

Terms and Conditions

British School is a leading British International School in the Middle East. We are the only School in the Sultanate of Oman with a Royal Charter, granted in 1973 by His Majesty Sultan Qaboos bin Said.

We are a not-for-profit, co-educational, British international day School that provides a comprehensive and balanced education to all our students.

Please read these terms and conditions carefully before you accept our offer of a place at the School for your child. These terms and conditions tell you who we are and how and on what basis the School will provide the Services.

1. Definitions

“Acceptance and Conditions of place” means the form provided by the School for parents to complete when accepting a place for their child at the School;

“Child” means a child of whatever age admitted by the School, also referred to as Student.

“Complaints Procedure” means the School’s procedure for handling complaints from parents;

“Deposit” The deposit will be returned upon the student’s departure provided a Leavers Form is submitted one month in advance, all School resources are returned, and all accounts are settled.

“Education Services” means the School’s provision of learning to your child, regardless of the medium of delivery (including in-person and online learning);

“Fees” means the School Fees plus any and all Specified Charges;

“Infrastructure Fee” means a non-refundable fee used for the long-term development of School facilities, technology and capital infrastructure.

“Principal” means the person appointed by the Governors to lead and manage the School, including any authorised delegate;

“Services” means all the services to be provided by the School;

“Student” means a child of whatever age enrolled in the School, also referred to as "Child".

“Term” means a term of the School calendar;

“We” or the **“School”** means the legal entity of British School, CR Number 1336942;

“You” or the **“Parents”** means each person who has signed the Conditions of Place as a holder of parental responsibility for the child.

2. Our contract with you

- 2.1. The Acceptance and Conditions of place, Home School Agreement, Schedule of Fees and these terms and conditions form the terms of the contract

between you and the School.

- 2.2. Periodically, we may require the submission of such documentation as is deemed necessary to facilitate a comprehensive and satisfactory verification of your identity or credentials such as::
 - 2.2.1. Your identity;
 - 2.2.2. Your child's identity;
 - 2.2.3. That you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - 2.2.4. Your child's right to enter, live and study in the Sultanate of Oman;
 - 2.2.5. The legitimate source of funds you are using to pay the Fees;
- 2.3. You must inform the School of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the Sultanate of Oman), or to update information about you or your child that has previously been notified to the School (including information about your child's health / medical conditions , disability and special educational needs) including relevant contact details.

3. Acceptance and Deposit

- 3.1. An offer of a place for your child at the School is accepted by submitting the completed Acceptance and Conditions of place form and paying the reservation fee.
- 3.2. To secure a place at the School, a Reservation Fee is due within 14 days of an offer. This fee is credited toward the first term's tuition fees. The full value of the reservation fee is forfeited if the student does not take up the offered place.
- 3.3. A refundable deposit will be invoiced along with the first term's fees. This will be returned upon the student's departure provided a Leavers Form is submitted one month in advance, all School resources are returned, and all accounts are settled. Any deposit that is not returned will form part of the general funds of the School.
- 3.4. Entry into the School and continuance of learning at the School thereafter are at all times subject to the approval and discretion of the Board of Governors who delegate this authority to the Principal.

- 3.5. Admission is conditional upon parental agreement that students will participate fully in the curriculum and related learning activities.

4. Fees

- 4.1. The schedule of fees covers the provision of education services and is reviewed annually by the Board of Governors. Notice of an increase in the Fees will be sent to you in April before the increase is to take effect.
- 4.2. The Specified Charges are payable in respect of each Service excluding Education Services. Some Specified Charges are optional, and others are not optional.
- 4.3. There will be supplemental charges for School residential trips, some after School activities and for examinations (including GCSE, A/S, BTEC, A Levels), which will include the cost of postage and invigilation. Additional postage charges will be made for return of scripts, university admissions and the submission of Common Entrance papers. Please note that this list is not exhaustive and other unforeseen charges may arise throughout the year.
- 4.4. Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes.
- 4.5. You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses.
- 4.6. Each person who signs the Acceptance Form is jointly and individually liable for the full payment of all fees and supplemental charges.
- 4.6.1. Where fees are to be paid by a third party (for example, an employer, embassy, or other sponsor), such arrangement does not relieve any signatory of their primary legal responsibility unless the School has expressly agreed otherwise in writing.
- 4.6.2. The School may, at its discretion, accept payment from a third party and may request a separate written undertaking or letter of acknowledgment from that party confirming its intention to pay the fees. Any such acknowledgment is for administrative convenience and clarity only and does not create a contractual obligation on the part of the School to rely solely on that third party for payment, nor does it limit or extinguish the liability of any signatory unless explicitly agreed in writing.
- 4.6.3. Accordingly, unless the School has formally confirmed in writing that it will look exclusively to a third party for payment, it reserves the right to seek settlement of any outstanding amounts from any or all

signatories, irrespective of any third-party payment arrangements.

