

## STANDARD TERMS OF PROVISION OF EDUCATIONAL SERVICES

### BY HAILEYBURY ASTANA SCHOOL

- I.1. The TERMS set out the conditions of provision of educational services by the School and are an integral part of the Individual Parental Agreement (hereinafter referred to as the Agreement). The TERMS are subject to interpretation together with the Agreement as a single document.
- I.2. In case of changes to the TERMS, the School shall notify the Parent of such changes by publishing the updated TERMS on the School's parent portal not later than the **1<sup>st</sup> of May** the year preceding the school year to which such changes apply, with email notification to the Parent's email.

## II. GENERAL PROVISIONS

- II.1. The School shall implement integrated educational programs of preschool education and training, primary, basic secondary and general secondary education based on a relevant state license and on a curriculum approved by the Board.
- II.2. The School demands 100% attendance by the Pupil for him/her to take full advantage of the educational opportunities provided to him/her.
- II.3. For comprehensive development of students, the School shall organize, when it is possible, co-curricular activities, which are announced to the Parent through the School's parent portal.

## I. FINANCIAL CONDITIONS

### III.1. Guarantee Payment

- 1) Guarantee Payment in the amount specified in the footnotes to School Fees Tenge shall serve as a guarantee of duly fulfilment of the Parent's duly fulfilment of his/her obligations under the Agreement by the Parent.
- 2) The Parent shall pay the Guarantee Payment within 5 (five) calendar days from the date of signing the Agreement.

### III.2. School Fees, conditions, and payment methods

- 1) The School shall communicate the School Fees for each academic year to the Parent by placing the document named "School Fees" on the School's parental portal not later than the **1<sup>st</sup> of May** of the year preceding the academic year to which such School Fees apply.
- 2) The Parent pays the School Fees for the academic term, in which the Pupil is joining the School within 5 (five) calendar days from the Agreed Joining Date.

- 3) The due date for payment of School Fees for each academic term except for the term mentioned in clause III.2.2) shall be the first day of the academic term for which payment is made (further – “Due Date”).
- 4) Payments of School Fees under this Agreement shall be made by the Parent to the School’s bank account, specified in the Agreement or by online payment on the School’s website.
- 5) If payment of the School Fees is made later than the Due Date or not paid in full, the School shall be entitled to demand from the Parent a penalty of 0.1% of the outstanding School Fees for each day of the delay.
- 6) In addition to the Guarantee Payment and School Fees, the Parent shall also pay:
  - registration fee;
  - specific equipment and textbooks;
  - school uniforms;
  - external final exams on iGCSE/IB programme;
  - postage;
  - expenses for school trips/excursions;
  - extracurricular activities provided by external tutors;
  - other costs agreed with the Parent
- 7) Fees and payments for additional costs are not refundable in the cases such as:
  - missing the lessons by the Pupil due to illness;
  - temporary suspension of the Pupil from lessons as a disciplinary measure;
  - temporary suspension of the Pupil from lessons due to delay of payments under the Agreement;
  - missing lessons for valid reasons or without such reasons;
  - inability of the school to conduct lessons, for example due to suspension of electricity, water supply by city utilities, due to adverse weather conditions, switching to online education as required by Government agencies;
  - shortening the academic term or extending holidays;
  - release of the Pupil from lessons before the end of an academic term due to exams.
- 8) The School accepts all payments only in non-cash form.
- 9) When making a payment of school fees via bank transfer, the Parent/Payer shall indicate invoice number, purpose of payment, forename, and last name of the Pupil. If these requirements are not met, the School shall have the right to return the payment to the sender. In this case, the Parent/Payer is deemed to have failed to fulfil his/her obligation until the payment is duly made and accepted by the School.
- 10) The Parent shall pay commission and bank transfer charges related to all payments to the School at his/her own expense and shall be liable for the performance of his/her bank.

- 11) In case of payment by the Parent / Payer of the amount less than stipulated by the Fee, the School shall have the right to accept the specified amount as an advance payment. The penalty for late payment is applied only to the part of the Fees that are paid later than the Due Date.
- 12) The School shall provide food to the Pupil which is an integral part of the educational process.
- 13) The School shall issue an invoice for the provided services upon request within the time period set by tax legislation of Republic of Kazakhstan.

