

# Terms and Conditions

## Standard Terms and Conditions

We believe that these standard Terms and Conditions reflect the customs and practice of independent schools in the UK. The rules about change and about notice and Fees in lieu of notice and the other rules set out below are provided in good faith. They are intended to promote stability and enable forward planning by, and the proper resourcing and development of, the School. They also help to protect parents from increases in Fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing in advance by the Head of School personally. Nothing in these Terms and Conditions affects the statutory rights of parents. The School may make changes to these Terms and Conditions from time to time and amended Terms and Conditions will be published on the School Website.

### 1. Definitions

(a) In these Terms and Conditions:

"Acceptance Form" means the form provided by the School for parents or carers to complete when accepting a place for their Child at the School.

"Capital Development Fund" means the sum set out in the Tuition Fees page on the School website as amended from time to time.

"Child" means a Child of whatever age admitted by the School to be educated.

"Deposit" means the sum set out in the Tuition Fees page on the School website as amended from time to time.

"Fees" means the fees set out in the Tuition Fees page on the School website as amended from time to time.

"Full term's notice" means written notice given no later than the final day of the term immediately preceding the full term before the withdrawal of a Child from the School. For example, if a Parent wishes to withdraw his/her Child at the start of the academic year in September 2016, the Parent must give written notice of this by 24 March 2016 being the last day of the Spring Term.

"Head of School" means the person appointed to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated.

"Grievance Procedure" is the School's procedure for handling complaints from Parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School.

"School day" means any part or whole of a day when the School is in session.

"School Rules" means the rules of the School (or Règlements Intérieurs) as published on the School Website and provided to each Child on entry, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School.

"School Website" means the website whose URL is <http://www.ecole-ifa.com/>.

"Term" means a marking period of the School as notified to parents from time to time.

"Terms and Conditions" means these terms and conditions as amended from time to time.

"We", "Our", "Us" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires.

"You" or the "parents" means any person who has signed the Acceptance Form and/or who has accepted responsibility for a Child's attendance at the School, as parent or carer of a Child or a person who with the School's written consent replaces a person who has signed the Acceptance Form and "your" shall be construed accordingly. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions.

(b) The Acceptance Form, the Tuition Fees, the School Rules, the Grievance Procedure are expressly

incorporated into, and together with these Terms and Conditions, form the terms of a binding contract between You and L'Ecole Internationale Franco-Anglaise Limited (company registration number 07302928). It is not intended that the terms of this contract shall be enforceable by your Child or by any other third party who is not a party to it.

## **2. Acceptance and Deposit**

- (a) An offer of a place for your Child at the School is accepted by You when You submit the Acceptance Form and pay the Deposit.
- (b) The Deposit is held and refunded without interest when a Child leaves the School provided that a Full term's notice of withdrawal has been given to the Head of School.
- (c) Following reasonable attempts by the School to refund a Deposit pursuant to paragraph 2(b) above, any Deposit that remains unclaimed one year after a Child leaves the School may be applied towards the capital development of the School.
- (d) If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance Form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement. The School reserves the right to retain a charge of £350 (Administration Fee) which represents a genuine pre-estimate of the administrative cost to the School arising from processing an application until it is accepted. The Administration Fee will be deducted from the Deposit held.

## **3. School Fees**

- (a) All the costs incurred in the usual course of the education by the School of your Child, including the provision of any necessary educational materials and as outlined in the Fees, shall be included in the Fees unless otherwise specified by the School.
- (b) Any activities outside the core curriculum, such as after-school clubs, private music lessons, sports and field, educational or residential trips and visits in which You agree in advance your Child may participate shall be deemed to be supplemental to items included in the Fees and charged for accordingly (see also para.3(h) below). In particular, although without limitation, all public examination charges, as the case may be, and any additional charges incurred by the School in providing for the special educational needs of your Child shall be charged as supplemental to the Fees.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the Fees due and any supplemental charges due, unless the School has agreed in writing in advance to look exclusively to any other person for payment of the Fees. Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a full term's notice provided they have obtained the prior written consent of both the School and the remaining parent. The School reserves the right to refuse a payment from a third party. All such payments are accepted in good faith.
- (d) Each invoice must be paid in full in accordance with the terms of the invoice.
- (e) We reserve the right to refuse your Child to attend the School and/or to withhold any references and/or school reports and/or *exeat* while Fees remain unpaid. We may charge interest at the rate of 5 per cent above the base rate for the time being of the School's bank on any sum overdue from the date that sum became due and owing to the School until repayment in full or judgment whichever is the earlier. You hereby consent to us informing any other school or educational establishment to which You propose to send your Child of any outstanding fees. The School will levy an administration charge of £50 for dishonoured cheques. The School reserves the right to recover from You in full its reasonable legal fees and associated costs and expenses incurred by it in the recovery (or attempted recovery) from You of any late or non-payment by You of Fees or additional charges.

