



Harrow International School Appi Japan

Terms and Conditions

The Terms and Conditions are based on the standard for all Harrow International Schools.

A Introduction

1. **These Terms and Conditions** form the contract among the parties. The School and the Parents are the parties to these Terms and Conditions. All rights and obligations under these Terms and Conditions shall belong to Gakko Hojin H.A. International School, established under the Private School Act of Japan, which established and operates the School.
2. **Variations:** The school reserves the right to change or add to these Terms and Conditions from time to time and will provide at least one full School term's notice of substantial changes to the Parents before the changes take effect. Please see **Section K** for further information.
3. **The School's Prospectus and website** are not contractual documents. Please see Clause 95 of this document for further information.
4. **Fees and Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I**.
5. **Documents referred to:** On accepting the offer of a place, parents and pupils receive a copy of the School Rules (as contained in the Parents' Handbooks) and the Fees List. Parents also have an opportunity, on

request, to see any of the other documents referred to in these Terms and Conditions. Please refer to **Section K**.

B Terminology

6. “**The School**” means *Harrow International School Appi, Japan*.
7. “**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 the governance of the School.
8. “**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.
9. “**The Parents**”/“**You**” means any person who has signed the Admission to the School Application Form (“the Application Form”) and/or who has accepted responsibility for a Pupil’s attendance at the School.
10. “**The Pupil**” is person who will be or is studying at the School and named as the pupil on the Application Form.

C Admission and Entry to the School

11. **Registration and Admission:** Registration for possible entry to the School is managed through the Admissions Office. Registration is not completed until the Parents have received an acknowledgement of registration and the Registration Fee has been paid. This **does not** constitute an offer of a place at the School.
12. **Equal Treatment:** The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. Although the School retains the right to decide the

extent to which expressions of religious and cultural identity can be accommodated within the life of the School.

13. **Offer of a Place and Deposit:** On completion of Registration, the School assesses applicants and makes a decision as to whether or not to offer a place. For those offered a place, Parents confirm that the Pupil is definitely coming to the School in that term by completing the Application Form and paying the *Enrolment Fee and School Deposit*.
14. **Admission Requirements:** Before entering the School, the Pupil must satisfy the School's entry requirements which may include an interview, school reports, a medical test, references and any other test or assessment as the Head shall from time to time decide. In the case of Sixth Form entrants, iGCSE, or equivalent qualifications should be met. Entry to the School is at the discretion of the Head and might be refused if, for example, the Pupil's previous school confirms that school fees remain unpaid or in the event of an unsatisfactory report. It should be the Parent's responsibility at all times to ensure that the Pupil has the appropriate immigration permission to reside in the country and to study at the School.
15. **The Enrolment Fee and School Deposit:** The non-refundable, non-transferable Enrolment Fee and the refundable School Deposit are payable upon a Parent's receipt of an offer letter and invoice from the School. The School Deposit will be repaid to Parents in accordance with this Terms and Conditions. Unless otherwise agreed with the Head, the School Deposit will only be refunded before entry where the Pupil has failed to meet the Admission Requirements. However, the School reserves the right to offset this deposit against part or all of any amount that parents may owe at any time to the School, including but not limited to outstanding tuition fees, exchange loss from foreign currency transfers into a JPY account, charges for academic materials, lunch, transportation and to cover the loss or non-return of school books and equipment, or courier fees. Should the outstanding amount be worth more than JPY 440,000 (for Japanese students and residents of Japan:)/JPY

880,000 (for Overseas students), payment for the difference is required.

D Pastoral Care

16. **Meaning:** Pastoral care is the thread that runs throughout all aspects of life at the School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the House and School community.
17. **The School's Commitment:** The School will do all that is reasonable to safeguard and promote the Pupil'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. The School will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
18. **Complaints/Concerns:** Any serious questions, concerns or complaints about a Pupil's pastoral care, safety or quality of education must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. **See also Clause 68 below.**
19. **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 Pupil's welfare.
20. **Ethos:** The ethos of the School must be such as to foster good relationships between members of the staff, among the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated.
21. **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 pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Notwithstanding the foregoing, physical contact shall not include any physical punishment. Physical punishment is never tolerated in the School.

22. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness.
23. **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Pupil's welfare.
24. **Use of E-mail and Internet:** The School's Policy on the use of e-mail and the internet is applicable to parents and pupils and is available to parents and pupils on request. To the extent permitted under the applicable law, the School reserves the right to monitor the Pupil's e-mail communications and internet use via the School's platform or system for the purpose of Safeguarding and enforcement of the Code of the School or its policies in force from time to time.
25. **Safeguarding:** The School's Policy on Child Protection and Safeguarding is published on the School Website. Parents are encouraged to make themselves familiar with this Policy, and to pay particular attention to clauses which refer to the conduct expected of parents.
26. **Leaving School Premises:** The School will do all that is reasonable to ensure that each Pupil remains in the care of the School during School hours but cannot accept responsibility for the Pupil if she/he leaves the School premises in breach of School Rules.

27. **Residence During Term Time:** Pupils are required during term time and at weekends (permitted periods of time away from School) and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School.
28. **Absence of Parents and Guardianship Arrangements:** All Parents must inform their child's Form Tutor or Head of House in writing of the name, address and telephone number(s) of an education guardian or other suitable adult(s) willing and authorised by the Parents to accept full responsibility for the Pupil in the event of the School being unable to contact the parents in an emergency or when the parents are either permanently or temporarily out of the country.
29. **Photographs:** The School, other schools in the AISL Harrow International group and/or its management companies ("School Group") may from time to time include some photographs or images of Pupils in the School Group's promotional material such as the prospectuses, website and videos. The School Group would not disclose the name or home address of a child without the Parents' consent. See Schedule 1 for the School's Personal Data Protection Policy.
30. **Transport:** The Parents' consent to the Pupil 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 and approved by the School.
31. **Pupil's Personal Property:** Pupils 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.
32. **Insurance:** Parents are responsible for the insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

33. **Liability - Reasonable Endeavours:** While the School will use its reasonable endeavours to educate the pupil, the School will not be liable for any failure of a pupil to attain any academic or other standard. Parents' consent to the Pupil participating in all or any of the normal activities of the School during term time for which the School is insured and will not hold the Governors or the School's employees responsible for any injury or loss suffered by the Pupil provided that the Governors and the School's employees exercise due care and attention. The School will not seek further consent for these activities in term time but undertakes to inform the Parents of any activity which requires an overnight stay away from the School or travel outside Japan, although separate consent will be sought for any activity or expedition taking place outside Japan.
34. **Liability - Limitation:** Any liability of the School to the Pupil or Parents shall be limited to the aggregate amount of Fees paid in respect of the Pupil. The exclusions or limitations of liability shall not apply so as to limit or exclude any liability of the School for death or personal injury resulting from the negligence on the part of the School.
35. **Third Party Service Providers:** The School will introduce Pupils to third party service providers, for example, for catering services, school bus services and activities such as sport, music and art, but will not be held responsible for the conduct and/or actions of such service providers.

E Health and Medical Matters

36. **Medical Declaration:** Parents will be asked to complete forms of medical declaration concerning the Pupil's health and must inform the Head, Head of House or healthcare officer in writing if the Pupil 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 or has medical treatment in the holidays. The School shall not be held liable for any harm or injury caused by any known medical condition, health problem or allergy intentionally withheld.

Parents will be expected to keep their child's medical details up to date at regular intervals on the School's Management Information System (MIS).

37. **Medical Care:** Every Pupil must be registered on the register of the School's Health Centre while a Pupil at the School. Parents' consent to the Pupil being treated and prescribed for by the qualified nursing staff or healthcare officer and also to the administering of non-prescription remedies for minor complaints where appropriate and necessary by the Pupil's Head of House.
38. **Pupil's Health:** The Head at any time may require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgment in the interests of the Pupil and/or the School.
39. **Medical Information:** throughout the Pupil's time as a member of the School, the School's Healthcare Officer (Nurse), or the School's Counselor (if any), shall have the right to disclose confidential information to the Head or Head of House about the Pupil if considered to be in the Pupil'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.
40. **Emergency Medical Treatment:** The Parents authorise the senior member of staff present to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions, general anaesthetic and operations where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time. Appropriate arrangements for emergency medical treatment for trips outside the country in which the School is located will be made by the master- in-charge of the trip.

