

# Application for Admission

## Terms and Conditions

### 1. Definitions

(a) In these terms and conditions

"Acceptance Letter" means the offer of acceptance provided by the School for parents to sign when accepting a place for their child at the School;

"ACS Doha" means ACS Doha International School LLC.

"Schedule of Fees" means the schedule of fees for the School agreed with the Ministry of Education for the relevant Academic Year;

"Child" means a child (including both boys and girls) of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"The Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons. A copy of which is available on the School website;

"Non-Refundable Registration Fee" means the sum set out in the Schedule of Fees. This fee is specific to the student being registered;

"Refundable Deposit" means the sum set out in the Schedule of Fees as amended from time to time which will be fully refunded when your Child ceases to be a student at the School subject to all fees and other charges payable by you under our Terms and Conditions having been paid in full;

"Pre-registration Deposit" means the sum set out in the Schedule of Fees, as amended from time to time, to be paid in relation to existing students at the school to reserve a place for the start of the following Academic Year, which is not refundable;

"Fees" means the fees set out in the Schedule of Fees as amended from time to time;

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

"Pre-Registration period" means the period notified by the School during which the School will accept the pre-registration of existing students for the following Academic Year subject to the conditions set out in these Terms and Conditions;

"Principal" means the person designated as being responsible for the day to day management of a school division;

"School Division" means a section of the school which may be Early Childhood, Lower School, Middle School or High School or other division as specified;

"School Rules" means the rules of the School as provided in the Handbook, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

"School day" means any part or whole of a day when the school is in session;

"Trimester" means a marking period of the School as notified to parents from time to time;

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

"We" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Letter as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Letter.

(b) The Acceptance Letter, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions form the terms of a contract between you and ACS Doha and constitutes the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

### 2 Application, Registration and Pre-Registration (Fees & Deposits)

- (a) A non-refundable/non-transferable Application Fee is payable. When a place for your child at the School is offered, this will be confirmed by submitting the Acceptance Letter and paying the Non-Refundable Registration Fee and the Refundable Deposit.
- (b) Families who are in the process of applying for their Residence Permit during the application process for ACS Doha must also complete our Commitment and Pledge letter to confirm acknowledgement of Clause 2(c).
- (c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Letter and paying the fees stated in 2(a) but before your child starts at the School, you shall give written notice to that effect no later than one calendar month prior to your child's due start date.
- (d) For a child attending the School, a Pre-Registration Deposit is required in order to secure your child's place for the forthcoming Academic Year. The Pre-Registration Deposit is not refundable and is credited to the fees for the first Trimester or other sums due to the School on your child's leaving.

- (e) If you wish to withdraw your child after pre-registering and paying the Pre-Registration Deposit, but before the start of the forthcoming Academic Year, you shall give us written notice to that effect, no later than one calendar month prior to the start of the forthcoming Academic Year.

### 3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- (b) Any activities outside the core curriculum, such as private music lessons, sports and field trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Each person who has signed the Acceptance Letter is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Letter remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Letter, one of them may withdraw from the contract with the School by submitting a written notice provided they have obtained the prior written consent of both the School and the remaining parent.

- (d) If at the time of accepting the offer of a place at the School you notify us that your child's start date is to be a day other than the first School day of a Trimester, we will calculate the pro-rated fee for that Trimester. Once your child's start date is confirmed by us (at the time you sign the Acceptance Letter), we will send you the invoice for the pro-rated fee calculated from this date. If you notify us that your child's start date is to be earlier than the date confirmed by us, a revised invoice will be sent reflecting this change. If there are any delays to your child's start date, such that your child's start date is later than the date confirmed by us, the account will not be credited. Furthermore, should your child's start date be postponed more than once with the invoice remaining unpaid, your child's place may be withdrawn by the school.
- (e) Each invoice must be paid in full in accordance with the terms of the invoice. The School will withhold any references and/or reports while any fees remain unpaid. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (f) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you before the increase is to take effect.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

### 4. Notice Requirements

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date), the School Admissions Office require one calendar month notice in writing. If insufficient notice is provided, we will withhold any references whilst any fees remain unpaid in accordance with clause (b) or (c) below.
- (b) In the event you withdraw your child after one calendar month into the current pre-paid Trimester, no monies will be refunded. If you withdraw your child within a calendar month of the start of a pre-paid Trimester, we will pro-rate a fee for the number of school days attended and the remainder of the Trimester will be refunded.
- (c) The only variation that may apply to clause 4(b) is when a student's start date is not the start of a Trimester as referred to in clause 3(d). In this circumstance monies to be retained or refunded will be calculated from child's actual start date and the same principles apply as in 4 (b).

### 5. School Rules

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School reserves the right to search all property on the School premises. This policy is adopted with the aim of safeguarding the health and safety of students.
- (c) 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.

### 6. Disciplinary Procedures

- (a) The Head of School may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head of School the removal is in the School's best interests or those of your child or other children.
- (b) The Head of School may in his/her discretion exclude you from the campus or require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head of School, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head of School exercise his/her right under sub-Clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head of School may decide that suspension or expulsion for a lesser offence is justified where there has been previous

misbehaviour. All aspects of the pupil's record at the School may be taken into account.

- (e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

## 7. The School's Obligations

- (a) While your child remains a student of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (b) In order to fulfil our obligations, we need your cooperation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (c) In accordance with the School's philosophy, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version.
- (f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child if in the opinion of the Head of School, the School cannot provide adequately for your child's special educational needs.

## 8. The Parents' Obligations

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Letter as having been given on behalf of both or all such persons.
- (d) The Principal must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

## 9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School.

## 10. Confidentiality and References

- (a) Your express consent shall be sought before we supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and fair.
- (b) You consent to us making use of information relating to your child whilst he or she is at the School for the purposes of managing relationships between the School and current pupils and communicating with the body of former pupils.

## 11. Intellectual Property Rights

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

## 12. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform all parents in relation to such changes.

## 13. Termination

- (a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions).
- (b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

## 14. Force Majeure

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination) rendering the performance of the obligation or obligations contained in this agreement impossible.
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four

months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

## 15. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Letter. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Dean of Admissions and sent to the School's address in Doha. If notice is sent by registered mail it will be deemed to be effective when actually received.

## 16. Interpretation

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

## 17. Jurisdiction and Governing Law

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

## 18. Variations

We may amend these terms and conditions from time to time in compliance with applicable law. The School will notify you of any such amendments.

## 19. Data Protection

- (a) The School holds information about you and your Child. Further details on the data held and the purposes for which such data will be processed by ACS are set out in our Privacy Policy (as updated from time to time).
- (b) Students of the School, if of sufficient maturity and understanding to comprehend their rights under Law No.13 of 2016 Promulgating the Protection of the Privacy of Personal Data, have certain legal rights which the School must observe.
- (c) Qatari regulatory guidance does not specify an age of majority above which a Child in Qatar may assert these rights, leaving individual organisations to judge best what age is appropriate for their settings. ACS considers the age a Child may enforce these rights individually is from the age of 16. This includes the right of a student to refuse to provide or to withdraw existing consent for their personal information to be processed. This may limit the amount of personal information that ACS is lawfully able to disclose to you. If a conflict of interest arises between the Parents and students, the rights of, and duties owed to, students will in most cases take precedence over the rights of, and duties.

### ACS Doha International School

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