



## TERMS AND CONDITIONS GOVERNING ENROLMENT AND ADMISSIONS TO SHANGHAI DULWICH INTERNATIONAL SCHOOL PUDONG

All parents/guardians are requested to note that enrolment and admission to Shanghai Dulwich International School Pudong (the “College”) are subject to the terms and conditions set out below (“Terms and Conditions”).

### Admissions and College Policies

The enrolment of a prospective student at the College, including the placement of the prospective student into a particular year group, is subject to College admissions and entry policies and all other policies and procedures (including those relating to discipline and curriculum) as amended by the College from time to time.

### Admissions Disclosure and Residence

Prospective students and their parents are required to produce valid documents for admissions purposes as prescribed by the regulatory authorities from time to time. Specific documents required will be notified at the time of admissions and will likely include valid passport, resident visa, work visa, alien employment permit/foreign experts’ certificate, permanent identity card or mainland pass (as applicable). It is the duty of the parents and legal guardians to comply with the PRC laws, regulations as well as any directives of the relevant authorities in relation to visa and residency, and to fully disclose the nationality, citizenship and visa status of the prospective students and their parents in order for the College to determine the students’ eligibility or identify approval required to admit to the College.

### Change in Status

Admission and continued enrolment at the College is conditional upon the parents and students having valid documents to both reside in the permissible locality and attend an international school. It is the parent’s responsibility to maintain valid documents for students to remain eligible for continued enrolment at the College. Parents must notify the College immediately of any changes in the parent’s or student’s nationality, citizenship, or visa status. Students who lose eligibility to attend the College will be withdrawn, and fees (including Placement Deposit (if applicable), and Tuition Fees) may be forfeited in accordance with the Refunds policies if notification is not received by the withdrawal deadline.

### Withdrawal by the College of an Enrolment Offer

If any of the following occurs, the offer of enrolment or the enrolment itself can be withdrawn or suspended or made subject to new terms and conditions: (i) the College determines that there has been any breach of the College’s policies or procedures or these Terms and Conditions, or that circumstances as described in these Terms and Conditions arise that entitle the College to exclude or remove a student, or withdraw or suspend enrolment or make enrolment subject to new terms and conditions; (ii) there has been any misrepresentation or inadequate disclosure about the prospective student including disclosure of the student’s or parent’s nationality, citizenship and visa status and subsequent changes thereof; (iii) the College determines at any time that it cannot reasonably meet the child’s needs, this may include, without limitation, situations where the College was unable to interview the prospective student fully before offering a place to the prospective student (e.g., where the prospective student was overseas) and subsequently determines it cannot meet the child’s needs. If a student’s existing enrolment is withdrawn, suspended, or made subject to new Terms and Conditions for any of the aforesaid reasons, this will be done pursuant to College policy.



## Withdrawal by Parent/Guardian

If a parent/guardian desires to withdraw a child for any reason from the College, that parent/guardian shall deliver a written withdrawal notice to the College: (i) by 15th October for withdrawal from or at any time in Term 2 of the school year; (ii) by 31st January for withdrawal from or at any time in Term 3 of the school year; or (iii) by 1st April for withdrawal at the end of Term 3 of the school year or from or at any time in Term 1 of the following school year. If a written withdrawal notice is delivered to the College during a College holiday it will be deemed received by the College on the first day in session following the holiday.

## Tuition Fee Refund Policies

A full term's Tuition Fees are payable for any term during which the student is in attendance be it for part or all of that term, and for the term for which inadequate withdrawal notice is given. If adequate withdrawal notice is given, the balance amount of the Tuition Fees paid will be refunded after deducting a 5% surcharge per term attended by the student in the school year from which the student is withdrawn (5% surcharge only applicable to payment on annual basis). If late withdrawal notice is given, the balance amount of the Tuition Fees paid will be refunded after deducting (i) the Tuition Fees for the term withdrawn late and (ii) a 5% surcharge per term attended by the student in the school year from which the student is withdrawn and for the term withdrawn late (5% surcharge only applicable to payment on annual basis); if Tuition Fees have not been paid they shall remain due and payable. In respect of students enrolled prior to school year 2014/15 only, the Placement Deposit shall be used to offset the foregoing sums due arising from late withdrawal and the parents/guardians remain liable should there be any shortfall.

The College requires firm commitment for enrolment after the applicable withdrawal deadline, therefore once an enrolment place has been reserved, full Tuition Fees for the relevant first term will be due and any withdrawal from that term shall be treated as late withdrawal. All Tuition Fees and charges are subject to variation at any time and the rates shown to a parent/guardian may not be the rates applicable on the date when a place is offered or when withdrawal is made.

Refund Schedule of Tuition Fees Paid				
	Written Notice On or Before 1- Apr	Written Notice On or Before 15- Oct	Written Notice On or Before 31- Jan	Written Notice On or After 1 - Feb
Annual Fees	100%	58%	29%	0%
Term 1 Fees	100%	0%	N.A.	N.A.
Term 2 Fees	N.A.	100%	0%	N.A.
Term 3 Fees	N.A.	N.A.	100%	0%

\*For illustration purposes only, kindly refer to the policies set out above.

