



GENEVA ENGLISH SCHOOL

Terms and Conditions

For the provision of educational services

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1. INTRODUCTION

1.1 TERMS AND CONDITIONS

These Terms and Conditions, together with:

- the Offer Letter;
- the Acceptance Form; and
- the Fee Schedule

form the basis of a legally binding contract between you, the Parents, and the School for the provision of educational services. These Terms and Conditions are intended to help ensure the proper education and welfare of our pupils and the stability, proper resourcing and development of the School.

1.2 VARIATIONS

These Terms and Conditions are subject to change from time to time to reflect changes in the law or in custom and practice at the School. The Fee Schedule is also updated annually.

1.3 FEES AND NOTICE

The rules concerning Fees and Notice are of particular importance and are set out in Paragraph 1.8 and Section 7.

1.4 MANAGING CHANGE

Geneva English School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 9 for further details of the changes that may be made and the consultation and notice procedures that will apply.

1.5 TERMINOLOGY

School or We or Us: means the Geneva English School Association, trading as Geneva English School as now or in the future constituted (and any successor). The School is registered in the Geneva Register of Commerce. The School is constituted as a non-profit making association in accordance with Articles 60 ff of the Swiss Civil Code and is an authorised school in accordance with Article 41 para. 1 of the Public Education Act of the Republic and Canton of Geneva.

School Governors or Governing Body: 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.

Head: means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.

Parents or 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, 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. Please also see paragraph 1.8.3 and paragraph 9.6.

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 a 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 best interests and welfare of the child.

Pupil: means the child named on the Acceptance Form.

1.6 ADMISSION AND ENTRY TO THE SCHOOL

1.6.1 REGISTRATION AND ADMISSION

Applicants will be considered as candidates for Admission and Entry to the School when the application form has been completed and returned to Us. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time set out in the current Admissions Policy of the School, which is published on the School's website. Admission occurs when the Parents accept the offer of a place and pay the Registration Fee, first instalment of the Capital Development Fee and Acceptance Deposit. Entry occurs on the date when the Pupil attends the School for the first time under these Terms and Conditions.

1.6.2 EQUALITY

The School is a mainstream day school for boys and girls aged from 3 to 18 years. The School welcomes staff and children from many different origins, backgrounds and cultures. Human and children's rights and freedoms are respected. At present, our physical facilities for the disabled are limited but We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, We can cater adequately.

1.6.3 OFFER OF A PLACE AND DEPOSIT

A deposit (Acceptance Deposit) as shown on the [Fee Schedule](#) for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these Terms and Conditions or unless the Parents wish to donate full or part of the Acceptance Deposit to the School's Association.

1.6.4 IMMIGRATION

It is the Parents' responsibility at all times to ensure that the child will have the necessary authorisations to enter and study in Switzerland.

1.7 MEMBERSHIP OF THE PARENTS

As indicated at Article 5(2) of the School's [Articles of Association](#), Parents shall automatically become members of the Geneva English School Association upon receipt by the School of the Registration Fee, Acceptance Deposit and first instalment of the Capital Development Fee.

1.8 FEES

1.8.1 WHAT IS INCLUDED IN FEES

Fees may include alone or in combination any of the Registration Fee, the Acceptance Deposit, Capital Development Fee, tuition fees, fees for extra tuition, other extras such as clothing and equipment, 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 willful loss or damage to school property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

1.8.2 PAYMENT OF FEES

Fees are due four times per year as detailed in the [Fee Schedule](#). The first two payments relate to Autumn Term, the third to the Spring Term and the fourth to the Summer Term. The Parents jointly and severally agree to pay the Fees applicable to each part of the billing cycle 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 are due and payable as cleared funds before the deadline dates published in the [Fee Schedule](#). If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

1.8.3 PAYMENT OF FEES BY A THIRD PARTY

An agreement with a third party 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 Finance and Business Development Director. The School reserves the right to refuse a payment from a third party.

1.8.4 INDEMNITY

If the School is required to pay all or part of any sum received from a third-party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

1.8.5 REFUND OR WAIVER

Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded, reduced or waived if:

- the Pupil is absent through illness; and/or
- a Term is shortened or a vacation extended; and/or

- the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; and/or
- the School is temporarily closed due to adverse weather conditions; and/or
- for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

Please also see Section 8 for information about events beyond the control of the parties.

1.8.6 EXCLUSION FOR NON-PAYMENT

The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days, they will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 7. 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 where it is lawful to do so.

