

TERMS AND CONDITIONS

ACE of BRUSSELS IS A NOT-FOR-PROFIT ORGANISATION

1. DEFINITIONS

(a) In these terms and conditions:

"Application Process" means the process provided by the School for parents to complete when applying for a place for their child(ren) at the School:

"child" means a child or student or candidate of whatever age admitted by the School to be educated.

"the Disciplinary Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on request from the School;

"application fee" means the sum set out on the Admissions and Fees page of the school website www.ACEofBRUSSELS.com to cover the cost of admission;

"fees" means the fees set out on the Admissions and Fees page of the school website www.ACEofBRUSSELS.com and as amended from time to time, usually on an annual basis or otherwise;

"other fees" means fees relating to services offered by the school such as, but not limited to, trips, additional resources, SEN, extracurricular activities and garderie;

"Principal" means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"term" means a term of the School as indicated on the school calendar, which is located on the school website www.ACEofBRUSSELS.com;

"notice of withdrawal" means formal, written notice of intent to withdraw a student using the school Notification of Withdrawal form;

"Terms and Conditions" means these Terms and Conditions. ACE of BRUSSELS reserves the right to amend the Terms and Conditions;

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"We" or the "School" means the legal entity operating as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires for ACE of BRUSSELS and ACE START; Juniors, Seniors, Rising, Plus, Connect, ASCEND;

"You" or the "Parents" means each person who has signed the Application process as the parent or guardian of a child/student/candidate, or who with the School's written consent has subsequently assumed parental responsibility for such child.

(b) The "School" means ACE of BRUSSELS and ACE of BRUSSELS SCHOOL including ACE START, Juniors, Seniors, Rising, Plus, Connect and Ascend.

(c) The Application Process, the Admissions and Fees page of the school website www.ACEofBRUSSELS.com, the Parent Handbook, the Disciplinary Procedure and these Terms and Conditions constitute the terms of a school fees contract between you and the School. It is not intended that the terms of the contract shall be enforceable or disputable by your child or by another third party.

2. APPLICATION, ACCEPTANCE AND APPLICATION FEE

(a) Application Process

The enrolment of a new student will only be taken into consideration and processed by ACE of BRUSSELS upon receipt of a completed application process, receipt of any requested documentation, and receipt of the application fee. The application fee covers the cost of processing the admission. It does not secure a place for your child at the School. The application fee is non refundable. The ACE of BRUSSELS academic year runs from 1 September to 31 August and this determines in which year group and class your child will be, should a place be offered. If we are unable to offer your child a place we will notify you in writing and your application fee will be refunded.

(b) The School has no obligation to admit a student who applies for a place and is not obliged to justify its decision not to admit a student.

(c) Acceptance of a Place

An offer of a place for your child at the School is valid for 28 days. Upon acceptance of the offer or a place, payment of the fees in full, is due within 30 days of receipt of the invoice.

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(d) Enrolment

Upon the school's registration of the enrolment of the student (and annual re-enrolment thereafter), the parent (jointly with the corporate sponsor where applicable) agrees to pay the invoiced school fees in accordance with these general conditions and the applicable fee tariff, as published on the school website. After 10 business days, notification is required using the school Notification of Withdrawal form and parents will be liable for a year's fees, less 25% as long as the Notification of Withdrawal is received before 31 October..

(e) Students who were enrolled for the previous School year are enrolled automatically, for the next complete School year with all consequences related thereto and all fees shall be payable. In case the School, the student or the parents decide not to enrol the student for the next School year, the school Notification of Withdrawal form must be sent to ACE of BRUSSELS not later than 13:01 CEST 15 April of the preceding School Year. Such a decision by the School, the student or the parents will not give rise to any damages whatsoever.

3.SCHOOL FEES

(a) School fees cover the cost of in school tuition only. Any additional tutors for subjects not covered in school incur an additional fee. Additional educational materials, such as, but not limited to, PE kit, examination fees and electronic devices, shall be supplied by the parents. Trips and visits shall be deemed to be supplemental to items met by the fees and charged to the parents. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.

