

TERMS & CONDITIONS



The King's School
www.thekingsschool.in



TERMS AND CONDITIONS

1. Introduction

1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of this independent school for many years and together with:

- 1.1.1 The intent for application form
- 1.1.2 The conditions of award (if applicable)
- 1.1.3 The admission form and
- 1.1.4 The fees list

They form the basis of legally binding contract between the parents and the school for the provision of educational services. These terms and conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing and development of The King's School.

- 1.2 **Variations:** These terms and conditions and the fees list are subject to change from time to time.
- 1.3 **Brochure and website:** The school's brochure and website are not contractual documents. School websites contain these T & C's which can be viewed by parents. Printed copies are available from the school on written request.
- 1.4 **Fees and notice:** The rules concerning fees and notice are of particular importance are set out in Section 4 and Section 9.
- 1.5 **Managing Change:** The King's School is likely to undergo a number of changes during the time your child is student here. Please see section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2. Terminology

- 2.1 **The Trust:** means The King's Educational Trust as now or in future constituted (and any successor). The Trust is constituted as a charitable Trust.
- 2.2 **School or We or Us:** means the School operated by the Trust as described here:



2.2.1 **The King's School-** A day School for Girls & Boys for grades I -XII. This is separate from The King's Kindergarten establishment.

2.2.2 **The King's Kindergarten** – A day School for girls & boys from Play class to Upper Kindergarten. Admission into The King's Kindergarten does not guarantee entering into The King's School as they are two separate establishments with varying fee and deposit structure.

- 2.3 **Trustees or Governing Body:** means the Trustees of the Trust who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the Trust.
- 2.4 **Principal:** means the Head of the School as appointed by the Trust. The Principal is responsible for the day-to-day running of the School.
- 2.5 **SMC:** The School Management Committee is a governing body appointed by the Principal and Trust for managing the day-to-day academic matters of the school.
- 2.6 **Parent 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.
- 2.7 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.
- 2.8 **Student:** means the child named on the admission form. The age of the student will be calculated in accordance with Indian custom i.e. years and months.

3. Admission and entry to the School and the Kindergarten

Complete and submit the 'Intent for Admission' form found on our website under the Admissions page. Please visit www.thekingsschool.in

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Intent for Admission form has been completed and returned to us. Admission will be subject to the availability of a place and Students and Parents satisfying the admission requirements at the relevant



time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Student attends the School for the first time under these Terms and Conditions.

- 3.2 **Equality:** The TRUST and the School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected.

4. Fees

- 4.1 **Fees:** Monthly tuition fee must be paid on or before the 10th of the month with an additional grace period of 3 days. Thus the monthly tuition fee must be paid on or before the 13th of each month for the whole academic year. Each academic year comprises 10 months including holidays and tuition fees will be for 10 months. Fees may include alone or in combination the Annual Fee, Tuition Fee and as specified in 4.2. All fees are non-refundable.

- 4.2 **Additional Fees:** Fee may also include examination charges, or compulsory charges arising in respect to education/recreational visits, school day, sports day and special events. These charges mentioned as compulsory are mandatory payments for every student.

There may be additional charges arising from damage where the Student alone or with others has caused willful loss or damage to school property, or the property of any other person (fail wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred and other extras such as equipment/items ordered by parents or students.

- 4.3 **Payment of Fees:** The parents jointly and severally agree to pay the Fees applicable to each month directly to the school. The parents agree to pay all fees on time and if a child is withdrawn from school based on parent's requirement, then the tuition fees for the academic year will have to be paid in full in order to receive the transfer certificate and other important documents.

- 4.4 **Late Fees:** Late Fees is applicable if and when the payment for fees is not met on or before the 10th (+ 3 days grace period) of each month. Late Fee charge of Rs. 100/- will be applicable per week every week starting on the 14th day of the month. Accumulation of late fee charges will cease once all pending amounts are cleared.

If there is any special reason for the delay, a letter is to be submitted addressed to the Principal requesting more time for the payment of



the fees. This letter should be submitted on or before 7th of the month.

- 4.5 The school will incorporate various methods of payment from time to time for the convenience of the parent.

Fee payment via **NEFT in strictly not recommended** for the moment due to various technical reasons.