41. **The School's Commitment:** Within the published range of the School's provision from time to time, the School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil.
42. **Organisation:** The School reserves the right to organize the curriculum and its delivery in a way which, in the professional judgment of the Head, is most appropriate to the School community as a whole.
43. **Progress Reports:** The School monitors the progress of each pupil and reports regularly to Parents by means of grades and full written reports.
44. **Sex Education:** All Pupils 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.
45. **Public Examinations:** The Head may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgment, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired.
46. **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, 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.
47. **Learning Difficulties:** The School will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". The School's staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties and the School will not accept liability for the absence of such diagnosis.

48. **Screening for Special Educational Needs (SEN):** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil has a SEN. A formal assessment can be arranged by the School at the Parent's expense or by the Parents themselves.
49. **Information about SEN:** Parents must notify the Head in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a SEN and the Parents must provide the School with copies of all written reports and other relevant information. Parents may be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgment of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's SEN. Remedial teaching provided by the School will usually be charged as an extra.
50. **A-Level Courses:** Following admission to the School it is assumed that, subject to conduct and academic ability, a Pupil will continue into the Sixth Form (and Parents must in every case give a term's notice if that is not the Pupil's and their intention) unless the Pupil has been unable to satisfy the Sixth Form entry requirements. Entry to the Upper Sixth Form is conditional on achieving satisfactory results as defined periodically by the Head.
51. **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 Pupil in conjunction with any member of staff and/or other pupils 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.

52. **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examinations scripts, paintings, other artworks and computer-generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display.
53. **Educational Visits:** A variety of educational visits will be provided for pupils while at the School. The cost of some educational visits will be charged as an extra and added to the bill. Educational visits overseas or those involving an overnight stay will be the subject of a separate agreement with the Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical cost, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill payable by the Parents.

G Behaviour and Discipline

54. **Parents' Authority:** The Parents authorise either the Head or the Pupil's Head of House, while the Pupil is in the care of the School, to take and/or authorise in good faith all decisions that safeguard and promote the Pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for providing comfort to a Pupil in distress or to maintain safety and good order in connection with the Pupil's health or well-being. Notwithstanding the foregoing, physical contact shall not include any physical punishment. Physical punishment is never tolerated in the School.
55. **Conduct and Attendance:** The School attaches importance to courtesy, integrity, manners and good discipline. The Pupil is expected to take a full part in the activities of the School including fieldtrips, sports trips, expeditions and exchanges with other schools in the Harrow

International group, and, to be punctual, to work hard, to be well behaved and to comply with the *School Rules* (as contained in the relevant Parents' Handbook).

56. **Participation in Special events:** Pupils will attend special ceremonies or religious observances such as the Christmas Carol Service unless parents request otherwise.
57. **The School Rules:** Parents are supplied with a copy of the relevant Parents' Handbook. Within this are the *School Rules* giving information about the ethos and rules of that particular phase of the School, for example, the uniform rules for each phase of the school. The purpose of the *School Rules* is to help every Student and their Parents know what is expected and to encourage courtesy and consideration for others.

It is a condition of remaining at the School that your child complies with the School Rules. In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of dress, appearance and behaviour as may be issued by the School from time to time (if not already included within the Parents' Handbooks that are given to all parents/guardians). The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the *School Rules* in the Handbooks.

58. **Conduct of the School:** The Head is responsible for the care and good discipline of Pupils while they are in the charge of the School or its staff and for the day-to-day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline and removal or expulsion. The Head is not responsible unless negligent for a pupil who is absent from the School in breach of School discipline.

59. **School Discipline:** The Parents hereby confirm that they authorize the Head and of other members of staff on behalf of the Head to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole.
60. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and the Pupil's accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action.
61. **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained in the other clauses of Section G shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or Guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or a guardian, the Pupil will be assisted by an adult (usually a teacher) of their choice.
62. **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 pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
63. **Drugs and Alcohol Policy:** A Pupil will be required to leave for possessing or using an illegal drug in or out of term time. The Head may, at any time, both arrange to conduct a search of the Pupil's possessions including his or her room, locker or desk and require the Pupil to undergo a medical examination, or provide a urine, hair or blood sample under medical supervision, to establish the presence or otherwise of any illegal substance

where there are reasonable grounds to suspect that such a search or examination will result in evidence of the possession or use of drugs. The Head shall be entitled to draw whatever conclusions she/he shall see fit from the failure to undergo such an examination or search. If a Head of House has reasonable cause for concern about a Pupil's consumption of alcohol in breach of School rules she/he may require the Pupil to provide a sample of breath in order to ascertain if she/he needs to be medically assessed.

