core sports which will form part of the curriculum for all students. You consent to your child participating in such sports and in other normal activities.
- 8.6 What happens if your child needs urgent medical attention? If your child requires urgent medical attention while under the School's care we will, if practicable, try to contact you to obtain your prior consent. However, if it is not practicable to contact you or we have not been able to contact you, we may make a decision on your behalf **based on our assessment of the best interests of the child**, for example, consent may be given for urgent treatment recommended by a doctor or other medical practitioner (including, **in the unlikely and extreme case, of anaesthetic or surgical procedures**).
- 8.7 Our right to make changes at the School. Our website and prospectus describe the broad principles on which the School is presently run. However, from time to time it will be necessary to make changes to aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).
- 8.8 We will give you notice of significant changes. Where practicable, we will endeavour to give you notice of any planned changes that we consider to be significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have

sufficient time to provide the required term's notice of withdrawal to the School under Clause 5.1 above.

- 8.9 Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the School at your expense.
- 8.10 Relationships and sex education (RSE) and health education. Relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School Rules.

9 THE PARENTS' OBLIGATIONS

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Principal and School staff, need your co-operation. As such you agree to co-operate with the School for the benefit of your child and, in particular, you agree to support the School in ensuring that your child complies with the School Rules and any other directions by the School to your child.
- 9.2 Examples of the co-operation and assistance we require from you. You agree to co-operate with the School and School staff by:
- 9.2.1 maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the School);
 - 9.2.2 encouraging your child in his or her studies, and giving appropriate support at home.
 - 9.2.3 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);
 - 9.2.4 ensuring 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 them) are not withheld;
 - 9.2.5 supporting the School in ensuring that your child complies with all policies and procedures from time to time issued by the School;
 - 9.2.6 providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
 - 9.2.7 attending meetings and keeping in touch with the School where your child's interests so require.

- 9.3 *You must notify us of your child's health/medical conditions or special educational needs.* It is a condition of your child's joining and remaining at the School that you complete and submit to the School a **medical questionnaire** in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability, or allergies that your child has or subsequently develops, whether underlying, long-term, or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. The School reserves the right to require your child to attend a doctor and provide medical reports if the School is of the reasonable view that your child may not be able to access the School's curriculum or the attendance of your child at the School may not be in the interests of other students for any reason. If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.
- 9.4 *Circumstances where we may require you to keep your child away from School.* 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 may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 9.5 *You must notify us of any special arrangements needed for your child.* You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- 9.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.* You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living, custody and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary. The School reserves the right to require written clarification of parental rights where it considers necessary or appropriate.
- 9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence.* It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' (or 'educational guardian') for your child who will be

delegated the authority by you to make decisions relating to your child including where the School is not able to contact you.

9.8 We expect that parents have consulted with each other regarding decisions relating to your child. 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 will be entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) agree that the School is entitled to treat:

9.8.1 any instruction, authority, request, or prohibition received from one of you as having been given on behalf of each of you; and

9.8.2 any communication from the School to one of you as having been given to each of you.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out who needs to sign a notice of withdrawal of your child.*

9.9 Notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3.1 and 5.1) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).

9.10 You must notify us of your child's absence from School. The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by emailing the relevant school. Wherever possible the School's prior consent should be sought for absence from the School.

- PFL Prep: pflprepabsence@kellettschool.com
- KLB Senior: seniorabsence@kellettschool.com
- KLB Prep: klbprepabsence@kellettschool.com

9.11 Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the Hong Kong at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

9.12 Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the

Complaints Procedure, a copy of which is available on The Parents' Portal. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and Parents' Portal and is otherwise available from the School at any time upon request.

10 INSURANCE AND LIABILITY

- 10.1 *Your responsibility to make your own insurance arrangements.* You must make your own personal insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises.
- 10.2 Your child is covered under the School's insurance policy for partaking in educational activities, and under our general limited liability provision – details of which are available upon request.
- 10.3 The School will at all times take reasonable steps to protect your child and his or her property. The School is not liable for any loss or damage incurred or suffered by you or your child except to the extent not excluded by the Control of Exemption Clauses Ordinance.

11 PERSONAL DATA

- 11.1.1 All personal data collected by the School shall be managed in accordance with the Personal Data Information Collection Statement published by the School.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 *Recognising these rights.* We shall recognise any intellectual property rights created, generated or owned by or vested in your child. You agree on behalf of your child that the School can use any rights owned or vested in your child for the purposes of the School including, without limitation, by publishing such works in advertisements or promotional material for the School or otherwise by referring to them in social media or other posts. rights of Third Parties

13 RIGHTS OF THIRD PARTIES

- 13.1 *The impact of the Contracts (Rights of Third Parties) Ordinance.* The Contracts (Rights of Third Parties) Ordinance is excluded from this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling, which is at the end of [Year 6/Year 13].

14 ENDING THIS CONTRACT

- 14.1 *Our rights to end the contract.* In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time immediately by notice in writing to you, without any obligation to return any Registration Fee or fees paid to you, if:
- 14.1.1 you are in breach of our fee policy from time to time.
 - 14.1.2 you (or either of you) make a material misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
 - 14.1.3 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child [and/or your child fails to attend the School's medical examination] and/or you fail or refuse to complete and submit a parental absence form.
 - 14.1.4 you fail or refuse to provide us with information we consider to be necessary or appropriate in order to satisfy ourselves as to your identity, your child's identity, your child's right to enter, live and study in Hong Kong, as required under Clause 9.2.4 above;
 - 14.1.5 you (or either of you):
 - a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract.
 - b) are otherwise unable to pay your debts as they fall due;
 - c) are the subject of a bankruptcy petition or order; or
 - d) you enter into an individual voluntary arrangement; or
 - 14.1.6 in the opinion of the School, you commit a material breach of any of your obligations under this contract or, in the School's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- 14.2 *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling **at the end of [Year 6/Year 13]**. This may be at the end of the [fifth form] if your child does not meet any requirements imposed by the School under Clause 8.2 for entry to the sixth form.