(b) Any optional extras, such as but not limited to private music lessons or catering, will incur an additional charge.

(c) Each person who has signed the application process for a place is liable for the entirety of the fees due and any supplemental charges. The persons who have signed the Application Process remain liable to the School for the whole of the fees and supplemental charges due unless the School has agreed in writing to look exclusively to any other person for payment of the fees or charges or any part of them.

(d) Each invoice for fees must be paid in full on or before 15 days of the date indicated on the invoice and by our preferred payment method.

Fees must be paid online or by electronic bank transfer to the School's bank account. Any bank charges incurred will be paid by the payee.

Supplemental charges will be invoiced separately and must be paid by electronic transfer to the School's bank account.

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(e) THE SCHOOL FEES CONTRACT IS AUTOMATICALLY RENEWED ON 13:01 CEST, 15 April FOR THE NEXT SCHOOL YEAR. IF THE STUDENT IS TO BE WITHDRAWN AT THE END OF THE CURRENT SCHOOL YEAR, THE SCHOOL MUST RECEIVE THE SCHOOL'S NOTIFICATION OF WITHDRAWAL FORM NO LATER THAN 13:01 CEST 15 April. In the absence of receiving the school's Notification of Withdrawal form the contract shall be renewed for another complete school year and the fees shall be payable. Invoices will be issued on 01 May or immediately after that date. Payment is due in full or a payment plan agreed no later than 15 days after the date of the invoice.

Formal notice, using the school's Notification of Withdrawal form in Veracross, must be submitted to ACE of BRUSSELS and acknowledged by the school for any student that leaves ACE of BRUSSELS during the school year. **If Notification of Withdrawal is received on or before 31 October that the student will be leaving school on or before 31 January then 25% of the fees will be reimbursed. No refund will be due if Notification of Withdrawal is received after 31 October even if the child leaves before 31 January.** If the student leaves on 1 February or later, the parents will not receive any reimbursement of fees. If fees are paid by an agreed payment plan and the student leaves on or before 31 January then parents are still liable for 75% of the annual fee.

Students who leave between 01 September and 31 January will receive 25% of full year fees if full fees have been paid and Notification of Withdrawal is received before 31 October.

Students who leave after 31 January and do not submit Notification of Withdrawal are not entitled to a refund.

All fees must be paid by the due date indicated on invoices. All fees must be paid, including outstanding fees on a payment plan, before a child has their last day in school. This includes early or mid year withdrawal.

(f) We reserve the right to refuse to allow your child to attend the School and we will withhold any references or school reports while fees or supplemental charges remain unpaid and overdue. Defaulted or late payments will automatically result in interest of 2% per month of the unpaid balance without any written notice from the school. A fixed indemnity of 125 EUR for administration costs will be applied for each unpaid invoice. Any other school or educational establishment to which you propose to send your child will be informed of any outstanding fees.

(g) The fees will be reviewed from time to time and may be increased by such amount, as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees but are not obliged to do so.

(h) Fees and any prepaid supplemental charges, such as but not limited to clubs or speech therapy, will not be reduced or refunded as a result of absence due to illness or otherwise. With advance notification we will try to reschedule if possible.

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(i) Upon request of the parents, the school accepts to send the invoice for Fees and/or Other Fees due to the school to a third party, such as the employer of one of the parents. Notwithstanding any payment arrangements between the parents and third parties, the parents remain jointly and severally liable for the full payment of all invoices. All charges incurred, including late fees, by ACE of Brussels as a result of student application, student fees and student expenses must be covered by the parents.

(j) The amount of the Other Fees and the enrolment procedure for these additional services are available upon request. The enrolment procedures and the amount of the Other Fees are hereby accepted by the student/the parents.

