



Maria International School of Bucharest
Resilience Respect Compassion Integrity Responsibility

Terms and Conditions



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Our Mission

We provide a learning experience and environment at Maria International that fosters creativity and excellence. Whilst providing supportive, stimulating and relevant lessons and resources within the context of the British style international curriculum.

Our school will be a caring place where adults and children are valued equally. Our aim is to create an environment where children and the whole school community will be inspired to be resilient, respectful, compassionate and act with integrity.

Our children will learn to respect themselves and others in an atmosphere of high expectations where they are nurtured and have the courage to make mistakes

We will strive to create opportunities for students to have a well-rounded school and learning experience, where they can develop critical thinking skills and work in collaboration with others.

Our Values

Resilience - We will handle adversity and problems with a mentality that enables us to keep going and do better.

Respect - We treat others with dignity, empathy and equality through our words and actions.

Compassion - We are kind, caring and will help everyone to be the best they can be.

Integrity - We are open, honest and act with good morals and ethics in all situations.

Responsibility - We ensure our own work, learning and duties are completed in a timely manner and to a high standard

Definitions

In this policy, and other policies, there may be terms and words used that could be viewed as ambiguous or misinterpreted, other terms might be of a more technical nature.

In this Terms & Conditions policy the following terms are defined as followed:

- "We" or "the school" refer to Maria International
- The "school website" refers to <https://www.misb.ro/>
- "Parents/Guardians" refers to those both jointly and individually legally responsible for the student enrolled at Maria International. These are the parties who have signed the contract to join Maria International. This person or persons can be a parent or parents of the child, the legal guardian of the child or a person who, with the permission of the



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parents/legal guardians and schools written consent replaces a person who signed the initial contract with Maria International. When using this term no marital, gender or sexual assumptions or exceptions are implied. Where only one parent/guardian has signed the initial contract with Maria International, the school takes the implied acceptance of any other parent/guardian in good faith.

The school is entitled to and will take any instruction, authority, request or prohibition received from any person who has signed the initial contract for Maria International as having been given on behalf of both or all such persons. Where two people have signed the contract, one of them may withdraw from the contract by submitting a written notice, with one month's warning, providing they have gained the appropriate approval of the school and the other party who signed the contract

- "Student" refers to any child enrolled at Maria International to be educated
- "Contract" refers to the form provided by the school, completed by parents/guardians upon acceptance of a place for the student at Maria International
- "Complaints and Concerns Policy" refers to the document that outlines the procedures in place at Maria International for handling complaints from Parents/Guardians and others, which is provided to parents/guardians as part of the admissions process and is also available on the school website
- "Fees" is used to mean the Annual Tuition Fees set out in the Schedule of Fees and Charges document which is provided to parents/guardians as part of the admissions process.
- "Registration Fees" are used to describe the sum of non-optional fees that are a part of the enrolment process such as placement and administration costs set out in the Schedule of Fees and Charges document
- "Enrolment Deposit" means the deposit that is paid, as part of the Schedule of Fees and Charges, which can be paid back to the parents/guardians when the student leaves the school, providing they meet the conditions required
- "Written Notice" is the formal notification given by email or letter indicating any change of circumstances and the minimum time period between the arrival of the notification and the subsequent change.
- "Headteacher" is the primary member of staff responsible for the day-to-day management of Maria International and can include anyone who has been delegated such responsibilities
- "Academic Term" corresponds to the period of time, as given to the parents/guardians and students, in relation to the period of study throughout the school year. This can be separated into half-terms and full-terms depending on the time of year and circumstance being discussed.
- "Space" is typically used in our policies as the difference between the current class capacity and the maximum class capacity available



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These terms and conditions can also be found on the school website or viewed by request in school. They are also provided to parents/guardians as part of the admissions process. This document is reviewed annually and forms part of the contract between Parents/Guardians and Maria International upon enrolment at the school. By signing the contract, parents/guardians are accepting the terms and conditions laid out throughout this document and other related documents and policies. Any individual article laid out in this document that can not be deemed as legally enforceable does not render the rest of or entirety of the document invalid.

Acceptance and Registration

As part of the Maria International ethos, vision and mission we are open to all regardless of nationality (unless we are legally restricted by legislation out of our control), religion, race, or background. Maria International maintains a fair and consistent approach to our admission policy and processes.

In accepting these terms and conditions, Parents/Guardians and students are agreeing to be open to the school's ethos, as expressed in our Mission, Values and Vision policy and other related documents. Students should be willing to fully engage and participate in all aspects of the programmes offered at Maria International.

