



## ***Application for Enrolment Terms and Conditions***

I/We (the parents/guardians) of the Student agree that on acceptance for admission of the Student, we will abide by the following terms and conditions for enrolment set by Crimson Global Academy USA ("the School").

### **1. PAYMENT OF FEES FOR SERVICES**

- 1.1. We accept responsibility for the payment of the School fees which include software and student service fees and other applicable charges per Appendix 1. We are advised that there may be expenses incurred by the Student over and above the software and student service fees (e.g. examination fees, textbooks costs) during the Student's enrolment and they will be borne by us.
- 1.2. Software and Student Service Fees are invoiced in advance and are due upon a date specified by the School.
- 1.3. Where software and student service fees remain unpaid and no arrangement has been made as to their payment, the School may require us to remove the Student from the School.
- 1.4. Should the Student spend time away from School, full fees will be charged regardless of the reason or duration of time away.
- 1.5. In the event that the software and student service fees and any other charges are not met, the School will require the withdrawal of the Students until all outstanding amounts are recovered.
- 1.6. Tuitions and other fees are represented in multiple currencies in the fees schedule and the currency for payment will be determined by Crimson Global Academy based upon the location of the Student and/or Guardian. These fees are correct at the time of publishing and are annually reviewed by the Board. The currency exchange rates are reviewed quarterly. For a Guardian who has signed a multiple-year programme contract, the fees schedule at the time of signing the contract will be honoured in recognition of the long-term commitment to the CGA programme.

### **2. APPLICATION AND ENROLMENT FEES**



2.1 A non-refundable Application Fee is payable with this application.

Note: payment of the Application Fee does not guarantee a place at the School.

2.2 A non-refundable Annual Services Fee (for Full-Time students) and first installment of the Tuition Fee is payable on the acceptance of the offer of admission to the School to secure a place.

### **3. INDEMNITY**

3.1 In agreeing with these Terms and Conditions, we declare that we are not aware of any conditions which may affect the Student's ability to study or to take full part in school activities.

3.2 If the School subsequently discovers any undisclosed information, it reserves the right to withdraw the offer of a place at the School or terminate the enrolment of the Student at the School.

### **4. NOTICE OF WITHDRAWAL FROM THE SCHOOL**

4.1 If a student wishes to withdraw from the School, the following steps must be taken.

1. Give a full term's notice by contacting **mycga@cga.school**
2. Arrange and attend an exit interview with one of our Academic Representatives
3. Submit a withdrawal form signed by both the student and the parent/legal guardian.
4. Submit a copy of medical certificate, where applicable.

4.2 Fee refund will be handled in accordance with [the Fee Refund Policy](#).

4.3 Giving a notice does not constitute relief from any fees paid and/or payable as per the terms & conditions at the time of enrolment.

### **5. ATTENDANCE**

5.1 The School requires punctual attendance from all students.

5.2 The School must be notified of the absence of any student before the class starts on the day. Lateness or absence must be explained in writing on the day of the Student's return.



5.3 If the Student is away sick for more than three days, a medical certificate **may** be requested.

5.4 Prior approval for leave of the student from the School during term time must be sought in writing from the Principal. It may be granted at the School's discretion. There will be no remission of fees.

5.5 If the Student fails to attend the School regularly or is absent without good reason, the Student may face disciplinary action, which will include termination of enrolment.

5.6 The Student will be visible to other students and the teacher while participating in a live class.

## **6. STANDARD OF CONDUCT**

6.1 The Student is subject to the rules and disciplines of the School.

6.2 The Student must sign and observe the [Code of Conduct Agreement](#).

6.3 The School reserves the right to stand down, suspend, request the withdrawal of or expel the student from the School for any act or omission that is in breach of the rules of the School, or for any act or omission which, in the opinion of the School, justifies such action.

## **7. DISCLAIMER OF LIABILITY**

7.1 The School accepts no responsibility for any injury suffered by the Student under any circumstance whatsoever.

7.2 To the fullest extent permitted by state and federal law, the School accepts no responsibility for loss or damage to personal property of the Student or any other person out of or attributable to any breach by the School of its obligations under this agreement, or negligence on the part of the School.

