



Lifeforte International High School

Standard

Terms and Conditions

Please keep this booklet in a safe place for reference.

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LIFEFORTE INTERNATIONAL SCHOOLS

OUR GUIDING STATEMENTS

OUR PURPOSE

To nurture minds from the cradle, train them through the precarious years of adolescence, to a place where they will know the difference between good and evil, and have the strength of character to choose good.

VISION

Building the future for godly, global visionaries and solution providers

OUR MISSION STATEMENT

To equip our learners with essential skills through a globally relevant educational experience that:

- ✓ Promotes - Moral uprightness, socio-emotional intelligence and well being
- ✓ Stimulates - A love for excellence and a lifelong passion for learning,
- ✓ Aids the development of - A sense of responsibility and global citizenship.

OUR AIMS

As a Christian institution:

Promote - **Moral uprightness, socio-emotional intelligence and well being**

- By training our students to grow up in the knowledge and character of our Lord Jesus Christ.
- By creating an inclusive, safe, friendly, orderly, sustainable and aesthetically pleasing work and living environment where everyone is confident of being listened to and learners live, share and thrive as part of a community in love, harmony, tolerance and mutual respect for one another
- By cultivating enduring habits that promote health and well-being.

Stimulate - **A love for excellence and a lifelong passion for learning**

- By giving our students the benefit of a curriculum that is broad, balanced and intellectually stimulating to lay a foundation of knowledge in core learning areas, develop creative thinking and independent learning skills.
- By continuously promoting and adopting the use of technology as an inseparable learning tool giving our students access to learning opportunities beyond the classroom.
- By helping our students become lifelong learners by providing opportunities for diverse learning experiences and adopting a learner focused approach that encourages the development of the whole person and individual potential.

Aid the development of - **Responsibility and global citizenship**

- By instilling in our students healthy self-confidence, recognition of interdependence, loyalty, sense of patriotism and responsibility thus preparing them for life as global citizens.

OUR CORE VALUES

Character, **R**esponsibility, **E**mpathy, **A**dvance, **T**ruth and **E**xcellence

EDUCATIONAL PHILOSOPHY STATEMENT

We believe the Bible contains God's standard of truth for every sphere of human life and endeavour. Therefore, learning should conform to His principles and standards for humanity, so that we can truly know God and **relate to others with knowledge, understanding and compassion.**

A. INTRODUCTION

1. These Terms and Conditions together with: the Letter of Offer; the Conditions of Award if applicable; the Acceptance Form and the Fees Schedule form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Lifeforte International Schools.

These Terms and Conditions, the Conditions of award if applicable and the Fees Schedule are subject to change from time to time.

2. Prospectus and School Website

The School's prospectus and website are not contractual documents. The information displayed/contained therein describe the broad principles on which the school is presently run and give an indication of the school's history and ethos. Parents wishing to place specific reliance on a matter contained in the prospectus or on the website should seek written confirmation of that matter before entering this Agreement.

3. Fees and Notice

The rules concerning fees and notice are of particular importance and are set out at **Clause 12 and Sections H & I.**

4. Managing Change

Lifeforte International School as any other school is likely to undergo a number of changes during the time your child is a pupil here. Further details of the changes that may be made and the consultation and notice procedures that will apply are set out in **Section K.**

B. TERMINOLOGY

5. The School means Lifeforte International Schools – Lifeforte Junior School and Lifeforte High School as now or in the future constituted.

The Head means the CEO of the School. The Head delegates the day to day running of the Senior School to the Principal and Executive Directors and the day to day running of the Junior School to the Head Teacher and Executive Directors employed there.

6. The Parents/You means any person who has signed the Acceptance Form. The Parents are legally responsible jointly and severally for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without parental responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party.

7. 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.

8. The Pupil means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with Nigerian custom.

C. ADMISSION AND ENTRY TO THE SCHOOL

9. 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 the School and the non-refundable 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, which are detailed in the Admissions Policy.

Admission occurs when parents accept the offer of a place.

Entry occurs on the date the pupil attends school for the first time under these Terms and Conditions

10. Equality

The school is a mainstream boarding and day school for boys and girls aged from 0 – 18 years comprising day care, nursery, prep grade, junior grade school at Bodija and High school with A level School at Awotan in Ibadan. The school has a Christian ethos and welcomes staff and children from different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected.

