



TERMS & 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) (hereinafter referred to as "Parent") whose signature(s) appears below. In consideration of the re-enrollment of the student named below (the "Student") for the course duration detailed below and for subsequent years, unless and until the Student graduates or withdraws from the School, or is dismissed by the School, but in no event for longer than a period of 4 (four) years, the Parent(s) understand and agree to all of the following terms and conditions.

This Contract is contingent upon the Student's successful completion of each academic year (whether at the School or elsewhere) in good academic, disciplinary, and financial standing, as determined by the School, in its sole discretion. Continued enrollment after the initial course will be similarly conditional based on the preceding academic year. This Contract is not a guarantee of future enrollment.

2. DEPOSITS & FEES

Parent agrees to pay a one-time deposit, non-refundable registration fee, and the remaining fees, as detailed in the Fee Schedule. The Parent understands that the cost of incidentals will be billed separately. To secure enrollment, the payment of the deposit and registration fee should be made to CATS Academy Boston (see offer letter for details) on the signature of this Contract, but in any case, at least 4 weeks before the start of the course. The deposit is generally refundable at the end of the Student's studies at CATS Academy Boston, unless the Student is expelled. The remaining payment as outlined in the Fee Schedule should be paid to CATS Academy Boston no later than 2 weeks before the start of the course (henceforth the "Due Date"). See the offer letter for payment instructions. Accounts not paid in full by the Due Date will be subject to late charges as described more fully in Paragraph 19 of this contract.

3. RULES & 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 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.



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4. CANCELLATION FEES AND FEES IN LIEU OF NOTICE

From 12 weeks before the start of the first academic year, the School shall retain the deposit as consideration for accepting the Student, **AND** the Parent agrees that after the Due Date no reduction of the obligation to pay the first year's tuition and fees can be otherwise made as a result of the Student's absence(s), voluntary or involuntary withdrawal, or other change in enrollment status of the Student. If Parent does not wish the Student to continue their studies into a subsequent academic year, notice must be given to the Head of School in writing at least twelve (12) weeks before the start of the next academic year, or the School shall retain the deposit as consideration for holding a place for the Student, **AND** the Parent agrees that after the Due Date no reduction of the obligation to pay the subsequent year's tuition and fees can be otherwise made as a result of the Student's absence(s), voluntary or involuntary withdrawal, or other change in enrollment status of the Student. If the School withdraws a student's place less than 12 weeks before the start of the academic year, the Parent will be entitled to a full refund of the deposit and any tuition and fees paid for the subsequent academic year. For visa requiring students, in the event of a visa refusal through no fault of the Student, in normal circumstances CATS Academy Boston will refund all fees paid less the non-refundable registration fee. Full written details including evidence of visa refusal will be required. The Student will not be allowed to continue to attend classes unless his or her tuition is paid by the Due Date. Places will not be held into subsequent academic years for students whose accounts are in arrears. The deposit cannot be offset against the fees owed; instead it will be refunded to the Parent after the Student's whole period of study at the School is completed and all fees have been settled in full. Similarly, the School requires the Student and/or Parent to inform the School of any accommodation changes at least twelve (12) weeks prior to the start of the next semester. Fees owed to the School by the Parent may increase accordingly based on the accommodation change requested. The School will not issue any refunds based on an accommodation change if the Parent does not notify the School of the change with greater than twelve (12) weeks' notice.

5. SUSPENSION OR TERMINATION

The School has the right to suspend or terminate the attendance of any Student whose progress or conduct, in the sole judgment of the Head of School, is unsatisfactory. The Parent agrees that any conduct by 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 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 suspension or expulsion. The Student's voluntary or involuntary absence from the School, for any reason, including expulsion, and the School's decision not to re-enroll the Student, will not affect the Parent's financial liability for the academic year's fees.

6. EXPECTATIONS

A positive and constructive working relationship between CATS Academy and the Parent is essential to the fulfillment of CATS Academy's educational purpose. The School requires parents including those who are separated or divorced, to cooperate in the Student's best interests with



respect to the Student's education, including avoiding being disruptive to the Student's education. Separated or divorced parents 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. Thus, CATS Academy reserves the right to suspend or terminate the attendance or refuse to extend the privilege of re-enrollment to Student if CATS Academy concludes that the actions of the Parent or any family member or family employee make such a positive and constructive relationship impossible or otherwise seriously interfere with CATS Academy's accomplishment of its educational purpose. A Student's suspension or expulsion under this paragraph or the School's decision not to re-enroll the Student will not affect the Parent's financial liability for the academic year's fees.

7. GRADE PLACEMENT AND COURSES OF STUDY

Grade level and classroom placement are determined at the discretion of CATS Academy. All students are assessed on arrival for academic and English language level and transcripts are reviewed to ensure that there is a complete, documented academic history. If it is the view of the Academy that a higher or lower grade would provide the best academic opportunity, or transcripts shows that there is a gap or undocumented portion of any previous levels, the Student will be counseled and re-enrolled accordingly. The Academy reserves the right to enroll students into the grade or semester that is suited for the Student and also ensures a complete academic record required for graduation.

8. MEDICAL RECORDS AND INSURANCE

CATS Academy and State regulations require all Students to have specific records (including immunization, physical, and health) on file before attending the first day of classes for each academic year. The required forms will be included in your offer pack and must be completed and returned prior to start of the first semester. No student will be permitted to attend classes until these forms are submitted.

