

# Terms and Conditions

## 1. Introduction

This Student Re-enrollment Contract (the "Contract") is entered into by and between CATS Academy Boston, Inc. (the "School" or "CATS Academy") and the Parent(s), and/or Guardian(s) and/or other financially responsible individual(s) ("Parent") whose signature(s) appears below, jointly and severally. In consideration of the enrollment of the student named in the re-enrollment form (the "Student"), the Parent accepts and intends to be legally bound, on the Parent's own behalf and on behalf of the Student, by these terms and conditions governing enrollment of the Student at CATS Academy. This Contract is for the "New School Year". This Contract is conditional upon the Student's successful completion of the "Current School Year". Successful completion of the Current School Year requires the Student to be in good academic, behavioral, disciplinary and financial standing at the School at the end of the Current School Year, as determined by the School in its sole discretion. If after completion of the Current School Year, the School determines, in its sole discretion, that the Student has not met this requirement, the School has the right unilaterally to cancel this Contract, and will refund to the Parent all tuition and fees paid for the New School Year.

## 2. Deposits and Fees

The Parent agrees to pay the fees for the New School Year as detailed in the Fee Schedule, including an advance tuition payment. The remaining payments as outlined in the Fee Schedule should be paid to the School by the dates set out in the Fee Schedule. The Parent agrees that the deposit of \$2,200 currently held by the School (the "Deposit") may be retained by the School for the Student's period of study at the School for the New School Year. It may not be offset against any fees owed. The Deposit will be refunded to the Parent after the Student's successful completion of the New School Year and all fees and other claims have been settled in full.

The Parent assumes unconditional responsibility for the payment of any fee or fees for incidental goods or services which may be charged to the Parent's account according to the terms of this Contract. This may also include charges for lost Boarding/Homestay access cards/keys or incidental damages. No portion of such tuition and fees, either paid or due, will be refunded or cancelled, regardless of illness, absence, separation, withdrawal or dismissal of the Student from the School, unless indicated otherwise in this Contract. Parents may wish to take out insurance to cover this eventuality. The Parent acknowledges and agrees that the

timely payment of the tuition and fees is a condition of enrollment and the failure to make the timely payments may result in significant consequences, including but not limited to the School's refusal to enroll or re-enroll the Student. A late charge of 1.5% per month will be charged on all balances overdue from the prior month.

### **3.Cancellation and Fees in lieu of Notice**

This Contract renders the Parent liable to pay the fees for the New School Year as detailed in the Fee Schedule, and the Parent understands that no reduction in this obligation can be made as a result of the Student 's absence (s), voluntary or involuntary withdrawal, dismissal or other change in enrollment status of the Student. The Parent may withdraw the Student from the School by giving notice equal to one full semester. Notice of withdrawal for the January semester must reach the School before the first day of the start of the New School Year. In these circumstances, the School will refund all fees for the January semester. Notice of withdrawal must be sent in writing to the Head of School. The Parent may request a change in accommodation type for the Student by giving notice equal to one full semester. Requests for change of accommodation for the January semester must reach the School before the first day of the start of the New School Year. Where the School can accommodate the request, the School will refund any appropriate accommodation fee for the January semester. Requests for change in accommodation must be sent in writing to the Head of School. In the event of a visa refusal through no fault of the Parent or Student where the Student requires a visa to attend the School, the School will refund all fees paid other than the non-refundable registration fee. Full written details including evidence of refusal will be required. The Student may be required by the School to change to different accommodation because of a breach of the conditions in the Homestay or Independent Accommodation Contract. In these circumstances, the Parent will be liable for any additional fees for the new accommodation.

### **4.Rules and Regulations of the School**

The Parent and Student agree to abide by all the rules and regulations of the School which are published from time to time (and as may be amended from time to time at the School's discretion), including those set forth in the student handbook (the 'Handbook'). The Parent and Student understand that the Handbook sets forth the principal expectations regarding the Student's enrollment at the School, but it does not constitute a contract between the Student and Parent and the School. In the event of a conflict between the terms of this Contract and any Handbook provided by the School, the terms of this Contract shall govern.

