



HARROW  
INTERNATIONAL  
SCHOOL  
哈罗国际学校  
SHANGHAI 上海

## SHANGHAI HARROW SCHOOL FOR CHILDREN OF FOREIGN NATIONALITY

### Terms and Conditions

The Terms and Conditions are based on the standard for all Harrow International Schools.

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#### A Introduction

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1. **These Terms and Conditions** form the contract among the parties.
2. **Variations:** The school reserves the right to change or add to these Terms and Conditions from time to time and will provide at least one full School term's notice of substantial changes to the parents before the changes take effect. Please see **Section K** for further information.
3. **The School's Prospectus and website** are not contractual documents. Please see Clause 98 of this document for further information.
4. **Fees and Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I**.
5. **Documents referred to:** On accepting the offer of a place, parents and pupils receive a copy of the School Rules (as contained in the Parents' Handbooks) and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to **Section K**.

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#### B Terminology

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6. **"The School"** means Shanghai Harrow School For Children of Foreign Nationality.

Harrow School Shanghai  
No.588 Gaoxi Road, Pudong, Shanghai  
Tel: +86 6881 8282  
www.harrowshanghai.cn

7. **"Governors"/"Governing Body"** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for the governance of the School.
8. **"The Head"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing body have been delegated.
9. **"The Parents"/"You"** means any person who has signed the Admission to the School Application Form ("the Application Form") and/or who has accepted responsibility for a pupil's attendance at the School.
10. **"The Pupil"** is person who will be or is studying at the School and named as the pupil on the Application Form.

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## **C Admission and Entry to the School**

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11. **Registration and Admission:** Registration for possible entry to the School is managed through the Admissions Office. Registration is not completed until the parents have received an acknowledgement of registration and the non-refundable Application Fee has been paid. This **does not** constitute an offer of a place at the School.
12. **Equal Treatment:** The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. Although the School retains the right to decide the extent to which expressions of religious and cultural identity can be accommodated within the life of the School.
13. **Offer of a Place:** On completion of Registration, the School assesses applicants and makes a decision as to whether or not to offer a place. For those offered a place, parents confirm that the pupil is definitely coming to the School in that term by signing the offer letter.
14. **Admission Requirements:** Before entering the School, the pupil must satisfy the School's entry requirements which may include an interview, school reports, a medical test (if applicable), references and any other test or assessment as the Head shall decide from time to time. In the case of sixth form entrants, iGCSE, or equivalent qualifications should be met. Entry to the School is at the discretion of the Head and might be refused if, for example, the pupil's previous school confirms that school fees remain unpaid or in the event of an unsatisfactory report. It should be the parent's responsibility at all times to ensure that the pupil has the

appropriate immigration permission to reside in the country and to study at the School.

15. **Resources Fee:** The refundable Resources Fee is payable upon a parent's acceptance of an offer from the School to support the initial investment of educational resources. This fee is held by the School to ensure that School property including books, reference materials, IT equipment, science equipment and other academic and co-curricular resources are duly returned to the School in satisfactory condition. The Resources Fee will be refunded to parents, without interest and without taking into account fluctuations in exchange rates, after the return of School property and deduction of any reimbursement due to damage to the School property and deduction of any outstanding fees payable to the School. .

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## **D Pastoral Care**

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16. **Meaning:** Pastoral care is the thread that runs throughout all aspects of life at the School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the House and School community.
17. **The School's Commitment:** The School will do all that is reasonable to safeguard and promote the pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. The School will respect the pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
18. **Complaints/Concerns:** Any serious questions, concerns or complaints about a pupil's pastoral care, safety or quality of education must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure is available on the School's website. **See also Clause 71 below.**
19. **Head's Authority:** The parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the pupil's welfare.
20. **Ethos:** The ethos of the School must be such as to foster good relationships between members of the staff, among the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated.

21. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the pupil's health and welfare.
22. **Disclosures:** 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 immediate family, or any family circumstances or court order which might affect the pupil's welfare or happiness.
23. **Confidentiality:** The parents authorise the Head to override their own and (so far as they are entitled to do so) the pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the pupil's welfare.
24. **Use of E-mail and Internet:** The School's Policy on the use of e-mail and the internet is applicable to parents and pupils and is available to parents and pupils on request. The School reserves the right to monitor the pupil's e-mail communications and internet use.
25. **Safeguarding:** The School's Policy on Child Protection and Safeguarding is published on the School website. Parents are encouraged to make themselves familiar with this policy, and to pay particular attention to clauses which refer to the conduct expected of parents.
26. **Leaving School Premises:** The School will do all that is reasonable to ensure that each pupil remains in the care of the School during School hours but cannot accept responsibility for the pupil if he leaves the School premises in breach of School Rules.
27. **Residence During Term Time:** Pupils are required during term time and at weekends (permitted periods of time away from School) and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School.
28. **Absence of Parents and Guardianship Arrangements:** All Parents must inform their child's Class Teacher or Head of Phase in writing of the name, address and telephone number(s) of an education guardian or other suitable adult(s) willing and authorised by the parents to accept full responsibility for the pupil in the event of the School being unable

to contact the parents in an emergency or when the parents are either permanently or temporarily out of the country.

29. **Photographs:** The School, other schools in the Harrow International group and/or its management companies ("School Group") may from time to time include some photographs or images of pupils in the School Group's promotional material such as the prospectuses, website and videos, etc. The School Group would not disclose the name or home address of a child without the Parents' consent. See Schedule 1 for the School's Personal Data Protection Policy. By signing this Terms and Conditions, parents give their consent to such use.
30. **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 and approved by the School.
31. **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
32. **Insurance:** Parents are responsible for the insurance of the pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
33. **Liability – Reasonable Endeavours:** While the School will use its reasonable endeavours to educate the pupil, the School will not be liable for any failure of a pupil to attain any academic or other standard. Parents' consent to the pupil participating in all or any of the normal activities of the School during term time for which the School is insured and will not hold the Governors or the School's employees responsible for any injury or loss suffered by the pupil provided that the Governors and the School's employees exercise due care and attention. The School will not seek further consent for these activities in term time but undertakes to inform the parents of any activity which requires an overnight stay away from the School or travel outside the country in which the School is located although separate consent will be sought for any activity or expedition taking place outside this country.
34. **Liability – Limitation:** Any liability of the School to the pupil or parents shall be limited to the aggregate amount of fees paid in respect of the pupil. The exclusions or limitations of liability shall not apply so as to limit or exclude any liability of the School for death or personal injury resulting from the negligence on the part of the School.

35. **Third Party Service Providers:** The School will introduce pupils to third party service providers, for example, for catering services, school bus services and activities such as sport, music and art, but will not be held responsible for the conduct and/or actions of such service providers.

