
Application for Enrollment Terms and Conditions

Introduction

We are thrilled to welcome your child as a valued member of our educational community at Crimson Global Academy (“**CGA**”). In our commitment to delivering the highest standard of education, we have outlined a set of terms and conditions in this document (the “**T&Cs**”) which, together with CGA’s policies (“**Policies**”), constitute the agreement between you and CGA (the “**Agreement**”) regarding your child’s attendance at CGA. You can access CGA’s Policies [here](#). In case of any conflict between these T&Cs and the Policies, the T&Cs will prevail. We urge you to carefully review both the T&Cs (including the T&Cs relating to refunds as set out at clause 4) and the Policies before confirming your child’s enrollment, ensuring that both you and your child are content with the arrangements.

You can indicate your acceptance of this Agreement electronically by ticking the “accept” box and electronically signing as part of the online enrollment process.

Parties

This Agreement is made between CGA and the parent and/or guardian (“**you**”) of the child named on the enrollment form who will take up place at CGA (the “**Student**”). “**CGA**” means Crimson Global Academy USA LLC, unless the enrollment is in respect to a NZ Student (as defined below), in which case “**CGA**” will mean Crimson Global Academy Limited. You and CGA will each be referred to as a “**Party**”, or collectively as “the **Parties**”.

Definitions

“**Application Fee**” means the non-refundable administrative fee to cover the costs associated with processing the application.

“**Enrollment Form**” means the electronic form hosted on the PowerSchool platform, as amended from time to time.

“**Fees**” means the fees payable to CGA for the Services as communicated to you in writing before entering into the Agreement, plus any Non-Refundable Fees.

“Non-NZ Student” means any Student who is not an NZ Student.

“Non-refundable Fees” means both the Application Fee and any non-refundable 10% deposit paid to secure the Student’s enrollment position at CGA.

“NZ Student” means any Student who is under the age of 16, ordinarily resides in New Zealand and is enrolled with Crimson Global Academy Limited as a full-time student.

“Student” means the child named on the Enrollment Form.

“Term” means an academic term as set out in the CGA campus timetable.

1. Services

- 1.1. The Parties agree that CGA will provide the services detailed in the Enrollment Form and Appendix 1 (“the **Services**”) in accordance with these T&Cs.
- 1.2. CGA will ensure the Services are delivered with diligence and care, in a professional manner and in accordance with applicable laws. CGA reserves the right to change the Services, or the way in which the Services are delivered, including by rescheduling classes or assigning different teaching staff.
- 1.3. CGA cannot ensure that a Student will attain their desired examination outcomes or that these results will guarantee admission to other educational institutions. You and the Student are responsible to conduct research on the most suitable courses and qualifications to fulfil the Student’s individual goals (e.g., entry into a particular university program). Academic outcomes will be contingent on the Student’s dedication to completing assignments and participating in online lessons.
- 1.4. You are responsible for ensuring that the Student has the software and equipment necessary to effectively access and participate in the Services. We recommend that as a minimum, the Student has access to the software and equipment described [here](#) under “CGA Technology Requirements”, as amended from time to time.
- 1.5. While CGA will aim to assist the Student in locating an examination test centre, it does not guarantee the availability of places or examinations available at third-party test centres, nor is CGA responsible for the accuracy of information provided by these centres. You acknowledge that it is your responsibility to make necessary arrangements with third-party centres. CGA disclaims any liability for the inaccessibility of third-party test centres or the unavailability of examinations at such centres.

2. Fees and Payment

- 2.1. You agree to pay the Fees in accordance with the terms specified in any invoice sent to you, or as mutually agreed upon in writing with CGA, on or before the due date specified (“**Due Date**”).
- 2.2. Should payment for the Fees not be received within 28 calendar days of the Due Date, CGA reserves the right to suspend the Services until payment is received, or to terminate the Agreement in accordance with clause 4 below.
- 2.3. CGA reserves the right to charge the Fees in full if the Student is absent from school for any reason, including if the Student has been suspended.
- 2.4. You acknowledge that you are responsible for covering the costs of any additional expenses associated with the Services, such as examination fees, learning resources and extracurricular activities outside of CGA.

3. Agreement Term

- 3.1. The Agreement will commence on the date that you submit the Enrollment Form (“**Agreement Date**”). Unless terminated in accordance with clause 4 below, this Agreement will remain in full force and effect from the Agreement Date until 11 months after the Student’s first day of class, or as otherwise agreed.
- 3.2. A new agreement must be accepted for subsequent enrollments. CGA will provide you with the necessary documentation and details for enrollment renewals in a timely manner.

4. Ending Agreement

- 4.1. If you wish to withdraw from CGA, regardless of the reason, you must:
 - 4.1.1. Submit this [withdrawal request form](#);
 - 4.1.2. Together with the Student, have a meeting to discuss your request with a CGA representative; and
 - 4.1.3. If applicable, email a copy of a medical certificate or any supporting documentation to mycga@cga.school.
- 4.2. A refund of the Fees, excluding any Non-Refundable Fees, will be provided where the student withdraws from CGA within 14 days of the Agreement Date. However, if the Student accesses or uses the Services during the 14 day cooling-off period,

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- the Fees relating to the used Services will be payable and deducted from any refund.
- 4.3. Where a Student wishes to change the Services or withdraw from CGA for any reason other than those set out at clause 4.5 below, the Parties will consider:
- 4.3.1. altering the Services to better suit the Student's new education pathway (e.g., swapping classes, joining another subject of equivalent value or changing the learning mode);
 - 4.3.2. a one-off transfer within a 12 month period of the value of the unused Services to services provided by CGA's related entities;
 - 4.3.3. upon you providing one Term's notice, providing a one-off transfer of the unused Services, or the value of the unused Services, to a sibling of the Student or to a different student currently enrolled with CGA; and/or
 - 4.3.4. a one-off deferral of the Student's enrollment to a later date within a 12 month period.
- 4.4. Where a Student wishes to withdraw from CGA for any reason other than those set out at clause 4.5 below, the withdrawal request form set out under clause 4.1.1 must be submitted at least one Term in advance. For example, if a student intends their withdrawal date to be the last day of Term 3, they must submit their withdrawal request form on the last day of Term 2. Upon provision of one Term's notice, you will no longer be required to pay the Fees for future Services beyond the notice period. Failure to provide at least one Term's notice will result in you being required to pay Fees equivalent to the notice period.
- 4.5. You will be entitled to a refund of the unused portion of the Fees and/or the Fees will no longer be payable where a Student's withdrawal from CGA is involuntary in nature as a result of:
- 4.5.1. a death of the Student or Parent and/or Guardian;
 - 4.5.2. the Student being unable to engage in the Services for a period longer than a Term as a result of serious illness, as evidenced by a medical certificate; or
 - 4.5.3. any other reason CGA considers involuntary in nature and constitutes sufficient grounds for a refund.
- 4.6. Where this Agreement is terminated as a result of the Student being excluded or expelled in accordance with the [Behaviour/Disciplinary Policy](#), or as a result of you or the Student breaching this Agreement (for example, by not paying the Fees or not complying with the Policies), no refunds will be available and you will remain liable to pay the Fees for the remainder of the current Term and the following Term.

- 4.7. Nothing in this clause will limit your rights that may be available under applicable law.

5. Disclosure and Updating Information

- 5.1. You acknowledge and agree that you have fully disclosed to CGA on or before the Agreement Date all educational, medical, special education needs (“**SEN**”), and other information concerning the Student which may be relevant for the effective provision of the Services (“**Student Information**”). You agree that any Student Information provided to CGA is accurate to the best of your knowledge.
- 5.2. You understand that a failure to accurately disclose Student Information may prevent CGA from effectively carrying out the Services and may result in CGA being unable to make any appropriate accommodations, for example, SEN examination access arrangements. If CGA subsequently discovers any undisclosed Student Information, it reserves the right to withdraw the offer of a place at CGA or to terminate the Agreement without offering a refund of the Fees (as discussed at clause 4.6).
- 5.3. You agree that throughout the Term, you will promptly notify CGA of any changes to the Student Information provided or if additional Student Information arises. This ongoing disclosure is to ensure that CGA can continue to meet its obligations under this Agreement and to effectively carry out the Services.
- 5.4. You acknowledge and agree that Student Information, in addition to any other information relating to the Student, may be disclosed by CGA to external parties where it relates to the education, health, welfare or safety of the Student, or where required by law.

6. Intellectual Property

- 6.1. All intellectual property owned and controlled by CGA, including but not limited to, curriculum materials, instructional content, proprietary software, and any third-party intellectual property licensed by CGA, is strictly protected (“**CGA IP**”). CGA grants a limited non-exclusive licence to the Student to use CGA IP during the term of the Agreement for the purposes of the Student obtaining the benefit of the Services. You and the Student are expressly prohibited from misusing, sharing, reproducing or disclosing CGA IP without CGA's prior written consent.
- 6.2. Upon CGA's request and/or on termination or expiry of this Agreement, you must return to CGA all CGA IP without making any copies or reproductions.

7. Liability

- 7.1. Neither Party shall be held liable to the other for losses that were not reasonably foreseeable as a potential consequence of a breach of this Agreement at the time of its execution.
- 7.2. To the fullest extent permitted by law, CGA will not be liable for any losses, injury, harm, or damage, whether to personal property or otherwise, unless directly caused by CGA as a result of a breach of this Agreement.
- 7.3. CGA's liability for any losses arising out of CGA's negligence, breach of this Agreement or any other cause of action in connection with this Agreement shall be limited to the total amount that you have paid for the Services.
- 7.4. For Non-NZ Students at CGA, you acknowledge that it is your responsibility to ensure that the programme of study meets the minimum requirements of, and is compliant with, the education laws and regulations of the country in which the Student resides. CGA does not assume any responsibility in the event that the programme is not in accordance with such applicable laws.

8. Force Majeure

- 8.1. CGA may suspend its obligations under this Agreement if it becomes unable to perform such obligations directly due to an event beyond its reasonable control, such as an act of God, fire, flood, riot, war, industrial action, failure of a utility service, or other circumstances of a similar nature ("**Force Majeure Event**").
- 8.2. If CGA is prevented from providing the Services as a result of a Force Majeure Event, for example, due to interruptions to internet services which are outside of CGA's control or if teachers are unavailable due to widespread illness, then CGA will endeavour to provide reasonable alternatives (e.g., reschedule any cancelled lessons or provide lesson recordings).
- 8.3. Where CGA's obligations have been suspended pursuant to this clause for a period exceeding 40 working days without the provision of a reasonable alternative, you may terminate this Agreement without being charged any Fees for unused future services.

9. Assignment

- 9.1. CGA may assign or transfer its rights and obligations under this Agreement to a related and/or third party, but only if that party is able to continue to provide the Services to a similar standard as CGA.
- 9.2. You may not assign or transfer your rights and obligations under this Agreement to anyone else. This includes allowing anyone else to access any of the Services.

10. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in full force.

11. Surviving Provisions

The provisions which are intended to survive the termination or expiration of this Agreement, or the Student's withdrawal from CGA for any reason, will continue to apply.

12. Dispute Resolution

- 12.1. In the event of a dispute arising under this Agreement, the Parties must:
 - 12.1.1. first attempt to resolve it by good faith discussions;
 - 12.1.2. before referring it to private mediation.
- 12.2. The terms of clause 13 apply only if the dispute remains unresolved.

13. CGA Contracting Entity, Legal Notices, Governing Law, and Dispute Resolution Venue

The CGA entity entering into this Agreement, the address to which you should direct legal notices under this Agreement, the law that governs this Agreement and the courts that have jurisdiction over any dispute arising out of or in connection with the Agreement, depend on whether your child is an NZ Student or a Non-NZ Student, as set out in the below table.

If your child is:	The CGA entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
A NZ Student	Crimson Global Academy Limited (NZCN: 7820036), a limited liability company incorporated in New Zealand	18 Viaduct Harbour Avenue, Auckland 1010, New Zealand	New Zealand	New Zealand
A Non-NZ Student	Crimson Global Academy USA LLC (EIN: 85-2171665), a limited liability company incorporated in Florida, United States	37 N Orange Avenue, Suite 500, Orlando FL 32801, United States	Florida, and controlling United States federal law	Orange County, Florida, United States

APPENDIX 1: The Services

The Fees paid under this Agreement cover access to the following Services for the duration of the Agreement:

- Asynchronous learning materials to enhance learning outside of the classroom, including: recordings of live classes, assessments, animations, programme syllabi;
- Counsellors and digital guides to support Students with planning future subjects to attain college / university entry requirements and be best prepared for future pathways (available upon request);
- Scheduled, virtual classes with experienced teachers during the school academic calendar;
- The proprietary CGA Home software platform to enable students to interact with teachers and learning materials;
- CGA extracurricular activities;
- Well-being and pastoral support through form-class to ensure full time Students are emotionally and socially supported;
- Licences 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;
 - Kami for digital collaboration on documents;
 - Virtual conferencing and meeting tools;
 - A communication platform for virtual meetings, collaboration, and communicating;
 - CGA's internal use of MidYIS, Yellis, and Alis for adaptive, digital, baseline academic assessments to predict the Student's performance in International GCSEs and A Levels. Assessments are conducted on an as required basis determined by CGA.
- If required and agreed, Crimson's online learning management system ("**Crimson App**").