Enrolment Terms and Conditions

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Enrolment Terms and Conditions

A. Introduction

1. These Terms and Conditions form the basis of a legal contract for educational services.

2. The School reserves the right to change or add to these Terms and Conditions from time to time and will provide at least one full School Term's notice of substantial changes to the parents before the changes take effect. Please see Section K for further information.

3. Our Prospectus and Website are not contractual documents. Please see Clause 101 of this document for further information.

4. Fees and Notice: The Rules concerning Fees and Notice are of particular importance and are set out at Sections H & I.

5. Documents referred to: On accepting the offer of a place, parents and students receive the Schedule of Fees and Charges. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to Section K.

B. Terminology

6. "The School" means Satit Bilingual School of Rangsit University and Satit International Bilingual School of Rangsit University Chiangmai.

7. The Headmaster is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head of School or of the Governing body have been delegated.

8. "The Parents/Guardians"/"You" means any person who has signed the Admission to SBS an Acceptance Form ("the Acceptance Form") and/or who has accepted responsibility for a child's attendance at the School.

9. "The Student" is the child named on the Application Form.

C. Admission and Entry to the School

10. **Application and Admission:** Application for possible entry to the School is effected through the Admissions Department. Initial application for admission is complete once Parents have paid the Admission Fee and received a Student ID.

11. **Equal Treatment**: The School welcomes staff and children from any different ethnic groups, backgrounds and creeds. Although the School retains the right to decide to the extent to which expressions of religious and cultural identity can be accommodated within the life of the School.

12. **Admission Requirements**: Before entering the School the student must satisfy the School's entry requirements, which may be judged by consideration of performance in an interview, school reports, a medical test, references and any other test or assessment as decided by the School. Entry to the School is entirely at the discretion of the Head of School and might be refused if, for example, the student's previous school confirms that debts remain unpaid or in the event of an unsatisfactory report. It should be the Parent's responsibility at all times to ensure that the student has the appropriate immigration permission to reside in Thailand and to study at the School.

13. **Offer of a Place and Deposit:** On completion of application, the School assesses the applicant and makes a decision as to whether or not to offer a place. If offered a place, Parents confirm that the student is definitely coming to the School in that term by signing The Application Form and paying the Admission Fee. School Fees are required to be paid before the student can start School according to the Finance policy for due dates.

14. **Deposit:** The School requires a number of deposits according to the purposes below that become due when the student registration is submitted or with the first applicable invoice, whichever comes first. These deposits are applicable to all and any students in either Campus. The deposits are not bearing any interest. A deposit can be returned only if claimed within 1 year of the student's last day at school providing all other terms and conditions are met.

Student Deposit THB50,000 which purpose is to:

- provide security against sudden withdrawals during the Academic Year not in compliance with policies terms and conditions.

Refund Terms and Conditions: This deposit can be refunded at the parent/guardian's request upon the notification of the student withdrawal **one Academic Term in advance** or **Mathayom 6 (Year 13) graduation from SBS** .

Therefore, parents should notify the school in writing and complete an exit interview one Academic Term in advance in order for the student deposit to be refunded. Failure to do so, or resigning in a time frame less than one academic term will result in the student deposit being voided.

Parents who notified the school in accordance to the above mentioned, can notify the finance Department of their Refund by submitting the Refund Form in person or by email writing to finance@sbs.ac.th; for Rangsit Campus and for Chiang Mai Campus to finance@sibs.ac.th.

Refunds will be processed after finance has received confirmation from the registrar that an exit interview has taken place.

Security Deposit THB5,000 which purpose is to:

a. assure students return of all the instructional materials (e.g. textbooks, workbooks, SBS resource books, iPad, and science lab materials) provided by the SBS in satisfactory condition;

b. cover any cost resulting from the student damaging of property of SBS;

c. assure payment of fees and/or other charges due to SBS, including as extracurricular ECA/Camps and late payment fees or interest.

Refund conditions: This deposit can be refunded at the parent/guardian's request upon the notification of the student's withdrawal after deducting any damages and unpaid fee as per conditions a), b) and c) of the purpose stated above. However, accounts in delinquent status will still be subject to debt recovery legal actions.

Dormitory Deposit THB10,000 which purpose is to:

a. cover any cost resulting from the student damaging of property of SBS;

b. assure payment of fees and/or other charges due to SBS including late payment fees or interest.

Refund conditions: This deposit can be refunded at the parent/guardian's request upon the notification of the student's withdrawal after deducting any damages and unpaid fee as per conditions a) and b) of the purpose stated above.