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**E Health and Medical Matters**

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36. **Medical Declaration:** Parents will be asked to complete forms of medical declaration concerning the pupil's health and must inform the Head, Head of Phase or healthcare officer in writing if the pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or has been in contact with infectious diseases or has medical treatment in the holidays. The School shall not be held liable for any harm or injury caused by any known medical condition, health problem or allergy intentionally withheld. Parents will be expected to keep their child's medical details up to date with the School's healthcare centre.
37. **Medical Care:** Every pupil must be registered on the register of the School Healthcare Centre while a pupil at the School. Parents' consent to the pupil being treated and prescribed for by the qualified nursing staff or healthcare officer and also to the administering of non-prescription remedies for minor complaints where appropriate and necessary by the Pupil's Head of Phase.
38. **Pupil's Health:** The Head at any time may require a medical opinion or certificate as to the pupil's general health where the Head considers that necessary as a matter of professional judgment in the interests of the pupil and/or the School.
39. **Medical Information:** throughout the pupil's time as a member of the School, the School healthcare officer, or the School's counsellor, shall have the right to disclose confidential information to the Head or Head of Phase about the pupil if considered to be in the pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.
40. **Emergency Medical Treatment:** The parents authorise the senior member of staff present to consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions, general anaesthetic and operations where certified by an appropriately qualified person necessary for the pupil's welfare and if the parents cannot be

contacted in time. Appropriate arrangements for emergency medical treatment for trips outside the country in which the School is located will be made by the master- in-charge of the trip.

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## **F Educational Matters**

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41. **The School's Commitment:** Within the published range of the School's provision from time to time, 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.
42. **Organisation:** The School reserves the right to organize the curriculum and its delivery in a way which, in the professional judgment of the Head, is most appropriate to the School community as a whole.
43. **Progress Reports:** The School monitors the progress of each pupil and reports regularly to parents by means of grades and full written reports.
44. **Sex Education:** All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the parents have given formal notice in writing that they do not wish their child to take part in the aspect of the curriculum.
45. **Public Examinations:** The Head may, after consultation with parents and the pupil, decline to enter the pupil's name for a public examination if, in the exercise of professional judgment, the Head considers that by doing so the pupil's prospects in other examinations would be impaired.
46. **Reports and References:** Information supplied to parents and others concerning the progress and character of the 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.
47. **Learning Difficulties:** The School will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". The School's staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties and the School will not accept liability for the absence of such diagnosis.
48. **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the pupil has a learning difficulty. A



formal assessment can be arranged by the School at the parent's expense or by the parents themselves.

49. **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that the 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. Parents may be asked to withdraw the pupil, without being charged Fees in lieu of notice if, in the professional judgment of the Head and after consultation with the parents and with the pupil (where appropriate), the School cannot provide adequately for a pupil's special educational needs. Remedial teaching provided by the School will usually be charged as an extra.
50. **A-Level Courses:** following admission to the School it is assumed that, subject to conduct and academic ability, a pupil will continue into the Sixth Form (and parents must in every case give a term's notice if that is not the pupil's and their intention) unless the pupil has been unable to satisfy the Sixth Form entry requirements. Entry to the Upper Sixth Form is conditional on achieving satisfactory results as defined periodically by the Head.
51. **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions, or work of the pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the pupil's role in creation/development of intellectual property.
52. **Pupil's Original Work:** Copyright in the pupil's original work, such as classroom work, prep or homework, projects, internal examinations scripts, paintings, other artworks and computer-generated material, belongs to the pupil. Most such work (but not examination scripts) will be returned to the pupil when it is no longer required for purposes of assessment or display.
53. **Educational Visits:** A variety of educational visits will be provided for pupils while at the School. The cost of some educational visits will be charged as an extra and added to the bill. Educational visits overseas or those involving an overnight stay will be the subject of a separate agreement with the parents. The cost of the trip will be payable in advance. The pupil is subject to School discipline in all respects whilst



engaged in a School trip. All additional costs of special measures (such as medical cost, taxis, air fares, or professional advice) necessary to protect the pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill payable by the parents.

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## **G Behaviour and Discipline**

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54. **Parents' Authority:** The Parents authorise either the Head or the pupil's Head of Phase while the Pupil is in the care of the School to take and/or authorize in good faith all decisions that safeguard and promote the pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for providing comfort to a pupil in distress or to maintain safety and good order in connection with the pupil's health or well-being.
55. **Conduct and Attendance:** The School attaches importance to courtesy, integrity, manners and good discipline. The pupil is expected to take a full part in the activities of the School including fieldtrips, sports trips, expeditions and exchanges with other schools in the Harrow International group, and, to be punctual, to work hard, to be well behaved and to comply with the *School Rules* (as contained in the relevant Parents' Handbook).
56. **Participation in Special events:** pupils will attend special ceremonies or religious observances such as the Christmas Carol Service unless parents request otherwise.
57. **The School Rules:** Parents are supplied with a copy of the relevant Parents' Handbook. Within this are the *expectations of behaviour* giving information about the ethos and rules of that particular phase of the School, for example, the uniform rules for each phase of the school. The purpose of policies on behaviour is to help every student and their parents know what is expected and to encourage courtesy and consideration for others.

It is a condition of remaining at the School that your child complies with the behaviour expectations. In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of dress, appearance and behaviour as may be issued by the School from time to time (if not already included within the Parents' Handbooks that are given to all parents/guardians). The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the expectations as promoted by the School.

58. **Conduct of the School:** The Head is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day-to-day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline and removal or expulsion as defined in Clause 64 below. The Head is not responsible unless negligent for a pupil who is absent from the School in breach of School discipline.
59. **School Discipline:** The parents hereby confirm that they authorize the Head and of other members of staff on behalf of the Head to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole.
60. **Investigative Action:** A complaint or rumor of misconduct will be investigated. The pupil may be questioned, and the pupil's accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the pupil's human rights and freedoms and to ensure that the parents are informed as soon as reasonably practicable after it becomes clear that the pupil may face formal disciplinary action.
61. **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the pupil in any of the circumstances explained in the other clauses of Section G shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the parents or guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or a guardian, the pupil will be assisted by an adult (usually a teacher) of their choice.
62. **Divulging Information:** Except as required by law, the School and its

staff shall not be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

63. **Drugs and Alcohol Policy:** A pupil will be required to leave for possessing or using an illegal drug in or out of term time. The Head may, at any time, both arrange to conduct a search of the pupil's possessions including his or her locker or desk and require the pupil to undergo a medical examination or provide a urine or blood sample under medical supervision, to establish the presence or otherwise of any illegal substance where there are reasonable grounds to suspect that such a search or examination will result in evidence of the possession or use of drugs. The Head shall be entitled to draw whatever conclusions he shall see fit from the failure to undergo such an examination or search. If a Head of Phase has reasonable cause for concern about a pupil's consumption of alcohol in breach of School rules he may require the pupil to provide a sample of breath in order to ascertain if he needs to be medically assessed.
64. **Terminology for Various Sanctions:** In these Terms and Conditions "*Final Warning*" means a final written warning from the Head as to the pupil's future conduct or behaviour a breach of which may result in the imposition of a further sanction. "*Suspension*" means that the pupil has been sent or released home for a limited period either pending the outcome of an investigation or a Governors' Review, or in certain circumstances as a disciplinary sanction. "*Exclusion*" may be used as a general expression covering any or all of the other expressions defined in this clause. A pupil may be excluded from the School for an unspecified period of time. A pupil may also be **excluded for a fixed period of time** by the Head for an offence which is serious enough to require the withdrawal of the benefits of being at the School. "Exclusion" may also mean that the pupil may not return to School until arrears of Fees have been paid. "*Withdrawal*" means that the parents have withdrawn the pupil from the School. "*Expulsion*" and "*Removal*" mean that the pupil has been required to leave ("asked to leave") the School permanently.
65. **Sanctions:** The School's current policies on sanctions are available to parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of

privileges, suspension, final warning, or alternatively being removed or expelled.

