

# LYCÉE INTERNATIONAL DE LONDRES

## Terms and Conditions

School Year 2019 - 2020

These **Terms and Conditions** (together with the Letter of Offer, the Acceptance Form, the annual fees notification to Parents each year and the School Rules) form the basis of a legal contract for education services (the “**Contract**”) between the Lycée International de Londres (the “**School**” or “**LIL**” or “**us**”) and the Parents.

### 1. Introduction

1.1 Lycée International de Londres is a company limited by guarantee registered with the Charity Commission. The School operates as a financially independent body, funded solely by the school fees received from families. The charity trustees (“**Governors**”) are appointed as needed under the terms of its Articles of Association. The trustees (“**Governors**”) have overall responsibility for the governance of the School. Together, the trustees are known as the “**Governing Body**”. The School also trades under the name Lycée International de Londres Winston Churchill.

1.2 LIL is registered with the Department for Education (DfE) as an independent school. The School is located at 54 Forty Lane, Wembley, HA9 9LY. LIL is a non-denominational international school which offers two alternative programmes:

1.2.1 In the Bac Français Bilingual Programme the curriculum set by the French Ministry of Education (“**Ministère de l’Education Nationale, de l’Enseignement supérieur et de la Recherche**”) is taught. The aim of the School is to offer a French bilingual curriculum taught mostly in French adding more classes taught in English as the pupils progress from Grande Section de Maternelle to Cours Moyen 2 (years 1 to 6) and to teach a French curriculum with additional English language options for its secondary classes, Sixième to Terminale (years 7 to 13). The Programme culminates in the French exam, the “**Baccalauréat**”, which is externally assessed and grants students the right to pursue higher education in France and apply for colleges and universities in most countries of the world. This Programme is open to all students with a good command of the French language.

1.2.2 In the English International Programme a global curriculum is taught in English which prepares students for the International Baccalaureate (IB) Diploma Programme for which Lycée International de Londres Winston Churchill is a candidate school\* and is pursuing authorisation as an IB World School. IB World Schools share a common philosophy - a commitment to high-quality, challenging, international education - that we believe is important to our students. For further information about the IB and its programmes, visit [www.ibo.org](http://www.ibo.org) Pending a successful verification visit by

the IB organisation in April 2019 LIL will welcome its first IB DP students to Year 12 in September 2019.

1.3 LIL is an “*établissement partenaire*” within the AEFÉ network.

1.4 The **Head** is the person appointed by the Governing Body to be responsible for the day-to-day management of the School. The “**COO**” shall mean the School’s Chief Operating Officer.

1.5 The “**Parents**” 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. Parents or persons responsible for a child are expected to communicate with each other and reach an agreement about their child. The School will be entitled to accept instructions from either parent without reference to the other (special dispositions can be put in place in the case of parents who are separated). Fees payable by a third party (for example an employer, grandparent or step-parent without parental authority) will be subject to a separate agreement between the School, the Parent and the third party. Please see also clause 8.2 and clause 25.3.

1.6 **Parental responsibility:** those who have parental responsibility (ie legal responsibility for the child) are entitled to receive relevant information concerning the child, whether or not they are party to this contract, unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

1.7 **Student:** means the child named in the acceptance form. The age of admission of a child is calculated in accordance with French custom (calendar year).

\* Only schools authorised by the IB Organization can offer any of its four academic programmes: the Primary Years Programme, the Middle Years Programme, the Diploma Programme, or the Career-related Programme. Candidate status gives no guarantee that authorisation will be granted.

## 2. School Rules (Charte de vie scolaire)

2.1 The School Rules, which may be amended from time to time, are provided to Students and Parents each year and are available on the School’s website.

2.2 It is a condition of remaining at the School that the Student complies with the School Rules.

2.3 The School reserves the right, subject to applicable data protection legislation, to monitor the Student’s email communication (at his or her school email address) and internet use for the purpose of ensuring compliance with the School Rules.

### **3. School's website policies**

3.1 The School's website contains a number of policies which are available for Parents to read, including the School's Complaints Policy. The purpose of the School's website and the policies therein is to clarify the School's organisation and rules and inform Parents. The School's Privacy Notice is included with these policies. Although this information is correct at the time of publication, there could be changes affecting any of the matters dealt with in the website. With the exception of the School's Anti-Bullying Policy (see below, 3.2), the policies do not form part of the contract between the Parent and the School.

