

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereafter “**Terms**”) are a binding legal agreement between:

the parent(s) and/or legal guardians (hereafter “**You, Your**”) of the child(ren) to be enrolled at **our** Education Centre

and

the company BOUNDLESS LIFE (“hereafter “**We, Our, Us**”).

At **our** sole discretion, **we** may, at any time, amend or supplement these Terms and Conditions. **Your** participation will be governed by these **Terms** and it is **your** ultimate responsibility to read and understand them. Agreement to offer a place to a child, and their ongoing enrollment, is subject to **your** acceptance of these **Terms**.

By entering into this agreement with **us**, **you** are:

- (a) certifying that **you** are an adult with full authority to enter into this agreement;
- (b) certifying that **you** have read, understand and accept these **Terms** and also accept **our** Privacy Policy and;
- (c) agreeing that these **Terms** constitute a binding agreement governing **your** rights as a participant and the relationship between **you** and **us**.

1. OVERALL

1.1. GENERAL RULES

Families must enrol at least **one** child at a Boundless Education Centre for a minimum of nine months (equivalent to three consecutive semesters). The granting of admission will be subject to the following terms:

- I. **You** are required to sign **your** child(ren) out of the Education Centre exit at the end of each day. Collection of a child by a third party can only be accepted where we can identify this third party and have **your** express written consent for this in advance via the ‘Pick-up Permission’ form.
- II. Upper Foundation children (aged 10+) may only sign themselves out if **you** have completed the ‘Pick-up Permission form’ provided by the Education Centre.
- III. Children must be dropped off by 8:45 am (local time) and collected between 3.15 and 3:30 pm (local time). Please inform the Education Centre in a timely manner if **your** child will be arriving late, leaving early or will be absent. If **your** child is consistently late, **we** may need to take action to remedy this and prevent the disruption that this causes.
- IV. For children aged 6 and under, the first two days in our Education Centre are half days with pick-up between 12.00-12.30. This is to ensure children can adapt gradually to their new setting.
- V. Parents are responsible for regularly checking **their** child’s updates and progress via the Education Centre’s communication platforms and via participation in regular parent-educator conferences.
- VI. Lunch and two snacks are provided daily to children. Children should not bring their own food from home into the Education Centre except in the pre-agreed case of serious allergies and/or restrictions that **we** cannot accommodate.

VII. Personal Property and Use of Devices:

- A. All Foundation children (aged 7+) must come to the Education Centre with their own tablet or laptop device and charging cable. **You** should ensure appropriate permissions have been set up to allow each child to access the device, the internet and apps. A Kindle or other electronic reading device is not a suitable substitute.
- B. Children are responsible for the security and safe use of all their personal property, and for property lent to them by **us**. **You** are responsible for labelling all personal property.
- C. Children's devices are not to be used for video games or social media communication and messaging whilst at the Education Centre under any circumstances. If the device is not being used for its intended educational purposes, the educator has the right to temporarily withhold the device from the child.
- D. Should a child need to contact **you** while at the Education Centre, they should approach their educator who will contact **you** on their behalf. Active use of mobile devices (phones and/or smart watches) is not allowed at the Education Centre unless otherwise directed by an educator.
- E. Children will refrain from bringing anything to the Education Centre that is not required for the execution of learning and/or compromises the safety of others.

1.2. ETHOS

- I. The ethos of the Education Centre is to foster good relationships between members of the staff, parents and children. Bullying, harassment, victimisation and discrimination will not be tolerated. Boundless Education will act fairly in their interactions with **you** and **your** children, and **we** expect the same in return.
 - A. All children must come to the Education Centre with an open mindset, ready to learn, engage and actively participate in the Boundless Education curriculum.
 - B. Children must be open to interacting respectfully with everyone within the Education Centre community without exception.
 - A. Children must be open to interacting with other age groups and trying new experiences.
 - B. Children are expected to interact with the Boundless Life community with respect and kindness.
 - C. If a child witnesses something they deem inappropriate, it is their duty to report it to the staff. Everyone has a responsibility to promote a safe environment.
 - D. Everyone has a responsibility to resolve conflicts in a way that is civil and respectful. Insults, hurtful acts and a lack of respect for others disrupt learning and teaching in an educational setting.
 - E. Everyone is expected to resolve conflicts without using violence of any kind. Physical aggression is not a responsible way to deal with other people. No one should use an object to injure another person or threaten to use an object to injure another person. Violence and threats are unacceptable and put everyone's safety at risk.
 - F. Children must show care and respect for Education Centre property and the property of others. All items should be put back where they belong after use.
 - G. Children should seek help from Boundless Education staff to resolve conflict peacefully, if necessary.

