

M.D GUNASENA INTERNATIONAL SCHOOL
TERMS AND CONDITIONS OF ADMISSION

1. Introduction

Terms and Conditions:

This writing together with the Application for Admission, the Offer of Acceptance, Fees list and the Handbook shall form a legally binding contract between the Parents and the School for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of the School. The School reserved the right to vary these Terms and Conditions, the contents of the School Hand Book and the Fees list from time to time to reflect changes in the law or in custom and practice at the School and as required by the Education Ministry in Sri Lanka.

2. The School

- a. **The School/We/Us means** The M.D Gunasena International School acting through the Principal. The School is managed by M.D.Guansena Educare private limited, a private limited liability company duly incorporated under the Companies Act of Sri Lanka.
- b. **The Principal is** the person appointed by the Board of Directors to be responsible for the Pupil and includes those to whom any of the duties of the Principal or the School have been responsibly delegated.
- c. **“The Parent/s”** means any person who has signed the Offer of Acceptance and registered the Pupil. Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Those who have “parental responsibility” (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child. The Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Pupil’s education at home and to ensure that the Pupil maintains appropriate standards of punctuality, diligence, language, discipline and dress.
- d. **“The Pupil”** is the child named on the Offer of Acceptance. The age of the Pupil will be calculated in accordance with relevant laws and regulations as applied by the Ministry of Education in Sri Lanka.
- e. **Fees and Notice:** The rules concerning fees and notice are of particular importance and are set out in Sections 4 and 5 below.

- f. **Our Aims:** The School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. The School is a private self-regulating community which respects the human rights of Pupils and their parents, who in turn accept that the School's lawful policies, disciplines and rules must sometime take precedence over the wishes of individuals. We are committed to high standards of teaching and care. The School is an environment in which Pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
- g. **Changes at the School:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework and other such like matters. In addition Fee levels will be reviewed each year and there will be increases from time to time to meet the demands.
- h. **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice of a change.
- i. **Documents referred to:** Before accepting the offer of a place, Parents hereby acknowledge that they have received a copy of these terms and conditions, the applicable Fees List and the School Hand Book containing School Rules. Parents also have had the opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

3 Care and Good Discipline

- a. **Communications with Parents:** Communications or instructions from one of the Parents or any person with legal Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the Withdrawal of the Pupil from the School for which purpose both Parents or if only one parent is alive such parent or any person with legal Parental Responsibility shall be required to consent.
- b. **Principal's Authority:** The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's wellbeing and the welfare of the school.

- c. **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence.
- any known medical condition, health problem or allergy affecting the Pupil;
 - any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family;

 - any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;

 - any family circumstances or court order which might affect the Pupil's welfare or happiness;

 - any concerns about the Pupil's safety;
- d. **Physical Contact:** The Parents' consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated and the school shall not be responsible for any such injury.
- e. **Emergency Medical Treatment:** The Parents authorise the Principal to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time. The Parents must comply with the School medical officer's recommendations which may include a reasonable decision to release the Pupil home when he/she is unwell.
- f. **The Pupil's Health:** The Principal may at any time require a medical opinion or certificate as to the Pupil's general health where the Principal considers that necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Parents must inform the Principal in writing if the Pupil has any known medical condition, health problem, disability or allergy or will be unable to take part in sport activities or has been in contact with an infectious or contagious disease.
- g. **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The Pupil is expected to take a full part in the activities of the School, to attend punctually on each school day, to work hard, to be well behaved and to comply with the School Rules as contained in the School Handbook about wearing the school uniform.
- h. **The School Handbook and School Rules:** Each Pupil is supplied with a copy of the School Handbook comprising of the School Rules giving information about the ethos and rules at the School. The purpose of the School Rules is to help every Pupil know what is expected and to encourage courtesy and consideration for others. Each Pupil and Parent should read the School Rules.

- i. **Provision of Education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- j. **Organisation of the Curriculum:** We reserve the right to organise the curriculum and its delivery in keeping with the prescribed manner as accepted and followed by Schools and in a way which, in the professional judgement of the Principal is most appropriate to the School community as a whole.

4. **Fees**

- a. **Payment of Fees:** The Parents jointly and severally undertake to pay the Fees applicable to each Term directly to the School. Fees for each Term are due and payable as cleared funds before or within fourteen (14) days of the commencement of the School Term to which they relate.
- b. **Non-Payment:**

Exclusion: The School reserves the right to exclude the Pupil from attending school on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn from School without Notice and one (01) month's Fees in lieu of notice will be payable by the Parent to the School immediately upon demand. Exclusion in these circumstances is not a disciplinary matter and shall be final and conclusive. The School may withhold any information and character references while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.

Examinations: If the Fees are overdue the School shall not register a Student for a Public Exam and no Pupil will be permitted to present himself/herself and sit an examination in the School.

