

EtonHouse International Preschool Karuizawa – Terms and Conditions of Enrolment

The Terms and Conditions of Enrolment with JIA Co., Ltd under the brand name of “EtonHouse International Preschool Karuizawa” (hereinafter referred to as "the EtonHouse") are to be read in conjunction with the School's calendar. These form part of the agreement between the School and the parent/guardian of the student (hereinafter referred to as "the Parent") as named herein.

1. REGISTRATION

- 1.1. Registration is only completed upon payment of the registration fee, submission of duly completed registration form and all related documents of EtonHouse
- 1.2. A one-time non-refundable registration fee is payable upon registration of the student at the School.
- 1.3. All the documentation collected during registration remains confidential and EtonHouse is not required to disclose this information to the Parent or any other person if it is not relevant or appropriate to do so.

2. INSURANCE PREMIUM

- 2.1. An annual insurance premium for the Student Group Protection Plan is paid by EtonHouse.

3. LAW

- 3.1. This Agreement is subject to the laws of Japan.

4. ENROLMENT

- 4.1. All the enrolments are subject to the terms and conditions in this Agreement, EtonHouse's school rules and all other student and parent handbooks issued by EtonHouse. If there is an inconsistency between any of the provisions of this Agreement and the provisions of EtonHouse's school rules or handbooks, the provisions of this Agreement shall prevail.
- 4.2. All the documentation collected during the course of school attendance, including not limited to observational notes and meeting notes remain confidential and EtonHouse is not required to disclose this information to the Parent or any other person if it is not relevant or appropriate to do so.
- 4.3. EtonHouse reserves the right to withhold acceptance of an enrolment at its discretion, if such action is deemed to be in the best interests of the student or EtonHouse.

5. SCHOOL MEALS

- 5.1. The school fees are exclusive of meals and snacks.

6. EXTERNAL VENDORS

- 6.1. Some Enrichment classes, afterschool classes are available through external vendors(s). Subscription to the enrichment classes and afterschool classes is at your sole discretion and EtonHouse shall not at any time be held liable or responsible for any and all claims, demands, costs, actions or prosecutions on account or arising from or in connection with any personal injury, death, damage, loss or destruction to person or property whatsoever in relation to such enrichment classes, after school classes.

7. SPECIAL EDUCATIONAL REQUIREMENT STUDENTS

- 7.1. EtonHouse must be informed of any academic, physical or behavioural issues relating to a student prior to registration. In such cases, all relevant supporting documentation will be requested. Where necessary, further documentation or evaluation may be required. Failure to inform the School of any relevant issues may affect the enrolment of the Student.
- 7.2. Where a student with special educational requirement (as determined by EtonHouse or the Parent) is enrolled in the School, subsequent ongoing placement will be based upon the student's ability to continue to function independently (or with student funded support personnel) within the School's regular programme and with positive outcomes for the learning or well-being of other children.
- 7.3. A provisional or, in the case of behavioural issues, a probationary placement may be offered to a Student with a special education requirement (as determined by EtonHouse or the Parent). In such cases, EtonHouse may require the enrolment of the Student to be terminated if this is considered to be in the best interest of the Student and/or of the school community as a whole.

8. SCHOOL FEES

- 8.1. School fees are annual and billed on Term basis. The full-term fees are payable in advance for all levels.
- 8.2. Additional fees for after school programme and holiday activities will be billed separately.
- 8.3. For new students commencing within the term, fees will be pro-rated on a weekly basis according to the duration of the school term. Please refer to the school calendar for the academic term dates.
- 8.4. School fees are payable in full, from the date the Students is to commence attending school, and until the last day of attendance of school.
- 8.5. EtonHouse shall be entitled to increase the school fees from time to time during Students enrolment in EtonHouse. Any such increase will be notified to the Parent and the revised fees shall be payable effective from the date stipulated in the notice.
- 8.6. In the event of transfer of the Student to another school under EtonHouse, all the relevant and applicable fees and the terms and conditions of that school will apply. A transfer fee will be applicable.
- 8.7. In the event of any incident or event occurring with in or affecting Japan where the school required by relevant authorities of the Government of Japan to close during the occurrence and/or aftermath of such incident or event, fees payable will not be pro-rated and fees paid are non-refundable
- 8.8. EtonHouse reserves the right to conduct a voluntary closure of the school, in the event that EtonHouse determines that there are health risks posed to the Students. EtonHouse also reserves the right to close the school for a period of time as determined by the Ministry of Health, Labor and Welfare (MOHLW), Ministry of Education (MOH) or any other Government authority in the event that it is mandated by any aforementioned party that the school close due to health risks posed to the Students. In both voluntary and mandatory closures, fees payable will not be prorated and fees paid are non-refundable.

9. PAYMENT TERMS

- 9.1. All fees are subject to sales tax.
- 9.2. All payments must be within 7 days from date of invoice.
- 9.3. Where any amount due to EtonHouse or part thereof remains unpaid after the due date, the School reserves the right to:
 - 9.3.1. charge interest on the overdue amount at the rate of 2% per month from the due date until payment; and/or
 - 9.3.2. cease supplying any course materials (if any) and tuition services to the student without prejudice to the obligation to pay fees; and/or
 - 9.3.3. demand payment in full of all fees and instalments outstanding to that date.
- 9.4. The School shall cancel registration of the student with no recourse to a refund of registration and administration fees if at any time payments fall in arrears without prior written arrangements.
- 9.5. The school reserves the right to discontinue the education of a Student if the account is outstanding.
- 9.6. The Parent shall pay all legal fees and other administrative costs and disbursements incurred in connection with the demand or enforcement of the payment of money due.

