

ENGLISH VERSION

General Terms and Conditions for Enrolment Contract at Createschools gGmbH

Preamble

Createschools gGmbH is an independent complementary school (“Ergänzungsschule”) in accordance with §102 of the Bavarian Education Law (“BayEUG”) of the federal state of Bavaria. It has its own state approved Createschools curriculum.

Where the term “parents” is used in the Enrolment Contract or in the following General Terms and Conditions, this means all the child’s legal guardians.

Where the term “school year” is used in the Enrolment Contract or in the following General Terms and Conditions, it refers to the period from 1st August to 31st July of the following year in accordance with § 5 of the Bavarian Education Law (“BayEUG”).

The following General Terms and Conditions use the term “student” to mean male or female students.

1. School and Curriculum

1.1. In its provision of the curriculum, the school provider, as a complementary school (“Ergänzungsschule”), is bound by the education standards for teaching a German state curriculum in Bavaria. It should be noted that the content of the international curricula of Createschools might not comply with the education standards for public schools and private schools teaching a German state curriculum in Bavaria. Any claims against the school provider based on a deviation of the curricula from these standards are inadmissible.

1.2. The school provider offers a programme of education for children from the age of 6 years. The following grade levels are offered: Foundation School (Years 1-4) and High School (Years 5-9).

1.3. The languages of instruction are English and German.

2. Admissions Criteria

2.1. Each student is placed in a grade level after consideration of their previous schooling experiences, their social development and their knowledge, and in consultation with them and their parents. The school provider reserves the right to make the final decision as regards the appropriate grade level placement for each student.

2.2. To ensure that the student is placed in the appropriate grade level, parents are obliged to submit all requested documents (for example, school reports, samples of work) and the students and parents will attend a 60 minute assessment.

3. School Hours

3.1. Lessons are from 10 am 4.00 pm.

3.2. The legal regulations for public holidays for the state of Bavaria apply. The school can close, fully or partially, for whole days or part of a day, for up to 5 working days per school year contrary to the legal requirements for public holidays, to allow for professional development of teaching staff.

3.3. Information about school days, holidays and closures will be provided by the school provider in good time in the form of the School Calendar, which will be sent by e-mail and published on the web site.

4. Registration and Enrolment Procedure

- 4.1. To apply for admission, the parents must complete the online registration form on the website. The Registration Fee is then due.
- 4.2. The school will review the application after it has received the Registration Fee, and will be invited to an assessment at the discretion of the School. The aim of the assessment is to elicit whether Createschools is the right school for the whole family. The current academic profile of the student will be analysed to see which year group would be the best fit. The amount of the tuition fee will be discussed.
- 4.3. The Assessment fee is due on the day of the assessment.
- 4.4. The parents will be informed of the outcome of the admission procedure in writing, usually by e-mail, or via telephone.
- 4.5. If the number of applications exceeds the number of available openings, the school can, at the parents' request, put the student on a waiting list.

5. Enrolment

- 5.1. If the school offers enrolment, it sends the parents an Enrolment Contract by post or via to the e-mail address provided.
- 5.2. The offer of enrolment is valid for three weeks after the Enrolment Contract is sent. The parents can accept this offer of enrolment by returning the completed and signed Enrolment Contract to the school within this time. If the time between the offer of enrolment and the student's first day of school is less than three weeks, the contract must be received by the school no later than one the planned first day of school.
- 5.3. Once the signed Enrolment Contract has been received by the school within the specified time period, the parents will receive e-mail confirmation that the student has been enrolled, as well as information about the student's first day of school.

6. Fees, Costs, Terms of Payment

- 6.1. An Administration Fee of 50 Euro is due upon registration once only.
- 6.2. The Assessment Fee of 100€ is due on the day of the assessment. A possible additional assessment at a later date will be charged at 50€.
- 6.3. Points 6.1. and 6.2. apply accordingly to enrolment during a school year.
- 6.4. Upon signing the contract, a 3000€ deposit is due. This will be refunded to the parents once the student has left the school and there are no other outstanding bills.
- 6.5. Tuition Fee
 - 6.5.1. The Tuition Fee is a monthly fee to be paid throughout the whole school year in advance, at the beginning of each month. The payments will be made by direct debit.
 - 6.5.2. The amount of the Tuition Fee is determined in a conversation between the Director and the parents and takes the financial situation of the parents and the economic situation of the school into consideration. The amount of the Tuition Fee is stated in the school contract. The monthly school fees will be adjusted in the years in which the student sits Cambridge exams to cover the examination fees.
 - 6.5.3. If a student is enrolled during a school year, the Tuition Fee is backdated to the beginning of the month in which the student is enrolled.
 - 6.5.4. The payment obligation is not affected by vacations or any other absence of the student from lessons.
- 6.6. Other Costs

The following costs are not covered by the Tuition Fees and must be paid separately:

 - Costs for extended field trips
 - Costs for other excursions (for example, field trips, participation in competitions)

- Costs for school catering
- Costs for non-standard art supplies

6.7. Terms of Payment

6.7.1. All fees shall be paid by direct debit.

6.7.2. The parents are liable, jointly and separately, for all obligations arising from the Enrolment Contract, in particular for the fees. This means that the school provider can, at its discretion, demand fulfilment of the obligation in full or in part from either parent. Each parent remains liable for payment to the school provider until the payment has been made in full.

6.7.3. The parents, as a contracting party, are also responsible for full payment of all fees even if a third party undertakes to make the payments. It is the sole obligation of the parents to ensure that all fees are paid in full and on time. The school reserves the right to claim for damages resulting from default of payment. The default interest is 5 percentage points above the applicable base interest rate of the European Central Bank.

