



BUDAPEST BRITISH
INTERNATIONAL SCHOOL

TERMS AND CONDITIONS OF ENROLMENT AT BUDAPEST BRITISH INTERNATIONAL SCHOOL

Effective from: School Year 2019/2020

Budapest British International School, Hungary

Upon registration for a School Year, the payment of at least the Registration and signing the Application Form, and its appendices, the Applicant/Student/Parents/Guardians take note, that the he/she is bound by the following terms and conditions (hereinafter "this Contract"). This Contract is effective for one School Year.

Parents or legal guardians must ensure that they fully understand the terms of this Contract, which is written in English.

1. Particulars

1.1 The Student shall provide Budapest British International School (school) with their full name, address and age, showing any special medical, accommodation or dietary requirements not later than 30 days prior to his/her contemplated start date of the School ("Start Date of School").

2. Variations

2.1. Save as otherwise expressly provided in this Contract no variation to this Contract shall be binding unless agreed in writing between the School and the Student. Notwithstanding the above the School is entitled to modify this Contract unilaterally from time to time by informing the Student about the new or modified terms by the way of posting the new and/or modified terms of this Contract to the School's website as indicated in Clause **21.2** below.

2.2. The School Contributions (as defined in Clause **4.1** below) are subject to change by the School as indicated in Clause **4.5** below.

3. Application Contribution, Registration Contribution and School Deposit

3.1 Application Contribution: On Application, the Student shall pay a non-refundable Application Contribution in the amount as indicated in the 'School contributions' (see Clause 4.5. below) applicable for the actual School Year, as from time to time issued by the School. Application Contribution shall be received no later than 3 working days prior to the assessment and trial day, in cash or via transfer or card. The Application Contribution is not subject to any set-off against any other payment obligation under this Contract.

3.2 Registration Contribution: Applicant shall pay a non-refundable Registration Contribution in the amount as indicated in the 'School Contribution' applicable for the actual School Year, as from time to time issued by the School in order to secure the Student's registration for the School Year. The Registration Contribution is not subject to any set-off against any other payment obligation under this Contract. If students join BBIS at any time of the year, the registration Contribution must be paid within 5 working days after the acceptance of the place, or the place will then be made available to another prospective student.

3.3 This Contract is conditional upon the payment by the applicant of the non-refundable Registration Contribution which shall not be repayable under any circumstances. By paying the Registration Contribution communicates their acceptance of this Contract.

3.4 Upon receipt of such Registration Contribution this Contract shall come into and be of effect.

3.5 School Deposit: Upon registration for its first School Year the Applicant shall pay a refundable School Deposit to the School in the amount as specified in the School Contributions applicable for the actual School Year to secure potential damages caused by the Student to the School's premises, Late room costs, any outstanding student has in the School or other students or any third persons in connection with or during the fulfilment of this Contract. The School is entitled to use the amount of the School Deposit for compensating damages or outstanding's caused by the Student. If during the term of this Contract the School Deposit is used as a whole or in part, the Student is obliged to make payments necessary to fill up the amount of the School Deposit within 5 working days after notification sent by School Finance Manager, to keep it all the time in the amount as specified in the School Contributions. At the time of expiry or termination of this Contract the School shall refund the amount of the School Deposit not used to cover damages caused by the Student within 30 days of termination of this Contract. The School is entitled to use the amount of the School Deposit to offset against any unpaid Contributions at the time of leaving of the Student. If students join BBIS at any time of the year, the registration Contributions must be paid within 5 working days after the acceptance of the place. Deposit will only be returned if the student attends BBIS.

4. Balance payment

4.1 "School Contributions" are defined as the total of the Application, Registration, Tuition Contribution, Seat Reservation and the School Deposit Contribution.

4.2 School Contribution for at least the next term/or if opted so by the Student for the whole School Year shall be paid without set-off or deduction of any kind by the Applicant/student to the School by deadline.

- If a student joins BBIS prior to the upcoming payment day, whether it is termly or yearly, the school contribution must be paid according to BBIS payment dates
- If a student joins BBIS during the school year, and starts the school mid-term, the school contribution must be paid within 5 working days after receipt of the Deposit and the Registration Contribution
- If a student joins BBIS during school holiday time, the school contribution must be paid within 5 working days after receipt of the Deposit and the Registration Contribution
- If a student joins BBIS during the school year, and starts the school anytime of the year, the seat reservation must be paid within 5 working days after receipt of the Deposit and the Registration contribution. Any new admissions prior to March 1st of the current academic year must pay a seat reservation contribution for term 3 of the current academic year. Any new admissions after March 1st of the current academic year must pay a seat reservation contribution for term 3 of the following academic year. Seat reservation is non-refundable.

