



TERMS AND CONDITIONS GOVERNING ENROLMENT AND ADMISSIONS TO DULWICH COLLEGE BEIJING

Effective from October 2018

All parents/guardians are requested to note that enrolment and admission to Dulwich College Beijing (the “College”) are subject to the terms and conditions set out below (“Terms and Conditions”).

1. Admissions and College Policies. The enrolment of a prospective student at the College, including the placement of the prospective student into a particular year group, is subject to College admissions and entry policies and all other policies and procedures (including those relating to discipline and curriculum) as amended by the College from time to time.

2. Admissions Disclosure and Residence. Prospective students and their parents are required to produce valid documents for admissions purposes as prescribed by the regulatory authorities from time to time. Specific documents required will be notified at the time of admissions and will likely include valid passport, resident visa, work visa, alien employment permit/foreign experts certificate, permanent identity card or mainland pass (as applicable). It is the duty of the parents and legal guardians to comply with the PRC laws, regulations as well as any directives of the relevant authorities in relation to visa and residency, and to fully disclose the nationality, citizenship and visa status of the prospective students and their parents in order for the College to determine the students’ eligibility or identify approval required to admit to the College.

3. Change in Status. Admission and continued enrolment at the College is conditional upon the parents and students having valid documents to both reside in the permissible locality and attend an international school. It is the parent’s responsibility to maintain valid documents for students to remain eligible for continued enrolment at the College. Parents must notify the College immediately of any changes in the parent’s or student’s nationality, citizenship or visa status. Students who lose eligibility to attend the College will be withdrawn, and fees (including placement deposit and/or tuition fees) may be forfeited in accordance with the Refunds policies if notification is not received by the withdrawal deadline.

4. Withdrawal by the College of an Enrolment Offer. If any of the following occurs, the offer of enrolment or the enrolment itself can be withdrawn or suspended or made subject to new terms and conditions: (i) the College determines that there has been any breach of the College’s policies or procedures or these Terms and Conditions, or that circumstances as described in these Terms and Conditions arise that entitle the College to exclude or remove a student, or withdraw or suspend enrolment or make enrolment subject to new terms and conditions; (ii) there has been any misrepresentation or inadequate disclosure about the prospective student including disclosure of the student’s or parent’s nationality, citizenship and visa status and subsequent changes thereof; (iii) the College determines at any time that it cannot reasonably meet the child’s needs, this may include, without limitation, situations where the College was unable to interview the prospective student fully before offering a place to the prospective student (e.g., where the prospective student was overseas) and subsequently determines it cannot meet the child’s needs. If a student’s existing enrolment is



withdrawn, suspended, or made subject to new Terms and Conditions for any of the aforesaid reasons, this will be done pursuant to College policy.

5. Placement Deposit. When a student is offered a place the parent/guardian shall immediately pay the requisite Placement Deposit. The Placement Deposit secures a place on the College's enrolment until the following term's fees or the following year's fees are due. Upon the payment of the said term fees or annual fees, the College shall have the right to continue to hold the Placement Deposit for the duration of the student's enrolment, to secure the student's place on the College's enrolment for the next following term or year. When the student leaves the College, the Placement Deposit is refundable in accordance with the College's Withdrawal policies and Refunds policies as may be determined by the College and notified to the parents/guardians from time to time, subject to any set-off referred to in these Terms and Conditions. The College reserves the right to offset the Placement Deposit against part or all of any amount that the parent/guardian may owe at any time to the College, including outstanding tuition fees, charges for academic materials, meals, bus transportation, reimbursements and damages. Any refund of the Placement Deposit shall be without interest and without taking into account fluctuations in exchange rates. Placement Deposits are not transferable to other Dulwich Colleges.

