ACCEPTANCE FORM

***IMPORTANT* – Before signing this Acceptance Form you should read the *terms and conditions* attached to this Acceptance Form.**

We accept the offer of a place at the School for

with effect from the beginning of the first term 2026. We acknowledge that the Enrolment Fee (or Re-Enrolment Fee, as applicable) is paid to secure our child's place at the School. We understand and accept that the Enrolment Fee (or Re-Enrolment Fee, as applicable) may not be refundable under specific circumstances set forth herein in the event of withdrawal. To the extent applicable, we further acknowledge that the deposit is paid as security to secure performance of your obligations under this Contract.

By signing this Acceptance Form we confirm that:

(a) all holders of parental responsibility[1] for the child named above have signed this Acceptance Form and that no one else holds parental responsibility for him or her;

(b) we, as holders of parental responsibility for the child named above 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) unless otherwise notified to the School in writing before signing this Acceptance Form:

(i) there are no court orders in place in respect of our child;

(ii) we have disclosed all required information about us and/or our child to the School (including information about our child's health / medical conditions, disability and special educational needs as part of the School's registration and admissions process) and such information is and remains complete and accurate; and

(iii) If applicable, our child has the right to enter, live and study in Spain and, if applicable, we have made appropriate arrangements for our child's visa application, travel, reception, living and care in Spain.

[1] Under Spanish Law, a parent in relation to a child includes: (i) the child's parent; (ii) any person who is not the child's parent but who has parental responsibility for them; and/or (iii) any person who has care of the child. If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice.

IMPORTANT – ***when you sign this Acceptance Form and pay any amounts due to the School under this Contract, including the Enrolment Fee (or Re-Enrolment Fee as applicable) and the deposit (as applicable), you and the School enter into a legally binding Contract, upon the School's terms and conditions and any School documents specifically identified throughout the School's terms and conditions.***

By signing this Acceptance Form you confirm that you have been provided access to and that you have read, fully understood and agree to be bound by all the terms, conditions, prices, rights and obligations outlined hereinunder, including, but not limited to, these terms and conditions and the Schedule of Fees.

If you subsequently change your mind and decide to withdraw your child before he or she takes up their place, you may lose your Enrolment Fee (or Re-Enrolment Fee, as applicable) and, to the extent applicable, the deposit may be used to cover fees in lieu of notice – see Clause 3 of the terms and conditions for more information about this.

Signed by:	**Signed by:**
…… (*signature*)	…… (*signature*)
…… (*print name*)	…… (*print name*)
…… (*date*)	…… (*date*)
…… (*relationship to child*)	…… (*relationship to child*)
• *Tick here to confirm this signatory has parental responsibility for the child*	• *Tick here to confirm this signatory has parental responsibility for the child.*

PLEASE NOTE:

Each person with parental responsibility for the child is required to sign this Acceptance Form though DocuSign *(to be removed when Parents sign in person at the School).* ***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.***

An exception to this is a notice of withdrawal of the child from the School (or of change of your child's place at the School, as applicable) – which must be signed by all those with parental responsibility for the child.

TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide the Services (as defined below).

Why you should read them. 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.

If you think there is a mistake in these terms and conditions, or if anything is unclear or you would like to have something further explained to you, then please contact with the administration department to discuss.

1. Definitions

1.1 *Meanings of some words and phrases we use in these terms and conditions*. In these terms and conditions:

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**Board and Lodging**" means, for boarders, the School's provision of accommodation for your child and includes any meals served as part of our boarding provision. The Fees due for Board and Lodging are set out in the Schedule of Fees;

"**Brochure**" means the list of extracurricular activities offered by the School, along with their respective prices. A copy of the Brochure is available at the School's and can be provided upon request at the School;

"**Child**" means a child of whatever age admitted by the School, and includes any pupil aged 18 or over;

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time. A copy of the most up-to-date Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request;

"**Contract**" has the meaning given in Clause 1.3 below;

"**Direct Debit Authorization**" means the form provided by the School for parents to complete and sign electronically, granting express authorization to the School to collect the Fees upon their child's acceptance into the School. If Direct Debit Authorization is for some reason impossible to comply with, an exception request explaining the reason must be made by e-mail addressed to CFO.Spain@inspirededu.com. Any change to the bank account details must be immediately notified to the School;