64. **Sanctions:** The sanctions to be imposed on the Pupils shall be compliant with the Code of the School and the delegated rules and policies. The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time to the extent permitted by the relevant laws and regulations.
 65. **Discretion of the Head:** The decision to remove a Pupil temporarily and the manner and form of any announcement shall be at the sole discretion of the Head subject to the approval of the Governing Body and to the extent permitted by the laws and regulations.
 66. **Appeal Procedure:** In the event of the removal of a pupil, a copy of the School's *Appeal Procedure* is available on request from the School.
 67. **Access:** A pupil who has been withdrawn, suspended, removed or expelled from the School has no right to enter School premises without the written permission of the Head.
 68. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.
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H Provisions about Notice

69. Definitions

- a. *Notice to be given by Parents* means (unless the contrary is stated in these Terms and Conditions) a Term's written notice addressed to and actually received by the Head. No other notice will suffice. Notices must be hand-delivered or sent by recorded or guaranteed delivery post to the School address.
 - b. *Term* means the period between and including the first and last days of each school term.
 - c. *Fees in Lieu* (of notice) means fees in full for the term of notice at the rate that would *have* applied had the Pupil attended and is not limited to the Parental contribution in the case of a scholarship or bursary.
70. **Cancelling Acceptance:** A term's fees will be payable by the Parents if for any reason they cancel their acceptance of a place less than a term before entry or the Pupil does not join the School after accepting a place and subsequently qualifying for entry. Parents who cancel having accepted a place but giving a full term's Notice before entry will not have to pay Fees in lieu but the School Deposit will be retained by the School.
71. **Withdrawal from the School:** A Term's Notice must be given before a Pupil is withdrawn from the School or a term's Fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum. Following a withdrawal, the School will refund the School Deposit on the Pupil's final fees bill.
72. **Prior Consultation:** It is expected that a parent, or duly authorized education guardian will, in every case, consult personally with the Head or the Head of House before notice of withdrawal is given.

73. **Termination by the School:** The School may terminate these Terms and Conditions on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The School Deposit would be refunded without interest less any outstanding balance of the Pupils Fees account.

I Fees

74. **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: *Registration Fee; Enrolment Fee; School Deposit; Tuition Fee; Fees for extra tuition; other extras* such as House charges, clothing and equipment, photographs and other items ordered by the parents or the Pupil and *charges arising in respect of educational visits*, 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.
75. **Payment:** The Parents undertake to pay the Fees applicable in each term in respect of each School year directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of **payment** of Fees, Fees for each term are due and payable before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
76. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home after public examinations or otherwise before the normal end of term; or in case of online learning caused by suspension of face to face class by a local authority; 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 these Terms and

Conditions to make a refund.

77. **Exclusion for Non-Payment:** Without prejudice to any other rights or remedies that the School may have:
- a. In the event that Fees are not paid in full (so as to be received in cleared funds by the School) by the due date for payment, the School may, by notice in writing to the Parents, set a new date for payment of such Fees (or outstanding balance) failing payment of which by such date, the Pupil shall be deemed to have been withdrawn (without further notice);
 - b. In the event that Fees are paid late, the School may, by notice in writing to the Parents, require either
 - i. the payment of a term's Fees in advance by a date determined by the School or
 - ii. the payment of a year's Fees in advance by the start of the immediately following academic year; failing payment of which by that date in either case, the Pupil shall be deemed to have been withdrawn (without further notice);
 - c. For the avoidance of doubt, the School may, in the notice given under paragraph (a) invoke the provisions of paragraph (b);
 - d. The Head shall exercise each of the discretions reserved to the School under paragraphs (a), (b) and (c) save to the extent that he delegates any such discretion to the Bursaries Manager or Head of Account.
 - e. The deemed withdrawal under this clause 77 will cause the **Provisions about Notice** in **Section H** to apply so that a term's fees in lieu of notice will be payable.
 - f. The deemed withdrawal under this Clause 77 is permanent and there is no right to have the Pupil concerned readmitted to the School even if

payment is made subsequently.

