



BOARDING AGREEMENT

BOARDING SCHOOL
Private Upper Secondary School
“Privates Ernst-Kalkuhl-Gymnasium”

Königswinterer Straße 534
53227 Bonn

Boarding House:

Phone: +49(0)228/97090-0, Fax: +49(0)228/97090-99

E-mail: kalkuhl@t-online.de

School:

Phone: +49(0)228/97090-90, Fax: +49(0)228/97090-98

BOARDING AGREEMENT

entered into between

Mr Ernst-Martin Heel (director of studies), acting on behalf of the civil law partnership "Privates Ernst-Kalkuhl-Gymnasium", Königswinterer Straße 534, 53227 Bonn,

– hereinafter referred to as the Boarding School –

and

represented by – hereinafter referred to as the Student – born on

and – hereinafter referred to as the Legal Guardian – born on

– hereinafter referred to as the Legal Guardian – born on

1. Commencement of the contract

1.1 The student is hereby enrolled at the Private Ernst-Kalkuhl-Gymnasium, 53227 Bonn, and its boarding house with effect from _____ .

1.2 The contractual relationship commences on _____ .

1.3 The Agreement is concluded for the period of one school year, starting on 1 August and ending on 31 July of the following year, regardless of the student's actual stay in the boarding house during the school semesters and holidays. The Agreement extends automatically for a further school year, unless terminated pursuant to Section 7 hereunder and in compliance with the relevant notice periods (7.1).

In the case of an enrolment until 30 September of the respectively current school year, the total annual fee will be due; where the student is enrolled at a later point in time, the fee will be charged from the beginning of the first month of enrolment.

2. Services of the boarding school

The boarding school commits to support the student in his/her studies, provide pedagogic supervision and care as well as board and lodging.

3. Obligations of the student

3.1 The student commits to comply with the respectively applicable boarding school rules and the directives and instructions of the school administration and teachers.

3.2 On the day of enrolment (see 1.1 above), the following documents must be submitted to the boarding school:

- a) Birth certificate, certificate of vaccination, proof of health insurance coverage (copies),
- b) Transfer report from the school last attended by the student (copy),
- c) Medical certificate confirming the student's fitness and ability to attend boarding school in accordance with the template provided by the boarding school,
- d) Completed enrolment application for the Ernst-Kalkuhl-Gymnasium.

4. Boarding school fees

4.1 Costs for the student's supervision and care, accommodation and catering (general costs) as well as ancillary costs will incur upon enrolment at the boarding school. The boarding school charges a fee for the general expenses. For the school year, starting on 1 August and ending on 31 July of the following year, the monthly fee for the student amounts to

€ _____

The boarding school fee shall be also due during the period in the school holidays in which the boarding house is closed.

After sitting the final examinations for the acquisition of the university entrance qualification (Abitur) the boarding school fee must be continued to be payed as previously and without reduction until the end of the school year (31 July).

A temporary closing of the school due to force majeure shall not entitle to a reduced boarding school fee.

In the event of changes to the costs of living and/or the average salary in public service, the boarding school has the right to adjust the agreed boarding school fee accordingly. This will be communicated in written form at least two months in advance.

If a student is not able to attend the boarding school for a temporary period due to illness or other grounds, the boarding school fees must be continued to be paid in full for the duration of the student's absence.

4.2 In addition, a one-time enrolment fee to the sum of € _____ will be charged.

4.3 The ancillary costs include the amounts specified by the boarding school for learning materials as well as any expenses becoming necessary for leisure time activities and additional daily needs.

5. Payment terms

5.1 The boarding school fee (see Section 4.1) is payable in advance by bank transfer on a quarterly basis, on 1 August, 1 November, 1 February and 1 May of the relevant school year. Any other payment methods require the special, temporary and written consent of the school.

5.2 The following fees are charged:

- a) The enrolment fee upon conclusion of the Agreement,
- b) The deposit upon conclusion of the Agreement,
- c) The ancillary costs in accordance with Section 4.3, invoiced with retroactive effect in the school holidays; payable immediately after receipt of the invoice.