"**Deposit**" means the amount referred to as the deposit in the Acceptance Form

"**Education Services**" means the School's provision of classes and lessons to your child;

"**Enrolment Fee**" means the fee paid upon signing the Acceptance Form to secure your child's place at the School. This fee includes processing and administration costs. For clarity, this fee may be non-refundable under specific circumstances as set forth herein. The amount of the fee is specified in the Schedule of Fees. / "**Re-Enrolment Fee**" means the fee paid upon submission of the re-enrolment request to renew your child's enrolment and secure their place in the School for an additional academic year. This fee includes processing and administration costs. For clarity, this fee may be non-refundable under specific circumstances as set forth

herein. The amount of the fee will be informed when parents are asked to confirm the place for the child for the following academic year;

"**Fees**" means the School Fees plus any and all Specified Charges, being the total amount payable by you to the School for the Services provided;

"**Fees in Lieu of Notice**" means a term's School Fees plus any non-optional Specified Charges, calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1;

"**Head**" means the person responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Parental Responsibility**" means the child's parent or any person who has all the rights, duties, powers and responsibilities and authority which by law a parent of a child has in relation to the child;

"**Schedule of Fees**" means the list setting out the price for each of the Services, a copy of which is available on the School's website and from the School at any time upon request;

"**School**" means the school named La Miranda – The Global Quality School;

"**School Fees**" means the fees for the provision of Education Services and for Board and Lodging (if applicable), as set out in the Schedule of Fees;

"**School Rules**" means the body of rules and policies of the School which set out our expectations concerning the conduct and behaviour of our pupils and parents (including the *Parent Code of Conduct*), as may be amended from time to time. A copy of the documents comprising the School Rules is available from the School at any time upon request.

"**Services**" means all the services to be provided by the School on the terms and subject to the conditions of this Contract, including Education Services and Board and Lodging (if applicable) (which are covered by the School Fees) and any other services (which are covered by a Specified Charge).

"**Specified Charges**" means the charges for each Service excluding Enrolment and Re-Enrolment Fees, Education Services and Board and Lodging (if applicable), as set out in the Schedule of Fees;

"**Term**" means a term of the School as published on the School's website. For clarity, the School academic year is divided in three terms;

"**a Termination Notice**" means at least 3 months' **written** notice of withdrawal of the child from the School (or of a change to your child's place at the School, e.g. from boarding to day student as applicable) signed by both persons with Parental Responsibility. For the avoidance of doubt, termination will only become effective at the end of the calendar month to which the 3 month notice period relates. For example: a notice given on 15 September will take effect on the last day of December, and a notice given on 15 December will take effect on the last day of March, and so forth;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions we sometimes provide illustrative examples by using the words "**for example**", "**includes**" or "**including**", which are not exclusive or limiting examples of the matter in question.

1.2 *Who we are*. We are MIRAN S.A, a company registered in Spain. Our company identification number is A08449506, and our registered office is at Avenida de Burgos, 12B - 16ª planta ; 28036 Madrid, Spain.

1.3 *Our Contract with you*. The **Acceptance Form**, the **Schedule of Fees**, these **terms and conditions** as well any other School documents specifically identified throughout these terms and conditions (as in each case may be amended from time to time), including, but not limited to, the Complaints Procedure and the Parents Code of Conduct, form the terms of the **contract** between you and the School (the "**Contract**"). It is not intended that the terms of this Contract will be enforceable by your child or by any other third party.

2. Acceptance, Enrolment/Re-Enrolment Fee and Deposit - Deposit (Not applicable at La Miranda – The Global Quality School)

2.1 *How you accept our offer of a place*. An offer of a place for your child at the School is accepted by you submitting the completed Acceptance Form and paying any amounts due to the School under this Contract, including the Enrolment Fee (or Re-Enrolment Fee as applicable) and the deposit (as applicable).