7.3 Examination entry

7.3.1 While the School endeavours to help students find test centres for the qualifications the Student is studying towards in their state or country of residence, the School makes no guarantee, expressed or implied, about the availability of a place or examinations offered in those third-party test centres.

7.3.2 The School does not guarantee accuracy or completeness of the information provided by third-party centres. The Student should check availability of their



intended examinations with the test centres as soon as possible as not all the test centres will offer all the examinations.

7.3.4 We, as a Parent/Guardian, accept that the responsibility to make necessary arrangements with third-party centres rests with the Student.

7.3.5 The School shall not be responsible for, and disclaims, any liability for the inaccessibility of third party test centres, or unavailability of the examinations at such centres.

7.4 No verbal assurances or anything outside of this contract is admissible.

7.5 We, as a Parent/Guardian, accept the responsibility to check that the subjects studied with the School meets the Students University or future career requirements rest with the Student.

## **8. USE OF AND UPDATING OF INFORMATION**

8.1 Any change in the information contained in the application form should be notified to the School as soon as reasonably practicable.

8.2 We acknowledge that the purpose of the collection of this information is to provide for the education and general enhancement of the Student.

8.3 We agree that this information may be released to parties outside the School at the discretion of the School where it relates to the education, health, welfare or safety of the Student or management of the School.

## **9. FEE REFUND POLICY**

9.1 Fees that are due for immediate payment on the first invoice are to be paid prior to the commencement of enrolment at the School. Payment of fees is acceptance of adherence to the School rules and regulations. Nothing in this Policy limits any rights that the Parent/Guardian may have under the federal and state laws.

9.2 Refund of fees associated with withdrawal and termination will be dealt with per Appendix 2.

9.3 In order to be considered for any refund, we as the Parent/Guardian of the Student must apply in writing to the Board, setting out the special circumstances of the claim and must include suitable proof of evidence to support the claim. Medical



evidence (with certified English translation if the original is not in English) may be required in requesting a refund.

9.4 If the Student wishes to withdraw from a subject or programme, including multiple-year programmes, no refund will be made except on compassionate grounds where the Student's ability to study has been affected by events beyond their control including, but not limited to, serious illness of themselves or the death of an immediate family member.

9.4.1 Where a Student withdraws from a subject or programme at the School and is eligible to receive a refund, the School may refund to the Guardian/Parent in respect of the subject or programme, all the School fees and charges minus:

- 1) non-refundable fees;
- 2) the School's estimate of the cost of instruction for that student until the time of refund;
- 3) agent commission where the School has paid commission fees to an agent; and
- 4) any accrued expenses
- 5) any outstanding payments to the School.

9.5 There is a refund for the following situations:

9.5.1 The School ceases to be an education provider.

In these situations, the School will arrange one-to-one tuition of the equivalent monetary value through Crimson Education or one of its subsidiaries. In the event that this is not possible, the School will deal with fees paid for services not delivered or the unused portion of fees paid by refunding the amount in question to the Guardian/Parent.

9.6 In accordance with Section 2-18.002 of the Florida Administrative Code:

9.6.1 Consumer's Right Of Cancellation

- 1) You may cancel this contract without any penalty or obligation within 3 business days from the date disclosed in the application form, and receive a full refund of all payments made to the seller.
- 2) You may also cancel this contract if upon a doctor's order you cannot physically receive the services, or you may cancel the contract if the



services cease to be offered as stated in the contract. If you cancel the contract for either of these reasons, the seller, Crimson Global Academy, may keep only a portion of the contract price equal to a pro rata portion of the total price representing the proportion of services you used or completed, plus the cost to the seller of any related goods which you have consumed or retained.

- 3) Nothing required in this disclosure shall prohibit the use of a notice, in lieu of the above notice, which advises the consumer of a broader right of cancellation.

## 10. Special Education Needs

10.1 During enrolment, all Special Education Needs ("SEN")\* must be declared in writing on the Medical Form supported by a recent SEN Assessment, from a registered doctor or psychiatrist. Failure to do so will prevent the School from providing any SEN Examination Access Arrangements, such as extra time, necessary for your child to sit examinations.

