

## TERMS AND CONDITIONS

Parents and/or legal guardians (hereinafter referred to as “Parents”) agree to enter into a Tuition Contract (hereinafter referred to as “Contract”) with Amity Global Education (hereinafter called “Amity”) and acknowledge to have read and accepted without reservation the terms and conditions.

### 1. Enrolment

By signing this Contract and paying the Deposit and Admission Fee students will be enrolled.

### 2. Re-enrolment

Current students are automatically re-enrolled for consecutive academic years unless appropriate withdrawal is given as per the notice periods required as set out in Paragraph 10.

### 3. One-time Fee (For new students)

#### 3.1 Application Fee

Payment of the Application Fee of 200 euros will start the admission process. This payment does not secure a place, is non-refundable and is not credited towards the first term’s fees.

#### 3.2 Admission Fee

The Admission Fee of 350 euros covers the administrative admissions expenses. It is payable within 7 days once a student is offered a place in the school. This payment together with the payment of the deposit, (clause 3.3), secures the place. It is non-refundable and is not credited towards the first term’s fees.

#### 3.3 Deposit Fee

The Deposit Fee of 2,500 euros is due within 7 days of an offer being made by Amity and will be fully refunded when the student leaves Amity provided, Amity is notified in writing and the correct notice period is given as set out in Paragraph 10.1 and all tuition fees are paid up to date and all Amity property is returned. The Deposit shall not be refunded if the student has been enrolled but does not attend Amity. Payment of the Admission Fee and Deposit must be made in one bank transaction of 2,850 euros.

## 4. Fees

### 4.1 Tuition Fee

Tuition Fees are charges directly associated with the education of students and include the use of laptops and Ipads, compulsory field trips and all costs involved with swimming.

See *Appendix A* for more details of termly fees and payment due dates.

### 4.2 Enrolment during the year

For students that enroll after the beginning of the school year the proportion of Tuition Fees and if applicable any Learning Support Fees, payable are as follows:

Starting before 30 November	: 100% of Annual fees
Starting before 28 February	: 75% of Annual fees
Starting before 30 April	: 40% of Annual fees
Starting after 1 May	: 25% of Annual fees

### 4.3 Additional Fees

Additional Fees are charged for transportation, school uniforms, school lunches, residential trips and extracurricular activities when these are run by external providers.

### 4.4 Fee Variation

During the term of this Contract Amity may at its sole discretion vary its Fees. Any variation of Fees will be communicated in advance to the Parents in writing.

### 4.5 Responsible for Fee

Parents who have signed this Contract are liable to Amity for the whole of the Application, Admission, Deposit and Tuition Fees, unless Amity has agreed in writing to look exclusively to any other person or organisation for payment of the Fees or any part of them. Nevertheless, Parents remain jointly and severally liable for the full payment of all invoices.

## 5. Transportation

**5.1** Amity provides optional transportation for students (from the age of 3 years old).

**5.2** The schedules and pick-up points will be organised according to the requests received. Amity cannot guarantee that a bus route will reach all pick-up locations requested by Parents. Amity reserves the right to cancel a request which cannot be fulfilled.

**5.3** Places will be allocated on a “first come first served” basis, according to the date of receipt of the inquiry and the location of the pick up address. A waiting list will be created where necessary. Detailed information can be provided upon request. A specialised transportation company is in charge of providing this service. Amity will provide Parents with the transportation contract and Terms and Conditions upon request.

## 6. Learning Support Programme

**6.1** Amity will support students in need of short- or long-term intervention:

**6.1.1** Students who show particular strengths and talents;

**6.1.2** English as an Additional Language (EAL) and intervention support for students who do not yet have



the language skills to access the academic curriculum;

**6.1.3** Students with study needs who would benefit from some regular support during the school day or after school.

**6.2** When students with special educational needs require additional support, Amity will indicate the level of support needed and advise Parents of any extra fees. Please see *Appendix B Learning Support Programme*.

**6.3** Parents understand that, in some cases, a student's needs may be identified after the assessment has been conducted by curriculum areas upon arrival, or after a period of time at Amity. Amity will communicate any student's needs with the Parents.

**6.4** Levels of support shall be decided by Amity for the duration of a full term at a time. Amity may at its sole discretion change the level of support during the student's attendance at Amity, however, Amity will discuss any changes with the Parents beforehand.

