



## PARENTS' CONTRACT: TERMS AND CONDITIONS OF ACCEPTANCE

### TERMS AND CONDITIONS

#### 1. Definitions

(a) In these agreement, unless the context otherwise requires, the following definitions apply:

**"Admission Acceptance Fee"** means, in relation to admission in the School, the non-refundable amount of money set by the School that is payable upon acceptance of a firm admission offer by the School;

**"Refundable Deposit"** means the sum of money set by the School which is repayable on demand upon giving the School a Term's Notice prior to the intended date of the Child leaving School or when such Child complete year 6;

**"Child"** means a child of whatever age admitted by as a pupil of the School;

**"Complaints Procedure"** is the School's procedure for handling concerns or complaints regarding pastoral care, safety, educational issues or other matters affecting the School, as amended from time to time. A copy of the procedure is available from the School at any time upon written request and also published on the School's website;

**"Fees"** means the money paid to the School each term to cover tuition and other related costs, which Fees may be amended from time to time at the sole discretion of the School;

**"Head Teacher"** means the person appointed by the Board of Trustees as the superintendent and chief executive officer responsible for the day-to-day management of the School and shall include any person to whom such duties have been duly delegated. The Head Teacher is authorised to take decisions in good faith to safeguard and protect your child's welfare;

**"Behaviour Guidance"** means the policy document established and or amended by the School from time to time that governs the conduct of pupils, parents and employees of the School. The Behaviour Guidance will form part of the admission documents received upon entry/admission into the School and/or provided to parents along with the admission offer letter. It will also be published and available on the School's website. Parents will be given reasonable notice of any amendments on the Behaviour Guidance;

**"Term"** means the period up to and including the first day and last day of the relevant School term;



**"Term's Notice"** means written notice addressed to and received by the Head Teacher on or before the first day of the term preceding the term to which the notice relates;

**"Terms and Conditions"** means these Terms and Conditions together with any variations, modifications or amendments from time to time;

**"We"** or the **"School"** means the legal entity as now and in the future constituted carrying on as the School as identified in Clause I (b) below, or its duly authorised representative, as the context requires; and

**"You"** or the **"parents"** means each person with parental responsibility who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form. Parents are legally responsible, individually and jointly, for fulfilling their obligations under these Terms and Conditions.

**"Including"** shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

**"Force Majeure Event"** means any of the following acts, causes, circumstances or events beyond the reasonable control of either you or the School:

(i) fire, storm, tempest, lightening, earthquake, other exceptional weather conditions and effects, explosions, epidemic, natural disaster, and/or act of God;

(ii) any form of labour dispute, lock-outs, strikes, boycott, riot, civil commotion, insurrection, terrorist or military action of whatever nature and with whatever effect, and/or disorder;

(iii) decree of, refusal or revocation of any approval, license, consent or otherwise, by a relevant authority and/or any negligence, failure and/or delay in acting, approving, supplying and/or completing by a Government authority;

(iv) any other act, cause, circumstance or event that materially adversely affects the performance of the Terms and/or Conditions of this Agreement by a party and/or the business or financial condition of the School.

- (b) The Acceptance Form, the Admission Acceptance Fee, the Behaviour Guidance, the Complaints Procedure and these Terms and Conditions form the terms of contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party. Documents and Policies referred to throughout these Terms and Conditions are accessible on the School's website.

## 1.1 Interpretation

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (b) words importing the masculine or feminine gender (as the case may be) and words importing the masculine gender shall include the feminine gender and vice versa.