15. **Policies Acceptance:** The parent and/or legal guardian warrants to have read, understood and accepted all policies of the School and acknowledge the policies can be changed from time to time at the School's absolute and only discretion. All changes in the policies will be visible on our school website and apply retroactively on every student.

16. **CODE OF CONDUCT - Parent & Student Terms**
The parent and/or legal guardian and the student agree to maintain a positive attitude and an active engagement with the School and abide by all School Policies. Code of conduct agreement must be signed by parents to complete the enrollment process. The main points are summarized below.

This means that the parent/s will;

- adhere to all procedures and practices as stated in the Student/Parent Handbook and any revision of the same from now onwards;
- follow the steps of communication as outlined in the Student/Parent Handbook and any revision of the same from now onwards;
- support the operational, management, curricular and personnel decisions made by the administration;
- enforce the same values in his/her child studying at the School.

This means that the parent/s will not;

- provide information to other parents and the community that has not been confirmed by the school; gossip about the school, teachers or administration;
- present the school in a negative manner;
- act in any way or form that could produce a negative impact towards the school's reputation.

D. Pastoral Care

17. **Meaning**: Pastoral Care is a core theme running throughout all aspects of life at the School and is directed towards the safety, health, security, happiness, success and general welfare of each student and the integrity of the House and School Community.

18. **The School's Commitment**: The School will do all that is reasonable to safeguard and promote the Student's welfare and to provide Pastoral Care to at least the standard required by law in the particular circumstances and usually to a much higher standard. The School will respect the Student's rights and freedoms, which must, however, be balanced with the lawful needs and rules of the School Community and the rights and freedoms of others.

19. **Complaints/Concerns**: Any serious questions, concerns or complaints about a Student's pastoral care, safety or quality of education must be notified to the Principal of each School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request at the school offices and Admission office.

20. **Head of School's Authority and Special Precautions**: The Parents authorise the Head of School, or his designate, to take and/or authorise in good faith all decisions and/or actions that the Head of School considers, on proper grounds, will safeguard and promote the Student's welfare. The Head of School needs to be informed by Parents of any matters that are relevant to their child's (the Student's) safety and security.

21. **Ethos**: The ethos of the School must be such as to foster good relationships between members of the staff, among the students themselves and between members of the staff and students. Bullying, harassment, victimisation and discrimination will not be tolerated.

22. **Physical Contact**: Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Student in distress or to maintain safety or good order, or in connection with the Student's health and welfare.

23. **Disclosures**: Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history of a learning difficulty on the part of the Student or any member of his immediate family, or any family circumstances or court order which might affect the Student's welfare, academic success or happiness.

24. **Safeguarding:** The School's Policy on Child Protection and Safeguarding is published on the School Website. Parents are encouraged to make themselves familiar with this policy, and to pay particular attention to clauses which refer to the conduct expected of parents.

25. **Confidentiality**: The Parents authorise the Head of School to override their own and (so far as they are entitled to do so and to the extent allowed for by the appropriate law) the Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis, where necessary, to safeguard or promote the Student's welfare.

26. **Use of Email and Internet**: The School's Policy on the use of Email and the Internet is available to

parents and students on request from the Head of School. The School reserves the right to monitor the Student's email communications and Internet use.

27. **Leaving School Premises**: The School will do all that is reasonable to ensure that each student remains in the care of the School during School hours but cannot accept responsibility for the Student if s/he leaves the School premises in breach of School Rules.

28. **Parental Consent for Trips and Residential Visits**: The School will ask permission for all trips and residential visits that are greater than 5 kilometres from the School Campus, including any activity which requires an overnight stay away from the School or travel outside Thailand.

29. **Residence During Term Time**: Students, except when Boarding, are required during term time and at weekends, exeats (permitted periods of time away from School) and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School.

30. **Absence of Parents and Guardianship Arrangements for Boarders**: All parents of boarders must inform their child's House Master or House Mistress in writing of the name, address, email address and telephone number(s) of a guardian or other suitable adult(s) resident in Thailand and willing and authorised by the parents to accept full responsibility for the Student in the event of the School being unable to contact the parents in an emergency or when the parents are either permanently or temporarily out of the Kingdom. Parents approval will be required if a student wishes to leave the boarding premises.

31. **Photographs**: The School may from time to time include photographs or images of students in the School's promotional material such as the Website, Pulse Magazine and social media. The School will not disclose the full name or home address of a Student without the Parent's consent. Families wishing for the child to not be included in school photo should complete the opt out form at the time of enrolment.

32. **Transport**: The Parents 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 and approved by the School.