(k) The school has the right to terminate the contract with immediate effect, without any recourse to the courts and without any damages whatsoever to the student/the parents, if the student/the parents fail to pay the Tuition Fees or Other Fees, provided that no payment was made within one month after a written notice was sent by the school to the student/the parents. The termination of the contract will result in the immediate exclusion of the student from the school.

(l) Final report cards and other documentation will not be released until all fees owed to the school have been paid.

(m) External examination fees for both private and ACE students are paid by a separate invoice. In the event of cancellation, candidates will be charged according to the fee schedule. There will be no refund for partial subject entry withdrawals. The subject examination fee is non transferable from one exam session to another. Cambridge International Examinations does not refund examination fees unless medical evidence is submitted and approved by Cambridge.

4. NOTICE REQUIREMENTS

(a) If you wish to withdraw your child from ACE of BRUSSELS, then the School must receive the school's Notification of Withdrawal form. In cases where the required notice is not given, the appropriate fees will become due and owing to the School.

In case the School or the student/the parents decide not to enrol for the next School year, the School's Notification of Withdrawal form must be received by ACE of BRUSSELS not later than 13:01 CEST 15 April of the preceding School Year. Such a decision by the School or the student/the parents will not give rise to any damages whatsoever.

(b) If you withdraw your child from an activity or your child ceases to participate in an activity part-way through a term, you will still be liable for the fees. You will not be reimbursed for any fees already paid.

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5. SCHOOL RULES

(a) It is a condition of remaining at ACE of BRUSSELS that your child complies with the School rules and customs as amended from time to time. In particular, you undertake to ensure that your child attends School daily and punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

(b) The Principal may require your child to submit to testing for drugs in accordance with suitably approved procedures.

(c) The School reserves the right to monitor your child's email communication and internet use for security purposes.

(d) The student and the student's family agree to comply with and be subject to ACE of BRUSSELS's rules and policies as set forth in the Parent Handbook and Student Handbook, as amended from time to time. The Parent Handbook, Student Handbook and policies can be found in the School Policies for Enrolment section on the Online (Re)Enrolment homepage.

6. DISCIPLINARY PROCEDURES

(a) The Principal may, at their discretion, require you to remove your child from the School for a fixed period of time or permanently. This will happen if the Principal considers that your child's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory. In addition, the Principal may also remove or exclude your child if the School's best interests or those of your child or other children are affected, or the School is brought into disrepute.

(b) The Principal may at his or her discretion require you to remove or may exclude for a fixed period of time or permanently, your child if their behaviour is, in the opinion of the Principal, unreasonable and affects, or is likely to adversely affect, the well-being of School staff.

(c) Should the Principal exercise their right under sub-clauses 6(a) or 6(b) above, you will not be entitled to any refund or remission of fees or supplemental charges paid or due.

(d) The Student Behaviour Matrix sets out examples of offences likely to be punishable by a fixed period of time, or temporary or permanent exclusion. These examples are not exhaustive and, in particular, the Principal may decide that removal or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

(e) The review of serious disciplinary matters is governed by the Complaints Procedure.

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7. THE SCHOOL'S OBLIGATIONS

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of their statutory schooling or the parents choose to withdraw their child.

(b) While your child remains a pupil at ACE of BRUSSELS we undertake to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

(c) In order to fulfil our obligations, we need your cooperation, in particular, by fulfilling your own obligations under these terms and conditions; encouraging your child in their studies; giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(d) We undertake not to subject your child to corporal punishment nor to physical contact, except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities, which may entail some risk of physical injury.

(e) If your child requires urgent medical attention while under the School's care, we will, if practicable, attempt to obtain your prior consent. However, should we be unable to contact you, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

(f) Although our website describes the broad principles on which the School is presently run and is believed to be correct at the time of writing, it does not form part of the contract between you and the School except for the Admissions and Fees page. We reserve the right to make changes to any aspects of the School, including the curriculum and where practicable will consult with parents on such changes.