## 2. Admission Acceptance Fee: Non-Refundable and Refundable Deposit

- (a) An offer of a place for your Child at the School is confirmed by your acceptance in writing and submission of the duly completed Acceptance Form together with receipt of full payment of the Admission Acceptance Fee, Non-Refundable Fee and Refundable Deposit.
- (b) It is hereby expressly understood, acknowledged and agreed that Admission Acceptance Fee shall be non-refundable upon admission of your child into the School. However, the Refundable Deposit will form part of the general funds of the School until reimbursed on completion of Year 6 or upon giving a Term's Notice of intention to withdraw your child. Failure to comply with giving a Term's Notice or having outstanding debts shall result to forfeiture of the Refundable Deposit.
- (c) If you wish to withdraw your acceptance of a place after paying the Admission Acceptance Fee and Refundable Deposit but before your child starts at the School, you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is not received by the School by that time the Admission Acceptance fee will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this Clause 2(c), if such notice is received on or after that date (or if no notice is received), the Refundable Deposit will be used for the term fees.

## 3. School Fees

- a) All the costs incurred in the usual course of the education of your child by the School, including the provision of any necessary educational materials shall be met by the fees payable by you unless otherwise notified by the School.
- b) Any extra-curricular activities such as after-school clubs in which you agree your child may participate in shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the specific learning support of your child shall be charged as supplemental to the fees.
- c) Each person who has signed the Acceptance Form is liable, individually and jointly, for the whole of the Fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the Fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to exclusively collect from any other person the Fees or any part of them. A separate agreement with a third party does not release the persons who signed the Acceptance Form from liability where the third party defaults. The School reserves the right to refuse payment from a third party.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent. You are expected to consult with the Head Teacher before giving notice to withdraw your child from the School.

- d) Each term's fees accrue separately and the fees payable in respect of each term fall due on or before the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under paragraph (c) above). The fees must be paid in full by Certified Cheque or direct bank transfer or any other payment instructions issued by the School by the first day of the term to which the invoice relates.



- e) Any and all supplemental charges for Extra-curricular activities for each term along with the School fees (and for other applicable charges) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full by direct bank transfer by the first day of the then forthcoming term.
- f) The Fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the Fees due for a particular term and in any event, shall give you notice of any such increase not later than the final day of the preceding term.
- g) Fees and any supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.
- h) We reserve the right to exclude your child from attending School for non-payment of Fees. Children whose Fees are not paid after three (3) weeks of resumption shall not be allowed to attend classes. If the Fees remain unpaid at half term, the child's space will be offered to the next child on the waiting list, in accordance with the School's Finance Policy.

#### 4. Notice Requirements

- (a) If your child is withdrawn from the School by you (other than the normal leaving date in year 6) you shall either give a Term's Notice to that effect or shall pay to the School a Term's Fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The School reserves the right to treat a withdrawal by your child as a withdrawal by you.
- (b) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

#### 5. School Rules

- (a) It is a condition of remaining at the School that your child complies with the School's Behaviour Guidance. 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. Enrolment at the School implies acceptance by you and your child of a code of behaviour which is designed to promote the well-being of all its members and enhances the personal reputation of your child and the School community.
- (b) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

#### 6. Disciplinary Procedures

- (a) The Head Teacher may in his discretion require you to remove or may suspend or, in serious or persistent cases, permanently exclude your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside School) is unsatisfactory and in the reasonable opinion of the Head Teacher the removal is in the School's best interests or those of your child or other children. Required removal may be experienced in circumstances where the Head



Teacher considers your child will be unable to benefit from the educational and other opportunities provided by the School and is not a disciplinary matter in these circumstances.

- (b) The Head Teacher may in his discretion require you to remove or may suspend or, in serious or persistent cases, permanently exclude your child if the behaviour of you or either of you is, in the opinion of the Head Teacher, unreasonable or 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. Behaviour which may result in required removal or suspension of your child includes undermining the good management of School.
- (c) Should the Head Teacher exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable) and the Admission Acceptance fee will be forfeited.
- (d) The Behaviour Guidance set out examples of offences likely to be punishable by suspension or permanent exclusion. These examples are not exhaustive, and in particular the Head Teacher may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. Your child shall only be excluded after a decision by the Head Teacher supported by one member from the Board of Management. All aspects of the pupil's record at the School may be taken into account.
- (e) The School will act in a way that is fair in all the circumstances when taking decisions under this Clause 6. Disciplinary matters and review of a decision to expel or remove your child is governed by the School's Behaviour Guidance. This policy applies to your child whenever they represent the School or is in the School's care, irrespective of whether they are on or off School premises.