33. **Student's Personal Property**: Students are responsible for the security and safe use of all their personal property including money, mobile phones, keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

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

35. **Liability – Reasonable Endeavours**: While the School will use its reasonable endeavors to educate the Student, the School will not be liable for any failure of a Student to attain any academic or other standard. Parents consent to the Student participating in all or any of the normal activities of the School during term time for which the School is responsible for and will not hold the Head of School or the School's employees responsible for any injury or loss suffered by the Student provided that the Head of School and the School's employees exercise due care and attention so far as is reasonably practicable.

36. **Liability – General Limitation**: Any liability of the School to the Student or Parents shall be limited

to the aggregate amount of Fees paid in respect of that Student.

37. **Third Party Service Providers**: The School may introduce Students to third party service providers for activities such as sport, music and art, but will not be held responsible for the conduct and/or actions of such service providers. Although the school has selected the service provider, the actions of the service providers are not under the control of SBS. Service providers are also selected with mutual understanding of our parents and parents select third party providers on their own free will.

E. Health and Medical Matters

38. **Medical Declaration**: Parents will be asked to complete forms of Medical Declaration concerning the Student's health and must inform the Head of School, House Master/Mistress or School Nurse in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or has been in contact with infectious diseases or had medical treatment during the holidays. The School shall not be held liable for any harm or injury caused by any known medical condition, health problem or allergy intentionally withheld. Parents will be expected to keep their child's medical details up to date at regular intervals on the School's MIS system (currently Engage).

39. **Medical Care**: Every Student must be registered with the nurse while a Student is at the School. Parents consent to the Student being treated and prescribed for by the School's qualified medical staff and also to the administering of non-prescription remedies for minor complaints where appropriate and necessary by the Student's House Master, House Mistress or School Nurse. The School's Medical Centre is a First Aid and Prevention Unit only; any more complex conditions must be dealt with in a professional medical facility off campus, as arranged by Parents.

40. **Student's Health**: The Head of School at any time may require a medical opinion or certificate as to the Student's general health where the Head of School considers this necessary as a matter of professional judgment in the interests of the Student and/or other students or employees. This may include drug testing.

41. **Medical Information**: Throughout the Student's time at the School, the School Nurse and/or School Counsellors shall have the right to disclose confidential information to the Head of School, or House Master or House Mistress about the Student if 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.

42. **Emergency Medical Treatment**: The Parents authorise the SBS staff members, if agreed upon by the SBS staff member, present to consent on behalf of the Parents to the Student receiving emergency medical treatment including blood transfusions, general anesthetic and operations where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted at the time. Appropriate arrangements for emergency medical treatment for trips outside Thailand will be made by the teacher-in-charge of the trip, who will be expected to provide a full written report on returning to the School.

F. Educational Matters

43. **The School's Commitment**: Within the published range of the School's provision from time to time, the School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student to make academic progress.

44. **Organisation**: The School reserves the right to organise the Curriculum and its delivery in a way that, in the professional judgment of the Head of School, is most appropriate to the School Community as a whole.

45. **Progress Reports**: The School monitors the progress of each Student and reports regularly to Parents written reports and parent consultations.

46. **Sex Education**: All students will receive health and life skills education which may include aspects of sex education appropriate to their age in accordance with the Curriculum from time to time, unless the Parents have given formal notice in writing to the relevant Head of School that they do not wish their child to take part in this aspect of the Curriculum.

47. **Public Examinations**: The Head of School may, after consultation with Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of professional judgment, the Head of School considers that by doing so the Student's self esteem or prospects in other examinations would be impaired.

48. **Reports and References**: Information supplied to Parents and others concerning the progress and character of the Student, and about examinations, further and/or higher education and career prospects, and any references will be given conscientiously and with all due care and skill but without liability on the part of the School.

49. **Learning Difficulties**: The School will do all that is reasonable in the case of each Student to assess and deal appropriately with a learning difficulty, which amounts to a "special educational need". The School's staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, autism, ADHD or of other types of learning difficulties, and the School will not accept liability for the absence of such diagnoses.

50. **Screening for Learning Difficulties**: The screening tests available to the School are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Student may have a learning difficulty. A formal assessment at an appropriate professional institution can be arranged for by the School at the Parents' expense or by the Parents themselves. The results of such assessments must be shared with the Head of School or the Head of our Student Support Services, whilst the child remains a student of the School.

51. **Information about Learning Difficulties**: Parents must notify the Head of School 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. Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice, if, in the professional judgment of the Head of School and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's special educational needs. The

costs of extra remedial support provided by the School will usually be charged to the Parents.