\* Special Education Needs means learning difficulties or disabilities that make it harder for children to learn than most children of the same age. Children with SEN are likely to need extra or different help from that given to other children their age.

10.2 The School cannot provide 'Readers' for SEN students during examinations, as students are located in different households all around the world. Pearson regulations stipulate that a Reader **cannot be** a parent, sibling, tutor or friend.

If you are a SEN student and require a Reader, two options are available to you:

10.2.1 **Hire a trained Reader** who knows the Pearson regulations regarding what a Reader can and cannot do, **AND gain approval from CGA** for this Reader at least 3 weeks prior to any examination,

or

10.2.2 Use **Text-to-Speech** technology as explained [here](#)

If you require a Reader and neither of these two solutions will work for you, it will not be possible for you to sit any internal CGA examinations or external Pearson (IG and A-Level) examinations.

## 11. Additional Support

Where the School deems it necessary for the Student to receive additional support,



the School discusses it with us. We accept that we will be responsible for funding, such as hours requiring expertise in Special Education Needs (SEN), mental health counseling, career and university counselling above and beyond the standard CGA programme. Families will be provided with an invoice for services.

## **12. Privacy Protection**

The information relating to the education and well-being of the Student may be released to relevant people outside the School, at the discretion of the School. Information may also be retained to enable the School to contact the School's alumni. We have the right of access to and correction of the personal information collected by the School.

## **13. Dispute Resolution**

13.1 No party may commence court proceedings relating to any dispute (being a dispute or disagreement between any parties that arises out of or relates to these terms and conditions or the Student's enrolment at the School) without first attempting to resolve the dispute in accordance with this clause 13.

13.2 Any party claiming that a dispute has arisen shall give written notice of the dispute to the other party within ten business days of that dispute arising.

13.3 If the parties cannot resolve their dispute within ten business days of the written notice, any party to the dispute may, by further written notice to the other party, require that the dispute be dealt with by mediation under the following terms:

- (a) The mediation shall be conducted in accordance with the Mediation Procedures of AAA Mediation.org (a division of the American Arbitration Association) then in force.
- (b) The mediation shall be conducted by a mediator and at a fee agreed in writing by the parties.
- (c) The mediation shall take place via telephone conference, video conference or any similar means of electronic, audio, or audio-visual communication.
- (d) The costs of the mediation, excluding the parties own legal and preparation costs, will be shared equally by the parties.

13.4 After the mediation process has completed and the dispute has still not been fully and finally settled by the parties, any party which has complied with the provisions of this clause 13 may then commence court proceedings relating to the dispute.

Note 1: Nothing in this document limits any rights that the Student may have under the federal and state laws.

Note 2: Terms and Conditions are subject to review.



## **Crimson Global Academy Privacy Statement**

The School manages all personal information it collects from students in accordance with the federal and state legal provisions.

The information on the application for enrolment is collected and used by the School to provide education for your child, and it is also used for associated School activities. It is available to all staff of the School, members of the Board of Governors and to employees of the parent company that the School deems it appropriate or necessary to share such information with. Please advise the School if you have any concerns about disclosure of any of the information within the School.

The School is sometimes obliged by law to give information to government departments but it will not otherwise be disclosed without your authorisation.

You have the right to request access and to request correction of information held about you by the School. We would be grateful if you could contact the School office if any details need to be changed, especially contact details.

The School video-records all the online sessions (e.g. live class sessions and personal instructions) and some of the activities, and from time to time takes photographs of students to record activities within the School for the students' learning journals, for the School newsletter, for the School website/SNS and for the School's promotional and commercial activities. It is the School's policy that any photos for publication are either positive depictions of the children/young people or the photographs are taken in such a way to avoid identification. Please advise the School if you have any concerns about the publication of your child's photos.

### **Collection and use of Personal Information**

The School collects the information on this application form for the following purposes:

1. enrol your child at the School;
2. assess the educational needs of your child;

### **Access and Storage**

Only authorised staff will have access to your child's information, and your child's information may only be accessed for appropriate purposes. Your child's information is securely stored in the School's Student Management System. This information is stored securely and appropriately. You can ask to see the information the School holds on your child, and request corrections to the information, at any time, by contacting the School.