6.7.4. The student cannot attend school until the Registration and Assessment Fee and the Tuition Fee have been paid. If school fees are not paid in time, the school reserves the right to offer the place to another applicant. Reports and other school documents will not be given to parents until all school fees and other arrears have been paid in full.

7. Duration and Termination of Contract

7.1. The Enrolment Contract is valid for the entire duration of the student's schooling. It starts on the student's first day and ends without having to give prior notice on the last day of school in Year 9 of High School. The latter also applies if the Enrolment Contract is concluded during a school year.

7.2. The Enrolment Contract ends automatically if the school provider has to cease operation of the school for reasons outside its responsibility, or the school provider loses its authorisation to run a complementary school.

7.3. The parents can terminate the Enrolment Contract by giving three months notice.

7.4. The termination of the contract has to be submitted in writing. In order to comply with the written form of a contract, it is required that the termination is signed by the terminating party and the original is handed to the receiving party. If both parents are legal guardians, then the termination must be signed by both (or an authorized third).

7.5. The right of both parties to terminate the Enrolment Contract with good cause without prior notice remains unaffected. The school provider is entitled to terminate the contract without prior notice and at the same time exclude the student. The school provider has good cause to terminate the contract in, but not limited to, the following cases:

- a) the student disrupts lessons by repeated and severe misconduct, or seriously violates a School Policy,
- b) the parents are more than three months in arrears with payment of the fees, in spite of reminders,
- c) the student or parents are in repeated and severe breach of other material contractual obligations or provisions.

7.6. If the contract is terminated extraordinarily by the school provider for reasons for which the student or parents are responsible, the parents are obliged to pay all fees incurred up to the earliest possible termination of the contract, or until the end of the duration of the contract. This also applies if a payment arrangement other than the usual annual payment of the fees exists. The school provider reserves the right to claim for further damages. The Administration Fee and Entrance Fee will not be refunded in this case.

8. Deadlines

Where deadlines are stipulated for the return of documents or for payments in these General Terms and Conditions, the send date of the e-mail or the postmark determines the beginning of the deadline period.

9. Insurance and Liability

9.1. Insurance cover is provided for the student by the statutory student accident insurance. This also covers the student for the journey to and from school, as well as at school events, even if these take place off the school property.

9.2. The school provider is liable for damage to persons or property in accordance with the legal requirements, unless otherwise agreed hereinafter.

9.3. The school provider is fully liable for damages arising from a loss of life, physical injury or damage to health, and other damages only if these are the result of a wilful or grossly negligent breach of duty on the part of the school provider or its legal representatives or agents; the extent of liability under the German Product Liability Act is determined by the provisions therein. In the event of a negligent breach of a material contractual obligation, liability shall be limited to the foreseeable damages typical for this type of contract.

Material contractual obligations are those obligations whose fulfilment is necessary for the proper performance of the contract and that the contractual parties can typically expect to be met.

9.4. The school provider is not liable for damage or loss of money, clothing, other valuables, or vehicles of any type including accessories.

9.5. The parents are liable to the school provider for all damage to persons or property caused by themselves, by the student, or by third parties at their request. The parents are obligated to take out liability insurance for damage to persons and/or property that could be caused by the student.

10. Data Protection

10.1. The student's and parents' personal data is collected, processed and used exclusively in accordance with the relevant data protection provisions. Details of form of address, name, address, age, e-mail address, telephone number and bank details are collected, processed and used exclusively for the purposes of concluding, performing and implementing the Enrolment Contract. It is necessary, for example, to pass on personal data to the bank that is authorised to process payments, and to use the services of third parties for the performance and handling of data processing.

10.2. Personal data will not be passed on to third parties unless the school provider is legally required to do so or the parents have expressly allowed this.

10.3. Personal data shall be retained only for as long as it is required for the purpose for which it was given to the school provider, unless the parents have agreed to the data being stored and used beyond this time. Where tax and commercial law retention requirements apply, the retention period for particular data can be even longer, up to 10 years.

10.4. The parents shall be informed upon request if and which personal data is stored, where this data comes from, and the purpose for saving and using it.

11. Choice of Law, Written Form, Authorisation to Accept Service

11.1. The laws of the Federal Republic of Germany shall apply, with the exception of the German conflict-of-law rules in foreign legislative provisions. All contractual provisions are binding only in the German language. The English translation is solely for information purposes and is not legally binding.

11.2. Additional verbal agreements have not been made. Any changes or additions to the Enrolment or Re-enrolment Contract and these General Terms and Conditions require the written form to be effective, with due consideration for the primacy of individual agreements. This also applies to any change to this written form requirement.

11.3. The parents authorise each other to accept all declarations and notifications arising from this Enrolment Contract.

11.4. The parents must notify the school provider in writing, immediately and without being expressly requested to do so, of any changes material to the contract, such as a change of name or address. The parents shall be liable for any additional costs or damages resulting from their failure to meet this obligation.

11.5. If any provisions of these General Terms and Conditions are or become fully or partially invalid, this shall not affect the validity of the other provisions. Any invalid or missing provisions shall be replaced by the corresponding legal provisions.

12. Access to the School building

12.1. Students which require a wheelchair as means of transportation can access the school building via the lifting ramp situated at the car park and then reach the school comfortably via the lift. In order to adhere to Health & Safety Regulations, no student is allowed to use the lifting ramp or lift unsupervised. Therefore, a parent or guardian is required to accompany the student when using these appliances.

The current versions of the Statement of Fees and the General Terms and Conditions are available for download on the Createschools web site at www.createschools.de.

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