

CONDITIONS GOVERNING ENROLMENT AND ADMISSIONS

ESS is a not-for-profit school, namely: a registered school which teaches each cycle according to the curriculum that it is registered to teach; exists purely for educational reasons; governed by an independent Board with parent representation and from which its shareholders, trustees or any third parties do not benefit financially. Fiscal surpluses, if any, are put back into the institution to further the pursuit of its goals.

All parents are requested to note that enrolment and admission to English School of Science and IT (the 'School') are subject to the conditions set out below. Parents, guardians and/or any persons with parental responsibility for the student or who have paid any fees or given instructions in relation to the student (a 'Parent') of a student or prospective student of the School are asked to sign the relevant section of the application form in recognition of their acceptance of these conditions. Applications are valid from the date of application until a place becomes available in the school. The application for admission can be deferred for a maximum period of two years from the date of place available, following which a new application and enrolment fee will be required.

1. This application should be submitted with full payment of the enrolment fee as stated in the Fee Schedule. Invoice for enrolment fee will not be issued in advance. A receipt will only be given upon request to acknowledge payment.

2. This application is made on the understanding that the child (also referred to as the 'applicant') has a sufficient command of English and, moreover, is fully able to participate in and benefit from the school curriculum without extensive individual assistance. The School provides English as an Additional Language (EAL) support for the students in EYFS and KS1 only and number of places for this programme is limited. If information relevant to the extent of the child's educational, emotional, social or health needs has not been made apparent to the School on the date of admission, the School reserves the right to ask any Parent to withdraw the child, based on the School's assessment (in its sole discretion) that the School is unable to meet such needs.

3. Entry interviews for the Applicants.

Admission to the School is based on an entry interview. The main requirement for entry to the School is the ability to access the curriculum using English. The assessment is based on the level of child's academics, behaviour, ethics and values, commitment to study,

commitment to sport and personal interests and preferences. The interviews take place at the classroom setting during an ordinary school day and /or with the Classroom Teacher and School Psychologist. The Entry Interview fee of \$120.- is due by the date of the interview.

4. Upon the positive results of the Entry Interview and receipt by the School of the fully completed application and full payment of the enrolment fee, the applicant is considered for enrolment. All applicants who satisfy the entry requirements may be (i) offered a place in the School or (ii) if there is no place immediately available, placed on the waiting list.

5. The Parent accepts that placement of the applicant into a particular year group is determined by the applicant's age on 1 September of each academic year.

6. Offer of a place and acceptance by payment of term fees

a. Upon the School's offer of a place, the Parent must accept the offer in writing or by e-mail (the 'Confirmation of Acceptance') by the date specified in the offer letter issued by the School (the 'Letter of Offer'), together with a payment of the school fees for the first term for which the student will be in attendance, otherwise the offer is deemed withdrawn. If, for any reason, a Parent cancels an acceptance after providing a Confirmation of Acceptance, the first term's school fees paid will be retained by the School as liquidated damages to the School as a consequence of failure to take up the school place reserved for the student, and the Parent accepts and acknowledges such amount of liquidated damages to be a genuine pre-estimate of loss by the School.

b. A one-off Capital Levy of \$3,200.- per student is charged as the student is enrolled to the School

c. Offers made after the start of term: If a place is offered after the start of term, the school fees for the term that has commenced are reduced according with the date of enrollment and will be payable when the Parent accepts the offer.

d. Where there is an increase in school fees between the acceptance of the Letter of Offer and the commencement of the student's first school term, the increase applicable to the first term's fees will be included in the invoice for the following term's fees.

e. The conditions on the Letter of Offer form part of these admission conditions ('Admission Conditions').

7. School Fees

a. The School requires all students to have one semester fees in place before the start of this semester. Upon acceptance, the Parent shall then pay the school fees for the first semester prior to the start of this semester or at the time of the enrolment.

Generally, each semester school fees shall be paid prior to the start of the semester and this is further illustrated below:

- School fees for Semester 2 are billed and payable by October 28th;
- School fees for Semester 3 are billed and payable by January, 27th;
- School fees for Semester 4 are billed and payable by April, 07; and
- School fees for Semester 1 (at the prevailing rate) of the following academic year, are billed and payable prior to June, 15th.

b. In the event that school fees for Semester 1 of the following academic year are billed before announcement of the revision of school fees, the additional school fees applicable will be included in the invoice for the following semester's fees.

c. Parents undertake to pay school fees by the due date as stipulated by the School and to pay such increased fees from time to time.

School fees do not include external examination fees and Parents agree to pay such fees for those examinations in which a student is entered.

d. School fees are calculated on an annual basis and split equally into 4 invoices, each in relation to one of the School's four academic semesters.

For students in examination years 11, 12 and 13, the School will not accept the withdrawal for semesters 3 or 4. Should a student withdraw from the School for semesters 3 or 4, they will not be entitled to sit for the end of year exams at the School.

e. Fees shall be the responsibility of each person who has signed the Contract, given a Confirmation of Acceptance, or any person who has parental responsibility for the student or has paid any fees or given instructions in relation to the student. The School may withhold any information or property while fees are unpaid. An agreement with a third party to pay any fees or any sum due to the School shall not release Parents from any liability. The School reserves the right to refuse a payment from a third party if a written supplementary agreement is not concluded and signed by all three parties.

f. Late Payment of School Fees

The School will impose a 5% late payment fee for fees not paid by stipulated due date.

g. Automatic withdrawal upon non-payment of fees

A student will be deemed withdrawn from the School without notice if fees for the following semester remain unpaid by the published withdrawal deadline for the current semester in session.