2.2 *The status of the deposit*. To the extent applicable, the deposit will be held as security to secure performance of your obligations under this Contract. The deposit remains your property and does not form part of the general funds of the School unless and until it is applied or forfeited in accordance with this Contract. Subject to Clause 2.3, the deposit (together with any accrued interest) will be returned to you on your child's leaving.

2.3 *Circumstances where the deposit will not be returned to you.* You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:

2.3.1 you fail to pay the School's final invoice;

2.3.2 you owe the School fees in lieu of notice (whether in accordance with Clause 3.1 or Clause 5.1);

2.3.3 your child does not take up their place at the School, in accordance with Clause 3;

2.3.4 your child is excluded or required to be removed from the School, in accordance with Clause 7.4.2; and/or

2.3.5 the School terminates the Contract, in accordance with Clause 14.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it deals with what you need to do if you wish to withdraw your acceptance of a place and what happens if you withdraw at that stage.*

3. Withdrawing your Acceptance of a Place

3.1 *Notice to withdraw your acceptance of a place*. Upon acceptance of a place for your child at the School, you will have a period of fourteen (14) calendar days during which you may unilaterally exercise your right to withdraw your acceptance of a place.

3.2 *If we receive notice during the withdrawal period*. If you provide notice in accordance with Clause 3.1, you will be refunded any amounts paid to the School upon acceptance of a place for your child at the School, in accordance with the applicable laws, and no fees in lieu of notice will be payable.

3.3 *If we do not receive notice during the withdrawal period*. **If you do not provide us with notice in accordance with Clause 3.1 (or if no notice is provided at all) the Enrolment Fee will not be refunded and fees in lieu of notice may be payable, in which case, to the extent applicable, we may use the deposit to cover fees in lieu of notice.** The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start. As an exception, if the School actually fills the specific place created by your child's withdrawal, no fees in lieu of notice will be payable. To the extent applicable, the School will refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs, which, in any event, shall be borne by you. The School will use reasonable efforts to fill the specific place created by your child's withdrawal, with no guarantee of being able to fill such vacancy.

3.4 *Confirmation of re-enrolment and notice to withdraw confirmation of re-enrolment for the following academic year*. During the second term of each academic year, parents receive documentation regarding re-enrolment/reservation of a place and Fees for the following academic year.

Completion of the documentation required by the School for re-enrolment and payment of the Re-Enrolment Fee within the deadline established by the School (i.e. no later than 15th March) means securing the place of the child at the School for the following academic year, unless the School denies the request on justified grounds, including, but not limited to, disciplinary reasons and/or non-payment of Fees. Failure to complete the documentation required by the School for re-enrolment and payment of the Re-Enrolment Fee within the deadline established by the School (i.e. no later than 15th March) means that you renounce to a reservation of a place for your child at the School for the following academic year.

Upon payment of the Re-Enrolment Fee, you will have a period of fourteen (14) calendar days during which you may unilaterally exercise your right to withdraw your confirmation of re-enrolment for the following academic year, in which case you will be refunded the Re-Enrolment Fee. **If you do not provide us with notice in accordance with this Clause (or if no notice is provided at all) the Re-Enrolment Fee will not be refunded.**

4. School Fees, Specified Charges and Payment

4.1 *School Fees*. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services and Board and Lodging (if applicable).

4.2 *Specified Charges*. The Specified Charges are payable in respect of each Service excluding Education Services and Board and Lodging (if applicable). Some Specified Charges are optional, and others are not. Please see the Schedule of Fees for further information. Any and all Services which are optional are supplied independently from each of the other Services.

4.3 *VAT and applicable taxes*.

4.3.1 All of the Fees in the Schedule of Fees are inclusive of VAT (if applicable) and any other applicable taxes.

4.3.2 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, unless we are entitled to a credit or repayment from Spanish Tax Authorities in respect of that VAT.

4.3.3 If the School at any time assesses (or Spanish Tax Authorities at any time determine) that any of the Services supplied by the School under this Contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it deals with your responsibility to pay the School Fees and Specified Charges.*

4.4 *Who is responsible for payment*. **Each of you is responsible for ensuring that all of the Fees are paid to the School. This is because our Contract applies to both of you together and each of you on your own**. In practice this means that if any of the Fees have not been paid then the School can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either of your responsibility for the Fees due under this Contract.