3.2 We consider that every member of the School should feel valued and respected, and that each person should be treated fairly and well. Bullying, harassment, victimisation, intimidation and discrimination will not be tolerated. The School's anti-bullying policy forms part of these Terms and Conditions. The School applies the Equality Act 2010 and expects the same of the School community.

### **4. Charter relating to the movement of Students between French "homologués" schools in London**

4.1 An agreement (the "Charter") between French schools in London which are accredited by the *Éducation Nationale* ("*Ecoles homologuées*") regulates the transfer of Students between such schools. It aims to ensure Students can continue their French education in London until the end of their schooling (end of *Terminale*). This means that LIL must give priority to students who transfer from a London *homologué* school at the end of the schooling offered by the transferring school (subject to its admission criteria and availability of places) over other students.

4.2 As an *Ecole homologuée*, LIL participates in, and respects the agreement of the 'Plan Ecole'.

### **5. Application for places and admission**

5.1 **Equality:** The School is a day school for students from 5-19 (GSM to *Terminale*). The School welcomes staff and students from many different ethnic groups, backgrounds and beliefs. Human rights and freedoms are respected. The School expects all members of the School (whether adults or children) to enjoy a safe and welcoming environment where they are able to achieve success irrespective of their nationality or ethnic background. LIL will comply with its legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.

5.2 Application for a place can be made electronically through the School's website. Pre-registration for places in the next academic year will typically open in

November. Details of dates are published on the School's website. Applications will be considered in accordance with LIL's Admissions Policy.

5.3 Applicants will be considered as candidates for admission and entry to the School when Parents have completed the electronic application form online, and when they have paid the **non-refundable** pre-application fee of £100. Admission will be subject to the availability of a place and the Student and Parent satisfying the admission requirements at the relevant time.

5.4 Information about the admission process will be provided to Parents if and when LIL offers a place to your child. An offer of a place is accepted once the Parents submit the duly completed and signed acceptance form and pay the non-refundable registration fee and advance on fees (explained in clauses 5.5 and 5.6 below). The acceptance form must be signed by all (and only) those with parental responsibility for the child. In the majority of cases this means the mother and father, whether together or separated.

5.5 **Admission** occurs when Parents accept the offer of a place and satisfy all the admission requirements (or conditions) which are set out in the offer letter (when the offer of a place will become unconditional). **Entry** occurs when the Student attends the School for the first time under these terms and conditions.

5.6 Parents consent to the School making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. In the case of students transferring from a school member of the AEFÉ network, LIL will need to have received a 'certificat de radiation' or 'exeat' issued by that school before the child can be admitted to LIL. Parents also consent to LIL informing any other school or educational establishment to which the Student is to be transferred if any fees of LIL are unpaid. A 'certificat de sortie' or 'radiation' ('exeat') will be delivered by LIL if all fees due have been paid. This certificate is required by schools which belong to the AEFÉ network.

5.7 **Students who will not be living with their family** while attending the school may still apply. They will be subject to a separate and selective admissions process. Families in this situation **must** contact the school directly prior to pre-registration. Only students over 16 years of age will be admitted in this category. The School reserves the right to withdraw its offer of a place at any time if the family has not disclosed all relevant information and complied with all the conditions below.

Should the School be in a position to offer a place in these circumstances, parents will need to confirm that they have taken in to consideration the following important points:

- a) The School does not have or provide an accommodation function, nor does it provide recommendations for finding a host family. Parents will therefore need to find and make their own arrangements with a host family.
- b) All host families must be approved in accordance with the United Kingdom's strict child protection laws and safeguarding requirements. It is therefore essential that parents go through a specialist organisation.

- c) With the utmost regard for the well-being of the students, the School maintains that the separation from family can be very difficult for 16 year olds, who have a great need to be surrounded and supported. Parents should note that in the event of a problem or emotional discomfort, the School reserves the right to withdraw the place should it feel that it is in the best interests of the child, even during term time. This would always be done through full and thorough consultation with the family.

## 5.8 First registration fee

**Normal fee:** A first registration fee of £1,250 is payable on acceptance of each new student place.

**Sibling discounts** are available to current as well as new families for new registrations.

- For the second child of a family registered at LIL the first registration fee is reduced to £1,000.
- For the third and each subsequent child of a family registered at LIL the first registration fee is reduced to £800 per child.

**CFBL Troisieme special discount:** for students registering for Seconde the first registration fee is reduced to £800.

## 5.9 Admission during the course of a school year:

If a Student is admitted for entry during a school year, Parents will be asked for a first registration fee of £1,250 (subject to 5.8 above) and tuition fees for the whole current term, on acceptance of a place. Admission of the Student will be complete when the registration fee and term fees are paid and other admission requirements are satisfied (for example 'exeat' from current school).