11. Offer of a Place and Deposit

A non-refundable deposit (Acceptance Deposit) as shown on the Fees Schedule for the relevant year will be payable when Parents accept the offer of a place.

12. Minimum duration of study

The minimum duration of study at the High School is one full year (three terms). If a pupil does not conclude one year at the school, any unpaid balance of a full year's fees remains payable, regardless of any period of notice which may be given. The normal provisions about notice apply from the beginning of the Pupil's third term at the school.

13. Admissions Disclosures

Parents are required to declare any medical or learning needs or emotional or behavioural issues affecting the Pupil during the admissions process and as detailed in the Registration and Acceptance Forms. If after accepting a place, issues develop or subsequently come to light, which were not previously disclosed, parents should notify the school immediately. Failure to do so may result in the pupil's place being withdrawn.

D. PASTORAL CARE

14. The School's Commitment

The school will do all that is reasonable to safeguard and promote the pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. The school will respect the pupil'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

15. The Ethos of the school is to foster good relationships between pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The school and its staff will act fairly in relation to the pupil and parents and the school expects the same of the pupil and parents in relation to the school.

16. Head's Authority

The parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the pupil's welfare. Please see **Section E**.

17. Pupil's Rights

The pupil if 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 his/her parents. If a conflict of interests arises between the parents 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 parents

18. 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 as soon as practicable.

19. Physical Contact

Parents give their consent to such physical contact with the pupil as may accord with good practice, or as may be appropriate and proper for teaching and instruction or for providing comfort for the pupil in distress or to maintain safety and good order, or in connection with the pupil's health and welfare. The parents also give consent to the pupil participating in contact and non-contact sports and other activities as part of the normal school and co-curricular programme. The parents acknowledge that while the school will provide appropriate supervision the risk of injury cannot be eliminated.

20. Disclosures

The Parents must as soon as they become aware, disclose to the school in confidence any known medical condition, physical or mental 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 difficulty and/or social difficulty on the part of the pupil; any 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 the parents in receipt of a bursary from the school.

21. Confidentiality

The parents authorise 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 use of email, social media, the internet and mobile electronic devices.

22. 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 any other member of the school community.

23. Leaving School Premises

The school will do all that is reasonable to ensure that the pupil remains in the care of the school during the term but the school cannot accept responsibility for the pupil if they leave school premises in breach of the school rules or regulations.

24. Communication with Parents

Communications or instructions from one of the parents or any person with parental responsibility shall be deemed by the school to be received from both parents. This requirement does not apply to the giving of notice for the cancellation of the place or the withdrawal of the pupil from the school. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in **Clause 62**

25. Education Guardian

The parents if resident outside Nigeria must before entry appoint an education guardian for the pupil 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. This guardian must be over the age of 25. The school can accept no responsibility for the pupil when he/she is in the care of the parents or the education

guardian. The parents or the education guardian must make holiday arrangement including travel to and from the school well in advance. The responsibility for choosing an appropriate education guardian rests solely with the parents. The parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The parents shall immediately on appointment provide the school with up to date contact details for the appointed guardian and shall immediately notify the school of any changes to those details.

26. Photographs and Videoing

By indicating their consent and signing these Terms and Conditions, the parents are giving consent to the school obtaining and using photographic and video images of the pupil for use in the school's promotional material such as the prospectus, the website or social media; press and media purposes and educational purposes as part of the curriculum or co-curricular activities. If the parents do not want the pupil's photograph or image to appear in any of the school's promotional material they must make sure the pupil knows this and must notify the Executive Director of Administration in writing, requesting an acknowledgement of their letter.

27. Transport

The parents' consent to the pupil travelling by any form of public transport and/or in a motor vehicle drive by a responsible adult who is duly licensed and insured to drive a vehicle of that type

28. Pupil's Personal Property

The pupil is responsible for the security and safe use 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.

29. 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

30. Medical Declaration

Before the pupil enters the school the parents will be asked to complete a Confidential Information Form concerning the pupil's health and must inform the school nurse in writing if the pupil develops any known medical condition, physical or mental health problem or allergy, disability, special educational need or any behavioural, emotional difficulty and/or social difficulty or will be unable to take part in games or sporting activities or has been in contact with an infectious or contagious disease.