66. **Removal at the Request of the School:** A pupil may remain at the School for so long as the Head is satisfied with the pupil's progress and general behaviour. Parents may be required during or at the end of a term to remove the pupil temporarily or permanently from the School without refund of fees if, after consultation with a parent, the Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgment of the Head, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably) and in any such case removal is considered by the Head to be warranted. Fees in lieu of notice will not be charged and fees pre-paid for the remainder of the term in which removal takes place may be returned to a parent at the School's discretion.
67. **Expulsion/Suspension:** A Pupil may be removed at any time if the Head is reasonably satisfied that the pupil's conduct (whether on or off school premises, in or out of term time) has been prejudicial to good order or School discipline or to the reputation of the School. The Head will act fairly and in accordance with natural justice and will not expel/suspend a pupil other than in serious circumstances. In the event of an expulsion, fees in lieu of notice will not be charged and fees pre-paid for the remainder of the term in which expulsion takes place may be returned to a parent at the School's discretion.
68. **Discretion of the Head:** The decision to remove a pupil temporarily and the manner and form of any announcement shall be at the sole discretion of the Head subject to the approval of the Governing Body.
69. **Appeal Procedure:** In the event of the removal of a pupil, a copy of the School's *Appeal Procedure* is available on request from the School.
70. **Access:** A pupil who has been withdrawn, suspended, removed or expelled from the School has no right to enter School premises without the written permission of the Head.
71. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the pupil must be made in accordance with the School's complaints procedure, a

copy of which is available on the School's website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

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## **H Provisions about Notice**

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### **72. Definitions**

- a. *Notice to be given by Parents* means (unless the contrary is stated in these Terms and Conditions) a Term's written notice addressed to and actually received by the Head. No other notice will suffice. Notices must be in writing via email or letter sent to the Admissions Manager for the attention of the Head.
  - b. *Term* means the period between and including the first and last days of each school term.
  - c. *Fees in Lieu* (of notice) means fees in full for the term of notice at the rate that would *have* applied had the pupil attended and is not limited to the Parental contribution in the case of a scholarship or bursary.
73. **Cancelling Acceptance:** A term's fees will be payable by the parents if for any reason they cancel their acceptance of a place less than one full term before entry. Parents who cancel having accepted a place but giving a full term's Notice before entry will not have to pay fees in lieu and the Resources Fee will be returned.
74. **Withdrawal from the School:** A Term's Notice must be given before a pupil is withdrawn from the School or a term's Fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum. Following a withdrawal, the School will refund the Resources Fee after the return of School property from the pupil and deduction of any reimbursement due to damage to the School property and deduction of any outstanding fees payable to the School. Should the outstanding amount be worth more than Resources Fee, payment for the difference is required.
75. **Prior Consultation:** It is expected that a parent or duly authorized education guardian will, in every case, consult personally with the Head

or the Head of Phase before notice of withdrawal is given.

76. **Termination by the School:** The School may terminate these Terms and Conditions on one term's written notice sent in writing, or within one term's notice in a case involving expulsion or required removal. The Resources Fee would be refunded without interest less any outstanding balance of the Pupils Fees account. Should the outstanding amount be worth more than Resources Fee, payment for the difference is required.

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## **I Fees**

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77. **Meaning :** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: *Application Fee; Resources Fee; Tuition Fee; Fees for extra tuition; other extras* such as House charges, clothing and equipment, photographs and other items ordered by the parents or the pupil and *charges arising in respect of educational visits*, and *damage* where the pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and *late payment charges* if incurred.
78. **Payment:** The parents undertake to pay the fees applicable in each term in respect of each School year directly to the School. Except where a separate agreement has been made between the parents and the School for the deferment of **payment** of fees. Fees for each term are due and payable before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
79. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of these Terms and Conditions to make a refund.
80. **Exclusion for Non-Payment:** Without prejudice to any other rights or remedies that the School may have:

- a. In the event that fees are not paid in full (so as to be received in cleared funds by the School) by the due date for payment, the School may, by notice in writing to the parents, set a new date for payment of such fees (or outstanding balance) failing payment of which by such date, the pupil shall be deemed to have been withdrawn (without further notice);
- b. In the event that fees are paid late, the School may, by notice in writing to the parents, require either
  - i. the payment of a term's fees in advance by a date determined by the School or
  - ii. the payment of a year's fees in advance by the start of the immediately following academic year; failing payment of which by that date in either case, the pupil shall be deemed to have been withdrawn (without further notice);
- c. For the avoidance of doubt, the School may, in the notice given under paragraph (a) invoke the provisions of paragraph (b);
- d. The Head shall exercise each of the discretions reserved to the School under paragraphs (a), (b) and (c) save to the extent that he delegates any such discretion to the Head of Finance.
- e. The deemed withdrawal under this clause 80 will cause the **Provisions about Notice in Section H** to apply so that a term's fees in lieu of notice will be payable.
- f. The deemed withdrawal under this Clause 80 is permanent and there is no right to have the pupil concerned readmitted to the School even if payment is made subsequently.
- g. Notwithstanding the provisions of this Clause 80, the School reserves the right (exercisable by the Head at his sole discretion) to readmit a pupil following a deemed withdrawal upon such terms as to payment of outstanding and future Fees as he may determine.
- h. The deemed withdrawal (or exclusion) under this clause 80 is not a disciplinary matter and there is no right of appeal; and



- i. The School may also withhold any information, character references or property while fees (or any part thereof) remain unpaid 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.
81. **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate agreement made between the parents and the School, simple interest may be charged on fees which are unpaid as set out in clause 82 below.
82. **Late Payment Charges:** Charges for late payment may be varied at the School's discretion but, unless otherwise advised, comprise:
- An administration charge of RMB 2,500 and interest at the rate of 1.5% per month or any overdue balance;
  - All administration and legal costs in relation to any sums that are unpaid by the due date.
83. **Poor Fee Payment Record:** Parents who have a poor or otherwise unsatisfactory fee payment record may be required, at the Head's discretion, to pay each of the following years' fees in a single lump sum in advance. In cases of persistent late payment the School reserves the right to obtain references from external credit reference agencies.
84. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
85. **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past and/or future fees by instalments is concessionary and will be subject to separate agreement/s between the parents and the School.
86. **Scholarships:** Every scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the pupil's part. The terms on which such awards are offered and accepted and on which they may be revoked will be notified to parents at the time of offer.