In some cases, if the School offers you a place after the start of a term, because a place was not available at the start of term, it will invoice you for the term's fees on a pro rata basis rather than the full term's fees which would normally be due. This exceptional tariff will not be available when it is the family who selects to register their child during the course of a school term, in which case fees for the whole term will be payable. Likewise, no apportionment of fees will be made when a child leaves the School during a school term.

## 5.10 Admission for the school year 2019/2020:

On acceptance of a place for admission in the 2018/2019 school year, Parents must pay £2,250 - representing £1,250 (subject to 5.8 above) registration fee and £1,000 advance on tuition fees for the 1st term and satisfy all other requirements or condition(s) set out in the offer for a place.

The balance of fees due for the 1st term will be payable when invoiced by the School.

If Parents wish to cancel the place at any time after accepting the place, all fees payable on registration, including the advance on fees will not be reimbursed, whatever the reason for the cancellation.

The School banks with HSBC and the details are:

Sort code:	40-03-21
Account number	42155451
IBAN:	GB83HBUK40032142155451

Please include your name as reference when you make the payment.

5.11 The allocation of a place in a year group will take into consideration the Student's age and/or school records and, for students transferring from a school accredited by the *Education nationale*, the advice of the *conseil de classe* or *de cycle*. The entry level will be determined in accordance with French custom (age of child in calendar year).

## **6. Re-registration (when applicable)**

6.1 Parents whose children are registered with the School will be requested to confirm whether they wish for their child to remain for the next school year. Re-registration of your child will typically take place between November and January each year through a web link provided by the School.

**6.2 By re-registering a child, Parents confirm they have read and accepted these terms and conditions and the School fees published by the School on its website for the relevant school year (and sent by email to Parents).**

6.3 Re-registration will require the payment of an advance of £1,000 for the first term fees of the next school year. The £1,000 deposit is due by 1 Feb. Families receiving financial aid from the French '*Bourses Consulaires*' or the French Scholarship Foundation (FSF) may contact the school to discuss this.

6.4 Failure to confirm or pay the advance due when required may result in the place for a child not being held.

**6.5 The advance of £1,000 may only be refunded if the family is relocated outside the UK (proof required before the start of term).**

6.6 The "*conseil de cycle*" for the primary or class council or "*conseil de classe*" for the secondary will confirm the transfer to the next year group after consultation with Parents.

## 7. School Fees

For the purpose of these Terms and Conditions, the term “School Fees” includes the following: annual tuition fees (comprising mandatory lunch, and if relevant, digital device), registration fees, after school programme fees, fees for extras such as equipment or books purchased by the School, exam fees, charges arising in respect of educational visits and damage where the Student alone or with others has caused wilful loss or damage to school property or the property of any other person.

7.1 Annual tuition fees are published on the School’s web site and are communicated to Parents by email.

7.2 The school year is divided into 3 accounting terms: 45% of the annual tuition fees are invoiced for the first term (September to December) and the remaining 55% is invoiced equally for the second term (January to March) and third term (April to early July).

7.3 The fees will be reviewed annually and may be increased by such amount as the School considers reasonable. The School shall endeavour to give reasonable notice of any increase in annual fees and in any event shall give Parents notice of the following school year fees before the annual re-registration process (Clause 6).

7.4 The French Consulate in London grants means-tested bursaries to French Students subject to certain conditions. Families must apply to the French Consulate directly. The French Consulate will pay any bursary awarded directly to the School on behalf of the Parents.

7.5 The French Scholarship Foundation (FSF) offers financial assistance to families with pupils at *Collège français bilingue de Londres (CFBL)* and *Lycée international de Londres Winston Churchill*. Having recently benefited from a kind donation, FSF can now broaden its actions to help pupils continue their education in those schools. Families from both schools, with financial needs, may submit an online application at the following address: <http://fsfoundation.org.uk/how-to-apply/>. The Foundation handles all applications in an impartial and confidential manner. Please check the financial assistance policy on the [FSF website](#).

## 8. Payment of Tuition Fees

8.1 Parents are invoiced, and tuition fees are due, prior to the start of each school term. Typically, the dates will be as follows:

Term	Invoice issued	Tuition fees due
Term One (September - December)	1 June	1 July
Term Two (January - March)	15 October	15 November
Term Three (April - June/Early July)	1 March	1 April

Re-enrolment: The £1,000 deposit is due by 1 Feb. (6.3 above.)