5.3 Payments can be made to the following accounts:

| | | | |
|---------------------------|--------------------|-----------------------------|--|
| Sparkasse KölnBonn | SORT CODE: BIC: | 370 501 98 COLSDE33 | ACCOUNT: 43590033 IBAN: DE35 3705 0198 0043 5900 33 |
| Volksbank Bonn Rhein-Sieg | SORT CODE: BIC: | 380 601 86 GENODED1BRS | ACCOUNT: 5200201029 IBAN: DE23 3806 0186 5200 2010 29 |
| Postbank Köln | SORT CODE: BIC: | 370 100 50 PBNKDEFF | ACCOUNT: 34196-501 IBAN: DE43 3701 0050 0034 1965 01 |
| Commerzbank | SORT CODE: BIC: | 370 800 40 COBADEFFXXX | ACCOUNT: 208775300 IBAN: DE85 3708 0040 0208 7753 00 |
| Deutsche Bank Bonn | SORT CODE: BIC: | 380 700 24 DEUT DE DB380 | ACCOUNT: 032060600 IBAN: DE42 380 700 240 0320606 00 |

6. Security deposit

Upon conclusion of the Agreement, the student or the legal guardian commits to pay a security deposit to the sum of € _____ to cover payment claims of the Boarding School resulting from this Agreement. The safety deposit will be invested in interest-bearing accounts under standard banking conditions. After termination of the Agreement, the student or legal guardian can reclaim the interest-bearing security deposit, unless the boarding school does not offset the deposit against any still existing payment claims.

If the security deposit is not reclaimed within two months under specification of the relevant bank details for refunding after the student has left the school, the amount will be used for funding "merit-based scholarships".

7. Termination

7.1 A notice period of three months to the end of the each school semester (31 January, 31 July) is agreed.

7.2 The Agreement can only be terminated by registered letter or against confirmation of receipt.

7.3 The notice period in accordance with Section 7.1 shall also apply if the student is not promoted to the next level. Where the requirements for attending the selected school type are no longer met due to the student not being promoted to the next level, the Agreement shall terminate at the end of the relevant school year.

A withdrawal from the school without compliance with the agreed termination period, shall not release the party liable to pay from the obligation to settle the fee in accordance with Section 4.1 as well as the security deposit.

7.4 Other than specified in Sections 7.1 to 7.3, the boarding school is entitled to terminate the Agreement for cause with immediate effect and without compliance with the notice period.

A cause for such extraordinary termination shall exist in particular if

- a) the student and/or legal guardian/s persistently fail/s to observe the provisions hereunder;
- b) the parents/student of age are/is more than six weeks in delay with the payment of the boarding school fee in accordance with Section 4.1 hereunder and in the event that monthly payments have been arranged, where the parents/student of age are/is more than two months in delay with the payment of the boarding school fee;
- c) the student sustainably or grossly violates the regulations of the boarding school or boarding house.

8. Probationary period

The probationary period is three months and commences on the day the student starts at the boarding school. During this period the Boarding School Agreement can be terminated by both parties with a notice period of four weeks to the end of the month.

9. Liability

9.1 The legal guardians shall also be jointly and severally liable if the student is of age for all claims arising from damage the student has culpably caused to items or facilities of the boarding school, the boarding house, third parties or others. The liability also covers the failure to return school property.

9.2 The boarding school is entitled to remedy any damage immediately without notifying the legal guardian/s of the student in advance.

10. Legal consequences

10.1 The student and the legal guardian/s are jointly and severally liable for all obligations resulting from this Agreement even when the student reaches the legal age during the contractual period.

10.2 Students who are of age at the conclusion of the contract, shall also sign the Agreement. With his/her signature, he/she acknowledges all provisions of this Agreement as binding and assumes together with the legal guardian/s joint and several liability for all obligations resulting from this Agreement.

10.3 Students who reach the legal age during the contractual period, are entitled to independently exercise the rights specified in Section 7 hereunder (Termination) after reaching the age of majority.

10.4 The contracting parties are aware that a withdrawal from the boarding house is also involves leaving the school.

53227 Bonn, on _____

Director of studies
Upper Secondary School
Privates Ernst-Kalkuhl-Gymnasium

Parents/Legal Guardian

Student of age