31. Medical Care

Parents agree to comply with the school medical staff's recommendations, which may include a reasonable decision to release the pupil home when he/she is unwell.

32. 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 it necessary as a matter of professional judgment in the interests of the pupil and/or the school community. The pupil of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the pupil's own interests or where necessary for the protection of other members of the school community.

33. Medical Information

Throughout the pupil's time as a member of the school, the school shall have the right to disclose

confidential information about the pupil if it is considered to be in the pupil's own interests or where 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.

34. 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 performed by the Teaching Hospital 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

35. Provision of Education

The school 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 the standard required by law in the particular circumstances. The school cannot guarantee that the pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.

36. Organisation

The school reserves 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. The school's policy on streaming, setting and class sizes may change from year to year and will depend mainly on the mixture of abilities and aptitudes among the pupils. If the parents have specific requirements or concerns about any aspect of the pupil's education or progress they should contact the pupil's tutor, or any other appropriate member of staff, as soon as possible, or contact the head in the case of a serious concern.

37. Progress Reports

The school shall monitor the pupil's progress and shall report regularly to the parents by means of grades, full written reports and consultation/parents' meetings.

38. Sex Education

The pupil will receive health and life skills education appropriate to his/her age in accordance with the curriculum from time to time unless the parents have given formal notice in writing that they do not wish the pupil to take part in this aspect of the curriculum.

39. Public Examination

The head may after consultation with the parents and the pupil decline to enter the pupil's name for a public examination if, in the exercise of his/her professional judgment, the head considers 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 his/her teachers.

40. Reports and References

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

41. Learning Difficulties

The school will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which amounts to a special educational need. The school staff are not however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or of

other learning difficulties.

42. Information about Learning Difficulties

The parents shall notify the head when completing the school's Confidential Information Form and subsequently in writing if they are aware or suspect that the pupil (or anyone in his or her immediate family) has a learning difficulty and the parents must provide the school with copies of all written reports and other relevant information. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the professional judgment of the head and after consultation with the parents and with the pupil (where appropriate) the school cannot provide adequately for a pupil's special educational needs. The school reserves the right to charge for the provision of additional teaching provided, where the need arises.

43. Moving up the school

It is assumed that if the pupil satisfies the relevant criteria at the time he/she will progress through the school and will ultimately complete Year 12. The parents will be consulted if there appears to be any reason why the pupil may be refused a place at the next stage of the school. The parents must give a term's notice in writing (i.e. before the start of the third term) in accordance with the provisions about notice (in **Section H**) if they do not intend the pupil to proceed to the next stage of the school, or a term's fees in lieu of notice will be payable.

44. 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 the creation/development of intellectual property.

45. Pupil's Original Work

The parents consent for themselves and (so far as they are entitled to do so) on behalf of the pupil, to the school retaining the pupil's original work until in the professional judgment of the head, 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. The school 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 or staff.

46. Educational Visits

A variety of educational visits will be provided for the pupil. Any educational visit which is subject of an additional charge or requires overseas travel or involves an overnight stay or occurs during a weekend or school vacation or involves some element of high risk or adventure activity will be subject to a separate agreement. The cost of such a visit will be payable in advance. The pupil shall be subject to school discipline in all respects whilst engaged in an educational visit. The school reserves the right to prevent the pupil from taking part in an educational visit while overdue fees remain unpaid

G. BEHAVIOUR AND DISCIPLINE

47. School Regime

The parents accept that the school will be run in accordance with the authorities vested in the Head. The head is entitled to exercise a wide discretion in relation to the school's policies, rules and regimes and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the pupil is at issue. The head may in his or her discretion suspend or in serious or persistent cases, exclude a pupil from the school if the head considers that the pupil's conduct or behaviour

(including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the school's interest or those of the pupil or other pupils

48. Conduct and Attendance

The school attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The parents warrant that the pupil will take a full part in the activities of the school including representing school teams where required, 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.

49. Behaviour Policy

The school rules set out examples of offences likely to be punished by suspension or expulsion. Parents are requested to read the document carefully with the pupil before they accept the offer of a place. These examples are not exhaustive and the head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the school may be taken into account.

