



**THE CONCORD SCHOOL**  
PRE-SCHOOL • PREPARATORY • HIGH SCHOOL

## Terms & Conditions

### 1. Introduction

**Terms and Conditions:** These Terms and Conditions reflect the customs and practice of independent schools for many generations and they together with:

- a. The letter of offer;
- b. The condition of award if applicable;
- c. The Acceptance form and
- d. the Fee list

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of the School. Reasonable changes may be made to these Terms and Conditions, the fees list and the conditions of award from time to time. Please also see clause 2(h).

### 2. The School

- a. **The School/We/Us means** The Concord School which includes Pre-School, The Preparatory School and the College.
- b. **The Head** is the person appointed by the Board of Governors to be responsible for the Pupils and includes those to whom any of the duties of the Head or the School have been responsibly delegated. The expression “the Head” in these Terms and Conditions means, where appropriate, The Head of The Concord School, Ibadan.
- c. **The Board of Governors:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for the governance of the School.
- d. **“The Parent/s”** means any person who has signed the Admission 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. Those who have “parental responsibility” (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests; welfare and best interests of the child. 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 clothing.
- e. **“The Pupil”** is the child named on the Admission Form.
- f. **Fees and Notice:** The rules concerning fees and notice are of particular importance and are set out at Sections 4 and 5 below.
- g. **Our Aims:** The School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. *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 sometime take precedence over the wishes of individuals.* We are committed to high standards of teaching and care and we welcome parental contact. 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.
- h. **Changes at the School:** 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 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 Regulations, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise. For these reasons, the benefit and burden of this agreement may be freely assigned to

another party at the discretion of the School. Fees will be reviewed each year and there will be reasonable increases from time to time.

- i. **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, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to close a boarding house or remove a subject from the curriculum.
- j. **Documents referred to:** Before accepting the offer of a place, Parents and Pupils receive a copy of the Fees List and the School Rules and all other policies and documents as required to be provided by statutory regulations. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

### 3. Care and Good Discipline

- a. **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.
- b. **Communications with Parents:** Communication or instruction 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 a place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or give Notice of cancellation or Withdrawal are set out in clause 6a.
- c. **Head 's authority:** The Parents authorise the Head to take or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.
- d. **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
  - i. Any known medical condition, health problem or allergy affecting the Pupil
  - ii. Any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family
  - iii. Any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil
  - iv. Any family circumstances or court order which might affect the Pupil's welfare or happiness
  - v. Any concerns about the Pupil's safety
  - vi. Any change in the financial circumstances of the Parents in receipt of a bursary from the School
- e. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instructions 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 extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- f. **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment in the School's recognized Hospital; general anaesthetic and operations performed at a private hospital and where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time. The Parents must comply with the School medical officer's recommendations which may include a reasonable decision to release the Pupil when he or she is unwell.
- g. **The 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 judgement in the interests of the child and or the School. Parents must inform the Head in writing if the Pupil has any known medical condition, health problem, disability or allergy or will be unable to take part in games or sporting activities or has been in contact with infectious diseases. A Pupil of sufficient age and maturity is 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.
- h. **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The Pupil is expected to take full part in the activities of the School, to attend punctually on each school day, to work hard, to be well behaved and to comply with the School Rules about the wearing of uniform. All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.
- j. **Pupil's Rights:** A pupil 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.
- k. **The School Rules:** Each Pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. The purpose of the School Rules is to help every Pupil to know what is expected and to encourage courtesy and consideration for others. Each Pupil and Parent should read the School Rules.

- l. **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the school community as a whole. We will endeavour to inform the parents of changes and the reason for them as soon as practicable. If the parents have specific requirements or concerns about any aspect of the Pupil's education or progress, they should contact the School administrator or The Principal as soon as possible.

