



TERMS AND CONDITIONS

1. Terms and Conditions

The online version of the Terms and Conditions will always be the current version. The Appendix contains the definitions of key terminology used in this document. You will be notified of any substantive new changes.

2. Acceptance

I. New Students

Use a hard-copy Application Form or Our on line application process. The Application Form will only be considered valid if:

- (a) It is signed (in writing or by electronic signature in the on line process) by a Parent or Guardian, thereby explicitly accepting the Terms and Conditions;
- (b) The Application Fee has been paid;
- (c) The documents requested on the Application Form are included or promised as agreed with the Admissions Department.

II. Returning Students

Use Our On-Line Re-Registration Form and accept the Terms and Conditions, to validate the Re-registration Form. On receipt of the Signed Re-registration Form a place is offered for your child.

3. School Fees

- (a) The enrolment of a student for a particular school-year obliges You to pay the applicable Tuition Fees. The Tuition Fee is specified in the Application or Re-registration Form and on the School's website. The full Tuition Fee is payable in advance, within 14 days of the date of the invoice. The School reserves the right to request a 5% payment of Tuition Fees prior to invoicing, which is deductible at time of paying the invoice. The Tuition Fee covers all curricular activities that are a compulsory element in the student's learning program. Interest and other charges may be levied in the event of late payment. The School reviews the tuition fees on an annual basis and reserves the right to modify the Tuition Fees. The modification of the Tuition Fees shall be published on the School's website and You will be notified in writing.
- (b) Additional services offered by the School are subject to an additional fee. They include but not limited to the bus service, extracurricular field trips, after-school and/or extracurricular activities program, lunch service, speech therapy, occupational therapy and tutoring. You and every person signing the Application for Admission Form or the Re-registration Form are personally responsible to ensure that all Fees are paid.
- (c) Each person who has signed the Application or Re-registration Form is liable for the whole of the Fees due. The persons who have signed the Acceptance Form or Re-registration Form remain liable to the School for the whole of the Fees, unless the School has agreed in writing to look exclusively to any other person or organization for payment of the Fees or any part of them.
- (d) We reserve the right not to allow your child to attend the School or to withhold graduation, or any reports or references while Fees remain unpaid. You consent to our informing any other School or educational establishment to which You propose to send your child of any outstanding Fees. The School also has the right to retain the Student's School report cards and any other documentation in the name of your child in case the Tuition or Additional Fees are not paid in full.
- (e) Fees will not be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of Fees will be made in respect of such periods spent at home.

- (f) Upon request of the Parents/Guardians, the School may accept to send the invoice for Tuition Fees and/or any Additional Fees due to the School to a third party such as the employer of one of the Parents/Guardians. Notwithstanding any payment arrangements between the Parents/Guardians and third parties, You remain jointly and severally liable for the full payment of all invoices.
- (g) The Application Fee covers the costs of the Admissions Department processing the initial application. It is non-refundable whether the application is successful or not.

4. School Rules

- (a) It is a condition that your child complies with the most current School Rules. In particular, You undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behavior as shall be issued by the School.
- (b) The School reserves the right to search all property on the School premises in accordance with Belgian law. This policy is adopted with the aim of safeguarding the health and safety of students.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's e-communication and internet use for the purpose of ensuring compliance with the School Rules. ICT rules are issued at the start of the school-year directly to Parents/Guardians.

5. Disciplinary Sanctions

- (a) The Head of School may in his/her discretion require You, the Parent or Guardian, to remove or may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behavior (including behavior outside school) is unsatisfactory and in the reasonable opinion of the Head of School the removal is in the School's best interests or those of your child or other children.
- (b) The Head of School may in his/her discretion exclude You from the campus or require You to remove or may suspend or, in serious or persistent cases, expel your child if the behavior of either of the parents/guardians is, in the opinion of the Head of School, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head of School exercise his/her right under sub-clause 5(a) or 5(b) You will not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable).
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head of School may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehavior. All aspects of the Student's record at the School may be taken into account.
- (e) The School will act in a way which is reasonable in all the circumstances when taking decisions under this Clause.
- (f) The review of serious disciplinary matters is governed by the Complaints Procedure.

6. The School's Obligations

- (a) While your child remains a student of the School, We undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is participating in activities organized by the School.
- (b) In accordance with the law, We will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless You notify us to the contrary, You consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (c) If your child requires urgent medical attention while under the School's care, We will if practicable attempt to obtain your prior consent. However, should We be unable to contact You We shall be authorized to make the decision on your behalf should consent be required for urgent treatment (including anesthetic or operation) recommended by a doctor.