- 4.6 **Refund or waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, Fees will not be refunded or waived if:

4.6.1 The student is absent through illness; or

4.6.2 A Term is shortened or a vacation extended; or

4.6.3 The student is released home before or after public examinations or otherwise before the normal end of a Term;

or

4.6.4 The School is temporarily closed due to adverse weather conditions; or

4.6.5 For any reason other than exceptionally and at the sole discretion of the principal in a case of genuine hardship.

See also section 10 for information about events beyond the control of the parties.

- 4.7 **Exclusion for non-payment:** The School reserves the right to exclude the Student of three days' written notice if Fees are overdue for payment for over 2 months. If the Student is excluded for a period of over 2 months then the Student will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governor's review will not normally arise. The School and the Trust may withhold any information, character references, certificates or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of Students.

- 4.8 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School. Late fee charges may be applied to any unpaid balance of Fees, as set out in clause 4.4

- 4.9 **Installment arrangements:** An agreement by the School to accept payment of current and / or past and / or future Fees by installments



is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any installment agreement or invoice issued by the School to the Parents (as applicable) the terms and conditions of the installment agreement or the invoice shall prevail.

- 4.10. **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.11 **Scholarships and bursaries:** Every scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents treating the Trust and the School and its staff reasonably.
- The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any other concession is calculated or assessed.
- 4.12 **Fee increases:** Fees are reviewed annually and are subject to increase from time to time.
- 4.13 **Information about Fees:** The Parents' consent to the School or Trust to make enquiries of the Student's previous records for confirmation that all sums due and owing to such schools have been paid. The parent also consent to the school enquiring about information of any other school or educational establishment to which the student is to be transferred if any fees of the School is unpaid.

5. Educational matters

- 5.1 **Provision of education:** 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 student and to provide education to at least the standard required by law in the particular circumstances. The school cannot guarantee that the student will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.



- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Principal, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Students. If the parents have specific requirements or concerns about any respect of the Student please get in touch with us at getinfo@thekingsschool.in
- 5.3 **Progress reports:** The School shall monitor the Student's progress and shall report regularly to the Parents by means of grades, full written reports and parents'-teachers' meetings during the course of the academic year. Parents must be expected to attend the parents' teachers' meetings not less than thrice in a year.
- 5.4 **Public examinations:** The Principal may, after consultation with the parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of his/her professional judgment, the Principal considers that by doing so the Student's prospects in other examinations would be impaired and / or if the student has not worked or revised in accordance with advice or instruction from his/her class teachers /tutors.
- 5.5 **Reports and References:** Information supplied to the Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the school.
- 5.6. **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff is not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.7 **Moving up the School:** It is assumed that if a Student satisfies the relevant criteria at the time he / she will progress through the Schools and will ultimately complete Grade. The Parents will be consulted before the end of the 3rd Term if there appears to be any reason why the Student may be refused a place at the next stage of the School. The Parents must give a term's notice in writing (i.e. before the start of the Summer Term) in accordance with the



Provisions about notice in Section 9 below if they do not intend the Student to proceed to the next stage of the School. 85% attendance is compulsory to attain promotion into the next grade.

For retake of exams for promotion, please refer exam rules.

- 5.8 **Students intellectual Property:** The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the School retaining the Student's original work until, in the professional judgment of the Principal, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Principal or staff.
- 5.9 **Educational Visits:** A variety of educational visits will be provided for the Student. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents' consent to the Student taking part in any educational visit including those which take place during a weekend or school vacation or outside of the school day. Educational visits which:
- 5.9.1 Require overseas travel; or
 - 5.9.2 Involve an overnight stay; or
 - 5.9.3 Involve some element of high risk or adventure activity will subject to a separate agreement. The cost of such a visit will be payable advance. The Student shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Student from taking part in an educational or recreational visit while overdue fees remain unpaid.

6. Care

- 6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide care to at least the standard required by law in the particular circumstances. We will respect



the Student'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.