### **Disclosure of Personal Information**

The School will not disclose or share personal information collected on this application form





to third parties unless it is authorised or required to do so under law. The School may disclose personal information, without your consent, to the following parties or under the following conditions:

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Officials associated with financial aid for which your child has applied or received
- Accrediting organisations;
- Appropriate officials in connection with a health and safety emergency;
- state and local authorities, within a juvenile justice system, pursuant to specific state law; and
- To comply with a judicial order or lawfully issued subpoena

## **Appendix 1**

### **Software, Services and Intellectual Property**

---

1 CGA's Software and Services provided in this agreement.

The fees paid under this contract cover access to the following software and student support services, listed below:

For the entire duration of a student's programme with CGA, they will have access to:

- Asynchronous learning materials to enhance learning outside of the classroom, including: recordings of live classes, texts, assessments, animations, programme syllabi;
- Counsellors, digital guides and scheduled workshops to support students with planning future subjects to attain college / university entry requirements and be best prepared for future pathways;
- Scheduled, virtual classes with experienced teachers during the school academic calendar;
- The proprietary Crimson Classroom software platform to enable students to interact with teachers and learning materials;
- The Proprietary academic diagnostic assessment platform
- Extracurricular and leadership activities
- Well-being and pastoral support through timetabled form-class (optional) to ensure Students and Guardians are emotionally and socially supported;
- Licenses to third party software, including:



- Google Suite for email, calendar, cloud storage, document creation and collaboration;
- Microsoft Office365 for cloud storage, document creation and collaboration;
- Canvas Learning Management System for organising dissemination of course materials, tracking of grades and performance;
- AssessPrep for online assessment proctoring and test taking;
- Kami for digital collaboration on documents;
- Zoom for virtual conferencing and meetings;
- Slack for virtual meetings, collaboration, and communication;
- MidYIS, Yellis, and Alis for adaptive, digital, baseline academic assessments to predict performance in International GCSEs and A Levels. Assessments are conducted on an as required basis determined by CGA.
- Crimson Education’s online Learning Management System (“Crimson App”), which includes:
  - Proprietary college / university selection algorithms to help students optimise their portfolio of college applications and maximise the quality of the college / university they are accepted into while minimising the risk of negative outcomes;
  - Custom-built task management technology intended to help students chart a roadmap for future success and ensure they are delivering on key success items as they move closer towards college and university applications.
- Videos from current US, UK, Australian and other students and mentors detailing life at the world’s most prestigious universities, as well as an international Q&A forum to help students interact with peers around the globe going through high-school and/or the college / university application process (“Crimson Hub”).
- Crimson Education’s database of extracurricular activities run by both students and mentors worldwide (“Crimson ECL”).
- Internal communication platform for Crimson students to view live and pre-recorded videos on career, academics and admissions topics, and to socialise with other Crimson students from around the world in the digital world (“Crimson Community”).
- Proprietary platform to view recorded videos from leading entrepreneurs, investors and business leaders to inspire, educate and inform career decisions of Crimson students (“Unfiltered”).

## Appendix 2



## Fees Policy — Withdrawal and Termination

---

### 2 Definitions

**Board** means the Board of Governors, who are appointed to oversee the School's operations.

**Code of Practice** means The Education (Pastoral Care of International Students) Code of Practice 2016 (including Amendments 2019).

**Programme** means a course of educational instruction in any subject or curricula offered by the School.

**Software and Student Service Fees** means the fees payable, as stated on the Offer of Place and indicated on an invoice, for the Student's software and services fees at the School, less any scholarship amount.

**Non-Refundable Fees** include the application fee, enrolment fee, capital levy, software license fee, content license fee, ICT equipment fee, live-class fees and, where applicable, any agency's commission, and cannot be refunded in any circumstances.

**Programme Start Date** means the date of orientation period for the class cohort that the Student is enrolled in, whether or not the Student attends orientation.

**Refund** means the full or partial repayment of Fees.

**Refund Request** means an email addressed to the Board which provides the circumstances and sufficient proof for the Board to consider a Refund.