- 4.7. A parent may be removed from their payment responsibility under this contract but that parent must have obtained the prior written consent of both the School and the other parent who has signed the Acceptance and Conditions of Place before submitting such notice. Separately, the School may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.
- 4.8. Fees are charged termly and must be paid in full on or before the first day of each term. Invoices will be sent to the registered fee-payer in advance.
- 4.9. The School may agree that the Fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments.
- 4.10. If you do not make any payment to the School by the due date the School reserves the right to;
 - 4.10.1. Suspend educational services and refuse to allow your child to participate in or receive the relevant service, this may include external examinations.
 - 4.10.2. Withhold references, certificates and reports
 - 4.10.3. Late payments may incur interest charges. Interest shall accrue on overdue amounts at a rate of 5% per annum, calculated daily and notified to the payer in writing or in the relevant invoice.
 - 4.10.4. In cases of persistent non-payment, the School may pursue legal action.
 - 4.10.5. Charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or terminate this contract
 - 4.10.6. Inform any other School or educational establishment, to which you propose to send your child, of any non-payment or late-payment.
 - 4.10.7. If fees remain outstanding at the end of the academic year your child will not be allowed to continue into the next School year until the fees have been settled.

- 4.11. Fees will not be reduced or refunded as a result of absence due to illness or otherwise, nor in the event of an unforeseen School closure.
 - 4.11.1. If your child is required to stay at home for these reasons, or during periods of study leave before, during, or after examinations, no reduction of Fees will be made.
 - 4.11.2. Furthermore, no refunds or fee adjustments will be granted if your child leaves before the end of the term.
- 4.12. The School reserves the right to allocate any payments received to your account at its sole discretion. This includes the authority to apply funds intended for one child toward the outstanding balance or unpaid account of any other child you have enrolled at the School.
- 4.13. The School reserves the right to treat any payment returned unpaid, whether by cheque or direct electronic transfer, as a formal breach of the Terms and Conditions. Please be aware that issuing a cheque that is subsequently dishonoured may be considered a legal offence under local law in the Sultanate of Oman. Should the outstanding balance remain unpaid after 21 days from the date of notification, the School may initiate formal legal recovery procedures. This includes, but is not limited to, reporting the matter to the Royal Oman Police (ROP) and relevant judicial bodies for debt recovery. During this period, the School further reserves the right to suspend the student's participation in educational programmes and withhold official records until the account is settled in full.

5. Notice Requirements

- 5.1. A minimum of thirty (30) days' written notice must be given to the School prior to the end of a term where a student is to be withdrawn at the end of that term. Subject to compliance with this requirement and all other applicable conditions, the contributory deposit will be refunded in accordance with these Terms and Conditions.
- 5.2. Where a parent or guardian wishes to withdraw a student during the course of a term, the School must be given as much written notice as reasonably possible and, in any event, not less than thirty (30) days' written notice. Fees are calculated and charged on a termly basis and reflect the School's commitment of resources for the full term. Accordingly, no refunds, credits, or fee adjustments will be made in respect of any fees where a student withdraws or otherwise ceases to attend before the end of a term, and all fees for that term shall remain due and payable in full.
- 5.3. Without prejudice to clause 5.2, if the required notice is not provided, the School reserves the right to retain all or part of the contributory deposit and/or

charge fees in lieu of notice.

- 5.4. In addition to the notice requirements above, a minimum of ten (10) School working days' notice is required to enable the School to prepare exit documentation. This is an administrative requirement only and does not replace or reduce the formal notice periods set out in this clause.

6. Excluding and Removing Students from School

- 6.1. The Principal, or in their absence the acting Principal, may in his or her discretion, permanently exclude your child from the School if they consider that your child's conduct or behaviour (including behaviour or conduct outside School or online) is unsatisfactory and that exclusion (whether permanent of fixed term) is in the School's best interests and/or those of your child or other children.