4.3 Students are entitled to visit the School and participate in the education only subject to fully paying the School Contributions within the specified deadline as indicated in the notifications issued by the School. Students are not entitled to visit the School and enjoy the education services provided by the School as long as any amounts of the School Contributions are overdue and unpaid. The School is entitled to suspend the provision of the education services for such Student and not to allow such Student to access the premises of the School or to terminate this Contract with immediate effect.

4.4 All payments shall be made by the Student without set-off or deduction of any kind in HUF and/or by transfer to such bank account as the School may from time to time notify to the Student or as indicated on the invoice issued by the School unless it is expressly agreed otherwise with the School. If payments are made in a currency other than HUF, the payment actually received by the School must have the same values indicated in the invoice. All foreign exchange charges shall be covered by the Student.

4.5 Amount of School Contributions for the next School Year are subject to change by the School and reasonable notice will be given of any such change, not later than 45 days before the start of the next School Year. School contributions are published on the web site (indicated in Clause 21.2) of the School under 'School Contributions'.

4.6 In the event that the Student registers less than 15 days before his/her Start Date of the School he/she shall pay on registration the full amount of the School Contribution for at least the first upcoming full term.

4.7 Subject to the detailed terms of the School Contributions applicable for the actual School Year, as from time to time issued by the School, the Student is entitled to the annual discount offered, in the case of full payment of one year's contribution in advance only if such full payment is actually made in due time or before the payment date as indicated in the respective notifications.

5. Cancellations, terminations by the Student

5.1 No purported cancellation shall be of effect unless in writing (by email, hand delivery or registered postal mail) in legible and unambiguous English and actually received by the School. Any such cancellation shall be of effect only from the date on which it is actually received by the School in writing addressed to the Director of Admissions or Finance Manager of the School.

5.2 This Contract can only be terminated by the Student for the end of a school term regardless of whether the Student is withdrawn part way through the term or if the case may be for the first day of the first term of the respective School Year. The Student has the right to terminate this Contract by at least 1 term notice to the School before the last day of the actual term and/or for the first day of the first term as per the Academic Year Calendar ("Notice Period"). For example, notice of

withdrawal in Term 2 must be given on the first day of Term 1. If the School does not receive such term notice, then the following term's Contributions become due and payable according to the general rules. Should the Student stop visiting the School for any reason whatsoever before the expiry of the Notice Period or would abandon School without notice, in any case the School is entitled for the Tuition Contribution until the end of the full Notice Period subject to receiving proper Notice from the Student.

The Student is entitled for the refund of Tuition Contribution already paid in excess of the Notice Period, i.e. due for the period starting from the expiry of the Notice Period, whether actual or calculated. If the Student terminates this Contract by any reason or abandons School without notice after registration but before commencing his/her studies at the School, the Student is not entitled to any refund of any payment already paid which is due until the end of respective Notice Period. The same rule applies for cancellation due to medical reasons or any other cause raising obstacles for the Student to enjoy the benefits of this Contract.

Unless in exceptional circumstances subject to the sole discretionary decision of the School, refund is not given to the Student in the event of the Student's absence from School. Providing refund is subject to the School's absolute discretion after considering the actual circumstances.

In case of providing refund by the School for any reasons, the refund shall be made the earliest 30 days after the last day of the Notice Period.

5.3 Postponement

The Student may not postpone his/her registration or carry forward their School Contributions paid to a subsequent School Year at a later date. For the avoidance of doubt, this Clause 5.3 shall remain applicable whatever the reason given for requesting a postponement or carrying forward of School Contribution paid including - but without prejudice to the generality of the foregoing - illness arising before or during the School Year.

5.3.1. In case of postponement in the same academic year, payment must be made from the School agreed date of entry, within 5 working days of that notice.