87. **Amount and Review of School Fees:** Details of the School Fees are published, in the Fees List, and reviewed at least once each year. Parents will usually be informed prior to the start of the Summer Term of any increase in the School Fees applicable for the following academic year. The School reserves the right under extraordinary circumstance to increase School Fees by issuing a notice to parents usually no less than one term in advance.
88. **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

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## **J Events beyond the control of the Parties**

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89. **Force Majeure:** An event beyond the reasonable control of the parties to these Terms and Conditions is referred to below as a "Force Majeure Event" and shall include such events as an act of God, accident, fire flood war, riot, civil unrest, act of terrorism, chemical or biological contamination, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), failure of utility service or transportation; it shall not include an ability to pay Fees. Subject to express written agreement to the contrary, the parent's continuing obligations under these Terms and Conditions in respect of fees shall not be affected by a Force Majeure Event.
90. **Notification by the School:** In the event of a Force Majeure Event arising which prevents or delays the School's performance or any of its obligations under this contract, the School shall immediately give parents notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the Force Majeure Event, the School will have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure Event while it continues. The School shall use its best endeavours during the Force Majeure Event to provide educational services.
91. **Continued Force Majeure:** If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify the Parents of the steps it shall take to ensure performance of these Terms and Conditions.

92. **Notification by Parents:** In the event of a Force Majeure Event which affects the parents' ability to perform any of their obligations under these Terms and Conditions, they shall give the School notice in writing of the Force Majeure Event. The Parents shall not be liable for non-performance of such obligations (except payment of fees) during the Force Majeure Event but in the event of the Force Majeure Event continuing for more than four months shall discuss with the School a solution by which these Terms and Conditions may be performed.

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## **K General Contractual Matters**

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93. **Management:** It is the School's intention that these Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. The School aims to ensure that its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. The School also aims to promote good order and discipline throughout its community and to ensure compliance with the law.
94. **Legal Contract:** The offer of a place and its acceptance by the parents give rise to a legally binding contract on the terms of these Terms and Conditions. The parents shall sign these Terms and Conditions which is a condition precedent for the admission of the pupil to the School.
95. **Change:** This School, as any other, is likely to undergo a number of changes during the time the pupil is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in expectation of behaviour, the disciplinary framework, and the length of School terms. These changes will not be legitimate reasons for the parents to terminate the Terms and Conditions.
96. **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care.
97. **Data Protection:** By signing the Application Form or by agreeing to be

bound by these Terms and Conditions the parents on behalf of themselves and so far as they are able on behalf of the pupil authorise the School to process personal information including financial and sensitive personal data such as medical information or biometric information as is deemed necessary for the legitimate purposes of the School. See Schedule 1 for the School's Personal Data Protection Policy .

98. **Representations:** The School's prospectus and website describe the broad principles on which the School is presently run and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any contract between the parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus or website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter from the Head before entering these Terms and Conditions.
99. **Third Party Rights:** Only the School and the parents are parties to these Terms and Conditions. The pupil is not a party to it. The acts and omissions of parents are binding on the pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the parents are treated as being made on behalf of the pupil and vice versa.
100. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
101. **Governing Law:** The execution, performance and interpretation of these Terms and Conditions and the settlement of any dispute arising out of and/or in connection with these Terms and Conditions shall be governed by the PRC laws.
102. **Dispute Resolution:** Any dispute arising from and/or in connection with the Terms and Conditions shall be solved first through friendly consultation between the parties hereto. If through consultation such dispute cannot be solved, the parties agree to submit the dispute to China International Economic and Trade Arbitration Commission for arbitration

in Shanghai in accordance with its arbitration rules in effect at the time of applying for arbitration. The arbitration is final and binding upon both parties.

103. **Language:** These Terms and Conditions are written in both English and Chinese. In the event of any inconsistency or discrepancy between the English version and the Chinese version, the English version shall prevail.

## Schedule 1



## 上海哈罗外籍人员子女学校

### 条款和条件

本条款和条件根据适用于所有哈罗国际学校的标准制定。

#### A 简介

1. **本条款和条件**构成家长和学校各方之间的合同。
2. **变更：**学校保留不时对条款和条件进行修改或增加内容的权利，学校将在变更生效前至少一个完整学期将实质性变更通知家长。进一步信息请见第K部分。
3. **学校简章及网站**不属于合同文件。更多信息参见本条款和条件第98条。
4. **费用和通知：**有关费用和通知的规定十分重要，详列于第H和I部分。
5. **相关文件：**收到学校留位通知时，家长和学生将收到学校规章制度（包含在家长手册中）和交费清单。家长可向学校索取并查阅本条款和条件提到的任何其他文件。详见K 部分。

#### B 术语

6. **学校**指的是上海哈罗外籍人员子女学校。
7. **“校务管制委员” / “校务管制委员会”**是指根据管理文书条款不时指派的学校校





务管制委员，及对校务管制负责的主体。

8. “校长” 指对学校的日常管理负责或者受委托执行校长职责或校务管制委员会委托职务的人员。
9. “家长” / “您” 指在入学申请表（“申请表”）签名的人士及/或对学生在校行为承担责任的人士。
10. “学生” 指在学校就读或即将入学且其名字列于申请表上“学生”一栏的人士。

## C 入学

11. **注册与入学：**通过招生办公室为可能的入学申请进行注册。直到家长收到学校的注册确认单以及支付完不可退还的申请费后，注册才完成。但这并不构成学校的入学通知。
12. **平等对待：**学校欢迎来自多种不同民族、背景和宗教信仰的职员和孩子。学校尊重人权和自由。但学校保留宗教及文化特性在学校生活中能够表达程度的权利。
13. **入学通知：**在完成注册后，学校将对申请人进行评估，并决定是否录取。对于最终录取的，家长签署录取通知函即表示学生届时一定会按期入学。
14. **入学要求：**学生入学前必须满足入学要求，如学校面试、成绩单、、体检（如适用）推荐信以及任何其它由校长不时决定的测试或评估。对于高二、高三年级的入学者，应持有国际中学教育普通证书（iGCSE）或同等资质。校长决定学生入学与否。如学生先前的学校确认学生未支付学校费用或存在不良记录情况下，校长可拒绝该生入学。家长有责任确保学生在任何时间内有在国内居住及在学校学习的适当



的入境许可。

15. **资源费：**资源费是可退还的，家长应在签署录取通知函后支付，用以支持学校的初始教育资源投入。这笔资源费用主要用于保证学生在校期间使用学校所提供的包括书本，参考资料，IT设备，科学仪器和其他课内外资源在内的学校财产能够及时并完好的归还学校。学校在学生归还相关学校财产并扣除应毁损学校财产而造成的损失及其它欠款后，余额会退还给家长。学校持有资源费期间不计算利息和汇率变动。