## **5. Expectations**

A positive and constructive working relationship between the School and the Parent is essential to the successful education of the Student. The School requires all parents and guardians of the Student, including those who are separated or divorced, to cooperate in the Student's best interests with respect to the Student's education, including avoiding disrupting the Student's education in any way. The Parent must provide details of custody arrangements to the School and keep the School apprised of any changes in custody arrangements and other matters that may affect the Student's educational experience at the School and the ability of the School to effectively monitor the Student's progress and well-being. The School has the right to temporarily or permanently exclude the Student from attending the School if, in the sole judgment of the Head of School, the Student, or a family member or other individual associated with the Student, has engaged in any behavior (whether on or off campus, and whether during the school year or otherwise) that, in the School's discretion, interferes with the School's ability to fulfill its educational purposes or runs contrary to the best interests of the School or members of the School's community. The Parent agrees that any conduct by the Student, the Student's parents or guardians, or anyone associated with the Student, that is in violation of the School's policies, rules, procedures and standards of academic and social behavior, as set forth in the Handbook or elsewhere, or which the School deems detrimental to the Student or to other students of the School, may be considered adequate cause for appropriate disciplinary action, including temporary exclusion or dismissal. The Student's temporary exclusion or dismissal will not affect the Parent's financial liability for the fees for the New School Year. Any relevant expenses incurred by the School to return the Student and their personal property shall become payable by the Parent.

## **6. Misrepresentation of Prior History**

The Parent understands it is essential that the Parent communicate with the School and promptly disclose to the School any details that may affect the Student's experience at the School. The Parent and Student confirm that all details supplied to the School in connection with the Student's qualifications, medical or psychological history, learning difficulties, prior US visa history or suitability for entry are complete and correct. Misrepresentation, including by omission of relevant information, may result in the Student's dismissal from the School.

## **7. Scholarships and Awards**

A Student in receipt of a financial award or scholarship from the School must maintain good academic and personal standing during the course to remain eligible for the award. The School may remove entitlement to any award at its sole discretion if the Student's academic and personal behavior falls below the required standard. In particular, if the Student is found guilty of academic misconduct during their course, any award or scholarship may be summarily withdrawn. Details of the value of any scholarship or other award made by the School to the Student are confidential between the School, Student, Parent and any education agent acting for the Student. The Student and Parent agree not to disclose the value of any such award.

## **8. Accommodation**

The Student is required to live in a School dormitory (the 'Dormitory') or in a homestay approved by the School (the 'Homestay') unless living at home with a Parent within reasonable daily travelling distance of the School. Where the Student requests a particular type of accommodation, the School will use its reasonable endeavors to provide the Student with the accommodation type requested, but the Student's preference is not guaranteed and may be changed if required by the School. In particular, should the Student arrive beyond their expected arrival date without prior approval of the Head of School, the School explicitly reserves the right to reallocate their accommodation to accommodate other students. Should the student request Homestay, the School will work directly with its homestay providers to locate a suitable Homestay for the Student. The Student and/or the Parent may not select a homestay, or any other form of accommodation where the Student does not live with the Parent, independently of the School. The School reserves the absolute right to assess the Student for suitability for Homestay and to decline to allow a Student to live in Homestay if the School believes the situation is unsuitable. The School may at any time change the accommodation of the Student for disciplinary reasons. Under these circumstances, no refund of accommodation fees will be made and the Parent will be liable for any increased accommodation fee. The School may at any time change the accommodation of the Student for operational reasons. Under these circumstances, accommodation fees will be refunded where appropriate. The Student has no right to reside in the Dormitory or in Homestay during the published dates for Winter Vacation and Spring Vacation. The School may, at its discretion, allow the Student to reside during part or all of some or all vacations, and may charge an accommodation fee for this.

## **9. Travel to and from School at the Start and End of**

## **Semesters**

The Parent is responsible for the Student's travel, including costs, at the beginning and end of each semester. The Parent must ensure that the Student travels on the dates authorized and published by the School. If the Student requires an airport pick-up, the Parent must notify the School at least four days in advance and the published fees will apply for all transportation expenses. Unless otherwise explicitly permitted, the Student may not arrive earlier than the published travel dates.

## **10. Grade Placement and Courses of Study**

Grade level placement and courses studied are determined at the discretion of the School. In response to any new information about the Student's academic performance or documented progress, the School may enroll the Student into a different grade than originally planned or make other appropriate changes to the courses taken by the Student in the best interest of the Student's education.