(g) We shall monitor your child's progress at the School and produce regular reports. We shall advise you if we have any concerns about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. You may be asked to withdraw your child without being refunded fees if, in the opinion of the Principal, the School cannot provide adequately for your child's special educational needs.

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8. THE PARENTS' OBLIGATIONS

(a) It is a condition of your child joining the School that you complete and submit to the School a medical questionnaire about your child. You undertake to inform the School of any health or medical conditions, learning issues, disabilities or allergies that your child has or subsequently develops, whether long-term or short-term, including any infections.

(b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(c) In Belgium, attendance at school is compulsory from the age of 5 years. The Principal must be informed in writing of any reason for your child's absence from School. If your child is absent from school for more than 1 day, a doctor's note is required. The School's prior consent must be obtained for planned absence from the School using the School's Request for Leave of Absence Form located on the school website or obtainable from the office.

Children must adhere to the schedule the parents have indicated at the beginning of each term regardless of absences due to illness, travel, holidays or temporary closure of the school e.g. snow days.

(d) We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a School activity or are otherwise under the supervision of a member of the School staff.

(e) If you have cause for concern as to a matter of safety, care, discipline or progress of your child, you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

(f) Parents must provide the required uniform as specified by the school. This includes appropriate shoes for indoors and school uniform items. The school operates a Bring Your Own Device (BYOD) system. Parents also need to provide an electronic device that is charged and downloaded with the required software.

9. INSURANCE

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

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10. CONFIDENTIALITY AND REFERENCES

(a) You consent to our supplying information and a reference in respect of your child to any educational institution which your child may attend. Any reference supplied by us shall be confidential. We will take reasonable care to ensure that all information that is supplied relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from a reference or report given by us.

(b) You consent to us making use of information relating to your child whilst they are at the School and after they have left for the purposes of communicating and managing relationships with pupils and former pupils of the school.

11. INTELLECTUAL PROPERTY RIGHTS

We shall recognise any intellectual property rights vested in your child.

12. CHANGES IN OWNERSHIP

For the purposes of reconstruction or amalgamation, we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. COMMUNICATIONS

All notices required to be given under these terms and conditions must be given in writing or by email. You undertake to notify the School of any change of address, email address or telephone number of any person who has signed the Application Process.

Communications (including notices) will be sent by the School to the email address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Principal and sent to the School's address at info@aceofbrussels.com.

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14. INTERPRETATION AND APPLICATION OF THE TERMS AND CONDITIONS

(a) Headings in these terms and conditions are for ease of understanding only and do not form part of these Terms and Conditions.

(b) These general terms and conditions apply from the moment the student/the parents submit an application for the School until the student is no longer enrolled in the School and all outstanding issues, including outstanding fees, between the School and the student or their parents related to the student's enrolment are finally settled, and to each contract entered into between the School and the student/their parents.

(c) The invalidity or an inability to enforce any provision(s) of these general terms and conditions shall in no way affect the validity or enforcement of any other provision(s) or any part thereof.

15. JURISDICTION AND GOVERNING LAW

The contract between you and the School is governed by Belgian Law. All disputes arising out of or in connection with these general terms and conditions and with the contracts to which they apply, shall be submitted to the exclusive jurisdiction of the courts of Brussels.

16. FORCE MAJEURE

In the event of interruption of the School services due to (a) unsafe weather conditions, (b) force majeure, or (c) any decision of any federal or regional government or authority to partially or entirely close the School, there will be no refund of the Tuition Fees/Other Fees.

17. VARIATIONS

You acknowledge that the School's rules and policies, as well as its fee structure, change from time to time. Sometimes this is due to external factors such as changes in the law, regulatory requirements or market conditions. You agree to such changes when the School introduces them.

Parents will be given a minimum of one term's notice of any changes to be invoked that will fundamentally affect the educational provision at the school.

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