



CHARTERHOUSE LAGOS

	Terms and Conditions
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Link to Group Policy Area	
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Review Date	01 February 2024

www.charterhouselagos.com

Charterhouse School Terms and Conditions

A. INTRODUCTION

1. These Terms and Conditions form the contract between Charterhouse School and You.
2. **Variations:** The School reserves the right to change or add to these Terms and Conditions from time to time and will issue at least one full School term's notice of substantial changes of the Terms and Conditions to the Parents before the changes take effect. For more information on this, please see **Section K**.
3. The School's Prospectus and website do not constitute any form of agreement with the School. Please see Clause 99 of this document for further information.
4. **Fees and Notices:** The rules concerning fees and notices are of particular importance and are set out at **Sections H & I**.
5. **Documents referred to:** On accepting the offer of a place in the School, parents and students receive a copy of the School Rules (as contained in the Parents' Handbooks) and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to **Section K**.

B. TERMINOLOGY

6. **“Fees in Lieu (of notice)”** means the School fees payable during the term which notice should have been given.
7. **“Governors”/ “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.
8. **“Head”** means the person responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.
9. **Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) written notice addressed to and received by the Head. No other notice will suffice. Notices must be hand-delivered or sent by recorded or guaranteed delivery post to the School address, or sent by email and formally acknowledged by the school.
- 10.
11. **“Parents”/“You”** means any person who has signed the School Admission Application Form (the “Application Form”) and/or who has accepted responsibility for a Student’s attendance at the School.
12. **“School”** means Chaterhouse School Lagos.
13. **“Student”** is a person who will be or is studying at the School and named as the student on the Application Form.
14. **“Term”** means the period between and including the first and last days of each school term.

C. ADMISSION TO THE SCHOOL

15. **Application for Admission:** the application process for possible admission to the School is managed by the Admissions Office. An application is not completed until You have received an acknowledgement of your application and the required application fee has been paid. Please note that an acknowledgement of your application or receipt of the application fee **does not** constitute an offer of a place at the School.
16. **Equal Treatment:** The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are also respected. The School, however, retains the right to decide the extent to which

expressions of religious and cultural identity can be accommodated within the life of the School.

17. **Offer of a Place and Deposit:** On completion of an application process, the School shall assess the applicants and make a decision as to whether or not to offer a place. For those offered a place, their parents are required to confirm the attendance of their wards by accepting the offer of admission and the *entry deposit*.
18. **Admission Requirements:** prior to the admission of a Student, the child must satisfy the School's entry requirements which may include an interview, production of school reports, a medical test (if applicable), references and any other test or assessment as the Head shall decide from time to time. In the case of sixth form entrants, IGCSE, or equivalent qualifications should be met. The decision on whether or not to admit any child will be made by the Head.
19. **The Entry Deposit:** The refundable entry deposit is payable upon a Parent's receipt of an offer of admission from the School. It may be repaid to Parents in accordance with these Terms and Conditions. Unless otherwise agreed with the Head, the Entry Deposit will only be refunded before entry where the Student has failed to meet the Admission Requirements. However, the School reserves the right to offset this deposit against part or all of any amount that Parents may owe at any time to the School, including but not limited to outstanding tuition fees, exchange loss from foreign currency transfers into a Naira account, charges for academic materials, lunch, transportation and to cover the loss or non-return of school books and equipment, or courier fees. Should the outstanding amount be worth more than ₦1,500,000, payment for the difference is required.

D. PASTORAL CARE

20. Pastoral care is the thread that runs throughout all aspects of life at the School and is directed towards the happiness, success, safety and welfare of each Student and the integrity of the School community.
21. **The School's Commitment:** The School will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. The School will respect the Student'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.
22. **Complaints/Concerns:** Any serious questions, concerns or complaints about a Student's pastoral care, safety or quality of education must be directed to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request and is available on the website.