- 6.2 **Complaints:** Any question, concern or complaint about the care or safety of a student or any educational issue or other matter connected to the School must be notified to the School as soon as practicable via email : getinfo@thekingsschool.in
- 6.3 **Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 6.4 **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 Student's welfare. Please see Section 7.
- 6.5 **Ethos:** The ethos of the School is to foster good relationships between students and between members of staff and students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Student and the Parents and we expect the same of the Student and the Parents in relation to the School or its staff. Let it be clear that the school will take disciplinary action for any in behaviour caused by parents and may after the student at large.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Student:
- 6.6.1 As may accord with good practice and discipline
 - 6.6.2 As may be appropriate and proper for teaching and instruction; or
 - 6.6.3 For providing comfort to the student in distress; or
 - 6.6.4 To maintain safety and good order; or
 - 6.6.5 in connection with the student's health and welfare.



The parents also consent to the student participating in contact and non-contact sports and other activities as part of the normal school programme or extracurricular programme. The parents acknowledge that while the school will provide appropriate supervision the risk injury cannot be eliminated.

- 6.7 **Disclosures:** The parents must, as soon as possible, disclose to the school confidence :
- 6.7.1 Any known medical condition, health problem or allergy affecting student
 - 6.7.2 Any history of a learning difficulty on the part of the student or member of his/her immediate family.
 - 6.7.3 Any disability, special educational need or any behavioural, emotive difficulty and / or social difficulty on the part of the student.
 - 6.7.4 Any family circumstances or court order which might affect the Student welfare or happiness.
 - 6.7.5 Any concerns about the Student's safety.
 - 6.7.6 Any change in the financial circumstances of the Parent
- 6.8 **Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's use of:
- 6.8.1 Email; and
 - 6.8.2 The internet;
- 6.9 **Special precautions:** The Principal needs to be aware of any matters that are relevant to the Student's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premise if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or any other member of the School community.



- 6.10 **Leaving School premises:** The school will do all that is reasonable to ensure the Student remains in the care of the school during school hours but we cannot accept responsibility for the student if he/she leaves school premises in breach of school rules or regulations. The school is not legally entitled to prevent a student aged 14 years or over from leaving school premises during school hours.
- 6.11 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of notice for the cancellation of the place or the withdrawal of the Student from the School.
- 6.12 **Photographs or images:** By signing the acceptance form or agreeing to these terms and conditions the Parents' consent to the school obtaining and using photographs or images of the student for:
- 6.12.1 Use in the school's promotional material such as the prospectus, the Website or social media;
 - 6.12.2 Press and Media purposes;
 - 6.12.3 Educational purposes as part of the curriculum or extra – curricular activities.
- We would not disclose the home address of the Student without the Parent's consent. If the parents do not want the Student's photograph or image to appear in any of the school's promotional material they must make sure the student knows this and must notify the Principal in writing immediately, requesting an acknowledgement of their letter.
- 6.13 **Student's personal property:** The student is responsible for the security and safe use of all his/her personal property including money, watches, musical instruments and sports equipment, and for property lent to them by the school.
- 6.14 **School's liability:** Unless negligent or guilty of some other wrong doing causing injury, loss or damage, the school does not accept responsibility for accidental injury or other loss caused to the student or the parents or for loss or damage to property.
- 6.15 **Transport:** The school is responsible for ensuring the students' safety while on school buses, whether managed by the school or outsourced to a third party. Parents are expected to abide by the Bus



Service Terms & Conditions (For a copy of the same please contact the school office). In addition to implementing rigorous safety procedures, the school will also ensure the full implementation of the guidelines outlined by RTO on the matter.

The following are the expectations set by the school for parents at the school.

6.15.1 Private Vehicles:

To ensure the safety of all students, parents driving to school will receive a route map detailing entry and exit points to the school or must ask the office for a copy of the same.

Parents must abide by the designated entry and exit routes set by the school. Drivers may be permitted to pick up the respective child with prior notification via email, also please attach picture of the driver and his details.

School personnel and staff helping in the organisation of the students' arrival and dispersal times represent the school and their instructions must be obeyed.

6.15.2 Buses:

For all intents and purposes, school buses, whether managed by the school or outsourced to a third party are considered as part of the school properties when being used by students.

All safety rules and behaviour expectations set by the school and enforced by personnel must be adhered to by students and parents.

Pre-determined bus routes are set at the beginning of every academic year. Request for changes will not be permitted during the academic year.

