

It is assumed that Parents who are named in the School Place Offer form have read and accepted these Terms & Conditions.

INTRODUCTION – The parties

→ “**The Stewart Bilingual School - La Petite Ecole Bilingue - Oxford Gardens**”, private independent bilingual school registered by DFE under the number 207/6001 and ISI URN 138 599

Or

→ “**Stewart International School - La Petite Ecole Bilingue - Kentish Town**”, private independent bilingual school registered by DFE under the number 202/6002 and OFSTED URN 138 777,

hereafter referred to as “**LPEBL**” or “**the School**”

AND

→ The parents/ legal responsible persons named in the School Place Offer form,

together hereafter referred to as “**the Parent**” or “**the Parents**”, as applicable.

ARTICLE 1 - PARENTAL AUTHORITY

The Parents declare that they have joint legal parental responsibility.

Or (if only one Parent is named in the School Place Offer form)

The Parent declares that he/she has sole legal parental responsibility under a court order. (A copy of the court order must be provided.)

The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions.

The School expects the Parents to communicate with each other and to agree about their child's education. 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 according to a court order, provided that a copy of such court order has been given to the School.

ARTICLE 2 - SCHOOL RULES and POLICIES

The Parents confirm that they have submitted a School Place Offer form in respect of the pupil named in the School Place Offer form (the “**Pupil**”), that the information in the School Place Offer form is complete and accurate and that they agree and consent to the terms of the School Place Offer form, these Terms & Conditions and its annexes (the Financial Policy, the Admission Policy and any other policies available from time to time on the school's website, each as may be amended from time to time together, the “**Policies**”). The Parents acknowledge and agree that the School Place Offer Form, these Terms and Conditions and the Policies form part of the legal “contract” between the School and the Parents.

Parents undertake to read and sign the School rules provided at the beginning of the academic year. Compulsory school Policies are available on the school's website. The School rules and Policies may be updated during the course of the academic year, in which case the updated versions shall be made available on the School's website.

Every member of the School should feel valued and respected, and each person within the School community 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.

ARTICLE 3 - PROVISION OF EDUCATION

The School undertakes to educate the Pupil during the academic year, other than during the school holiday periods, as specified in the school calendar published at the beginning of each academic year. It is the Parents' responsibility to accompany their child to school and to collect him/ her from school. Teaching is provided equally in both languages.

The School provides a bilingual education based on the official programme of the French Education Nationale and the National curriculum of England (« Language and Numeracy » subjects of each curriculum are covered in full; in science, the School follows the « Sciences » programme of the English curriculum but provides it equally in both languages; because of time constraint, « History and Geography » curricula of each country are partially provided and are taught equally in both languages).

ARTICLE 4 – APPLICATION PROCESS

4 – 1 APPLICATION

Stage 1: Pre-application

Families are required to submit a completed [PRE APPLICATION FORM](#): this form is available here and on the School's website or upon request by email at:

office@lpebl-kt.com or admin@stewartbilingualschool.com

Stage 2: Place offer

The schedules of our enrolment campaign vary depending on the Pupil's age of entry.

Place offers will only be made to children in respect of which a completed pre-application form has been submitted. Place offers will be made in accordance with our Admission Policy (available on the School's website). The offer consists of an online School Place Offer form and is exclusively made by email. Parents are requested to submit a completed School Place Offer form within the given deadline. The offer of a place is only valid for ten days.

Stage 3: Registration

A child's registration shall be final when the formalities detailed below have been completed (in due time):

- Administrative formalities
 - A completed School Place Offer form has been submitted
 - Copies of both Parents' passports have been provided
 - A copy of the Pupil's passport has been provided
 - In the case of a divorce/ separation: a copy of the court order settling the custody arrangements has been provided; a letter co-signed by both Parents and detailing their common custody arrangement is required if no court order has been taken
- Financial formalities
 - Payment of a one off first enrolment fee of £1200 (£600 for an entry in Year 6)
 - Payment of a £1000 advance on First Term fees

NB: these payments are not refundable in any circumstances even though Parents may cancel the application at any time during the process. Whatever the reason for cancellation, paid fees are not transferable for a later intake. After a cancellation, parents wishing to re-apply at a later date will have to start the administrative and financial process from the beginning.

The Parents' consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any fees of this School are unpaid. The School shall not issue a school registration termination certificate unless and until all fees due to the School have been paid in full. Parents shall provide the School with a school report from the Pupil's previous school before the Pupil's intake.

4-2 RE-ENROLMENT

A child's re-enrolment in the School for the following school year shall be valid once Parents have completed the two steps below in due time:

- Parents have submitted a completed online Re-enrolment form (Parents are required to read the Terms and Conditions attached)
- Payment of the £1000 advance on 1st term fees by 31st May of the academic year preceding the year of re-enrolment

NB: if parents fail to complete one or the other step, the child shall be automatically withdrawn from the school's register for the following academic year. The £1000 advance is not refundable in any circumstances even if Parents later choose to withdraw their child.