50. 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 the pupil and the school community as a whole. The school rules apply 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.

51. Investigative Action

A complaint or rumour of misconduct will be investigated. The pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the pupil's human rights and freedoms and to ensure that the parents are informed as soon as reasonably practicable after it becomes clear that the pupil may face formal disciplinary action.

52. 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, where possible, attend a meeting with the head.

53. Divulging Information

Except as required by law, the school and its staff shall not be required to divulge to the 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

54. Drugs and Alcohol

The pupil may be given the opportunity to provide a biological sample under medical supervision to test for the use of drugs or other substances, or a sample of breath to test for alcohol consumed. The school does not have to give a reason for such screening and a sample or test in these circumstances will not form part of the pupil's permanent medical record.

55. Terminology

The definitions in this clause apply in these Terms and Conditions. 'suspension' means that the pupil has been sent or released home or to an education guardian for a limited period either as a disciplinary sanction or pending the outcome of an investigation.

'withdrawal' has the meaning set out in **Clause 68**

'expulsion' means that the pupil is required to leave the school permanently in circumstances described in **Clause 56** and 'removal' means that the permanent removal of the pupil from the school is required in circumstances described in **Clause 58**

56. 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 grave breach of 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.

57. Fees after Expulsion

If the pupil is expelled, there will be no refund of the Acceptance Deposit or of fees for the current or past terms, or supplemental charges (whether paid or payable). 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.

58. Removal in other circumstances

Instead of expulsion or suspension, the head may in his or her discretion require the parents to permanently remove the pupil from the school or from boarding if the head considers that

a. The pupil's attendance, behaviour, conduct (including behaviour and conduct outside the school) or progress, is unsatisfactory and in the reasonable opinion of the head, the pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the school and removal is in the best interests of the school, the pupil or other pupil.

b. The behaviour or conduct of the parents (or the behaviour or conduct of one parent) is unreasonable; and/or adversely affects (or is likely to adversely affect) the pupil's or other pupil's progress at the school, or the wellbeing of school staff, and/or brings (or is likely to bring) the school into disrepute, and/or is not in accordance with parent's obligations under this contract.

At the sole discretion of the head, withdrawal of the pupil by the parents may be permitted 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, other pupils and staff.

59. Fees following Removal

If the pupil is removed or withdrawn in the circumstances described in Clause 58, the provisions relating to fees shall be as set out in **Clause 57**

60. Leaving Status

The school reserves the right to record the leaving status of the pupil on the pupil's file immediately after expulsion or removal or withdrawal. Provided the school's final invoice has been paid, this contract will terminate with immediate effect a pupil is excluded or if the parents are required to remove the pupil from the school.

H. PROVISIONS ABOUT NOTICE

(Clause 42, 43 and Section G)

61. Term

Means the period between and including the first and last days of the relevant school term.

62. Notice

Means (unless the contrary is stated in these Terms and Conditions) a term's written notice given by:

i. Both parents or

ii. One of the parents with the prior written consent of the other parent and

iii. Any other person with parental responsibility

before the first day of term addressed to and received by the Head or by the Executive Director of Administration on the head's behalf. It is expected that the parents will consult with the head before giving notice to withdraw the pupil

63. A Term's Written Notice

Means notice given before the first day of a term and expiring at the end of that term. A term's written notice must be given if:

The parents wish to cancel the place after acceptance, or

The parents wish to withdraw the pupil who has entered the school

64. Fees in Lieu of Notice

In the circumstances where the parents have not given a term's written notice, fees in lieu of notice means fees in full at the rate applicable for the next term following withdrawal and not limited to the parental contribution in the case of a scholarship or other award or concession. One term's fees in lieu of notice 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.

65. 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. Please see Clause 9 for details of when entry to the school occurs.

66. Cancelling Acceptance

The cancellation of the place after acceptance 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 five years. Nonetheless, the school agrees to limit the liability of the parents to one term's fees at the rate payable for the term of entry payable as a debt if less than a term's written notice of cancellation has been given.

67. Cancelling a Place Offered in the Term before Entry

If the offer of a place is made in the term immediately prior to the term of entry the parents may cancel their acceptance in writing at any time up to 14 days from the date of the Acceptance Form. The Acceptance Deposit will then be retained by the school. If the parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one term's fees at the rate payable for the term of entry.