23. **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers reasonable for the safeguarding and promotion of the welfare of the Students.
24. **Ethos:** The ethos of the School is such as to foster good relationships between members of the staff, among the students themselves and between members of the staff and students. Bullying, harassment, victimisation and discrimination will not be tolerated.
25. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice, and the School's Safe Touch Policy; and as is appropriate and proper for teaching, instruction and for providing comfort to a student in distress; or to maintain safety and good order; or in connection with the Student's health and welfare.
26. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student; any history of a learning difficulty on the part of the Student or any member of his or her immediate family; or any family circumstances or court order which might affect the Student's welfare or happiness.
27. **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Student's welfare.
28. **Use of E-mail and Internet:** The School's Policy on the use of e-mail and the internet is applicable to parents and students and is available to Parents and Students on request. The School reserves the right to monitor the Student's e-mail communications and internet use.
29. **Safeguarding:** The School's Policy on Child Protection and Safeguarding is published on the School Website. Parents are encouraged to make themselves familiar with this policy, and to pay particular attention to clauses which refer to the conduct expected of Parents.
30. **Leaving School Premises:** The School will do all that is reasonable to ensure that each Student remains in the care of the School during School hours but cannot accept responsibility for the Student if he or she leaves the School premises in breach of School Rules.
31. **Residence During Term Time:** Students are required during term time and at weekends (permitted periods of time away from School) and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School.
32. **Absence of Parents and Guardianship Arrangements:** All Parents must inform their child's Class Teacher or Head of House in writing of the name, address and

telephone number(s) of an education guardian or other suitable adult(s) willing and authorised by the Parents to accept full responsibility for the Student in the event of the School being unable to contact the parents in an emergency or when the parents are either permanently or temporarily out of the country.

33. **Photographs:** The School, Huntington Education Group and/or its management companies ("School Group") may from time to time include some photographs or images of Students in the School Group's promotional material such as the prospectuses, website and videos, etc. The School Group would not disclose the name or home address of a child without the Parents' consent. See the School's Personal Data Protection Policy.
34. **Transport:** The Parents' consent to the Student being conveyed in a motor vehicle driven by a responsible adult who is duly licensed by the relevant authorities and approved by the School.
35. **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
36. **Insurance:** Parents are responsible for the insurance of the Student's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
37. **Liability – Reasonable Endeavours:** While the School will use its reasonable endeavours to educate the Student, the School will not be liable for any failure of a student to attain any academic or other standard. In addition, Parents' consent to the Student participating in all or any of the normal activities of the School during term time for which the School is insured and will not hold the Governors or the School's employees responsible for any injury or loss suffered by the Student provided that the Governors and the School's employees exercise due care and attention. The School will not seek further consent for these activities while the Students are in session. but undertakes to inform the Parents of any activity which requires an overnight stay away from the School or travel outside the state in which the School is located although separate consent will be sought for any activity or expedition taking place outside this country.
38. **Liability – Limitation:** Any liability of the School to the Student or Parents shall be limited to the aggregate amount of Fees paid in respect of the Student. The exclusions or limitations of liability shall not apply so as to limit or exclude any liability of the School for death or personal injury resulting from the negligence on the part of the School.
39. **Third Party Service Providers:** The School will introduce Students to third party service providers, for example, for catering services, school bus services and

activities such as sport, music and art, but will not be held responsible for the conduct and/or actions of such service providers.

E. Health and Medical Matters

40. **Medical Declaration:** Parents will be asked to complete forms of medical declaration concerning the Student's health and must inform the Head, Head of Boarding or healthcare officer in writing if the Student develops any known medical condition, health problem or allergy; or will be unable to take part in games or sporting activities; or has been in contact with infectious diseases; or had medical treatment during the holidays. The School shall not be held liable for any harm or injury caused by any known medical condition, health problem or allergy intentionally withheld by the Parent or guardian of the Student. Parents will be expected to keep their child's medical details up to date with the School's healthcare centre.
41. **Medical Care:** Every Student must be registered on the register of the School Healthcare Centre while the student is at the School. Parents' consent to the Student being treated and prescribed for by the qualified nursing staff or healthcare officer and also to the administering of non-prescription remedies for minor complaints where appropriate and necessary by the Student's Class Teacher / Form Tutor.
42. **Student's Health:** The Head at any time may require a medical opinion or certificate as to the Student's general health, where the Head considers that necessary as a matter of professional judgment in the interests of the Student and/or the School.
43. **Medical Information:** Throughout the Student's time as a member of the School, the School healthcare officer, or the School's psychiatrist or psychologist (if any), shall have the right to disclose confidential information to the Head or Head of House about the Student if considered to be in the Student'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.
44. **Emergency Medical Treatment:** The Parents authorise the senior member of staff present to consent on behalf of the Parents to the Student receiving emergency medical treatment including blood transfusions, general anaesthetic and surgeries where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted within reasonable time. Appropriate arrangements for emergency medical treatment for trips outside the country in which the School is located will be made by the teacher in charge of the trip.