- c. **Refund/Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction, Fees will not be refunded, reduced or waived if:
 - the Pupil is absent through illness; or
 - the Term is shortened or a vacation extended; or
 - the Pupil is released home before or after public examinations or otherwise before the normal end of a term; or
 - the School is temporarily closed due to circumstances beyond its control including adverse weather conditions, infectious illness or like situations

- d. **Payment of Fees by a Third Party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or such like third party) to pay the Fees or any other sum due to the School does not release Parents from any liability under these Terms and Conditions if the third party defaults or affect the operation of these terms and conditions. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- e. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only and does not guarantee the continued permission for the pupil to attend classes and such shall be at the complete and sole discretion of the School.
- f. **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. The school shall wherever possible provide a Term's prior written notice of any increase of Fees.
- g. **Scholarships and Bursaries:** Every scholarship and bursary is a discretionary privilege subject to high standards of behaviour, attendance and work on the Pupil's part and to the Parents treating the School and the staff reasonably. The terms of a scholarship or bursary are as decided upon from time to time by the School and such terms shall be made available to a parent on request. A Scholarship may be discontinued by the School if the Student does not achieve a minimum grade of 80% or more for an academic year in the core subjects such English, Science, Mathematics and such subjects as shall be determined as core subjects In terms of the National Curriculum.

5. Events Requiring Notice in Writing

- a. **Notice:** means (unless the contrary is stated in these Terms and Conditions) a Calendar month's written notice is given by:

1. both Parents; or
2. one of the Parents with the prior written consent of the other parent; and
3. any other person with Parental Responsibility as recognized and appointed by law

Notice is addressed to and received by the Principal or such person duly authorised on behalf of the Principal. It is expected that the Parents will consult with the Principal before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

- b. **Fees in Lieu of notice:** In circumstances where the Parents have not given a calendar month's written Notice, Fees in lieu of notice means Fees in full at the rate applicable for the Term in which the withdrawal happened or the Term following the withdrawal as the case maybe. One Term's Fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- c. **Withdrawal:** Withdrawal means the withdrawal of the Pupil from the School by the Parents with or without Notice required under these terms and conditions at any time after the Pupil has entered the School.
- d. **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Calendar month's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in Clause 4b, Fees in lieu of notice less the Acceptance Refundable Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.
- e. **Prior Consultation:** It is expected that the Parents will in every case consult personally with the Principal before Notice of Withdrawal is given by the Parents.

6. Discipline, Removal and Expulsion of a Pupil

- a. **School Regime:** The School provides authority to the Principal to impose a disciplinary regime and the Principal is entitled to exercise a wide discretion in relation to this regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- b. **School Discipline:** The Parents hereby confirm that they accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all Pupils when they are on School premises, or in the care of the School outside of the School premises, or wearing school uniform, or otherwise representing or associated with the School event outside the school premises and outside school hours.
- c. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. In cases of serious breach of school discipline where a serious school sanction may lead to a suspension or expulsion, the School will attempt to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the Pupil's choice.

- d. **Terminology:** In these Terms and Conditions “Suspension” means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation. “Final Warning” means that the Pupil has committed a breach or breaches of the School's disciplinary policy and a further breach that would result in a suspendable offence will result in Expulsion. “Expulsion” means that the Pupil is required to leave the School permanently including in the circumstances described in clause 6e below. “Removal” means that the permanent removal of the Pupil from the School is required in the circumstances described in clause 6g below. “Released home” means that the Head has consented to the Pupil being away from school for a specified period of time. “Exclusion” means that the Pupil may not return to school until the arrears of Fees have been paid.
- e. **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal’s decision to expel shall be subject to a Directors’ Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See Clause 7l and 7m.
- f. **Fees After Expulsion:** If the Pupil is expelled, there will be no refund of the Fees for the current or past terms and the Acceptance Refundable Deposit shall be refunded less any sums owing to the School.
- g. **The Parents may be required to remove the Pupil permanently from the School, if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:**
by reason of the Pupil’s conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or

the Parents have treated the School or members of its staff unreasonably; then
in these circumstances, and at the sole discretion of the Principal withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Principal’s decision to require the Removal of the Pupil shall be subject to a Board of Director’s’ Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the school pending the outcome of the Review.
- h. **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described in Clause 6, the provisions relating to Fees shall be as set out in Clause 6f save that the Acceptance Refundable Deposit will be refunded less any sums owing to the School.