4.5 *How one parent can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this Contract*. 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 Form 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.

4.6 *How bursary and scholarship awards are treated*. A bursary/scholarship or other award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the reasonable opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award.

If your child has been awarded a scholarship/bursary which includes financial assistance (e.g., by way of fee remission), your responsibility will be to pay the amount of Fees due after taking account of that award. Where it appears likely to the Head that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification you give notice to withdraw your child from the School, no fees in lieu of notice will be payable by you.

4.7 *How the School Fees and the Specified Charges are charged and payment requirements*. The School Fees and the Specified Charges are charged on a monthly basis, regardless of the length of any term and regardless of your child's year group. **Each month's School Fees and Specified Charges shall be paid by you on the first day of the month (or as otherwise notified to you by the School) by Direct Debit or, if Direct Debit Authorization is impossible to comply with and you have submitted (and it was authorised) an exception request addressed to CFO.Spain@inspirededu.com, through our payment partner Flywire**. A fifteen euros (15€) administrative charge will apply each time the bank rejects the direct debit payment. Each invoice will be sent to you (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 4.5 above). **We may not allow your child to attend the School if you do not pay the School Fees and/or the Specified Charges on time**.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out what rights we have, and what action we may take, if the Fees are not paid in accordance with these terms and conditions.*

4.8 *Consequences of non-payment or late payment*. If you do not make any payment to the School by the due date for payment, we may:

4.8.1 refuse to allow your child to attend the School, participate in extracurricular activities, cancel the provision of the Services, withhold any references, and/or withdraw sponsorship of your child's Child Student or Student Visa (if applicable) while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this Contract under Clause 14;

4.8.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;

4.8.3 charge interest on the overdue amount at the statutory interest rate. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you;

4.8.4 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs);

4.8.5 to the maximum extent permitted by the applicable laws, inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment;

4.8.6 refuse the re-enrolment of your child; and or

4.8.7 terminate this Contract under Clause 14.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets our right to increase the School Fees and the Specified Charges during the course of your child's time at the School.*

4.9 *Our ability to increase the School Fees and the Specified Charges*. We will review the School Fees and the Specified Charges (usually annually) and may increase them. If we:

(i) give you notice of an increase to the School Fees and/or the Specified Charges before the end of the penultimate term before the increase is to take effect, you will have sufficient time to provide a termination notice without having to pay fees in lieu of notice; or

(ii) give you notice of an increase in the School Fees and/or the Specified Charges later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child by providing notice within twenty-one (21) days from the date when notice of the increase in the School Fees and/or the Specified Charges is given. If you provide this notice you will not need to give a termination notice or pay fees in lieu of notice.

4.10 *Fees will not be reduced or refunded due to your child's absence or the School's closure*. Fees will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home because we are providing Education Services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of Fees will be made in respect of any periods spent at home.

4.11 *Information on your identity and the source of funds*. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction and comply with mandatory provisions of law, including, but not limited to, anti-money laundering regulations:

4.11.1 your identity;

4.11.2 your child's identity;

4.11.3 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;

4.11.4 your child's right to enter, live and study in Spain;

4.11.5 the legitimate source of funds you are using to pay the Fees; and

4.11.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.

You must provide the School with the information and documentation we ask for.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out what period of notice we require from you if you wish to withdraw your child from the School, change the nature of your child's place at the School, or remove your child from participating in or receiving a Service for which there is a Specified Charge.*

5. Notice Requirements

5.1 *Notice to withdraw your child from the School*. **If you wish to withdraw your child from the School, you must give us a Termination Notice or pay to the School Fees in Lieu of Notice.** Those fees in lieu of notice will be charged at the applicable rate for the corresponding term (and not the rate for the term when you gave notice). For clarity, parents giving a Termination Notice are required to pay the Fees until effective withdrawal of the child from the School. To the extent applicable, the School may apply the deposit you have paid (without any entitlement to repayment under Clause 3.2 above) to cover any such Fees in Lieu of Notice.

