

ACE of BRUSSELS

Terms and Conditions

1. Definitions

(a) In these terms and conditions:

"Form of Acceptance" means the form provided by the School for parents to complete when accepting a place for their child(ren) at the School:

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or under.

"the Disciplinary Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on request from the School:

"Application Fee" means that sum set out on the Admissions and Fees page of the school website www.ACEofBRUSSELS.com to cover the cost of admission;

"Development Fee" means the sum set out on the Admissions and Fees page of the school website www.ACEofBRUSSELS.com to support the future development of the School;

"fees" means the fees set out on the Admissions and Fees page of the school website www.ACEofBRUSSELS.com and as amended from time to time usually on an annual basis or otherwise;

"other fees" means fees relating to the student/the parents sign up for services offered by the school that are not a compulsory element in the student's learning programme, such as but not limited to extracurricular activities and garderie.

"Principal" means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"term" means a term of the School as notified on the school website www.ACEofBRUSSELS.com ;

"a term's notice" means notice given not later than the last day of the term preceding a full clear term prior to the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires ACE of BRUSSELS and ACE START;

"you" or the "parents" means each person who has signed the Form of Acceptance as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

(b) The "School" ACE of BRUSSELS and ACE START.

(c) The Form of Acceptance, the Admissions and Fees page of the school website www.ACEofBRUSSELS.com , the Parent Handbook, the Disciplinary Procedure and these terms and conditions constitute the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by another third party.

2. Acceptance and Deposit

(a) Application process

The application fee is non-returnable and covers the cost of processing the admission. It does not secure a place for your child at the School.

(b) Acceptance of a Place

An offer of a place for your child at the School is accepted by your completion and return to the School of the Form of Acceptance and payment of the fees, development fee and deposit for ACE START.

(c) Application of the Deposit ACE START

The deposit is not refundable if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees at the end of the last term or other sums due to the School on your child leaving.

(d) Enrolment

Failure to attend the School after securing a place at the School could result in the payment of a term's fees if a term's notice has not been given in writing.

3. School Fees

(a) All the costs incurred in the usual course of the tuition of a child by the School, including the provision of any necessary educational materials but excluding a computing device, shall be met by the fees unless otherwise notified by the School.

(b) Any optional and curricular extras, such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.

(c) Each person who has signed the Form of Acceptance is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Form of Acceptance remain liable to the School for the whole of the fees and supplemental

charges due unless the School has agreed in writing to look exclusively to any other person for payment of the fees or charges or any part of them.

(d) Each invoice for fees must be paid in full on or before 30 days of the date indicated on the invoice and by our preferred payment method.

Fees can be paid online or by card in the office or by electronic transfer to the School's bank account.

Supplemental charges will be invoiced for at convenient intervals and can be paid by online or by card in the office or by electronic transfer to the School's bank account.

(e) For a particular School Year, the entire Tuition Fee is due by the student/the parents enrolled for that School Year. If the student leaves the school before January 31 of the School Year concerned (other than for one of the reasons as set out in Articles 6), the school will reimburse 25% of the Tuition Fee and of the Other Fees where applicable to the student/the parents

(f) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid and overdue. Defaulted or late payment will automatically result in interest of 10% per year without any written notice from the school and a fixed indemnity of 125 EUR for administration costs for each unpaid invoice shall also be due to the school. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

(g) The fees will be reviewed from time to time and may be increased by such amount, as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees but are not obliged to do so.

(h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.

(i) Upon request of the parents the school accepts to send the invoice for Fees and/or Other Fees due to the school to a third party such as the employer of one of the parents. Notwithstanding any payment arrangements between the parents and third parties, the parents remain jointly and severally liable for the full payment of all invoices.

(j) The amount of the Other Fees and the signup procedure for these additional services are published on the school's website and available upon request. The signup procedures and the amount of the Other Fees are hereby accepted by the student/the parents.

(k) The school has the right to terminate the contract with immediate effect, without any recourse to the courts and without any damages whatsoever to the student/the parents, if the student/the parents fail to pay the Tuition Fees or Other Fees, provided that no payment was made within one month after a written notice was sent by the school to the student/the parents. The termination of the contract will result in the immediate expulsion of the student from the school.

4. Notice Requirements

(a) If you wish to:

(i) withdraw your child from the School (other than at the normal leaving date); or

(ii) withdraw your child from an activity charged for as an optional extra;

you must give a term's notice to that effect or pay to the School a term's fees for the term when, or the activity in which, your child has ceased to participate in lieu of notice, at such rate as would have been charged. In cases where the required notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if notice had been given.