5.4 . Transfer of Contributions to another student

The Student may not transfer their registration or transfer their School Contribution already paid by the Student to another student. For the avoidance of doubt, this Clause 5.4 shall remain applicable whatever the reason given for requesting a transfer of School Contributions paid including (but without prejudice to the generality of the foregoing) illness arising before or during the School Year.

6. Re-enrolment

Every School Year during March or April the Student will be requested to re-enroll for the following academic year. Student has to pay HUF 500,000, - or other currency which equivalent of HUF to reserve a seat for the following academic year. This seat reservation is deductible from Term 3 of the following academic year. Seat reservation is non-refundable. If Contributions are not paid by the due date, the School cannot guarantee to hold a place for the Student and may consider this Contract terminated. Paying the School Contribution for the first term is a condition precedent for the commencement of the respective School Year by the Student at the School. Failure to pay school contribution for following year by June 1st. may result in losing once place for next academic year and no refund on seat reservations or deposit.

7. Termination by the School

7.1 The School shall be entitled forthwith to terminate this Contract by written notice to the Student if:

(a) payment of 100% of the total balance of School Contribution due has not been made by the deadline for payment.

(b) without prejudice to Clause 7.1(a) the Student commits any breach of the provisions of this Contract (including but not limited to a breach where the School considers in its absolute discretion that the Student has infringed any of the Code of Conduct of the School and Behaviour Policy (the 'Code of Conduct') and in the case of a breach capable of remedy without risk of detriment to other students as perceived in its absolute discretion by the School fails to remedy the same within

14 days (where the breach has occurred prior to the start date of the School Year) or within 48 hours (where the breach has occurred on or after the start date of the School Year) after the giving of a written notice detailing the breach and requiring the same to be remedied.

7.2 For the purpose of Clause 7.1(b) a breach shall be considered capable of remedy if the Student can comply with the provision in question in all respects other than as to time and performance (provided that time and performance is not of the essence).

7.3 Any waiver by the School of any breach of any provision of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

7.4 The rights to terminate this Contract conferred by this Clause 7 shall be without prejudice to any other right or remedy of the School in respect of the breach concerned and any other breach.

8. Consequences of complete or partial termination

The School accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clauses 5 or 7.

8.1 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination neither party shall have further obligations to the other under this Contract following termination thereof save as provided in Clause 26 Continuing Obligations.

9. The Student's responsibilities

9.1 The Student undertakes with the School:

(a) if requested by the School to provide satisfactory (to the School) references in respect of the Student;

(b) to behave responsibly and not to damage any property belonging to the School or to any other person;

(c) to fully indemnify the School against any loss or damage to the premises, furniture or other property of the School or of any other person by the Student or ensuing as a reasonably (in the opinion of the School) foreseeable consequence of any act or omission of the Student and to indemnify the School against any and all claims or costs in respect thereof;

(d) not to undertake any activity, or not to bring to the school any item, that may be dangerous (in the opinion of the School);

(e) to treat the facilities and the premises of the School and all other persons with care and respect for the privacy of their residents (where applicable) and not interfere with or gain access to or attempt to gain access to those parts of the premises of the School to which 'private use or access' are indicated by the School as unauthorized;

(f) not to smoke in any part of the School venues; in the event of non-compliance, smoke detectors may trigger the alarm, in this case the Fire Service could levy a fine for unnecessary attendance, the School has the right to pass this charge to the Student. The legal age for smoking in Hungary is 18 years old, and it is illegal to smoke in any school or in the near proximity of a school;

(g) without prejudice to Clause 9.1(f) not to commit any act which breaches the criminal law of, or infringes the personal rights or civil rights of any other person under the laws of Hungary;

(h) to follow all instructions communicated or otherwise published by or on behalf of the School with respect to (without limitation) security, health and safety regulations and personal and public safety;

9.2. As provided in Clauses 7 the School reserves the right at any time to exclude from the School and the premises of the School and terminate this Contract in respect of any Student whose behaviour is, in the opinion of the School, unacceptable or an unacceptable nuisance or annoyance to other Students or to others on the premises of the School subject to following a disciplinary procedure and Clause 5 (no refunds) shall apply.

9.3. The Student is bound by the Behaviour Policy and such other rules or regulations as may be notified to them whether before or after registration for a School Year. Failure to abide by the is aimed to be dealt with immediately and

may lead to expulsion from the School and termination of this Contract pursuant to Clauses 7, 8 and 9.