68. Withdrawal

Means the withdrawal of the pupil from the school by the parents or the pupil with or without notice required under these Terms and Conditions at any time after the pupil has entered the school. Please see **Clause 9** for details of when entry to the school occurs. Please see also **Clause 69** - withdrawal by parents. **Clause 70** withdrawal by pupil and **Clause 78** exclusion for non-payment

69. Withdrawal by the parents

If the pupil is withdrawn on less than a term's written notice, or excluded for more than twenty-eight days for non-payment of fees, fees in lieu of notice will be due and payable as a debt immediately unless the place is filled immediately and without loss to the school.

70. Withdrawal by the Pupil

The pupil's decision to withdraw from the school shall for these purposes, be treated as a withdrawal by the parents

71. Prior Consultation

It is expected that parents, or duly authorised education guardian, will consult personally with the head or with the head's authorised deputy before notice of withdrawal is given by the parents

72. Termination by the school

The school may terminate this agreement on one term's notice in writing. The school will not terminate this agreement without good cause and full consultation with the parents and also the pupil (if of sufficient maturity and understanding).

I. FEES

73. Fees

Fees may include alone or in combination any of the Registration fee, Acceptance Deposit, the Building Levy, tuition fees, boarding fees or damage where the pupil alone or with others has caused wilful loss or damage to school property or the property of any other person (wear and tear excluded), or bank charges arising from default in fees payment or late payment charges if incurred. In addition, all external examination fees shall be charged as supplemental charges.

74. Payment of Fees

The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment on the first day of that term. The parents jointly and severally agree to pay the fees applicable for each term directly to the school. Except where a separate agreement has been made between the parents and the school for the deferment of payment of fees, fees for each term are due and payable as cleared funds before the commencement of the school term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The school is unable to accept payment of fees in cash.

75. Payment of Fees by a Third Party

An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) 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 Bursar. The school reserves the right to refuse a payment from a third party.

76. Indemnity

The parents shall indemnify the school against all losses, expenses (including legal expenses) and interest suffered or incurred by the school if the school is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the parents

77. Refund/Waiver

Save where there is a legal liability under a court or under the provisions of this agreement to make a refund, fees and supplemental charges will not be refunded or waived if:

77.1 The pupil is absent through illness or otherwise or

77.2 A term is shortened or a vacation extended or

77.3 The pupil is released home before or after public examinations or otherwise before the normal end of term or

77.4 The pupil is required to study from home as a result of the school providing educational services remotely for whatever reason or

77.5 The school is temporarily closed due to adverse weather conditions, or for any reason other than

exceptionally and at the sole discretion of the head in a case of genuine hardship. See **Section J** for information about events beyond the control of the parties.

78. Exclusion for Non-Payment

The school reserves the right to exclude the pupil on three days' written notice if fees are overdue for payment. If the pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without notice and a term's fees in lieu of notice will be payable in accordance with **Section H**. Exclusion in these circumstances is not a disciplinary matter. The school may withhold any information, character references or property while fees remain overdue 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

79. Late Payment

Save where alternative provision for the payment of interest are contained in a separate 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 charge will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the school of a default. The parents shall also be liable to pay all costs, fees and charges including legal fees and costs incurred by the school in the recovery of any unpaid fees regardless of the value of the school's claim.

80. 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 as set out in **Clause 79**

81. Appropriation

Save where the parents expressly state the contrary, the school shall allocate payments made to the earliest balance on the fees account. 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

82. Instalment Arrangements

At its sole discretion, the school may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the school agrees to do this, then the school and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's notice is to be paid. The agreed amount for each term will need to be paid by direct debit or direct bank transfer in not more than four (4) instalments (unless otherwise agreed in writing by the school) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The school will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees. 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.

83. Fees in Advance Schemes

An arrangement under which a lump sum advance payment of fees is made by or on behalf of the parents will be the subject of a separate agreement. If parents wish to make an advance payment please contact the Administrative Office.

84. Scholarships and Bursaries

Every scholarship, 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. Any value attached to a scholarship shall be deducted from fees

before any bursary or other concession is calculated or assessed. The value, terms and conditions of any financial award shall remain confidential between the parent and the school.

