

# School Contract Form



Deutsche Schule Nairobi  
German School Nairobi

(hereinafter referred to as "DSN" or "School")  
represented by the Board of the "German School Society,"  
which is represented by the school administration.

## Contracting partners:

Between the DSN and the school student:

- on the one side -

Name	
Date of birth	
Address	
Start of school attendance	
Class	

## Represented by:

Mr / Ms (Legal guardian 1)

Name	
Date of birth	
Address	
Email address	
Telephone number	

and

Mr / Ms (Legal guardian 2)

Name	
Date of birth	
Address	
Email address	
Telephone number	

as well as the aforementioned legal guardians themselves

- on the other side -

the following school contract is concluded:

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## 1. Preamble

- 1.1 The DSN is an international school in Nairobi, Kenya. It offers an all-day educational programme and provides lunch from Monday to Thursday. Students may participate in extra-curricular activities after school.
- 1.2 The school curriculum is based on the requirements of the Conference of Ministers of Education and Cultural Affairs and the DSN regulations, which are an integral part of this contract.
- 1.3 The following shall also form an integral part of this contract:
  - Constitution of the German School Society;
  - School Regulations; (Schulordnung)

## 2. Legal guardians

- 2.1 A legal guardian is an individual with legal authority to care for another, e.g. a parent and child. The DSN's legal guardian can receive information on a student's academic performance and conduct during mandatory development meetings and upon request.
- 2.2 It is the legal guardian's responsibility to encourage the student to fulfil their obligations. In order to facilitate this:
  - to respect the educational and development goals of the school and to contribute to their realisation to the best of their ability;
  - to maintain contact with the school management and teaching staff, in particular to comply with their requests for discussions about the performance or behaviour of student;
  - to inform the school immediately of any change in the status of their legal guardianship.
- 2.3 The legal guardian agrees to cooperate to the best of his/her ability in parents' associations (e.g. parents' council, school association, etc.).

## 3. School fees

- 3.1 The DSN is responsible for outlining the financial obligations of a student's legal guardians, based on the prevailing school fee schedule. The exact school fees will be communicated to the legal guardian at the start of the academic year.
- 3.2 The DSN may reduce fees for parents or guardians. Fee reductions must be applied for before the academic year starts. If fees are reduced, authorisation lasts up to one year.

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## 3. School fees

- 3.2 The fee reduction is based on the income of the legal guardian. A committee comprising representatives of parents/guardians, the DNS board, and the head of administration decides whether to grant a reduction. The committee can refuse to grant a reduction at its discretion. Deadlines for requesting fee reduction must be observed.
- 3.3 All fees must be paid at the start of the academic year. Invoices will be issued on the first day of August, with the due date according to the Debt Policy (thirty days). Exceptions require agreement. The amount charged by DNS covers the academic year, from August 1st to July 31st. A legal guardian may be excused from paying fees for a period of at least six months, provided a written exemption is requested and obtained.
- 3.4 A legal guardian is obliged to pay fees from the first day of the academic year, which is 1 August. In the event that the guardianship commences during the academic year, the payment obligation begins on the first day of the month in which the child's attendance at school begins or on the day of the child's first attendance at school.
- 3.5 The school fees must be settled in the full without any deduction or set off by expiry of the termination period (see 5.2) or in accordance with the Debt policy.
- 3.6 Fees for bus transportation are in the school fee structure on the registration page.
- 3.7 The procedure for late payments is set down in the Debt policy (see 1.3).
- 3.8 A €1,000 deposit is required prior to studies. It will be refunded following verification of all areas/departments, return of school equipment, gate passes, and settlement of outstanding fees.
- 3.9 If a paid deposit is not or cannot be reclaimed after 12 months, the outstanding balance will be allocated to the school association as a charitable donation.

## 4. Membership in the school society

- 4.1 The DSN is registered in Kenya as the "German School Society". Its objectives and aims are detailed in section 1.3 of the Constitution. Legal guardians must be members of the Society, which has an annual membership fee set at the General Meeting of members of the society.

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## 5. Contractual term

- 5.1 The contract shall be in effect from August 1st until July 31st, or from the date the child begins school attendance until July 31st of the subsequent calendar year. It shall be extended automatically by a further year unless terminated in accordance with the relevant period hereunder.
- 5.2 A party wishing to terminate the contract must issue written notice at least six weeks before the desired termination date.
- 5.3 The contract shall end without requiring termination once the school student completes class 12.
- 5.4 The DSN may terminate the contract without cause and without observing a six-week notice period in particular if:
- a trusting cooperation between DSN and the Legal guardians of a child is demonstrably no longer ensured;
  - the regulations and the peace at DSN are violated to such degree that maintaining the contract is no longer reasonable;
  - the school fees are in arrears in accordance with the Payment and Invoicing of School Fees Policy (Debt Policy);
  - the deposit and registration fee have not been paid within the first four weeks following conclusion of the contract.
- 5.5 In the event of a severe reason (e.g. a significant breach of the school regulations, such as the consumption, sale and possession of drugs), extraordinary / immediate termination may be declared. The student shall immediately be excluded from class and the notice period of six weeks need not be observed.

## 6. Liability

- 6.6 The DSN shall not be liable for the damage or loss of objects of any kind, which is caused by a student or third parties.

## 7. Accident insurance

- 7.1 DSN students are insured against accidents on their journey to and from school, during class and during school events. This does not apply to accidents that occur on the school premises outside class time or outside school events. Accidents must be reported to the secretarial office and School Nurse immediately.

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## 8. Data protection

- 8.1 DSN holds information about parents/legal guardians and students such as registration and progress records, exam results, school activity records, parent contact details and financial information and details of medical conditions. This information is kept electronically on the School's Management Information System or manually in indexed filing systems.
- 8.2 DSN has a Privacy Policy explaining how the School will use the personal data of parents and students. It is on the School website, on the registration page. Parents and legal guardians must read these privacy notices before signing the acceptance form and this contract.
- 8.3 The School may take photos or videos of students for publicity or social media. You must sign a consent form if you want your child to be included. You may withdraw your consent at any time.
- 8.4 In case of any queries on how the School uses data or for a request on your Data Subject Access Request, please contact the School's Data Protection Officer at [dpo@germanschool.co.ke](mailto:dpo@germanschool.co.ke)

## 9. Severability clause and ancillary agreements

- 9.1 Verbal amendments to this contract are not permitted. Amendments or supplements to this contract shall require the consensus of the parties and shall be in written form in order for the amendment to take effect.
- 9.2 In the event that individual provisions of this contract are deemed invalid or unenforceable, this shall not affect the overall validity of the contract. In such an instance, the ineffective or unenforceable provision shall be replaced by an effective and enforceable provision that achieves a result as close as possible to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. The aforementioned provisions shall also apply in the event that omissions are identified in the contract.
- 9.3 No failure or delay to exercise any power, right or remedy shall operate as a waiver of that right, power or remedy and no single or partial exercise of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
- 9.4 The rights or remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 9.5 The construction, validity and performance of this agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereby agree to submit to the jurisdiction of the Kenyan courts.

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## Final provisions

The Legal guardians have read all listed contractual conditions in full and agree by providing their signature below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Legal Guardian 1

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Signature of Legal Guardian 2