9.4. The School reserves the right to refer instances of what it perceives to be obstructive, disruptive or aggressive behaviour by the Student to the appropriate authorities or security staff and/or the local police.

9.5. Without prejudice to any other provision of this Contract, the Student shall at all times indemnify and keep indemnified the School against all expenses, costs, claims, damage and loss arising from or in connection with any act or omission of the Student.

9.6. Students failing to give precise and exact educational psychological report or applicable medical information at registration may be asked to leave at any moment during the year without any refund if school finds it impossible to fulfill educational needs.

10. Code of Conduct

10.1 All students are bound by the Behaviour Policy published by the School. A copy of the Behavior Policy will be made available to all students.

10.2 By paying the Registration Contribution referred to in Clause 3 of this Contract the Student also confirms that he/she has read and agrees to abide by the Behaviour Policy

11. Limitation of liability

11.1 The School shall not be liable to the Student for any damages, loss, costs, expenses, claims or proceedings howsoever arising and whether actual or contingent arising in connection with the performance or contemplated performance of this Contract except for death or personal injury resulting from negligence of the School, its employees, agents, consultants, subcontractors or suppliers whilst acting within the scope of or in the course of their employment or contract.

11.2 Without limiting the generality of this Clause 11 or of the Contract as a whole, the School will not accept liability in the following circumstances:

- (a) loss of or damage to personal belongings;
- (b) if the failure or breach of this Contract is in whole or in part the fault of the Student;
- (c) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond the School's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or
- (d) if the failure or breach of this Contract is in whole or in part attributable to any event which the School or the supplier of any service, even with all reasonable care, could not foresee or forestall.

11.3 Where the School makes any payment to the Student arising from this Contract, by the acceptance of such payment the Student thereby assigns to the School or its insurers any rights it may have to pursue any other third party. The Student must thereafter provide the School and its insurers with all assistance required.

12. Force majeure

Without prejudice to Clause 11, the School shall not be deemed to be in breach of this Contract or otherwise be liable to the Student for non-performance or part-performance only or delay in performance of any obligation under this Contract arising out of circumstances beyond its control which it has notified at any time to the Student including but not limited to occurrences or threatened or suspected occurrences of activities of suspected terrorists, human or animal disease, fire or flood, disruption to traffic, withdrawal or non-availability of services or facilities by any third party, or direction of any competent local or national authority or fear of any such.

13. Assignment

13.1 This Contract is personal to the Student who may not assign or dispose of any of their rights and/or claims hereunder or sub-contract or otherwise delegate any of their obligations hereunder.

13.2 The School shall be entitled to assign the benefit and/or burden of this

Contract to any person or company without requiring any consent of the Student.

14. Notices and service

14.1 Any notice or other information required or authorized by this Contract to be given by either party to the other may be given by hand or sent (by registered letter by post or email) to the other party at their address as stated in the last communication received from them. [Parties accept notices sent by simple email without electronic signature.]

14.2 Any notice or other information given by post is deemed delivered in 5 days after given it to the post.

14.3 Any notice or other information sent by email or comparable means of communication shall be deemed to have been duly sent on the date of transmission provided that a confirmation of receipt is received or a confirming copy thereof is sent by registered letter by post to the other party within 24 hours after transmission.

14.4 Service of any legal proceedings concerning or arising out of this Contract may be effected by sending to any address provided by the Student or its parent or legal guardian or to such other address as may from time to time be notified in writing by the party concerned.

15. Governing law and jurisdiction

15.1 The interpretation and performance of this Contract shall be subject in all respects to Hungarian law and the Student hereby submits to exclusive jurisdiction of the competent Hungarian ordinary courts in respect of any difference or dispute that may occur as between the parties to this Contract in relation to this Contract or any other matter.

15.2. Notwithstanding the above it is acknowledged by the parties that the School is registered in Hungary as a public foreign school for which section 90. § (1) and (2) of Act No.190 of 2011 on Public Education is applicable.

16. General

16.1 Nothing in this Contract shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the School and the Student or any other person.

16.2 Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in this Contract are for convenience only and shall not affect its interpretation.

17. Alterations

The School reserves the right to make alterations without prior warning to their academic and extracurricular timetables depending on the availability of lecturers and other staff and other factors as well as to the Behaviour Policy.

