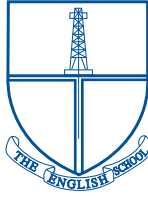


The English School
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THE ENGLISH SCHOOL
(Founded 1953)

المدرسة الانجليزية
ص. ب: ٣٧٩
الكويت - الصفاة ١٣٠٠٤
تلفون: ٥٦٣-٧٢٠٥/٦
فاكس: ٥٦٣-٧١٤٧

The English School, Kuwait

Regulations

I. Introduction.

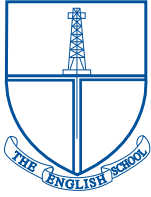
1. These regulations ("the Regulations") which will come into effect upon the day on which they are enacted by The Sponsor set out the background to the existence, purpose objectives and the manner and style of operation and management of "The English School of Kuwait". These Regulations may be amended or revised only with the consent of the Sponsor who may seek (but shall not be obliged to seek) advice from the Governing Committee in this regard.

II. Definitions and Interpretation.

1. When used in these Regulations the following words and expressions shall bear the meanings set respectively opposite each of them below:
 - a. "Financial Year" means the period from 1st September until the following 31st August;
 - b. "Governor" means a member of the Governing Committee of The School;
 - c. "Parent" shall include any natural, adoptive, or step parent, any legally appointed guardian, or any person acting in "loco parentis";
 - d. "The School" means The English School of Kuwait;
 - e. "The Sponsor" means Mohamed Abdulrahman Al-Bahar or his successors;
 - f. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa, and words denoting one gender shall include both genders.

III. Status and Objectives.

1. The School exists as a "not for profit" organisation under the aegis of the Sponsor and is registered with the Ministry of Education of the Government of Kuwait. The official name of The School is "The English School, Kuwait." The School's registered address is PO Box 379, 13004 Safat, Kuwait.
2. The School exists primarily for the purpose of educating the children of British citizens, in Kuwait, but admission is not restricted to British children. The principal objective of The School is to prepare and educate children to the necessary standard so that on leaving they may obtain places at the appropriate level in State Maintained or Independent schools in

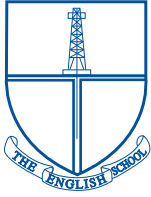


the United Kingdom, Kuwait or elsewhere in the world. The School will be run on the lines of an English school within the Independent Sector and the curriculum will be based on the English system of education. Teaching of the Arabic language and of the history and culture of the Arabic people is included in the curriculum as required by the Ministry of Education.

3. The main language spoken in The School will be English. Both Imperial and Metric units shall be used in the teaching of currency and measurement.

IV. The Governing Committee.

1. There shall be a Governing Committee which shall direct the general administration and supervision of The School and the teaching and other staff both permanent and temporary.
2. The first such Governors to hold office after the enactment of these Regulations shall be those persons so appointed by the Sponsor. All subsequent Governors shall be appointed by the Chairman of the Governors with the approval of the Sponsor.
3. There shall be no more than twelve Governors at any time; where possible at least two of these shall be parents who have children attending The School. At least seven Governors shall be British citizens. There shall be three (3) "ex-officio" Governors: The Sponsor's Representative the Auditor's Representative and the British Ambassador's Representative.
4. Service as a Governor shall be voluntary and without remuneration of any fees. Appointments will be made in accordance with the professional skills and experience (in such areas as finance, law, education, infrastructure, business and administration) and representation required to be present on the Governing Committee in order to provide a broad range of appropriate skills
5. It will be usual for Governors to complete a minimum of three years service. Longer is permissible in the interests of continuity although all shall expect to retire from the Governing Committee upon reaching the age of seventy (70) years. No salaried staff of The School shall be appointed as a Governor.
6. The Governors shall elect from among their membership a Chairman (who shall be a British National with the right of permanent abode), a Deputy Chairman and a Treasurer and such other officers as may be required from time to time.
7. The Governing Committee reserves the right to request the resignation of any Governor. A meeting to consider such action can be called by any Governor or the Sponsor.
8. If any Governor resigns during his term of office, the Governing Committee has the right to nominate a replacement whose appointment shall be confirmed by the Sponsor.
9. Governing Committee meetings will be held from time to time throughout the school year as considered necessary by the Chairman, with the minimum of one meeting per term. A quorum of such meetings shall consist of five Governors, one of whom must be either the Chairman or the Deputy Chairman.
10. Decisions of the Governing Committee shall normally be achieved by consensus or by simple majority vote; in the event of a tied vote, the Chairman shall have the casting vote.

