



CHARTERHOUSE
ALMATY

EDUCATIONAL SERVICES TERMS AND CONDITIONS

Approved by the Advisory Board: 08/25 | Next Review: 08/26

I. Definitions

For the purposes of these Terms and Conditions, the following definitions shall apply:

1. **Educational Services Agreement (“Agreement”)** – the contract concluded between Charterhouse Almaty (“the School”) and the Parent, confirming the Student’s enrolment, start date, and governing obligations of the parties.
2. **The School** – Charterhouse Almaty, a limited liability company incorporated under the laws of the Republic of Kazakhstan.
3. **Advisory Board** – the governing body of the School responsible for policy approval and oversight.
4. **The Head** – the individual appointed to manage the School and implement its strategic decisions.
5. **Parent** – the natural or legal person who enters into the Agreement and assumes legal responsibility for compliance with its obligations.
6. **Payer** – the person or entity effecting payment of Fees on behalf of the Parent.
7. **Student** – the child named in the Agreement who is enrolled at the School.
8. **Fees** – tuition or other educational charges as determined annually by the School and published on its website.
9. **Agreed Start Date** – the date specified in the Agreement for the Student to commence studies at the School, from which the Fees accrue (or, if the Student is enrolled after that date in accordance with sub-clause 4.1(g), the date of such enrolment) (failure to commence classes does not constitute grounds for postponing the Agreed Start Date of studies).

II. General Provisions

1. These Terms and Conditions regulate the provision of educational services by the School and form an inseparable part of the Agreement.
2. By signing the Agreement, the Parent confirms acceptance of these Terms and Conditions and undertakes full compliance therewith.
3. The School reserves the right to amend these Terms and Conditions and/or the Agreement, subject to prior notification to the Parent in accordance with Section VI of these Terms and Conditions.
4. Notification of amendments shall be published on the School’s official website and communicated to the Parent by email no later than **May 5th** of the academic year preceding the year to which the amendments relate.

5. In the event the Parent disagrees with such amendments, the Parent must notify the School in writing by **June 5th** of the same year. The Parties shall then execute a termination agreement, and the School will return the Guarantee Deposit in accordance with Section III herein.
6. If the parent fails to provide written objection, continued performance of the Agreement and/or payment of Fees shall be deemed acceptance of the revised Terms and Conditions.

III. Financial Arrangements

1. Guarantee Deposit

- 1.1 As security for the fulfilment of the Parent's obligations under the Agreement, the Parent shall pay a Guarantee Deposit ("Deposit").
- 1.2 The amount of the Deposit shall be ten (10) % of the Annual Tuition Fee of the relevant age group.
- 1.3 The Deposit and the Tuition Fee for the academic term in which the Agreed Start Date occurs must be paid within five (5) working days of signing the Agreement.
- 1.4 The Deposit shall be refunded to the Party within thirty (30) calendar days after termination of the Agreement, subject to the Parent having no outstanding obligations to the School, except for amounts retained under sub-clauses 7.1.1(c) and 7.2 of these Terms. The School is entitled to offset any unpaid amounts owed by the Parent against the Deposit.

2 Tuition Fees

- 2.1 The School shall determine the Fees for each academic year and publish them on its official website no later than **May 5th** of the preceding academic year.
- 2.2 Unless otherwise specified in a written addendum between the Parent and the School, all Fees shall be paid strictly within the deadlines approved by the Advisory Board and published on the School's website.
- 2.3 In case of a delay in the payment of the first instalment of Fees for more than ten (10) working days, the School may unilaterally terminate the Agreement.
- 2.4 If fees are not paid in time or in full, the Parent shall be liable to pay a penalty of 0.1% of the overdue amount per day of delay, capped at 10% of the annual Fees. Payment of a penalty does not release the Parent from the obligation to settle all outstanding amounts.
- 2.5 If the Parent does not pay the first instalment of Fees by the deadline set in Clause 2.2, the Student's confirmed place will be withdrawn. At the written request of the Parent, the Student may instead be placed on the waiting list for the relevant year group. Should a vacancy arise before the start of the

academic year, the Student may be re-admitted only if the Parent pays the first instalment in full within five (5) working days of notification.