#### 4. Admission and Entry to the School

- a. **Registration, Admission and Entry:** 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-refundable registration fee paid. Admission and entry will be subject to the availability of a place and the Pupil satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when a pupil attends the School for the first time under this contract.
- b. **Equality:** The School is a mainstream co-educational boarding and day school for pupils aged 18 months-18 years. The school has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human Rights and Freedoms are respected.
- c. **Offer of a Place and Acceptance Fee:** An Acceptance fee as shown on the Fees List for the relevant year and the relevant entry point will be payable when parents accept the offer of a place.
- d. **Moving to the Preparatory/Senior School:** It is assumed that a Pupil will progress through the School until the end of the High School. A Pupil who is moving from Pre-School to Preparatory School will be required to show an ability to do so through internal assessment and the advice of the Head of Pre-School. A Pupil who is moving from Preparatory School to High School will be required to show an ability to do so through passing Entrance Examination and the advice of the Head of Preparatory School. When it is thought appropriate, Parents will be consulted before the end of the Third Term of the relevant year of transfer if there appears to be any reason why the Pupil may be **refused** a place at the next stage of the School or if the Pupil is required to **repeat** a year. A Pupil moving into the Sixth Form (A level school) will be required to satisfy the relevant academic entry criteria at the time. **Parents must give a term's notice in writing in accordance with the Provisions about Notice (in section 5) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.**

#### 5. Fees and Extras

- a. **Fees:** May include alone or in a combination, any of the Registration Fee, the Acceptance Fees, tuition fees, boarding fees and other extras such as clothing and equipment; learning materials, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, 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.
- b. **Learning materials:** Learning materials such as textbooks and stationery to meet the needs of curriculum will be supplied at the beginning of each school year. Cost of all such items will be included in first terms fees or in the term of entry of newly admitted Pupil.
- c. **Payment of fees:** The Parents jointly and severally undertake to pay the Fees applicable to 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 on or before the commencement of the School Term to which they relate. If an item on the bill is queried, the balance of the bill must be paid.
- d. **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 or she will be deemed withdrawn without Notice. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. 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.
- e. **Refund/Waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, Fees will not be refunded or waived if;
- The Pupil is absent through illness; or
  - A Term is shortened or a vacation extended; or
  - The Pupil is released home before or after public examinations or otherwise before the normal end of a Term;
- or

- iv. The School is temporarily closed due to adverse weather conditions; or
  - v. For any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.
- See also Section 9 for information about events beyond the control of the parties.

- f. **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 Parents from any liability under these Terms and Conditions if the third-party defaults or affect the operation 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.
- g. **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 up to 2.5% 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, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
- h. **Part Payment:** Any sum tendered that is less than the sum due and owing will 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 5g.
- i. **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. Fee Increases will be effected at the beginning of each new school year otherwise parents will receive a full Term's notice of a Fee increase.
- j. **Scholarships and Bursaries:** Every scholarship and bursary is a discretionary privilege subject to high standards of behaviour, attendance and work on the Pupil's part and to the Parents treating the School and the staff reasonably. The terms of a scholarship or bursary are set out in the offer letter (where applicable) to Parents.
- k. **Instalment Arrangements:** An agreement by the School to accept payment of current or future Fees by instalments is concessionary and will be subject to separate agreement between 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 written conditions of the instalment agreement or the invoice shall prevail.
- l. **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as photocopy of a passport) of the identity of the person who is paying the Fees.
- m. **Appropriation:** 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 to the unpaid account of any other child of those Parents.
- n. **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.

## 6. Events Requiring Notice in Writing

### a. Definitions:

**Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's written notice of withdrawal given by:

- i. both Parents; or
- ii. one of the Parents with the prior consent of the other parent;

Before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil.

**Provisional Notice** will only be accepted in exceptional circumstances and will only be valid in the term in which it is given and only when written and accepted by the Head personally in writing. Provisional notice will not be accepted where the Parents are awaiting the outcome of applications to other schools or colleges.