1.8.7 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 that are unpaid. In accordance with Swiss law, the rate of interest charged will be 5% per annum 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.

1.8.8 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 may be applied to any unpaid balance of Fees, as set out in paragraph 1.8.7.

1.8.9 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 also be appropriated by the School to the unpaid account of any other child of the Parents.

1.8.10 INSTALMENT ARRANGEMENTS

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

1.8.11 FEE INCREASES

Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fee increase, they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest, less any sums owing to the School.

1.8.12 INFORMATION ABOUT FEES

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

1.8.13 IDENTITY OF FEE PAYERS

From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

2 EDUCATIONAL MATTERS

2.1 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 will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve their desired examination results or that results will be sufficient to gain entry to other educational establishments.

2.2 ORGANISATION OF THE CURRICULUM

We reserve the right to organise the curriculum and its delivery in a way in which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching that actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons 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 Pupil's class teacher, tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

2.3 PROGRESS REPORTS

The School shall monitor the Pupil's progress and shall report regularly to the Parents by full written reports and parents' meetings.

2.4 RELATIONSHIPS AND SEX EDUCATION

The Pupil will receive relationships and sex education appropriate to their 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.

2.5 PUBLIC EXAMINATIONS

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 their 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 their teachers.

2.6 REPORTS AND REFERENCES

Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

2.7 LEARNING DIFFICULTIES

The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty that is considered to be a "special educational need". Members of the school staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

2.8 SCREENING FOR LEARNING DIFFICULTIES

The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

2.9 INFORMATION ABOUT LEARNING DIFFICULTIES

The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, Parents will be asked to withdraw the Pupil, without further charge if in the professional judgment of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

2.10 MOVING UP THE SCHOOL

It is assumed that if the Pupil satisfies the relevant criteria at the time they will progress through the School and will ultimately complete Year 13. The Parents will be consulted before the end of the Spring Term 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 Summer Term) in accordance with the provisions about Notice in Section 9 below 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. If the Parents do not pay the non-refundable enrolment deposit for transfer between Year 6 and Year 7 before the deadline published to Year 6 Parents in advance, a place for the Pupil in Year 7 cannot be guaranteed. See also the School's [Admissions Policy](#) and [Fee Schedule](#).

2.11 INTELLECTUAL PROPERTY

Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may, subject to the Pupil's consent (if applicable), use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it or putting it or a copy of it on the School's website.

2.12 PUPIL'S 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. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.

2.13 CONSENT FOR EDUCATIONAL VISITS

A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these Terms and Conditions the Parents consent to the Pupil taking part in all educational visits. These include:

- off-site activities involving Pupils aged 5 or under; or
- visits (including overnight or residential stays) which take place during the weekends or school holidays; or
- non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
- adventure activities which may take place at any time.

The Parents agree that the Pupil shall be subject to school discipline in all respects whilst engaged in an educational visit.

2.14 THE COST OF EDUCATIONAL VISITS

The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in Section 2.13 above. The cost of such a visit will be payable in advance and may be subject to a separate agreement. 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 invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit that incurs additional cost to the Parents while overdue Fees remain unpaid.

3 COMPLAINTS

Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. The School's [complaints procedure](#) is published in the policies section of the School's website. See also paragraph 6.18.

4 PASTORAL CARE

4.1 THE SCHOOL'S COMMITMENT

We 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. We will respect the Pupil's human rights and freedoms, which must, however, be balanced with the lawful needs and rules of the school community and the rights and freedoms of others.

4.2 PUPIL'S RIGHTS

The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with their parents. If any conflict of interest 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.

4.3 HEAD'S AUTHORITY

The Parents authorise the Head to take and/or authorise in good faith all decisions that the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 5.

4.4 ETHOS

The ethos of the School is to foster good relationships between pupils and between members of 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 the Parents, and We expect the same of the Pupil and the Parents in relation to all members of the school community.

4.5 PHYSICAL CONTACT:

The Parents 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 to the Pupil in distress; or
- to maintain safety and good order; or
- in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

4.6 DISCLOSURES

The Parents must, as soon as possible, disclose to the School in confidence:

- any known medical condition, health problem or allergy affecting the Pupil;
- any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
- any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
- any concerns about the Pupil's safety;
- any significant deterioration in the financial circumstances of the Parents;
- if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

4.7 CONFIDENTIALITY

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:

- email;
- the internet; and
- mobile electronic devices.

Please refer to the school's policies on the [Acceptable Use of IT](#) for further information.