- (f) The Fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable.
- (g) Fees and any prepaid supplemental charges will not be reduced as a result of absence due to long illness or otherwise, or your Child is temporary or permanently expelled from the School. In the event that your Child takes study leave at home before or during public examinations, as the case may be, or stays at home following those examinations, no reduction of Fees will be made in respect of such periods spent at home.
- (h) All extra-curricular activities including the *garderie* and homework clubs are optional and will be charged separately. We reserve the right to refuse any students attending such clubs whilst the club and/or *garderie* fees remain due. Any Child in *Maternelle* or Junior School not collected after 15h30 will automatically be registered in the *garderie* or homework club, as the case may be. Any Child in *Senior* School not collected after 16h30 will automatically be registered in the homework club. Parents will be charged the then applicable daily fee due upon collection of his/her Child.
- (i) If You wish to register your Child for a place at the School during the School year, You will be asked to pay the pre-registration fee, the Deposit, the Capital Development Fee and the full term tuition Fees including the termly lunch fee immediately on acceptance of a place. Only once you have paid the Deposit, all Fees and any other fees and costs specified in this paragraph will your Child's place at the School be secured following which they shall be permitted to attend School.

#### **4. Notice Requirements**

- (a) If You wish to withdraw your Child from the School, You shall either give a Full term's written notice to the School to that effect or shall pay to the School one entire term's Fees and the lunch fees in lieu of notice at the same rate as would have been charged for the entire term, and whether or not the place can be filled or the reason for withdrawing your Child.
- (b) In the case of (a) above, where notice is not given the appropriate sum in lieu of notice will immediately become due and owing to the School as a debt on which interest is chargeable pursuant to paragraph 3(e) above.
- (c) Parents whose children are registered with the School will be requested to confirm whether they wish their Child to remain for the next academic year. Re-registration of your Child will take place in January/February each year by replying through return email to the School Secretary when invited to do so.

#### **5. School Rules**

- (a) It is a condition of remaining at the School that your Child complies with the School Rules as amended from time to time. In particular You undertake to ensure that your Child attends School punctually and that your Child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School reserves the right to search all property on the School premises. This policy is adopted with the aim of safeguarding the health and safety of all students and staff.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your Child's e-communication and internet use for the purpose of ensuring compliance with the School Rules.

#### **6. La Charte relating to Student Transfers between the French "Homologués" London Schools**

- (a) An agreement (the "Charter") between French schools in London which are accredited by the Éducation Nationale ("Homologué") regulates the transfer of students between such schools. It guarantees students the possibility to continue their French education in London until the end of their school studies (end of *Terminale*). This means that the CFBL, for instance, must give priority to students who transfer from a London *homologué* school at the end of the schooling offered by the transferring school (subject to the CFBL admission criteria and availability of places) over other students.

- (b) However, it also means that whilst parents are free to choose the first school in which their Child will attend, parents cannot transfer their Child from one *homologué* school to another for the duration of the schooling offer of the first school, without the prior consent of the head teachers of both schools concerned.