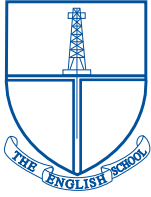


V. The Headmaster.

1. The Headmaster shall be selected and appointed by the Governors on such terms and conditions, as they deem appropriate at the time. The Headmaster shall be a British National and a graduate of a recognised university in the United Kingdom or hold a similar and accepted qualification.
2. The Headmaster shall be responsible for the overall management of the School within the general policy and financial limits approved from time to time by the Governors. He will also be responsible for the direction of the teaching and curriculum.
3. The Headmaster shall have direct access to the Members and shall have the right to submit items for the Agenda for all meetings of the Governors or of any Committees and Sub-Committees and shall have the right to attend and speak, but not to vote, at all such meetings but may be required to withdraw from a meeting of the Governors for such good reason as they may decide.
4. The Headmaster shall keep the Governors fully informed on the state and progress of the School and shall at the request of the Governors submit either orally or in writing such reports as the Governors may request from him and answer questions upon them or provide further information as required by the Governors. The foregoing obligations shall not in any way whatsoever detract from or diminish the obligations of the Bursar to The School and to the Governors for all financial matters.
5. The Headmaster shall select and appoint on behalf of the Governors on such terms and conditions and at such remuneration as are from time to time laid down by the Governors:
 - a. All teaching staff within the establishment of the School as determined by the Governors, but in the case of the Deputy Head the appointment shall follow consultation and be with the agreement of the Governors.
 - b. All administrative and ancillary staff within the said establishment (with the exception of the Bursar who shall be appointed by the Governors) directly or by other delegation as the Governors so decide.
6. The Headmaster shall have the right:
 - a. To dismiss on the Governors' behalf any member of the teaching or administrative or ancillary staff (with the exception of the Deputy Head and Bursar) for what the Headmaster may in his discretion consider to be sufficient cause provided that he shall first confer with the Chairman of the Governors or if unavailable the Deputy Chairman of the Governors and to consider inter alia the position of the Governors under Kuwait Labour Law.
 - b. To suspend on full pay any member of the staff from all or any of the duties of such member for what the Headmaster may in his discretion consider being sufficient cause but shall if possible first consult the Chairman or Deputy Chairman of the Governors.

Following any such dismissal or suspension the Headmaster shall make a full report to the Governors.

7. The Headmaster shall have the power in his discretion to suspend or expel any pupil within the Regulations laid down by the Kuwait Ministry of Education in this regard provided that he shall first confer with the Chairman of the Governors or if unavailable the Deputy Chairman thereof.



VI. The Bursar.

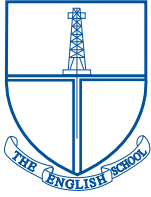
1. The Bursar will be responsible to the Headmaster and the Governors for the day-to-day non-educational management of the School.
2. The Bursar shall act as Clerk to the Governors and be responsible to the Governors for:
 - a. The financial and other policy matters connected with the School.
 - b. The convening of meetings, and preparation of agenda for and minutes of all meetings of the Governors, and of their Committees and Sub-Committees, and taking of such action as appropriate.
 - c. Such other duties and responsibilities as the Governors may require.

VII. Conditions for the Admission of Pupils.

1. The School is empowered to undertake the education of children between the ages 3 and 14 inclusive. The Committee reserves the right, however, to accept children in certain circumstances who are either younger or older than these ages.
2. The School year will consist of three Terms, which shall be called:
 - a. Autumn Term - September to December
 - b. Spring Term - January to March/April
 - c. Summer Term - April to June
3. The School will open from Sunday to Thursday inclusive every week during term, apart from officially declared public holidays and any other days when closure is considered advisable by the Governors, or by the Headmaster. The hours for attendance will be a minimum of four per day on the above days with starting and finishing times decided by the Governors.
4. The hours for attendance per day may be varied for different age groups or for reasons considered expedient by the Governors. Parents shall be responsible for ensuring that their children arrive at The School on time and are collected promptly after The School has closed.
5. Subject to there being a vacancy, Parents wishing to enrol their child in The English School will be required to complete an application form. The Governors shall have full powers to accept or reject any application without giving any reasons. The making of an application for the placement of a child in The School implies acceptance by the pupil's Parents of these Regulations as they may exist from time to time.