## Miscellaneous Charges

Parents/Guardians in addition agree to pay the Resource Fee, School Lunch charges, School Bus Service charges, School Trip fees and other miscellaneous charges required for school. The terms of payment and if applicable the terms of refund will be notified by the service providers or the College whether via



the Fee Schedule, invoice, or other methods.

### **Attendance Conditional Upon Full Payment**

The parent/guardian accepts that a student's entitlement to begin or continue classes at the College is conditional upon payment in full of each term's Tuition Fees and all other charges for which the parent/guardian is liable including all charges set out in the Fee schedule for the relevant school year and other charges notified to the parent/guardian from time to time via invoice or other methods. The parent/guardian shall take full responsibility to ensure that payment is made in full whether or not Tuition Fees and other charges are paid by the parent/guardian or the employer of one of the parents/guardians.

### **Administration Charge for Late Payment**

If the parent/guardian does not pay any type of fees or charges due to the College on time, a late payment administration charge of RMB 1,000 will be imposed for each late payment reminder issued by the College. That is, RMB 1,000 will be charged when the College issues the first reminder, and if fees or charges are still not paid after the first reminder, another RMB 1,000 will be charged if the College issues a second reminder. However, this administration charge will not apply to pre-approved payment plans agreed in writing by the College prior to the deadline for payment of the relevant fees or charges.

### **Payment in Foreign Currency**

Fees are denominated in RMB. If any payment of any sum due to the College is made in a currency other than RMB then the payment shall be deemed to have been converted to RMB at the prevailing exchange rate published by the People's Bank of China at the time of payment. If there is any shortfall in an amount received by the College (including without limitation as a result of bank fees or foreign exchange conversion), the parent/guardian shall be liable to pay such shortfall to the College upon demand. The College shall also have the right to carry forward and add such shortfall to the next term's fees.

### **Exclusion for Non-payment**

In addition to any charges that may be imposed, the College reserves the right to exclude a student where parents/guardians fail to pay in full the Tuition Fees or any other sum for which a parent/guardian is liable by the payment deadline. The College may also withhold any information, character references or property in the aforesaid circumstances. If the aforesaid circumstances persist or there are no reasonable prospects of payment by a parent/guardian, the College reserves the right to withdraw the student. Without prejudice to the College's rights, the College shall endeavour to take reasonable steps to ensure that any such act does not cause direct, identifiable, and unfair prejudice to the legitimate rights and interests of the student.

### **Personal Data**

Parents/guardians hereby consent for themselves and on behalf of the student or prospective student with respect to the College's collection, disclosure, retention, use and sharing of personal data, in accordance with the applicable laws, policies, and agreements(if any), including photographs and videos, relating to the students and their parents and prospective students and their parents for the purposes of College's operations and activities consistent with the ethos and philosophy of the College, which form part of the learning and teaching and pastoral care, or which directly or indirectly advance the educational and development potential of the students, including without limitation public communication through the College's communication channels including the College's materials, brochures, websites, advertisements or press releases to provide information on the intended



curriculum, academic testing results, or the College's academic, co-curricular, cultural and sporting activities and events, whether held by the College or in conjunction with or organised by other Dulwich Colleges, sister schools, or other schools located in or outside of the country in which the College is situated, unless such consent has been explicitly withheld by parents/guardians in writing. The College shall not be held accountable for any photos or videos of students participating in public events (e.g., sporting events, concerts, theater performances, etc.) taken by parents or members of the public and shared thereafter via social media or other means.

Parents/guardians further agree to the College sharing personal data for the purposes stated above, with members of the EiM Group, their professional partners and institutions, and any third-party service providers, such as cloud services and insurance providers ("Third Party Service Providers") listed in the Data Asset Register via parent portal, as updated by the College from time to time. It is the parent's responsibility for any course of action in connection with personal data of themselves or students directly to any third-party service providers. Please contact the College if parents/guardians have any questions with respect to data privacy issue or wish to access, update any personal data.

### **Termination by the College**

The College may at any time terminate this agreement and the prospective student's enrolment may be withdrawn or suspended or made subject to new terms and conditions on one term's written notice, or on less than one term's notice where the College has reason, in its opinion, to determine that permanent exclusion or removal is required. The College shall not take such action without good cause and, where possible, full consultation with a parent/guardian and the student (if in the College's opinion the student is of sufficient maturity and understanding). Exclusions shall be carried out according to College policy, which is available to parents/guardians. Parents/guardians have the right to appeal to the Board of Trustees on a decision to permanently exclude a student.

### **Parental Consent**

If one parent/guardian of a child consents to or approves a course of action, both parents/guardians will be deemed to have given such consent or approval, and the College shall not be obliged to obtain the consent of both parents/guardians. Where the need arises, the College may authorise the taking of such action as the College deems necessary or desirable in the circumstances, including obtaining medical examination or treatment of a child, calling for further medical or specialist advice or treatment or the removal of the child to a hospital or other location, all expenses thereby incurred being for the parent's/guardian's account. The College will endeavour to contact one or both parents/guardians in the above circumstances and endeavour to obtain their consent but where neither parent/guardian can be reasonably contacted or if the College deems that the circumstances do not reasonably allow for such contact to be made, the College is hereby authorised to take such action as it deems necessary or desirable in the interest of the child and the College.