- g. Notwithstanding the provisions of this Clause 77, the School reserves the right (exercisable by the Head at her/his sole discretion) to readmit a Pupil following a deemed withdrawal upon such terms as to payment of outstanding and future Fees as he may determine.
 - h. The deemed withdrawal (or exclusion) under this clause 77 is not a disciplinary matter and there is no right of appeal; and
 - i. The School may also withhold any information, character references or property while Fees (or any part thereof) remain 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 Pupil.
78. **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate agreement made between the Parents and the School, simple interest may be charged on Fees which are unpaid as set out in clause 79 below.
79. **Late Payment Charges:** Charges for late payment may be varied at the School's discretion but, unless otherwise advised, comprise:
- A charge of £250 in equivalent JPY using the official foreign exchange middle rate published by the major commercial banks in Japan and interest at the rate of 1.5% per month or any overdue balance, to the extent permitted by the relevant laws;
 - All administration and legal costs in relation to any sums that are unpaid by the due date.
80. **Poor Fee Payment Record:** Parents who have a poor or otherwise unsatisfactory fee payment record may be required, at the Head's discretion, to pay each of the following years' fees in a single lump sum in advance. In

cases of persistent late payment the School reserves the right to obtain references from external credit reference agencies.

81. **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 Fees.
82. **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement/s between the Parents and the School.
83. **Advance Payment Scheme:** From time to time, the School makes available a Scheme under which a lump sum prepayment is made by or on behalf of the Parents which will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due to the School at that time will be deducted from the sum to be refunded.
84. **Scholarships:** Every scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence, performance and behaviour on the Pupil's part. The terms on which such awards are offered and accepted and on which they may be revoked will be notified to Parents at the time of offer.
85. **Amount and Review of School Fees:** Details of the School Fees are published, in the Fees List, and reviewed at least once each year. Parents will usually be informed in the summer term of any increase in the School Fees applicable for the following academic year but the right is reserved to increase the School Fees at any time without obtaining prior consent of Parents.

J Events beyond the control of the Parties

86. **Force Majeure:** An event beyond the reasonable control of the parties to these

Terms and Conditions is referred to below as a “Force Majeure Event” and shall include such events as an act of God, accident, earthquake, fire, tsunami, flood, war, riot, civil unrest, act of terrorism, chemical or biological contamination, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), failure of utility service or transportation; it shall not include an ability to pay Fees. Subject to express written agreement to the contrary, the Parent’s continuing obligations under these Terms and Conditions in respect of Fees shall not be affected by a Force Majeure Event.

87. **Notification by the School:** In the event of a Force Majeure Event arising which prevents or delays the School’s performance or any of its obligations under this contract, the School shall immediately give parents notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the Force Majeure Event, the School will have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure Event while it continues. The School shall use its best endeavours during the Force Majeure Event to provide educational services.
 88. **Continued Force Majeure:** If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify the Parents of the steps it shall take to ensure performance of these Terms and Conditions.
 89. **Notification by Parents:** In the event of a Force Majeure Event which affects the parents’ ability to perform any of their obligations under these Terms and Conditions, they shall give the School notice in writing of the Force Majeure Event. The Parents shall not be liable for non-performance of such obligations (except payment of fees) during the Force Majeure Event but in the event of the Force Majeure Event continuing for more than four months shall discuss with the School a solution by which these Terms and Conditions may be performed.
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K General Contractual Matters

90. **Management:** It is the School's intention that these Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. The School aims to ensure that its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. The School also aims to promote good order and discipline throughout its community and to ensure compliance with the law.
91. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions. The Parents shall sign these Terms and Conditions which is a condition precedent for the admission of the Pupil to the School.
92. **Change:** This School, as any other, is likely to undergo a number of changes during the time the Pupil 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, the disciplinary framework, and the length of School terms. These changes will not be legitimate reasons for the Parents to terminate the Terms and Conditions.
93. **Consultation:** It is not practicable to consult with Parents and Pupils over every change that may take place. Whenever practicable, however, Parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care.
94. **Data Protection:** By signing the Application 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 authorise the School to process personal information including financial and sensitive personal data such as medical information or biometric information as is deemed necessary for the legitimate purposes of the School. See Schedule 1 for the School's Personal Data

Protection Policy.

