



1. Introduction

- 1.1 These are the general terms and conditions on which we provide educational services. These terms should be read together with:
- 1.1.1 the letter of offer;
 - 1.1.2 the Acceptance Form;
 - 1.1.3 the School fees List as published by Winford Bilingual School; and
 - 1.1.4 any other document, policy or agreement referred to in these terms and conditions (except where it is stated that such document does not form part of the contract) form the basis of the Contract.

2. Definitions

- 2.1 **Contract:** means the legally binding contract between the Parents and the School, as set out in clause 1.1.
- 2.2 **Director:** means the Director of the School. The Director is responsible for the day-to-day running of the School.
- 2.3 **Fees:** means any sums due from time to time from the Parents to the School and shall include alone or in combination any of the following: Registration Fee, the Acceptance Deposit, Tuition Fees, fees for extra tuition or additional courses, fees for extras such as clothing and equipment, photographs, or other items ordered by the Parents or the Pupil, charges arising in respect of educational visits and School trips, charges arising from damage where the Pupil alone or with others has caused loss or damage to School property or the property of a third party for which the School is responsible, and late payment charges and interest where incurred.
- 2.4 **Fees List:** means the schedule containing the applicable Fees as amended from time to time in accordance with these terms and conditions, including Tuition Fees on the School's website or otherwise notified to Parents.
- 2.5 **Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 2.6 **Pupil:** means the child named on the Acceptance Form.
- 2.7 **Winford, School, We or Us:** means Winford bilingual School B.V. as now or in the future constituted (and any successor).
- 2.8 **School Year:** means the period between 1 August up to and including 31 July.
- 2.9 **Term:** means the period between and including the first and last days of the relevant school term.
- 2.10 **Tuition Fees:** means all of the charges for the ordinary day-to-day education by the School of the Pupil, including the provision of any necessary educational materials, unless otherwise notified to the Parents by the School at any time (either in the Fees List or otherwise).
- 2.11 **Withdrawal, Withdraw and Withdrawn:** means the removal of a Pupil from the School at any time after the Parents have accepted a place for the Pupil at the School.

3. Admission and entry to the school

- 3.1 Applicants are only considered for admission to the School (that is, possible allocation of a place at the School) when a Registration Form has been duly and fully completed and the non-refundable Registration Fee paid.
- 3.2 Provisional Offer, Acceptance, and Enrolment Fee: A Provisional Offer of a place at the School is made when the School sends to the Parents, by email, a Provisional Offer confirming that the School has a place for the Pupil. Admission is subject to the availability of a place and the Pupil satisfying the admission criteria at the relevant time.

Parents accept the Provisional Offer in writing, by email, within 10 business days. If a response is not received, in writing, by the school, after 10 business days the Provisional Offer is automatically withdrawn. Parents must contact the school to restart the admissions process.

Once the Provisional offer has been accepted an Enrolment Fee will be issued. This fee must be received by the school by the date specified on the Enrolment Fee invoice. In the event that the Enrolment Fee is not received by the specified date, the offer will expire.

The Enrolment Fee is non-refundable, including in the event of withdrawal before agreed entry date, deferment of enrolment, or upon leaving the school. The Enrolment Fee is not deducted from the Tuition Fees.

4. Fees

- 4.1 The Parents undertake to pay the Fees applicable to each Term for which the Pupil is registered at the School (including any Term which represents a Term's Notice that has been given by the Parents) and any other Fees which the Parents have incurred a liability to pay directly to the School by direct debit or termly payment or via such other method as the School may provide from time to time in advance of the relevant Term. Except where special agreement has been made in writing between the Parents and the School for the deferment of Fees, the Fees and all other Fees for each Term are due and payable as cleared funds before the commencement of the Term to which they relate. If an item on the Fees invoice is under query the remainder of the invoiced items including the Tuition Fees must be paid.
- 4.2 An agreement between the Parents and a third party (for example, a grandparent or trust) to pay Fees payable to the School will not release the Parents from responsibility and liability for the relevant Fees if the third party fails to make the relevant payment. The School is entitled to refuse or return a payment from a third party at its sole discretion.
- 4.3 Late payment: where alternative provisions for the payment of interest are contained in a separate written agreement made between the Parents and the School, simple interest may be charged by the School on overdue Fees at the statutory rate (wettelijke rente). The Parents are also obligated to pay all costs, fees, legal costs and other charges reasonably incurred by the School in seeking the recovery of any unpaid Fees.
- 4.5 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 may be applied to any unpaid balance of Fees, as set out in clause 4.4.
- 4.6 Instalments: An agreement by the School to accept payment of any Fees, whether present, future or past, by instalments is concessionary and entered into entirely at the discretion of the School and (subject to applicable laws) on terms at the School's sole discretion which will be set out in a separate agreement governing the instalment arrangement. The terms of the instalment arrangement shall prevail over the terms of these terms and conditions where there is an inconsistency between the two (only for the duration of the instalment).



agreement as specified in the agreement). Payment in instalments is only possible by direct debit.

