

## **A. INTRODUCTION**

### **1. These Terms and Conditions**

reflect the custom and practice of independent schools for many generations and together with the Letter of Offer and Acceptance Form they form the basis of a legal contract for educational services. The rules about change, notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of Lifeforte International High School. They help also to protect parents from increases in fees and liabilities caused by the defaults of others. Except in relation to fees any waiver is effective only if given in writing by the Chief Executive Officer personally. Nothing in these standard terms and conditions affects the statutory rights of parents or pupils.

**2. Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out **at Sections H and I** below.

**3. Managing Change:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each year, and there will be reasonable increases from time to time. If the ownership or legal status of the School changes, the School's rights and obligations under these standard terms and conditions will be deemed assigned to the new entity. Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect

the school community as a whole.

## **B. TERMINOLOGY**

**1. “The School”/“We”/“Us”** means Lifeforte International High School acting by its Governing Body as now or in the future constituted, including the divisions of the School. It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete the Upper Sixth year.

**2. “The Head”** is the person (Chief Executive Officer) appointed by the Governing Body to be responsible for the day-to-day running of the School and that expression includes the Principal and those to whom any duties of the Head or of the Governing Body have been responsibly delegated.

**3. “The Parents”/“You”** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child’s attendance at this School. Parents are legally responsible, individually and jointly, for complying with

their obligations under these Terms and Conditions. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the pupil’s education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

**4. Parental Responsibility:** Those who have “parental responsibility” (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

**5. “The Pupil”** is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with Nigerian custom.

**6. Our Aims:** The School aims to strike the balance between academic and practical work, physical education, spiritual and moral development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The school is a private self-regulating community, which respects the human rights of pupils and their parents, who in turn accept that the School's lawful policies, disciplines and rules must sometimes take precedence over the wishes of individuals. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

### **C. Admission and Entry to the School**

**1. Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been

completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** occurs on the date when a pupil attends the School for the first time under this contract.

**2. Equal Treatment:** The School is a mainstream boarding school for boys and girls aged from 10 - 18 years. The School has a Christian ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected.

**3. Offer of a Place:** If in due course, a place is offered a non-refundable fee (**"Acceptance Fee"**) will be payable when Parents accept the offer of a place.

**4. Immigration:** Parents must inform the Head when returning

a completed Registration Form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. Where a child is sponsored by the School for immigration purposes the Parents shall permit the School to take and retain copies of the child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the Federal Republic of Nigeria and to study at this School.

#### **D. Pastoral Care**

**1. Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the School community.

**2. Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least and

beyond the standard required by law in the particular circumstances. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.

**3. Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil, or any education issue or other matter connected to the School must be notified to the School as soon as practicable.

**4. Pupil's Rights:** The Pupil, if he or she is of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with either natural or adoptive parents. If a conflict of interests arises between a Parent/s and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take

precedence over the rights of, and duties owed to, the Parent/s.

**5. Head's Authority:** The Parents authorize the Head while in loco parentis to take and/or authorize in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.

**6. Ethos:** The ethos of this School is to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimization and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School.

**7. Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in

distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and co-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

**8. Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil; any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family; or any disability, special educational need or any behavioural, emotional, family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of parent/s of

pupil awarded a bursary by the School.

**9. Confidentiality:** The Parents authorize the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use for the purpose of ensuring compliance with the School Rules.

**10. Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom

any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.

**11. Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School throughout the duration of a term or, extended term but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules and we are not legally entitled to do so in the case of a pupil aged 16 years or over.

**12. Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any

communication from the School to any such person as having been made to each of them.

**13. Education Guardians:** A pupil of any age whose Parents are resident outside the Federal Republic of Nigeria must have an education guardian in Nigeria who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during half term or the holidays for pupils whose Parents are resident abroad and the Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents.

**14. School Publications:** From time to time the School will issue press releases and publications will be produced to include newsletters, marketing material, web sites. Such publications may include images of pupils.

Consent for a pupil's image and name to be used by the School will be deemed to have been given unless parents write to the Head stating that they do not wish the image of their child to appear in any school publication.

**15. Transport:** The Parents consent to the Pupil travelling in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

**16. Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property and parents are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment onto school premises which runs off mains electricity without the prior written permission of the Head. Sixth form pupils in particular are responsible for the security and safety of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports

equipment, and for property lent to them by the School.

**17. Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School sponsored activity away from School premises. The school is not the agent of the parents for any purpose related to insurance.

**18. Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

## **E Health and Medical Matters**

**1. Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or

sporting activities, or has been in contact with infectious diseases.

**2. Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgment in the interests of the child and/or the School. If the Pupil is of sufficient age and maturity they are entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community. All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.

**3. Medical Information:** Throughout the Pupil's time as a member of the School, the Chief Medical Director of the school shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School



community. Such information will be given and received on a confidential, “*need-to-know*” basis. Parents must comply with the School Medical Officer’s quarantine regulations as issued from time to time.

**4. Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within Nigeria, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil’s welfare and if the Parents cannot be contacted in time.

## **F Educational Matters**

**1. Our Commitment:** Within the published range of the School’s provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil

and to provide education to at least and beyond the standard required by law in the particular circumstances.

**2. Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Head, is most appropriate to the School community as a whole. Our policy on setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any parent who has specific requirements or concerns about any aspect of their child’s education or progress should contact the Executive Director (Mentoring and Child Support), as soon as possible, or contact the Head in the case of a grave concern.

**3. Progress Reports and References:** The School monitors the progress of each pupil and reports regularly to Parents by means of grades, full

written reports and consultation/parents' meetings. Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides. Duplicate copies will not normally be sent.