95. **Representations:** The School's prospectus and website describe the broad principles on which the School is presently run 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 contract between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus or website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter from the Head before entering these Terms and Conditions.
96. **Third Party Rights:** Only the School and the Parents are parties to these Terms and Conditions. The Pupil is not a party to it. To the extent permitted by the laws and regulations, the acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. To the extent permitted by the laws and regulations, all requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
97. **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.
98. **Severability:** If any provision of these Terms and Conditions is determined by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of these Terms and Conditions will remain in full force and effect to the fullest extent permitted by applicable law.
99. **Governing Law:** The execution, performance and interpretation of these Terms and Conditions and the settlement of any dispute arising out of and/or in connection with these Terms and Conditions shall be governed by the laws of Japan.

100. **Dispute Resolution:** The Morioka District Court shall have the non-exclusive jurisdiction over any disputes arising in connection with the contract between the parties.
101. **Language:** These Terms and Conditions are written in English and Japanese. In the event of any inconsistency or discrepancy between the English version and the other version, the English version shall prevail.

Schedule 1

Personal Data Protection Policy

The School holds data and information about Parents, guardian and/or the Pupil including but not limited to contact details, financial information, exam results, biometric information and details of medical conditions ("**Information**"). This Information is kept electronically on the School's information management system or manually in indexed filing systems.

The School processes Information about Parents and the Pupil in order to safeguard and promote the Pupil's welfare, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which the Pupil may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from the parents or from third parties such as credit reference agencies or the School using biometric information to allow pupils access in to School buildings or to record extras purchased.

This Personal Data Protection Policy ("**Policy**") will explain to You how the School collect and use Your and/or the Pupil information. Please ensure that You read and fully understand this Policy. If there are any doubts as to the content of this Policy, kindly inquire through the method set out under this Policy and the School will provide the necessary clarification. If You accept the offer letter, You are deemed to have agreed to this Policy and agreed to the School collecting and using the Information in accordance with the terms of this Policy. The school reserves the right to change the terms of this Policy from time to time to the extent permitted by the relevant laws and regulations.

1. Collection and Usage of Information

- (a) In order for the School to process the applications and manage the affairs of

the Pupils, the School may need to process the Information for the purposes set out below:

(i) Application for Admission Consultation

When submitting application for the School admission consultation sessions, You will need to provide the School with the name, gender, date of birth, nationality and enrollment year of the Pupil, Parents and/or guardian name, Parents and/or Guardian-Pupil relationship, Parents and/or Guardian mobile phone number, Parents and / or Guardian email etc.

(ii) Submission of Application and Application Documents

When submitting application for admission, you will need to provide us with the name, gender, nationality, date of birth, passport information, visa information, enrollment year, education background, grades, awards and past school performance record of the Pupils; names, education background, date of birth and contact details of family members; name, date of birth, education background, contact details of the Pupil's referee, etc.

(iii) Fee Payment and Refund

The School may collect Your bank account information or third-party payment platform account information, transaction serial number, payment status and other information from You in order for the School to collect the Pupil's application fee, tuition fee, school bus fees, co-curricular activities fees, pre-payment fees and other school-related fees from You and to make relevant refund to You.

(iv) Medical Information

The School will collect the Pupil's medical information in order to understand the health and medical condition of the Pupils for the purpose of managing the Pupil's affairs. This information will involve the privacy of the Pupil, such as the Pupil's name, nickname, gender, date of birth, home address, phone number and other personal data, name of family members and their contact details, blood type, eating habits and dietary restrictions; history of illness (including psychological and physical), injury history and treatment condition, matters to be noted by teachers and nurses, allergies, medication and medical information; sports restrictions; vision and vision correction condition, vaccination, insurance information such as issuer, insurance policy number, designated hospitals, etc.

(v) Other Application Forms

You will need to provide Yours and/or the Pupil's name and home address, Parents'/ guardian's contact information, dietary requirements, photo to the School or third party service providers, if You or the Pupil requires other services from the School, such as boarding, school bus services, catering services, school uniforms, School access identification badge etc.