**School** means Crimson Global Academy.

**Termination** occurs when the School initiates the unenrolment.

**Trusted Service Provider** means Crimson Education or any of its subsidiaries.

**Withdrawal** occurs when the Student or their Parent and/or Guardian initiates the unenrolment.

### 3 Justified (involuntary) withdrawal

*When the withdrawal is initiated by the Student (or their Parent and/or Guardian) for a reason beyond their control, a Refund Request can be made.*



- 3.1 A Refund of the unused portion of the Fees may be made, and/or the Fees will no longer be payable, when:
- a There is a death of the Student, Parent and/or Guardian, or a dependent family member; or
  - b The Student's ability to study has been affected by serious illness of themselves or an immediate family member; or
  - c The Board determines that sufficient compassionate grounds for a Refund exist.

Example 1

Student 1 has completed their enrolment and paid their Fees for the year in full. During Term 2, the Student is hospitalised and can no longer continue their studies at the School within a reasonable time period or alternative studies cannot be arranged by CGA with a Trust Service Provider. Upon consideration of the Refund Request, a partial Refund of the Fees for the remainder of the programme is made.

4 Unjustified (voluntary) withdrawal

*When the withdrawal is initiated by the Student (or their Parent and/or Guardian) for a reason other than that described above, any Refund Request will be dealt with as follows.*

- 4.1 Where the Student completely withdraws from the School within 14 calendar days after the Programme Start Date, or prior to the Programme Start Date:

a	Where 100% of the software and student service fees have been paid for that programme; then	A refund of 75% of the programme software and student service fees will be made.
b	Where more than 25% but less than 100% of the software and student service fees have been paid for the programme; then	A refund will be made so that 25% of the software and student service fees for the programme are retained by the School.
c	Where 25% of the software and student service fees have been paid for programme; then	No refund will be made.
d	Where less than 25% of the software and student service fees have been paid the programmer; then	A payment to the School must be made so that 25% of the software and student service fees have been paid for the programme.

Example 1



Student 2 has completed their enrolment and paid 10% of the Fees for the year. But, 10 calendar days after the start of orientation, they change their mind and no longer wish to attend the School. The Guardian must pay a further 15% of the Fees so that 25% of the Fees are paid.

4.2 Where the Student completely withdraws from the School 14 calendar days after the Programme Start Date, no Refund will be made, and the Fees will remain payable as they fall due, except as in cases defined in Appendix 2 - 3.1.

Example 2

Student 4 has completed their enrolment and paid 75% of their Fees for the programme. During Term 2, the Student decides they no longer wish to attend the School. The Guardian must pay the remaining 25% of Fees for the programme.

4.3 Where the Student withdraws from one or more subjects but remains enrolled at the School to complete one or more subjects, no refund will be made, and the Fees will remain payable as they fall due, but the Student may:

- a Join another subject of equivalent value and pay the difference in Fees; or
- b Transfer of value to CGA's partner service providers of equivalent value and pay the difference in Fees
- c Defer their enrolment to a later date.

Example 3

Student 5 is enrolled part-time to complete A-Level English and has paid 100% of their Fees. During Term 2, the Student decides they do not wish to continue their A-Level study and withdraws from their English subject. The Student may now commence a different programme with the School (or with Crimson Education) after paying the difference in Fees as determined by the Board.

## 5 Expulsion

*When the Student is expelled from the School and their enrolment is terminated.*

5.1 No Refund will be made, and the Fees will remain payable as they fall due, where the Student is required to leave the School because of:

- a Misbehaviour.
- b Poor attendance.
- c Poor academic performance.
- d Violation of the School's rules.



- e Criminal behaviour.
- f Misleading or false information provided as part of the admission and enrolment process.

## 6 No-fault termination

*When the School, for a reason outside its control, terminates the Student's enrolment.*

- 6.1 A Refund of the unused portion of the Fees may be made and/or the Fees will no longer be payable if all the below conditions are unable to be met:
  - a If the School ceases to provide a Programme, whether it stops of its own accord or as required by an education quality assurance agency.
  - b In the case of international Students, the School ceases to be a signatory or education provider under the Code of Practice.
  - c If the School cannot arrange alternative tuition from a Trusted Service Partner