- 2.6 Tuition Fees are not subject to recalculation or refund in cases of absence of the Student due to illness, disciplinary suspension, temporary closure of the School, transition to online learning as required by authorities, or similar circumstances not related to termination of the Agreement by the Parent.
- 2.7 If the Agreement is terminated by the Parent in the manner set out in Clauses 7.1, 7.1.1 and 7.2 of these Terms, the School shall recalculate the Tuition Fee for the unused period of study and shall refund to the Parent the unused portion of the Tuition Fee within thirty (30) calendar days of the Student's withdrawal date (in the cases set out in sub-clause 7.1.1, within the period set out in sub-clause 7.1.1(d)).

3 Additional Costs

3.1 In addition to the Deposit and Fees, the Parent shall pay for the following (as applicable):

- Admissions assessments
- School uniform
- External examinations
- Scientific calculator (as the child enters Year 7)
- Postage and administration charges
- School trips and excursions
- Co-curricular or super-curricular activities provided by third parties
- Any other costs expressly agreed with the Parent

3.2 Payments for additional costs are not subject to recalculation or refund in cases of absence of the Student due to illness, disciplinary suspension or expulsion, temporary closure of the School, transition to online learning as required by authorities, or similar circumstances.

3.3 All payments shall be made in non-cash form only. The Parent/Payer must state the invoice number, payment purpose and Student's full name. Failure to do so entitles the School to return the payment at the Parent's expense.

3.4 All bank commissions and transfer charges are borne by the Parent.

3.5 The cost of meals is included in the Fees; school dining is mandatory as part of the educational process.

IV. Rights and Obligations of the School

1 Rights of the School

4.1 The School shall have the right to:

- a) establish the start and end dates of the academic year, the duration of each term, and the form, content and methodology of its educational programmes;
- b) apply its own system of assessment, testing and appraisal of the Student's academic performance and conduct;

- c) provide incentives and take disciplinary measures, including temporary suspension from lessons, in accordance with the School policies;
- d) suspend the student's access to lessons, assessments or examinations in the event of non-payment of Fees or Deposit by the Parent;
- e) restrict vehicle access to the School premises in case of violation of parking, traffic or safety procedures by the Parent or their representatives;
- f) require the Student to repeat an academic year if the School determines that the Student's academic performance is insufficient for promotion to the next year, provided notice is given to the Parent no later than **May 5th** preceding the relevant academic year;
- g) enrol the Student only upon receipt of the Deposit in full to the School's account. Until such receipt, the Student shall not be deemed enrolled and no place is guaranteed. If the Deposit is not received within the period set out in Clause 1.3 of Section III of these Terms, the School may unilaterally withdraw from the Agreement by written notice to the Parent;
- h) terminate the Agreement in the cases and manner set forth in Section VII of these Terms and Conditions.

2. Obligations of the School

4.2 The School shall:

- a) provide the Student with access to educational resources including the library, textbooks and learning materials, computers and sports equipment;
- b) report to the Parent on the Student's academic progress at the end of each term or as otherwise established by the School;
- c) register students completing Years 11 and 13 for external final examinations, provided all relevant external fees have been paid in full by the Parent;
- d) communicate to the Parent the results of such external examinations once received by the School.

V. Rights and Obligations of the Parent

1 Rights of the Parent

5.1 The Parent shall have the right to:

- a) receive regular information about the Student's academic progress, behaviour and overall attitude to learning;
- b) by prior arrangement, request meetings with relevant members of School staff to discuss matters related to the Student's education;
- c) submit proposals or suggestions concerning the School's operations;
- d) terminate the Agreement in the manner and under the conditions provided in Section VII of these Terms;
- e) at the time of signing the Educational Services Agreement, request monthly issuance of acts of completed works by filling out the "Request for issuance of acts of completed works" form.

2 Obligations of the Parent

5.2 The Parent shall:

- a) provide the School with the Student's medical records, school reports and references from previous schools before the Agreed Start Date;
- b) ensure that the Student attends lessons and activities in accordance with the School timetable, and immediately notify the School of any absence, regardless of the reason;
- c) acknowledge that the inability of the Student to attend lessons, for whatever reason, shall not be deemed a failure by the School to provide educational services;
- d) collect the student from the School within fifteen (15) minutes of the end of the school day or authorised activity;
- e) regularly monitor email and other communication channels specified in these Terms and Conditions;
- f) immediately inform the School in writing of any changes to contact details, personal data or the residential address of the Parent or the Student. Failure to do so releases the School from responsibility for non-receipt of correspondence by the Parent;
- g) pay all fees and additional charges in accordance with Section III of these Terms and Conditions;
- h) sign and return the acts of completed works sent by the School within 5 (five) calendar days from the acts they were sent;
- i) comply with the Parent Handbook, School policies, safety procedures, and rules regarding parking, pick-up and drop-off;
- j) treat all members of staff, students and other parents with courtesy and respect.