6.16 Student's personal property: The Student is responsible for the security and safe use of all his/her personal property including money, watches, musical instruments and sports equipment and for property lent to them by the school.



7. Health and medical matters

- 7.1 **Medical declaration:** Parents will be asked to complete Health information Form concerning the Student's health and must inform the Principal if the student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Medical Care:** The parents must comply with the School medical officers' recommendations which may include a reasonable decision to release the student home when he/she is unwell.
- 7.3 **Medical Information:** Throughout the Student's time as a member of the school, the School Medical Officer the right to disclose confidential information about the Student if it is considered to be in the Student's own interests or necessary for the protection of other members of the school community. Such information will be given and received on a confidential, need – to-know basis.
- 7.4 **Emergency Medical Treatment:** The parents authorize the Principal to consent on their behalf to the student receiving emergency medical treatment at a private hospital and where certified by an appropriately qualified person as necessary for the student's welfare and if the parents cannot be contacted in time.

8. Behaviour and discipline

- 8.1 **School regime:** The parents accept that the School will be run in accordance with the authorities delegated by the Principal. The Principal is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the student or the parent is in issue.
- 8.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The parents warrant that the student will take a full part in the activities of the school, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the school rules about the wearing of uniform and general appearance. 85% attendance is compulsory to attain promotion into the next grade.



- 8.3 **School discipline:** The Parents accept the authority of the Principal and of other members of staff on the Principal behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the student and the School community as a whole. The School's disciplinary policy applies to all students when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated With the School.
- 8.4 **Parental Behaviour & Conduct:** Parents accept that they have a responsibility to act as role models for their children and those of the school community. Parents confirm they accept the role, responsibility and ultimate authority of the Principal within the School community. Parents are to treat both students and faculty with respect.
- If after investigation the Principal is of the opinion that a parent's conduct, behaviour and actions (or lack thereof) is not consistent with the School's spirit of the Terms and Conditions, or that a parent has acted in an unreasonable or threatening manner toward either a student, staff member or parent of the school community or has failed to act, communicate or participate within reasonable expectations of the School, a student's enrollment may be withdrawn with immediate effect. The Principal of the School is under no obligation to divulge the content or source of any information acquired during the course of investigation which has led to the withdrawal of the student's enrolment. Any such student withdrawn from the School enrolment has no right of entry into the School premises without the written permission of the Principal.
- 8.5 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the parents are informed as soon as reasonably action, and also to make arrangements for the student to be accompanied and assisted by the Parents, or a teachers of the Student's choice.
- 8.6 **Pending Investigation:** The Principal may, if based on professional judgment may consider the same to be necessary, suspend a student from School for such periods of time as necessary, pending the investigation and/or outcome of such investigation into any



- complaints or rumors. The School will make such arrangements as are practicable for the continuation of the education of the Student.
- 8.7 **Procedural fairness:** Investigation of a complaint that could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of the Parents or the Student will be assisted by an adult (usually a teacher) of his/her choice.
- 8.8 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.
- 8.9 **Sanctions:** The school's current policies are available to the parents on request. Those policies may undergo reasonable change from time to time but will not authorize any form of unlawful activity. Sanctions may include a detention for a reasonable period, withdrawal of privileges, rustication or suspension, or alternatively being removed or expelled.
- 8.10 **Expulsion:** The Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches and two warnings will be provided to a child before expulsion takes place . The Principal shall act with procedural fairness in all such cases.
- 8.11 **Fees following expulsion:** If the student is expelled, there will be no refund of this deposit of fees for the current or past terms. There will be no charge to fees in lieu of notice but, save for any contrary provision in any other agreement made between the parents and the school, all arrears or fees and any other sums due to the school will be payable.
- 8.12 **Removal in other circumstances:** The parents may be required to remove the student permanently from the school if the principal is of the opinion that:
- 8.12.1 By reason of the student's conduct, behavior or progress, the student unwilling or unable to benefit sufficiently from



the educational opportunities and / or the community life offered by the school; or

8.12.2. If the parents have treated the school or members of its staff unreasonably; then

In these circumstances, and at the sole discretion of the Principal, Withdrawal of the student by the parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interest of the student and the parents as well as those of the school.