## **7. Disciplinary Procedures**

- (a) The Head of School may at her discretion require You to remove or may suspend or, in serious or persistent cases, expel your Child from the School if she considers that your Child's attendance, progress or behaviour (including behaviour outside the School) is unsatisfactory and in the reasonable opinion of the Head of School the removal is in the School's best interests or those of your Child or other Children.
- (b) The Head of School may at her discretion exclude You from the School premises or require You to remove or may suspend or, in serious or persistent cases, expel your Child if the behaviour of You or either of You is, in the opinion of the Head of School, unreasonable and affects or is likely to affect adversely the Child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head of School exercise her rights under Clause 7(a) or 7(b) above You will not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable). However, in such circumstances Fees in lieu of notice will not be payable and any balance of prepaid fees, as the case may be, will be refunded.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head of School may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the student's record at the School may be taken into account.
- (e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 7. The review of serious disciplinary matters is governed by the Grievance Procedure.

## **8. The School's Obligations**

- (a) While your Child remains a student of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your Child is participating in activities organised by the School.
- (b) In order to fulfill our obligations, we need your cooperation, in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your Child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which may affect your Child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your Child's interests so require or necessitate.
- (c) In accordance with the law, we will not subject your Child to corporal punishment. We will not subject your Child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your Child). Unless You notify us to the contrary, You hereby consent to your Child participating, under proper supervision, in contact sports and in other sports and activities as part of the normal School and extra-curriculum programme and which You acknowledge may entail some risk of physical injury which cannot be eliminated.
- (d) If your Child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact You we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (e) Our School Rules and Policies describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything

of particular concern to You contained in the School Rules or a Policy, as it may be that recent changes are not reflected in the current version.

- (f) We shall monitor your Child's progress at the School and produce regular written reports. We shall advise You if we have any concern about your Child's progress but we do not undertake to diagnose special educational needs, for example, dyslexia or other specific conditions. We reserve the right to have a specialist doctor observe your Child during school time and we will inform You of the same when such observation has occurred. A formal assessment can be arranged either by You or by the School at your expense. You may be asked to withdraw your Child without being charged Fees in lieu of notice if in the opinion of the Head of School, the School cannot provide adequately for your Child's special educational needs.

## **9. The Parents' Obligations**

- (a) It is a condition of your Child joining the School that You complete and submit to the School a medical questionnaire in respect of your Child. You undertake to inform the School of any known health or medical condition, disability or allergy, any history of a learning difficulty on the part of your Child (or any member of their immediate family), that your Child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your Child to others or presented to your Child by others or by reason of a virus, pandemic, epidemic or other health risk, You undertake to keep your Child at home for at least 48 hours from their first symptoms and not permit him/her to return to the School until such time as the health risk has been averted.
- (b) You undertake to inform the School immediately of any family circumstances or court order which might affect your Child's welfare or happiness, or any concerns about your Child's safety and/or of any situations where special arrangements may be needed in relation to your Child.
- (c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- (d) The Head of School must be informed in writing of any reason for your Child's absence from School. Wherever possible the School's prior written consent should be sought for absence from the School. By law, parents whose children are of compulsory school age (5 to 16) and registered at school are responsible for ensuring that their children attend school regularly. If they fail to do this they may be guilty of an offence and can be given a penalty notice or prosecuted under section 444 of the Education Act 1996.

Parents undertake to ensure that their Child attends School punctually. As explained in its Attendance and Absence Policy, the School is required in some cases under the Education (Penalty Notices) (England) Regulations 2007, as amended, to report unauthorised absences to Westminster Council's Children Service. Parents may be fined and required to pay Westminster Council a penalty.

In addition, no leave of absence will be granted by the Head of School in cases in which parents take their Child on holiday in term time and the School reserves the right to fine parents for doing so.

- (e) We cannot accept any responsibility for the welfare of your Child while off the School premises unless he/she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- (f) If You have cause for concern as to a matter of safety, care, discipline or progress of your Child You must inform the School without delay. Complaints should be made in accordance with the School's Grievance Procedure.

## **10. Insurance**

- (a) Unless negligent, the School does not accept responsibility or liability for accidental injury or other loss caused to a Child or any parents or for loss or damage to property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of a Child's personal property whilst at the School or on the way to or from School or on any School sponsored activity away from the School. The School is not the agent of

the parents for any purposes related to insurance.

- (b) Students are responsible for the security and safe use of all personal property (including without limitation any sports or other kit or equipment used whilst on School premises) and they or their parents are responsible for ensuring that all such property is clearly marked with the owner's name.
- (c) You must make your own insurance arrangements if You require cover for your Child's person or property while at School.

