TERMS & CONDITIONS

Nobel Educational Services LLC Standard Terms & Conditions of Contract for Admission of Students

Issued date: 1st August 2018



Preamble

The School Management runs a state-approved, independent, international school. The school is implementing an innovative educational model that follows the International Baccalaureate Primary Years Programme. In addition to these guidelines, the school emphasises bilingualism and global citizenship.

I. Admission

- 1. Admission is conditional on the OURPLANET student fulfilling the requirements for admission as posted on the website.
- 2. These conditions apply to every year the student studies at OURPLANET. When enrolling a new OURPLANET student, we make due allowance (in consultation with the Legal Guardians) for previous experience at other schools and for the OURPLANET student's acquired knowledge and stage of development. The School Management reserves the right to decide the class in which the OURPLANET student shall be enrolled. This decision is final.
- 3. In order to ensure the OURPLANET student is enrolled in the class most closely corresponding to his/her stage of development, Legal Guardians must carefully complete all provided questionnaires. Admission to the school is conditional on proper completion of the Application for Admission, which is an integral part of the contract. False statements or data in the questionnaires could result in a child being placed in an inappropriate class and could consequently be detrimental to his/her further development and academic progress.
- 4. The School requires that Legal Guardians inform us of any previously identified special needs or previously received support at the time of application. In some cases, parents may be asked to commit to providing extra support for their child, which may take the form of in-class support or out of school provision. Parents may be charged for such additional services. Failure to provide the agreed level of support on any day may require the child to be sent home from school. Continued failure to provide the agreed level of support for consecutive days may lead to the child being unenrolled from the school and school fees forfeited.

II. School hours and services

- 1. The School Management will be responsible for the wellbeing of the OURPLANET students from Sunday to Thursday during the hours of 08:00 and 15:00. During this period the OURPLANET student will receive no less than the minimum number of lessons stipulated for the relevant classes in the framework syllabus drafted by the IBO and, for Omani students, by Omani Education Authority and the IBO organization (at least 180 school days). OURPLANET students must present themselves punctually for each lesson as stated in the timetable.
- 2. The regulations on public holidays and school holidays promulgated by the Sultanate of Oman shall apply.

- 3. The Legal Guardians are aware of the school's specific educational model and curriculum.
- 4. Drop off and pick up times will be advised by the school and must be strictly adhered to. Legal Guardians requiring access to the school premises outside these hours may only do so with prior written approval from the Principal, and will be encouraged to avail themselves of any before school care or after school care programs that the School my implement from time to time. Students who arrive early or leave late and are not part of the aforementioned programs will be subject to a fee of five (5) Omani Rials per fifteen minutes, capped at 10 Omani Rials per day, which will be invoiced monthly and payable immediately on the month of occurrence.

III. School fees

1. School fees are payable annually prior to the commencement of the Academic Year. The fees will be reviewed annually. The School Management expressly reserves the right to amend and to vary Fees and Conditions in respect to subsequent school years. Fees may be increased or decreased on the basis of changes in the costs of operating OURPLANET, such as staff salaries, taxes, charges, social security contributions, the cost of electricity, cooling, communications, cleaning, maintenance and repairs of buildings, facilities and equipment and their replacement, as well as in other revenue, such as rental and interest income, etc., with due regard to provisions and reserves necessary or advisable in accordance with generally accepted accounting standards.

A copy of the OURPLANET Tuition Schedule for the subsequent school year will be posted every year before the end of the month of March on the school website.

2. All fees are due and payable immediately within 30 days upon receipt of the invoice.

3.In the event of a late payment of any amounts due to OURPLANET from the Parent/Guardian for more than two (2) weeks, arrears penalties towards financing of the fees at the rate of 20 Omani Rials per month calculated from the day following the due date until receipt of payment by OURPLANET shall be charged by the school and shall be payable by Parent/Guardian.

If a late payment continues for more than three (3) months, the School Management in its discretion may terminate the schooling contract and unenroll the student by way of a notice in writing to the Parent/Guardian. Such a termination takes effect at the end of the month following the month of the giving of such notice. Any costs, including legal costs incurred by OURPLANET in the recovery of outstanding fees will be borne by the Parent/Guardian.

- 4. School fees remain payable during school holidays and during periods when the OURPLANET student fails to attend the school for any reason whatsoever.
- 5. No fees paid to the school are refundable under any circumstances.