52. **Cambridge IGCSE & A-Level Courses**: following admission to the School it is assumed that, subject to conduct and academic ability, a Student will continue studying IGCSE & A-Levels (and Parents must in every case give a full term's notice if that is not the Student's and their intention) unless the Student has been unable to satisfy the Cambridge Lower Secondary / IGCSE requirements. Entry to Year 9/ Year 11, is conditional on achieving satisfactory results as defined periodically by the Head of School.

53. **The School's Intellectual Property**: The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions, or work of the Student in conjunction with any member of staff and/or other students at the School for a purpose associated with the School. The School may acknowledge, or allow to be acknowledged, the Student's role in creation/development of intellectual property.

54. **Student's Original Work**: Ownership of the Student's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings, other artworks and computer generated material, lies with the Student. Most work (but not examination scripts) can be returned to the Student when it is no longer required for purposes of assessment or display.

55. **Educational Visits**: A variety of educational visits will be provided for students whilst at the School. The cost of some educational visits will be charged as an extra and added to the invoice billed to Parents. Educational visits overseas, or those involving an overnight stay, will be subject to a separate agreement with the Parents. The cost of any trip will be payable in advance. The Student is subject to School discipline in all respects whilst participating in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the invoice billed to Parents. There will be no refund for these trips and expeditions other than where a medical certificate is presented as evidence of why the student did not participate.

G. Behaviour and Discipline

56. **Parents' Authority**: The Parents authorise either the Head of School or the Dormitory Parent while the Student is in the care of the School to take and/or authorise in good faith all decisions that safeguard and promote the Student's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for providing comfort to a Student in distress or to maintain safety and good order in connection with the Student's health or well being.

57. **Conduct and Attendance**: the School attaches importance to courtesy, integrity, manners and good discipline. The Student is expected to take a full part in the activities of the School including field trips, sports and/or arts trips, expeditions and exchanges with other schools in the SBSFamily, and to be punctual, to work hard, to be well behaved and to comply with the School's Rules.

58. **Participation in Special events** – students will attend special ceremonies such as Remembrance Day or cultural observances such as Loy Krathong or a Christmas Service unless parents specifically request otherwise in writing to the Head of School.

59. **Conduct of the School**: The Head of School is responsible for the care and good discipline of

Students whilst they are in the charge of the School or its staff and for the day-to-day running of the School and the Curriculum. The Head of School is responsible also for the imposition of any sanction including request for withdrawal of the Student for non-payment of tuition fees or other bad debts, suspension during investigation or following a breach of School discipline or request for withdrawal as defined in other clauses below. The Head of School is not responsible, unless negligent, for a Student who is absent from the School in breach of School Policy.

60. **Authority of the Head of School**: The Parents hereby confirm that they accept the authority of the Head of School, and of other members of staff on behalf of the Head of School, to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the School Community as a whole.

61. **Investigative Action**: A complaint or rumour of misconduct will be investigated. A Student may be questioned and competent members of staff, in appropriate circumstances, may search a Student's accommodation or belongings with a suitable witness present, as judged by the Head of School. All reasonable care will be taken to protect a Student's rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action.

62. **Procedural Fairness**: Investigation of a complaint which could lead to a request for withdrawal of the Student in any of the circumstances explained in the other clauses of Section G shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or guardian so that they can attend a meeting with the Head of School before a decision is taken in such a case. In the absence of a Parent or a guardian, the Student will be assisted by an adult (usually a teacher) of their choice.

63. **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 students or others who have given information which has led to a complaint, or which the Head of School has acquired during an investigation. SBS staff are not at liberty to divulge information about other students even if they have been involved in an altercation with your child.

64. **Drugs and Alcohol Policy**: Parents will be requested to withdraw a Student for possessing or using an illegal drug in or out of term time, in line with the School's 'zero tolerance' policy towards illegal drug use. The Head of School may, at any time, both arrange to conduct a search of the Student's possessions including locker or desk and require the Student to undergo a medical examination, or provide a urine, blood or hair sample under medical supervision, to establish the presence or otherwise of any illegal substance where there are reasonable grounds to suspect that such a search or examination will result in evidence of the possession or use of drugs. The Head of School shall be entitled to draw whatever conclusions he shall see fit from the failure to undergo such an examination or search. If a House Master/ House Mistress has reasonable cause for concern about a Student's consumption of alcohol or drugs in breach of School rules and/or whilst under age, he/she may require the Student to provide a sample of breath, urine or hair in order to ascertain if he/she needs to be further medically assessed.