VI. Notifications

1 Notifications from Parent to School

6.1 Notifications from the Parent to the School shall be deemed valid only if sent in the following manner:

- a) **Termination of Agreement / Withdrawal Notice** – by email, with a scanned and signed withdrawal form sent to the School's Admissions Office, at admissions@charterhousealmaty.com;
- b) **Change of contact details** – by email, sent to the School's Admissions Office, at admissions@charterhousealmaty.com;
- c) **Payment-related notifications** – by email to the School's Accounts Department at the address, at accounting@charterhousealmaty.com;
- d) **All other notifications** – by email to the relevant School email address as outlined in the Parent Handbook

2 Notifications from School to Parent

6.2 Notifications from the School to the Parent shall be deemed delivered and effective when sent by any of the following means:

- a) to the residential address of the Parent as stated in the Agreement;
- b) handed to the Parent personally;
- c) sent to the Parent's registered email address as stated in the Agreement;
- d) sent to the parent via the iSAMS Parent Portal.

6.3 A notification shall be considered validly delivered at the date of notification and whether or not the Parent chooses to read or acknowledge it.

VII. Termination of the Agreement

1 Termination by the Parent

7.1 The Parent may terminate the Agreement at any time by submitting a written notice of withdrawal (in the form prescribed by the School) no later than **forty-five (45) calendar days** before the intended withdrawal date.

7.1.1 Termination before the start of studies and within the first 45 calendar days

If the notice in the form under sub-clause 6.1(a) is received by the School before the Agreed Start Date or within forty-five (45) calendar days of that date inclusive:

- a) the notice period under Clause 7.1 shall not apply. The Agreement shall terminate on the date of receipt of the notice by the School (the "Notice Date");
- b) the Parent shall pay the Tuition Fee pro rata to the school days of the term for the period from the Agreed Start Date (or from the date of the Student's enrolment in accordance with sub-clause 4.1(g), if later) up to and including the Notice Date. During this period the Student's place is held and access to all services included in the Tuition Fee is provided; therefore, the Student's absence does not release the Parent from payment (sub-clause 5.2(c));
- c) the School shall be entitled to retain up to fifty per cent (50%) of the Guarantee Deposit as compensation for the expenses incurred in organising the educational process;
- d) the amounts under sub-clauses (b) and (c) and Clause 1.4 of Section III shall be withheld from the Guarantee Deposit and the Tuition Fee paid. The balance shall be refunded to the Parent within thirty (30) calendar days of the Notice Date or of the date of receipt of the bank details, if later. Any shortfall shall be paid by the Parent within five (5) working days of the date of the invoice.

7.2 If the notice in the form under sub-clause 6.1(a) is received by the School after the period set out in sub-clause 7.1.1 and less than forty-five (45) calendar days before the intended withdrawal date, the School shall be entitled to retain the Guarantee Deposit in full.

2 Termination by the School

7.3 The School may terminate the Agreement unilaterally by written notice to the Parent in the following cases:

- a) Non-payment of the Fees and/or Deposit within the deadlines, as outlined in Section III;
- b) Persistent or serious breach by the Parent of the obligations set out in Section V;

- c) Breach of discipline, misconduct or behaviour by the Student or the Parent which, in the opinion of the School, prejudices the welfare of students or staff, damages the reputation of the School, or endangers safety;
- d) Provision by the Parent of false, incomplete or misleading information in the admission process or thereafter;
- e) Other circumstances expressly set out in this Agreement.

3 Automatic Termination

7.4 The Agreement shall automatically terminate:

- a) upon the Student's completion of Year 13;
- b) upon expulsion of the Student pursuant to School regulations;
- c) in the event of force majeure lasting more than ninety (90) calendar days, in accordance with Section IX.

VIII. Confidentiality

1 Confidentiality

- 8.1 The Parent undertakes not to disclose to third parties any confidential information relating to the School, its staff, students or other parents, obtained in connection with the Agreement.
- 8.2 The Parent shall not use the School's name, logo or other identifiers for commercial or public purposes without obtaining the prior written consent of the School.

