

# SEK Budapest International School

## Terms & Conditions

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### A Introduction & Terminology

1. **These Terms and Conditions** form the basis of a legal contract for educational services. The signature by the Parents/Legal Guardians of the enrolment contract give rise to a legally binding contract on the terms of these Terms and Conditions
2. **"The School"/"We"/"Us"** means SEK Budapest International School as now or in the future constituted. The School is constituted as a "SEK Budapest Preschool, Primary School and Secondary School" (*SEK Budapest Óvoda, Általános Iskola és Gimnázium*) sustained by the "SEK Budapest Educational Foundation" (SEK Budapest Oktatási Alapítvány)
3. **"School Governors"/"Governing Body"** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
4. **"The Head"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.
5. **"The Parents"/"You"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.
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### B Admission and Entry to the School

7. **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Entrance Fee paid. Admission will be subject to the availability of a place and the Child/Student and Parents satisfying the admission requirements at the time. "Admission" occurs when Parents accept the offer of a place.
8. **Equal Treatment:** The School is a day] School for [boys and girls] aged from [3-18 ] years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected.
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### C Pastoral Care

11. **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Child/Student and the integrity of the house and School community.
12. **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
13. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Child/Student must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request.
14. **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Child/Students welfare.

15. **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the Children/Students themselves and between members of the staff and Children/Students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Children/Students and Parents and we expect the same of the Children/Students and Parents in relation to the School.
16. **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 Child/Student in distress or to maintain safety and good order, or in connection with the Child/Student's health and welfare.
17. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Child/Student, any history of a learning difficulty on the part of the Child/Student or any member of his/her immediate family, or any family circumstances or court order which might affect the Child/Student's welfare or happiness, or any concerns about the Child/Student's safety.
18. **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Child/Student's rights of confidentiality, and to impart confidential information on a "*need-to-know*" basis where necessary to safeguard or promote the Child/Student's welfare or to avert a perceived risk of serious harm to the Child/Student or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Child/Student may have. The School reserves the right to monitor the Student's e-mail communications and internet use.
19. **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Child/Student's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Child/Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Child/Student or of the School.
20. **Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules and Regulations.
21. **Communication with Parents:** The School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.
22. **Photographs:** It is the custom and practice of the School, to include some photographs or images of children/students in the School's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Head requesting an acknowledgement of their letter.
23. **Transport:** The Parents consent to the Child/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 during trips/ events (competitions) organised by the School.
24. **Child/Student's Personal Property:** Children/Students are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
25. **Insurance:** Parents are responsible for insurance of the Child/Student's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
26. **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Child/Student or Parents or for loss or damage to property.

## **D Health and Medical Matters**

27. **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Child/Student's health and must inform the Head in writing if the Child/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.
28. **Child/Student's Health:** The Head may at any time require a medical opinion or certificate as to the Child/Student's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School. If the Student is of sufficient age and maturity they are entitled to insist on confidentiality which can nonetheless be overridden in the Student's own interests or where necessary for the protection of other members of the School community.
29. **Medical Information:** Throughout the Child/Student's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Child/Student if considered to be in the Child/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.

30. **Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Child/Student receiving emergency medical treatment including blood transfusions within the school's country, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Child/Student's welfare and if the Parents cannot be contacted in time.

## **E Educational Matters**

31. **Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each child/student and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.
32. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on streaming and class setting may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the children/students and may take into account management of friendship groups. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.
33. **Progress Reports:** The School monitors the progress of each child/student and reports regularly required by law to Parents by means of grades and full written reports.
34. **Sex Education:** All students will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.
35. Intentionally left blank.
36. **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Child/Student and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
37. **Learning Difficulties:** The School can not commit to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff and The School are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
38. **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Child/Student has a learning difficulty.
39. **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that the Child/Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Child/Student, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a student's special educational needs or learning difficulties. Remedial teaching provided by the School will be charged as an extra (Fee for extra tuition).
40. **Moving up the School:** It is assumed that each student who satisfies the relevant criteria at the time will progress through the School and will ultimately complete the Year 12. Parents will be consulted before the end of each Year if there appears to be any reason why the Student may be refused a place at the next stage of the School. Parents must give a 1 months' notice in writing in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
41. **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Student in conjunction with any member of staff and/or other students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.
42. **Student's Original Work:** Copyright in the Student's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Student. Most such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by

factors outside the direct control of the Head and staff.