**Term** means the period between and including the first and last days of the relevant school term.

**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 a place after acceptance, or if the Parents wish to withdraw the Pupil who has entered the School; or if, following the Checkpoint Examination in Year 9; the Pupil will not return for the following year even if he or she has achieved the required grades; or the Pupil wishes

to discontinue extra tuition.

**Half a Term's Notice** means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

**Fees in Lieu of notice;** in 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, bursary 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.

- b. **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 4a for details of when entry to the School occurs.
- c. **Cancelling Acceptance:** The cancellation of a 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 Parents' liability to:
  - i. A full Term's Fees at the rate payable for the Term of Entry. The School reserves the right to offset any Deposit, if paid, against the Term's Fees.
  - ii. Cases of serious illness or genuine hardship may receive special consideration on written request supported by evidence.
- d. **Withdrawal:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in Clause 5d, Fees in lieu of notice will be due and payable as a debt immediately. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- e. **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head before notice of withdrawal is given.
- f. **Discontinuing Extras:** Half a term's written notice is required to discontinue an extra or half term's Fees for the extra will be immediately payable in lieu as a debt.
- g. **Termination by the School:** The School may terminate this agreement on one full Term's notice in writing sent by ordinary post or an email. The School will not terminate this agreement without good cause and full consultation with the Parents.

#### 7. **Discipline, Removal and Expulsion of a Pupil**

- a. **School Regime:** The School provides authority to the Head to impose a disciplinary regime and the Head is entitled to exercise a wide discretion in relation to this 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.
- b. **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, and also when boarders are in the company of day pupils at, or away from school premises, or outside school hours.
- c. **Investigative Action:** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and his or her accommodation (boarders) or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. In cases of serious breach of school discipline where a serious school sanction may lead to a suspension of 11 days or more, required withdrawal or expulsion, the School will attempt to ensure that his or her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the Pupil's choice.
- d. **Terminology:** In these Terms and Conditions "Suspension" means that a 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. "Rustication" means releasing a Pupil home or to an education guardian for a specified period of time (usually a week) but without further disciplinary consequences. "Final Warning" means that the Pupil has committed a breach or breaches of the School's disciplinary policy and a further breach that would result in a suspendable offence will result in Expulsion. "Withdrawal" means that the Parents have withdrawn the Pupil from the School. "Expulsion" and "Removal" means 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 the 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.

- e. **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, gating, Rustication or Suspension, a Final Warning or alternatively being Removed or Expelled.
- f. **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 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. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review.
- g. **Fees After Expulsion:** If the Pupil is expelled, there will be no refund of 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 sums due to the School will be payable.
- h. **Removal in Other Circumstances:** The Parents may be required to remove the Pupil permanently from the School, or from boarding, if, after consultation with the Parents, the Head is of the opinion that:
  - i. By reason of the Pupil's conduct, behaviour 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
  - ii. If the Parents have treated the School or members of its staff unreasonably; then
 in these circumstances, and 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 the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the school pending the outcome of the Review. See Clauses 7l and 7m.
- i. **Discretion of the Head:** The decision to Exclude, Suspend or require Removal or Expel a Pupil and the manner and form of any announcement shall be at the sole discretion of the Head who will act fairly when exercising his discretion. In no circumstances shall the School or its staff be required to divulge to Parent's or others any confidential information or the identities of Pupils or others who have given information which has led to Suspension, the requirement to Remove or Expulsion or which the Head has acquired during an investigation.
- j. **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.
- k. **Review:** In the event of Expulsion or of a Pupil's Removal being required, Parents may ask for a Governors' Review of the decision. Parents cannot request a Governors' Review regarding a decision to Suspend a Pupil unless the Suspension is for 11 school days or more, or would prevent the Pupil taking a public examination. The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents. Parents will be entitled to know the names of the Governors who make up the Review Panel.
- l. **Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors. If the Parents request a Governors' Review, the Pupil will be suspended from the school until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter the School premises during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- m. **Access:** A Pupil who has been Withdrawn, Excluded, Suspended, Removed or Expelled from the School has no right to enter school premises without the written permission of the Head.