- 6.2. Instead of fixed term exclusion or permanent exclusion, the Principal may in his or her discretion require you to remove your child from the School if the Principal considers that:

6.2.1. Parent conduct

Your behaviour or conduct (or the behaviour or conduct of one of you):

- 6.2.1.1. Be deemed unreasonable or in breach of the expectations set out in the Home School Agreement or other school policies
- 6.2.1.2. Results in an irreparable breakdown of trust and confidence between parties
- 6.2.1.3. adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff;
- 6.2.1.4. Brings (or is likely to bring) the School into disrepute within the wider community; or
- 6.2.1.5. Constitutes a material breach of the obligations set forth in this contract

6.2.2. Student conduct

- 6.2.2.1. Your child's attendance and/or progress at the School is unsatisfactory
- 6.2.2.2. Academic concerns
- 6.2.2.3. Separate to the Principal's discretion to suspend or exclude your child, your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory and/or the required removal is in the School's best interests and/or those of your child and/or of other children

- 6.3. Should the Principal exercise his or her right to temporarily or permanently exclude your child or ask you to remove your child, you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded or removed;
- 6.4. In respect of exclusions and required removals, the deposit will be forfeited and retained by the School. Any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.
- 6.5. This contract will terminate with immediate effect if your child is permanently excluded or if you are required to remove your child from the School and the School will stop providing the Services.
- 6.6. You are entitled to have any decisions taken by the School and/or Principal to exclude or require the removal of your child reviewed. Parents have an opportunity to appeal following the exclusion hearing. The Pupil Disciplinary SubCommittee will be in place to hear a parental appeal against the outcome of the Exclusion Hearing as per School Policy.

7. Progression at School

- 7.1. Very occasionally, as a student progresses through one year group, it may become apparent that they are not making sufficient progress. The School reserves the right to prevent progression to the next year group or key stage until it is deemed that the student is able to access that curriculum adequately.
- 7.2. Similarly, as a student progresses through the School, it may become apparent that we are not able to provide the most appropriate educational setting that is in the best interests of the student.
- 7.3. In both cases, the School reserves the right to withdraw the offer of a place. In this rare event parents will be thoroughly consulted; however the final decision rests with the School. If the offer of a place is withdrawn, the contract will terminate either at the end of a term or the end of an academic year.

8. Insurance

- 8.1. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of Fees due to absence of your child or closure of the School premises.

9. References

- 9.1. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer.
- 9.2. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about him/her is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

10. Personal Data Protection Law (PDPL) Oman

- 10.1. The School will process and store personal data about you and your child in accordance with Oman PDPL.
- 10.2. We will process such personal data:
 - 10.2.1. to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;
 - 10.2.2. to perform our obligations under this contract and where otherwise reasonably necessary for the School's purposes;
 - 10.2.3. We store and process you and your child's data internally and on protected cloud services. By consenting, you permit us to process and store this data on servers located inside and outside of Oman.
 - 10.2.4. The School is required by the Ministry of Education to indefinitely retain the following records: basic records, such as name and date of birth; academic results; behavioural data; attendance records; safeguarding information.
 - 10.2.5. Your child's working data (including Google Drive, Gmail, and Google Classroom content) will be:
 - 10.2.5.1. No longer accessible by your child on the day they leave the School.
 - 10.2.5.2. Retained for a period of time in accordance with JCQ moderation guidelines, typically 3 months - 1 year.
 - 10.2.5.3. Permanently removed from our systems following the retention period.

- 10.2.6. Access to working data cannot be granted to an ex-student or their parents after the student has unenrolled from the School.
- 10.2.7. To maintain academic integrity we cannot provide copies of coursework directly to ex-students who may be engaged in a multi-year course.
- 10.3. The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use and use of social media. We may do this for ensuring compliance with Policies or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- 10.4. You and, where appropriate, your child have rights in relation to personal data under the Oman Personal Data Protection Law. Further information about these rights and how they may be exercised is set out in the PDPL Policy.
- 10.5. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

11. Intellectual Property Rights

- 11.1. All intellectual property rights in materials created by a student shall remain vested in the student (or their parent or guardian where applicable)
- 11.2. By enrolling at the School, the student (and their parent or guardian where applicable) grants to the School a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, adapt, publish and display any materials created by the student for the purposes of:
 - 11.2.1. the School's educational activities;
 - 11.2.2. internal administration; and
 - 11.2.3. the School's reasonable promotional and marketing activities, provided that such use is appropriate and in keeping with the School's policies
- 11.3. Where materials are created jointly by a student and the School (or its employees), each party shall retain ownership of its respective contribution. Each party grants to the other a non-exclusive, royalty-free licence to use such materials for educational and non-commercial purposes. The School may also use such materials for reasonable promotional purposes.
- 11.4. The School shall not commercially exploit a student's work (other than for the purposes set out above) without the prior written consent of the student and, where applicable, their parent or guardian, unless otherwise expressly agreed

in writing.