65. **Terminology for Various Sanctions**: In these Terms and Conditions "*Final Warning*" means a final written warning from the Head of School as to the Student's future conduct or behavior, a breach of which may result in the imposition of a further sanction. "*Suspension*" means that the Student has been sent or released home for a period either pending the outcome of an investigation by a senior

member of staff or the Governor's Disciplinary Committee, or, in certain circumstances, as a disciplinary sanction. A Student may be suspended for a fixed period of time by the Head of School for an offence that is serious enough to require the withdrawal of the benefits of being at the School. Suspension may also mean that the Student may not return to School until arrears of Fees, or other bad debts, have been paid. "*Withdrawa*l" means that the Parents have withdrawn the Student from the School.

66. **Sanctions**: The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial, but not degrading tasks on behalf of the School or the wider community, detention for a reasonable period, withdrawal of certain privileges, "gating" to a Student's House and suspension. These disciplinary measures may be placed on the Student's formal record. The decisions of the Governor's Disciplinary Committee will be placed on the Student's formal school record and might be reported to the Student's potential future educational institutions.

67. **Withdrawal at the Request of the School**: A Student may remain at the School for so long as the Head of School is satisfied with the Student's progress and general behaviour. Parents may be required during or at the end of a term to withdraw the Student temporarily or permanently from the School without refund of fees if, after consultation with a Parent, the Head of School is of the opinion that the conduct or progress of the Student has been unsatisfactory or if the Student, in the judgment of the Head of School, is unwilling or unable to profit from the educational opportunities offered (or a Parent has treated the School or members of its staff unreasonably, as judged by the Head of School) and in any such case a request for withdrawal is considered by the Head of School to be warranted. The Refundable Deposit may not be refunded in the event of withdrawal from the School; Fees in lieu of notice will not be charged but all outstanding fees will be payable in full including those for the whole of the term in which withdrawal from the School occurs.

68. **Withdrawal/Suspension**: A Student may be withdrawn at any time if the Head of School is reasonably satisfied that the Student's conduct (whether on or off school premises, in or out of term time) has been prejudicial to good order of School discipline or to the reputation of the School. The Head of School will act fairly and in accordance with natural justice and will not request such action other than in serious circumstances. In the event of a withdrawal there may be no refund of fees and the Refundable Deposit may not be returned/credited. There will be no charge of Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.

69. **Discretion of Head of School**: The decision to suspend a Student temporarily and the manner and form of any announcement shall be at the sole discretion of the Head of School and School Principals.

70. **Appeal Procedure**: In the event of the suspension or withdrawal of a Student, an explanation of the School's appeal procedure is available on request from the Head of School.

71. **Access**: A Student who has been withdrawn from the School has no right to enter School premises without the written permission of the Head of School.

72. **Complaints Procedures**: A complaint about any matter of School Policy or administration not involving a decision to withdraw the Student must be made in accordance with the School's

Complaints Procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H. Provisions about Notice

73. **Definitions** :

a. ***Notice to be given by Parents*** means (unless the contrary is stated in these Terms and Conditions) one full term's written notice addressed to and actually received by the Registrar Department on the official Notice of Withdrawal Form duly signed and sealed . No other notice will suffice and verbal advice is not sufficient. Notice must be hand-delivered or sent by recorded or guaranteed delivery post to the Registrar Department, addressed to the Head of Registrar.

b. ***Term*** means the period between and including the first and last days of each school term (semester).

c. ***A Term's Notice*** means notice given before the first day of term and expiring at the end of term. Email address: info@sbs.ac.th or info@sibs.ac.th for Chiangmai campus

74. **Cancelling Acceptance**: A term's fees will be payable by the Parents if for any reason they cancel their acceptance of a place less than a term before entry or the Student does not join the School after accepting a place and subsequently qualifying for entry. The Admission Fee will not be refunded.

75. **Notice of Withdrawal from the School**: A term's notice must be given before a Student withdraws from the School or the Refundable Deposit will be withheld by the School. The main reason for this rule is to ensure that the School has sufficient notice so as to plan fee levels, staffing levels and other resources and the Curriculum. Notice is not required for students graduating at the end of M6 (Year 13), the last year of the School.

76. **Prior Consultation**: It is expected that a Parent or duly authorized education guardian will, in every case, consult personally with the Head of School or the House Master/House Mistress before notice of departure is given.

77. **Termination by the School**: The School may terminate this contract on one term's written notice sent by ordinary post or on less than one term's notice in a case involving a request to withdraw. The Refundable Deposit will be refunded, less any outstanding balance of the Students fee a

I. Fees

78. **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include any billable item from the School to the student account.