- 9.7. All bank charges involved in the electronic transfer of payments, to the School's bank account, including those of the receiving bank, shall be borne by the remitter.
- 9.8. All School fees are non-refundable.

10. PARENTAL OBLIGATIONS

- 10.1. The School operates to a regular timetable and it is a contractual obligation on the part of the parent to ensure that the child attends all school days.
- 10.2. Parents must inform the school in writing of any potential or prolonged absence of the Student.
- 10.3. The Parent must not (and shall ensure that other parents and guardians of the Student do not) use social media in a manner that defames EtonHouse and/or any its related entities or violates the privacy or confidential information of the staff or other students of EtonHouse.

11. ILLNESS OR INJURY

- 11.1. There will be no refund of fees when the Student is absent from school or programmes, including where this is due to illness or injury or other emergency, unforeseen event or change in personal circumstances.

12. WITHDRAWAL

- 12.1. If the Parent wishes to withdraw the Student from EtonHouse, the Parents must notify EtonHouse in writing and submit a completed withdrawal form to EtonHouse. Any request for withdrawal, other than in writing, will not be accepted.

13. SUSPENSION AND EXPLUSION

- 13.1. The Students may be expelled at any time if EtonHouse in its absolute discretion considers that the conduct of the Student or the Parent has been prejudicial to good order or school discipline or to the reputation of EtonHouse. Following expulsion, there will be no refund of any Fees paid and all unpaid Fees will have to be settled immediately.
- 13.2. The Parent may be required to remove the Student temporarily or permanently from an EtonHouse school if EtonHouse in its absolute discretion considers that (a) the conduct of the Student has been unsatisfactory or (b) the Student is or will be unable to benefit from the programme offered or (c) a parent or guardian of the Student has treated EtonHouse's staff unreasonably.
- 13.3. Once the Student has been expelled or required to be removed permanently from the School, the enrolment of the Student will be at an end and EtonHouse will have no obligation to allow the Student to be enrolled again at any EtonHouse school.

14. SERVICE OF NOTICES

- 14.1. Any notice or communication given to EtonHouse under or in connection with this Agreement shall be in writing and shall be served by delivering by hand to the address notified to the Parent, or by email to the email address notified to the Parent. Service of any such notice or communication shall be taken to have occurred only when such notice or communication is actually received by EtonHouse. Where delivery occurs after 5pm on a business day or on a day which is not a business day, service shall be deemed to have occurred only on the next following day.

15. WAIVER

- 15.1. No failure or delay by EtonHouse in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by EtonHouse shall prevent or restrict the further exercise of that or any other right or remedy.

16. ENTIRE UNDERSTANDING

16.1. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17. AMENDMENT

17.1. No variation of this Agreement shall be effective unless it is in writing and expressly agreed to by EtonHouse. EtonHouse reserves the right to add to or vary the terms of this agreement at any time by giving notice to the Parent. Such notice may be given by post or email at the Parent's last-known postal or email address respectively, or by directing the Parent's attention to any such amended terms by any other means. By continuing to send the Student to the relevant EtonHouse school after EtonHouse has given notice of any such amended terms, the Parents shall be deemed to have accepted and agreed to any such amended terms.

18. RESERVATION OF RIGHTS

18.1. EtonHouse reserves the following rights:

- 18.1.1. to alter the content, nature and venue of a programme at any time;
- 18.1.2. to alter the details of any published information at any time;
- 18.1.3. to alter method of payment if deemed necessary at any time.

19. MISCELLANEOUS

19.1. EtonHouse shall not be responsible for any claims in connection with death, personal injury suffered, or damage to or loss of any property within and outside of the school's premises, except where EtonHouse is found to be grossly negligent or guilty of willful misconduct.

19.2. EtonHouse shall not be liable for any error, omission or misstatement in its website, literature or publications.

19.3. EtonHouse reserves the right without prior notice to make changes as deemed appropriate in course offerings, curricula, academic policies, and other rules and regulations affecting students and to substitute any teaching staff at any time.

19.4. All amounts due to EtonHouse shall be paid in full without any set-off, counterclaim, deduction (including in respect of bank charges) or withholding.

19.5. EtonHouse shall not be in breach of this Agreement nor liable for delay in performing or failing to perform by of its obligations if delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority; collapse of buildings, fire, explosion or accident; labour of trade disputes, strikes, industrial action or lockouts; recession and interruption or failure of utility service.

19.6. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not be affect the validity and enforceability of the rest of this Agreement.

19.7. EtonHouse may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. The Parent shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

19.8. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Japan. Each party irrevocably agrees that courts of Japan shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

19.9. The Parent shall indemnify EtonHouse against all liabilities, costs, expensed, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs (calculated on a full indemnity basis) and all other professional and administrative costs and expenses) suffered or incurred by EtonHouse arising out of or in connection with any default or delay by the Parent in performing his or her obligations under this Agreement.

I am responsible for the payment of all fees, including a registration fee plus sales tax upon enrolment, and understand that all registration and school fees are non-refundable.

I have read and agree to abide by the Terms and Conditions of Enrolment with JIA Co., Ltd under the brand name of “EtonHouse International Preschool Karuizawa” in full.

Name of student enrolled _____

Name of Parent/Guardian _____

Parent/Guardian Signature(s) _____ **Date** _____