F. Educational Matters

45. **The School's Commitment:** Within the published range of the School's provision from time to time, 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 student.

46. **Organisation:** The School reserves the right to organize the curriculum and its delivery in a way which, in the professional judgment of the Head, is most appropriate to the School community as a whole.
47. **Progress Reports:** The School monitors the progress of each student and reports regularly to Parents by means of grades and written reports.
48. **Sex Education:** All students will receive health and life skills 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 their child to take part in the aspect of the curriculum.
49. **Public Examinations:** The Head may, after consultation with Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of professional judgment, the Head considers that by doing so the Student's prospects in other examinations would be impaired.
50. **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
51. **Learning Difficulties:** The School will do all that is reasonable in the case of each Student to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". The School's staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties and the School will not accept liability for the absence of such diagnosis.
52. **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Student has a learning difficulty. A formal assessment can be arranged by the School at the Parent's expense or by the Parents themselves.
53. **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that the Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. Parents may be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgment of the Head and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for the Student's special educational needs. Remedial teaching provided by the School will usually be charged as an extra.
54. **A-Level Courses:** following admission to the School it is assumed that, subject to conduct and academic ability, a Student will continue into the Sixth Form (and Parents must in every case give a term's notice if that is not the Student's and their

intention) unless the Student has been unable to satisfy the Sixth Form entry requirements. Entry to Year 13 is conditional on achieving satisfactory results as defined periodically by the Head.

55. **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions, or work of the Student in conjunction with any member of staff and/or other students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in creation/development of intellectual property.
56. **Student's Original Work:** Copyright in the Student's original work, such as classroom work, prep or homework, projects, internal examinations scripts, paintings, other artworks and computer-generated material, belongs to the Student. Most such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display.
57. **Educational Visits:** A variety of educational visits will be provided for students while at the School. The cost of some educational visits will be charged as an extra and added to the bill. Educational visits overseas or those involving an overnight stay will be the subject of a separate agreement with the Parents. The cost of the trip will be payable in advance. The Student is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical cost, taxis, air fares, or professional advice) necessary to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the bill payable by the Parents.

G. Behaviour and Discipline

58. **Parents' Authority:** The Parents authorise either the Head or the School Principal, while the Student is in the care of the School, to take and/or authorize in good faith all decisions that safeguard and promote the Student's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for providing comfort to a Student in distress or to maintain safety and good order in connection with the Student's health or well-being.
59. **Conduct and Attendance:** The School attaches importance to courtesy, integrity, manners and good discipline. The Student is expected to take a full part in the activities of the School including fieldtrips, sports trips, expeditions and exchanges with other schools, and, to be punctual, to work hard, to be well behaved and to comply with the *School Rules* (as contained in the relevant Parents' Handbook).
60. **Participation in Special events:** Students will attend special ceremonies or observances such as Speech Day unless Parents request otherwise.