## **11. Vacations**

The Parent must make appropriate arrangements for the Student during the scheduled vacation dates published by the School. Travel plans must be in accord with the School's published vacation policy. The School is not responsible for the Student's welfare during scheduled vacations when the Student is travelling away from the School premises. The School is not responsible for the storage of personal property of the Student during the summer vacation, and will not be held responsible for any damage to such property.

## **12. Loss or Damage to Property**

The School is not responsible for damage to or loss of personal property of the Student that occurs on campus or at school events. The Parent is advised to take out insurance to cover any loss or damage to the personal property of the Student. The Parent agrees to indemnify the School for damage caused by the Student. Fees or fines may be charged to the Parent by the School in the event that any damage is caused to School facilities, the dormitory or Homestay. Breakages, loss or damage in shared areas are considered the joint responsibility of the students in occupation, and will be recovered as such, unless an individual student accepts responsibility. The School may impose a reasonable penalty or fine for misconduct by the Student including, but not limited to, contravening health and safety regulations or smoking on campus. The Parent accepts liabilities for such fines.

### **13. Medical Insurance**

If the Student is an international student, medical insurance is mandatory and provided via our approved supplier. This is included within the Fee Schedule. Details of this cover will be provided with the pre-arrival welcome pack. If the Student is a US citizen, the Parent must ensure that the Student holds medical insurance valid in the Commonwealth of Massachusetts that provides the level of benefits deemed necessary by the School. The Parent is responsible for providing the School with the name of the provider and policy number that insures the Student, before the Student's first day at the School. The Parent agrees to notify the School if this coverage changes and to provide the School with the Student's insurance provider and policy number.

### **14. Consent for Medical Treatment**

If, in the opinion of a properly licensed and practicing physician, the Student needs emergency medical or surgical services which require the Parent's pre-authorization or consent, the Parent hereby authorizes, appoints, and empowers the School to act as the Parent's lawful representative for the purposes of taking all steps necessary to ensure the proper care of the Student, and to execute any and all necessary documents and papers requested by the licensed and practicing physician prior to treatment of or rendering of care to the Student. The Parent confirms that it is the Parent's desire that the Student be furnished with such medical or surgical services as soon as reasonably possible after the need arises. The Parent hereby releases and holds the School harmless from any liability that might arise from acting as the Parent's lawful representative for the purposes stated herein. The Parent agrees to reimburse the School for any medical expenditure made on the Student's behalf.

### **15. Medical and Other Records**

The School may require particular records on file before the Student is allowed to attend classes. These include, but are not limited to, a certificate of up-to-date immunizations or a certificate of exemption, as required by the Commonwealth of Massachusetts. The Parent must provide the School with these records at least one week before the start of the first semester of the New School Year. The Parents and the Student also agree to notify the School of special dietary needs, allergies or other medical conditions where special arrangements have to be made.

### **16. Publicity, Media, Recording and Images**

The Parent agrees that the Student's name, photographic image (including portrait, picture, video, or other reproduction), audio recordings of the Student's voice, video-recordings of the Student, and likeness, and/or reproduction of the Student's work (collectively referred to herein as the "Student Media Information"), may be used in written or electronic format, in School publications, websites, marketing and promotional materials, press releases, and/or advertising, without compensation and without prior notice. The Parent waives the right to inspect or approve the finished product, including written or electronic copy, wherein the Student Media Information appears. The Parent also acknowledges the School's right to crop or alter any photographic image of the Student at its discretion. The Parent authorizes the School to use the Student Media Information, as described herein, on more than one occasion, without limitation of the number of times it is used, in perpetuity. The Parent also authorizes the School to produce, or cause to be reproduced and used, the Student Media Information described herein. The Parent agrees that the Parent shall not be entitled to receive any compensation for such use, and hereby releases and holds harmless the School, its successors and assigns, and those acting within its permission and upon its authority, from any and all liability, responsibility, or claim that may arise by reason of exercise of the authority granted above. If the Parent does not consent to such use, the Parent agrees to notify the School by writing to the Head of School prior to the Student's arrival for the New School Year. The Parent also gives the School permission to photograph, video, or otherwise record the Parent and any guests while attending School events or activities.