- 4.6 Non payment: Fees that remain unpaid when due, and the Fees (or any part of them) remain unpaid fourteen days after the School has contacted at least one of the Parents to remind them payment is due, unless Late Payment or other Instalment agreement has been agreed to in writing by the Director, will result in the immediate termination of the Contract by the School. The Pupil shall be deemed Withdrawn immediately on notice to the Parents. Any outstanding Fees will remain due.
- 4.7 Increase of Fees: The School will review Fees annually and may increase them. The School will use reasonable endeavours to notify Parents in May of the current school year as to the Fees which will apply for the next School year. If the Parents do not wish to pay any increased Fees, the Parents may Withdraw the Pupil with effect from the end of the Term prior to the Term in which the Fees are set to increase on giving written notice of their intention to do so not more than 21 days after notice of the increase has been given by the School.

5. Withdrawal after entry

- 5.1 The Parents may Withdraw a Pupil from the School on giving a two months' Notice or paying to the School a two months' Tuition Fees in lieu of notice, at such rate as would have been charged for the final Term if provision of a two months' Notice had been given, together with any overdue Fees and any Fees which the Parents have incurred a liability to pay as at the date of Withdrawal.
- 5.2 The two months' Notice is also required in order to discontinue any extra tuition or co-curricular activities for which specific Fees are due and such Fees shall be treated as Fees for which the Parents have incurred a liability when calculating the Fees due upon withdrawal.
- 5.3 If a Pupil discontinues any extra tuition or co-curricular activities for which specific Fees are due without giving a two months' Notice of discontinuing, the Parents shall pay to the School as a debt a two months' Fees for the tuition or activity in which the Pupil has ceased to participate.
- 5.4 Sums due in lieu of a two months' Notice will become payable by the Parents to the School as a debt due on the first day of the Term which would have been the final Term if provision of a two months' Notice had been given.

6. Withdrawal before entry

- 6.1 If the Parents wish to Withdraw after submitting the Acceptance Form and paying the Acceptance Deposit but before the Pupil enters the School, Parents may cancel their acceptance in writing at any time up to four weeks from the date of the submission of the completed acceptance form. The Acceptance Deposit will be retained by the School.
- 6.2 If the Parents do not provide the School within 4 weeks of the date of the acceptance form, a Term's Tuition Fees and any other Fees for which the Parents have incurred liability (for example, Fees for cocurricular activities) shall be payable by the Parents and shall become due and owing to the School as a debt. The School shall credit the Acceptance Deposit paid (without interest) to the payment of the Term's Tuition Fees that the Parents will owe to the School (and the Parents hereby acknowledge and agree that the School shall be entitled to retain the Acceptance Deposit on account of payment of the Term's Tuition Fees).

7. Data protection

- 7.1 By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Pupil consent to the processing by the School of personal information including:



7.1.1 financial information relating to the Parents;

7.1.2 sensitive personal information relating to the Parents and/or the Pupil;

as is deemed necessary for the legitimate purposes of the School. Full details are set out in the School's Data Protection Policy.

8. Photographs or images

8.1 By signing the Acceptance Form or agreeing to these terms and conditions the Parents each consent to the taking of photographs, images and film or video recordings of the Pupil for use in the promotional literature of the School or on its website or in social media, to publicise the School's activities by the School in the media, for educational purposes as part of the curriculum or extra-curricular activities, or as a memento or record of pupils at the School

If the Parents do not want the Pupil's photograph or image to appear in any of the School's promotional material they must notify the Director in writing immediately, requesting an acknowledgement of their letter.

9. Representations

9.1 The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Any statements made at School open days and/or in discussions with staff and Pupils do not form part of any contract between the Parents and the School unless otherwise agreed in writing. Whilst all such information is believed to be correct and is intended to give an indication of the history, ethos and operation of the School, it does not amount to a representation on which any Parent may rely. If any Parent wishes to place reliance on such statements or discussions, they should seek a written confirmation of that matter from the Director, stating clearly the purpose of the enquiry

10. Education and emotional welfare

10.1 While the Pupil remains a pupil of the School, the School will exercise reasonable skill and care in respect of the Pupil's education and welfare. This obligation will apply during School Hours and at all other times when the Pupil is participating in activities organised by the School. The provision of activities by the School outside of School Hours does not constitute a change to the School Hours.