VIII. Existing Pupils: Fees Payable – Notice Periods for Withdrawal.

1. The School will accept pupils on the understanding that they intend to pursue a full course of study on a continuous attendance basis.



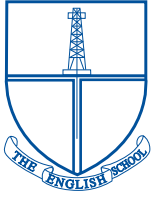
2. Fees are payable within fifteen days of the due date but no later than three working days immediately prior to the start of each Term. Failure to pay fees by the aforementioned deadline may result in a pupil's place being cancelled.
3. Six weeks notice must be given in writing should a pupil not be able to take up an allocated place. Failure to give such notice will render the pupil liable to the loss of the place and the Parents liable for payment of the fees due in lieu of notice.
4. Notice of anticipated absence for a partial Term or for a full Term or additional Terms must be given in writing to ensure that the place is retained and the full fees will be payable within fifteen days of the due date, otherwise the place will be withdrawn and will be available for re-allocation.
5. Advance notice in writing of at least six weeks from the end of term is required for withdrawal of pupils at the end of a Term. A full Term's fees for the subsequent Term will be levied in cases where there is failure to give the required six weeks notice.
6. Fees are payable in advance and are not refundable under any circumstances. Any variation in the fees, their allocation or method of payment will be decided by the Committee in accordance with the requirements of The School and the prevailing Kuwait Government Regulations. Continuation of a pupil at The School in the Term following notification of a variation of fees implies full acceptance by Parents of the revised fees.
7. The Governors reserves the right to request the removal of any pupil in line with Ministry of Education regulations.

IX. School Fees.

1. Once The School has given written notification that a place has been allocated for the entry of a new pupil, a confirmatory deposit is payable. With effect from September 2005, this deposit will be credited to the family account at the end of the last term in the school. Failure to pay this deposit within two weeks of notification could result in the place being offered to another candidate.
2. If the place is not taken up during the term notified but is required to be held for late commencement or for commencement of a subsequent term, the full fees due must be paid in advance.

X. Health Requirements.

1. As a general preventive medical measure, The School will arrange for the periodic screening of all pupils by The School nurse who will examine each pupil's general appearance, height, weight, sight and dentition. The nurse will also check for indications of infection and infestation and, if apparent, advise parents accordingly. Any Parent objecting to this examination must do so in writing and must provide at the time an appropriate medical certificate from the pupil's own doctor.
2. Notwithstanding the provisions of the previous paragraph, the Headmaster has the right to call in a doctor to examine any pupil attending The School. The Headmaster may require the pupil not to attend The School until he or she has been examined and a report submitted by an appropriate specialist.



3. If the Headmaster considers that a pupil is not fit enough to attend The School, then the right is reserved to send the pupil home with request that he or she does not attend The School again until a medical clearance certificate is presented.

XI. Finance.

1. The Governors shall agree the on the bank or banks to be used by The School.
2. The Governors shall appoint from amongst their number the mandated signatories on all cheques, instruments etc. There shall be not less than two signatories on all Bank Accounts. These shall normally be the Treasurer and one other Governor.
3. Annual Budgets for income and expenditure for each financial year shall be approved by the Governors.
4. The Governors shall approve all capital expenditure above an agreed amount.
5. Monies not required for immediate use shall be invested in secure financial instruments as recommended by the Treasurer on the advice of the Bursar and agreed by the Governors.
6. Arrangements for the School's insurance in all its forms shall be reviewed annually.
7. Auditor's financial statements shall be prepared and presented to the Governors and Sponsor within three months of the end of the Financial Year.

Enacted by The Sponsor on 1st November 2004

Updated 2nd October 2007

[signature and seal]