## 7. Admission Procedure

Parents following the Admissions procedure are requested to provide as much information as possible to Amity. Parents must provide any individual educational plans, medical and psychological reports to Amity to enable assessment and appropriate provision. Amity collates all of the information from reports and teacher reference forms, and where necessary a further assessment may take place.

## 8. Payment of Fees

**8.1** All fees are payable in advance against the invoice on or before the due date. It is possible to request termly or annual billing.

**8.2** The billing option will be automatically selected as per previous year, unless otherwise notified. All invoices must be paid in full, without deduction. Payments can be made by wire-transfer or direct debit.

**8.3** Any claim on invoices must be made in writing within 15 working days of receipt. In case of enrolment during the year, fees are due upon receipt of the invoice. All other invoices should be settled within the indicated due date. No refund of fees can be claimed on account of absence through illness, expulsion or disciplinary measures or any other circumstances not attributable to the school.

### 8.4 Annual Billing

This will be applied if no other indication is given to the school. The annual fees are split into three amounts, in approximate proportion to the length of each term. See *Appendix A* for more details of Termly fees, Monthly fee and payment due dates.

These dates must be strictly adhered to.

## 9. Consequences in Case of Late or Non-Payment

**9.1** If the Tuition Fees are not paid by the due date, the student will not be authorised to attend classes, activities, examinations or graduation. Reports, diplomas, recommendations or grade sheets will not be released until all financial obligations of the parents are settled and all Amity property returned.

**9.2** The parents undertake to pay an annual default interest of 10% for any late payment, as well as a fee of 50 euros for issuing reminders after the second reminder.

**9.3** In the eventuality that a family has more than one child enrolled at Amity, the terms listed above will be applied to each child.

**9.4** Amity has the right to change the payment terms in cases where current payment terms are systematically not respected. Expenses incurred by Amity in the collection process will be charged to Parents.

## 10. Withdrawal

**10.1** Any withdrawal must be communicated by completing the withdrawal form (available on the Open/Apply portal).

**10.1.1** To leave Amity after the **31st December**, notification must be given, to the admissions department by **1st September**;

**10.1.2** To leave the school after the **31st March**, notification must be given, to the admissions department by **1st January**;

**10.1.3** To leave the school at the end of the academic year (30th June), notification must be given, to the admissions department by **1st May**.

**10.2** If the deadline for notification is not adhered to, the following term's **Tuition Fees are due in their entirety**. If, for any reason, Parents decide to withdraw their child from Amity before the deadlines indicated in 10.1, there will be no reimbursement in full or part for that following terms Tuition Fees.

**10.3** If, for any reason, the Principal requires the removal of a student from Amity, no claim for the reimbursement or return of any portion of the total fees for the academic year (tuition, fixed charges, etc.) will be taken into consideration.

**10.4** The Principal reserves the right to suspend temporarily or exclude a student who fails to maintain the required standards of good character, behaviour or academic effort.

**10.5** If a student is asked to leave Amity due to a serious infringement of the school rules, Parents are expected to pick up their child by the end of the academic day. Amity will endeavour to contact Parents by telephone in the first instance and in writing/by email. It is the Parents' responsibility to ensure that they or a legal guardian can be contacted at all times by the school.

**10.6** All expenses related to the suspension/exclusion of a student will be charged to the Parents.

**10.7** In the case of students receiving any type of Additional Learning Support, Amity has the right to terminate the enrolment without any recourse to the courts and without any compensation in the following instance: Amity considers it is no longer able to meet the student's needs.

In the aforementioned case the decision to terminate the enrolment is taken by the Head of School after having received advice from the School Principal and Student Support Coordinator. Amity will inform the Parents in writing providing a notice of not less than 3 months.

## **11. School Obligations**

**11.1** While students are in the school building Amity undertakes to act in loco parentis in respect of their education and welfare. This obligation will apply during school hours and at other times when the student is participating in activities organised by Amity.

**11.2** If a student requires urgent medical attention while under Amity's care, Amity will immediately contact the Parents.

**11.3** Amity will monitor student's progress at Amity and produce regular written reports. Amity will advise Parents of any concerns about a student's progress. Amity will not undertake to diagnose special educational needs, for example, dyslexia or other specific conditions. Parents must arrange a formal assessment. Parents may be asked to withdraw their child without being charged fees in lieu of notice if, in the opinion of the Head of School, the School cannot provide adequately for the child's special educational needs.