18. Insurance

18.1 It is highly recommended for the Student to be at all times comprehensively insured to cover all costs and consequences of liability, personal accident, damage/theft/loss of personal belongings, expenses, recovery of School Contributions paid if absent due to medical reasons for more than five consecutive days.

19. Visas

The non-EU Students are strongly advised to ensure that they have an appropriate visa for study in Hungary covering the School Year and that they can comply with all other Hungarian entry and residence requirements before payment of any Contributions to the School as under no circumstances will any refund be made on grounds of lack of visa or similar travel documents required to study in Hungary legitimately.

20. Representation

The Student undertakes with the School not to make trade mark use of any name, trade mark or logo of the School.

21. Communication of this Contract

21.1 The School shall communicate to the Student the terms contained in this Contract in several ways in order to ensure that such terms are successfully received and understood.

21.2 Specifically, this Contract will be:

(a) presented every day online on our website at www.bbis.hu as a link which may be viewed and printed off in full at any time; and

(b) presented as a hyperlink as a part of the online application process with the website coding written such that registration is not possible without a tick box being checked by the Student thereby signaling agreement;

22. Marketing, photography and videos

Notwithstanding to Clause 23 the Student agrees to participate in promotional activities undertaken by the School which include photography, videoing, recording and other such activities which can be published on websites, newsletters and marketing materials.

Where desired the Student is able to opt out in advance of involvement in such marketing when enrolling to the School or any time thereafter by express written statement made by the parent or legal guardian of the Student.

23. Press / media

During their School Year The Student shall not make any statement or give any interview to the media or publish any material whether online or otherwise in relation to the School or any of its employees, members or workers or its clients or business referrers without the prior written consent of the principal of the School, and shall remove or recall all such material which has been so published immediately upon being asked to do so by or on behalf of the School insofar as it is within the Student's power to do so.

24. Medical, Religious, Disability, Learning and other Policies and Procedures

24.1 It is extremely important that the Student familiarizes themselves with information regarding the medical, religious, disability, learning and other policies and procedures before enrolling at BBIS.

24.2 The School will request the parents or legal guardians of all Students to complete a medical and dietary information form prior to the Student's admission to the School. It is essential to the safety and wellbeing of each Student that their form is completed accurately and fully.

24.3 As part of its day to day operations, BBIS collects, processes and stores personal data regarding past, current and prospective pupils and their parents. Data may be kept on computer systems, paper or otherwise. BBIS recognizes the importance of treating all personal and sensitive data in a lawful manner as per GDPR requirements for as long as necessary in accordance with time frames imposed by law and our internal GDPR policy.

25. About the School

25.1. The School is incorporated in Hungary as a public foreign school accredited by COBIS. OM number: 203260 with its registered office at Zsolna utca 4., Budapest 1125, Hungary.

25.2. Maintainer of the School is: Contribution Edu-Zsolna Non Profit LTD., trade register number: 01-09-299225, seat: Zsolna utca 4., Budapest 1125, Hungary

26. Continuing obligations

26.1. The following provisions of this Contract shall survive expiry at termination of this Contract howsoever they arise and shall continue in force indefinitely:

Clause 4 (Balance payment), Clause 7.4 (Termination), Clause 8 (Consequences of complete or partial termination), Clause 9.1 (c) and (h) (The Student's responsibilities), Clause 9.3 and 9.4 (The Student's responsibilities), Clause 10 (Code of Conduct), Clause 11 (Limitation of liability), Clause 15 (Governing law and jurisdiction), Clause 20 (Representation), Clause 22 (Marketing, photography and videos).

27. Definitions and interpretation

In this Contract the following words and phrases shall bear the following meanings:

- 27.1. "this Contract" means the terms and conditions contained herein.
- 27.2. "the Student" means a student to be admitted to a School Year in the educational program of the School and where she/he is a minor shall include her/his parents or legal guardians.
- 27.3. "School Year" means the academic program of the actual school grade the Student is to be registered for and all its associated activities and arrangements.
- 27.4. Unless a contrary intention appears, a reference to a Clause or Schedule is a reference to a clause or schedule of this Contract.

I/we hereby declare that we have read and understood and accept the terms and conditions outlined above.

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Parent's name

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Parent's signature

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Date

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Parent's name

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Parent's signature

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Date

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**Budapest British International School
Edu-Zsolna Non Profit LTD**

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Date