5.2 In addition to the Termination Notice, you will be required to sign any associated off boarding documentation provided by the School in order to permanently remove your child from the School

5.3 *Notice to temporary withdraw your child from the School to study abroad.* The School may give the possibility for you to temporary withdraw your child from the School to study abroad for a minimum of one term and a maximum of one academic year. If your child will study abroad in a non-Inspired school, to guarantee a place at the School on your child's return, you must have paid the Enrolment Fee and the agreed Fees as required by the school while your child will study abroad. If your child will study abroad in an Inspired school, to guarantee a place at the School on your child's return, you must have paid the Enrollment Fee and the applicable fees pursuant to the Inspired Global Exchanges Policy (https://www.inspirededu.com/education-learning/global-exchange-programme) for the term during which your child will study abroad. If your child travels with the intention of studying abroad during a term and once there decides to extend the duration and return to the School during the following academic year, you must pay the Re-Enrollment Fee and give us a prior notice not shorter than the termination notice, so the School may be able to fill the vacancy for the remaining term of the academic year. The School may offer additional Services for students studying abroad, as set out in the Schedule of Fees.

5.4 *Notice to change your child's place at the School*. If you wish to change your child's place at the School from a boarding to a day place you must give a termination notice or pay to the School the difference between the School Fees for a boarding place and the School Fees for a day place as fees in lieu of notice, and at the applicable rate for the corresponding term (and not the rate for the term when you gave notice). All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the School's prior written consent. **(Not applicable at La Miranda – The Global Quality School)**

5.5 *The School's discretion to remove your child from boarding*. The School may in their discretion require you to remove your child from boarding and move them to a day place if the School considers that:

5.5.1 this is in the best interests of your child and/or other children and/or the School; and/or

5.5.2 the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or provide the nature or level of support required by your child within the boarding setting); and/or

5.5.3 your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that moving your child from a boarding to a day place is considered appropriate.

You will be charged the School Fees for your child's day place at the School with effect from the day your child is removed from boarding.

5.6 *When the relevant amount of fees in lieu of notice must be paid*. The appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

5.7 *Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge which is optional*. If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge and which is optional, you must give a notice of withdrawal to that effect at least twenty-one (21) days before the commencement of the relevant term during which the Service will be provided. If notice of withdrawal is not served in due time, you will be charged the term's Specified Charges for the relevant Service in which your child has ceased to participate or receive.

5.8 *Withdrawal part-way through a term does not reduce the amount you owe to the School*. It is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child's ceasing to participate in or receive a Service part-way through a term.

6. School Rules

6.1 *Compliance with the School Rules*. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you must ensure that your child attends School in accordance with our Attendance Policy, attends punctually, and that your child conforms to any rules of appearance, dress and behaviour we may issue.

6.2 *We may undertake drugs and alcohol testing of your child*. The School may, in exceptional circumstances and where there is a reasonable concern relating to safeguarding, serious misconduct, or the health and safety of pupils, request drug and/or alcohol testing of a pupil in accordance with the School's drug and alcohol policy and applicable law. Any such testing shall only take place with the prior specific and express consent of the parents or guardians in each individual case and in full compliance with the General Data Protection Regulation (GDPR) and other relevant legal provisions.

6.3 *Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media*. The School does not routinely monitor pupils' private communications or social media activity. However, where the School has a legitimate interest or there is a reasonable concern relating to safeguarding, serious misconduct, or legal obligations, the School may access or review relevant communications or digital activity strictly to the extent necessary and proportionate. Any such action shall be carried out in accordance with applicable data protection legislation and only with the prior specific consent of the parents or guardians, unless otherwise required by law.

6.4 *Valuables and Lost Material*. The School is not responsible for the child belongings or property if they are not put into the School's custody.

7. Suspension, Exclusion, Non-Re-Enrolment and Required Removal

7.1 *The Head's discretion to suspend or exclude your child from the School and to reject request for re-enrolment at the School*. The Head may in his or her reasonable discretion suspend or, in serious or persistent cases, exclude your child from the School and/or reject request for re-enrolment at the School if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside School or online) is unsatisfactory and/or the suspension, exclusion and/or rejection of re-enrolment is in the School's best interests and/or those of your child or other children.