(vi) Daily Communication and Contact

The School will contact the You or the Pupil via the contact details provided by You in order to communicate with the You with regard to information/ development of the School and Pupils.

(vii) Miscellaneous

Where, for administrative, educational, promotional, health, wellbeing of Pupils/Parents or, in the professional opinion of the Head it is

deemed necessary, the School may share information with certain third parties to the extent permitted by the relevant laws and regulations.

- (b) If the School enters into a separate arrangement for the payment of fees, it may, in order to verify Parents' identity and so that it can assess and application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about an application. This record will be seen by other organisations which make searches about the Parents. Failure to supply information may result in a refusal of credit.

The School, other schools in the AISL Harrow International group and/or its management companies ("School Group") may use the personal information submitted by Pupils/Parents to the School or photos, videos, audios and other materials of Parents/Pupils participating in learning programmes, daily life and activities inside and outside the School for the purpose of marketing. The School Group will use the personal data submitted by You to send You news briefings, latest news and promotional materials. The School Group may also publish photos, videos, audios and other materials containing You or Pupils in various online and offline marketing channels, such as the School's or the School Group's internal and external medias, websites, exhibitions, prints, visual displays, etc. If You would like to withdraw Your consent in relation to such use, kindly contact the School via the manner set out in paragraph 8 of this Policy.

2. Storage of Information

- (a) The information the School collect will be stored on servers overseas. At the same time, in order for the School to provide effective management and maintain the quality of education, the School may provide the data collected to headquarters of the School management company, Asia International School Limited (a company limited by shares incorporated under the Cayman Islands law with principal business address in Hong Kong), and store such data on the servers in the PRC and Hong Kong. If, due to business

requirements, personal data needs to be transferred to foreign institution or individual, the School will obtain Your consent in advance, inform You of the purpose and recipient of such transfer etc., and complied with the procedure as required by the relevant law and regulation, provided such transfer is not prohibited by law.

- (b) For the data collected, the retention period is the minimum time necessary to realize the operation functions of the School, and the School will abide by the laws and relevant regulations strictly. Upon the expiration of the retention period, or Your information is no longer needed for the purposes of this Policy, or when it is not required to be retain in accordance with relevant laws and regulations, the School will take reasonable steps and safe mode to remove personal information or make it unrecognizable and cannot be edited, modified or used again.

3. Information Sharing, Transfer and Disclosure

(a) Information Sharing

The School will not transfer Information provided by You with any third parties without Your consent, except for the following:

- (i) Transfer when obtained express consent: with Your prior consent, We will transfer Your Information with other parties;
- (ii) Disclosing Your Information to third party or administrative and judicial authorities in accordance with the relevant laws and regulations or the requirements of the administrative and judicial authorities.
- (iii) Entrusting data to third-party suppliers: Some of the School's services will be provided by third-party suppliers where necessary to the extent permitted by the relevant laws and regulations. For example, school web

design suppliers, school software design suppliers, marketing and public relations companies, catering suppliers and school uniform suppliers etc. The School will only share Your Information with third-party suppliers for specific and clear purposes based on legitimate, proper and necessary principles, and the School will only share Information which is necessary to provide services. The School will request its suppliers to comply with this Policy and any other relevant confidentiality and security measures when processing Your Information.

- (iv) When it involves mergers, acquisitions or bankruptcy liquidation, if it involves the transfer of personal information, the School will require the new entity holding Your Information to continue to be bound by this Policy, otherwise the School will request the said entity to obtain Your authorised consent again.
- (v) Sharing information with group entities: the School may share Your Information with School Group in accordance with applicable law.

For external organisations and individuals with whom the School share Your Information, the School will include confidentiality clauses in the agreements with them and require them to strictly handle Your Information in accordance with relevant confidentiality and security measures.

(b) Public Disclosure

The School will only disclose your Information under the following circumstances:

- (i) Upon obtaining your express consent;
- (ii) Disclosure based on law; In the case of mandatory requirements by

laws, legal procedures, lawsuits or government authorities, the School may disclose Your Information publicly.

