



Terms & Conditions 2016

PREPARED/UPDATED BY: Jeremy Hibbins 2008, 2011
 Karl Wilkinson 31 / 03 / 2016

APPROVED BY: Principal -  15 / 11 / 2016

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This document is to be reviewed **by the end of March each year** and updated as and when changes occur.

1) Definitions

a) In these Terms & Conditions:

- i. *"We"* or *"the School"* means British International School of Ljubljana Limited, registered in Slovenia as company number 2343495000 and tax number 62676156, or its legally authorised representative.

The *"School's website"* is www.britishschool.si.

- ii. *"Parents"* means each person, jointly and separately, who has signed the Contract as parent or legal guardian of a child, or a person who, with the Parents' and the School's written consent, replaces a person who has signed the Contract.

No marital or gender assumptions or expectations are implied by the use of this term.

Where one parent signs the Contract, the School takes the implied acceptance of any other parent or step-parent as implicit (as provided for in Slovenian law) in good faith.

The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Contract as having been given on behalf of both or all such persons.

Where two parents have signed the Contract, one of them may withdraw from the contract with the School by submitting one term's written notice, provided they have obtained the prior written consent of both the School and the remaining parent.

- iii. *"Student"* means a young person of whatever age admitted by the School to be educated.
- iv. *"Contract"* means the form provided by the School for Parents to complete when accepting a place for the Student at the School.
- v. The *"Concerns & Complaints Policy"* lays out the School's procedures for handling complaints from Parents and others, as amended from time to time, as provided to Parents as part of the enrolment process and available on the School's website.
- vi. *"Fees"* means the Annual Tuition Fees set out in the Schedule of Fees & Charges as amended from time to time.

"Registration Fee" means the sum for additional non-optional charges covering enrolment, placement testing and administrative costs as set out in the Schedule of Fees & Charges.

"Enrolment Deposit" means the deposit paid to the school which may be refunded to the parents upon the student leaving the school, providing the conditions for refund have been met.

- vii. *"Written notice"* means formal notification by letter or e-mail of any change of circumstances and the minimum period between receiving this notification and the change occurring.
- viii. *"Principal"* means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated.
- ix. *"Academic Term"* means a period of time as notified to Parents and available on the School's website.

There are normally three terms: Autumn (in general, 15 teaching weeks, late August/early September to late December); Spring (usually 11 teaching weeks, early January to late March); and Summer (usually 11 teaching weeks, mid-April to late June/early July), totalling approximately 180 days.

- x. *"Force majeure"* means any cause beyond a party's control (including, but not limited to: strikes; other industrial disputes; act of God; war; riot; civil commotion; compliance with any law or governmental order, rule, regulation or direction (including that of a

local authority); accident; fire; flood; storm; pandemic or epidemic of any disease; terrorist attack; or chemical or biological contamination).

- b) These Terms & Conditions may be viewed in school or on the School's website and are provided to parents electronically at the time of enrolment.
- c) These Terms & Conditions are reviewed annually and posted on the School's website. Parents are notified of this and any subsequent amendments by e-mail, with a link provided for downloading the updated version.
- d) Annual or other amendments to these Terms & Conditions replace all previous versions in their entirety.
- e) These Terms & Conditions are part of the Contract between the Parents and the School and, together with the Contract, the Schedule of Fees & Charges and the Concerns & Complaints Policy, form an entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by the Student or by any other third party.
By signing the Contract, the Parents confirm receipt, understanding and acceptance of these Terms & Conditions as well as the School's Mission, Values and Vision, Caring for Each Other Statement, Concerns & Complaints Policy as provided electronically at the time of enrolment and on the School's website and other policies which are posted on the School's website. In case the Student is already legally of adult age, the Student's acceptance of the same conditions is taken as implied by the Parents' signatures.
- f) Any individual article in these Terms & Conditions found to be legally unenforceable will not render the entire document void.