## 7. The School's Obligations

- a) Subject to these Terms and Conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his/her education within the stream/level of education offered by the School. Continued progression throughout the School will not usually require parents to enter into a new contract for educational services.
- b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- c) In accordance with applicable legislation, 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 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. You acknowledge that risk of physical injury 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, the Head Teacher shall be authorised to make the decision on your behalf should consent be required for urgent treatment at the advice of the School Nurse.



- e) You authorise the Head Teacher to require a medical opinion of your child's health, where they consider it to be in the best interests of your child and/or members of the School.
- f) You authorise the Head Teacher to override you and your child's rights to confidentiality where it is considered necessary to safeguard and promote your child's welfare or necessary to protect the School community.
- g) The School undertakes to provide you with relevant information about your child unless the School considers there to be reasons for withholding such information, including safeguarding and promoting the child's welfare.
- h) The prospectus, School website and any other marketing material is believed to be correct at the time of printing but do not form part of any contractual agreement between you and the School.
- i) 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 dyslexia or other specific conditions including medical 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 in lieu of notice if in the opinion of the Head Teacher the School cannot provide adequately for your child's needs and subject always to School's obligations and in accordance with the School's Special Educational Needs (SEN) Policy.
- j) You and your child's rights may be overridden by the Head Teacher if it is in their best interests or necessary to protect the School community.
- k) Religious observance at the School shall be conducted in accordance with the School Rules.

## 8. The Parents' Obligations

- (a) In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your child in their studies and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous, supportive and constructive relationship with School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (b) It is a condition of your child's joining and remaining at the School that you complete and submit to the School the medical section on the Admissions Form 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 them to return to the School until such time as the health risk has been averted. In such circumstances, we shall endeavour to continue providing education to your child remotely during such period.



- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You undertake to inform us of any previous or imminent diagnosis of dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any other special needs or learning difficulty, attaching any details of relevant information, including medication. This information is required at the time the offer of a place is accepted, in order that we can ensure that the necessary level of support can be provided by the School. Parents should understand that failure to disclose a need or condition which requires more than a reasonable adjustment for their child's needs to be adequately met in School, may risk the place being withdrawn.
- (d) 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 (except in relation to withdrawal as provided by clause 3(c)).
- (e) The Head Teacher must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (f) We cannot accept any responsibility for the welfare of your child while off the School premises if such absence is in breach of School Rules.
- (g) If you have cause for concern as to a matter of safety, care or progress of your child you must inform the School without delay. Such concerns or complaints should be made in accordance with the School's Complaints Procedure.
- (h) You must inform the Head Teacher if your child, is residing with someone other than you during term time. If both parents are to be absent from the child's home for more than 24 hours, you must notify the School in writing of the person with care of your child.
- (i) You undertake to make suitable arrangements for the collection and care of your child to attend School. You undertake not to remove your child from School during School hours including during term time except in exceptional circumstances and with prior written authorization from the Head Teacher.
- (j) Parents requiring armed police or special protection to escort their child to and from school shall be required to firstly notify the Head Teacher in writing attaching a copy of a duly approved authorisation/permit from the Inspector-General of Police. Regardless of such authorisation/permit, armed police or armed security guards of parents are prohibited from entering into main School premises and are expected to remain in vehicles and keep their fire arms concealed at all times within the School's authorised parking lots. Any misbehaviour by such armed personnel may result in disciplinary action against the parents.

## 9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory insurance scheme (CEPP), the charge for which is included in the Fees.



## 10. Confidentiality and References

- (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 their 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 in or correct statements of fact contained in any reference or report given by us.