8.2 **Payment of fees by a third party:** An agreement with a third party (such as employer, grandparent, step-parent without parental responsibility) to pay the fees or any sum due to the School does not release the Parents from liability if the third party defaults, nor does it affect the operation of any other of these Terms and Conditions unless an express release has been given in writing by the COO. The School reserves the right to refuse a payment from a third party.

8.3 Fees are due for the whole term, even if the Student attends only part of a term. This means, for example, that fees will not be refunded or waived if the Student is absent through long illness or temporarily or permanently expelled from the School, a term is shortened or vacation extended, or if the School is temporarily closed due to adverse weather conditions (see also force majeure clause 24). An unauthorised absence at the start of a term will entitle the School to keep the fees for the whole term.

8.4 If a child has been awarded a bursary (*bourse scolaire*) by the AEFÉ or FSF, Parents will be liable for the balance of fees due after taking into account the amount of bursary allocated to the child. The Parents will be invoiced every term. Should the AEFÉ or FSF decide to withdraw or reduce the amount of bursary allocated to your child, the Parents will be liable to pay the amount of fees or other amounts invoiced by the School not covered by the bursary (regardless of whether they have appealed to the AEFÉ or FSF for a review of their decision).

8.5 After school programme fees may be paid using UK childcare vouchers. It is not possible to pay annual tuition fees with UK childcare vouchers.

8.6 Payments must be made by bank transfer or by cheque (bank charges are at your cost) as directed in the invoice. The School does not accept cash.

8.7 The School reserves the right to suspend a Student (i.e. release a child home) on three days' written notice while fees remain unpaid. This suspension will not be noted in the Student's disciplinary record. The Student will continue to have Internet privilege but the School is not obliged to provide any lessons or tuition by distance. If the Student is suspended due to unpaid fees for a period of



28 days, he or she will be deemed to have been withdrawn from the School by his or her Parents.

8.8 The School may withhold any information or a character reference while the fees remain unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.

8.9 The School will levy an administration charge of £20 for a late payment or dishonoured cheques (referred to as drawer or stopped). A late payment of more than thirty days will incur an administrative charge of £50. In case of part payment of fees without the School's consent, the late payment charge will apply to the unpaid balance of fees.

## **9. Unpaid fees**

9.1 LIL accounting department will contact you if you have not paid the fees by the due date of the invoice.

9.2 Facilities for payment can be proposed, at the School's discretion, to parents who have financial difficulties during the current school year (see Clause 8.3). The School does not offer credit facilities.

9.3 No student shall be admitted into the school at the start of an academic term if all fees have not been settled in full from the previous completed term.

9.4 Where fees remain unpaid and there is no attempt from the family to settle the outstanding amount, the School may take legal action in order to recover the amount outstanding as well as any fees incurred in taking such action.

## **10. Parental/Guardian Obligations**

10.1 In addition to the obligations included elsewhere in these Terms and Conditions, Parents/guardians undertake to adhere to the school's mission and values and co-operate with the School and School staff in good faith, particularly including:

- maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
- encouraging the Student in his or her studies, and giving appropriate support at home;
- keeping the School up-to-date and informed of matters which affect (or may affect) the Student including circumstances which arise at any time that affect (or may affect) the Parents' ability to pay the fees and ensure that all details or other information notified or otherwise disclosed to the

School about Parents and/or the Student are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

- being cooperative and providing assistance to the School so that the Student can participate and benefit from the School's provision of education; and
- attending meetings and otherwise remaining in contact with the School regarding matters which are relevant to the Student.

10.2 Parents accept responsibility for the Student while off the School's premises (unless he or she is taking part in a school activity under our supervision).

10.3 If Parents have cause for concern as to a matter of safety, care, discipline or progress of the Student they must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure (published on the School's website and available upon request).

## **11. Health and medical or other special needs**

11.1 Parents will be asked to complete a confidential medical information form at the start of the School year (and before registration of their child in case of special needs) and inform the Head in writing if the Student develops any medical condition of which the School should be made aware.

11.2 If your child has special needs, you must discuss it with the Head before you register your child or as early as you are able to if a need arises later. If the School can accommodate your child, a "*projet d'accueil individualisé*" will be agreed with the Head.

11.3 Parents authorise the Head and the School to consent on their behalf to the Student receiving emergency medical treatment including blood transfusion, general anaesthetic or operation by the National Health Service if Parents cannot be contacted in time.