4.8 SPECIAL PRECAUTIONS

The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly, the Parents must notify the Head 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. The Head

may exclude the Parents from school premises if, acting in a proper manner, he/she considers such exclusion to be in the best interests of the Pupil or any other member of the school community.

4.9 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 does not accept responsibility for the Pupil if they leave school premises in breach of the School Rules or Pupil Code of Conduct.

4.10 RESIDENCE DURING TERM TIME

The Parents must immediately notify the Head in writing if the Pupil will be residing under the care of someone other than the Parents or legal guardian during term time.

4.11 COMMUNICATIONS FROM THE 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 unless there is clear evidence of a contrary view. 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 Section 7.

4.12 ABSENCE OF THE PARENTS

The Parents must inform the Head in writing of the name, address and telephone number for 24-hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24-hour period or longer.

4.13 PHOTOGRAPHS AND IMAGES (INCLUDING VIDEO RECORDINGS)

The School may obtain and use photographs and images (including video recordings) of the school community including the Pupil and Parents for:

- use in the School's promotional material such as the prospectus, the website or social media;
- press and media purposes; and/or
- educational purposes as part of the curriculum or extra-curricular activities.

Please see the School's [Taking, Storing and Using Images of Children Policy](#) and Privacy Notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. For pupils in Year 7 and above, we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We will not disclose the name of the Pupil alongside a photograph or video without the Parents' consent.

4.14 REQUEST FOR CONFIDENTIALITY

The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be

kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.

4.15 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.

4.16 PUPIL'S PERSONAL PROPERTY

The Pupil is responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for items lent to him/her by the School, including items of IT equipment.

4.17 INSURANCE

The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

4.18 SCHOOL'S LIABILITY

Unless acting with unlawful intent or gross negligence (in the meaning of Article 100 para. 1 of the Swiss Code of Obligations) causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

5 HEALTH AND MEDICAL MATTERS

5.1 MEDICAL DECLARATION

Before the Pupil enters the School the Parents will be asked to complete a Medical Information and Consent Form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been recently in contact with anyone with an infectious or contagious disease.

5.2 MEDICAL CARE

The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to their guardian when they are unwell.

5.3 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 if 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 where the Pupil has provided their authority to release their doctor from privilege.

5.4 MEDICAL INFORMATION

Throughout the Pupil's time as a member of the School, the Head or his Deputies shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the school community. Such information will be given and received on a confidential, need-to-know basis.

5.5 EMERGENCY MEDICAL TREATMENT

The Parents authorise the Head or his Deputies to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

6 BEHAVIOUR AND DISCIPLINE

6.1 SCHOOL REGIME

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

6.2 CONDUCT AND ATTENDANCE

We attach importance to kindness, 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, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with school guidelines concerning dress code and general appearance.

6.3 SCHOOL RULES

The School Rules (Early Years and Primary) and Pupil Code of Conduct (Secondary) that apply are set out on the School's website and other documents published from time to time.

6.4 SCHOOL DISCIPLINE

The Parents 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's policies on behaviour and discipline current at the time and published on the School website apply to all pupils at the School and at all times when the Pupil is in or at school, representing the School, travelling to or from school, on school-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health,

safety or wellbeing of a member of the school community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

6.5 INVESTIGATIVE ACTION

An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and their belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

6.6 PROCEDURAL FAIRNESS

Investigation of an allegation, complaint or rumour that could lead to Expulsion, Requirement to Leave or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or guardian, the Pupil will be assisted by an adult (usually a teacher) of their choice.

6.7 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.

6.8 DRUGS AND ALCOHOL

The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

6.9 SANCTIONS

The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those 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, Suspension, Withdrawal, Requirement to Leave, or Expulsion.

6.10 DEFINITIONS OF SANCTIONS

The definitions in this paragraph apply in these Terms and Conditions.

Expulsion: means that the Pupil is required to leave the School permanently in circumstances described in paragraph 6.11.

Requirement to Leave: means that the permanent removal of the Pupil from the School is required in circumstances described in paragraph 6.13.

Suspension: means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

Withdrawal: has the meaning set out in Section 7.

6.11 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. See paragraph 6.16 and paragraph 6.17.

6.12 FEES FOLLOWING EXPULSION

If the Pupil is expelled, there will be no refund of the Acceptance Deposit or 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.

6.13 REQUIREMENT TO LEAVE IN OTHER CIRCUMSTANCES

The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

- the Pupil has committed a breach or breaches of School Rules/Pupil Code of Conduct or discipline for which Requirement to Leave is the appropriate sanction; or
- 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
- one or both of the Parents have treated the School or members of its staff or any member of the School community 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 a Requirement to Leave. 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 Pupil's Requirement to Leave 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 paragraph 6.16 and paragraph 6.17.