6. Withdrawal by Parent/Guardian. If a parent/guardian desires to withdraw a child for any reason from the College, that parent/guardian shall deliver a written withdrawal notice to the College: (i) by 15th October for withdrawal from or at any time in Term 2 of the school year; (ii) by 31st January for withdrawal from or at any time in Term 3 of the school year; or (iii) by 1st April for withdrawal at the end of Term 3 of the school year or from or at any time in Term 1 of the following school year. If a written withdrawal notice is delivered to the College during a College holiday it will be deemed received by the College on the first day in session following the holiday.

7. Refunds. A full term's tuition fees are payable for any term during which the student is in attendance be it for part or all of that term, and for the term for which inadequate withdrawal notice is given. If adequate withdrawal notice is given, the balance amount of the tuition fees paid will be refunded after deducting a 5% surcharge per term attended by the student in the school year from which the student is withdrawn (5% surcharge only applicable to payment on annual basis). If late withdrawal notice is given, the balance amount of the tuition fees paid will be refunded after deducting (i) the tuition fees for the term withdrawn late and (ii) a 5% surcharge per term attended by the student in the school year from which the student is withdrawn and for the term withdrawn late (5% surcharge only applicable to payment on annual basis); if tuition fees have not been paid they shall remain due and payable, and the Placement Deposit shall be used to offset the tuition fees and 5% surcharge due and the parents/guardian remain liable should there be any shortfall.

The College requires firm commitment for enrolment after the applicable withdrawal deadline, therefore once an enrolment place has been reserved, full tuition fees for the relevant first term will be due and any withdrawal from that term shall be treated as late withdrawal. All tuition fees and charges are subject to variation at any time and the rates shown to a parent/guardian may not be the rates applicable on the date when a place is offered or when withdrawal is made.



Refund Schedule of Tuition Fees Paid				
	Written Notice On or Before 1st Apr	Written Notice On or Before 15th Oct	Written Notice On or Before 31st Jan	Written Notice On or After 1st Feb
Annual Fees	100%	65%	30%	0%
Term 1 Fees	100%	0%	N.A.	N.A.
Term 2 Fees	N.A.	100%	0%	N.A.
Term 3 Fees	N.A.	N.A.	100%	0%

* For illustration purposes only, kindly refer to the policies set out above.

8. Attendance Conditional Upon Full Payment. The parent/guardian accepts that a student's entitlement to begin or continue classes at the College is conditional upon payment in full of each term's tuition fees and all other charges for which the parent/guardian is liable. The parent/guardian shall take full responsibility to ensure that payment is made in full whether or not tuition fees and other charges are paid by the parent/guardian or the employer of one of the parents/guardians.

9. Administration Charge for Late Payment. If the parent/guardian does not pay any type of fees or charges due to the College on time, a late payment administration charge of RMB 1,000 will be imposed for each late payment reminder issued by the College. That is, RMB 1,000 will be charged when the College issues the first reminder, and if fees or charges are still not paid after the first reminder, another RMB 1,000 will be charged if the College issues a second reminder. However, this administration charge will not apply if arrangement for late payment has been made with the College prior to the deadline for payment of the relevant fees or charges.

10. Payment in Foreign Currency. Fees are denominated in RMB. If any payment of any sum due to the College is made in a currency other than RMB then the payment shall be deemed to have been converted to RMB at the prevailing exchange rate published by the People's Bank of China at the time of payment. If there is any shortfall in an amount received by the College (including without limitation as a result of bank fees or foreign exchange conversion), the parent/guardian shall be liable to pay such shortfall to the College upon demand. The College shall also have the right to carry forward and add such shortfall to the next term's fees.

11. Exclusion for Non-Payment: In addition to any charges that may be imposed, the College reserves the right to exclude a student where parents/guardians fail to pay in full the tuition fees or any other sum for which a parent/guardian is



liable by the payment deadline. The College may also withhold any information, character references or property in the aforesaid circumstances. If the aforesaid circumstances persist or there are no reasonable prospects of payment by a parent/guardian, the College reserves the right to withdraw the student. Without prejudice to the College's rights, the College shall endeavour to take reasonable steps to ensure that any such act does not cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the student.