## **II. RIGHTS AND OBLIGATIONS OF THE SCHOOL**

### **IV.1. The School shall be obliged to:**

- 1) Provide the Pupil with access to learning resources including School library, textbooks and practice materials, computers, and sports equipment.
- 2) Provide the Parent with the Pupil's academic progress at the end of each academic trimester.
- 3) Register the Pupil who completed Year 11 to sit for the final exam International General Certificate of Secondary Education (IGCSE), provided that the Parent has paid the exam fee by the date set by the School.
- 4) Register the Pupil who completed Year 13 to sit the International Baccalaureate Diploma provided that the Parent has paid the exam fee by the date set by the School.
- 5) After receiving the results of external testing from the Examination Commission, to send the results to the Parent.

### **IV.2. The School shall have the right to:**

- 1) Establish the duration, start and finish of the academic year, determine educational programmes and form of teaching, appraisal systems, forms, manner, and periods of testing of the Pupil.
- 2) Provide incentives and take disciplinary actions, including temporary suspension from lessons as stipulated in the Parent Handbook.

- 3) Suspend the provision of Services in the case of delay in payment of the Fees by the Parent.
- 4) Prohibit entry of the Parent's car to the parking area in case the Parent violates parking, pick up, drop off, vehicle movement rules or safety procedures in and around the territory adjacent to the School's building.
- 5) Require the Pupil to re-sit the academic year with repeat of that year's curriculum, if the Pupil's academic progress is below the level required for transfer to next form. In such case the School shall send a letter from Headmaster to the Parent's electronic mail not later than the **1<sup>st</sup> of May** of the year preceding the re-sit academic year.
- 6) Terminate the Agreement in the manner and under conditions specified in Section VII of the TERMS.

### **III. RIGHTS AND OBLIGATIONS OF THE PARENT**

#### **V.1. The Parent shall be obliged to:**

- 1) Provide the School with the Pupil's medical documents and school reports from previous schools before the Agreed Joining Date.
- 2) Ensure the Pupil attends lessons in accordance with the schedule. Immediately notify the School of absence caused by any reason.
- 3) Collect the Pupil from School immediately after the end of lessons or School Co-Curriculum Activity.
- 4) Regularly check the e-mail address specified in the Agreement.
- 5) Immediately inform the School of any change in the Parent's and/or the Pupil's personal and/or contact data indicated in the Agreement. In case of delay in notification of a change of the Parent's and/or the Pupil's personal and/or contact data, the School is not responsible for the failure of the Parent to receive mails, emails, SMS notifications and other information from the School.
- 6) Pay the Fees in accordance with the established Payment Terms.
- 7) Be polite to the School staff and other members of the School community.
- 8) Observe the rules set out in the Parent Handbook, safety rules, parking, pick-up / drop-off of people from vehicles on the territory of the School.

## **V.2. The Parent shall have the right to:**

- 1) Receive information on the Pupil's progress, conduct and attitude towards study in general and in specific subjects of curriculum.
- 2) By prior agreement, make appointments with the relevant School staff to discuss issues related to education.
- 3) Make suggestions for improving the School activities.
- 4) Terminate the Agreement in the manner and on the conditions set out in Section VII of the TERMS.

VI.2. Notifications from the School to the Parent are considered received by the Parent (regardless of whether the Parent read or understood it) if such notification was sent to the Parent's address stated in the Agreement, or handed to the Parent in person or sent to the Parent's electronic address or sent to the Parent's mobile phone as SMS.

## **IV. PROCEDURE OF TERMINATION OF THE AGREEMENT**

VII.1. The Parent shall have the right to terminate the Agreement unilaterally for any other reason by sending the School a written notice of termination of the Agreement at least 90 (ninety) calendar **days prior to the Pupil's Leave Date**. If the was Leave notice received after the deadline specified by this clause, the School shall charge a penalty for late notice stipulated in section IX of the TERMS.