Upon registration and participation in the enrolment process for Maria International, there is some essential information that is required about the student or students being enrolled, in order to ensure the school is able to offer the best learning experience possible. We require that any subsequent changes to information such as contact details and relevant medical information be provided to the school as soon as possible. At the start of every academic year, we will send a form to parents/guardians to update us on any relevant updates that may have occurred over the summer holidays previously held. All information given to the school is confidential and subject to relevant data protection laws.

Admission is typically for the student/students to start in August each year, on a 'first-come-first-served basis' in line with our admissions policy. Entry during the school year is possible but contingent upon space being available. If there is no space currently available for a student to enrol at Maria International then they can be placed on a waiting list. Students on the waiting list will be accepted as soon as a place becomes available, in accordance with the criteria laid out in Maria International Admissions Policy document. Parents/Guardians are offered a place for their child and reserved a place upon submission by the parents/guardians of the signed contract and payment of the Enrollment Deposit and Registration Fee, these are non-refundable.



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If parents/guardians wish to remove or withdraw their application or acceptance to Maria International after submission of the contract and payment of relevant fees, but prior to the start of the academic term, they must give written notice to that effect, and do not have to pay the annual tuition fees. However, if notice is not given or given after the commencement of the academic term, payment of the annual tuition fees for that term is required.

Parents/Guardians may request for the enrollment deposit to be refunded as part of their submission of the withdrawal form, and within two months of the student's departure from the school, and if all outstanding fees and bills have been paid and if sufficient due notice was given. If the parents/guardians do not request or opt to waive the refund of the enrollment deposit then this money is transferred to the school account.

School Fees

The Schedule of Fees and Charges is updated annually and republished in May for the following academic year. The document gives full details regarding the annual tuition fees and other charges. It further explains how the fees and charges may be paid and further explains what is and what is not included as part of these fees and charges. As part of the updating process, the school reserves the right to change prices for the following academic year by any such amount the school considers reasonable. However, if there is a fee increase of more than 10% from the previous annual tuition fees paid to the school previously, then parents/guardians are entitled to withdraw the student from Maria International, without providing one month's written notice or paying of fees in lieu, providing they give notice of the intention to withdraw within fourteen (14) days of receipt of the notice.

The Schedule of Fees and Charges is a document that forms a part of the contract signed by parents/guardians and also forms part of the terms and conditions of accepting a place at Maria International. This document can be found on our school website and is also given to parents/guardians as part of the admissions process.

Maria International will send all invoices to parents/guardians via email as an attached pdf document but can be mailed to a physical address upon request. If no request is made then no paper copy will be sent, invoices will only then be sent electronically, as previously stated.

If Parents/Guardians decide to pay the annual tuition fees in full one-time payment, the Pro-forma invoice will be sent in June for payment by 1 July in order to qualify for a discount. However, payment after this date will result in the discount being chargeable.

If parents/guardians choose to pay the annual tuition fees termly the invoice is sent in advance in accordance with the dates given as part of the Schedule of Fees and Charges for payment by



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15 August, 15 December and 15 March. If payment is made late then surcharges may be imposed. Other charges are invoiced periodically throughout the academic year.

The parents/guardians are liable for the full cost of the annual tuition fees and any supplemental charges due unless the school has agreed in writing to look exclusively to another party or person for the payment of all or part of the fees and charges.

Maria International reserves the right to withdraw or suspend school attendance to the student, and withhold any reports, references or academic certificates whilst annual tuition fees and other charges are unpaid or there is a persistent default. Fees and any supplemental charges are not reduced due to student absence of any kind.

In exceptional circumstances, early years students may be enrolled on a part-time basis and therefore be charged based on the expected duration and number of sessions. No refund shall be given for sessions that are not actually attended.

Notice Requirements

If parents/guardians wish to withdraw their student from Maria International, they shall submit a withdrawal form to the office administration staff before the published date of the start of the previous academic term (i.e by 31st August for a withdrawal in December). Where no notice has been given and without sufficient reason or explanation given for the withdrawal, then the following terms academic tuition fees will become due in lieu of notice and owing to the school as a debt.

For an explanation to be considered sufficient and reasonable, Maria International Concerns and Complaints policy must have been followed properly and Maria International should have been given adequate time to respond, address and resolve any complaints or concerns raised.

If after four weeks of the student starting at Maria International, that despite the cooperation and best efforts of Maria International and Parents/Guardians to address any major problems raised through the concerns and complaints policy procedures, the decision to withdraw the student from Maria International is made by the parents/guardians, or if parents/guardians are required by the headteacher to withdraw the student from Maria International, then the term's notice period is waived and the student will immediately cease attending Maria International. The current term's fees are forfeit, but no additional term fees will be deemed payable.