43. **Educational Visits:** A variety of educational visits will be provided for your child while a student here. The cost of the educational visits will be charged as an extra. Parents' prior consent will be sought for a visit. Educational visits abroad or those in the school's country involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Child/Student is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Child/Student's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

## **F Behaviour and Discipline**

44. **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Child/Student will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform.
45. **School Rules:** The School Rules and Regulations which apply are set out in the Calendar, the School Guide and other documents published from time to time. Parents are requested to read these documents carefully with the Child/Student before they accept the offer of a place.
46. **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each child/student and the School community as a whole. The School's disciplinary policy which is current at the time applies to all children/students when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
47. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The student may be questioned and/or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the student's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the student may face formal disciplinary action.
48. **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 children/students or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
49. **Drugs & Alcohol:** The student may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the student's permanent medical record.
50. **Expulsion:** The student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases.
51. **Fees after Expulsion:** If the student is expelled, there will be no refund of Contributions/Fees, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
52. **Removal in other Circumstances:** Parents may be required, to remove the student, temporarily or permanently from the School, if, after consultation with the child/student and/or Parent, the Head is of the opinion that by reason of the child/student's conduct or progress, the student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the child/student as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Child/Student and Parents as well as those of the School.
53. **Fees Following Removal:** If the Student is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion.
54. **Intentionally left blank.**
55. **Intentionally left blank.**

## **G Provisions About Notice**

56. "A 1 months's notice" to be given by Parents means notice given before the first day of a one month period and expiring at the end of the referred one month period. A 1 months' notice must be given in writing if the Parents wish to withdraw a Child/Student who has entered the School. The written notice shall be addressed to and received by the Head personally or signed for by the Head's secretary.

57. **Fees in lieu of notice** means Fees in full for the one months' notice at the rate that would have applied had the Child/Student attended.
58. **Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about Schooling for their children. Nonetheless, the School agrees to limit the Parent's liability to a one month term's contributions/fees payable as a debt if less than a one month's notice of cancellation has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.
59. **Withdrawal by Parents:** If the Child/Student is withdrawn on less than a 1 months' notice, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question.
60. **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
61. **Intentionally left blank.**
62. **Termination by the School:** The School may terminate this agreement on 1 month's written notice sent by ordinary post or email or on less than 1 month's notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding).

## **H Contributions and Fees**

63. **Meaning:** "Contribution", "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: *Admission Fee, Entrance Fee, Registration Fee; Tuition Contribution Fees; Fees for extra tuition; other extras* such as clothing, equipment, *charges arising in respect of educational visits*, meals and school transportation, photographs and other items and/or services ordered by the Parents or the Pupil and *damage* where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and *late payment charges* if incurred.
64. **Payment:** The Parents undertake to pay the Contributions and Fees applicable in each School year. Contributions and Fees are due and payable monthly/yearly. If one or more items on the bill are under query, the balance of the bill must be paid.
65. **Refund/Waiver:** Contributions and Fees will not be refunded or waived for absence through sickness; or if a semester is shortened or a vacation extended; or for any cause other than exceptionally and at the sole discretion of the Head 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. Separate rules (**set out in Section G above**) would apply if the Child/Student is expelled or removed, i.e. asked to leave.
66. **Expulsion for Non-Payment:** In the event that the payment of any Contribution or Fee is not made when due, the School has the right to terminate this agreement on a 15 days written notice, whereupon the Child/Student shall no longer be enrolled in School. Expulsion on these grounds is not a disciplinary matter. The School may also withhold any information, character references or property while Contributions and Fees are 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 Child/Student. The School must inform the Child/Student about which district school may continue their Studies.
67. **Late Payment:** Simple interest may be charged on a day-to-day basis on Contributions/Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the School of a default.
68. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Contributions/Fees.
69. **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
70. **Payment of Contributions and Fees by a Third Party:** An agreement with a Third Party (such as a grandparent or company) to pay the Contributions/Fees or any other sum due to the School does not release the Parents from liability if the Third Party defaults and does not affect the operation of any other of these Terms and Conditions. The School reserves the right to refuse a payment from a Third Party.
71. **Intentionally left blank.**
72. **Intentionally left blank.**
73. **Increase of Contributions and Fees:** Contributions and Fees are reviewed annually and are subject to increase from time to time. If less than a 2 months' notice is given of a Fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur in the referred term's Fees in lieu of notice.

74. **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

## **I Events beyond the control of the Parties**

75. **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

76. **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

77. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 76 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

## **J General Contractual Matters**

78. **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School terms. Contribution/Fee levels will be reviewed each year and there will be reasonable increases from time to time.

79. **Representations:** Our prospectus, website and video, dvd and cd-rom describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus, website and video, dvd and cd-rom are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website, video, dvd or cd-rom, or a statement made by a member of staff or a child/student during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.

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

81. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

82. **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of Hungary and the parties submit to the exclusive jurisdiction of the Budapest II-III District Court.