**11.4** In line with the law and good practice, Amity looks to implement positive behaviour intervention strategies. In an emergency, the employment of physical restraint could be utilised as a last resort in order to avert immediate danger to the individual student or another person. In any situation where this has been deemed necessary, Amity would internally investigate the situation and share with parents the rationale for the restraint.

**11.5** Amity reserves the right to contact the local authorities if a student is not collected at the end of the school day. Equally, if a student is absent without notification to the school, the local authorities may be contacted.

## **12. Parental Obligations**

**12.1** Parents must complete and submit to Amity a medical questionnaire for each student. Parents must inform Amity of any health or medical condition, disability or allergy that their child has or subsequently develops, whether long-term or short-term, including any infections. If Amity so requires, due to a health risk either presented by a student to others or presented to a student

by others or by reason of a virus, pandemic, epidemic or other health risk, Parents will undertake to keep their child at home and not permit them to return to Amity until such time as the health risk has been averted. There will be no refund of tuition fee for any period of absence.

**12.2** Parents will inform Amity of any situations where special arrangements may be needed in relation to their child.

**12.3** Amity is entitled to treat any instruction, authority, request or prohibition received from any Parents who has signed this Contract as having been given on behalf of all Parents.

**12.4** Amity expects full attendance during the school year. The Principal's prior consent should be sought for absence from Amity.

**12.5** Amity does not accept any responsibility for the welfare of students while off Amity premises and before or after the end of the School day unless he/she is taking part in a school activity or otherwise under the supervision of a member of the school staff.

**12.6** If Parents have cause for concern as to a matter of safety, care, discipline or progress they must inform Amity without delay.

**12.7** In the case of students receiving any type of Additional Learning Support, Amity has the right to terminate the enrolment without any recourse to the courts and without any compensation in the following instances:

**12.7.1** Parents fail to disclose information relevant to learning, emotional or behavioural issues that affect the learning abilities of the student;

**12.7.2** Parents fail to collaborate in following up the recommendations of the School (i.e. assessments/counselling, additional therapies).

In each of the aforementioned cases the decision to terminate the enrolment is taken by the Head of School after having received advice from the School Principal and Student Support Coordinator. Amity will inform the Parents in writing providing a notice of not less than 3 months.

**12.8** In order to fulfil Amity's obligations, Amity needs Parent's cooperation, in particular by: fulfilling their own obligations under the Terms and Conditions. These include but are not limited to:

**12.8.1** Ensuring all Early Years students are fully toilet trained before starting school;

**12.8.2** Encouraging students in their studies;

**12.8.3** Giving appropriate support at home;

**12.8.4** Keeping Amity informed of matters which affect the student;

**12.8.5** Maintaining a courteous and constructive relationship with Amity staff;

**12.8.6** Attending meetings and maintaining contact with Amity concerning the student's interests.

### 13. Attendance

Family and social obligations must not interfere with punctual attendance at school and regular work. Absenteeism for medical reasons must be reported before 8 a.m. on the day of absence. Request to be absent for any other reason (compassionate/ family reasons etc.) must be made in writing to the Principal. If this is refused, absence is recorded as unauthorised. A student who is habitually absent from Amity may be asked to repeat the year and in exceptional cases may not be able to graduate.

### 14. Use of Photos-Security Cameras and Data Protection

**14.1** Amity takes data protection and its responsibilities seriously to correctly and lawfully treat personal data as a data controller. Amity is committed to complying with legal obligations and practicing industry standards when collecting, processing and storing personal information.

**14.2** Amity will seek Parent's consent before using the pictures taken during the school year for publicity, campaigns, promotional and/or educational purposes (including publications, presentation or broadcast via newspaper, internet or other media sources). For safety and security Amity has installed CCTV cameras on its property. Amity Amsterdam has visible cameras in and around the school to protect the building and the members of the school's community. These cameras record visual images only (no sound recordings are made) for the safety of both staff members and students. Recordings are auto saved for 18 days before they are deleted.

### 15. Liability for Damage and Theft

Damage to property caused by students is the sole responsibility of the Parents. Amity declines all responsibility in the event of theft, including personal belongings, money, documents, jewelry or other valuables. Parents will hold Amity blameless and to immediately cover and indemnify in full Amity for all consequences and damage resulting from the non-respect of their commitments (notably according to the Terms and Conditions) and from any unlawful act, however small, caused intentionally or as a result of negligence by the student to any property owned by Amity to the School's image and reputation.