79. **Payment**: Parents undertake to pay the Fees applicable for each term in respect of each School year directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each installment are due and payable on the last day of a term for the enrollment in the following term. If one or more items on the bill are under query, the balance of the bill must be paid. Cheques delivered at any time after the due date for payment will be presented immediately and will not be considered as payment until cleared.

80. **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 Student is released home after public examinations or otherwise before the normal end of term, or for any cause other than exceptionally and at the sole discretion of the Head of School in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. In case of School closure, the School will make every reasonable effort to either provide continued education by other means or make up the time lost, subject to Clause 91.

81. **Refund Policy of Tuition fee and other fees**:

Definitions

"Refund" shall mean the return of monies paid and previously credited to a student account.

Policy

- All requests for refunds must be in writing and are subject to review and final approval by the CFO.
- All refunds due to withdrawal of a student are subject to the parents having participated in the exit interview.
- Any refund on medical grounds can be refunded according to the refund timeline. Medical certificate will be required.
- This policy is enforceable retroactively.

1. Admission Fees

Non Refundable

2. Tuition and Meal Fees

Refunds for students who

1. withdrawal can be refunded in full less a THB10,000 administration fee. (Only 1 administration fee per refund application);

2. under "maintaining student status" after the tuition fee has been paid, resignation before term starts can be refunded in full less a THB 10,000 administration fee. (Only 1 administration fee per refund application);

3. leave within the first week (5 school working days) of the term then they can be refunded 85% of fees and meals less THB 10,000.

4. leave after one week, but not later than 40 calendar days of the term start then they can be refunded 50% of fees and meals less THB 10,000.

5. leave after 40 calendar days of the term start there is no refund available.

Refund Timeline

Before term start	Within 1st week of term start	After 1 week but not later than 40 calendar days	After 40 calendar days of term start
Refund in full less a THB 10,000 fee	Refund 85% less a THB 10,000 fee	Refund 50% less a THB 10,000 fee	No Refund

3. Dormitory Fees

Before the term starts if there are 5 or less school working days between payment of fees and resignation and then they can be refunded in full less a THB 2,000 administration fee. (Only 1 administration fee per refund). After the term starts no refund is available. The same rule applies for monthly, weekly and daily rates of the dormitory. Once the applicable period starts, there shall be no refund.

4. Winter/Summer School

Before the programme starts if there are 5 or less school working days between payment of fees and resignation and then they can be refunded in full less a THB 2,000 administration fee. (Only 1 administration fee per refund). After the programme starts no refund is available.

5. Field Trip [Domestic, International, Excursions Trip]

Before trip commences if there are 5 or less school working days between payment of fees and resignation and then they can be refunded in full less cost incurred (e.g. tickets, accommodations etc.) and a THB 2,000 administration fee. (Only one administration fee per refund). After the trip commences no refund available.

6. School Bus

Before term starts if there is 5 or less school working days between payment of fees and resignation and then they can be refunded in full less a THB 2,000 administration fee. (Only one administration fee per refund). After the term starts no refund is available.

7. Ror-Dor Van

Before the programme starts if there is a 5 or less school working days period between payment of fees and resignation and then they can be refunded in full less a THB 2,000 administration fee. (Only one administration fee per refund) After the term starts no refund available

8. (Student) Status Maintaining Fee/Sabbatical fee

Non refundable.

9. iPad Fees

Before the programme starts if there are 5 or less school working days between payment of fees and resignation and then they can be refunded in full. After the programme starts no refunds are available.

10. Music major/Culinary arts major/ Cambridge fee

Before the programme starts if there are 5 or less school working days between payment of fees and resignation and then they can be refunded in full. After the programme starts no refunds are available.

11. Campus Development Capital Levy

Non Refundable

12. ECA Fees

Non Refundable

Class cannot be changed after the school informs, as it will affect other students in class that have already made confirmation. If there is any change after this, there will be an additional service fee of THB 500.

13. SSS fees

13.1 SEN Support Refunds for students who withdraw after tuition fee has been paid and resign before term starts then they can be refunded in full less than 10 percent but not more than THB 10,000 administration fee. (Only one administration fee per refund). After the term starts no refund is available.

13.2 TA Support Before term starts if there is 5 or less school working days between payment of fees and resignation then they can be refunded in full less a THB 10,000 administration fee. (Only one administration fee per refund). After the term starts no refund is available.

13.3 TAL/EAL or TSL/ESL Before the programme starts if there is 5 or less school working days between payment of fees and resignation and then they can be refunded in full less a THB 2,000 administration fee. (Only one administration fee per refund). After the programme starts no refund is available.

13.4 Other school care

Before the programme starts if there is 5 or less school working days between payment of fees and resignation and then they can be refunded in full less a THB 2,000 administration fee. (Only one administration fee per refund). After the programme starts no refund is available.