- (d) Our School publications describe the broad principles on which the School is presently run and is correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and We reserve the right to do so.
- (e) We shall monitor your child's progress at the School and produce regular written reports. We shall advise You if We have any concern about your child's progress but We do not undertake to diagnose special educational needs, for example, dyslexia or other specific conditions. A formal assessment can be arranged either by You or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head of School, the School cannot provide adequately for your child's special educational needs.

7. The Parents' or Legal Guardians' Obligations

- (a) It is a condition of your child's joining the School that You complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires, due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, You undertake to keep your child at home and not permit him / her to return to the School until such time as the health risk has been averted.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Application or Re-registration Form as having been given on behalf of both or all such persons.
- (d) The School expects full attendance during the School year. The Principal's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises and before or after the end of the School day unless he / she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- (f) If You have cause for concern as to a matter of safety, care, discipline or progress of your child You must inform the School without delay.
- (g) In the case of students receiving any type of Additional Learning Support, the School has the right to terminate the enrolment without any recourse to the courts and without any compensation in the following instances:
 - The Parents / Guardians fail to disclose information relevant to learning and emotional issues that affect the learning abilities of the Student;
 - The Parents / Guardians fail to collaborate in following up the recommendations of the School (i.e. assessments / counseling, additional therapies);
 - The School considers it is no longer able to meet the Student's needs.In each of the aforementioned cases the decision to terminate the enrolment is taken by the Head of School after having advice from the School Principal and / or therapists and / or specialists where appropriate as well as the Parents/Guardians. The School will inform the parents/guardians in writing providing a notice of not less than 3 months.
- (h) In order to fulfill Our obligations, We need your cooperation, in particular by: fulfilling your own obligations under the Terms and Conditions. These include but are not limited to:
 - Encouraging your child in his or her studies;
 - Giving appropriate support at home;
 - Keeping the School informed of matters which affect your child;
 - Maintaining a courteous and constructive relationship with School staff;
 - Attending meetings and maintaining contact the School where your child's interests is required.

8. Insurance

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

9. Confidentiality and References

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which You propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, We cannot be liable for any loss You are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to our providing references that may contain information relating to the reason for your child's leaving the School in the case of expulsion. Any reference supplied by us shall be confidential.

10. Change in Ownership

For the purposes of constitutional changes to the School or amalgamation We reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and / or to amalgamate the School with any other educational institution. Where appropriate We will inform all Parents / Guardians in relation to such changes.

11. Termination

- (a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without recourse to the Court, and without any obligation to return any deposit or fees paid to You if You are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these Terms and Conditions).
- (b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this agreement shall terminate at the end of your child's schooling at St. John's International School.

12. Force Majeure

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give You notice specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimize the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavors during the continuance of the force majeure to provide educational services.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify You of the steps it shall take to ensure performance of the agreement.

13. Communications

All notices required to be given under these Terms and Conditions must be given in writing including e-mail. You undertake to notify the School of any change of address of any person who has signed the Applications Form or Re-Registration Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that You are required to give under these Terms and Conditions must be addressed to the admissions office and sent to the School's address.

14. School Property

- (a) From time to time the school may lend equipment for a Student's exclusive use whilst a student at St. John's or for a shorter period where specified. Such equipment may include but not be limited to Netbooks, Computers, School Lockers, Sports Equipment, Calculators and will remain the property of the School. Such equipment can be used in and outside of school.
- (b) The equipment is your full responsibility at all times in regards to loss, theft or damage and you will be liable and invoiced for the costs of repairs and / or replacement up to a maximum of 500 euros per item.

15. Interpretation

Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

16. Jurisdiction and Governing Law

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

17. Variations

We reserve the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send You notice of any such modifications prior to the end of the penultimate quarter before the modifications are to take effect.

Appendix I

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

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

"Application Fees" — Fees required when Parents / Guardians are submitting an Application Form.

"Application Form" or "Re-registration Form" — Form provided by the School for Parents / Guardians to complete when applying or re-registering for a place for their child at the School.

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

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

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

"Fees" — refers to both Tuition Fees and Additional Fees.

"Head of School" — The person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated.

"Our" — St. John's International School FCJ ASBL or its duly authorized representative.

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

"Principal" — The person responsible for the day-to-day management of a School Section.

"School" — : St. John's International School FCJ ASBL or its duly authorized representative.

"School Day" — Any part or whole of a day when the School is in session.

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

"School Section" — Elementary School, Middle School or High School or other division as specified.

"Semester" — Two marking periods or quarters and comprises approximately half of the academic year.

"Tuition Fees" — Fees charged for educational instruction by the School.

"We" — St. John's International School FCJ ASBL or its duly authorized representative.

"You" — Each person who has signed the Application Form or Re-registration Form, or a person who with the School's written consent replaces the signatory to the requisite Forms.