**4. Public Examinations:** The School will enter a pupil's name for an examination if the Head is satisfied that such is in the best interests of the pupil. In the exercise of professional judgment, the Head may decline to do so if it is considered that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because

the Pupil has not worked or revised in accordance with advice or instruction from the staff.

**5. School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

**6. Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment. The Parents consent

for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgment, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.

**7. Copyright:** The School reserves sole copyright in any educational, literary, musical, dramatic or artistic work created by the School or by any pupil for a purpose associated with the educational, artistic or cultural life of the School but will otherwise acknowledge the right of the pupil to assert copyright of work of which the pupil is the sole author.

**8. Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. Educational visits abroad will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

## **G Behaviour and Discipline**

**1. School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.

## **2. Conduct and Attendance:**

Lifeforte High School is a Christian School and parents warrant that the pupil will take a full part at a Pentecostal based worship, assembly, church services and fellowships organized by School. Parents warrant that the pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well behaved and will comply with the School Rules about the wearing of uniform and general appearance. We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others.

**3. School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's disciplinary policy which is current at the time

applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

**4. Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and a member of staff designated by the Head to conduct a search of his or her belongings in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action.

**5. Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so

that they can attend a meeting with the Head before a decision is taken in such a case.

**6. Divulging Information:**

Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

**7. Drugs & Alcohol:** The Pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

**8. Terminology:** In these Terms and Conditions "**Suspension**" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending

the outcome of an investigation or a Governors' Review.

"**Withdrawal**" means that the Parents have withdrawn the Pupil from the School.

"**Expulsion**" and "**Removal**" mean that the Pupil has been required to leave ("**asked to leave**") the School permanently in the circumstances described below. "**Released home**" means that the Head has consented to the Pupil being away from School for a specified period of time. "**Exclusion**" means that the Pupil may not return to School until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.

**9. Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head

shall act with procedural fairness in all such cases.

**10. Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Fees for the current or past terms. There will be no charge to fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.

**11. Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School if, after consultation with the Pupil and/or Parent, the Head is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these

circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School.

**12. Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion.

**13. Leaving Status:** The expression "leaving status" refers to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving

status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.

**14. Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the School's complaints procedure; every reasonable complaint shall receive fair and proper consideration and a timely response.

## H Provisions about Notice

**1. Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) a term's written notice given before the first day of term addressed to and received by the Head personally or signed for by the Principal on the Head's behalf. It is expected that Parents will consult with the Head or the person delegated by the Head before giving notice to withdraw the Pupil.

**2. "A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw the Pupil** who has entered the School.

**3. Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head's deputy duly authorised for this purpose.

**4. Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability

to plan its staffing and other resources.

**5. "Cancellation"** means the cancellation of a place at the School which has been accepted by the Parents and which occurs **before the pupil enters the School** or where the Pupil does not enter the School.

**6. Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and 5 years. Nonetheless, the School agrees to limit the Parent's liability to a full term's fees. Cases of serious illness or genuine hardship may receive special consideration on written request.

**7. "Withdrawal"** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without notice required under this contract at any time after the Pupil has

entered the School. Please see clause 12 for details of when entry to the School occurs.

**8. Withdrawal by Parents:** If the Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School.

**9. Prior Consultation:** It is expected that a parent or duly authorized education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.

**10. Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

**11. Termination by the School:** The School may terminate this agreement **on one term's**



**written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal.** The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding).

## **I Fees**

**1. Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: *Registration Fee; Acceptance Fee; Tuition Fees;* and *other charges as set out in the Fee Schedule applicable in the current term and charges arising in respect of educational visits,* and *damage* where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and *late payment charges* if incurred.

**2. Payment:** The Parents undertake to pay the Fees

applicable in each term in respect of each School year directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferral of payment of Fees, Fees for each term are due and payable before the commencement of the School term to which they relate. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. A pupil may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. (Then a term's fees in lieu of notice will be payable). The school is agent only in respect of any goods and services, which are supplied by a third party via the School to pupils or their parents.

**3. Payment of Fees by a Third Party:** An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility)

to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Head. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.

**4. Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or if the School is temporarily closed due to adverse weather conditions or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is

necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents.

**5. Exclusion for Non-Payment:**

The right is reserved on 3 days' written notice to exclude the Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. **A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice** twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the **Provisions about Notice in Section H.**)

**6. Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate

consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at a genuine estimate of the cost of the default to the School. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees.

**7. Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

**8. Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.

**9. Instalment Arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement/s between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

**10. Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any

bursary or other concession is calculated or assessed.

**11. Assisted Places:** An Assisted Place is, in essence, a place at full fees, subject to the discretion of the Head.

**12. Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a Fee increase, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's Fees in lieu of notice.

**13. Information about Fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

**14. Money Laundering:** In some circumstances the School will need to obtain satisfactory

evidence (such as sight of a passport) of the identity of a person who is paying Fees.

## **J. Events beyond the control of the Parties**

**1. Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority) act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

**2. Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those

obligations while the Force Majeure Event continues.

**3. Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 2 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

**4. Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 2 may terminate this agreement by providing at least three working days notice in writing to the other party.

## **K. General Contractual Matters**

**1. Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. We aim to ensure that the School, its

culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

**2. Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

**3. Data Protection:** By signing the Acceptance Form or by agreeing to be bound by these terms and conditions, the Parents on behalf of themselves and so far as they are able to do so on behalf of the Pupil authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School.

**4. Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes

in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Code of Conduct, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons the benefit and burden of this agreement may be assigned freely to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

**5. Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, a change in any physical aspect of the School which would

have a significant effect on their child's education or pastoral care, or a change of ownership.

**6. Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

**7. Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

**8. Jurisdiction:** This contract was made at the School and is governed exclusively by the law

of the Federal Republic of Nigeria and the parties submit to the nonexclusive jurisdiction of the Courts of Nigeria.