ARTICLE 5 - 1st ENROLMENT FEES

There is a one off £1200 (£600 for an entry in Year 6) first enrolment fee; this is not refundable in any circumstances even if the Parents later decide to withdraw their child, whatever the reason for withdrawal.

ARTICLE 6 - SCHOOL FEES

The school year is divided into three periods called terms, as follows:

Term	Period	To be paid		Deadline
Term 1	September October November December	40% of annual school fees	£1000 advance on first Term	To be paid in May for re-enrolments or upon enrolment, as applicable (<u>not refundable</u>)
			Balance due on First term fees	To be paid by end of September
Term 2	January February March	30% of annual school fees		To be paid by end of January
Term 3	April May June	30% of annual school fees		To be paid by end of April

The Parents agree jointly and severally to pay the applicable school fees at the times stated in the calendar above. The school reserves the right to refuse to admit a child if fees have not been paid, even during the course of the school year.

Fees are reviewed annually and are subject to increase from time to time. Parents are made aware of school fees for the next year during the second term.

There is a 10% discount from the second child. This discount is applied to school fees for full-time attending pupils only and is not applicable to any other fees such as after-school care or Wednesday clubs.

Fees for any started term will not be refunded and remain retained by the school.

In case there has been a legal decision for the child to change school, the fee for the term currently in process remains due to the school.

Tuition fees will be payable in full for intakes occurring within the 1st period of each term (cf. school calendar available on the school's website). For intakes occurring after the 1st period, tuition fees are calculated pro-rata the attendance of the child.

The School reserves the right to exclude the Pupil if school fees are overdue for payment after the third written notice. If the Pupil is excluded for a period of 30 days, he / she will be deemed withdrawn without notice and a term's fees in lieu of notice will be payable in accordance with Article 8 below. The school may withhold any information, character reference or property 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 pupil.

Barring serious motives or force majeure circumstances, the School shall not refuse to school a child if the Parents have paid the school fees on time and as due, except where there has been a legal decision ordering that the child be schooled in another establishment.

The Financial Policy forms part of these Terms & Conditions and sets out all the financial dispositions to which the Parents consent.

ARTICLE 7 – ATTENDANCE

Attendance is compulsory from the age of 5 years old. School truancy is an offence and Parents can be given a penalty notice or prosecuted under section 444 of the Education Act 1996. If Parents fail to follow the school Attendance policy, LPEBL may be required to report unauthorised absences to their Local Education Authorities and parents may be fined.

Parents have to seek LPEBL's prior consent in writing for any planned absence. Leave of absence shall be granted entirely at the Headteacher's discretion. The Headteacher will not authorise absences if she believes it is to the detriment of a child's education. The Headteacher cannot and will not authorise absences purely for the reason of a family holiday.

School fees will not be refunded where the child is absent due to sickness or for any other reason.

ARTICLE 8 - TERMINATION

Parents have the right to terminate the current contract by sending an email or a registered letter with signed proof of delivery, to arrive at the school ninety days before the start of the following term.

If the Pupil is withdrawn on less than 90 days written notice or excluded for more than 28 days for non-payment of Fees as set out in Article 6, fees in lieu of notice will be due and payable as a debt immediately. Fees in lieu of notice means fees in full at the rate applicable for the next term following withdrawal. 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.

Parents may terminate this contract with effect from the next school year by not re-registering. LPEBL has to be informed of the contact details of the next school the Pupil will attend.

If Parents withdraw their child during the course of a term, LPEBL has to be notified in writing, giving details of the next school the Pupil will attend. The school will invoice the fees for the whole term and a term's fee in lieu of notice shall be payable immediately if the 90 days notice period is not complied with.

LPEBL may terminate the contract at any time by notice in writing without any obligation to return any fees or deposit paid by parents if the Pupil or the Parents find themselves in breach of the Terms & Conditions and/or any of the School Rules.

Any withholding or misrepresentation of information or facts about the family or the child is considered as a breach of contract with LPEBL. As a consequence LPEBL will have the right to terminate the contract and keep any paid sum.



ARTICLE 10 – 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.

ARTICLE 11 - ACTIVITIES DURING THE HOLIDAYS

Given the difficulties linked to the organisation by the School of holiday activities and camps, it is understood and agreed by the parties hereto that corresponding fees for such holiday activities and camps are payable in advance and are due in full to the School, including where the Parents subsequently decide not to send their child to such activity/ camp. However, such fees shall be refunded in full if the activities/camp are not provided by the School.