- H. Children may not commit vandalism or otherwise cause damage to the Education Centre or any of its equipment.
 - I. Children will strive to fulfil expected academic obligations and come to the Education Centre punctually each day, prepared and willing to learn.
 - J. Children will be honest in their academic work (refrain from plagiarism, cheating, etc.)
 - K. Children will use their free time during the course of the Education Centre timetable responsibly.
- II. Parental Behaviour & Conduct: Parents and guardians have an important role in the education of their children and can help the Boundless Education staff in maintaining a safe and respectful learning environment for all children.
- A. **You** accept that **you** have a responsibility to act as role model for **your** child(ren), and all members of the Education Centre community. **You** must speak with respect to all Boundless staff.
 - B. **You** must accept the role, responsibility and ultimate authority of the Education Lead within the Education Centre.
 - C. **You** must respect the scope and content of the Boundless Education approach and curriculum.
 - D. **You** must ensure **your** child is rested and appropriately dressed and equipped for the Education Centre with due consideration given to weather conditions.
 - E. **You** should ensure that **your** child attends the Education Centre regularly and on time.
 - F. **You** must encourage **your** children to be active learners during their time with Boundless Education.
 - G. **You** must be open to feedback from educators on **your** children's behaviour and view feedback as a great opportunity for growth.
 - H. **You** will trust that Boundless Educators are experts in their field and have **your** children's best interests at heart.
 - I. **You** will encourage and help **your** child follow the rules relating to behaviour.
 - J. **You** will inform the Education Centre promptly about **your** child's absence, late arrival or early departure.
 - K. **You** will help Education Centre staff deal with disciplinary issues involving their child where required. Education staff will reach out to parents directly within a day or two of any disciplinary issues that may arise with their child.
 - L. **You** must not upload or otherwise share photos of other children on any online platform without explicit permission from that child's parent or guardian.
 - M. **You** commit to being engaged in **your** child's academic work and progress.
 - N. Should **you** need to raise a query or concern, **you** should first communicate with the Boundless Educator involved and subsequently escalate this to the Education Centre Lead if deemed necessary.
 - O. **You** must treat all other members of the Education Centre community with kindness and respect at all times and:
 - a. Respect differing viewpoints and experiences of others;
 - b. Refrain from discrimination, harsh language, gossip or negative comments about others.
 - c. Where possible, try **your** best to support other families if they need help.
 - d. Focus on what is best for the collective community and lead by example, holding yourself and others accountable.

- e. Treat all others fairly and equally.
- f. Treat all observations made during volunteer time and other times at the Education Centre, as strictly confidential. If there are any concerns these should be brought to the attention of the educators and/or the coordinator.
- g. Follow and subscribe to our values and ethos.

1.3. ACCESS TO THE EDUCATION CENTRE

- II. **You** are not permitted to access or use the Education Centre premises without permission and/or in the absence of an Education Centre staff member.
- III. **You** may not enter a classroom without explicit permission from an educator.
- IV. **Your** child must be in good health in order to attend the Education Centre. In case of sudden illness (e.g. fever, vomiting, diarrhoea), the child must remain at home until they are fully recovered. **Our** educators have the right to request a child be collected early if symptoms occur while at the Education Centre.

1.4. ADMISSIONS

- I. **Entry to Boundless Education:** **You** agree to fully disclose all relevant information as requested by **us**, including but not limited to citizenship, learning needs, educational history and family circumstances of the child.
- II. **Physical Contact:** **You** give your consent to such physical contact as may accord with good practice and be appropriate and proper for a) teaching and instruction and/or b) the provision of comfort to a child in distress and/or c) to maintain safety and good order and/or d) in connection with the child's health and welfare.
- III. **Disclosures:** **You** must, as soon as possible, disclose to **us** any known medical condition, health problem or allergy affecting **your** child, any history or diagnosis of a child's learning difficulty or that of any member of his/her immediate family, or any family circumstances or court order which may affect the child's welfare, safety or security and/or any precautionary measures required to ensure the same. This information be collected in strict confidence.
- IV. **Use of information:**
 - A. **Confidentiality:** You consent on behalf of yourself and your child that the Education Centre and its staff may obtain, hold, use and communicate confidential information which, in their sole opinion, is material to the safety and welfare of the child and others. The Education Centre reserves the right to monitor the child's e-mail communications and internet usage whilst they are within the Education Centre.
 - B. **Boundless Education's Intellectual Property:** Boundless Education and its content, features and functionality are and will remain **our** exclusive property and that of **our** licensors where appropriate. Boundless Education is protected by copyright and other laws of all countries where our Education Centres are in operation. **You** may not sell, licence, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from Boundless Education without **our** prior written consent.
 - C. **Distribution of information:** Entering into an agreement with **us** means that **you** agree not to copy or distribute content included in Boundless Education's curriculum and approach (including posts on online forums, messages on any channel, curriculum materials, photos, or documentation from in-person trips and experiences) without **our** explicit permission.