VII.2. The School shall have the right to terminate the Agreement unilaterally in the following cases:

- a) in case of single serious misconduct performed by the Pupil or continuous unacceptable behaviour of the Pupil.
- b) in case the Parent delays the payment of School Fees by more than 30 (thirty) calendar days. Notification of termination of the Agreement under the reason indicated in this point, shall be sent to the email address of the Parent specified in the Agreement 10 (ten) days prior to the date of termination.

## **V. CONFIDENTIALITY**

VII.1. The Parties agreed to maintain confidentiality of the following information (hereinafter - Confidential Information): personal data of Pupils and their Parents, contact details, e-mail addresses of Pupils and their Parents and any other information, regardless of its form, related to or appeared in connection with the Agreement and the TERMS which is disclosed to the Parties or becomes available to them.

- VII.3. By signing the Agreement, the Parent shall transfer to the School the right to use photographs and images of the Pupil, including digital images, videos obtained in the process of photographing or video filming (shooting) conducted by the School / for the School which will not be classified as Confidential Information, and the School shall have the right to use them in order to promote the School: in advertising brochures, on the School's website, on social networks, on official pages of the School, other media and / or for educational purposes as part of the curriculum or Co-curricular activities and / or in printed literature and other publications issued by the School.
- VII.4. If the Parent does not want the School to use photographs and other images of the Pupil in advertising and other materials of the School, the Parent shall immediately send notification in accordance with Section VI of the TERMS.
- VII.5. The School shall have the right to control the use of Internet, e-mail and mobile electronic devices by the Pupil and prohibit the Pupil from using mobile phones and other electronic devices on the territory of the School.
- VII.6. The School shall collect, process, store and protect personal data of the Pupil and the Parent in compliance with the legislation of the Republic of Kazakhstan "On Personal Data and Their Protection" and ensure the confidentiality and protection of personal data. By signing the Agreement, the Parent shall give his/her consent to collect and process personal data of the Pupil and the Parent.
- VII.7. The Parties shall agree to use Confidential Information only to fulfil their obligations under the Agreement and the TERMS, not to disclose Confidential Information to any person or in the presence of any person, except the School staff who need such information to fulfil their work duties.
- VII.8. In case of disclosure or dissemination of Confidential Information of the other Party by any of the Parties, the guilty Party will be obliged to compensate for the losses incurred by the other Party as a result of disclosure of such information and will be liable under the legislation of the Republic of Kazakhstan. These requirements shall not apply when the Party that disclosed the Confidential Information proves that (i) such disclosure was a requirement of the applicable legislation of the Republic of Kazakhstan, or (ii) disclosure of Confidential Information was made after the written approval of the other Party

## **VIII. FORCE MAJEURE**

- VIII.1. The Parties shall not be liable for full or partial failure to fulfil obligations under the Agreement and the TERMS if they prove that proper fulfilment was impossible due to extraordinary and unavoidable circumstances beyond their control, such as natural phenomena, military activities, riots, strikes, acts of terrorism, outbreaks of epidemics or pandemics, decision by a public authority that caused impossibility to execute the Agreement (hereinafter – "Force Majeure") provided that such Party has done everything in its power to fulfil its obligation.

VIII.2. The Party for which the proper fulfilment of obligations was not possible due to Force Majeure is obliged to notify the other Party indicating the estimated duration and their reasons accompanied by a document issued by an authorized state body or competent authority to prove the Force majeure circumstances and to take all possible actions to reduce losses or damage to the other Party and restore its ability to fulfil its obligations under the Agreement and its TERMS.

VIII.3. The time for fulfilment of obligations under the Agreement and the TERMS shall be extended to the period that Force Majeure circumstances were in force and the consequences caused by these circumstances. If impossibility of full or impartial fulfilment of the obligations by the Parties under the Agreement due to Force Majeure exists for more than 60 (sixty) calendar days, then the Party that received the notification of the onset of Force Majeure shall have the right to terminate the Agreement unilaterally.

#### **IX. LIABILITY**

IX.1. Solely upon termination of the Agreement, the School shall have the right to withhold a penalty for late notice in amount of 100% of the Guarantee Payment.