## 8. Boarding

- a. **Compulsory Boarding Years:** Boarding is compulsory for all Pupils in Year 9; Year 11 and 12.
- b. **Medical Matters:** Each boarder, unless otherwise agreed by the Head, will be registered with the school's recognised private hospital while a Pupil at the school.
- c. **Change of boarding status:** Where a full boarding place is offered, at Year 7, the offer is made on the basis that the Parents intend the Pupil to continue at that boarding status until the end of Year 12.
- d. **Travel Arrangements:** The right is reserved to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the Pupil before, during or at the end of a term.
- e. **Fees in Lieu of Notice:** The Fees in lieu for a boarder is the boarding rate.
- f. **Education Guardians:** When both Parents reside outside Nigeria, Parental Responsibility must be delegated to a

suitable adult resident in Nigeria, who has agreed to take full Responsibility for the Pupil when not at school, to whom the School can apply for authorities when necessary and who can, if necessary, come to the School at short notice. The School can accept no Responsibility during exeats, 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 school, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents and the education guardian must be appointed before Entry. The education guardian appointed by the Parents must be acceptable to the School. The Parents shall provide the School with up to date contact details for the education guardian immediately on appointment and shall notify the School immediately of any changes to those details.

#### 9. Events Beyond the Control of Parties

- a. **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, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation.
- b. **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.
- c. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 9b above shall notify the other of the steps to be taken to ensure performance of this Agreement.
- d. **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under Clause 9b may terminate this agreement by providing at least three working days' notice in writing to the other party.

#### 10. General Conditions

- a. **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Pupil for whom any special safety precautions may be needed. A Parent may be Excluded from the 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.
- b. **Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he or she leaves the School premises in breach of School Rules or Regulations. A boarding Pupil will normally not be released out of school without parent's prior application for exeat.
- c. **Residence during Term Time:** Pupils, except when boarding, are required during term time and at weekends, exeats and half term, to live with a parent or legal guardian or education guardian acceptable to the School. The Head must be notified in writing immediately if a Pupil will be residing other than with a person who has Parental Responsibility.
- d. **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a 24-hour period or longer, the School requires, in writing, the name, address and telephone number for 24-hour contact of the adult who will have the care of the Pupil.
- e. **Liability and Insurances:** The School does not, unless there has been negligence or other wrongdoing, accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents including insurance of the Pupil's personal property whilst at school or on the way to or from school or on any school sponsored activity away from the School. The School does not accept the responsibilities of an insurance agent for any purposes connected with insurance taken out by Parents.
- f. **School Trips:** A variety of School trips will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these Terms and Conditions the Parents' consent to the Pupil taking part in any educational visit. Educational visits which:
  - i. cost more than N15000; or
  - ii. require overseas travel; or
  - iii. involve an overnight stay; or
  - iv. occur during a weekend or School vacation; or
  - v. involve some element of high risk or adventure activitywill 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. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to

respond to breaches of discipline, will be added to the Fees. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