- i. **Discretion of the Head:** The decision to Exclude, Suspend or require Removal or Expel a Pupil and the manner and form of any announcement shall be at the sole discretion of the Principal who will act fairly when exercising his/her discretion. In no circumstances shall the School or its staff be required to divulge to Parent/s or others any confidential information or the identities of Pupils or others who have given information which has led to Suspension, the requirement to Remove or Expulsion or which the Principal has acquired during an investigation.
- j. **Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.
- k. **Board of Director's Review:** In the event of Expulsion or of a Pupil's Removal being inquired, Parents may ask for a Board of Director's Review of the decision. The Parents cannot request a Governors' Review regarding a decision to Suspend a Pupil unless the Suspension is for 14 school days or more, or would prevent the Pupil taking a public examination. The request must be made as soon as possible and in any event within seven (07) days of the decision being notified to the Parents.
- l. **Review Procedure:** The Principal will advise the Parents of the procedure (current at that time) under which a Board of Director's Review shall be conducted. If the Parents request a Board of Director's Review, the Pupil will be suspended from the school until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Principal. A Board of Director's Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- m. **Access:** A Pupil who has been Withdrawn, Excluded, Suspended, Removed or Expelled from the School has no right to enter school premises without the written permission of the Principal.

7. Events Beyond the Control of Parties

- a. **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation.
- b. **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- c. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 9b above shall notify the other of the steps to be taken to ensure performance of this Agreement.

8. General Conditions

School Leaving Certificate and Character References: The School will issues a such Certificate and Reference in evidence of the Pupil’s attendance and record at the School upon the Pupil ceasing to be a Pupil of the School whether for reason of withdrawal, removal or expulsion excepting if such student has failed complete three (03) terms of study in the grade as of the relevant time and/or has not sat for the final examination of the three (03) terms of study and obtained a pass mark.

The Pupil is in the care and custody of the School during school hours and after if engaged in the activities of the School and parents shall not have access to the school premises or the pupil unless with prior permission obtained or in the case of an emergency whether medical or otherwise as notified by the parent to the School and permission obtained to enter the school premises or as notified by the School to the Parent and access granted.

- a. **Special Precautions:** The Principal needs to be aware of any matters that are relevant to the Pupil’s security and safety. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Pupil for whom any special safety precautions may be needed. A Parent may be excluded from the School premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.
- b. **Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he/she leaves the School premises in breach of School Rules or Regulations.
- c. **Liability:** The School does not, unless there has been negligence or other wrongdoing, accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property whether on the School premises or outside whilst representing the school in any wise.
- d. **Transport:** The Parents’ consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type as part of a school activity.
- e. **Conduct of Parents:** The Parents will behave appropriately when on School premises. This includes complying with the School Rules currently in force in relation to entering the school premises including parking within School premises.
- f. **Photographs:** By agreeing to these terms and conditions the Parents’ consent to the School obtaining and using photographs or images of the Pupil for:

1. use in the School’s promotional material such as the prospectus, the website or social media;
 2. press and media purposes;
 3. educational purposes as part of the curriculum or extra-curricular activities
- g. **Pupil’s Personal Property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, watches, jewellery, computers, musical instruments and sports equipment and for property lent to them by the School. The Pupil is responsible for ensuring that all such property is clearly marked with their name. The Pupil is responsible for the safe condition and use of all property which they bring on to school premises.
- h. **Queries and Complaints:** Any question, concern or complaint about a Pupil or any educational issue concerning the Pupil must be notified in writing to the School as soon as is practicable in terms of the procedure laid out for a complaint as contained in the School Hand book.
- i. **Progress Reports:** The School monitors each Pupil’s progress and, at least three times a year, Parents will receive a report in writing and also be informed at a meeting with the subject teachers.
- j. **Learning Difficulties:** The School will do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a ‘special educational need’. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the Pupil is falling behind with studies. A formal assessment can be arranged by the School at the Parents’ expense, or by the Parents. Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties and will not be responsible for not having made a correct diagnosis or no diagnosis.
- k. **Information about Learning Difficulties:** The Parents must notify the Principal in writing if they are aware or suspect that a Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil’s special educational needs.
- l. **Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Pupil’s rights to confidentiality, and to impart confidential information on a “need to know” basis where necessary to safeguard or promote the Pupil’s welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The Parents’ consent to the School making enquiries of the Pupil’s previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

- m. **Examinations, Reports and References:** The School will enter a Pupil's name for an examination if the Principal is satisfied that such is in the best interests of the Pupil. The Principal may, after consultation with the Parents and the Pupil decline to enter the Pupil's name for a public examination if, in the exercise of his/her professional judgement, the Principal considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the Pupil's tutors. Information supplied to the Parents and others concerning the progress and character of a Pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where Parents are separated or divorced, reports and other information will be sent to the person with whom the Pupil normally resides. Duplicate reports will be sent on written request only.

- n. **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it. This contract is for the provision of education for the Pupil named on the Offer of Acceptance Letter and not for any other child including siblings of the Pupil.

I hereby certify and abide by the terms and condition of admission laid down by M. D. Gunasena International School.

Name of the Parents/Guardian (Block Capitals):.....

Signature of the Parents/Guardian :.....

Date :.....

Principal Signature :.....