7.2 *Where you can find examples of offences punishable by suspension, exclusion or rejection of re-enrolment*. The School Rules, (the School's Behaviour Policy), which may be consulted at the school, set out examples of offences likely to be punishable by suspension, exclusion or rejection of re-enrolment. These examples are not exhaustive and the Head has reasonable discretion and may decide that suspension, exclusion or rejection of re-enrolment for a lesser offence is justified where there has been previous serious misbehaviour. All aspects of your child's record at the School may be taken into account.

7.3 *The Head's reasonable discretion to require you to remove your child from the School*. Instead of exclusion or suspension, the Head may in his or her reasonable discretion require you to remove your child from the School if the Head considers that:

7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of the *Parent Code of Conduct* or any code of conduct in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or 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; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this Contract.

7.3.2 your child's attendance and/or progress at the School is unsatisfactory and/or in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child and/or other children; and/or

7.3.3 separate to the Head's reasonable discretion to suspend or exclude your child under Clause 7.1, 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; and/or

7.3.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.4 *What happens if your child is suspended, excluded, removed from the School and/or if your request for re-enrolment at the School is rejected*. Should the Head exercise his or her right under either Clause 7.1 or Clause 7.3 above:

7.4.1 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, suspended or removed;

7.4.2 in respect of exclusions under Clause 7.1 and required removals under Clause 7.3.1, the deposit (if applicable) will be retained by the School to cover fees in lieu of notice and any other damages suffered by the School; and

7.4.3 in respect of rejections of requests for re-enrolment at the School, you will not be entitled to a refund of the Re-Enrolment Fee.

7.5 *Impact of exclusion or required removal on this Contract.* This Contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School and the School will stop providing the Services.

7.6 *Your right to have decisions to suspend, exclude, require the removal of your child and to reject request for re-enrolment at the School to be reviewed*. You are entitled to have any decisions taken by the School and/or Head to suspend, exclude, require the removal of your child or to reject request for re-enrolment at the School under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

8. The School's Obligations

8.1 *The period of your child's schooling*. Subject to these terms and conditions, the School will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a pupil from the time of joining the School until the end of his or her schooling at the School.

8.2 *Moving up the School.* The School is not obliged to permit your child to enter the next school year unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may decide as to whether your child may join the next year after the results of relevant examinations are known, and may make the entry conditional upon the results of such examinations.

8.3 *The scope of our duty to exercise reasonable skill and care*. We will exercise reasonable skill and care in the provision of the Services. 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. **We cannot accept any responsibility for your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff**.

8.4 *Consent to participation in trips and visits, in contact sports and other sports activities*. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.

8.5 *What happens if your child needs urgent medical attention*. If your child requires urgent medical attention while under the School's care, we will:

8.5.1 take action (for example, by contacting the emergency services);

8.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';

8.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and

8.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

8.6 *We will give you notice of significant changes*. Our website and prospectus describe the broad principles on which the School is presently run. From time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or to the manner of providing education for your child. We will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. If you wish to withdraw your child from the School before the proposed change is set to take effect, then you will have sufficient time to provide the required termination notice. If we give you notice of significant change later than the last day of the penultimate term before the change is to take effect, you will be entitled to withdraw your child by providing notice within twenty-one (21) days from the date when notice of the change is given. If you provide this notice you will not need to give a termination notice or pay fees in lieu of notice.

8.7 *Your child's progress and needs at the School*. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any serious concerns about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with

your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional support required in connection with your child's special educational needs may carry a Specified Charge.

8.8 *Extracurricular activities*. Extracurricular activities made available by the School will carry a monthly commitment and shall be paid in accordance with the School Fees payment terms. Registration for extracurricular activities is done through a form provided to you, which must be returned to the School within the specified timeframe.

8.9 *Transport Service*. The School may provide for an optional transport service. This service carries a Specified Charge, which is listed in the Schedule of Fees.

8.10 *Meals/Food Service*. The School meals will be provided to your child as set forth in the Schedule of Fees.