61. **The School Rules:** Parents will be supplied with a copy of the relevant Parents' Handbook. Within this are the *School Rules* giving information about the ethos and rules of that particular phase of the School, for example, the uniform rules for each phase of the school. The purpose of the *School Rules* are to help every Student and their Parents know what is expected and to encourage courtesy and consideration for others. It is a condition of remaining at the School that your child complies with the School Rules. In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of dress, appearance and behaviour as may be issued by the School from time to time (if not already included within the Parents' Handbooks that are given to all parents/guardians). The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the *School Rules* in the Handbooks.
62. **Conduct of the School:** The Head is responsible for the care and good discipline of Students while they are in the charge of the School or its staff and for the day-to-day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline and removal or expulsion as defined in Clause 64 below. The Head is not responsible unless negligent, for a student who is absent from the School in breach of School discipline.
63. **School Discipline:** The Parents hereby confirm that they authorize the Head and other members of staff on behalf of the Head to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each student and the School community as a whole.
64. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned and the Student's accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action.
65. **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained in the other clauses of Section G shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or a guardian, the Student will be assisted by an adult (usually a teacher) of their choice.
66. **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

67. **Drugs and Alcohol Policy:** A student will be required to leave for possessing or using an illegal drug in or out of term time. The Head may, at any time, both arrange to conduct a search of the Student's possessions including his or her locker or desk and require the Student to undergo a medical examination, or provide a urine or blood sample under medical supervision, to establish the presence or otherwise of any illegal substance where there are reasonable grounds to suspect that such a search or examination will result in evidence of the possession or use of drugs. The Head shall be entitled to draw whatever conclusions he shall see fit from the failure to undergo such an examination or search. If a Head of House has reasonable cause for concern ab
68. out a Student's consumption of alcohol in breach of School rules he may require the Student to provide a sample of breath in order to ascertain if he needs to be medically assessed.
69. **Terminology for Various Sanctions:** In these Terms and Conditions "*Final Warning*" means a final written warning from the Head as to the Student's future conduct or behaviour a breach of which may result in the imposition of a further sanction. "*Suspension*" means that the Student has been sent or released home for a limited period either pending the outcome of an investigation or a Governors' Review, or in certain circumstances as a disciplinary sanction. "*Exclusion*" may be used as a general expression covering any or all of the other expressions defined in this clause. A Student may be excluded from the School for an unspecified period of time. A student may also be **excluded for a fixed period of time** by the Head for an offence which is serious enough to require the withdrawal of the benefits of being at the School. "*Exclusion*" may also mean that the Student may not return to School until arrears of Fees have been paid. "*Withdrawal*" means that the Parents have withdrawn the Student from the School. "*Expulsion*" and "*Removal*" mean that the Student has been required to leave ("asked to leave") the School permanently.
70. **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, gating to a Student's House, suspension, final warning, or alternatively being removed or expelled.
71. **Removal at the Request of the School:** A student may remain at the School for so long as the Head is satisfied with the Student's progress and general behaviour. Parents may be required during or at the end of a term to remove the Student temporarily or permanently from the School without refund of fees if, after consultation with a Parent, the Head is of the opinion that the conduct or progress of the Student has been unsatisfactory or if the Student, in the judgment of the Head, is unwilling or unable to profit from the educational opportunities offered (or a Parent has treated the School or members of its staff unreasonably) and in any such case removal is considered by the Head to be warranted. The Entry Deposit will not be refunded in the event of removal from the School; Fees in lieu of notice will not

be payable; and all due and outstanding fees will remain payable in full. The fees those for the whole of the term in which removal from the School takes place will be prorated in accordance with the period spent by the Student in the School.

72. **Expulsion/Suspension:** A Student may be removed at any time if the Head is reasonably satisfied that the Student's conduct (whether on or off school premises, in or out of term time) has been prejudicial to good order or School discipline or to the reputation of the School. The Head will act fairly and in accordance with natural justice and will not expel / suspend a Student other than in serious circumstances as provided in the Student and Parent handbook. In the event of an expulsion there will be no refund of any fees paid to the School, including the Entry Deposit . Fees in lieu of notice will also not be payable .Save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.
73. **Discretion of the Head:** The decision to remove a Student temporarily and the manner and form of any announcement shall be at the sole discretion of the Head subject to the approval of the Governing Body.
74. **Appeal Procedure:** In the event of the removal of a Student, the Student shall have the right to appeal the decision of the School, A copy of the School's *Appeal Procedure* is available on request from the School.
75. **Access:** A student who has been withdrawn, suspended, removed or expelled from the School has no right to enter School premises without the written permission of the Head.
76. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Student must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H. Provisions about Notice