10.2 The School does not accept any responsibility for the welfare of a Pupil while off the School premises (unless the Pupil is taking part in a School activity, trip, or is otherwise under the supervision of a member of School staff), or whilst on School premises without authority or in or on a part of the School premises where the Pupil's unsupervised presence is not permitted.

10.3 The School does not and cannot warrant that the Pupil will achieve any particular level of academic achievement, gain entry to other educational establishments or achieve particular results in public examinations.

10.4 The School may organise the curriculum (including the range of subjects) and manner of delivery of education in any way that it considers appropriate in the professional judgment of the School and in so deciding will consider the interests of the whole School community. The School's policy on class sizes may change from time to time and will depend on a number of factors affecting the School community as a whole as well as the particular characteristics of the class, year group or other group of pupils concerned.

- 10.5 The School will monitor the Pupil's progress and issue updates to the Parents by means of grades and/or written reports and/or meetings with Parents. If the Parents have a specific requirement or concern about an aspect of the Pupil's education or progress, they should contact the Pupil's classroom teacher/s or, in respect of serious matters, the Director.
- 10.6 The Parents shall notify the Director when completing the School's confidential information form and subsequently in writing if they are aware or suspect that the Pupil has a learning or behavioural difficulty and the Parents must provide the School with copies of all written reports and any other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Director and after consultation with the Parents, the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching.
- Whilst screening tests made available through the School to identify potential learning difficulties are not infallible, Parents will be informed if a test undertaken by a Pupil indicates that the Pupil has or may have a learning difficulty. The School may also arrange external testing at the expense of the Parents if the Parents request it and the School agrees. Subject to the agreement of the Parents, the School may charge additional Fees if the School provides special or additional tuition to a Pupil with learning difficulties.
- 10.7 The Parents will, as soon as it is known, disclose to the School in confidence any medical condition, injury, health problem or allergy affecting the Pupil.
- 10.8 The Parents agree that the School does not and cannot accept responsibility for the Pupil if the Pupil:
- 10.8.1 leaves the School premises or any other place where the Pupil is under the responsibility of the School in breach of the School Rules or any instructions not to do so (provided that the School has taken reasonable steps to prevent this from happening);
 - 10.8.2 is off the School premises unless the Pupil is taking part in a School activity, School trip or otherwise under the supervision of a member of School staff;
 - 10.8.3 is on School premises without authority which shall include outside of School hours, unless with the express permission of the School, or in or on a part of the School premises where the Pupil's unsupervised presence is not permitted.

11. Change

- 11.1 The School, like any other, is likely to undergo change during the time that a Pupil is with the School. The Parents agree that the School may from time to time make changes to these terms and conditions and such of the other provisions that constitute the Contract between the Parents and the School for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School.
- 11.2 For the avoidance of doubt, the Parents also agree that the School may make changes to the way it operates, its facilities and organisation, staff, premises, curriculum, composition, size and number of classes, School Rules, procedures, disciplinary framework, and Complaints Procedure from time to time.
- 11.3 It is not practical and the School is not required to consult with the Parents and the Pupil over every such change. Whenever practical the School will use reasonable endeavours to consult with Parents and give at least a Term's Notice in writing of substantive changes to:
- 11.3.1 these terms and conditions;

11.3.2 the physical aspect of the School that may have a significant effect on the Pupil's education or pastoral care; and

11.3.3 the ownership of the School.

11.4 The then current version of the Parent Contract will be available on the School website.

12. Terminating this contract

12.1 Without affecting the provisions above concerning payment of Fees and Withdrawal, the School may end this Contract at any time by notice in writing to the Parents, without any obligation to return the Acceptance Deposit or Fees paid and without limiting the obligation of the Parents to pay outstanding Fees and any other Fees for which the Parents have incurred liability, if:

12.1.1 the Parents do not pay the Fees (or any part of them) when due, and the Fees (or any part of them) remain unpaid fourteen days after the School has contacted at least one of the Parents to remind them payment is due;

12.1.2 the Parents (or either of You) makes a serious misrepresentation of facts or circumstances to or about the School, the Pupil or the Parents or either of you withhold important information from the School, about the Parents and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that the Parents and/or the Pupil is legally entitled to enter, reside and/or study in the Netherlands when in fact the Parents and/or the Pupil is not);

12.1.3 the Parents fail or refuse to provide any information in accordance with this Contract or reasonably required by the School;

12.1.4 the Parents (or either of you):

12.1.4.1. are unable, following the School's request, to demonstrate that the Parents will be able to pay the Fees due under this contract;

12.1.4.2. are otherwise unable to pay your debts as they fall due;

12.1.4.3. are the subject of a bankruptcy petition or order; or

12.1.4.4. enter into an individual voluntary arrangement in respect of debts owed;

12.1.5 you otherwise do not comply with (i.e. breach) your obligations under this Contract such that the School has a legal right to end the Contract or, in the Director's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this Contract and/or to safeguard and promote the welfare of the Pupil.