- g. **Transport:** The Parents' consent to the Pupil travelling by any form of public transport and or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- h. **Conduct of Parents:** The Parents will behave appropriately when on School premises. This includes complying with the School's Rules and Regulations currently in force in relation to parking within School grounds or around the school. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which may justify withholding information to safeguard the interests and welfare and best interests of the child. 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 clothing.
- i. **Photographs:** By signing the Acceptance Form or agreeing to these Terms and Conditions the Parents' consent to the School obtaining and using photographs or 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;
  - educational purposes as part of the curriculum or extra-curricular activities.
- We would not disclose any detail of the Pupil's without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Head requesting an acknowledgement of their letter.
- j. **Pupils' Personal Property:** Pupils are responsible for the security and safe use of all personal property and for property lent to them by the School. Pupils are responsible for ensuring that all such property is clearly marked with the owner's name. Parents are responsible for the safe condition and use of all electrical appliances which Pupil bring on to school premises.
- k. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as is practicable. A complaint about any matter of School policy or administration not involving a decision to Expel or Remove a Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.
- l. **Progress Reports:** The School monitors each Pupil's progress and, at least twice a year, Parents will receive a report either in writing or at a meeting with the relevant teachers.
- m. **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'. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable where a Pupil is consistently falling behind with studies. A formal assessment can be arranged by the School at the Parents' expense, or by the Parents. Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties.
- n. **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that a 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 judgement 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. Additional support provided by the School may be charged as an extra.
- o. **Testing for Drugs and Substances:** The Head may at any time when grounds for suspicion exist, give the Pupil the opportunity to provide a biological sample under medical supervision to test for the use of illegal drugs or to provide a sample of breath to test for alcohol consumed in breach of School rules or policy. Such samples will not form part of the Pupil's permanent medical record at the school.
- p. **Confidentiality:** The School will take care to preserve the confidentiality of information concerning the Pupil. The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to 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, members of staff 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 e-mail, the internet and mobile electronic devices. See also the School's policy on acceptable use of IT and e-mail.
- q. **Examinations, Reports and References:** The School will enter a Pupil's name for an examination if the Head is satisfied that such is in the best interest of the Pupil. 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 professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired 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 Pupil's teacher. Information supplied to Parents and others concerning the progress and character of a 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 reports will be sent on written request only.

- r. **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a Pupil in conjunction with any member of staff of the School and or other Pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a Pupil is subject to the terms of a licence to be agreed prior to the use between the Pupil, his or her Parents and the School. The School will allow the Pupil's role in creation and development of intellectual property to be acknowledged. 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 judgement of the Head, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss and damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- s. **Representations:** The prospectus and School website describes the broad principles on which the School is currently run and gives an indication of our history and ethos. Although believed correct at the time of printing, neither the prospectus nor the website is part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus or website or on a statement made by a member of staff or a pupil should seek written confirmation of that matter from the Head before entering this agreement.
- t. **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.
- u. **Third Party Rights:** Only the School and the Parent 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. This contract is for the provision of education for the Pupil named on the Acceptance Form and not for any other child including siblings of the Pupil.
- v. 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.
- w. **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 on behalf of the Pupil authorise the School to process personal information including financial information relating to the Parents and sensitive personal information relating to the Parents and / or the Pupil as is deemed necessary for the legitimate purposes of the School. The following **Data Protection Information Notes** explain the purposes for which we process personal information.
  - i. The School holds information about you and your child including, parent and guardian contact and financial information and details of medical conditions. That information is kept electronically on the School's information management system or manually in indexed filing systems.
  - ii. 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 the information or passing it on to third parties.
  - iii. In accordance with our legal obligations, we may share information with local authorities, Federal and the State Ministry of Education, for example, where we have any safeguarding concerns.
  - iv. The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: The School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and or the School processing financial information obtained from you or from third parties such as credit reference agencies.
  - v. The School may process different types of information about your child for the purposes set out above. That information may include: Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child. Personal details such as home address, date of birth and next of kin Information concerning your child's performance at School, including discipline record, School reports and examination reports.
  - vi. We may share information about the payment of fees at this School if you have unpaid fees with other schools or educational establishments to which you intend to send your child.
  - vii. We may share some information with our insurance company, for example, where there is a serious incident at the School.
  - viii. We may, in order to verify your identity and so that we can assess your application for credit in contemplation of

an agreement for the deferment of fees, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. Failure to supply information may result in a refusal of credit.

- x. **Consumer Protection:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any word, alone or in combination, infringe consumer rights laws or any other provision of law, they shall be treated as severable and replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents statutory rights.
- y. **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the Terms and Conditions.
- z. **Jurisdiction:** This contract was made at the School and is governed exclusively by the laws of the Federal Republic of Nigeria and the parties submit to the non-exclusive jurisdiction of the Courts of The Federal Republic of Nigeria.