2) Acceptance and Registration

- a) The School is open to all, irrespective of nationality (subject to some legal restrictions beyond our control), religion or family background. The School's Admissions Policy and processes will be fairly and consistently applied.
Our most important requirement is that the Student and the Parents are open towards the school's ethos, as expressed in the Mission, Values and Vision, Caring for Each Other Statement, Concerns & Complaints Policy as provided electronically at the time of enrolment and on the School's website and other policies which are posted on the School's website. Students should be willing to participate fully in all aspects of the programme. They should be willing to share privileges as well as duties, regardless of social or economic background.
- b) Admission is normally in August of each year, on a 'first come, first served' basis. Entry during the school year is possible, subject to space being available.
An offer of a place for a Student at the School is accepted, and the place reserved, by submission by the Parents of the signed Contract and payment of the Enrolment Deposit and Registration Fee.
- c) The Registration Fee and Enrolment Deposit are not refundable if the Student does not actually take up their place at the School.
If the Parents wish to withdraw their acceptance of a place after submitting the Contract and paying the Initial charges, but before the Student starts at the School, they shall give written notice to that effect. The Enrolment Deposit and Registration Fee will be forfeit, but no further Fees (Annual Tuition Fees) will be payable.
- d) Parents may request the Enrolment Deposit to be refunded within two months of the Student's departure from the School, provided that all bills have been settled and due notice was given (*see Section 4, below*). If the Parents do not request a refund, or opt to waive the refund of this

Enrolment Deposit, the money is transferred to the School's funds for development projects and scholarship funds.

3) School Fees

- a) The Schedule of Fees & Charges, as published annually in March for the following Academic Year, gives full details of the Annual Tuition Fee and other charges. It explains how the fee may be paid and states what is and is not included. The Schedule of Fees & Charges, with explanatory notes, is considered an integral part of these Terms & Conditions and is available online and also as an Annex to this document.
- b) The School sends out its invoices as e-mail attachments in PDF format. If an original printed copy is required, the Finance Office should be notified. If no notification is received, a paper copy will not be sent.
- c) Where the Parents opt to pay the Annual Tuition Fee in one single payment, the pro-forma invoice is sent out in June for payment by 1 July in order to qualify for the discount. Late payment will result in the discount becoming chargeable.
- d) Where three termly payments are chosen, the Annual Tuition Fee is invoiced in advance in accordance with the dates given in the Schedule of Fees for payment by 15 August, 15 December and 15 March.
- e) The School may impose a surcharge for late payment, as provided by Slovene law ZPOMZO-1.
- f) Other charges are invoiced periodically throughout the year or may be included with an invoice for Annual Tuition Fees at the School's option.
- g) Each Parent is liable for the whole of the Fees due and any supplemental charges. The Parents remain liable to the School for the whole of the Fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the Fees or any part of them.
- h) If the Student has been awarded a scholarship/bursary, the Parents' liability will be for the amount of fees due after taking account of that award.

An award may be withdrawn if, in the opinion of the Principal, the Student's attendance, progress or behaviour no longer merits the continuation of the award. Where it appears likely that an award may be withdrawn, the Parents shall be entitled to one term's written notice. Any such withdrawal of an award will not lead to an increase in the fees due in respect of a term which has already commenced. If, within 14 days following the withdrawal of a scholarship/bursary, the Student is withdrawn from the School, no fees in lieu of notice will be payable.
- i) The School reserves the right to refuse to allow the Student to attend the School or to withhold any reports, references or examination certificates while Annual Tuition Fees remain unpaid or there is a persistent default in relation to supplemental charges.

The Parents consent to the School informing any other school or educational establishment to which they propose to send the Student of any outstanding fees. In accordance with established international ethical practice, the School will not enrol a Student where it discovers that the Parents are in arrears with payments to another educational establishment.
- j) The School reviews the Fees & Charges annually and sets the level of the next academic year's Fees & Charges by the end of March. The School may increase the Fees & Charges by such amount as the School considers reasonable.

In exceptional circumstances, an interim fee review may be necessary, in which case the School shall endeavour to give at least one term's notice of any increase in the Fees due for a particular

term.

If an increase in Fees exceeds 10%, the Parents will be entitled to withdraw the Student from the start of the following term without giving one term's written notice or paying fees in lieu, provided that they give notice of the withdrawal within 14 days of receipt of the notice.