## **17. Legal Guardians and Authorized Caregivers**

If the Parent at any time designates someone as a legal guardian or authorized caregiver for the Student, the Parent must provide the School with a valid copy of an order issued by a court of competent jurisdiction designating a guardian for the Student or an executed Caregiver Affidavit, as authorized under Massachusetts law. The Student's legal guardian or authorized caregiver will be subject to all School rules and regulations applicable to the Parent. In the event that the Student's legal guardian or authorized caregiver is deemed to be compromising the School's ability to deliver the Student's education, the School will notify the Parent of that determination and the Parent will have the option of designating another person to fulfill that role or the Student will be subject to temporary exclusion or dismissal.

## **18. Representations of Education**

In its literature and in conversation with teachers and administrators, the School

tries to describe its approach to education, but the School makes no representations or undertakings as to the kind, quality, or appropriateness of its education for the particular Student. The School continually strives to update the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks and advertising. In an effort to do so, however, information included in the materials including, but not limited to, class size, student- to-teacher ratios, School accreditation, teacher qualification, specialization and length of service may change as programs grow and as staff changes. Prior to relying on any written materials in making a decision to enroll the Student in the School, the Parent should verify the accuracy of information with the Head of School. Even if the information was accurate at the time the Student was enrolled, the School reserves the right to make any changes to the curriculum and programming offered by the School and the information may change prior to commencement of classes or during attendance at the School. Only the Head of the School has the authority to make commitments regarding the nature of the program, specific arrangements for the Student, or other changes from the School's regular curriculum, and only in an express written agreement signed by the Head of School.

## **19. Force Majeure**

Dates which may be officially published for classes to be in session may be altered without notice during all periods that the School is closed due to circumstances beyond the control of the School ("Force Majeure"). These include, but are not limited to, fire, acts of God, war, governmental action, terrorism, epidemic, pandemic, weather, other threats to the safety of students, national emergencies, and any other event beyond the School's control. Although the School expects to operate its facilities during the term of this Contract, the Parent understands that a Force Majeure event may necessitate a cessation of all or part of its operations and result in an extension or contraction of the school year. In the event the School's operations are disrupted for any reason, the School shall be entitled, in its sole discretion, to suspend its duties, obligations, and performance under this Contract immediately and without notice. The School also reserves the right to extend the school year at its discretion to account for time when the School's operations have been disrupted. By signing this Contract, the Parent acknowledges and agrees that the sole remedy for a Force Majeure event is future service delivery and not a refund of fees.

## **20. Use of School Identity**

The Parent agrees that the Parent is not authorized to use the School's name

("CATS Academy Boston") or any likeness of the School's name (e.g., "CAB", "CATS") or crest or logo to describe any event, outing, club, sports team, group or other activity (the "Group") that the Parent or the Student may organize or lead or in which the Parent or the Student may participate, without the express written permission of the Head of School. If the Student or the Parent participates in any Group that uses the School's name or name with likeness or resemblance to the School's name or logo that is parent-organized or led by others, including current and former School faculty, the Parent understands that the Group is not sponsored or endorsed by the School unless the Parent receives written notice from the Head of School stating that the Group has been recognized by the School.

## **21. Enforcement and/or Collection**

The Parent understands and agrees that this Contract is a binding and enforceable legal obligation and that the School may bring a civil action to enforce the obligation. If this Contract is placed in the hands of an attorney for enforcement and/or collection, the Parent agrees to pay all costs of enforcement and/or collection, which shall include, but not be limited to, reasonable attorneys' fees and costs (whether incurred before, during, or after the filing of an arbitration or other enforcement proceeding).

## **22. Nature and Jurisdiction of Contract**

This Contract is the entire and integrated agreement between the parties relating to the Student's enrollment at the School for the New School Year, and the Parent acknowledges that the Parent is not relying on any other oral or written agreements. This Contract may not be subsequently amended or modified except by a written agreement signed by all parties. This Contract will be governed by the laws of the Commonwealth of Massachusetts. Any dispute arising out of this Contract or otherwise between the School and the Parent and the Student must be heard exclusively in the state or federal courts located in the Commonwealth of Massachusetts. If any portion of this Contract shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each portion and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. This Contract may be executed in counterparts, all of which shall constitute one and the same instruments.