### 16. Severance

Should any provisions of this Contract be held to be invalid or unenforceable then such provisions shall be given no effect and shall be deemed not to be included in this Contract but without invalidating any of the remaining provisions of the Contract. Parents and Amity shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

### 17. General Liability, Acceptance, Applicable law

This Contract shall be governed by and construed in accordance with Dutch law and the Parties hereby submit to the exclusive jurisdiction of the Dutch Courts in respect of this agreement. These Terms and Conditions invalidate and replace all previous Terms and Conditions. Amity reserves the right to modify them at any time. When this Contract is signed, these Terms and Conditions are considered accepted. Parents accept these Terms and Conditions from the moment the student is present at Amity, even if the contract is not signed. Dutch legislation is solely applicable to all matters arising from these Terms and Conditions and the related agreements, regardless of the country of residence of the parents or legal guardians.

**In witness whereof**, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the date below.

For and on Behalf of Amity

By: \_\_\_\_\_  
Mrs. Sarah Wade M.Ed

To be signed and dated by all Parents and Legal Guardians

Signature: \_\_\_\_\_

Name:

Signature: \_\_\_\_\_

Name

Date: \_\_\_\_\_

## APPENDIX A

### School Fee Structure for Academic Year 2023-2024

Tuition Fee Payment Schedule (Yearly Payment) in Euro

Period	Early years	Primary years	Middle years	D.P	Due on or before
Full session	18.450	19.185	20.420	23.360	July, 20th 2023
<b>Total FEE</b>	<b>18.450</b>	<b>19.185</b>	<b>20.420</b>	<b>23.360</b>	

Tuition Fee Payment Schedule (Termly Payment) in Euro

Period	Early years	Primary years	Middle years	D.P	Due on or before
Term 1	7.380	7.674	8.168	9.344	July, 20th 2023
Term 2	7.380	7.674	8.168	9.344	Nov, 20th 2023
Term 3	3.690	3.837	4.084	4.672	Mar, 20th 2024
<b>Total FEE</b>	<b>18.450</b>	<b>19.185</b>	<b>20.420</b>	<b>23.360</b>	

Tuition Fee Payment Schedule (Monthly Payment) in Euro \*

Period	Early years	Primary years	Middle years	D.P	Due on or before
Installment - 1	5.535	5.756	6.126	7.008	July, 20th 2023
Installment - 2	1.845	1.919	2.042	2.336	Nov, 20th 2023
Installment - 3	1.845	1.919	2.042	2.336	Dec, 20th 2023
Installment - 4	1.845	1.919	2.042	2.336	Jan, 20th 2024
Installment - 5	1.845	1.919	2.042	2.336	Feb, 20th 2024
Installment - 6	1.845	1.919	2.042	2.336	Mar, 20th 2024
Installment - 7	1.845	1.919	2.042	2.336	Apr, 20th 2024
Installment - 8	1.845	1.919	2.042	2.336	May, 20th 2024
<b>Total FEE</b>	<b>18.450</b>	<b>19.185</b>	<b>20.420</b>	<b>23.360</b>	

*\*only applicable for families already using this payment schedule. The amount of 50 euros for each installment will be charged for this monthly payment option*

A Community and Family Association fee of 20 euros is paid annually and per student enrolled.

## APPENDIX B

### Learning Support Programme Fees Academic Year 2023-2024

SEN Fee Payment Schedule (Yearly Payment) in Euro

Period	Tier A (75-100% of the week)	Tier B (50-75% of the week)	Tier C (25-50% of the week)	Tier D (Up to 25% of the week)	Due on or before
Annual Fee	35.045	26.175	17.600	8.600	July, 20th 2023
<b>Total FEE</b>	<b>35.045</b>	<b>26.175</b>	<b>17.600</b>	<b>8.600</b>	

SEN Tuition Fee Payment Schedule (Termly Payment) in Euro

Period	Tier A (75-100% of the week)	Tier B (50-75% of the week)	Tier C (25-50% of the week)	Tier D (Up to 25% of the week)	Due on or before
Term 1	14.018	10.470	7.040	3.440	July, 20th 2023
Term 2	14.018	10.470	7.040	3.440	Nov, 20th 2022
Term 3	7.009	5.235	3.520	1.720	April, 20th 2024
<b>Total FEE</b>	<b>35.045</b>	<b>26.175</b>	<b>17.600</b>	<b>8.600</b>	

The four tiers of support available are based on the amount of time (percentage of an average week) where the student requires a higher level of adult support. Levels of support are decided by Amity for the duration of a full academic term at a time.