- k) Fees and any prepaid supplemental charges will not be reduced as a result of any absence (including illness). In the event that the Student takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.
- l) In exceptional circumstances, Pre-School Students may be enrolled on a part-time basis and charged based on the expected number and duration of sessions. No refund is given for sessions not actually attended.

4) Notice Requirements

- a) If the Parents wish to withdraw the Student from the School (other than at the end of Year 13), they shall submit one term's written notice to that effect to the Principal before the published date of the start of the previous Academic Term (i.e. by 31 August for a December departure, by 31 December for a March departure or by 31 March for a June/July departure).
- b) Where notice is not given and there is no reasonable and acceptable explanation given for the withdrawal, the following Academic Term's Tuition Fees will become due in lieu of notice and owing to the School as a debt.

For an explanation to be considered reasonable and acceptable, the School's Concerns & Complaints Policy must have been properly followed and the School given adequate time to respond to and address any concerns.

- c) Notwithstanding (a) and (b) above, if it becomes apparent within the first five weeks of the student's starting at the school that, despite the School's and the Parents' best cooperative efforts to address any major problems (which must be in accordance with the Concerns & Complaints Policy if the fault is perceived to be the School's), the decision is taken by the parents to withdraw the Student from the School, or if the Parents are required by the Principal to withdraw the Student from the School, the Term's notice requirement is waived and the Student will immediately cease attending the School. The current Term's fees are forfeit, but no additional Terms' fees will be payable.
- d) If one term's written notice is not given for any reason (including (c) above), the Enrolment Deposit is automatically forfeit.

5) Other Provisions

- a) The Parents undertake to ensure that the Student attends School punctually and in the correct uniform, and that the Student conforms to the School's Policies and expectations of appearance, dress and behaviour, as laid out in the Student Handbook.
- b) In accordance with the School's Acceptable IT Use Policy, the School reserves the right, subject to applicable data protection legislation, to monitor any e-mail and social media communication and other internet or technology use for the purpose of ensuring compliance with the School's policies and principles.

6) Disciplinary Procedures

- a) The School, the Student and the Parents should feel confident that the aims, attitudes,

expectations and values of the School (as laid out in the School's Mission, Values and Vision, Caring for Each Other Policy and Behaviour Policy) and the home are in harmony and that there is a solid foundation of communication, trust and respect between all three.

The School demands a very high standard of behaviour from its Students and staff. We want to be proud of our Students and want them to be proud of their School. The School's expectations of behavioural standards apply equally during commutes to and from School as during the school day.

- b) A Student's first term at BISL is considered a Probationary Period. This may be extended to a second term if this is felt to be in the best interests of the Student and/or the School. If the Probationary Period is not successful, the Student will be asked to leave the school at the end of term.
- c) In accordance with the Behaviour Policy, the Principal may require the Parents to remove or may suspend or, in serious or persistent cases, expel the Student from the School if he considers that the Student's attendance, progress, attitude or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Principal the removal is in the School's best interests or those of the Student or other Students.
- d) In accordance with the Behaviour Policy, the Principal may require the Parents to remove or may suspend or, in serious or persistent cases, expel the Student from the School if he considers that the behaviour or attitude of the Parents is unreasonable and affects or is likely to affect adversely the Student's or other Students' progress at the School or the well-being of School staff or the School community as a whole or to bring the School into disrepute.
- e) In accordance with the Behaviour Policy, the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been a history of persistent previous misbehaviour. All aspects of the Student's record at the School may be taken into account.
- f) Should the Principal exercise his right under clause 6(c), 6(d) or 6(e) above, the Parents will not be entitled to any refund or remission of the current Academic Term's Annual Tuition Fee or supplemental charges due (whether paid or payable) and the Enrolment Deposit will be forfeit. However, in such circumstances, fees in lieu of notice will not be payable and any prepaid fees for further Terms will be refunded.
- g) The School will act in accordance with the Behaviour Policy and in a way which is fair in all the circumstances when taking decisions under this Section.