8.11 *Religious observance and relationships and sex education (RSE) and health education*. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

9. The Parents' Obligations

9.1 *We require your co-operation*. In order to fulfil our obligations under this Contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation.

9.2 *Examples of the co-operation and assistance we require*. You must co-operate with the School and School staff in good faith, including (but not limited to) by:

9.2.1 maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);

9.2.2 complying with the Parent Code of Conduct and any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;

9.2.3 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends school in accordance with our Attendance Policy;

9.2.4 keeping the School up-to-date and informed about matters which affect or may affect your child;

9.2.5 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information, or changes to any of them, are not withheld and are shared in a timely and transparent manner;

9.2.6 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of the Services; and

9.2.7 attending meetings and keeping in touch with the School where your child's interests so require.

9.3 *You must notify us of your child's health/medical conditions or special educational needs*. You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term, or short-term, including any infections or injuries. You must also provide us, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. All medication should be delivered by you to the School with the necessary information and documentation and they must inform the School in writing regarding the child's dosage. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this Contract under Clause 14.1.2 below**.

9.4 *Circumstances where we may require you to keep your child away from School*. The School reserves the right to require your child to remain away from School in the following circumstances:

9.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or

9.4.2 where a potential ground for required suspension, removal or exclusion is being investigated by the School and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. Alternatively, your child may be placed under a special regime if they remain on School premises; and/or

9.4.3 in accordance with Clause 4.8.1 (*consequences of non-payment of School Fees*).

9.5 *You must notify us of any special arrangements needed for your child*. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.

9.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child*. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.

9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence*. Where we notify you that this is a requirement (for example for parents who live overseas), You must complete and submit to the School a parental absence form for your child. This form will nominate a 'responsible adult' for your child who, amongst other things, can be contacted if the School is not able to contact you and who can look after your child in your absence. If at any time during your child's time at the School you (or either of you) will not be in Spain at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must also inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

9.8 *Receiving information from you and sharing information with you*. The School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the School is entitled to treat:

9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.8.2 any communication from the School to one of you as having been given to both of you.

Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law). Please also note that the School must remain neutral between all holders of parental responsibility for your child.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out who needs to sign a notice of withdrawal of your child.*

9.9 *We are entitled to require that notices of withdrawal (or of change of your child's place at the School, as applicable) must be signed by both parents*. **A notice of withdrawal of your child**

(or of change of your child's place at the School, as applicable) served under this Contract must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).

9.10 *You must notify us of your child's absence from School*. The School must be informed as soon as possible 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.

9.11 *Raising concerns with the School and making formal complaints*. If you have cause for concern about your child's safety, care, discipline or progress you must inform the School as soon as possible. Complaints should be made in accordance with the Complaints Procedure.

9.12 *Parents must respect the School's closing time*. The School cannot be held responsible for the supervision of pupils left on the School premises more than fifteen (15) minutes before or after normal school hours, unless they are attending an extracurricular activity or any other supervised activity.

9.13 *Parents' liability for damages caused by their child*. The parents are jointly and severally liable for all damages caused by their child. This provision applies whether the occurrence takes place inside the School, on the School transport, while travelling or on a School trip.

10. Insurance

School insurance contract. The School has an insurance contract for accidents which occur to students while on supervised School activities.

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School.

11. How we may use Personal Information; References; and Data Protection

11.1 *References for your child*. 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 with your prior approval. 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 are 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.

11.2 *You are required to update us of changes to information held, or circumstances relating to, you and/or your child*. You must:

11.2.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

11.2.2 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 Spain), or to information about you or your child that has

previously been notified to the School, including relevant contact details.

11.3 *Data Protection Law*. The School will process personal data about you and your child in accordance with data protection law, including the GDPR (each as amended or superseded) and other related legislation, and our Data Protection Policy and Data Privacy Notice which may be consulted in the School's website. We will process such personal data:

11.3.1 as set out in this Clause 11, and in the School's Data Protection Policy and Privacy Notice as may be amended from time to time;

11.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

11.3.3 to perform our obligations under this Contract, and where otherwise reasonably necessary for the School's purposes.

