

GENERAL TERMS AND CONDITIONS

Preamble

These terms and conditions shall apply to any contractual relationship between "Regensburg International School – RIS – GmbH", hereafter referred to as RIS, and all parties entering into an enrolment contract with RIS. Unless otherwise agreed, these terms and conditions shall also govern any future contracts between the abovementioned parties – for the student when in higher grades and for any siblings.

For any educational questions the contract parties and the students admitted to RIS may have, RIS is represented by the Head of School (see also Point 6).

In case the contract partner is more than one person, by signing the contract each signatory authorizes the other signatory/ies to be the one to receive written information/statements from RIS.

1. Regensburg International School

Regensburg International School (RIS) is an independent, registered, approved full day school for grades 1-9, run as a private association. It is open to all students, independent of language, nationality or religion. When fully developed, the school will include a Pre-School (for 3-6 year olds) and grades 1 to 12.

The educational concept supports the international needs of companies, institutions and families in the region. The main language of instruction is English; German will be taught in all grades.

RIS offers the following grades in the school year 2011/2012:
Grades 1 to 6.

2. Admission Requirements

RIS is open to all students, as long as the school has an appropriate programme to meet the applicant's needs. If and when necessary, siblings and international students shall be given priority.

For the school year 2011/2012, the deadline for grade placement is 30 September. Students are placed according to their age, social development and previous schooling. The final decision about grade level placement rests with the Head of School.

3. Compulsory Education

In Germany every child is required to attend school after his/her 6th birthday.

RIS is a registered approved school. Students, including those who do not live permanently in Bavaria, are educated in RIS in accordance with Bavarian law for compulsory education. According to § 26.1, 26.5 and 26.6 of the regulations for Bavarian primary schools (VSO), parents or legal guardians have to enrol their children from the age of 6 years in the primary state school in their school district or in a private school. In case of enrolment in a private school, this school (here: RIS) has to inform the state school in charge of this child about the enrolment. People who have moved to Bavaria have to enrol their children without delay (according to § 2.6 VSO). This rule applies to all children no matter which grade they are entering.

4. Graduation and Standards

Upon successful completion of the IB Diploma programme in grades 11 and 12, students will graduate with an IB Diploma (International Baccalaureate Diploma). The IB Diploma is recognised worldwide and in Germany as a university entrance qualification.

RIS GmbH is legally bound to inform all parents/legal guardians that the transition of their child from RIS to a German secondary school is subject to a performance test. The type of test will depend on the type of secondary school to which they are applying.

When a student cannot satisfy the expected performance qualifications and standards, in case of transition from RIS to a state or private school, RIS cannot be made liable for recourse.

5. Enrolment Process – Admission Procedure

5.1 Admission Form and Registration fee

To enrol a child, the parents/guardians send the admission form – completely filled in and including all required school reports and records – to RIS.

After receipt of the admission form, RIS will check the admission form and will notify the parents/guardians in writing of the result.

There are 3 possibilities:

- RIS accepts the application and offers the student a place in a written Admissions Letter. The parents/guardians accept the offer by signing the Acceptance Letter and by paying the Registration Fee in full.
- RIS accepts the application but, because of capacity problems, places the student on a waiting list. For the student to remain on the waiting list, the Registration Fee has to be paid in full. As soon as a place becomes available, the enrolment process continues as in point 5.1a.
- The application is not accepted.

5.2 Student's Admission and Payment of Tuition Fee

Once admission is granted, the parents/guardians or the company will receive the invoice for the tuition fees with the terms of payment as agreed. In any event, the applicable tuition fee is due for payment before the first day of school.

5.3 Contract and Terms of Contract

The contract is deemed concluded upon acceptance by the parents, guardians or other applicants of the offer of admission made by RIS. The contract is valid for the period of one school year, from 1 August of one year to 31 July of the next calendar year. It is extended each year on signing the re-registration form (see below 5.4)

If the contract is concluded after the school year has begun, the contract will continue until the end of that particular school year.

5.4 Re-Registration/Enrolment

Parents/guardians have to enrol their child every school year. Re-enrolment is usually mid-March of the calendar year. Parents/guardians will receive the documents required: a Re-Enrolment Form, an updated copy of the General Terms and Conditions, and a copy of the tuition fee regulations.

Parents/guardians have 3 weeks after the date of mailing to send back the completed Re-Registration Form to make sure the child is enrolled for the next school year. If the Re-Enrolment Form is not received by RIS within this time frame, RIS is no longer bound to retain a place for this student and may offer the student's place to somebody else.