SBS reserves the right, from time to time, to review and update this policy to take into account the changing circumstances of the School operations.

82. **Withdrawal for Non-Payment**: Without prejudice to any other rights or remedies that the School may have:

a. In the event that Fees are not paid in full (so as to be received in cleared funds by the School) by the due date for payment, the School may, by notice in writing to the Parents, set a new date for payment of such Fees (or outstanding balance) failing payment of which by such date the Student will be deemed to have been withdrawn from School and also may result in the School taking legal action.

b. In the event that Fees are paid late, the School will charge a late payment fee and interest

as specified in the Overdue School Fees relevant policy.

c. The Head of School shall exercise each of the discretions reserved by the School under paragraphs (a) and (b) save to the extent that he delegates any such discretion to the CFO.

d. The deemed withdrawal under this clause 80 will cause the provisions about notice in Section H to apply so that a term's fees in lieu of notice will be payable.

e. The deemed withdrawal under this Clause 80 is permanent and there is no right to have the Student concerned readmitted to the School even if payment is made subsequently.

f. Notwithstanding the provisions of this Clause 80, the School reserves the right (exercisable by the Head of School at his sole discretion) to readmit a Student following a deemed withdrawal upon such terms as the payment of outstanding and future Fees, as the Head of School may determine.

g. The deemed withdrawal under this Clause 81 is not a disciplinary matter and there is no right of appeal; and

h. The School may also withhold any information, character references or property while Fees (or any part thereof) remain unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.

83. **Late Payment**: Save where alternative provisions for the payment of interest are contained in a separate agreement made between the Parents and the School, a late payment charge will be charged on Fees which are unpaid as set out in Clause 84 below.

84. **Late Payment Charges**: Charges for late payment may be varied at the School's discretion but, unless otherwise advised, comprise:

- a interest charge at the rate of 1.2% per month on any overdue balance;

- THB 2,000 penalty on any overdue account and the applicable interests start accumulating from the due date.

Any waiver is strictly forbidden unless approved by the CFO.

85. **Poor Fee Payment Record**: Parents who have a poor or otherwise unsatisfactory fee payment record may be required, at the Head of School's discretion, to pay each of the following years' fees in a single lump sum in advance. In cases of persistent late payment, the School reserves the right to obtain references from external credit reference agencies.

86. **Partial Payment**: Any sum tendered that is less than the sum due and owing may be accepted by the School as a partial payment only. Late payment charges and interest will be applied to any unpaid balance of Fees.

87. **Installment Arrangements**: An agreement by the School to accept payment of current and/or past and/or future Fees by installments is concessionary and will be subject to separate agreement/s between the Parents and the School and requires CFO approval.

88. **Scholarships**: Every scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behavior on the Student's part. The terms on which

such awards are offered and accepted, and on which they may be revoked, will be notified to Parents at the time of offer. All scholarships are reviewed on an annual basis.

89. **Amount and Review of School Fees**: Details of the School Fees are published on the website under the relevant Fees and Charges pages and reviewed at least once each year. Parents will usually be informed in advance of any increase in the School Fees and Charges applicable for the following academic year, but the right is reserved to increase the School Fees and Charges at any time prior to the start of a new academic year.

90. **Money Laundering**: Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport or ID card) of the identity of a person who is paying Fees. If any malpractice is suspected, the school is within their rights to inform authorities.

J. Events beyond the control of the Parties

91. **Force Majeure**: An event beyond the reasonable control of the parties to this contract is referred to below as a "Force Majeure Event" and shall include such events as an act of God, accident, fire, flood, war, riot, civil unrest, act of terrorism, chemical or biological contamination, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), failure of utility service or transportation; it shall not include an ability to pay Fees. Subject to express written agreement to the contrary, the Parent's continuing obligations under this contract in respect of Fees shall not be affected by a Force Majeure Event.

92. **Notification by the School**: In the event of a Force Majeure Event arising which prevents or delays the School's performance or any of its obligations under this contract, the School shall immediately give parents notice in writing, specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the School has acted reasonably and prudently to prevent and minimize the effect of the Force Majeure Event, the School will have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure Event while it continues. The School shall use its best endeavours during the Force Majeure Event to provide educational services.

93. **Notification by Parents**: In the event of a Force Majeure Event that affects the Parents' ability to perform any of their obligations under the contract, they shall give the School notice in writing of the Force Majeure Event. The Parents shall not be liable for non-performance of such obligations (except payment of fees) during the Force Majeure Event but in the event of the Force Majeure Event continuing for more than four months shall discuss with the School a solution by which this contract may be performed.

