



# ST JOHN'S

INTERNATIONAL SCHOOL

## TERMS & CONDITIONS

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# 1 TERMS AND CONDITIONS

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The online version of the Terms and Conditions will always be the current version. The Appendix contains the definitions of key terminology used in this document.

## 2 ACCEPTANCE

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**New Students:** The Application Form will only be considered valid if:

- a. It is signed by a Parent/ Guardian;
- b. The Application Fee has been paid;
- c. The documents requested on the Application Form are included or date of future receipt agreed with the Admissions Department.

**Returning Students:** Use our online Re-Enrolment Form and accept the Terms and Conditions, to validate the Re-Enrolment Form. On receipt of the Signed Re-Enrolment Form, a place is offered for your child.

## 3 SCHOOL FEES

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- (a) By signing the Application Form/Re-Enrolment Form, you are (re)enrolling a student for a particular school year and You agree to pay the applicable Tuition Fees. The Tuition Fee is specified in the Application or Re-Enrolment Form and on the School's website. The full Tuition Fee is payable within 30 days of the invoice date. The Tuition Fee covers all curricular activities that are a compulsory element in the student's learning programme. Interest and other charges may be levied in the event of late payment. The School reviews the Tuition Fees on an annual basis and reserves the right to modify the Tuition Fees accordingly. The modification of the Tuition Fees shall be published on the School's website and You will be notified in writing.
- (b) Additional services offered by the School are not included in the Tuition Fees. They are subject to Additional Fees and invoiced separately. They include, but are not limited to, the bus service, co-curricular field trips, private music lessons, extra and/or co-curricular activities programme, lunch service, speech therapy, occupational therapy and tutoring.
- (c) Each person who has signed the Application / Re-Enrolment Form is liable for the whole of the Application Fees and Fees due. The persons who have signed the Application Form / Re-Enrolment Form remain liable to the School for the whole of the Application Fees and Fees, unless the School has agreed in writing to look exclusively to any other person or organisation for payment of the Fees or any part of them. Nevertheless, You remain jointly and severally liable for the full payment of all invoices of the School.
- (d) All late payments are subject to interest on the unpaid sum at a rate of ten percent (10%) per annum. Late payment interest on the unpaid sum begin to accrue on the date the payment is due and continues to accrue monthly until the date the payment, including the unpaid sum, interest and other charges and costs (if any) incurred by the School following this late payment (such as

but not limited to administrative costs and legal fees), is paid in full. The application of late payment interest provided for in this article shall be in addition to any other remedies available to the School under the Agreement or otherwise. In the case of a late payment exceeding thirty days from the date of sending You the first reminder to remit the amounts due, the School is empowered, at its sole discretion to:

- Terminate the Agreement with immediate effect and to claim damages;
- Suspend a student from classes, withhold a student's graduation, prevent a student from sitting examinations, hold back any school records such as but not limited to a student's report cards, transcripts and any other information or documents that the School may possess. The above actions shall not reduce the debt in any way;
- Charge an administrative cost of €15 for every reminder sent; and/or
- Inform any other educational establishment, to which You propose to send the student, of the outstanding debt towards the School.

(e) Fees will not be reduced as a result of absence due to illness or otherwise (including but not limited to absence following an expulsion or suspension). If your child takes study leave at home before or during public examinations or stays at home following those examinations, there is equally no reduction of fees.

(f) The Application Fee covers the costs of the Admissions Department processing the initial application. It is non-refundable whether the application is successful or not.

(g) New students - If the School is not notified by You in writing of the cancellation of the enrolment of a new student at least three months prior to such student starting at the School, a fixed indemnity of 10% of the Tuition Fees shall be due by You.

(h) Current students –

(i) Departure/withdrawal prior to the start of the new school year

Once the Re-Enrolment Form is signed by You and You wish to withdraw the student for the following school year prior to the start date thereof, You must notify the School in writing before the 1<sup>st</sup> of June. Notification to cancel the re-enrolment received by the Business Manager as from the 1<sup>st</sup> of June onwards and prior to the start of the school year in August shall result in a fixed indemnity of 10% of the Tuition Fees.

(ii) Departure/withdrawal during the school year

The School must be notified in writing of the departure or withdrawal of a Student during the school year as soon as possible and at least three months prior to the departure or withdrawal date. In the event of a departure or withdrawal of a Student during the school year, the School shall reimburse the Fees paid in accordance with the following scheme:

- A departure or withdrawal during or by the end of the first Semester of the school year shall entitle You to a reimbursement of 25% of the annual Tuition Fee if a departure or withdrawal notice is received by the School on or prior to October 15<sup>th</sup> of the school year;
- For a departure or withdrawal during or by the end of the first Semester of the school year, if notice is received by the School after October 15<sup>th</sup> of the school year: You are not entitled to any reimbursement of the annual Tuition Fees;

- A departure or withdrawal during the second Semester of the school year: You are not entitled to any reimbursement of the annual Tuition Fees.