Upon receipt of the signed Re-Enrolment Form, the school will send an invoice for the registration fee, which has to be paid immediately upon receipt.

6. Basis of Contract

6.1 Partners in Contract

RIS contract partners, in general, are the students' parents/guardians referred to as such in the school contract. The parents/guardians as contract partners are responsible for paying all school fees on time.

6.2 Relevant Documents

Relevant documents for the contractual relationship between the contract partners are:

- Admission Form
- Tuition fee regulations
- Terms of payment
- General terms and conditions
- Acceptance Letter

7. Fees and Terms of Payment

7.1 Registration fee

The registration fee is an annual fee, which is due upon submission of the completed, signed Acceptance Letter. It should be paid by bank transfer. Enrolment/re-enrolment is valid for the period of one school year.

7.2 Tuition Fees

The tuition fees are set each school year. The school reserves the right to make reasonable changes to the amount and structure of the tuition fees and/or other fees at the beginning of a new year of the contract. The contract partner shall be notified of any such increase. The amount for the following school year will be set in March and is based upon the expected budget. For further information please see point 5.2, tuition fee regulations and mode of payment.

We recommend that parents/guardians take out personal liability insurance for their children.

Address: Regensburg International School - RIS – GmbH, Jahnstr. 1a, 93080 Pentling/ Großberg; Phone: 0049 9405 918 918-0; Fax: 0049 9405 918 918-29

Managing Directors: Dr. Bettina Stoll, Michael Quast • **Head of School:** Fiona Kalinowski

Associate: Stadtmarketing Regensburg GmbH, Rathausplatz 1, 93047 Regensburg

Court of Registry: Eintrag im Handelsregister beim Amtsgericht Regensburg, HRB 11078 • **Tax Nr.:** 244/147/99139, Finanzamt Regensburg

Bank Account: Sparkasse Regensburg, Kontonummer: 360 340 56, BLZ: 750 500 00

Homepage: www.ris-school.com

7.3 Capital Development Fee

For all new entries to RIS, a Capital Development Fee of EUR 1,000 per year is charged for the first three years. The said Fee is thus limited to EUR 3,000 in total. Admission to RIS is subject to payment of the Capital Development Fee.

If a student terminates after the first school day, the Capital Development Fee will not be refunded. In the event of a termination subject to the notice period, i.e. no later than one day before the first day of school, the said Fee will be fully refunded.

7.4 General Terms of Payment

The registration fee and the tuition fee will be paid without any deductions. Parents/guardians are responsible for all bank charges related to this transfer, even if a third party assumes payment. The parents/guardians are obliged to pay all school fees punctually. In the case of default parents/guardians are also liable to pay for interest for the default.

School records will be withheld until all outstanding fees are paid.

8. Late Enrolment and Early Termination

8.1 Late Enrolment

In the event of mid-year enrolment, the tuition fees are payable pro rata for each current quarter and the following quarters. The Capital Development Fee must be paid in full. For further information please see point 5.1 and tuition fee regulations.

8.2 Early Termination / Withdrawal

The contract between RIS and the parents/guardians is valid for the period of one school year. For an extension of the contract re-enrolment is necessary.

If parents/guardians terminate the contract prematurely, tuition fees are refundable.

Percentage of annual Tuition Fees refundable upon early departure:

Sep	Oct	Nov	Dec	Jan	Feb	Mar	From Apr.
75%	65%	55%	45%	35%	25%	15%	0%

In the case that payment of the tuition fee is different from the annual payment, e.g. quarterly, the above provision will apply accordingly. This means that outstanding fees may still be payable.

If RIS terminates the contract without notice for serious cause, tuition fees will not be refunded in part or in total.

The right of both parties to terminate without notice for serious cause remains unaffected in any case. A serious cause is, for example, late payment after the setting of a date or the opening of private insolvency proceedings.

An early termination shall be submitted to the Administration Office by the parents/guardians subject to a notice period of one month before the end of any month. All terminations must be submitted in writing. A termination form is available from the Administration Office.

9. Disciplinary Procedures

RIS is authorised to exercise every legally permitted disciplinary measure with regard to the student by applying the principle of reasonability. Section 10 of the Tuition Fee Regulations shall apply.

10. Final Provisions

Changes and additions to these terms and conditions are required to be in writing if they are to be valid. This applies likewise to changes of the requirement mentioned in the previous sentence. Supplementary verbal agreements are not valid.

Should individual terms and conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

All contractual relations shall be exclusively governed by German law. The German version of these terms and conditions is the authoritative version.

(July 2011)

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