- 11.5. This clause does not affect the student's moral rights in their work, subject to any consent provided by the student (and their parent or guardian where applicable) for the uses described above.

12. Changes in Ownership of the School

- 12.1. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

13. Ending this Contract

- 13.1. In addition to where this contract is terminated automatically as a result of an exclusion or required removal, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or Fees to you, if:
- 13.1.1. you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
 - 13.1.2. you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the School to your child (such as misrepresenting at any point in time that your child is legally entitled to enter and study in the Sultanate of Oman when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);
 - 13.1.3. you fail or refuse to provide us at any time with information we require; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend School until the relevant satisfactory information has been provided;
 - 13.1.4. you (or either of you):
 - 13.1.4.1. are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
 - 13.1.4.2. repeatedly or persistently fail to pay the Fees when they fall due for payment;
 - 13.1.4.3. are otherwise unable to pay your debts as they fall due; or

- 13.1.4.4. are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement;
- 13.1.5. you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Principal's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract.
- 13.2. For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's Schooling. This may be at the end of Year 11 if your child does not meet any requirements imposed by the School under for entry to the sixth form.
- 13.3. It may become apparent that the School is not able to provide the most appropriate educational setting that is in the best interests of the student. In this rare event parents will be thoroughly consulted. The final decision rests with the School.
- 13.4. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Fees.

14. Force Majeure

- 14.1. A "Force Majeure Event" refers to any circumstance beyond the reasonable control of the School or the Parents, such as natural disasters, acts of war, pandemics, or government-mandated closures.
- 14.2. The School's primary commitment is the delivery of educational services. In the event of a campus closure due to a Force Majeure Event, the School will transition to Online Learning.
- 14.3. For the duration that Online Learning is provided:
 - 14.3.1. The School shall be deemed to be fulfilling its contractual obligations.
 - 14.3.2. Full fees remain payable according to the agreed annual or termly schedule.
 - 14.3.3. Standard notice periods and fee liabilities continue to apply in their entirety.
- 14.4. Should the School be unable to provide any form of education (including Online Learning) for a continuous period exceeding 30 school days within a

Term:

14.4.1. The Parents' obligation to pay fees shall be suspended for the remainder of the total closure period.

14.5. If such a total interruption of service exceeds 60 school days within a Term, either party may terminate this agreement with immediate effect by providing written notice. In this specific instance, the standard term's notice requirement and any further fee liability for that term will be waived.

15. Communications between you and the School

15.1. Email is our main form of communication. You must ensure that you notify the School of any change in email address or contact details.

15.2. The School will not accept responsibility if the contact details that you have provided are either not correct or out of date.

16. The Law that applies to this contract and where legal proceedings may be brought

16.1. The contract between you and the School is governed by Sultanate of Oman Law and either you or the School must bring legal proceedings in respect of this contract in the Omani courts.

16.2. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later, on a separate occasion or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

17. Changes to these Terms and Conditions

17.1. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

18. Signature

Student's name:

Age / Year group:

We/I confirm that:

- A. no one else holds parental responsibility for him or her;
- B. we, as holders of parental responsibility for the child named above, live together / separately at the address(es) shown below and we agree to notify the School immediately of any change of address or to our family circumstances;
- C. neither of us are in arrears on the payment of any fees or charges owing to our child's current or previous School;
- D. there are no court orders in place in respect of our child;
- E. any information about us and/or our child that has previously been notified to the School (including information about our child's health / medical conditions, disability and special educational needs) is and remains complete and accurate;
- F. We/I, and the School enter into a legally binding contract, upon these terms and conditions.

Parent / Guardian 1 -

Full Name:

Parent Signature:

Date:

Relationship to child:

Oman ID number

Mobile number

Whatsapp number:

Email address:

Parent / Guardian No.2 -

Full Name:

Parent Signature: _____ Date: _____

Relationship to child:

Oman ID number

Mobile number

Whatsapp number:

Email address:

Each person with parental responsibility for the child is required to sign this Form. The School will normally treat any instruction, authority, request or prohibition received from one parent as having been given on behalf of both parents and therefore on behalf of all those with parental responsibility for the child.