85. Fees Increases

Fees are reviewed annually and are subject to increase from time to time. The Governing Board reserves the right to adjust the fees in line with inflationary changes.

86. Information about Fees

The school will make enquiries of the pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The school will also inform any other school or educational establishment to which the pupil is to be transferred if any fees of this school are unpaid.

87. Anti-money Laundering and Anti-Bribery

From time to time, the school may need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying fees. The school is also unable to accept payment of fees in cash.

J, EVENTS BEYOND THE CONTROL OF THE PARTIES

88. Force Majeure

An event beyond the reasonable control of the school or the parents is a 'Force Majeure Event' and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation.

89. Notification

If the school is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, the school shall give the parents notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the school has acted reasonably and prudently to prevent and/or minimise the effect of the Force Majeure Event, the school will not be responsible for not performing those obligations which are prevented or delayed by, and during the continuance of, the Force Majeure Event. To the extent reasonably practicable in the circumstances the school shall try during the continuance of the Force Majeure Event to continue to provide educational services (including by providing appropriate educational services remotely). Other than under Clause 77.1, if the pupil is wholly and completely unable to participate in the provision of any education at the school or remotely due to reasons caused by a Force Majeure Event, the parents shall give the school notice in writing. In consultation and cooperation with the school the parents shall do everything they reasonably can to minimise the impact of the Force Majeure Event in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances, and resume the performance of the obligations as soon as reasonably possible.

90. Continued Force Majeure

If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of its contractual obligations

91. Termination

If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under Clause 89 may terminate this agreement by providing at least three working days' notice in writing to the other party.

K. GENERAL CONTRACTUAL MATTERS

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

93. Change

The school as any other is likely to undergo a number of changes during the period of this agreement. 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 procedures, 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 freely assigned to another party at the discretion of the school. Where practicable, the school will give parents notice of any planned changes that are regarded as significant to the pupil's education prior to the end of the penultimate term before the change is to take effect.

94. Consultation

It is not practicable to consult with the parents and the pupil over every change that may take place. Whenever practicable, the school will use reasonable endeavours to ensure that the parents will be consulted and where possible given at least a term's notice in writing of

94.1 A change of ethos or culture

94.2 A change in any physical aspect of the school which would have a significant effect on the pupil's education or pastoral care or

94.3 A change of ownership of the school

95. Representation

The school's prospectus and website describe the broad principles on which the school operates and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the parents and the school. Parents wishing to place specific reliance on a matter contained in the prospectus, website or on a statement made by a member of staff or a pupil should seek written confirmation of that matter from the head.

96. 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 this contract and shall not have any rights to enforce any term of it.

97. 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.

98. 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 exclusive jurisdiction of the Courts of Nigeria.

L. DATA PROTECTION INFORMATION

99. The school holds information about parents and pupils including exam results, parent contact details and details of medical conditions. This information is kept manually in filing systems.

100. These notes refer to the processing of information, processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using information or passing it on to third parties

101

The school processes information about parents and pupils in order to safeguard and promote the welfare of pupils, promote the objects and interests of the school, facilitate the efficient operation of the school and ensure that all relevant legal obligations of the school are complied with. Examples may include: the school keeping details of medical conditions from which the pupil may suffer so that staff will be able to respond appropriately in the event of a medical emergency and/or the school processing financial information obtained from you. The school may also process information such as photographs for marketing purposes using 'consent' as a legal basis

102. The school may process different types of information about pupils for the purposes set out above. That information may include

Medical records and information, including details of any illnesses, allergies or other medical condition suffered

Personal details such as home address, date of birth and next of kin

Passport details of parents and pupils for the processing of visa information and overseas trips

Information concerning pupil's performance at school, including discipline record and school reports

Results in external examination may be shared with educational institutions

Financial information including information about the payment of fees at this school or any other school

Photographic and video images of Pupils for school publications, on the school website and (where appropriate) on the school's social media channels in accordance with the school's policy on taking, storing and using images of children

103. Where, in the professional opinion of the Head, it is deemed necessary the school may share information with certain third parties. Examples may include: to process relevant medical and financial information, to process academic information and information relevant for applications to higher education.