77. **Cancelling Acceptance:** A term's fees will be payable by the Parents if for any reason they cancel their acceptance of a place less than a term before entry or the Student does not join the School after accepting a place and subsequently qualifying for entry. Parents who cancel having accepted a place but giving a full term's Notice before entry will not have to pay Fees in lieu but the Entry Deposit will be retained by the School. This can be waived at the discretion of the Chief Education Officer, only when there is a waiting list for the school place in question.
78. **Withdrawal from the School:** A Term's Notice must be given before a Student is withdrawn from the School or a term's Fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The main reason for these rules is to ensure that the School has sufficient notice with

which to plan fee levels, other resources and the curriculum. Following a withdrawal, the School will refund the Entry Deposit on the Student's final fees bill.

79. **Prior Consultation:** It is expected that a Parent or duly authorized education guardian will, in every case, consult personally with the Head or School Principal before notice of withdrawal is given.
80. **Termination by the School:** The School may terminate these Terms and Conditions on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The Entry Deposit would be refunded without interest less any outstanding balance of the Students Fees account, where termination is not due to the fault of the Parent or Student.

I. Fees

81. **Meaning :** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: *Registration Fee; Entry Deposit; Tuition Fee; Fees for extra tuition; other extras* such as House charges, clothing and equipment, photographs and other items ordered by the parents or the Student and *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 (fair wear and tear excluded) and *late payment charges* if incurred.
82. **Payment:** The Parents undertake to pay the Fees applicable in each term in respect of each School year directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of **payment** of Fees, Fees for each term are due and payable before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
83. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a student is released home after public examinations or otherwise before the normal end of term; or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of these Terms and Conditions to make a refund.
84. **Exclusion for Non-Payment:** Without prejudice to any other rights or remedies that the School may have:
 - a. In the event that Fees are not paid in full (so as to be received in cleared funds by the School) by the due date for payment, the School may, by notice in writing to the Parents, set a new date for payment of such Fees (or outstanding balance) failing payment of which by such date, the Student shall be deemed to have been withdrawn (without further notice);

- b. In the event that Fees are paid late, the School may, by notice in writing to the Parents, require either
 - i. the payment of the following term's Fees in advance by a date determined by the School; or
 - ii. the payment of a year's Fees in advance by the start of the following academic year; failing payment of which by that date in either case, the Student shall be deemed to have been withdrawn (without further notice);
 - c. For the avoidance of doubt, the School may, in the notice given under paragraph (a) invoke the provisions of paragraph (b);
 - d. The Head shall exercise each of the discretions reserved to the School under paragraphs (a), (b) and (c) save to the extent that he delegates any such discretion to the Bursaries Manager or Head of Account.
 - e. The deemed withdrawal under this clause 83 will cause the **Provisions about Notice in Section H** to apply so that a term's fees in lieu of notice will be payable.
 - f. The deemed withdrawal under this Clause 83 is permanent and there is no right to have the Student concerned readmitted to the School even if payment is made subsequently. The School shall however refund all unearned fees to the parent.
 - g. Notwithstanding the provisions of this Clause 83, the School reserves the right (exercisable by the Head at his or her sole discretion) to readmit a student following a deemed withdrawal upon such terms as to payment of outstanding and future Fees as he may determine.
 - h. The deemed withdrawal (or exclusion) under this clause 83 is not a disciplinary matter and there is no right of appeal; and
 - i. The School may also withhold any information, character references or property while Fees (or any part thereof) 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.
85. **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate agreement made between the Parents and the School, simple interest may be charged on Fees which are unpaid as set out in clause 82 below.
86. **Late Payment Charges:** Charges for late payment may be varied at the School's discretion but, unless otherwise advised, comprise:
- a. A charge of ₦150,000 and interest at the rate of 1.5% per month or any overdue balance;
 - b. All administration and legal costs in relation to any sums that are unpaid by the due date.
87. **Poor Fee Payment Record:** Parents who have a poor or otherwise unsatisfactory fee payment record may be required, at the Head's discretion, to pay each of the following years' fees in a single lump sum in advance. In cases of persistent late payment the School reserves the right to obtain references from external credit reference agencies.

88. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
89. **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.
90. **Advance Payment Scheme:** From time to time, the School makes available a Scheme under which a lump sum prepayment is made by or on behalf of the Parents which will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Student leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due to the School at that time will be deducted from the sum to be refunded.
91. **Scholarships:** Every scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Student's part. The terms on which such awards are offered and accepted and on which they may be revoked will be notified to Parents at the time of offer.
92. **Amount and Review of School Fees:** Details of the School Fees are published, in the Fees List, and reviewed at least once each year. Parents will usually be informed in Term 3 of any increase in the School Fees applicable for the following academic year but the right is reserved to increase the School Fees at any time without notice.
93. **Money Laundering:** Legislation may require the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

J. Events beyond the control of the Parties

94. **Force Majeure:** An event beyond the reasonable control of the parties to these Terms and Conditions is referred to below as a "Force Majeure Event" and shall include such events as an act of God, accident, fire, flood war, riot, civil unrest, act of terrorism, chemical or biological contamination, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), failure of utility service or transportation; it shall not include an ability to pay Fees. Subject to express written agreement to the contrary, the Parent's continuing obligations under these Terms and Conditions in respect of Fees shall not be affected by a Force Majeure Event.
95. **Notification by the School:** In the event of a Force Majeure Event arising which prevents or delays the School's performance or any of its obligations under these terms and Conditions, , the School shall immediately give Parents notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure

Event. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the Force Majeure Event, the School will have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure Event while it continues. The School shall use commercially reasonable endeavours during the Force Majeure Event to provide educational services.

96. **Continued Force Majeure:** If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify the Parents of the steps it shall take to ensure performance of these Terms and Conditions.
97. **Notification by Parents:** In the event of a Force Majeure Event which affects the parents' ability to perform any of their obligations under these Terms and Conditions, they shall give the School notice in writing of the Force Majeure Event. The Parents shall not be liable for non-performance of such obligations (except payment of fees) during the Force Majeure Event but in the event of the Force Majeure Event continuing for more than four months, shall discuss with the School a solution by which these Terms and Conditions may be performed.

K. General Contractual Matters

98. **Management:** It is the School's intention that these Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Students, and those of the School community as a whole. The School aims to ensure that its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. The School also aims to promote good order and discipline throughout its community and to ensure compliance with the law.
99. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions. The Parents shall sign these Terms and Conditions which is a condition precedent for the admission of the Student to the School.
100. **Change:** This School, as any other, is likely to undergo a number of changes during the time the Student is here. 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, the disciplinary framework, and the length of School terms. These changes will not be legitimate reasons for the Parents to terminate the Terms and Conditions.
101. **Consultation:** It is not practicable to consult with parents and students over every change that may take place. Whenever practicable, however, Parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care.

102. **Data Protection:** By signing the Application Form or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Student authorise the School to process personal information including financial and sensitive personal data such as medical information or biometric information as is deemed necessary for the legitimate purposes of the School. See the School's Personal Data Protection Policy.
103. **Representations:** The School's prospectus and website describe the broad principles on which the School is presently run and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any contract between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus or website, or a statement made by a member of staff or a student during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter from the Head before entering these Terms and Conditions.
104. **Third Party Rights:** Only the School and the Parents are parties to these Terms and Conditions. The Student is not a party to it. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.
105. **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 the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
106. **Governing Law:** The execution, performance and interpretation of these Terms and Conditions and the settlement of any dispute arising out of and/or in connection with these Terms and Conditions shall be governed by the law of the Federal Republic of Nigeria.
107. **Dispute Resolution:** Any dispute arising from and/or in connection with the Terms and Conditions shall be solved first through friendly consultation between the parties hereto. If such dispute cannot be resolved by friendly consultations, the parties agree that the dispute shall be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 2004. The seat of arbitration shall be Lagos State.