IV. School uniform

- 1. Students must wear the approved OURPLANET School Uniform at all times unless otherwise directed by the school.
- 2. Should the student repeatedly come to school not wearing the proper school uniform and continue to do so after due warning, the School Management shall be entitled to terminate the contract without notice.

V. School Rules

- 1. The School Management firmly believes the OURPLANET student's progress at the school will benefit greatly from close involvement of the Legal Guardians. In the event of conflicts and behavioural problems, the School Management will primarily use educational and disciplinary measures appropriate to the OURPLANET student's age and stage of development. These measures will be based on the applicable regulations for state schools, without being bound to these regulations. Other appropriate educational and disciplinary measures may also be exerted.
- 2. The School Management shall be entitled to terminate the contract without notice if the OURPLANET student violates the School and Campus Rules either repeatedly or by serious misbehaviour. A written warning stating the consequences of further misbehaviour will normally precede any such termination.

VI. Insurance and liability

- 1. The OURPLANET student is either covered against accidents by the compulsory state accident insurance for students or by an equivalent private insurance.
- 2. The OURPLANET International School Muscat's and the School Management's liability for any kind of personal injury and any and all material damages and/or losses is limited to that stipulated by Omani law. OURPLANET International School Muscat and the School Management accept no liability whatsoever for loss of money or clothing or loss of/damage to other articles of value or vehicles of any kind whatsoever, including accessories to such vehicles.
- 3. The Legal Guardians hereby undertake to take out third party liability insurance covering personal injury and/or material damage caused by the OURPLANET student.

VII. Duration and termination of contract

- 1.The duration of the Enrolment or Re-enrolment Contract is limited to one school year. The contract will terminate automatically without service of notice if the OURPLANET student is forced to leave the kindergarten, primary school system either at the demand of the competent state school supervisory authority or pursuant to the provisions contained in the Omani Schools Act, or if the School Management is forced to close down the kindergarten, primary school for reasons beyond its control, or if state approval of the school is refused or withdrawn.
- 2. Except in the aforementioned cases, the contract can be terminated by giving a three months' notice to the end of any school year. The school year is hereby defined as the period from 30 August to 16 June, or as indicated by the current Approved School Calendar.
- 3. Nothing in the preceding paragraph shall affect the right of termination of the contract without notice in cases where just cause exists. In particular, just cause shall be deemed to exist in cases where false statements are made in the application for admission, repeated defaults on fees and other payments, serious violations of the School and House Rules committed by the OURPLANET student, etc.
- 4. The Legal Guardians shall also be entitled to terminate the contract at any time by service of three months notice to the end of the current term in cases where change of domicile becomes necessary for professional reasons, the OURPLANET student contracts a serious chronic disease or the family's

financial situation suffers significant and lasting deterioration (e.g. Legal Guardians' loss of employment).

- 5. Notice of termination of this contract must in all cases be served in writing.
- 6. The school fees are payable until the end of the notice period, regardless of whether the student attends school or not.

VIII. Final provisions

- 1. The contractual relationship between OURPLANET International School Muscat, i.e. its operating company NOBEL EDUCATION SERVICES LLC, and OURPLANET student's parents/legal guardians and/or OURPLANET student him/herself is governed by Omani law with the exception of the Omani norms for selection of applicable law when conflicting provisions exist in foreign law. The sole place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be Muscat/Oman.
- 2. The Legal Guardians' and the OURPLANET student's personal data will be stored by the School Management with due regard for the legal requirements on data protection. Exact data on the Legal Guardians' and the OURPLANET student's names, titles, address/es, email address/es, telephone number/s and bank account details are essential to enable completion of the contract. The Legal Guardians hereby consent to use of the foregoing data by the School Management. Attention is drawn to the relevant legal requirements on data protection.
- 3. Should any provision contained in this contractual relationship prove or subsequently become either partially or totally invalid, this shall not affect the validity of the remaining provisions. New provisions corresponding as closely as possible in legal and financial terms to the wishes of the parties as expressed in these standard terms and conditions as well as in any other contracts and/or written agreements shall be provided to replace any invalid provisions or remedy any omissions.
- 4. All amendments to contracts are only valid in written form. Verbal agreements waiving the requirement of the written requirement are null and void.
- 5. The Legal Guardians hereby mutually authorise each other to receive all declarations and communications in connection with this contract.