## **11. Confidentiality and References**

- (a) You consent to Us supplying information and a reference in respect of your Child to any educational institution to which You formally require us to provide a reference about your Child. Any reference supplied by Us shall be confidential. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss You or your Child is alleged to have suffered resulting from opinions reasonably given or correct statements of fact contained in any reference or report given by us.
- (b) You consent to Us providing references that may contain information relating to the reason for your Child leaving the School in the case of expulsion, exclusion or suspension. Any reference supplied by Us shall be confidential.

## **12. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in your Child. The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("Intellectual Property Rights") arising as a result of the actions or work of the Child in conjunction with the School or any member of staff of the School or other Child for a purpose associated with the School. The School will acknowledge the Child's role in the creation and/or development of any Intellectual Property Rights.

## **13. Changes in Ownership etc**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign or transfer the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform all parents in relation to such changes.

## **14. Termination**

- (a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or Fees paid to You if You are in breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these Terms and Conditions).
- (b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other party: (i) in your case is unable to pay its debts or is declared bankrupt; or (ii) in the School's case becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this agreement shall terminate at the end of your Child's schooling at the School.

## **15. Force Majeure**

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt any strikes, other industrial disputes, act of God including volcano eruption and ash clouds, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or

direction (including that of a local authority), accident, fire, flood, storm, snow storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give You notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify You of the steps it shall take to ensure performance of the agreement.

## **16. Communications**

- (a) All notices required to be given under these Terms and Conditions must be given in writing. You undertake immediately to notify the School of any change of address or home telephone number of any person who has signed the Acceptance Form or of any change to the emergency telephone number provided to the School. Communications (including notices) will be sent by the School to the address shown in its records. Notices that You are required to give under these Terms and Conditions must be addressed to the Head of School and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.
- (b) The Head of School needs to be aware of any matters that are relevant to the student's security and safety. The Head of School must therefore be notified in writing immediately of any court orders or situations of risk in relation to a student for whom any special safety precautions may be needed.
- (c) The Head of School must be notified in writing immediately if a student will be residing other than with a person who has parental responsibility.
- (d) When both parents will be absent from the student's home for a 24-hour period or longer, the School requires, in writing, the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated in loco parentis.

## **17. Data Protection**

- (a) The School holds information about you and your Child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in filing systems.
- (b) The School processes (which includes obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties) information about You and your Child in order to safeguard and promote the welfare of your Child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. This might include, for example, the School keeping details of medical conditions from which your Child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from You or from third parties such as credit reference agencies.
- (c) The School may process different types of information about your Child for the purposes set out above. That information may include:
  - medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your Child;
  - personal details such as home address, date of birth and next of kin;
  - information concerning your Child's performance at School, including discipline record, school reports

and examination reports;

- financial information including information about the payment of Fees at the School or any other school.
- (d) Where in the reasonable opinion of the School it is deemed necessary we may share information with certain third parties and will do so in accordance with our obligations under the Data Protection Act 1998.
- (e) By agreeing to these terms and conditions on behalf of yourselves and so far as You are able on behalf of your Child, you authorise the School to process personal information, including the information referred to in this clause, as is deemed necessary for the legitimate purposes of the School.
- (f) Students of the School, if of sufficient maturity and understanding to comprehend their rights under the Data Protection Act 1998 and the nature and impact of the consent sought, have certain legal rights which the School must observe. This includes the right of a student to refuse to provide consent for their information to be processed, or the right to prevent the information being disclosed to the student's parents. If a conflict of interest arises between the parents and students, the rights of, and duties owed to, students will in most cases take precedence over the rights of, and duties owed to, the parents.

## **18. Interpretation**

Headings in these Terms and Conditions are for ease of reference only and do not form part of these Terms and Conditions.

## **19. Entire Agreement**

- (a) The contract between You and the School constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract as aforesaid. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the contract.

## **20. Jurisdiction and Governing Law**

The contract between You and the School is governed by English Law and subject to the courts of England. The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **21. Variations**

We reserve the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School.

November 2015