The review and appeal process for serious disciplinary matters is governed by the Concerns & Complaints Policy.

7) The School's Obligations

- a) Subject to these Terms & Conditions, the School undertakes to accept the Student from the time of joining the School until the end of Year 11, or for Years 12 and 13 if the Student is accepted into the Sixth Form.

The School shall not be obliged to permit the Student to enter the Sixth Form unless satisfied that it is appropriate to do so, having regard to his/her academic attainments, the suitability of the courses available and all other relevant circumstances. The School may make a decision as to whether the Student may join the Upper School after the results of IGCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

- b) While the Student remains a pupil of the School, the School undertakes to exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during school hours and at other times when the Student is permitted to be on School premises or is

participating in activities organised by the School.

- c) The School will monitor the Student's academic and personal progress and produce regular reports. The School will advise the Parents promptly if there are any concerns about the Student's progress.

If there are concerns that the Student may have some form of Special Educational Need, the School does not undertake to diagnose specific conditions. The School may conduct preliminary investigations so as to provide parents with appropriate advice towards assessment and diagnosis by an external specialist, which can be arranged either by the Parents or by the School at the Parents' expense.

If parents have not disclosed prior Special Educational Needs, they may be asked to withdraw the Student without being charged fees in lieu of notice if, in the opinion of the Principal, the School cannot provide adequately for the Student's particular needs.

If agreement between the School and the Parent cannot be reached with regard to adequate provision for the Student with Special Educational Needs, the Parents may be asked to withdraw the Student without being charged fees in lieu of notice.

- d) Unless the Parents notify the School to the contrary at the time of enrolment, they consent to:
- i. the Student participating, under proper supervision, in normal sports, including contact sports, and other activities which may entail some reasonable risk of physical injury;
 - ii. the School taking the Student off-campus for visits and trips during the school day, subject to the Parents being informed in advance.

Sports activities and Trips are staffed in accordance with the School's policies, assuring an appropriate level of supervision, and a Risk Assessment is made in advance of all activities and visits. These are available for inspection upon request;

- e) If the Student requires urgent medical attention while under the School's care, the School will, if practicable, attempt to obtain the Parents' consent prior to calling for an ambulance or undergoing urgent medical treatment. However, should the School be unable to contact the Parents, or the urgency of the situation so dictates, the School shall be authorised to make the decision on the Parents' behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- f) The School will not subject the Student to corporal punishment.

8) The Parents' Obligations

- a) In order to fulfil the School's obligations, it needs the Parents' co-operation, in particular by:
- i. fulfilling their own obligations under these Terms and Conditions; encouraging the Student in his or her studies, and giving appropriate support at home;
 - ii. keeping the School informed of matters which affect the Student;
 - iii. maintaining a courteous and constructive relationship with School staff;
 - iv. and attending meetings and otherwise keeping in touch with the School where the Student's interests so require.

- b) The Parents undertake to inform the School of any health or medical condition, disability or allergy that the Student has or subsequently develops, whether long-term or short-term, including any infections.

If the School so requires, due to a health risk either presented by the Student to others or presented to the Student by others, or by reason of a virus, pandemic, epidemic or other health risk, the Parents undertake to keep the Student at home and not permit him/her to return to

the School until such time as the health risk has been averted.

- c) The Parents undertake to inform the School of any situations where special arrangements may be needed in relation to the Student.
- d) The School must be informed promptly of any reason for the Student's absence from School. The Parents undertake to inform the School Reception (+386 (0)40 486 548) by SMS before 08:00 if the student is to be absent for the day or part of the day. The School will contact parents after 09:00 if the Student fails to appear at School and no SMS has been received.
- e) The School must be informed in advance of any planned absence, particularly for a prolonged period (more than two days). The Parents undertake to inform the Head of Section by e-mail or in writing at least one week before any such planned absence.
- f) The School cannot accept any responsibility for the welfare of the Student while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- g) If the 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. Formal complaints should be made in accordance with the School's Concerns & Complaints Policy.

9) Insurance

- a) Objects of value should not be brought to school. The School cannot accept responsibility for lost, damaged or stolen personal property. Parents should make their own insurance arrangements if they require cover for the Student's person or property while at School.