6.14 FEES FOLLOWING REQUIREMENT TO LEAVE

If the Pupil is removed or withdrawn in the circumstances described in paragraph 6.13, the provisions relating to Fees shall be as set out in paragraph 6.12 save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.

6.15 LEAVING STATUS

The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion, Requirement to Leave or Withdrawal.

6.16 GOVERNORS' REVIEW

The Parents may request a review by Governors (Governors' Review) of a decision to expel or a Requirement to Leave of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when he informs the Parents of his decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

6.17 PUPIL'S STATUS PENDING REVIEW

If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

6.18 COMPLAINTS PROCEDURE

A complaint as described in Section 3 above which does not involve an Expulsion or Requirement to Leave of the Pupil must be made in accordance with the School's complaints policy, which is published on the School's website and a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

7 PROVISIONS ABOUT NOTICE

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

Notice: means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given by:

- both Parents; or
- one of the Parents with the prior written consent of the other Parent; and

in either case the prior written consent of any other person with Parental Responsibility where appropriate before the first day of Term addressed to and received by the Head personally.

It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

A Term's Written Notice: means Notice given before the first day of a Term and expiring at the end of that Term. For entry to the School at the beginning of the Autumn Term, notice of the Parents' wish to cancel the place after acceptance must be received by the Head before 1 March in the year of entry. A Term's Written Notice must be given if:

- the Parents wish to cancel a place after acceptance for entry to the School at other times of the school year; or
- the Parents wish to withdraw the Pupil who has entered the School.

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, exhibition, 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.

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 paragraph 1.6.1 for details of when Entry to the School occurs.

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. Nonetheless, the School agrees to limit the compensation due by the Parents to:

- one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt immediately if less than a Term's Written Notice of Cancellation has been given (or, in the case of entry at the beginning of the Autumn Term, if Notice of Cancellation is received after 1 March in the year of entry); or
- the Acceptance Deposit if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School.

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 paragraph 1.6.1 for details of when entry to the School occurs. See also paragraph 1.8.6 and the paragraphs below.

Withdrawal by the Parents: 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 4.6, Fees in lieu of Notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.

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.

Prior consultation: It is expected that the Parents will consult personally with the Head or with the Head's Deputy/Assistant before Notice of Withdrawal is given by the Parents.

Discontinuing extra tuition: A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

Termination by the School: The School may terminate this agreement on one Term's notice in writing sent by ordinary post. 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). The Acceptance Deposit will be refunded without interest, less any outstanding balance of Fees. The School may terminate this agreement without compensation and immediately where the Pupil does not have the appropriate immigration permission to live in Switzerland and to study at the School.

8 EVENTS BEYOND THE CONTROL OF THE PARTIES

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 of disease, failure of utility service or transportation.

Notification: If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations 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.

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.

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

9 GENERAL CONTRACTUAL MATTERS

9.1 DATA PROTECTION

The School has a Privacy Notice and a Privacy Notice for Pupils at GES Secondary which explain how the School will use the Parent's and the Pupil's personal data. These privacy notices are published on the School's website and referred to in the offer letter. The Parents must read these privacy notices in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the Privacy Notice for Pupils at GES Secondary and discuss it with him/her before accepting the offer of a place.

9.2 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.

9.3 CONSUMER RIGHTS

Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words that give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory rights.

9.4 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 provided with reasons for the change and where possible given at least a Term's Notice in writing of:

- a change of ethos or culture; or
- a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care.

9.5 INFORMATION FOR PARENTS

We provide Parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained on the School's website/promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement, they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

9.6 THIRD PARTY RIGHTS

Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

9.7 INTERPRETATION

These Terms and Conditions supersede any 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 these Terms and Conditions.

9.8 JURISDICTION

This contract, together with each matter relating to the provision of educational services by the School, is governed exclusively by Swiss law and the parties submit to the exclusive jurisdiction of the ordinary Courts of Geneva.

10 SUMMARY OF CLAUSES CONTAINING FINANCIAL CONSEQUENCES

Event	Sections and paragraphs
Offer of a place and deposit	1.6.3
Refund or waiver	1.8.5
Exclusion for non-payment	1.8.6
Late payment	1.8.7
Fees following Expulsion	6.12
Fees following Requirement to Leave	6.14
Fees in lieu of Notice	7
Cancelling acceptance	7