11.4 While the Student attends the School, the Head and the School's designated safeguarding officer(s), shall have the right to disclose confidential information about a Student if either of them considers it to be in the Student's interest or necessary for the protection of other members of the School community. This information will be given confidentially and on a need to know basis. Further information is made available in the School's Policy on Safeguarding and Child Protection (published on the School's website).

11.5 Parents may be asked to withdraw a child if, in the professional judgement of the Head and the School's educational psychologist and after consultation with the Parents (and with the Student, if appropriate), the School is unable to provide adequately for the Student's special educational needs. The School reserves the

right to charge for the provision of additional teaching or support agreed with Parents.

## **12. Behaviour and discipline**

12.1 We attach great importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. It is the responsibility of the Parents that the Student attends School each day (see Clause 14), is punctual, works hard, is well behaved and complies with the School Rules.

12.2 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 broad discretion in relation to the School's policies, rules and procedures and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Student is at issue.

12.3 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 Student and the School community as a whole. The School Rules and School's Behaviour and Discipline Policy (published on the School website and available to Parents on request) apply to all Students when they are on School premises or in the care of the School. The Policy and the School Rules set out the disciplinary process and sanctions applied by the School.

## **13. Suspension, exclusion and required removal**

13.1 The Head may at his or her discretion suspend, or in serious or persistent cases, expel a student from the School. In reaching this decision, the Head will consider the safety and wellbeing of the Student concerned, the rest of the School and the community at large. Such matters will be discussed privately with the parents.

13.2 The Head may at his or her discretion require parents to remove their child from the School if the parents' behaviour or conduct or the behaviour or conduct of one of them is unreasonable; and/or adversely affects (or is likely to adversely affect) their child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with their obligations under this contract.

13.3 Should the Head exercise his or her right under 13.1 or 13.2 above, Parents will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable).

13.4 The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive. All aspects of the Student's record at the School may be taken into account.

13.5 Parents acknowledge that any review of serious disciplinary matters or decisions taken by the Head under this Clause 13 shall be governed by the Complaints Procedure.

13.6 Please refer to clause 8.7 in relation to suspension of a Student's schooling for non-payment of school fees.

#### **14. Students' attendance**

14.1 The School must be informed in writing of any reason for a Student's absence from School.

14.2 Wherever possible the School's prior consent should be sought for absence from the School. Parents whose children are of compulsory school age (5 to 16) are responsible for ensuring that their children attend school regularly. If they fail to do this, they may be guilty of an offence and can be given a penalty notice or prosecuted under section 444 of the Education Act 1996.

14.3 As explained in its Attendance and Absence Policy, the School is required in some cases to report unauthorised absences to the London Borough of Brent's Education Welfare Service. The London Borough of Brent may fine parents.

#### **15. Additional costs**

Additional costs will be invoiced to Parents as they arise. Examples include external exam fees, iPad insurance, educational visits, after school programme.

A variety of educational visits will be organised for the Students. They are, in general, at additional cost to the Parents. All educational visits will require Parents' consent and will be subject to a separate agreement with the School.

#### **16. Collection of Students**

Parents of primary students must collect their child at the time requested under the School Rules. Please see the Drop Off / Collection policy on our website for details. The School reserves the right to charge Parents a fee in the event that the School is required to care for a Student after school hours.

#### **17. Students' Personal Property**

The School is not responsible for the loss or damage to Students' personal property. Students are responsible for the safe use of the School equipment which has been made available to them (sports equipment, computers, etc).

#### **18. Insurance**

18.1 Parents must make their own insurance arrangements if they require cover for their child's person or property while at School or for the payment of fees due to absence of their child or closure of the School premises.

18.2 Unless proven negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to a Student or Parent or for loss or damage to property.

## **19. Confidentiality and Data Protection**

19.1 Parents consent to the School supplying information and a reference in respect of their child to any educational institution, that they propose their child may attend, which requests a reference. Any reference supplied by the School shall be confidential. The School will take care to ensure that all information that is supplied relating to the child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, the School cannot be liable for any loss the Parent of their child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School.

19.2 Parents consent to the School making use of information relating to your child (including photographs, video recordings and sound voices recordings), and (where appropriate) relating to the Parents, whilst the Student is at the School and after he or she has left for the purposes of: (i) managing relationships between the School and current Students/Parents; (ii) promoting the School to prospective Students/Parents; (iii) publicising the School's activities; and (iv) communicating with the school community and the body of former Students. In respect of (ii), (iii) and (iv), this includes use of such information by the School in or on the School's prospectus (in whatever format or medium), the School's website and any other media channels. Further information is available on the School's Data Protection Policy for Students. Families are given the option to opt out of this condition as part of the annual back to school paperwork.