4. Protection of Information

- (a) The School will deploy an access control mechanism to ensure that only authorized personnel can access personal information; and the School will organize security and privacy protection training courses to enhance employees' awareness of the importance of protecting personal information.
- (b) The School will take all reasonable and feasible measures to ensure that irrelevant personal data is not collected. The School will only retain Your personal data for the period required to achieve the purpose stated in this Policy, unless the retention period needs to be extended or permitted by law.
- (c) In the unfortunate event of the occurrence of a personal data security incident, the School will promptly inform You in accordance with the requirements of laws and regulations: the basic information and possible impact of such incident, the measures the School has taken or will take, suggestions You may adopt separately to prevent and reduce risks, remedies for You, etc. The School will promptly inform You about the incident by email, letter, phone, push notification, etc. If it is difficult to inform the owners of the personal data individually, the School will adopt a reasonable and effective method to publish such notification.
- (d) At the same time, the School will proactively report the handling of personal data security incidents in accordance with the requirements of laws and regulations.

5. Your Rights

- (a) Enquiry

You can inquire and manage (including amending, deleting, changing or withdrawing the authorisation, etc.) the information You submitted to us. Please contact the School's admissions department for such request.

(b) Amendment

You should ensure that all information submitted to the School is accurate. If You find that the School have made errors in the collection and storage of the Information, You may request the School to correct the relevant Information in the manner set out in paragraph 5(a) above.

(c) Removal

If You discovered that the School has not collected and used the Information in accordance with the provisions of laws and regulations or the provisions of this Policy, You may contact the School through the methods set out in paragraph 5(a) above to request for removal of the relevant Information.

(d) Amendment or Withdrawal of Authorisation

For information collected for the purpose of marketing, You may amend or withdraw the authorisation previously provided by You. You may manage Your authorisation in the manner set out in paragraph 5(a) above. When You withdraw your authorisation, the School will no longer process Your corresponding Information. However, Your decision to withdraw Your authorisation will not affect the Information previously processed based on Your authorisation.

(e) For security reason, You may need to provide a written request or prove your identity when you make inquiries or submit for changes or deletion of Your Information. The School may ask You to verify Your identity before processing Your request.

6. Personal Data belongs to Children

The School understand that the personal data of the Pupils it collects and uses may be minors under the age of 16 ("**Children**"). The School places great importance to the protection of Children's personal data. The School will comply with the relevant laws and regulations strictly and fulfil its responsibility in protection of Children's personal data. The School agrees to the following:

- (a) Children shall not set up his or her own online account with the School without the consent of his/her parents or guardian.
- (b) Before collecting Children's personal data, the School will remind parents or guardians of the Child to read this Policy and inform them about the collection, storage, use, transfer and disclosure of Children's personal data in accordance with relevant laws and regulations.
- (c) The School will only collect and use Children's personal data in strict compliance with the relevant laws and regulations and this Policy provided that authorization and consent of the Child's parent or guardian has been obtained. The School will not collect Children's personal data unrelated to the operation of the School.
- (d) The School will store Children's personal data in the manner and within the time limit specified in paragraph 2 of this Policy. The School will not store Children's personal data beyond the time limit necessary for the purpose of collection and use.
- (e) The School will not use Children's personal data in violation of the relevant laws and regulations or the agreed purpose and scope. If it is necessary to use the data beyond the agreed purpose and scope to facilitate School operation, the School will obtain the consent of the Child's parent or guardian again.

- (f) The School will set up strict data access authority and control the scope of Children 's personal information based on the principle of minimum authorisation.
- (g) Children and their parents or guardians enjoy the rights as specified in paragraph 5 of this Policy.
- (h) The School will designate an officer to be responsible for the protection of Children 's personal data. If You have any questions, You may contact the School in accordance with the provisions of paragraph 8 of this Policy.

7. Amendment of Policy

The School may revise this Policy from time to time to comply with the changes in the relevant laws, regulations and regulatory policies. The revised Policy will be published on the School's website or sent to your email account. If You did not raise any queries after the publication or upon receiving the revised Policy, You are deemed to have fully read, understood and accepted the revised Policy.

8. How to Contact the School

If You have any questions, comments, suggestions or complaints relating to this Policy or Your information, You may contact the School by contacting the School's Admissions Department. Contact details are available on the School's website.