12. Personal Data: Parents/guardians hereby unreservedly consent to the College's collection, disclosure, retention and use of personal data, photographs and videos relating to the students and their parents and prospective students and their parents for the purposes of College operations and activities consistent with the ethos and philosophy of the College, which form part of the learning and teaching and pastoral care, or which directly or indirectly advance the educational and development potential of the students, including without limitation public communication through the College's communication channels including the College's materials, brochures, websites, advertisements or press releases to provide information on the intended curriculum, academic testing results, or the College's academic, co-curricular, cultural and sporting activities and events whether held in conjunction with or organised by other Dulwich Colleges, affiliates of any Dulwich College, or other schools located in or outside of the city or country in which the College is situated, unless such consent has been explicitly withheld by parents/guardians in writing at the time of application. The parents/guardians further confirm that by signing these Terms and Conditions, the parents/guardians are giving consent for themselves as well as on behalf of the student or prospective student with respect to the collection, use, retention and disclosure of personal data relating to them.

13. Termination by the College: The College may at any time terminate this agreement and the prospective student's enrolment may be withdrawn or suspended or made subject to new terms and conditions on one term's written notice, or on less than one term's notice where the College has reason, in its opinion, to determine that permanent exclusion or removal is required. The College shall not take such action without good cause and, where possible, full consultation with a parent/guardian and the student (if in the College's opinion the student is of sufficient maturity and understanding). Exclusions shall be carried out according to College policy, which is available to parents/guardians. Parents/guardians have the right to appeal to the Board of Trustees on a decision to permanently exclude a student.

14. Parental Consent. If one parent/guardian of a child consents to or approves a course of action, both parents/guardians will be deemed to have given such consent or approval, and the College shall not be obliged to obtain the consent of both parents/guardians. Where the need arises, the College may authorise the taking of such action as the College deems necessary or desirable in the circumstances, including obtaining medical examination or treatment of a child, calling for further medical or specialist advice or treatment or the removal of the child to a hospital or other location, all expenses thereby incurred being for the parent's/guardian's account. The College will endeavour to contact one or both parents/guardians in the above circumstances and endeavor to obtain their consent but where neither parent/guardian can be reasonably contacted or if the College deems that the circumstances do not reasonably allow for such contact to be made, the College is hereby authorised to take such action as it deems necessary or desirable in the interest of the child and the College.



15. College Liability. The College shall not be held liable or responsible for any personal or other injury or loss that a child, parent/guardian or any other person may sustain at any time:-

15.1 outside the College gates or premises including without limitation on the road, pavement or car parks outside the College, notwithstanding that College staff may be present or providing traffic control guidance at such location.

15.2 on a school bus or on a school trip save as specified in the College's school bus and trips policy.

15.3 within the College gates or premises unless such injury or loss is sustained during a College supervised activity and is directly and fully attributable to the fault or negligence of the College, the College officers or the College employees. In particular, the parent/guardian acknowledges that some College activities including without limitation sporting and play time activities are important to the students' educational and developmental needs, but by their nature such activities may involve the risk of physical injury even though the College has taken reasonable steps to minimise the risk of injury.

15.4 anywhere, whether within or outside the College gates or premises, in connection with any unsupervised activity or any activity partly or wholly supervised or provided by any third party other than the College.

16. Disclosure. Please note that it is important to declare in writing all medical, behavioural, emotional and other issues that might affect your child's life at the College. In the case of a child with special educational needs, the College shall have the right to assess at any time whether it can provide or continue to provide adequate educational care and provision. If your child has previously been asked to leave another school, this information must be provided. Failure to give full and frank disclosure in writing at any time during the application process shall entitle the College to withdraw or suspend the offer of enrolment or the enrolment itself or to make the offer or enrolment itself subject to new terms and conditions with immediate effect.

These Terms and Conditions are subject to amendment by the College and shall take effect within 30 days from the date written notice is given to a parent/guardian, whether by printed copy, email notification, website notification or otherwise.