K. General Contractual Matters

94. **Legal Contract**: The offer of a place, and its acceptance by both the Parents by both of them signing the Application Form, gives rise to a legally binding contract under the terms of these Terms and Conditions.

95. **Change**: This School, as any other, is likely to undergo a number of changes during the time the child is a Student. For example, there may be changes in the staff, in the facilities and their use, in

the curriculum and the size and composition of classes, in the School Rules, the disciplinary framework, and the length of School terms.

96. **Consultation**: It is not practicable to consult with Parents and Students over every change that may take place. Whenever practicable, however, Parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on the Student's education or pastoral care.

97. **Data Protection**: By signing the Acceptance Form, or by agreeing to be bound by these Terms and Conditions, the Parents on behalf of themselves and, so far as they are able, on behalf of the Student authorise the School to process personal information including financial and sensitive personal data, such as medical information, as is deemed necessary for the legitimate purposes of the School.

98. **Representations**: The School's prospectus, general publicity materials and website describe the broad principles on which the School is presently run and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus, general publicity materials and website (other than use of the website as a vehicle to display this contract) are not part of any contract between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, general publicity materials or website, or a statement made by a member of staff or a Student during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter from the Head of School before entering this contract.

99. **Third Party Rights**: Only the School, representing all SBS staff, and the Parents are parties to this contract. The Student is not a party to it. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behavior, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.

100. **Severability:** If any term or condition provided herein is invalid, illegal or incapable of being enforced by any order, rule of law, or public policy, all other terms and conditions shall nevertheless remain in full force and effect.

101. **Interpretation**: Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

102. **Jurisdiction**: This contract was made at the School and is governed exclusively by the laws of Thailand and the parties submit to the non-exclusive jurisdiction of the Courts of that country.

Data Protection Information Notes

1. The School holds information about Parents and the Student including exam results, parent and guardian contact details and financial information, biometric information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.

2. These notes refer to the 'processing' of information. 'Processing' is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.

3. The School processes information about Parents and the Student in order to safeguard and promote the Student's welfare, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which the Student may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from the Parents or from third parties such as credit reference agencies or the School using biometric information to allow Students access in to School buildings or to record extras purchased.

4. The School may process different types of information about the Student for the purposes set out

above. That information may include:

- *Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by the Student.*
- *Personal details such as home address, email address, date of birth and next of kin.*
- *Information concerning the Student's performance at School, including discipline record, School reports and examination reports.*
- *Financial information including information about the payment of Fees and Charges at this School or any other School.*

5. Where, in the professional opinion of the Head of School it is deemed necessary we may share

information with certain third parties.

6. *If the School enters into a separate arrangement for the payment of fees, it may, in order to verify Parents' identity and so that it can assess and application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about an application.*

Home – School Agreement

We wish to create a learning culture in which students are happy, motivated and ambitious. We encourage mutual respect, support and collaboration between all adults and students, both within the School and the wider community, thereby promoting a sense of pride in our School. This requires all staff, parents and students to understand their responsibilities and work together towards the same goals, as detailed below in our Home-School Agreement.

Together we will: Value one another as partners

Listen to and support each other in order to provide the best education for each child in our School

SBS Bangkok and Chiangmai will:

1. Care for each child's safety and well-being.

2. Endeavour to meet the requirements of children to achieve their full potential.

3. Ensure that each classroom is a positive and stimulating learning environment.

4. Set homework to extend the curriculum work in School.

5. Teach children to develop a positive attitude towards everyone regardless of difference in gender, race, culture, sexuality, belief, values, age, and need.

6. Help children to understand their role in our Community.

7. Provide guidance and support for children to become responsible Digital

Citizens. 8. Communicate effectively and sensitively with parents by:

• Holding parent meetings to discuss the progress of students.

• Providing prompt information about behaviour or class work that may be a cause for concern or celebration.

• Providing Parent Workshops or Curriculum Information Sessions to help parents support students at home in specific curriculum areas.

• Providing opportunities for parents to become involved in school life.

• Providing information to parents about school activities through regular newsletters, digital communications, open days, meetings and the annual report.

• Making available all relevant school policies, for information.

For acceptance of the SBS Standard Terms and Conditions V3.0

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Parent / Guardian (full name): _____

For the student (full name): _____

Signed by:

_____
Parent/Guardian

Rick Fourie
_____
Mr. Heinrich Fourie
Chief Operating Officer

_____
Mr. Mark Gilheaney
Head of School

Copy of the Identification Document signatory is required to authenticate the signature.
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