- D. **Solicitation:** **You** also agree not to solicit or collect information about any members of the Education Centre, especially for the purposes of: transmitting, or facilitating transmission of, unsolicited or bulk electronic email or communications; promoting commercial activities except as agreed to in writing with **us**; advertising products or services, or engage in political lobbying.
- V. **Events out of control of the Parties**
 - A. **Force Majeure:** An event beyond the reasonable control of the parties to this Agreement is referred to below as a “Force Majeure Event” and shall include such events including but not limited to “Act of God”, fire, flood, storm, war, riot, civil unrest, acts of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility services or transportation.
 - B. **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
 - C. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under the previous clause shall notify the other of the steps to be taken to ensure the performance of this Agreement.
 - D. **Liability:** Save where **we** are found to be grossly negligent or guilty of gross misconduct resulting in personal injury, loss or damage, **we** shall not be held responsible for any personal injury suffered, or damage to or loss of any property belonging to **you** or **your** child whilst on Education Centre premises. **We** cannot be responsible for any personal injury and/or loss or damage suffered by **you** or **your** child outside of the Education Centre premises. This includes any damage caused to vehicles parked outside of the Education Centre premises.

1.5. FIELD TRIPS

- I. Should **you** wish to join **your** child(ren) on a field trip, you need to organise **your** own transport, admission cost and inform and agree this with the Education Centre in advance.
 - A. Some venues will not have food establishments and **you** may need to take food with **you**. Food will be provided for the children by the Education Centre.
 - B. Depending on the location of the field trip, there might be a limit on the number of parents **we** can accommodate. Attendance will be granted on a first-come, first-served basis and Education Centre staff should be notified of **your** intention to attend by email no later than one week in advance of the field trip.
 - C. Transport: **Your** child(ren) will travel to and from the Education Centre, for field trips and other off-site activities and events, via public transport and/or in a private motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
 - D. Please refer to **our** “Field Trip Policy for Families” for more details.
- II. Discovery Experiences and Extra Curricular Activities (“ECAs”):
 - A. Discovery Experiences and ECAs are offered after the normal operating hours of the Education Centre either at the Boundless Education premises or partner premises.

- B. Discovery Experiences and ECAs are offered at an extra cost that varies based on the activity, the location and the time of year. Further details will be provided to **you** as appropriate.
- C. **Your** child will be given the opportunity to try out any ECA during the first week of its operation free of charge. Thereafter, if **your** child decides to enrol on an ECA, and later discontinues their participation, no refund will be made.

2. TUITION & FEES SCHEDULE

2.1. APPLICATION & ADMISSION FEES

All applications must be accompanied by payment of the non-refundable Application Fee. An Application Fee ('Tuition & Fees Schedule' document) is required for each child's enrolment and is not refundable - even if a place is not ultimately provided to **your** child(ren). Once the Application fee has been paid, and the application form is submitted, the application review process commences. The Registration Fee ('Tuition & Fees Schedule' document) is payable once per child and is invoiced on **your** acceptance of an enrolment offer to reserve the place or to be added to **our** waiting list. The Registration Fee is not refundable.

2.2. ENROLLMENT FEES

2.2.1. PAYMENT

When joining one of **our** Education Centres Boundless Education, families commit to a minimum enrollment of nine months (equivalent to three consecutive semesters). Payment for the first semester must be paid at least one calendar month prior to **your** child's start date.

The monthly fee is detailed in **our** 'Tuition & Fees Schedule' document. This includes daily lunch, healthy snacks and field trips.

Payments can be made using Credit Card (via Stripe) directly from the Invoice. As an alternative, upon request to **our** Finance Department, Wires, EFT, ACH and other methods of fund transfer may be deemed acceptable at the sole discretion of **our** Finance department. Late Payments are subject to a late payment charge of 5% of any amount outstanding 15 days after the invoice due date. Should payment not be received within the respective invoice month, this may disqualify **your** financial standing. **We** reserve the right to vacate **your** child(ren) from the Education Centre due to non-payment after three payment reminders.

2.2.2 SIBLING DISCOUNT

For families with more than one child attending the Education Centre, sibling discounts apply as follows:

Oldest child: Full tuition

Families with 2 children enrolled: Second sibling 10% discount

Families with 3+ children enrolled: Second and subsequent siblings 15% discount

2.2.3. WITHDRAWALS

Should **you** wish to withdraw **your** child from the Education Centre **we** will require at least one calendar month's written notice. Tuition fees are not refundable. **Our** budget is set based on enrollment numbers at the start of the semester and we have financial commitments to our staff and facilities. Therefore, requests for prorated tuition charges or refunds as a result of illness, unexpected departures or extended holidays will not typically be granted. Partial refunds may be considered in exceptional circumstances and entirely at **our** discretion.

In the event that a child is required to leave for disciplinary reasons, tuition fees are forfeited.

2.2.4. CHANGES TO PRICING

We will always aim to keep pricing reasonable and consistent for the duration of a semester. In the case where economic and market factors require us to amend **our** tuition fees, we reserve the right to increase pricing at any time. **You** will be provided with at least 60 days' notice of any such increase.