#### D 辅导关怀

16. **定义：**辅导关怀贯穿于学校生活的各个方面,并指向每个学生的幸福、成功、安全和福利以及院舍和校园的完善。
17. **学校承诺：**学校将尽一切可能确保并促进学生福利，至少按照法律就特定情况要求的标准但通常会以更高的标准提供辅导关怀。学校将尊重学生的人权与自由，但必须与法律要求、学校社区规定以及他人权利和自由相平衡。
18. **投诉/关注：**任何对于学生的辅导关怀机制、安全性或教育质量的严重质疑、关注或投诉都应当在可行的范围内尽快通知学校。学校官方网站上可以获取一份学校投诉处理程序手册。详见下述第71条。
19. **校长权力：**家长授权给校长本着善意作出及/或授权他人作出校长有合理理由认为将保护和提高学生福利的所有决定。
20. **校风：**学校的校风须为促进职员之间、学生之间，以及职员和学生之间培养良好关系。欺凌、骚扰、诬陷以及歧视将不予容忍。
21. **身体接触：**家长允许符合良好规范、对于教学和指导适当和合适的身体接触，以及在学生苦恼时进行安慰或维持安全和良好秩序，或者有关学生健康或福利有关的



身体接触。

22. **信息披露：**家长私下必须尽早向学校披露任何已知的学生的医疗状况、健康问题或者过敏情况、学生自身或其直系亲属曾有任何学习障碍史、或任何可能影响学生福利或幸福的家庭环境因素或法院判令。
23. **保密：**在保障或提升学生福利的必要情况下，家长授权校长以超越其自身及（在家长权限范围内）学生的保密权利，基于“应知”的基础上披露保密信息。
24. **电邮及互联网使用：**对于电邮和互联网使用有关的学校政策适用于家长和学生。家长可向学校索取使用电子邮件及网络的政策。学校保留监控学生电子邮件往来及网络使用的权利。
25. **保障措施：**学校的《儿童保护和保障政策》可在学校网站上获取或可向学校索取。学校鼓励家长阅读并熟悉这项政策，并应特别留意涉及与家长行为相关的条款。
26. **离开学校场地：**学校将尽一切合理可能以确保每位学生在上课时间内置于学校的照看中,但对于违反学校规章制度（“校规”）私自离校的学生,学校不承担责任。
27. **学期内的居住：**学生在学期内和周末（允许离校的时间段）和期中假期，应与一名家长或法定监护人或经学校可接受的教育监护人一起居住。
28. **无父母及监护人陪同的安排：**所有家长必须将一名教育监护人或者其他愿意为学生负全责并经父母授权的成人之姓名、地址和电话号码告知班主任或学部校长，在学校无法与父母取得联系情形下需紧急联络，或者在父母暂时或永久出国时取得联系。
29. **照片：**学校、哈罗国际集团内的其他学校和/或其管理公司（合称“学校集团”）



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可能不时地在学校集团的宣传资料，如学校简章、网站和影像等中使用学生的照片或形象。未经家长同意，学校集团不会披露学生的姓名或家庭住址。详见附件一的学校个人资料保护政策。家长签署同意书将被视为授权以上途径使用。

30. **交通：**家长同意学生乘坐任何形式的公共交通和/或由负责的成年人驾驶并经学校同意的机动车辆，该成年人已获得合法的驾驶执照并有保险驾驶该车辆。
31. **学生个人物品：**学生对包括金钱、手机、储物柜钥匙、手表、电脑、计算器、乐器、运动设备以及自学校借到的物品的安全性及安全使用负责。
32. **保险：**家长对学生在学校期间、来回学校路上或者任何学校主办的校外活动的个人物品负有投保义务。
33. **责任 - 合理努力：**学校将尽其合理努力教育学生，但学校将不对学生未能达到任何学术成绩或其他标准负有责任。家长同意学生在学期期间参与学校已投保的所有或任何正常活动，如果校务管制委员以及学校职员已尽了应有的谨慎和注意义务，则上述人员不承担任何学生受伤或遭受损失的责任。尽管出国的活动或探险需另行征得家长同意，学校不会就学期内离校在外过夜或离开学校所在省份的活动进一步征得家长的同意，但应承担通知家长的义务。
34. **责任 - 限制：**学校对学生或家长的任何责任将不超过学生已支付费用的总额。但义务的免除或限制不适用于因学校的过失造成伤亡的情形。
35. **第三方服务提供者：**学校将聘用第三方供应商为学生提供某些服务，例如餐饮服务，校车服务以及涉及体育，音乐和艺术等的活动。学校不为第三方供应商的行为和/或作为负责。

## E 健康和医疗

36. **医疗申报：**家长将被要求就学生的健康状况填写医疗声明表，并且必须将学生发生



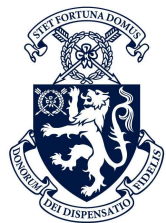
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的任何已知的医疗状况、健康问题或过敏、或者无法参加比赛或体育活动、或者已接触传染性疾病或假期时接受过医疗治疗，以书面形式告知校长、学部校长或者保健室人员。对于因已知的任何医疗状况、健康问题或故意隐瞒的过敏而造成的任何损害或伤害，学校概不负责。家长必须及时向学校保健中心更新其孩子的医疗详细信息。

37. **医疗护理：**每位学生在校期间必须在学校保健中心注册处进行注册。家长同意学生接受符合资质的医护人员或保健室人员的治疗和诊断，并且同意学部校长针对轻微的不适提供适当和必要的非处方的救护。
38. **学生健康：**为学生和/或学校的利益，校长经专业判断认为必需的，校长可随时要求提供与学生的整体健康相关的医疗意见或诊断证明。
39. **医疗信息：**学生作为学校一员的整个期间，学校保健室人员或学校精神医生或心理咨询师如认为出于学生的利益或有必要保护校园其他成员的目的，有权向校长或学部校长披露有关学生的保密信息。该信息应在“*须知*”的基础上披露或接收。
40. **紧急医疗处理：**在有相应资格的人士认为为了学生的利益有必要且不能及时联系到家长的前提下，家长授权学校在场的高级工作人员代表其同意学生接受包括输血、全身麻醉和手术在内的紧急医疗治疗。就国外行程发生的紧急事故，行程的负责人将对紧急医疗治疗作出适当的安排。

## F 教学事物

41. **学校承诺：**根据不时公布的学校规定，学校将尽所有合理努力提供合适每位学生的教育环境、教学范围以及标准和质量。
42. **组织性：**学校保留以校长的专业判断作出最适合校园总体的组织和教授课程的权利。