- (i) Notification in accordance with article 3 (g) or (h) can be addressed to the Business Manager. E-mail notification is acceptable for such purposes.
- (j) All Application Fees and Fees charged are exclusive of any VAT, similar taxes, duties, or similar charges, direct or indirect, which may be levied, if required by law.
- (k) Without prejudice to the provisions of article 3(h) hereof, You accept that all fees (including, but not limited to the Tuition Fees) are non-refundable. We will use all reasonable efforts to provide alternative teaching, including remote learning, if the School is required to temporarily close due to circumstances outside the School's control.

## 4 SCHOOL RULES

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- (a) It is a condition that your child complies with the most current School Rules. 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 issued by the School.
- (b) The School reserves the right to search all property on the School premises in accordance with Belgian law. This policy is adopted with the aim of safeguarding the health and safety of students.
- (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. ICT rules are issued at the start of the school-year directly to Parents/Guardians.

## 5 DISCIPLINARY PROCEDURES

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- (a) The review of serious disciplinary matters is governed by the Complaints Procedure.
- (b) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and indeed 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.
- (c) The Head of School, at his/her discretion, may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is in the School's best interests, or those of your child, or other children.
- (d) The Head of School may at his/her discretion exclude You from the campus or require You to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of either of the parents/guardians 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.

- (e) Should the Head of School exercise this right, You will not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable).
- (f) The School will act in a way that is reasonable in all the circumstances when taking decisions.

## 6 THE SCHOOL'S OBLIGATIONS

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- (a) While your child remains a student of the School, the School undertakes to act in *loco parentis* 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 accordance with the law, the School 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, an immediate danger to property or another person. Unless You notify us to the contrary, You consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (c) If your child requires urgent medical attention while under the School's care, the School will attempt to obtain your prior consent. However, should the School be unable to contact You, the School is authorized to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (d) The School publications describe the broad principles on which the School is presently run and is correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and the School reserves the right to do so.
- (e) We shall monitor your child's progress at the School and produce regular written reports. The School shall advise You if We have any concern about your child's progress, but the School does not undertake to diagnose special educational needs, for example, dyslexia or other specific conditions. 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, if in the opinion of the Head of School, the School cannot provide adequately for your child's special educational needs.

## 7 THE PARENTS' OR GUARDIANS' OBLIGATIONS

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- (a) It is a condition of your child's 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 health or medical condition, disability or allergy 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 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 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 Application / Re-Enrolment Form as having been given on behalf of both or all such persons.
- (d) The School expects full attendance during the school year. The Principal's prior consent should be sought for absence from the School. After two days' medical absence, a doctor's note is required.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises and before or after the end of the School day 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.
- (g) In the case of students receiving any type of Additional Learning Support, the School has the right to terminate the enrolment without any recourse to the courts and without any compensation in the following instances:
- The Parents/Guardians fail to disclose information relevant to learning and emotional issues that affect the learning abilities of the student;
  - The Parents/Guardians fail to collaborate in following up the recommendations of the School (i.e. assessments/counselling, additional therapies);
  - The School considers it is no longer able to meet the student's needs.
- In each of the aforementioned cases the decision to terminate the enrolment is taken by the Head of School after having received advice from the School Principal and therapists / specialists where appropriate, as well as the Parents/Guardians. The School will inform the Parents/Guardians in writing providing a notice of not less than 3 months.
- (h) In order to fulfil Our obligations, the School needs your cooperation, in particular by: fulfilling your own obligations under the Terms and Conditions. These include but are not limited to:
- Encouraging your child in his or her studies;
  - Giving appropriate support at home;
  - Keeping the School informed of matters which affect your child;
  - Maintaining a courteous and constructive relationship with School staff;
  - Attending meetings and maintaining contact with the School concerning your child's interests.
- (i) The School expects Parents / Guardians to behave in a reasonable way towards its staff. The following are examples of behaviour that are considered serious and unacceptable that will not be tolerated by the School. This list aims to provide illustration of such behaviour and is therefore not exhaustive:

- Actual or threatened physical assault on staff;
- Psychological abuse of staff;
- Verbal abuse, which includes shouting, swearing and gestures;
- Written abuse against a staff member or the School through emails or social media;
- Threats against employees;
- Physical intimidation of staff, e.g. standing very close;
- Racist or sexist comments;
- Breaking the School's security procedures.

## 8 INSURANCE

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The School's insurance policy only covers the students' general liability to third parties (students / other persons) when they are under the School's supervision and personal accidents of the students who participate in any school-activities (including summer camps and summer school).

## 9 CONFIDENTIALITY AND REFERENCES

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- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which You propose your child may attend. 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, the School cannot be liable for any loss You are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to our providing references that may contain information relating to the reason for your child's leaving the School in the case of expulsion. Any reference supplied by us shall be confidential.

## 10 CHANGES IN OWNERSHIP

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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 the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate the School will inform all Parents/Guardians in relation to such changes.