- 14.3 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

15 EVENTS OUTSIDE OF OUR, OR YOUR, CONTROL

- 15.1 What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "event".
- 15.2 What happens if we are affected by an event outside of our control. If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. The School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- 15.3 What happens if your child is affected by an event outside of your control. If your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall, as soon as reasonably possible, give the School notice in writing of such circumstances in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible.

16 COMMUNICATIONS BETWEEN YOU AND THE SCHOOL

- 16.1 Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, such notice should be in writing, including by email.
- 16.2 We will use the contact details held by the School to contact you. Any communications (including notices) will be sent by the School to you at the most recent address shown in our records. **You must notify the School of any change of address(es) or other contact details.**
- 16.3 How we communicate: All communications by the School will be in English. All meetings with you will be in English. If you are not able to understand English then you are required to take all reasonable steps to ensure that you are in a position to understand and act

upon communications by the School. This may include, for example, ensuring that such communications are translated at your own cost.

How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be addressed to the Principal and sent by email to the School using this email address: principalceo@kellettschool.com.

- 16.4 **In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 5.1, or 5.2 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and five working days (during a school holiday period) after sending the notice.**

17 ENTIRE CONTRACT CLAUSE AND GOVERNING LAW CLAUSE

- 17.1 The Terms and Conditions (together with all Rules, policies and procedures issued by the School) contain the entire agreement between the parties. The Parent agrees that any representation or agreement alleged to have been made concerning the subject matter of this agreement not incorporated in the Terms and Conditions do not form part of the Terms and Conditions and may not be relied on by the Parent in deciding to sign the Terms and Conditions.
- 17.2 Reserving the right to change these terms and conditions. We may unilaterally to change, delete or add to these Terms and Conditions from time to time for such purposes or reasons as the School may consider appropriate. Any such change, deletion or addition will be notified to you in writing. The School will notify you of any material modifications prior to the end of the penultimate term before the modifications are to take effect.
- 17.3 The Terms and Conditions are subject to the law of the Hong Kong SAR and the parties submit to the exclusive jurisdiction of the courts of the Hong Kong SAR.

18 APPENDIX: KELLETT SCHOOL FEE SCHEDULE

For Academic Year 2021-2022**Tuition Fees**

<u>Group</u>	<u>Years</u>	<u>Autumn Term</u>	<u>Spring Term</u>	<u>Summer Term</u>	<u>Total</u>
Preparatory School	Reception to Year 6 (incl.)	\$69,040	\$51,780	\$51,780	\$172,600
Senior School	Year 7 to Year 11 (incl.)	\$85,800	\$64,350	\$64,350	\$214,500
Sixth Form	Year 12 to Year 13 (incl.)	\$88,320	\$66,240	\$66,240	\$220,800

Tuition Fees are due in advance of the Academic Term they refer to. Invoices are normally issued 30 days in advance of the start of a term. The standard form of Payment is by Bank Transfer. (see Notes)

Other Fees & Charges

<u>Fee/Charge</u>	<u>Nature</u>	<u>Frequency</u>	<u>Amount</u>	<u>Due By/Method</u>
Application & Assessment Fee	An Application Fee is applicable for entry into Kellett School. For entry in to Year 5 or 6 an Assessment Fee is also payable. Both are Education Bureau (EDB) approved and are non-refundable.	One-off upon Application / Assessment	Preparatory Application Fee \$2,000 Senior School Application Fee \$2,500 Assessment Fee \$500	Upon Application and/or Assessment By Cheque
Association Membership Charge	Optional (Only Association Members may vote for the composition of the Board,)	Annual	\$500 per family	With Autumn Term Tuition Fees By Bank Transfer

Educational Trips/Visits	Attendance on some educational trips is compulsory, e.g. the Global Outlook Week Programme in Senior School and Yr5 Beijing Trip	Variable frequency	Variable subject to Destination / Year Group	Normally 30 days after invoice date By Bank Transfer or Credit Card in person
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Extra-Curricular Activities	Optional	Normally termly in advance (upon registering)	Variable subject to take-up / activity	Immediately upon registering By credit card (only) in person or on-line
Peri-Music Lessons	Optional	Monthly in arrears based on take-up	Variable subject to take-up / activity	By credit card (only) in person or on-line
Exam Fees & Script Re-marks	As applicable	Usually only Yrs-10 to Yr-13 Variable frequency	Variable subject to Year Group and exams taken	Normally 30 days after invoice date By Bank Transfer or Credit Card in person
Registration Fee	Compulsory (and Non-refundable in cases of non-take-up)	Upon Acceptance of Place	10% of First Terms Fees (deducted from first Term's Fees upon Entry)	By Cheque or Bank Transfer
Senior School Deposit	Compulsory (and Non-refundable in cases of non-take-up)	In Yr-6 to secure a Yr-7 place	\$20,000 (deducted from Yr-7 Autumn Term Fees)	Upon application

Notes:

- 18.1 Tuition Fees are set annually by Kellett Board and are subject to Education Bureau (EDB) approval.
- 18.2 Charges for services and goods provided by third-party providers (other than Kellett School) such as Therapist Support, Uniform, School Buses, Lunches etc. are not listed above and are payable directly to the providers on an 'as-taken' basis.
- 18.3 Charges for additional School-led one-to-one support, where required, are subject to separate agreement and charging schedule.
- 18.4 For details on Debentures and Capital Contributions please refer to our website link at <https://www.kellettschool.com/admissions/debenture-capital>
- 18.5 All charges are stated in Hong Kong Dollars.