12. Intellectual Property Rights

Recognising these rights. We will recognise any intellectual property rights created, generated or owned by or vested in your child.

13. Changes in Ownership, etc

The circumstances in which we may transfer this Contract to someone else. 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.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out the rights we have, and that you have, to terminate this Contract early*

14. Ending this Contract

14.1 *Our rights to end the Contract*. In addition to where this Contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this Contract at any time for cause by notice in writing to you, without any obligation to return to you any Fees relating to the term in which the Contract is terminated, the Enrolment or Re-Enrolment Fee and, to the extent applicable, with the deposit being retained by the School to cover fees in lieu of notice and any other damages suffered by the School, if:

14.1.1 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;

14.1.2 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 Spain when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);

14.1.3 you fail or unreasonably refuse to provide us at any time with information we require under Clause 4.11; Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;

14.1.4 your child no longer holds an immigration status which confers a right to study in Spain (where applicable);

14.1.5 you (or either of you):

(a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;

(b) repeatedly or persistently fail to pay the Fees when they fall due for payment;

(c) are otherwise unable to pay your debts as they fall due; or

(d) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement; or

14.1.6 you otherwise do not comply with (i.e., you breach) your obligations under this Contract (including under Clause 9) and/or the Parent Code of Conduct such that we have a legal right to end the Contract because of something you have done wrong or, in the Head'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.

14.2 *Your rights to end the Contract*. In addition to where you withdraw your child, you may end this Contract at any time for cause by notice in writing to the School if:

14.2.1 you have a legal right to end the Contract; or

14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 *When this Contract will end if not terminated early*. 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, unless early terminated in accordance with this Contract.

14.4 *Ending the Contract will not affect any accrued rights*. 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. After this Contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

15. Events outside of our, or your, control

15.1 *What we mean by an "event outside of our/your control"*. In this Clause 15 "**event**" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, or terrorist attack.

15.2 *What happens if we are affected by an event outside of **our** control*. If an event arises which prevents or delays the School's performance of any of its obligations under this Contract, the School will give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing Education Services remotely, if appropriate), the School will not be responsible for performing those obligations which are prevented or delayed by the event.

15.3 *Events lasting more than 3 months*. If the School is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than three (3) months, the School will notify you of the steps we plan to take to ensure performance of the Contract after such period and you will then, following receipt of such notice, be entitled to end this Contract on written notice to the School and without giving a termination notice or paying fees in lieu of notice.

15.4 *What happens if your child is affected by an event outside of **your** control*. Subject to Clause 4.11 (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to receive any of the Education Services (including remotely) due to reasons caused by an event you must give the School notice in writing and the following provisions shall apply:

15.4.1 in consultation and cooperation with the School you must do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this Contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

15.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School or remotely) then you will not be responsible for failing to perform your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the event; and

15.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services (whether at the School or remotely) for more than three (3) months, you or the School will be entitled to terminate the Contract on written notice and without you being required to give a termination notice or to pay a term's School Fees in lieu of notice.

16. Communications between you and the School

16.1 *We will use the contact details held by the School to contact you*. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details**.

16.2 *How to provide written notice to the School*. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

16.2.1 sent by email to the School using the School Head's email address; or

16.2.2 delivered by hand or post to the School.

We recommend that if you provide any notice required under this Contract, including notice of withdrawing of your child from the School or notice of change of your child's place at the School, you telephone the School to confirm receipt if you have not received an acknowledgement from us.

17. The Law that applies to this Contract and where legal proceedings may be brought

17.1 *The law that applies to this Contract*. The Contract between you and the School is governed by Spanish Law and either you or the School must bring contractual and non-contractual legal proceedings in the competent Spanish courts.

17.2 *Rights in relation to the enforcement of this Contract*. 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 (or 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.

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. 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. If you wish to withdraw your child from the School before the proposed change is set to take effect, then you will have sufficient time to provide the required termination notice. If we give you notice of any such modifications later than the last day of the penultimate term before the change is to take effect, you will be entitled to withdraw your child by providing notice within twenty-one (21) days from the date when notice of the change is given. If you provide this notice, you will not need to give a termination notice or pay fees in lieu of notice.