12.2 The Parents may end this Contract at any time by notice in writing to the School if:

12.2.1 the Parents Withdraw the Pupil in accordance with article 6 (if Withdrawing prior to entry) or article 5 (if Withdrawing after entry);

12.2.2 the Parents have a legal right to end this Contract because of something the School has done or failed to do in accordance with the terms of this Contract;

12.2.3 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason; or

- 12.2.4 if the Pupil is physically unable to attend (or is likely to be physically unable to attend) the School for a prolonged and/or indeterminate period due to matters beyond the control of the Parents, the Parents may Withdraw the Pupil with effect from the end of the then current Term. The Parents should contact the Director as soon as possible to discuss arrangements for payment of any then-outstanding Fees and any Fees which may still be payable following the Withdrawal in such circumstances.

13. Intellectual Property & Copyrights

- 13.1 Without prejudice to the other provisions of these general terms and conditions, Winford Bilingual School retains the rights and powers vested in the School under the Copyright Act.
- 13.2 Any designs, syllabuses, sketches, drawings, films, software and other materials or (electronic) files created by the School within the framework of the agreement remain the School's property, regardless of whether these have been handed to the Pupil, Parents, or to third parties. unless otherwise agreed.
- 13.3 All documents provided by the School , such as designs, syllabuses, sketches, drawings, films, software, (electronic) files, etc., are exclusively intended for use by the Pupil and may not be reproduced without prior permission from Winford Bilingual School , made public or brought to the knowledge of third parties, unless the nature of the documents provided dictates otherwise.
- 13.4 The School reserves the right to use any knowledge gained through the execution of the education for other purposes, insofar as no confidential information is brought to the knowledge of third parties.

14. Liability

- 14.1 School's 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 Pupil or the Parents or for loss or damage to property.
- 14.2 If the School is liable, then this liability is limited to what is stipulated in this provision.
- 14.2 If the School is liable for direct damage, then this liability is limited to a maximum of the invoice amount, at least that part of the assignment to which the liability relates, albeit to the school fees owed over the last school year. The liability is at all times limited to a maximum of the amount of the benefit to be paid by the School insurer in the coming case.
- 14.3 Direct damage is exclusively understood to mean:
- 14.3.1 the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions.
- 14.3.2 the reasonable costs incurred to have the defective performance of the School conform to the agreement, unless they cannot be attributed to the School.
- 14.3.3 reasonable costs incurred to prevent or limit damage, insofar as the Parents demonstrate that these costs have led to the limitation of direct damage as referred to in these general terms and conditions of delivery.
- 14.4 The School is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
- 14.5 The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence of the School.



- 14.6 Notwithstanding the above, the School is not liable if the damage is due to intent and/or gross negligence and/or culpable actions, and/or injudicious or improper use by the Pupil.

15. Force Majeure Events

- 15.1 If the School is prevented from or delayed in carrying out its contractual obligations under the Contract by a Force Majeure Event, it shall immediately notify the Parents in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 15.2 If a Force Majeure Event continues for a period greater than 90 days, the School shall notify the Parents of the steps to be taken to ensure performance of its contractual obligations.
- 15.3 If the Force Majeure Event continues for a total period greater than 120 days, the School or the Parents may terminate this contract by providing at least three working days' notice in writing to the other party.
- 15.4 If the Pupil is physically unable to attend (or is likely to be physically unable to attend) the School for a prolonged and/or indeterminate period due to matters beyond the control of the Parents, the Parents may Withdraw the Pupil with effect from the end of the then current Term. The Parents should contact the Director as soon as possible to discuss arrangements for payment of any then-outstanding Fees and any Fees which may still be payable following the Withdrawal in such circumstances.

16. Complaints and Dispute Resolution

- 16.1 A complaint about any matter of School policy or administration (save those concerning a legal claim for compensation or other relief has been made) must be made in writing to the Director.
- 16.2 If the complaint cannot be resolved by mutual agreement, the Parents may submit the complaint to the geschillencommissie (www.degeschillencommissie.nl).

17. Applicable law

- 17.1 The Contract is subject to Dutch law.
- 17.2 In the event of explaining the content and scope of these general terms and conditions of delivery, the Dutch text of the Winford College B.V. algemene voorwaarden (www.winford.nl) shall always be decisive.