- (b) You consent to us making use of information relating to your child while they are at the School (including photographs and video recordings) and after he or she has left for the purposes of

(i) promoting the School, including through the School's prospectus (in whatever format or medium) and website;

(ii) managing relationships between the School and current pupils;

(iii) providing references; and

(iv) communicating with the body of former pupils.

You must inform the Head Teacher in writing and request an acknowledgement if you do not wish for your child's photograph or image to appear in the School's promotional material.

- (c) You undertake to;

(i) confirm (or update, if necessary), when requested, such information about you and/or your child that is held by the School; and

(ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in Nigeria and where there are any court orders made in relation to your child), or to information about you or your child, that has previously been notified to the School, including relevant contact details.

- (d) The School will keep all information about you and your child confidential unless where disclosure is required by law including where necessary for your child's and other pupils' welfare. The School will process personal data about you and your child in accordance with the School's Data Protection Policy.

## 11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

## 12. 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 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, and consult with all parents in relation to such changes.

### 13. Termination of Agreement

- (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 material breach of any of your obligations under this or any similar agreement with the School 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 of fees or material default under these Terms and Conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement:
- (i) failure to pay any fees or supplemental charges on time in line with the School's Financial Policy
  - (ii) you (as opposed to your child) acting in such a way as to give the Head Teacher cause to expel your child under Clause 6(b) of this agreement;
  - (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and
  - (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.
  - (v) you are unable to pay your debts or are declared bankrupt
- (b) This agreement shall cease to have effect if the School 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 which may be at the end of Year or for any reason hereinbefore stated.

### 14. Force Majeure Events

- 14.1 Where a party is unable to perform any of his obligations under this agreement by reason of a Force Majeure Event, that party will be excused from performance of those obligations for the duration of the Force Majeure Event provided that the party has:
- (a) given written notice as soon as practicable after the Force Majeure Event starts, together with a detailed description of the Force Majeure Event and supporting documents; and
  - (b) used all reasonable endeavours to minimise the extent by which the Force Majeure Event affects the performance of that party's obligations under this agreement.
- 14.2 Either you or the School may terminate this agreement by giving notice to the other if a Force Majeure Event prevents the performance by you or the School of any of the obligations under this agreement for a period of three (3) months or more after the date on which written notice of the Force Majeure Event is provided under clause 14.1 (a).



**15. Notices and Communications**

All notices and other communications (collectively “Notices”) required to be given under this agreement must be given in writing and addressed to the Head Teacher. All Notices shall be (i) delivered personally or (ii) if sent by electronic mail it is not deemed given until acknowledged by the School. You undertake to notify the School of any change of address, email address or phone number of any person who has signed the Acceptance Form to ensure accuracy and current information. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these Terms and Conditions must be addressed to the Head Teacher and sent to the School's address.

**16. Amendments to Services**

From time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child and we reserve the right to do so. We will endeavour to give parents a Term's Notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

**17. Variations**

We reserve the right to supplement, change or add to these Terms and Conditions as circumstances require from time to time. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications become effective.

**18. Governing Law**

18.1 This agreement shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.

18.2 The parties shall use their best endeavours to settle any dispute arising between the parties under, pursuant to or in connection with this agreement amicably through mutual discussion, failing which such dispute shall be referred to a mediator appointed by the parties’ legal representatives. . . . Litigation shall be the last resort.

18.3 This Clause shall survive the termination of this agreement, and shall accordingly apply at all times to disputes and differences of opinions existing or arising between the parties hereto, concerning this agreement or any matter hereunder.

Signed: \_\_\_\_\_

Parent of: \_\_\_\_\_

Date \_\_\_\_\_





54, Alexander Avenue, P.O. Box 413, Ikoyi, Lagos, Nigeria. Tel: +234-1-3426946-7. [www.stsavioursschikoyi.org](http://www.stsavioursschikoyi.org)