19.3 Parents undertake to: (i) confirm (or update, online if necessary), when requested, such information (and/or documentary materials) about (or relating to) them and/or their child that is held by the School; and (ii) in any event, inform the School of any change to their own or their child's circumstances or to information about (or relating to) them or their child that has previously been notified to the School, including relevant contact details.

19.4 Parents acknowledge and agree that those persons who have parental responsibility for their child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998).

19.5 The School will process personal data about Parents and their child in accordance with the General Data Protection Regulations. Parents consent to the School processing such personal data: (i) as set out in this clause, as may be amended from time to time; (ii) in order to comply with any court order or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes. The School's Privacy Notices are included with the School Policies on the website.

## **20. Communication**

The School communicates information to Parents by emails at the address(es) shown in our records. If you do not have an email address, you must contact the Head immediately. Parents undertake to keep the School up-to-date on any changes in their personal details, including change in email address(es).

## **21. Termination by the School**

21.1 The School shall be entitled to terminate this Contract by notice in writing without prejudice to its other remedies and without any obligation to return any fees paid to Parents if they are in material breach of any of their obligations under this Contract and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this Contract:

- Failure to pay any fees on time on more than one occasion;
- Parents (as opposed to their child) acting in such a way as to give the Head cause to require them to remove their child from the School under this Contract;
- Any other circumstance where their child is expelled from the School in accordance with the terms of this Contract (including pursuant to the School Rules);
- A serious misrepresentation of facts or circumstances or withholding of information about Parents and/or their child or that is relevant to the provision of education by the School to their child (such as misrepresenting at any point in time, and whether by act, omission or withholding of information on your part, that they and/or their child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/they are not).

21.2 The School may at any time terminate this Contract forthwith by notice in writing (without prejudice to any of its other remedies) if a Parents (either or both of them):

- are unable, following the School's reasonable request, to demonstrate that they will be able to pay the fees as they fall due under this Contract;
- are otherwise unable to pay their debts as they fall due;
- are the subject(s) of a bankruptcy petition or order; or enter into an individual voluntary arrangement.

21.3 In the case of a temporary disciplinary suspension of a Student, fees (or part thereof) advanced for the term will not be reimbursed. In the case of a permanent exclusion during the term, there will be no refund of the fees relating to the remainder of the term.

## **22. Termination by Parents**

22.1 Parents may terminate this Contract with effect from the next school year by not re-registering their child as provided under Clause 6.

22.2 During the course of a school year, the School must be notified in writing as soon as possible and at least 4 weeks before the end of term of an intention to withdraw a Student for the following term. Failure to do so will result in the full fees for the following term being due for payment regardless of whether the Student is already enrolled in the School at the time of withdrawal.

22.3 If Parents withdraw their child during the course of a school term, they must notify the School in writing, giving details of the school or educational establishment which the Student will attend. The School shall not refund any fees paid for the remainder of the term (and if unpaid in part or in full, the fees relating to the whole term will remain due).

22.4 If Parents fail to notify the School that they are withdrawing their child at the end of a school term as required under Clause 23.2, the School will be entitled to invoice them for the following term and the Student's absence will be construed as unauthorised absence until the School has been notified in writing of the Parents' wish to withdraw the Student and the School has been given details of the school or educational establishment which the Student will attend.

22.5 Parents may at any time terminate this Contract forthwith by notice in writing (without prejudice to any other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

22.6 Should a student leave the School, except after Terminale, Parents are obliged to inform LIL of the name of the next school they will be attending. This

requirement enables the School to fulfil its duty under the regulations of the Department of Education.

### **23. Force Majeure**

23.1 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.

23.2 **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.

23.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 24.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

23.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under Clause 24.2 may terminate this Contract by providing at least three working days' notice in writing to the other party.

### **24. General**

24.1 Admission of a Student is conditional on acceptance of these Terms and Conditions, which, subject to any amendment, apply throughout the whole period of the Student's attendance at the School.

24.2 The School reserves the right to amend, without notice, these Terms and Conditions as it considers necessary for legal, administrative or educational reasons.

24.3 **Third party rights:** only the School and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

### **25. Jurisdiction and Governing Law**

This Contract between the Parents and the School is governed by the law of England and Wales and subject to the exclusive jurisdiction of the English and Welsh Courts.