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43. **进度报告：**学校监督每位学生的进展情况，并以成绩单和完整的书面报告形式定期向家长汇报。
44. **性教育：**除非家长已就其不希望子女参加该类课程发出正式书面通知，所有学生将接受根据不时安排的适合其年龄的课程接受健康与生活能力的教育。
45. **公开考试：**如校长经专业判断认为会损害学生在其他考试中的前景，与家长及学生协商后可拒绝让学生参加国外的公开考试。
46. **报告与参考：**对于提供给家长和其他人士关于学生学习进度和个性、考试、深造和职业前景的信息以及任何参考资料，学校将尽一切合理注意和职责谨慎提供，但学校方面不承担责任。
47. **学习障碍：**学校将尽一切合理努力侦测并适当处理存在学习障碍需要“特殊教育需要”的学生。但学校的工作人员并不具备对普遍认为具有诵读困难或存在其他学习困难的情况做出医学诊断的资格，并且学校不对缺乏此类诊断承担责任。
48. **甄别学习障碍：**学校提供的甄别测试仅具有参考性：测试并非绝对可靠的。如甄别测试显示学生存在学习障碍，学校会通知家长。正式的评估可由学校安排但家长承担费用或由家长自行安排。
49. **有关学习障碍的信息：**如家长知道或怀疑学生（或其近亲属中的任何成员）存在学习障碍时，应书面告知校长，并且家长必须向学校提供所有书面报告及其他相关信息的复印件。如经校长专业判断并与家长和学生（视情况而定）协商后，学校不能满足学生的特殊教育需求，学生可能需要退学。学校不会因此收取代通知费。学校提供的矫正教学通常需额外付费。
50. **A 等级课程：**除非学生无法达到高二、高三的入学要求，学生入学后，学校假定根据行为表现以及学习能力，其将在学校持续升学至高二、高三（如学生或家长无





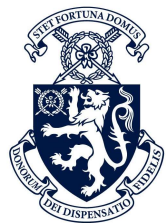
此意愿，家长在任何情况下应提前一个学期通知）。能否就读高二、高三取决于是否能够达到校长定期定义的满意的结果。

51. **学校的知识产权：**学校保留所有学生在校期间的活动、与任何学校职工和/或其他学生协作而产生的任何版权、设计权、注册外观设计、专利或商标（“知识产权”）的权利与利益。学校承认并允许承认学生在创造/开发知识产权中的贡献。
52. **学生的原创作品：**学生的课堂作业、功课预习或者作业、计划书、内部考试手稿、绘画、其他美术作品和电脑生成的资料等原创作品版权归学生所有。上述大多数作品（除考试手稿外）不再因评估或展示而被要求提供时将归还学生。
53. **学术参观：**学校将为学生在校期间提供各种学术参观。一些学术参观的费用不包含在学费内，需另行支付。海外学术参观或者涉及在外住宿的学术参观将与家长另行协定。行程的费用将提前支付。在学校组织的外游行程中，学生应在各方面遵守学校纪律。所有为保护学生安全与福利的需要或因违反纪律而产生特别措施的额外花费（如医疗费、出租车费、航空票价或专业咨询费）将被计入账单由家长支付。

## G行为与纪律

54. **家长的授权：**家长授权校长或学生的学部校长在学生处于学校照看期间以善意为本采取和/或授权保护和提高学生的福利的所有决定。家长同意在学生苦恼时提供安慰或与学生健康或福祉相关的维持安全和良好秩序所需的合法、合适和适当的身体接触。
55. **行为与出席：**学校重视礼貌、诚实、礼节及良好的纪律。学校期望学生全面参与学校的各项活动,包括野外考察、运动行程、与哈罗国际集团内的其他学校之间进行的考察和交流，并且应该守时、努力、举止良好并遵守（相关家长手册中含有的）学校规章制度。



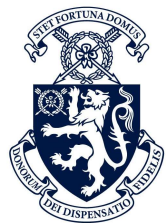


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56. **参与特别活动：**除非家长另有要求，学生将参与特别典礼或如耶诞颂歌这样与宗教相关的仪式。
57. **学校规章制度：**学校提供给家长一份相关的家长手册，其中包含有校风介绍信息及学校特定阶段制度的行为规范，例如，学校每个阶段的统一规则。行为规范的目的是帮助学生及家长了解学校的期望，并鼓励学生礼貌待人和体谅他人。
- 您的孩子在校期间必须遵守行为规范。另外，请家长务必保证学生准时上学，保证学生遵守学校有可能会不时发布关于校服、装扮和在学校的行为的规定，（如果该等新要求尚未包含在向所有家长/监护人发放的家长手册中）。在遵守个人资料保护法规的前提下，学校保留监管学生在校的邮件交流和网络使用的权利，以保证学生遵守家长手册中所述的学校提出的规定。
58. **学校的行为：**校长在有责任管理学校或其职员、学校日常运营及课程的情况下，对学生的照看和良好的纪律承担责任。校长也对包括因拖欠学费而退学、因调查而停学或违反以下学校纪律以及依照下文第64条定义的取消学籍或开除学籍等在内的处罚措施负责。校长（除非因其疏忽）对学生违反学校规章制度缺席不承担责任。
59. **学校纪律：**家长在此确认授权校长及代表校长的其他职员，出于保护和提升每位学生及校园整体福利而采取一切合理的纪律行动和防范措施。
60. **调查行为：**对不当行为的投诉或传言都将被调查。学生可能会被问话，并且学生的个人物品及财产可能在适当的情形下被检查。学校将采取一切合理注意，以保护学生的人权和自由以及确保家长在学生可能接受正式的纪律处分时得到及时的通知。
61. **程序的公正性：**对于本第G部分其他条款所述的可能会导致学生被开除学籍、取消学籍或退学的任何情形相关的投诉的调查，应以公正且无歧视的方式进行。在对上述情形作出决定之前，学校应尽到一切合理努力通知家长或监护人，以便他们可以同校长见面讨论。如无家长或监护人的陪同，学生可在一名由其选定的成人（通常



- 为一名老师)的协助下进行调查。
62. **披露信息:** 除法律另有规定外,不得要求学校及其职员向家长或其他人披露任何保密信息或提供信息导致投诉的学生或其他人的身份信息,或校长在调查中获取的信息。
63. **毒品/药物及酒精政策:** 学生在校期间或非在校期间因持有或使用毒品/非法药物将会被退学。在合理怀疑搜查或检验可发现持有或使用毒品/非法药物证据的基础上,校长既可安排对包括储物柜或桌子在内的学生财物进行搜查,也可要求学生进行医学体检,或者提供医学监督下采集的尿液或血液样本,以验证学生是否使用毒品/非法药物。校长有权在家长或学生拒绝检验或搜查的情况下作出其认为合适的任何结论。如果学部校长有合理理由怀疑学生违反学校规章制度饮酒,学部校长可要求学生提供呼气样本以确定是否需要医学评估。
64. **各种处罚的术语:** 本条款和条件中,“**最终警告**”指的是校长对于学生未来行为或举止的最终书面警告,违纪将导致进一步处罚。“**停学**”指的是学生已被遣送回家在一定期限内等待调查结果或者学校管制委员的审查结果,或者特定情况下作为纪律处分。“**禁止上学**”可能作为一般性表述涵盖任何或所有本条款中定义的其他表述。学生或会在一段不明确时期内被学校禁止上学。学生也可能因犯了严重过错导致学校必须禁止学生在一段时期内返校,不获享受上学的权利。“**禁止上学**”适用于学生在未支付拖欠的费用的情况下不得返校。“**退学**”是指家长替学生办理退学或第80条学生被视为退学的情形。“**开除学籍**”或“**取消学籍**”是指学生已经被学校要求(“被开除”)永久离校。
65. **处罚:** 在接受入学通知之前,家长可要求取得学校现行的处罚政策。学校可能会不时地对该处罚政策条款进行合理修改,但不会授权任何不合法的行为。处罚措施可能包含替学校或校外社区完成艰难但不降格的任务、合理时间内的课后留校、取消优惠、、停学、最终警告、取消学籍或开除。



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66. **应学校要求取消学籍：**只要校长满意其进展和总体表现，学生可继续上学。如果经与家长协商后，校长认为学生的行为或进展一直达不到要求，或者经校长判断学生不愿意或者不能自学校提供的教育机会受益（或家长不合理地对待学校或其职员）且校长在该情形下认为取消学籍是恰当的，学校可在学期中或学期末要求家长替学生办理暂时停学或永久取消学籍。如果被取消学籍学校。代通知费无需支付。学校可根据具体情况决定是否将取消学籍发生学期剩余时间的预付费用退还给家长。
67. **开除学籍/停学：**如果校长有合理理由相信学生的行为（无论行为是否发生在校园内外，是否发生于在校期间或非在校期间）已经对良好的秩序、学校纪律或学校声誉造成损害，学生可在任何时间被开除学籍。校长会一直秉持着公正并符合道义的原则行事，除非学生的行为情节严重，否则不会对学生做出开除学籍/停学的决定。如被开除学籍，。学校将不收取代通知费，并可根据具体情况酌情决定是否将开除学籍发生学期剩余时间的预付费用退还给家长。
68. **校长的决定权：**在获得学校管制委员会事先批准的前提下，校长可全权作出暂时取消学生学籍的决定以及相关公告的内容和形式。
69. **申诉程序：**如果学生被取消学籍，可向学校索取一份学校申诉程序手册。
70. **进入校园：**已被退学、停学、取消学籍或被学校开除的学生，没有校长的书面准许，无权进入学校场所。
71. **投诉程序：**对于有关学校政策或行政管理的任何事项的投诉，只要不涉及对学生的开除或取消学籍，都必须根据学校的投诉程序进行。投诉程序手册可以在学校官方网站上查询。所有合理的投诉应受到公正及适当的处理并得到及时的反馈。

## H 通知条款

72. **定义：**



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- a. 家长给出的通知是指（除本条款和条件另有规定）家长致校长并被校长实际接收的提前一个学期的书面通知。其他通知一律不受理。通知必须是书面的形式，通过邮件或信件发送至学校招生经理，以便告知校长。。
  - b. **学期**指的是在每一个学校学年的第一天及最后一天（包括第一天及最后一天）之间的时期。
  - c. **代通知费**指的是家长在没有提前一学期给予退学通知的情况下必须支付的费用，即假如学生在相关学期照常上课所应付的全额费用，并且不限于家长应该支付的费用（在学生获得奖学金或助学金的情况下）。
73. **取消接受：**如因任何理由家长在入学前未满一个完整学期取消留位，家长需支付一个学期的费用。家长已接受留位但在入学前提前一个学期通知取消的将无需支付代通知费，已支付的资源费将被退还。
74. **自愿退学：**学生办理退学应提前一学期通知，或者支付一学期的费用以替代上述通知（即代通知费），无论该学额空缺是否被填补。代通知费的应付款为发票发出时通知家长支付的金额。采取上述规定的主要原因是确保学校有充分的时间拟定费用标准、分配其他资源和安排课程。退学后，学校会在学生归还学校财产以及扣除因损坏学校财产而产生的费用和其他应偿未付费用后退还剩余的资源费。如果家长应当向学校偿付的金额超过资源费的金额，家长仍需支付差额。
75. **事先协商：**家长或被合法授权的教育监护人在任何情况下，在给出退学通知之前，应亲自与校长或学部校长进行面谈。
76. **学校终止本条款：**学校可提前一个学期以书面通知形式终止本条款和条件。如果学校要对学生开除学籍或取消学籍的，不需要一个学期的通知期。无息资源费减去学生费用账户中未付金额后退还给家长。如果家长应当向学校偿付的金额超过资源费

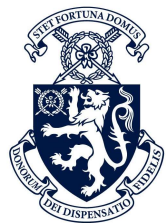


的金额，家长仍需支付差额。

## I 费用

77. **释义：**本条款和条件约定的“费用”包括下列任何一项适用的收费：申请费、资源费、学费、额外学费、其他额外费用如宿舍收费、着装与设备、照相及其他家长或学生订购的其他物件、与学术参观相关的费用、学生单独或连同他人故意损坏学校财产或其他任何人的财产（正常损耗除外）造成的损失和损害以及逾期付款所产生的滞纳金（如有）。
78. **付款：**家长保证每个学期直接向学校支付适用于每个学期的费用。除非家长与学校就延期付款另行达成协议，在到期日前，家长应付清每一学期的费用，到期日指相应学期的开学日期。如果对账单一个或多个事项有疑问，仍应支付账单其他不受争议的金额。学期开始后第一日之后任何时间交付的支票和其他支付手段将被立即提交，直到学校收到钱后方视为已经付款。
79. **退费/免除费用：**因病缺席、学期缩短或假期延长、学生在公开考试后或在正常学期末之前被准予回家或任何原因（非寻常原因、在发生实际困难校长全权决定的、法院命令的法律责任或本条款和条件规定的退费除外），费用不作返还或不会被免除。
80. **不支付费用而被禁止上学的情况：**不损害学校其他任何权利或救济的情形下，学校可：
- a. 如截至付款日费用未被全额支付（学校必须收到结算资金），学校可以书面通知形式将上述逾期未付费用（或未清算余额）之新的付款日期通知家长，如果截至新的付款日期仍未全额支付费用，学生将被视为已经退学（无需进一步的通知）。
  - b. 如延迟支付费用，学校可以书面通知家长，要求：





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- i. 在学校指定的日期前预先支付一学期的费用；或者
  - ii. 在学年开始时立即预先支付学年费用；未按上述日期进行支付的，学生应被视为已经退学（无需进一步通知）。
  - c. 为避免疑义，学校可在按(a)段发出的通知中援引第(b)段的规定；
  - d. 校长有权行使任一在(a)、(b)和(c)段中学校保留的决定权，除非校长已将此类决定权委托给财务总监行使。
  - e. 本第80条规定的视作退学将导致适用H部分的通知条款，即支付一学期的代通知费。
  - f. 本第80条规定的视作退学是永久退学，即使随后付款，学生也无权重返学校。
  - g. 尽管有本第80条其他的规定，即使学生已被视作退学，学校保留重新接纳学生的权利（由校长全权决定），只要家长和/或学生同意按照校长指定的条款支付欠款和将来的费用。
  - h. 本第80条规定的视作退学（或禁止上学）不是纪律相关事项，家长和学生无权申诉；和
  - i. 当费用（全部或部分）未进行支付时，在不对学生合法权利和权益造成直接、明显和不公平损害的情形下，学校也可扣留任何信息、考试成绩、推荐信或财产。
81. **延迟付款：**除非家长与学校另行达成的协议中包含替代性利息支付条款，逾期未付的费用可按下述第82条规定收取单利。
82. **逾期付款的滞纳金：**学校可能会酌情改变逾期付款的滞纳金收费标准，除非另行通知，包括：
- 人民币2500元行政费，以及对任何未结清金额按月利率1.5%收取的利息；
  - 所有与到期应付未付的金额有关的管理费和法律服务费。
83. **不良费用付款记录：**存在不良或不满意费用付款记录的家长，经校长全权决定可被要求预先一次性支付随后的学年费用。如持续逾期付款，学校保留自外部信用参照



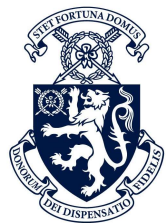
机构获取参考信息的权利。

84. **部分付款：**只有在相关学生的账户有余额的情况下，学校才会接受任何少于到期应付及所欠金额的付款，费用的任何未付金额将收取滞纳金。
85. **分期付款安排：**学校若接受以分期形式支付当前的和/或之前的和/或未来的费用纯属特许安排，家长与学校需另行签订协议落实安排。
86. **奖学金：**每一项奖学金或其他奖励或奖赏均由学校根据学生的（高）出勤率、勤奋度以及行为举止酌情授予。在告知学生将获颁上述奖项时，学校会将授予、接受以及可能被取消的条款与条件同时通知家长。
87. **学校费用的金额及审核：**公布的费用清单包含学校收费的详细信息，并且每年至少审核一次。学校通常会在夏季学期开始之前通知家长下一个学年学校收费的变动情况。学校保留在特殊情况下调增学校收费的权利，但通常至少提前一个学期通知家长。
88. **洗钱：**在某些情况下，法律或会要求学校取得费用支付人（令人满意）的身份证明（如查验护照和/或中国身份证）。

## J 当事方无法控制的事项

89. **不可抗力：**任何超出本条款和条件当事方合理控制的事件均为下列“不可抗力事件”，包括天灾、意外事故、火灾、水灾、战争、暴乱、国内动乱、恐怖活动、生化污染、罢工、产业纠纷、瘟疫或大流行疾病爆发、任何法律或政府政令、规定、法规或方针（包括地方政府）、公共及交通系统的瘫痪等事件；但不适用于支付费用的能力。除非有明确的书面协议，家长继续履行本条款和条件付费义务不受不可抗力事件影响。





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90. **学校的通知：**如学校因不可抗力事件无法履行或迟延履行本条款和条件项下的任何义务，学校应将不可抗力事件的性质及影响范围立即书面通知家长。如学校已采取合理及审慎的措施防止和减少不可抗力事件的影响，学校在不可抗力事件持续期间将不承担因不可抗力事件而无法履行义务的责任。不可抗力事件持续期间，学校应尽最大努力提供教学服务。
91. **持续的不可抗力：**如学校因不可抗力事件无法履行其义务的时间持续超过四个月的，学校应将其会采取的措施通知家长，以确保其履行本条款和条件项下的义务。
92. **家长给予的通知：**如家长因不可抗力事件无法履行本条款和条件项下的任意义务，家长应将不可抗力事件书面通知学校。不可抗力事件持续期间，家长不承担未能履行该等义务（费用支付义务除外）的责任。但当不可抗力事件持续超过四个月，家长应与学校就履行本条款和条件义务的解决方案进行讨论。

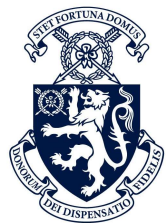
## K 一般性合同事项

93. **管理：**学校有意始终维持本条款和条件的有效性，以达到公平对待家长、学生以及校园总体之间的权利和需求的目的。学校旨在保证其文化、风气以及资源得以适当管理，以至发展其服务与设施。学校同样也旨在提高整个校园的良好秩序并遵守法律。
94. **合同：**学校发出入学录取通知而家长接受此等录取对本条款和条件构成具法律约束力的合同。 家长必须签署本条款和条件学生才能入学。
95. **改变：**如其他学校一样，本学校极可能在学生在校期间经历一些变化。例如，学校职员离职或加入、改变校舍和设施及使用目的、更换课程、改变教室的构造、增加减少课堂人数、变更学校行为规范和纪律体系以及改变学期的长短。这些改变不构成家长终止本条款和条件的法定理由。



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96. **协商：**与家长和学生就每次可能发生的变更进行协商是不实际的。但在可行的情况下时,学校应就对学生教育或辅导关怀政策造成重大影响之学校政策或学校建筑物/外观的改变提前至少一个学期通知并与家长协商。
97. **个资保护：**家长签署申请表或同意受本条款和条件的约束，即表示家长本人并且（在允许和可行范围内）代表学生授权学校就学校合法目的所必需处理的个人资料，包括财务和如医疗信息或生物特征信息在内的敏感个人资料。详见附件一的学校个人资料保护政策。
98. **陈述：**学校简章及网站描述学校现采用的大体原则，并介绍了学校的历史和校风。尽管在发表之时的内容被确认是正确的，但学校简章和网站的内容并不构成家长与学校之间任何合同的一部分。若家长希望具体依赖简章及网站所包含的某个事项、职员或学生在推介学校过程中或相关会议上的陈述的，应在签署本条款和条件前寻求校长对该事项的书面确认。
99. **第三方权利：**仅学校和家长为本条款和条件的协议方。学生并非本条款和条件的一方。关于行为、纪律和费用的事项，家长的作为和疏忽适用于学生，反之亦然。家长的所有要求及授权，被视为代表学生作出，反之亦然。
100. **解释：**本条款和条件取代之前具有效力的文件并视为一个整体。除非需要理解上下文的意思，标题仅出于方便阅读的目的，不构成本条款和条件的一部分。本条款和条件中给出的例子仅出于演示的目的，并不详尽。
101. **法律适用：**本条款和条件的签署、执行及解释以及因本条款和条件产生的和/ 或与本条款和条件相关争议的解决应由中华人民共和国法律管辖 。
102. **争议解决：**由本条款和条件产生的和/或与本条款和条件相关的任何争议，应由本条款和条件各方友好协商解决。如上述争议无法通过协商解决，各方同意将此争议提交中国国际经济贸易仲裁委员会依照仲裁申请之时有效的仲裁规则仲裁解决，仲



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裁地点为上海。仲裁为终局且对各方有约束力。

103. **语言：**本条款和条件以中英文书就。如中英文版本存在不一致情形，以英文版本为准。

附件一