Failure to provide one term's written notice for withdrawal of a student at Maria International, for any reason, then the enrollment deposit is automatically forfeit.



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Other Provisions

The parents/guardians agree to ensure that the student:

- Attends Maria International regularly and participates fully in curricular activities and trips outlined in the timetable and academic calendar
- Attends school punctually and in the correct uniform and abides by the other school policies and practices relating to behaviour, appearance, and dress as laid out in the student handbook.
- Participates in additional learning support deemed necessary by the advice of the Maria International teachers.
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In accordance with the E-Safety and Acceptable Usage policy, Maria International reserves the right, subject to relevant data protection and privacy legislation, to monitor any email and social media communication as well as other Maria International internet and technology usage to ensure compliance with Maria International policies and principles.

Disciplinary Information

- Being a member of the Maria International community means that all in the community should feel confident that the aims, attitudes, expectations and values laid forth by Maria International are reinforced at home. There should also be a solid foundation of communication, trust and respect between all in the Maria International community.
- A student's first term at Maria International is considered a probationary period, this period of time may be extended into the second term if Maria International staff and management believe it to be in the best interests of the students and/or the school. Maria International expectations for behavioural standards apply equally during the commute to and from school as well as during the school operating hours.
- In line with the Maria International positive behaviour policy, the Headteacher or leadership team at Maria International school may require that students be removed or suspended, or in serious/extreme circumstances expelled, from Maria International if the Headteacher or leadership team deems that the student's attendance level, academic progress, attitude or behaviour is not meeting the standards expected by Maria International. If this occurs and the Headteacher and leadership team are under the reasonable opinion the removal is in the best interests of Maria International or the student's and other student's best interests, then removal will occur.
- Other cases, in line with the positive behaviour policy, may result in suspension, removal, or in serious/extreme cases expulsion, if the Headteacher and Maria International leadership team considers that the behaviour and/or attitude of the Parents/Guardians is unreasonable and as a result is likely to affect or is affecting the



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student's or other student's progress adversely or the students or other students wellbeing or the well-being of Maria International staff or those in the Maria International community, or brings Maria International and its reputation into disrepute.

- In line with the Maria International positive behaviour policy, the Headteacher and Maria International leadership team may deem that suspension or even expulsion for a lesser offence is justified if there has been a history of persistent misbehaviour, lateness or tardiness. All aspects of the student's record may be taken into account when considering this course of action.
- Should the Headteacher and Maria International leadership team exercise their rights as laid out above, the Parent's/Guardian's are not entitled to any refund or remission of the current academic terms Annual Tuition Fees and other charges (whether paid or payable) and the enrolment deposit will also be forfeit. However, in such circumstances, fees in lieu of notice will not be payable and any other prepaid fees for further terms will be refunded.
- Maria International and its staff will act in accordance with its Positive Behaviour Policy, and in a way that is fair in all circumstances when taking appropriate actions and decisions outlined in this Disciplinary Procedures section. The review and appeal process for serious disciplinary matters is overseen and processed according to the Complaints and Concerns policy.

Maria International's Obligations

- Subject to these Terms & Conditions, Maria International will undertake acceptance for the student's from the time of joining the school through to the end of the student's academic year in Year 6.
- For the duration of time that the student is a part of Maria International, Maria International will, to the best of its knowledge, exercise reasonable skill and care in respect to the student's welfare and whole learning experience. This obligation applies during school operating hours and other times where the student is permitted to be on Maria International premises or is participating in activities organised by Maria International, whether on or off-site.
- Maria International will monitor and report on the student's academic, attendance and personal progress made. Maria International will promptly advise parents if there are any concerns regarding the student's progress or other ways the student's learning experience is being impacted.
 - If there are concerns raised about the student's English proficiency and the need for additional English support to effectively access the curriculum, Maria



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International will appropriately assess and decide the appropriate level of support needed. The school will advise parent's/guardians of this and if any extra fees or charges will be necessary for the support. If an agreement between Maria International and Parent's/Guardian's can not be reached in regards to payment of fees/charges or the level of support needed then parent's/guardian's may be asked to withdraw the student, in their best interests, without being charged fees in lieu of notice.

- If there are concerns that the student(s) may require Additional Educational Needs support, Maria International does not provide this level of diagnosis or assessment. Maria International can gather evidence and undertake preliminary investigations which Parent's/Guardian's can use for assessment and diagnosis by an external specialist, which can be arranged by the Parent's/Guardian's or by Maria International at the Parent's/Guardian's expense.
- If parent's/guardian's have knowingly withheld information or not disclosed prior Additional Educational Needs of their student(s), they may be asked to withdraw their student(s) from Maria International without being charged fees in lieu of notice, if in the reasonable opinion of the Headteacher and Maria International leadership team deem that Maria International can not adequately provide for the student(s) particular needs.
- If an agreement between Maria International and Parent's/Guardian's can not be reached in regards to payment of fees/charges or the level of support needed in regards to the student(s) Additional Educational Needs then parent's/guardian's may be asked to withdraw the student, in their best interests, without being charged fees in lieu of notice.
- Unless Parent's/Guardians notify Maria International to the contrary at the time of enrollment, they consent to:
 - Student participation, under proper supervision, in sports, including contact sports, and other activities that may entail some reasonable risk of physical injury
 - Maria International can take the student off-site for visits and trips during the school day, subject to parent/guardian being informed in advance of the trip.

Any trips and sporting activities are staffed in accordance with Maria International policy, ensuring that there is an appropriate level of student supervision and that a thorough and reasonable risk assessment has taken place. These are available for inspection upon request.

- If the student requires urgent medical attention or assistance whilst under the care of Maria International, Maria International will, if practicable, attempt to obtain parent/guardian consent prior to calling an ambulance or undergoing urgent medical treatment. However, should Maria International be unable to contact the parent's/guardian's, or the urgency of the situation so dictates, Maria International shall be authorised to make the decision(s) on behalf of the parent's/guardians should any



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consent be required for urgent medical treatment (including anaesthetic or operation) as recommended by a doctor.

- Maria International will not subject the student to corporal punishment

Parent/Guardian Obligations

- In order for Maria International to fulfil its obligations, it needs Parental/Guardianship cooperation, in particular by:
 - Fulfilling their own obligations set forth in this Terms & Conditions document
 - Encouraging the student in their studies
 - Giving appropriate support at home
 - Keeping Maria International informed of matters which affect the student
 - Maintaining a respectful and constructive relationship with Maria International staff
 - Attend meetings arranged by Maria International involving student interest, wellbeing and welfare, and keep in touch with Maria International regarding these matters
- Parent's/Guardian's agree to follow the professional guidance of Maria International in regards to the effective academic, social or learning experience progress of the student. This may involve the student's participation if required.
- The parent's/guardian will inform Maria International of any health or medical condition, diagnosis, disability or allergy that the student has or subsequently develops, whether this is in the student's long-term or short-term, also including any illness or infections. If Maria International requires, due to a presented health-risk to the student or others in Maria International, by reasons of a virus, pandemic, epidemic, or other health risks, Parent's/Guardian's will keep their student at home and will not allow the student to return to Maria International premises until such time as the health risk has been averted.
- Maria International, in line with its Attendance Policy, must be informed of any absence from school, regardless of the period of time. Maria International must also be informed of any expected lateness of arrival. Maria International staff will contact parent's/guardians at 9:30 am should their student fail to appear at school without notification.
- Maria International must be informed of any planned absences, particularly absences that are considered prolonged (three or more days). The parent's/guardian's shall inform the appropriate staff member, outlined in the attendance policy, in writing at least one week before the absence is to begin.
- Maria International cannot accept any responsibility for the welfare of the student whilst off-site unless it is part of an activity or trip organised by Maria International.



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- If parent's/guardians have a cause for concern regarding matters of student safety and wellbeing, care, discipline or progress of the student, they must immediately and without delay inform Maria International. Any informal or formal complaints must follow the Maria International Complaints and Concerns Policy.

Insurance

Students are not to bring objects of value to the school. Maria International will not accept responsibility for lost, damaged or stolen personal property. Parent's/Guardian's should seek to make their own insurance arrangements to cover the student's person and/or property whilst in the Maria International premises.

Confidentiality and Acquiring References

- Parent's/Guardians consent to Maria International supplying student information and references in respect to any educational institution that the student will or proposes to attend. Any reference provided by Maria International will be kept confidential. Maria International will make all reasonable attempts to ensure that the student information provided is accurate, and any opinion or report given of the student, regarding academics, ability, aptitude for specific subjects and character, is fair. However, Maria International is not liable for any loss that Parent's/Guardian's are or the student is alleged to have suffered as a result of these opinions or references given in or correct statements of fact and fairness.
- Parent's/Guardian's consent to Maria International using information relating to the student whilst attending Maria International and after the student has left Maria International for the purposes of:
 - Managing and maintaining relationships between Maria International and current students
 - Providing references
 - Contribute to the continuous improvement of Maria International
 - Overall communication with the former cohorts of pupils

Intellectual Property Rights and Publicity

- Maria International will recognise any intellectual property rights vested in the student
- No student or parent may give information, share or contribute photographs (or other media etc) concerning the school to any journalist, website, publication or other non-Maria International approved media publication, without the specific approval from the Maria International Head Teacher and Owners.



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- In accordance with relevant data protection legislation, Maria International will require an annual agreement and signed consent forms for personal data and image gathering and usage, in accordance with the Maria International Data Protection Policy

Changes in Ownership

Maria International reserves the right to transfer the undertaking of Maria International 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 Maria International with any other educational institutions. Where appropriate, Maria International will inform and potentially consult with parent's/guardian's in relation to any such changes.

Termination of Contract

- Maria International is entitled to terminate the contract with the parent's/guardian's forthwith by written notice without prejudice to its other remedies and without any obligation to refund any fees, charges or deposits paid to the parent's/guardian's if the parent's/guardians are found to be in breach of any of their obligations or Maria International policies and have not (in cases where possible) sought to remedy the situation within fourteen days of a receipt of notice from Maria International requiring remedy.
- Either party may cancel this contract forthwith by written notice without prejudice to its other remedies if the other parent/guardian or Maria International is unable to pay its debts or is declared bankrupt, becomes insolvent, goes into liquidation or is financially wound-up for any other reason.
- This contract will be terminated upon the student completing the full academic year of year 6 unless otherwise negotiated or extended.

Force Majeure

'Force Majeure translates to 'superior forces' and is a term often used in contracts to refer to events outside of a party's control that are unexpected and disruptive serving to alleviate a party from its obligations under the contract without liability.

- In the event of any force majeure arising which prevents or delays Maria International's performance of any of its obligations outlined under this contract, Maria International will forthwith give parent's/guardian's notice, initially by email and then in writing, specifying the full nature and extent of the circumstance that has arisen to the force majeure. Providing that Maria International has acted reasonably, prudently and honestly to prevent and minimise the effects of the force majeure, Maria International takes no responsibility or liability with respect to the performance of its obligations as are



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prevented by the force majeure whilst it continues. However, Maria International will, to the best of its abilities, continue to carry out its educational services and obligations.

- If Maria International is unable to perform its obligations for a continual period of time greater than 5 months, Maria International will notify parent's/guardian's of the next steps to be taken to ensure the performance of the contract and educational services
- In the event of a force majeure that prevents parent's/guardians from performing their contractual obligations as outlined in this contract and other policies, they will give Maria International clear and prompt written notice of the force majeure. Parent's/guardian's will not be held liable for the non-performance of any such obligations during the force majeure and in the event of the force majeure continuing for a period of time greater than 5 months, will discuss with Maria International solutions by which this contract and its obligations can be fulfilled.

Communication

- All notices required as part of this contract shall be given in writing and with respect to the period of time required.
- Parent's/guardian's will, to the best of their ability, seek to give Maria International notification of any change in circumstances, contact details and payment details of any persons who have signed this contract.
- Communications to parent's/guardians shall be sent to the contact addresses shown in Maria International's records.
- Notices that parent's/guardian's are required, as part of this contract, must be addressed to the Headteacher and sent by email or registered post to Maria International. If notice has been sent by post, notice will be given on the date of the postmark
- Maria International will communicate regularly with parent's/guardians through email. It is therefore recommended and deemed essential that parent's/guardians regularly check the email addresses provided to the school and respond appropriately and promptly.
- At Maria International, the majority of the teaching is conducted in English. As standard school communications will be sent in English. If parent's/guardian's or families have difficulties in understanding the context or content of any communication they should promptly request clarification from the sender of the communication.

Jurisdiction and Governing Law

- This contract between Maria International and Parent's/Guardians is subject to Romanian and EU laws and legislation. The parent's/guardians upon signing this contract agree to submit to the exclusive jurisdiction of the Romanian courts.



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Variations

- In line with Maria International expectations of continuous policy reviews, updating and improvement, or for legal, safety or other substantive reasons it may become necessary from time to time to make changes to aspects of this contract and Maria International. In these instances, Maria International will inform and give notice to parent's/guardian's of any significant changes prior to the end of the academic term before the change is to take place. Any changes will also be reflected and notified via the school website; <https://www.misb.ro/>.
- If discrepancies exist between the English edition of this or other Maria International documents and the Romanian translation, the English edition shall be used and viewed as the definitive.

Review and Evaluation

This policy is to be renewed, evaluated, and appropriately updated annually by the Maria International leadership team and Head Teacher.

Date of next review: 30/05/2022

Prepared/Updated by: Liam Johnstone **Date:** 19/10/2021

Approved by: Nicholette Vicol **Date:** 12/03/21

This policy is to be reviewed **annually** and updated as and when relevant changes occur.