2 Processing of Personal Data

- 8.3 By signing the Agreement, the Parent provides explicit consent to the School for the collection, processing, storage and use of the Parent's and Student's personal data, including sensitive data, for purposes connected with the provision of educational services.
- 8.4 The School shall process personal data in accordance with applicable legislation of the Republic of Kazakhstan and internal School policies.
- 8.5 The Parent is responsible for the accuracy and timeliness of personal data provided to the School. The School shall not be liable for any consequences arising from inaccurate, incomplete or outdated information provided by the Parent.
- 8.6 The School shall not be liable for the use of Pupil images or recordings by third parties who lawfully obtained such materials.

IX. Force Majeure

1 Definition

9.1 For the purposes of this Agreement, “Force Majeure” shall mean any extraordinary and unavoidable event beyond the reasonable control of the School, including but not limited to: natural disasters, fire, flood, earthquake, pandemic, governmental or regulatory restrictions, acts of war or terrorism, strikes or labour disputes, power supply failures, or similar circumstances that prevent or materially hinder the School from providing educational services in the ordinary manner.

2 Consequences of Force Majeure

9.2 In the event of Force Majeure, the School shall be entitled to:

- a) adjust the format, duration and delivery method of educational services, including a transition to online or hybrid learning;
- b) temporarily suspend the provision of services without liability for any interruption;
- c) implement such other measures as are reasonably necessary to safeguard the continuity of the educational process.

9.3 Payment obligations of the Parent, including Fees and additional charges, shall remain in full force and effect during period of Force Majeure, unless otherwise expressly decided by the Advisory Board.

3 Extended Force Majeure

9.4 In Force Majeure continues for more than ninety (90) calendar days and prevents the School from delivering services in any form, either Party may terminate the Agreement upon written notice to the other Party.

9.5 In the event of termination under Clause 9.4, the School shall refund the unused portion of the Deposit, net of any outstanding obligations to the Parent, but shall not refund Fees already paid.

X. Liability

1 Liability of the Parent

10.1 The Parent shall be fully liable for:

- a) timely and complete payment of all Fees, the Deposit, and additional charges in accordance with Section III;
- b) any damage caused by the Student or Parent to the property of the School, its staff or other students, with compensation payable at actual replacement or repair value;
- c) compliance with the obligations set out in Section V of these Terms and Conditions.

2 Liability of the School

10.2 The School shall not be liable for:

- a) any loss, damage or theft of the Student's or Parent's personal property on School premises;
- b) any injury or illness sustained by the Student outside the School premises or during activities not organised or supervised by the School;
- c) failure or delay in performance due to Force Majeure as defined in Section IX;
- d) indirect, consequential, or non-pecuniary damages suffered by the Parent or Student.

10.3 The School's aggregate liability for any claim under the Agreement shall in no case exceed the amount of annual Fees paid by the Parent for the academic year in which the claim arises.

XI. Final Provisions

1 Entire Agreement

11.1 These Terms and Conditions, together with the Educational Services Agreement, constitute the entire agreement between the School and the Parent regarding the provision of educational services, and supersede any prior oral or written agreements, correspondence, or representations.

2 Amendments

11.2 Any amendments or supplements to the Agreement shall be valid only if made in writing and signed by duly authorised representatives of both Parties, unless otherwise provided by these Terms and Conditions.

3 Assignment

11.3 The Parent may not assign or transfer any rights or obligations under the Agreement without the prior written consent of the School. The School may assign or transfer its rights or obligations to a successor organisation or related entity upon prior written notice to the Parent.

4 Governing Law

11.4 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Kazakhstan.

5 Dispute Resolution

- 11.5 The Parties shall seek to settle any disputes arising out of or in connection with the Agreement through negotiation. A claim shall be submitted in writing, including by email in accordance with Section VI, and shall be considered within ten (10) working days of its receipt. If the dispute is not settled within this period, it shall be referred to the court at the location of the School (Almaty), unless otherwise provided by the legislation of the Republic of Kazakhstan.

6 Language

- 11.6 The Agreement is executed in English, Russian and Kazakh. In case of discrepancy, the Russian text shall prevail for the purposes of compliance with Kazakh law, while the English text shall be used for interpretation within the School's international community.

7 Severability

- 11.7 If any provision of the Agreement or these Terms and Conditions is held to be invalid or unenforceable, such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.