8. Basis for the Refund of the Enrolment Fee:

a. Enrolment fee is a one-off payment required at Application.

b. A portion of the enrolment fee (currently equivalent to 30%) will be retained and the balance will be refunded in the following circumstances: (i) if the application is withdrawn by written notice before a place has been offered; or

(ii) if the School has given written notice to the applicant that it will not be prepared to offer a place to the applicant.

c. The entire enrolment fee is nonrefundable where a place is offered to the applicant but not taken up irrespective of whether an offer is accepted or not.

9. Withdrawal: A child may withdraw from the School by giving a written notice of withdrawal.

Notice of Withdrawal.

To refund the advance fees the School must receive the written notice of withdrawal two months prior to the planned date of withdrawal. The deadline is stated on the school's website, and is also deemed to be the withdrawal deadline (the 'Withdrawal Deadline').

10. Basis of Refund of Advance Fees

a. Return of the Advance Fees (without interest) less any amounts which are due and payable.

Where written notice of withdrawal is given by the Withdrawal Deadline and withdrawal is to take effect on either the last day of a half-semester or the last day of a full-semester, the Advance Fees, less any amounts which are due and payable to the School, will be returned in full (without interest).

b. Retention of the Advance Fees (without interest)

(i) In circumstances where written notice of withdrawal is not given in accordance with the Withdrawal Deadline, the School shall be entitled to retain a proportion of the Advance Fees paid in accordance with the provisions herein, and the Parent accepts and acknowledges such amount thereunder retained to be a genuine pre-estimate of loss by the School

(ii) Retention of 100% of the Advance Fees

Where written notice of withdrawal is given after the first school day of the semester in session, or where a student fails to start a new semester and no written notice of withdrawal has been given by the start of a new semester, 100% of the Advance Fees will be forfeited in lieu of notice as liquidated damages to the School as a consequence of the failure by the Parent to give a written notice of withdrawal in accordance with the School's requirements.

c. The refund of all or any part of the Advance Fees will be made as soon as practicable after it has become due to the individual(s), company or organisation by whom it was paid to the School, unless that party notifies the School in writing that the refund is to be made to a named Parent of the child or to that Parent's representative.

d. Notwithstanding that the Advance Fees should not be used to offset any amounts due and payable to the School, in the event that there are any such amounts due and payable to the School, the School, at its absolute discretion, reserves the right to deduct such amounts (the same being liquidated damages) from the Advance Fees on the last day of a half-term or the last day of a full term.

e. In the event of some incident or event occurring within or affecting Russian legislation such that the School is required by the relevant authorities of the Russian Government or at the School's discretion to close during the currency and / or aftermath of such incident or event, the School will not be obliged to refund all or any part of the fees or Advance Fees. E.g., in case of sickness of over 30% of the students, in accordance with the Russian sanitary requirements, the School has to be closed for quarantine for at least five calendar days. In this case, the fees shall not be returned or recalculated.

11. Re-admission to the School

Where a child has been withdrawn from the School and the Advance Fees have been repaid, no enrolment fee will be payable if the child is readmitted to the School in the term immediately following the term in which the withdrawal takes place. If the child is readmitted to the School more than one term after the term in which the withdrawal takes place, the full enrolment fee will be payable at the prevailing rate of readmission.

12. Library Deposits

Library books, CDs, DVDs and other school resources used by the Student at home are the property of the School. A single refundable deposit of \$1,000.- is required to cover the return of resources. The deposit is fully refunded by the end of the school year once all the resources are returned and damage, if any, fully compensated.

13. The Chief Executive Officer of the School (the 'CEO') may require at any time the withdrawal of a child from the School for any cause judged by the CEO in his absolute discretion to be adequate. Adequate cause may include matters such as the child's misconduct or the child's inability to participate in and benefit fully from the school curriculum without extensive individual assistance. It may also include the failure at the stage of applying for a place in the School to declare accurately and fully the extent of the child's individual educational needs.

14. Applicable to Russian Citizens.

a. Under the Education in Russian Federation Act, all resident Russian Citizens between the ages of 7 and 18

are required to complete secondary education, unless exempted by the Ministry of Education (MOE). Where a child of compulsory school age and who is a citizen of Russian Federation residing in Russia fails to attend regularly as a pupil at a secondary school or a designated school/ be home-schooled, the parent/guardian of the child may be guilty of an offence.

b. According to the Education in RF Act, the parents/guardians have the right to choose the language of instruction and school curriculum to the best of their knowledge of what would be beneficial for their child.

c. Russian citizens have the right to obtain secondary school education abroad or in a foreign schooling institution in Russia. In order to confirm the level of their education and to enter a Russian state university, the graduates of foreign secondary schools will have to pass the State Unified Exams in Russia.

15. Where the need arises and the situation is such that the Parent cannot be contacted to give consent, the CEO may authorise the medical examination of a child, the calling of further medical or specialist advice or the removal of the child to a nursing bay or hospital, all expenses thereby incurred being for the Parent's account.

16. The Parent bears responsibility for the Student's medical insurance to completely cover all medical expenses in case of incidents in the School territory or during school trips, or pay for these expenses independently. The School is not responsible for the Student's medical expenses.

17. The Parent accepts that the School cannot be responsible for any personal injury which the child may sustain at any time either within the school premises or elsewhere which is not attributable to the fault of the School, its officers or employees. The Parent also accepts that in no circumstances can the School be liable for any loss of or damage to property of any other kind whatsoever which the child may sustain.

18. Parents agree to abide by the School's prevailing 'Rules and Policies Code' (Parents' Handbook).

In the event of regular breach of this code, the School reserves the right to remove the student from the School roll.

19. It is the Parent's responsibility to keep the School updated with relevant changes to contact data.

18. The School will not be bound legally by any verbal advice it has given.

20. The Admission Conditions shall be governed and construed in accordance with the laws of the Russian Federation.