### **College Liability**

The College shall not be held liable or responsible for any personal or other injury or loss that a child, parent/guardian or any other person may sustain at any time:

- ✓ outside the College gates or premises including without limitation on the road, pavement, or car parks outside the College, notwithstanding that College staff may be present or providing traffic control guidance at such location.
- ✓ within the College gates or premises unless such injury or loss is sustained during a College supervised activity and is directly and fully attributable to the fault or negligence of the College, the College officers or the College employees.

In particular, the parent/guardian acknowledges that some College activities including without limitation sporting and play time activities are important to the students' educational and developmental needs, but by their nature such activities may involve the risk of physical injury even



though the College has taken reasonable steps to minimise the risk of injury anywhere, whether within or outside the College gates or premises, in connection with any unsupervised activity or any activity partly or wholly supervised or provided by any third party other than the College.

## **Force Majeure**

Force majeure means any event or occurrence which prevents or delays a party from performing any or all of its obligations under this Terms and Conditions, and which arises directly from, or is directly attributable to acts, events, omissions or accidents which are unforeseeable and beyond the reasonable control of the party so prevented or affected, and may include acts of god, pandemic, earthquake, governmental act, war, fire, flood, explosion or civil commotion. The College shall not be liable to the parents for any delay or non-performance of its obligations under this Terms and Conditions arising as a direct result of an established force majeure event. The College will use reasonable efforts to mitigate the impact of the force majeure event and promptly resume the performance of those obligations impacted as soon as reasonably practicable. In the event of a force majeure event which prevents the College from delivering on campus learning, parents hereby consent to the College may make alternative arrangements without refund to parents, where practicable, to minimise disruption to students' education while complying with the requirements of relevant government authorities. The alternative arrangements may include change of the way that the curriculums are delivered, including adoption of e-learning. Such arrangement shall reflect the common practice then available, with an aim to ensure continuity of student's education and students' overall interests.

## **Internet Usage**

Parents acknowledge that the College incorporates e-learning as part of its curriculum, either to supplement on campus learning or as a substitute when access to campus facilities becomes unfeasible for reasons outside the reasonable control of the College.

The parent agrees that they are aware of the relevant College Policies and they will take responsibility in monitoring the student's Internet usage. Parents agree that they will cause the student, in the e-learning organized by the College, to comply with the Constitution and laws of China, to show respect for social moralities, and not to engage in activities that may impair cybersecurity, endanger national security and interests, incite subversion of the state power or overthrow of the socialist system, incite splitting of the country, undermine national unity, advocate terrorism and extremism, ethnic hatred and discrimination, spread violent and pornographic information, fabricate and disseminate false information to disrupt economic and social orders, or infringe upon the reputation, privacy, intellectual property and other legitimate rights and interests of others.

Student shall not sub-license or permit use by any third party the e-learning accounts without the consent from the College.

Parents understand that granting permission the access of the communication equipment (including without limitation, microphone/speaker/camera) by the e-learning platform designated by the College may be desired under the e-learning environment, and further give consent that the students may be recorded in the synchronous sessions of e-learning. Parents should discuss with the College if they have any concerns about the student being recorded, or request participation in e-learning via audio-only.

## **Disclosure**

Please note that it is important to declare in writing all medical, behavioral, emotional, and other issues, including, but not limited to, the appointment of a local guardianship to act in loco parentis on behalf of the student's parent/s, that might affect your child's life at the College. In the case of a child with special educational needs, the College shall have the right to assess at any time whether it can provide or continue to provide adequate educational care and provision. If your child has previously been asked to leave another school, this information must be provided. Failure to give full and frank disclosure in writing at any time during the application process shall entitle the College to withdraw or suspend the offer of enrolment or the



enrolment itself or to make the offer or enrolment itself subject to new terms and conditions with immediate effect.



These Terms and Conditions are subject to amendment by the College and shall take effect within 30 days for the date written notice is given to a parent/guardian, whether by printed copy, email notification, website notification or otherwise. These Terms and Conditions and amendments thereto, shall continue to apply be in effect for the student's subsequent academic years of enrolment.

For new students, these Terms and Conditions shall come into effect upon parents'/guardians' acceptance of the offer of enrolment and payment of the first invoice in full.

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**I confirm that I have read, understood, and agree to the above Terms and Conditions.**

Child's Name (printed): Year Level

Child's Signature (if 18 years old):

Child's Name (printed): Year Level

Child's Signature (if 18 years old):

Child's Name (printed): Year Level

Child's Signature (if 18 years old):

Child's Name (printed): Year Level

Father's Name (printed):

Father's Signature:

Mother's Name (printed):

Mother's Signature:

Date: