



**AMADEUS**  
International School  
VIENNA

# General Terms and Conditions (2022-2023)

AMADEUS International School Vienna (hereafter referred to as “the School”) renders its services exclusively on the basis of the following general terms and conditions:

## 1. Admission

1.1. Applications for Admission will only be processed upon payment of Application Fee, in full, and upon receipt of (1) a completed application form signed by the Parent(s)/Guardian(s) and (2) all documentation according to the admission requirements as published on the School’s website, [www.amadeus-vienna.com](http://www.amadeus-vienna.com).

1.2. Admittance is subject to satisfactory completion by the Student of all academic requirements in his/her current school, an acceptable behavioural record, and to the School’s capacity to support the Student. Submission of Application for Admission and payment of Application Fee does not constitute enrolment of the Student. Admission is at the sole discretion of the Head of School.

1.3. The Application form as well as any other information and documentation submitted to the School constitute integral parts of the school contract. False statements or data, as well as failure to disclose any and all details of information pertaining to medical diagnoses, the Student’s academic, learning support, and/or behavioural history, can result rejection of the application and entitles the School, in case of the Student having been admitted due to such falsity, to terminate the school contract without notice.

1.4. If the Student has satisfied all admissions criteria according to the the School’s Admissions Policy, that Student is designated as admitted. An admitted student is not fully enrolled until the school contract is signed and returned, and entry fees have been paid.

School contract must be signed by the Parent(s)/Guardian(s). A signed original copy of school contract must be returned to the School generally within four (4) weeks after the date of issue, along with payment of the entry fee (see AMADEUS Fee Policy). If the School does not receive school contract and payment of the entry fee within this given time period, the School reserves the right to re-allocate the enrolment space to another Student.

1.5. The School reserves the right to determine the grade level placement of the Student. This is based on chronology, Austrian law, and previous school grade completion in most (but not all) instances. Grade level placement may not always correspond to that of other schools and other education systems.

1.6. Students may be admitted at any time during the school year. Annual Fees for the first school year are calculated pro rata on the basis of complete calendar months starting with the months of admission.

1.7 Students are admitted on the basis of their status as a day or boarding student as indicated in the school contract. Students may not transition between day and full or weekly boarding status without the express permission of the Head of School and amendment to the contract. The School is under no obligation to offer a place as a day student to students admitted to the School as boarding students.

**AMADEUS International  
School Vienna**

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1.8 Enrolment into the School constitutes agreement from Students, Parent(s)/Guardian(s) with these general terms and conditions, the School's mission and vision, and all policies, procedures, practices and standards explained in the relevant School handbooks.

## 2. Termination

2.1. The School contract is entered into until completion of the academic programme (i.e. graduation from the IBDP or IBCP) or until termination of the contract for other important reasons. The term of the contract shall automatically continue for the following school year, unless, the contract is terminated by either party, or the respective school year constitutes the final school year for the Student (i.e. graduation from Grade 12). Either party may terminate the contract by giving notice to the respective other party. The applicable conditions are as stated in 2.3.

2.2. When the Student is first admitted, the School anticipates that the Student will continue his/her studies at the School, provided that the Student succeeds in meeting the appropriate academic and behavioural standards detailed in School handbook(s) (see 1.8). The School looks closely at the Student's abilities and success in view of the yearly transition to the next grade and, if circumstances dictate, reserves the right to refuse progression of the Student into the next higher academic level. Sections 1.2., 1.3., and 1.5. apply respectively to the successful grade progression.

2.3. The Parent(s)/Guardian(s) may terminate the contract at any time. A withdrawal constitutes termination. In such a case, Annual Fees, and Fees for Optional Services must be paid in full for the running school term and the following school term (i.e. terminators in Term 3 carry liable for Term 1 in the following year) for which the published fees for the following grade level apply). Prepaid fees exceeding this amount will be refunded. The process for withdrawal is outlined in section 3. All outstanding claims are due and payable not later than four (4) weeks after the issue of the final invoice by the School (interest and administration fees are payable in the case of late payment). The Parent(s)/Guardian(s) are entitled to a refund (without interest) of a credit balance of Annual Fees paid in advance, if any, remaining after settlement of any and all outstanding claims. Such refund is due within four (4) weeks from the Student's last school day or by September should the termination occur in June.

2.4. With respect to Guardianship for day students, any cases which breach the School's Child Protection and Safeguarding sensibilities, or raise concerns thereof, will be referred to the relevant competent authorities and constitute important reasons for termination of a contract. Guardians must be present, responsible and contactable at all times.

2.5. Termination pursuant to 1.3, 2.1, 2.2, or 2.3 of these terms and conditions will trigger the Student's deregistration from the Austrian Bildungsdirektion. It is the responsibility of the parents to find appropriate schooling for children below the minimum school leaving age according to national legislations.

## 3. Withdrawal

3.1 The withdrawal of the Student constitutes the termination of the school contract and must be made using the official School Withdrawal Form, and in respect of the stipulated notice periods. Financial and contractual obligations will be calculated in respect to the date of receipt of the School Withdrawal Form and the Student's last day of school is as indicated on the School Withdrawal Form. Following receipt of

the Withdrawal Form a formal interview with the Head of School will be arranged at which the above obligations will be clarified.

3.2 Notices regarding the termination of the school contract must be signed by the legal Parent(s)/Guardian(s) and received by the School on the withdrawal form (available on the School website or via School Office). All withdrawals must be received by [admissions@amadeus-vienna.com](mailto:admissions@amadeus-vienna.com) and will be acknowledged by the Head of School.

#### 3.2.1 For End of Year Withdrawal:

As per section 2.1 the school will operate on the basis of continued service provision in the next academic year unless officially notified otherwise.

Parent(s)/Guardian(s) must complete the annual re-enrolment task via Open Apply to ensure contact details are accurate. Failure to respond in a timely manner to the request for completion of this task in no way constitutes notice of intention to withdraw.

Parent(s)/Guardian(s) who intend to withdraw at the end of the academic year must submit the withdrawal form before the last day of Term 2 or otherwise will be liable for fee payment in Term 1 of the following year.

Parent(s)/Guardian(s) who, for important reasons (such as redeployment or repatriation) cannot fulfil the stipulated notice conditions may make a formal request to the school for special consideration. The School is not obliged to grant the request.

#### 3.2.2 For Mid-Year Withdrawal

Parent(s)/Guardian(s) who intend to withdraw during the academic year must submit the withdrawal form one full school term in advance of the intended withdrawal date (i.e. last day of Term 1 for withdrawal after completion of Term 2) or otherwise will be liable for fee payment in the following term.

Parent(s)/Guardian(s) who, for important reasons (such as redeployment, repatriation, or financial hardship) cannot fulfil the stipulated notice conditions may make a formal request to the school for special consideration. The School is not obliged to grant the request.

## 4. School Fees

The School determines the following fees ("School Fees") payable for each Student attending the School for each school year. Fees may be increased before the start of a new school year, in particular with the increasing costs of personnel, facilities, programmes, and material for running the School. Such an increase must be notified to the Student(s) and/or Parent(s)/Guardian(s) by 31 January of the preceding school year. The applicable amounts can be obtained from the Admissions Office or can be found under the Admissions Section of the School's website. School Fees consist of the following components and might be subject to VAT (VAT, varying between 0% and 20%, is applicable on certain School Fees):

- **Application Fee:** A one-time non-refundable Application Fee is payable upon submission of each signed application form. Application Fee may be waived for the Student who returns to the School within a 24-month period after leaving the School.

- **Enrolment Fee:** A one-time non-refundable Enrolment Fee is payable upon the Student's first-time admittance to the School. Enrolment Fee may be waived for the Student who returns to the School within a 24-month period.
- **Capital Fee:** A one-time non-refundable Capital Fee is payable upon the Student's first-time admittance to the School. If a Student leaves the School and is re-admitted within 24 months, no further Capital Fee will be applied.
- **Deposit:** A refundable deposit shall be made to cover the cost of any loss or damage incurred during the time the Student attends the School is payable in full upon the Student's first-time enrolment to the School. The School reserves the right to deduct the cost of any missing or damaged school property (in particular laptops) or any other costs incurred by the Student to the School from this Deposit. It may also be withheld in the event of unpaid invoices. If amounts are deducted at any point during the school year, the Parent(s)/Guardian(s) will be informed. The deposit must be refilled as necessary. Deposit or any residual portion thereof is refundable (without interest) to the Parent(s)/Guardian(s) within four (4) weeks from the Student's last school day as indicated on the signed and received School Withdrawal Form (see section 3) or by September should the termination occur in May/June. The Deposit refund due to Graduation (only for Grade 12 Students) will be kept until the DP programme is finalized and will be returned latest by 1 Sept of the corresponding academic year.
- **Annual Fee:** A non-refundable Annual Fee published by January 31 in the preceding year is payable for every school year. Payment is due within four (4) weeks from the date of invoice at the latest. The School may accept payment in three (3) instalments subject to a financing charge according to the Annual Fee Instalment Scheme and only available upon request to Admissions Office. Annual Fee might vary depending on time of enrolment or departure, subject to the rules stipulated in section 5 below. The calculation of Annual Fee based on grade and boarding status is determined on the basis of a full school year, regardless of the attendance of the Student. Residence permit and medical insurance for boarders are to be paid annually in addition to the fee. Additional Lunch and Snack Fee is payable by all Day Students.
- **Fees for Additional Services:** Non-refundable Fees for Additional Services, such as shuttle service, mother-tongue/language programme, additional English support, Special Educational Needs (SEN), travel insurance, external assessment costs (SAT, TOEFL, IELTS, etc.), or activities not included in the annual tuition fee, are payable for every school year, if applicable per term. Payment is due as indicated on the invoices. Fees for Additional Services might vary depending on time of enrolment or departure, subject to the rules stipulated in section 5. Some additional fees and conditions may be stipulated as part of the official offer letter marking acceptance in the school admissions process. The calculation of Annual Fees for Additional Services is determined on the basis of a full school year, regardless of the attendance of the Student.
- **Fees for services deemed necessary** (established via external assessment criteria) to enable student access to the academic curriculum (including those as determined for special educational needs or additional English language support) are mandatory. Refusal to comply constitutes an important reason for termination (see section 2).

## 5. Payment of School Fees

5.1. Payment of any and all School Fees is due within four (4) weeks from the date of invoice. Upon the Student's first-time enrolment to the School, the Entry Fees (enrolment fee, refundable deposit, and

capital fee) and Annual Fees are invoiced together. Fees for Additional Services may be invoiced separately. In case enrolment renewal for any subsequent school year, the Annual Fee is invoiced in Term 3 or earlier by request. Fees for Additional Services are invoiced separately. Late fees will incur a 1% surcharge per month.

5.2. In accordance with § 15 (3) Austrian Consumer Protection Act („Konsumentenschutzgesetz“, KSchG) the Parent(s)/Guardian(s) and the Student acknowledge that planning of school operations, especially for forthcoming school year requires significant expenditure, so that proper school operations and arrangement can only be made if the future number of Students is clear at an early date. The school therefore retains full right to the School Fees for the entire contractual school year, if the school terminates school contract prematurely as stipulated in section 5.6.

5.3 Parents/guardians may declare on the School application form that a specific third party will pay the school fees on their behalf. It is, however, the responsibility of the parents/guardians to ensure that the third-party payments are made according to the school's payment terms, and parent/guardians are liable for any outstanding balances of school fees including charges for late payments.

5.4. Payment must be made in Euros only. Payment must be made according to the School's bank details as stated on the invoice. Bank handling charges are to be borne in full by remitter. Bank transfers must always include the reference number of the invoice or the accounting department in order to apply the payments accordingly.

5.5. Enrolment during school year: Subject to Vienna School Authority's ("Bildungsdirektion") approval and provided a class vacancy is available, the Student(s) is/are accepted to enter the School at any time during the school year. Annual Fee and Fees for Additional Services are calculated pro rata on the basis of full calendar months and are payable upon the Student's admittance to the School. However, if the Student enters the School within four (4) weeks after the official commencing date according to school calendar, full amount of Annual Fee and, if applicable, Fees for Additional Services are payable.

5.6. If the School terminates school contract with immediate effect in accordance with this General Terms and Conditions there is no refund of school year's remaining Fees. Any unpaid balance will be due and payable immediately in full.

5.7 In the case of late notice, or immediate enrolment (i.e. shorter timeframe than four (4) weeks as stipulated in 5.1) all entry fees (application, enrolment fee, capital fee and deposit) must be paid before commencement. Annual fees will be receivable within two (2) weeks.

## 6. Late Payment

6.1. In the event of a late payment of any amounts due to the School, interest at the rate of 1 per cent (1%) will be charged.

6.2. If a late payment continues, the School may in its own discretion terminate school contract and disenrol the Student by way of a notice in writing to the Parent(s)/Guardian(s). Such termination takes effect at the end of the month following the month of the giving of such notice. In this case, section 5.6. shall apply. Any costs, including legal costs incurred by the School in the recovery of outstanding fees are to be borne by the Parent(s)/Guardian(s).

6.3. Each reminder letter will carry an additional administration and processing fee of EUR 20.00.

## 7. Force Majeure

7.1. There is no refund of any School Fees for instructional days lost due to reasons beyond the School's control. This particularly applies to school closure due to weather conditions, fire, flood, strikes, epidemics, pandemics or other similar events.

## 8. Insurance

8.1. The School provides third party liability insurance for the Student(s). This insurance covers the Student's legal liability for any property damage and personal injury as well as consequential financial losses in connection with his/her school activities.

8.2. It is strongly recommended to the Parent(s)/Guardian(s) and the Student to take out own insurance which goes beyond the School's insurance cover, in particular theft and accident insurance.

## 9. Services provided to Day Students

9.1. To any Day Student, the School provides the following services covered by Annual Fee and Lunch and Snack Fee.

Day Student:

- Academic tuition in line with the International Baccalaureate Organization and according to the School's curriculum ("Organisationsstatut") approved by Vienna School Authority and Austrian Federal Ministry for Education, Science, and Research ("Bundesministerium für Bildung, Wissenschaft und Forschung")
  - Classroom instruction, supervision, in-school workshops
  - Physical, Social, and Health Education Programme
  - If applicable: Unique supplementary subjects (e.g. Co-curricular electives)
  - If applicable: Loan of subject textbooks, educational materials and documentation, subscriptions and educational memberships
  - If applicable: Loan of tablets or laptops (e.g. iPads, MacBooks)
  - If applicable: Whole grade residential trips
  - If applicable: Curriculum-based day trips
  - If applicable: Assessment costs (IB Diploma examinations, IB MYP moderation, PYP and MYP level standardised assessment – not extending to retakes or remarking)
  - If applicable: University and Career Counselling
  - School Nurse and School Counsellor services
  - After school activities as published annually
  - Insurance cover according to section 7 above



9.2. The Student must provide his/her own school supplies, such as writing materials, paper, booklets, calculator, and any other items as well as own personal clothing, including warm winter clothing, sport clothing, and any other items according to the uniform policy published in the relevant handbooks.

9.3. The aforementioned Services are not provided during the school and public holidays published by the School.

## 10. Services provided to Boarding Students

10.1. Additionally, to the services provided to any Day Student, the School provides the following services to Boarding Students covered by Annual Fee Boarding Student:

- All meals (breakfast, lunch, dinner) and snacks (morning, afternoon)
- Superior accommodation with private ensuite bathroom
- Laundry facilities
- Supervision by qualified boarding staff
- Evening and weekend activities
- Support with Vienna International Airport Transfers (up to eight annual transfers from/to airport at the beginning and end of the published School breaks)
- In case of minor sickness, home care by boarding staff, if necessary, according to General Practitioner's or nurse's instructions
- Academic tutoring and supervised study as per the boarding handbook

10.2. Full services are not provided during the arriving and departure period (i.e. before and after the official start of the term) or during the three published school holidays during which the boarding house will close.

10.3. Boarding services for Grade 12 students cease upon completion of the relevant examination period and graduation.

## 11. Additional Costs

11.1. The following costs are not covered by School Fees and will be charged additionally:

- Any subject specific material, if not provided by the School
- School uniform
- Shuttle service
- Mother-tongue/Language Programme
- Additional English support \*
- Special Educational Needs support \*
- Travel insurance (for private travel)
- Voluntary activities and/or activities offered by external providers
- Optional AMADEUS Music and Arts Academy instruction and activities
- Residence permit and medical insurance charges for boarders \*\*
- Medical treatment, medication, and hospital accommodation
- Externally provided counselling or psychological services

- Service fees for special requests such as additional/custom invoices, or transcripts

*(\*) Provision of these services is based on assessment and mandatory for students for whom it is deemed necessary that they may access the academic curriculum. (\*\*) These fees are mandatory as outlined in the AMADEUS Admission Policy.*

## 12. Liability

12.1. The School shall not be liable – except in cases of gross negligence – for loss of or damage to money, clothing, personal property or vehicles of any kind whatsoever, including accessories to such vehicles. The limitation of liability does not apply to personal injuries.

12.2. The Parent(s)/Guardian(s) shall indemnify the School for all damages caused by their children.

12.3 The School shall not be liable for accidents occurring to day or boarding Students if those families have not disclosed information relevant to their child’s medical or mental health condition. Non-disclosure of such information during the application process is grounds for immediate review of the Student’s enrolment at the School.

## 13. School and Boarding House Rules

13.1. The School reserves the right to draft and amend School and Boarding House Rules as detailed in AMADEUS’s handbook(s). Such School and Boarding House Rules bind the Student and the Parent(s)/Guardian(s). The Parent(s)/Guardian(s) undertake to instruct the Student to abide by the School and Boarding House Rules. The School shall be entitled to terminate the school contract at any time without notice, if the Student and/or the Parent(s)/Guardian(s) violate(s) the School and Boarding House Rules either repeatedly or by serious misbehaviour (See Section 2).

13.2. School uniform: At the School, a school uniform is compulsory. The Student must wear the AMADEUS school uniform whenever stipulated, during school activities or outside of the School’s premises. Uniform requirements are published in the relevant handbook(s). If the Student does not comply with the school uniform policy and/or if the Student repeatedly presents him/herself not wearing the proper school uniform and continues to do so after due warning, the School shall be entitled to withhold service provision or terminate the school contract at any time without notice (See Section 2).

13.3. The School has the responsibility, and reserves the right, to terminate the school contract at any time without notice if, in the judgment of the administration, the Student’s academic or disciplinary record, or conduct at or outside the School’s premises, is detrimental to the welfare of other Students, or the reputation of the School, is not keeping with the School’s standards, or is not compliant with the laws of Austria (See Section 2).

13.4. The School reserves the right to disenroll a Student with immediate effect if it is determined that the Student is not able to meet the expectations of the academic programme. The school will use standard teacher assessments and seek expert evaluation in making this determination. The decision to dis-enrol a Student in this instance would be made by the Head of School based on the evaluation of the Student with the family being notified (See Section 2).



## 14. Authorisation of medical services

14.1. The School is authorised to hand over the Student to authorised medical services. In case of serious illness and/or hospital accommodation, the School is obliged to immediately (at the earliest possible convenience) inform the Parent(s)/Guardian(s).

14.2. For Boarding Students, the Parent(s)/Guardian(s) consent that costs for medical treatment, medication, and hospital accommodation which are not covered by the insurance are settled between the School and medical practitioner and/or hospital operator and then charged by the School to the Parent(s)/Guardian(s).

14.3. The Parent(s)/Guardian(s) must inform the School of any diagnosed medical and/or psychological illnesses/diagnoses, or specific allergies of the Student that could possibly influence school life. Such information must be provided in writing, with documentation as part of the admissions procedure. The School reserves the right to decline an application if it is not possible to provide adequate support and care for the Student. If it emerges that the School can no longer meet a Student's needs, the Student may be dis-enrolled upon prior consultation with the Parents/Guardians.

14.4 The School reserves the right to request special educational, psychological or medical assessment/testing for its students.

14.5 The school reserves the right to employ random, and targeted, substance testing in the secondary school including for alcohol, or illicit substances. Random drug tests will be carried out by the school nurse. Refusal to undergo a test gives rise to grounds for similar disciplinary action to that of a positive test.

## 15. Majority

15.1. If the Student is of full age at the time school contract is concluded, the Student is as well bound to school contract and hence acknowledges any and all obligations therein as being fully binding to him/herself.

15.2. If the Student reaches the age of majority during school year, he/she will accede to school contract automatically. The Parent(s)/Guardian(s) and the Student will then be jointly and separately liable towards the School. If the Student refuses to do so, the School shall be entitled to terminate the school contract at any time without notice.

## 16. Data Protection and Processing

16.1. Personal pictures (and videos) but no other personal data of the Student may be made publicly available in particular in promotional and marketing activities, such as brochures and flyers for the School. Personal pictures mean photos and video recordings and other records which reflect person mentioned above who is individually identifiable. Names may only be made available in connection with presentations of the Student (e.g. events, concerts).

16.2. The Student's and Parent(s)/Guardian(s) personal data are collected, processed and used exclusively in accordance with the relevant data protection provisions. The data are collected, processed and used exclusively for the purposes of concluding, performing and implementing the contract. The Parent(s)/Guardian(s) and the Student are required to provide and consent to the collection and use of the following data as per the School's Data Privacy Agreement.

Personal data will not be passed on to third parties unless the School is legally required to do so or the Parent(s)/Guardian(s) and the Student have expressly allowed this.

The Parent(s)/Guardian(s) and the Student shall be informed upon request if and which personal data are stored, where these data come from, and the purpose for saving and using them.

The School confirms that all technical and organisational measures are taken to protect the rights within the meaning of the General Data Protection Regulation (information, correction, deletion and disagreement) and to fulfil the obligations under the General Data Protection Regulation.

The Parent(s)/Guardian(s) and the Student have the right to access the personal information pertaining to them held by the School, the right to ask the School to correct any inaccurate personal information pertaining to them, to delete personal information, or otherwise restrict its processing, or to object to processing or to receive an electronic copy of the personal information the Parent(s)/Guardian(s) or the Student provided to the School.

All personal data can be deleted or restricted apart from those data that the School is legally required to maintain. Personal data will be stored at the school as long as necessary or required by law for the purpose of the respective data application. After this period, personal data will be deleted automatically. Personal data can also be deleted if the Parent(s)/Guardian(s) and the Student expressly request it and if such request is not precluded by statutory provisions.

16.3 The intellectual property and its copyright of any artistic creation during the validity of school contract of the Student belong to the School. The School reserves the right to use musical compositions and audio/video recordings in conjunction with, but not limited to, the purpose of advertising. The School also retains the right to license and distribute the aforesaid musical compositions in conjunction with advertising throughout the world on any medium or forum, whether now known or hereinafter created.

## 17. Miscellaneous

17.1. The exclusive place of jurisdiction for all disputes arising from or relating to this contractual relationship between the School and the Parent(s)/Guardian(s) and/or the Student him/herself shall be the competent court at the School's domicile (1180 Vienna, Austria). Austrian Law shall govern this contractual relationship without giving effect to any conflicts of laws provision or rule that would cause the application of the laws of any other jurisdiction.

17.2 There are no oral side agreements or amendments to school contract and/or these terms and conditions. Amendments or additions to this contractual relationship must be made in writing. Email also meets the requirement for written form.

17.3 Any type of scholarship/discount agreement to this contractual relationship has legal validity only as official amendment(s) and only in written form. Documents must be received by the other party to the contract in adequate time. Scholarships are agreed annually and subject to review.

17.4 School lunch is a mandatory element of the package. Parent(s)/Guardian(s) of students with special dietary needs must inform the School Nurse of this fact upon admission. Only in cases where it is not feasible for the kitchen to cater for the dietary need will school lunch fees be waived. Evidence of dietary requirements must be provided to the school from a practising dietary physician.

17.5. Should any provision contained in this contractual relationship prove or subsequently become either partially or totally invalid, this shall not affect the validity of the remaining provisions. New provisions corresponding as closely as possible in legal and financial terms to the wishes of the parties as expressed in the General Terms and Conditions as well as in any other contracts and/or written agreements shall be provided to replace any invalid provisions or remedy any omissions.

17.6. Deliveries of the School to the Student and/or the Parent(s)/Guardian(s) shall be made with legal effect to the address last made known to the School until the school is notified of a new address in writing. The Parent(s)/Guardian(s) hereby mutually authorise each other to receive all deliveries, declarations, and communications of the School as well as to execute any kind of declarations towards the School in connection with this contractual relationship.

17.7. Parents/guardians are obliged to inform the School of any change of contact details by which they receive School information and invoices. The School takes no responsibility if filters or firewalls prevent information/invoices from reaching parents/guardians. Parents/guardians are responsible for notifying the School with updated contact details and information relevant to the status of the Student (i.e. custody, Meldezettel address, etc.).

17.8. The School reserves the right to change the General Terms and Conditions, if deemed necessary. Changes will be notified to the Parent(s)/Guardian(s) with School Fees schedule for the following year. By the payment of School Fees the Parent(s)/Guardian(s) declare their consent to the changes.

17.9. AMADEUS (the School) in this contractual relationship stands for its operating company THEMES VIENNA LIMITED & Co KG, Bastiengasse 36-38, 1180 Vienna, Austria, telephone +43 1 470 30 37 00, email info@amadeus-vienna.com, or the latter's legal successor.

## **18. Boarding Students Power of Attorney**

18.1. In addition to the General Terms and Conditions governing the contractual relationship, parents and guardians duly transfer the legal rights of education and care of their children enrolled in boarding programme (referred to as legal guardianship) for the time at which they attend AMADEUS International School Vienna. This Power of Attorney may not be revoked unilaterally, though may be transferred temporarily in the case that Parents and/or Guardians are present in order to take over the duties of education and care, or during the published school holidays.

18.2. The Head of School / Head of Boarding assume responsibility for legal guardianship of boarding students. This may be delegated to suitably qualified and experienced colleagues (namely House Tutors) to discharge. These duties include:

- 18.2.1. Ensuring for the care and ongoing good health of the student, as well as observing and guiding the student in their execution of their age appropriate freedoms.
- 18.2.2. Promotion of physical, emotional, spiritual, and moral well being and development.
- 18.2.3. Accompanying the student as he/she explores and develops his/her abilities, capabilities, aptitudes, and developmental possibilities in the spirit of fulfilment of his/her highest potential.

- 18.2.4. Oversight of all medical and therapeutical activities. In conjunction with the School Nurse and School Doctor, the student, to the extent he/she is sufficiently able to reason and judge, may provide his/her own consent to treatment. In the absence of the aforementioned ability, the legal guardian carries the power to consent to necessary medical treatment. Unless life threatening, in cases where the student consents to treatment thought to have possible detrimental effects, this treatment may only go forth with the additional consent of the legal guardian and due consultation with parents and/or guardians.
- 18.2.5. Permitting the student to take part in school and boarding related activities both under direct supervision of qualified staff and independently within Vienna and Austria as deemed appropriate given assessments of maturity made by the legal guardian. Conversely, this extends the exercise of prudent restrictions.

18.3. The Parents and/or Guardians hereby indemnify AMADEUS International School and its responsible employees against legal claims, except on the basis of gross negligence, arising from the execution of this power of attorney within the spirit of a loco-parentis relationship, and all actions and consent in good faith. This is especially valid in any circumstances in which the student contributes significantly toward negative outcomes in defiance or without respect of known boundaries.

Vienna, 17 January 2022

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