



TERMS AND CONDITIONS GOVERNING ENROLMENT AND ADMISSIONS TO DULWICH COLLEGE BEIJING

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.

1. *Admissions and College Policies.* The enrolment of the candidate at the College, including the placement of the candidate 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. *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College of an Enrolment Offer.* If any of the following occurs, the offer of enrolment or the enrolment itself can be withdrawn or suspended or made subject to new terms and conditions: (i) the College determines there has been any breach of the College’s policies or procedures; (ii) there has been any misrepresentation or inadequate disclosure about the candidate; (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 candidate fully before offering a place to the candidate (e.g., where the candidate was overseas) and subsequently determines it cannot meet the child’s needs.
3. *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. The Placement Deposit will be refunded when the student leaves the College in accordance with the College’s *Withdrawal Notice* and *Refunds* policies, subject to any set-off referred to below. Any refund of the Placement Deposit shall be without interest and without taking into account fluctuations in exchange rates. The College reserves the right to apply the Placement Deposit to pay part or all of any amount that the parent/guardian may owe at any time to the College. Placement Deposits are not transferable to other Dulwich Colleges.
4. *Withdrawal Notice.* If a parent/guardian desires to withdraw a child for any reason from the College, that parent/guardian shall deliver a 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 29th 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 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.



5. *Refunds.*

Withdrawal before Attendance. (i) If a Placement Deposit is paid but the student does not attend the College after an enrolment place has been reserved for the relevant first term, and the tuition fees for that term *have not* been paid, the Placement Deposit will not be refunded and tuition fees for that term due will be offset by the amount of the Placement Deposit. (ii) If a Placement Deposit is paid but the student does not attend the College after an enrolment place has been reserved for the relevant first term, and the tuition fees for that term *have* been paid, the Placement Deposit will be refunded, minus any amount necessary to pay charges for missed terms. In either (i) or (ii) above, the full tuition fees for the relevant first term must be paid by the parents/guardians.

Withdrawal after Attendance. If adequate notice of withdrawal is given and fees have been paid in full, the Placement Deposit will be refunded in full and the missed terms' fees will be refunded after deduction of a 5% surcharge per term. If late notice of withdrawal is given and fees have been paid in full, the Placement Deposit will be refunded in full, but the fees for the term for which inadequate notice was given shall not be refunded; and if the fees for that term have not been paid they shall remain due and payable. A full term's fees are payable for any term during which the student is in attendance, be it for part or all of the term. If necessary, the Placement Deposit will be applied towards outstanding fees and surcharges. Please note that the 5% surcharge applies to fees paid annually and to fees paid by term. All fees are subject to variation at any time and the fee rates shown to a parent/guardian may not be the rates applicable at the date when a place is offered. For detailed refund information, please see the table below.

FEE REFUND INFORMATION					
Withdrawal From	Notification Date	Placement Deposit	Term 1 Tuition	Term 2 Tuition	Term 3 Tuition
Term 1 of upcoming or current school year	Before and on 29 th April	Full	95%*	95%*	95%*
	30 th April to 15 th October	Full	None	95%*	95%*
	After 15 th October	Full	None	None	95%*
Term 2 of current school year	Before and on 15 th October	Full	---	95%*	95%*
	16 th October to 31 st January	Full	---	None	95%*
	After 31 st January	Full	---	None	None



Term 3 of current school year	Before and on 31 st January	Full	---	---	95%*
	1 st February to 29 th April	Full	---	---	None
	After 29 th April	None	---	---	None
* After 5% surcharge.					

6. *Fees Due Before Term Begins.* The parent/guardian accepts that each term's tuition fees and all other sums for which the parent/guardian is liable must be paid before the beginning of the College term. Whether tuition is paid by the parent/guardian or the employer of one of the parents/guardians, the parent/guardian shall take full responsibility to ensure that tuition fees are paid in full before their child may begin classes at the College.

7. *Administration Charge for Late Payment.* If the parent/guardian does not pay any type of fees and expenses 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, RMB1,000 will be charged when the College issues the first reminder, and if fees 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 expenses.

8. *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.

9. *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 specified in the billing invoice. 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.



10. *Student Photographs.* Photographs or film of students, including the candidate, may appear in the College's materials, brochures, websites, advertisements or press releases. Parents/guardians who would not like their child to appear in any or all of these must notify the College in writing at the time of application.
11. *Termination by the College:* The College may at any time terminate this agreement and the candidate'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 expulsion 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). The College will in these circumstances duly consider whether it would be fair and appropriate to refund the Placement Deposit, subject to any relevant set-off against sums due from the parent/guardian to the College.
12. *Parental Consent.* If one parent of a child consents to or approves a course of action, both parents will be deemed to have given such consent or approval, and the College shall not be obliged to obtain the consent of both parents. The same applies where there is more than one guardian. 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 in the above circumstances and endeavour 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. The same applies where there is more than one guardian.
13. *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:-
 - 13.1 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.
 - 13.2 on a school bus or on a school trip save as specified in the College's school bus and trips policy.
 - 13.3 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.

13.4 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.

14. *Disclosure.* Please note that it is important to declare all medical, behavioral, 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 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.

The terms are subject to amendment by the College provided 30 days' written notice is given to a parent/guardian.