10) Confidentiality and References

- a) The Parents consent to the School supplying information and a reference in respect of the Student to any educational institution which they propose the Student may attend.
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 Student 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 Parents are or the Student is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by the School.
- b) The Parents consent to the School making use of information relating to the Student while he or she is at the School and after he or she has left for the purposes of: managing relationships between the School and current students; providing references; to contribute to its process of continuous improvement; communicating with the body of former pupils.

11) Intellectual Property Rights and Publicity

- a) The School shall recognise any intellectual property rights vested in the Student.
- b) No student or parent may give information or contribute photographs, articles, letters etc. concerning the School to any journalist, website or publication, other than an official school publication, without the specific permission of the Principal.
- c) Unless the Parents notify the School to the contrary at the time of enrolment, they consent to:
 - i. the School displaying the Student's work within the School premises, online or

- including them in School publications (in original or altered form);
- ii. the School using photographs, sound recordings and/or film clips of the Student (which may be digitally altered) for any means it deems appropriate, including promotional materials;
 - iii. The Student's full name will not appear with a photograph without the prior consent of the Parents.

12) Changes in Ownership

- a) The School reserves the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate, the School will inform and consult with all parents in relation to such changes.

13) Termination

- a) The School shall be entitled to terminate its contract with the Parents forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to the Parents if the Parents are in material breach of any of their obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of receipt of a notice from the School requiring it to be remedied (including, for the avoidance of doubt, persistent non-payment or material default under these Terms and Conditions).
- b) Either party may terminate this Contract forthwith by notice in writing without prejudice to its other remedies if the other (in the Parents' case) is unable to pay its debts or is declared bankrupt or becomes insolvent or goes into liquidation or is wound-up for any reason.
- c) This agreement shall terminate at the end of the Student's Year 11 education if the Student does not meet any requirements imposed for entry into the Sixth Form, or at the end of Year 13 for Sixth Form students.

14) Force Majeure

- a) In the event of any force majeure arising which prevents or delays the School's performance of any of its obligations under this Contract, the School shall forthwith give the Parents notice, initially by SMS or e-mail and then in writing, specifying the nature and extent of the circumstances giving rise to the force majeure.

Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. However, the School shall use its best endeavours during the continuance of the force majeure to provide educational services.

- b) 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 the Contract.
- c) In the event of any force majeure which affects the Parents' ability to perform any of their obligations under this Contract, they shall promptly give the School notice, in writing, of the force majeure. They shall not be liable for non-performance of such obligations during the continuance of the force majeure but, in the event of the force majeure continuing for more than four months, the Parents shall discuss with the School a solution by which this Contract

may be fulfilled.

15) Communications

- a) All notices required to be given under these Terms & Conditions must be given in writing.
- b) The Parents undertake to notify the School of any change of contact details of any person who has signed the Contract. Communications (including notices) will be sent by the School to the e-mail or physical address shown in its records.
- c) Notices that the Parents are required to give under these Terms and Conditions must be addressed to the Principal and sent by e-mail or by Registered Post to the School. If sent by post, notice shall be deemed to have been given on the date of the postmark.
- d) The School will routinely communicate with the Parents by e-mail. It is therefore essential that they check their e-mail regularly and respond promptly.
- e) Teaching is in English. Normally the school will communicate with parents in English. If families have difficulty in understanding the content of any communication, they should feel free to request clarification.

16) Jurisdiction and Governing Law

- a) The contract between the Parents and the School is governed by Slovenian Law. The Parents agree to submit to the exclusive jurisdiction of the Slovenian courts.

17) Variations

- a) In the line with its policy of continuous review and improvement, or for legal, safety or other substantive reasons it may from time to time be necessary to make changes to aspects of the School. The School will give Parents notice of any significant changes prior to the end of the term before the change is to take effect. Any changes will be reflected in the school's website, www.britishschool.si.
- b) Where discrepancies exist between the English language version of this document and the Slovene translation, the English language version shall be deemed definitive.

[Karl Wilkinson, Principal, March 2016]