(b) You acknowledge that it is not possible for you to reduce the amount of fees or charges due or to obtain a refund of fees or charges by withdrawing your child from the school or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules

(a) It is a condition of remaining at the School that your child complies with the School rules and customs as amended from time to time. In particular you undertake to ensure that your child attends School daily and punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

(b) The Principal may require your child to submit to testing for drugs in accordance with suitably approved procedures.

(c) The School reserves the right to monitor your child's email communication and internet use for security purposes.

6. Disciplinary Procedures

(a) The Principal may at his or her discretion require you to remove or may exclude for a fixed period of time or permanently exclude your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Principal the removal or exclusion is in the School's best interests or those of your child or other children.

(b) The Principal may at his or her discretion require you to remove or may exclude for a fixed period of time or permanently exclude your child if your behaviour is in the opinion of the Principal unreasonable and affects, or is likely to affect, adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

(c) Should the Principal exercise his or her right under sub-clause 6(a) or 6(b) above, you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited and in such circumstances fees in lieu of notice will not be payable.

(d) The School Rules set out examples of offences likely to be punishable by a fixed period of time or temporary or permanent exclusion. These examples are not exhaustive, and in particular the Principal may decide that removal or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

(e) The review of serious disciplinary matters is governed by the Complaints Procedure.

7. The School's Obligations

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her statutory schooling.

(b) While your child remains a pupil of the School, we undertake to 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.

(c) In order to fulfil our obligations, we need your co-operation, in particular by; fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(d) We undertake not to subject your child to corporal punishment, or to physical contact, except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities, which may entail some risk of physical injury.

(e) If your child requires urgent medical attention while under the School's care, we will, if practicable, attempt to obtain your prior consent. However, should we be unable to contact you, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

(f) Although our website describes the broad principles on which the School is presently run and is believed to be correct at the time of writing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of significant changes in the curriculum and where practicable will consult with parents on such changes.

(g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Principal the School cannot provide adequately for your child's special educational needs.

8. The Parent's Obligations

(a) It is a condition of your child joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, learning issues, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

(b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Form of Acceptance as having been given on behalf of all persons signing the Form. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to all persons signing the Form.

(d) The Principal must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a School activity or is otherwise under the supervision of a member of the School staff.

(f) 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 delay. Complaints should be made in accordance with the School's Complaints Procedure.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

10. Confidentiality and References

(a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take reasonable care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from a reference or report given by us.

(b) You consent to us making use of information relating to your child whilst he or she is at the School and after he or she has left for the purposes of communicating and managing relationships with pupils and former pupils of the school.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12. Changes in Ownership etc.

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address, email address or telephone number of any person who has signed the Form of Acceptance.

Communications (including notices) will be sent by the School to the email address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Principal and sent to the School's address. If sent by post, notice shall be deemed to have been given on the second day after posting.

14. Interpretation and Application of the General Terms and Conditions

15.

(a) Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and condition.

(b) These general terms and conditions apply from the moment the student/the parents submit an application for the School until the student is no longer enrolled in the school and all outstanding issues between the school and the student/his parents related to the student's enrolment are finally settled, and to each contract entered into between the school and the student/the parents.

(c) These general terms and conditions as well as the contracts to which they apply will be governed by Belgian law. All disputes arising out of or in connection with these general terms and conditions and with the contracts to which they apply, shall be submitted to the exclusive jurisdiction of the courts of Brussels.

(d) The invalidity or unenforceability of any provision(s) of these general terms and conditions shall in no way affect the validity or enforcement of any other provision(s) or any part thereof.

16. Jurisdiction and Governing Law

The contract between you and the School is governed by Belgian Law. You agree with us to submit to the exclusive jurisdiction of the Belgian courts.

17. Variations

We acknowledge that the School's rules and policies, as well as its fee structure, change from time to time. Sometimes this is due to external factors such as changes in the law, regulatory requirements or market conditions. We agree to such changes when the School introduces them.

Parents will be given a minimum of one term's notice of any changes to be invoked that will fundamentally affect the educational provision at the school.

'Thank you for choosing **ACE of BRUSSELS**. We value the trust you have placed in us and look forward to working in partnership with you so that your child is happy and derives the maximum benefit possible from our School in their time with us.'