All international students are required to purchase health insurance and accident insurance via ISO, details of which will be provided with the pre-arrival welcome pack. US citizens must obtain insurance independently; proof of which will be required.

9. ACCOMMODATION

The Student is expected to live in CATS Academy dormitory accommodation, unless living at home with a Parent within reasonable travelling distance of CATS Academy. While the School will use its reasonable endeavors to provide the Student with the dormitory accommodation type requested, the Student's preference is not guaranteed and may be changed. Accommodation is reserved at the time of payment of the deposit and will only be held for a reasonable time. Should the Student arrive beyond their expected arrival date without prior approval of the Head of School, CATS Academy reserves the right to reallocate their accommodation. If the Student will be in a dormitory, the Parent is responsible for the Student's travel expenses at the beginning and end of the school year. The Student must arrive by the published orientation date and, unless otherwise permitted,



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the Student may not arrive earlier. If the Student requires an airport pick-up, the School must be notified at least 4 days in advance and the published fees will apply for all transportation expenses. If the Student requires an airport pick-up from unusual locations or after the listed dates, additional expenses may be incurred. These expenses are the sole responsibility of the Parent.

10. PHYSICAL ACTIVITY, SPORTS AND FIELD TRIPS

Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. CATS Academy has and utilizes facilities for activities, including but not limited to, hockey, baseball, tennis, lacrosse, running, aerobic activities, aquatics and sporting activities (the 'Sports Program'). The specific risks vary from one activity to another, but the risks range from: a) minor injuries, such as scratches, bruises, and sprains; b) major injuries, such as eye injury, loss of sight, joint/back injuries, heart attacks, concussions, broken bones; and, c) catastrophic injuries, including paralysis and death. Class field trips and extracurricular activities are an important part of the CATS Academy curriculum ('Field Trips').

By signing this contract the Parent acknowledges that the Parent has read the previous paragraphs and that the Parent recognizes, understands, appreciates, and assumes the risks and dangers associated with any and all losses and damages arising out of the Student's participation in the Sports Program and/or Field Trips. The Parent hereby asserts that the Student's participation is voluntary and that the Parent knowingly assumes all such risks on behalf of the Student.

The Parent also agrees to indemnify Releasees from any and all claims, actions, suits, cause of actions, including, but not limited to, claims of negligence of the part of Releasees, and procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of the Student's participation in the Sports Program and/or Field Trips, including, but not limited to, injury of any person caused by the Student or for damages to or destruction of any property caused by the Student.

11. LOSS OR DAMAGE TO PROPERTY

CATS Academy is not responsible for damage to or loss of personal property of the Student that occurs on campus or at school events, and Parents agree to indemnify CATS Academy for damage caused by the Student. Parents are advised to take out insurance to cover any loss or damage to the personal property of the student. Fees or fines may be charged in the event that any damage is caused to CATS Academy facilities or the dormitory.

12. VACATIONS

The Parent must find alternative arrangements for the Student during scheduled vacations. Travel plans must be approved by the Director of the Dorm and be aligned with the vacation permission policy of CATS Academy. CATS Academy is not responsible for the Student's welfare during scheduled vacations when the Student is travelling away from the School dormitory.



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13. PUBLICITY, MEDIA, RECORDING AND IMAGES

13. The Parent authorizes the School to photograph, videotape, or film the Parent or the Student while on School premises or at School activities and use 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"), in written or electronic format, in CATS Academy publications, websites, marketing and promotional materials, press release, 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 releases and holds the School harmless from any and all liability, responsibility, or claim that may arise by reason of exercise of the authority granted above.

14. STUDENT RECORDS

By signing this contract, the Parent agrees that the School may release the Student's records and information upon request by an educational institution or law enforcement agency and holds the School harmless for the release of the information. If the Parent is using an academic agent in the course of placing the Student at CATS Academy, the Parent agrees that School reports, invoices, statements and other documentation referring to the Student's study and finances at CATS Academy can be sent to the agency as well as to the Parent by the School. If the Parent does not want this information to be provided to the agency, or wishes to change the agency, the Parent will inform CATS Academy in writing. The Parent also releases and holds the School harmless from any liability stemming from the use, disclosure, or release of the Student's records or information by the requesting educational institution, academic agency or law enforcement agency.

15. 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 and Releasees, as defined in Paragraph 9 above, 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.



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16. LEGAL GUARDIANS AND AUTHORIZED CAREGIVERS

16. 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 dismissal.

17. 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 class size, student-to-teacher ratios, School accreditation, teacher qualification, specialization and length of service, etc.) 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.

18. INCIDENTAL GOODS OR SERVICES

The Parent assumes 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 dormitory access cards/keys or incidental damages. No portion of such tuition and fees, either paid or due, will be refunded or cancelled, regardless of absence, separation, withdrawal or dismissal of the Student from the School, unless indicated otherwise in this Contract.

19. PAYMENT OF TUITION AND FEES

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,



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including but not limited to, the School's refusal to hold a place for subsequent academic years for the Student. A late charge of 1.5% per month will be charged on all balances overdue from the prior month.

20. ENFORCEMENT AND/OR COLLECTION

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).

21. 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 (subject to reaffirmation and revision in subsequent years by the "Update"), and supersedes any prior and/or other oral or written negotiations, representations, or agreements. This Contract may not be subsequently amended or modified except by a written agreement signed by all parties.