## 11 TERMINATION

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- (a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without recourse to the Court, and without any obligation to return any deposit or fees paid to You if You are in material 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 (in your case) is unable to pay its debts or is declared bankrupt or (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 St. John's, once all fees are paid up, either upon the student's departure or at the end of a school year.

## 12 FORCE MAJEURE

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- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (this includes strikes, other industrial disputes, "act of God", war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or local authority direction, accident, fire, flood, 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 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 minimize the effect of the "force majeure", the School will have no liability in respect of the performance of its obligations. During such circumstances, the School shall use its best endeavours to provide alternative teaching, including remote learning.
- (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.

## 13 COMMUNICATIONS

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All notices required to be given under these Terms and Conditions must be given in writing including e-mail. You undertake to notify the School of any change of address of any person who has signed the Applications Form / Re-Enrolment Form. 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 Admissions Office and sent to the School's address.

## 14 SCHOOL PROPERTY LENT

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- (a) From time to time the school may lend equipment for a student's exclusive use whilst a student is at St. John's, or for a shorter period where specified. Such equipment may include but not be limited to Netbooks, Computers, School Lockers, Sports Equipment, Calculators and will remain the property of the School. Such equipment can be used in and outside of school.
- (b) The equipment is your full responsibility at all times in regards to loss, theft or damage and you will be liable and invoiced for the costs of repairs and / or replacement.

## 15 DATA PROTECTION AND PORTRAIT RIGHT

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By providing information requested to the School, You agree that the School holds personal data about You and/or the student you enroll. You confirm that the School may process this information for administrative, operational, informational purposes, and/or for the purposes of sending marketing communication, and information of commercial and advertising nature. The School may transfer the information within or outside the European Union in relation to the School's activities and amongst others its affiliates in the United Kingdom or elsewhere. You agree that the School may send this information to third parties only for the aforementioned purposes and that You can be contacted by the School, or by third parties authorised by the School for these purposes. Personal data is not otherwise made publicly available. Abovementioned consent is provided for an unlimited duration and until it is revoked by You in writing or until the purposes of the processing are achieved. You may request the School that the personal data about You and/or the student you enroll is modified or supplemented.

You herewith grant the School and its affiliates , within or outside the European Union, the unlimited right and permission to take, use, re-use, publish, and re-publish photographic portraits, videos or pictures of the student you enrolled in the School or in which such student may be included, in whole or in part, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium, and this for any commercial or non-commercial purposes in all and any media, including, without limitation, in the School's printed publications, presentations, promotional materials, in the advertising of the School's services or on the School's website. You hereby waive any right that You or such student may have to inspect or approve the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied. You will be given the option to opt out at point of enrolment.

## 16 JURISDICTION AND GOVERNING LAW

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The contract between You and the School is governed by Belgian Law. You agree with us to submit to the exclusive jurisdiction of the Nivelles courts.

## 17 VARIATIONS

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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. The School will send You notice of any such modifications prior to the end of the penultimate quarter before the modifications are to take effect.

## APPENDIX I

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### Definitions

**Additional Fees:** Fees that may be charged for goods and services other than the Tuition Fees and the Application Fees.

**Additional Learning Support:** Extra services such as but not restricted to, speech therapy, occupational therapy, tutoring, psychological assessment.

**Application Fees:** Fees required when Parents/Guardians are submitting an Application Form.

**Application Form / Re-Enrolment Form:** Form provided by the School for parents/guardians to complete when applying or re-enrolling for a place for their child at the School.

**Campus Development Fee:** Fee that is paid by every new student at the time of their first Tuition Fee invoice.

**Complaints Procedure:** Procedure for handling complaints from parents or guardians, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School.

**Contract:** These Terms and Conditions form the terms of a contract between You and St. John's International School ASBL and constitute the entire agreement between the parties.

**Head of School:** The person responsible for the day-to-day operations of the School, including anyone to whom such duties have been duly delegated.

**Fees:** refers to both Tuition Fees and Additional Fees.

**Our:** St. John's International School ASBL or its duly authorized representative.

**Parents/Guardians:** Each person who has signed the Application Form or Re-Enrolment Form, or a person who with the School's written consent replaces the signatory to the requisite Forms.

**Principal:** The person responsible for the day-to-day operations of a School Section.

**School:** St. John's International School ASBL or its duly authorised representative.

**School Day:** Any part or whole of a day when the School is in session.

**School Rules:** Rules of the School as provided in the Parent/School Handbook for each School Section. The online version will always be the current version and You will be notified of any substantive new changes.

**School Section:** Primary School, Middle / High School.

**Semester:** Comprises approximately half of the school year. (Late August to mid-January.

**Tuition Fees:** Fees charged for educational instruction by the School and excludes Campus Development Fee.

**We:** St. John's International School ASBL or its duly authorized representative.

**You:** Each person who has signed the Application Form / Re-Enrolment Form, or a person who with the School's written consent replaces the signatory to the requisite Forms.