- 8.12 **Fees following removal:** If the student is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to fees shall be as set out clause 8.11.
- 8.13 **Leaving status:** The school reserves the right to record the leaving status of the student on the Student's file immediately after Expulsion or removal or withdrawal.
- 8.14 **Complaints procedure:** A complaint about any matter of School policy or administration not involving an expulsion or removal of the Student must be made in accordance with the School's complaints procedure via email to info@thekingsschool.in Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. Provisions about notice

- 9.1 **Term:** means the period between and included the first and last days of the relevant school term.
- 9.2. **Notice:** means (unless the contrary is stated in these terms and conditions) a term's written notice given by:
- 9.2.1 Both parents; or
- 9.2.2 One of the parents with the prior written consent of the other parent; and
- 9.2.3 Any other person with Parental Responsibility.

Before the first day of Term addressed to and received by the Principal personally. It is expected that the parents will consult with the Principal before giving notice to withdraw the Student.



9.3 **A Term's Written Notice:** means notice given before the first day of a term and expiring at the end of that term. A term's written notice must be given if.

9.3.1 The parents wish to cancel the place after acceptance; or

9.3.2 The parents wish to withdraw the student who has entered the school.

9.4 **Cancellation:** means the cancellation of a place at the school which has been accepted by the parents and which occurs before the student enters the school or where the student does not enter the school.

9.5 **Withdrawal:** means the withdrawal of the student from the school shall, for these purposes, be treated as a withdrawal by the parents.

9.6 **Withdrawal by the parents:** If the student is withdrawn on less than a Term's written notice, or excluded for more than 28 days for non-payment of fees as set out in clause 4.6, fees in lieu of notice will be due and payable as a debt immediately

9.7 **Withdrawal by the student:** The student's decision to withdraw from the school shall, for these purposes, be treated as a withdrawal by the parents.

9.8 **Prior consultation:** It is expected that the Parents, will consult personally with the Principal or with the Principal's authorized deputy before notice of Withdrawal is given by the parents.

9.9. **Termination by the school:** The school may terminate this agreement on one term's notice in writing sent by ordinary post. The school will not terminate this agreement without good cause and full consultation with the parents and also the student (If of sufficient maturity and understanding).

9.10. **Conditions for Transfer Certificate:** If a child is withdrawn mid-year, Transfer Certificate and mark sheet will be given only upon payment of the Annual fee and Monthly tuition fee.

For parents who choose to withdraw their child from school at the end of an Academic Year :

* must intimate the school Principal via email (getinfo@thekingsschool.in) about plans to withdraw on or before 1st week of December in order to avoid orders made for text books & other items.



- * must fill the “Application form for Transfer Certificate” found on the last page of the Student Diary. Kindly ensure that this application form is submitted on or before 1st week of March in the academic year.
- * must note the Transfer Certificate will not be issued on short notice. Upon receipt of application, it will take 5 working days for the Transfer Certificate to be issued.
- * Parents who require DEO attestation on TC (only required for students leaving Kerala) will have to wait for 15 working days.

10. Events beyond the control of the parties.

- 10.1 **Force majeure:** An event beyond the reasonable control of the school or the parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 **Notification:** If either the school or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

11. General Contractual matters

- 11.1 **Data protection :** 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 student consent to the processing by the school of personal information including :
 - 11.1.1 Financial information relating to the parents;
 - 11.1.2 Sensitive personal information relating to the parents and / or the student as is deemed necessary for the legitimate purposes of the school
- 11.2 **Change:** The school, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the school rules and procedures, the disciplinary framework, and



- the length of the school day or terms. In addition, there may be the need to undertake a corporate reorganization exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the school.
- 11.3 **Consultation:** It is not practicable to consult with the parents and the student over every change that may take place. Whenever practicable, the School will use reasonable endeavors to ensure that the parents will be consulted and where possible given at least a Term’s notice in writing of:
 - 11.3.1 a change of ethos or culture ; or
 - 11.3.2 a change in any physical aspect of the school which would have a significant effect on the Student’s education; or
 - 11.3.3 a change of ownership of the school
 - 11.4 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
 - 11.5 **Interpretation:** These terms and conditions supersede any 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.
 - 11.6 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of India and the parties submit to the exclusive jurisdiction of the Courts of Kollam.
