

# B.I.S. School Contract

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Bogaerts International school  
Rue Engeland 555, 1180  
Uccle  
Belgium  
[www.bischool.com](http://www.bischool.com)

## **1. The School**

Bogaerts International School (hereafter "the School") is a recognized privately maintained school in Brussels.

It educates children and young people in accordance with the "Program Standards and Practices" of the International Baccalaureate Organization (IB) based in Geneva.

## **2. Agreement**

This agreement (hereafter "the School Contract ") automatically enters into force when the party/parties entitled to education has/have successfully submitted a written application to the School and when the School has sent the submitting party/parties written acceptance of the application.

The School Contract is binding upon the party/parties entitled to education, designated on the application form as the Contract Party or Contract Parties of the School (hereafter "Contract Party" or "Contract Parties").

The School Contract is valid in respect of the child named in the application. When applying on behalf of several children, a separate application is required for each child.

On the application, the Contract Party may state a specific Grade (class) into which the child is to be accepted. However, the School reserves the right to assign the child to a different class based upon educational considerations.

## **3. Admission policy**

The document "BIS Admission Policy" here attached, is an integral part of this School Contract.

By signing this School Contract, the Contract Party agrees on the term and conditions of the Admission Policy of the School

#### **4. Teaching content and educational principles**

The teaching content and educational principles follow the program of the IB.

The detailed content is established by the head teachers as they see fit.

The School is an all-day school. After the end of the daily teaching program, any students who may stay behind are supervised by teachers or pedagogical staff ( "Stay and play").

#### **5. School Contract term**

The School Contract comes into effect from the start of the school year during which the application was made. If the application is made on a qualifying date during the current school year, the term of the School Contract begins on that qualifying date

The School Contract is related, in each case, to the current school year. It is automatically extended, at the end of a school year, to the next school year unless the School Contract has been terminated in accordance with clause 12 here below.

The school year begins on the 1st of August and ends on the 31st of July the next year.

#### **6. Financial regulations and school fees**

The document "Financial Regulations", attached hereto, is an integral part of this School Contract. By signing this School Contract, the Contract Party agrees to the terms and conditions of the "Financial Regulations" document. The level of the school fees and their due dates are defined in clauses 1.2 "Tuition Fees", 1.8. "Schedule of Fees" and 1.9 'Other Fees" of the Financial Regulations, which is the basis of and an integral part of the enrolment application and of the School Contract.

The School is entitled to set school fees at a new level for the next school year. Any such adjustment must be made no later than the 15<sup>th</sup> of May of the current school year and must be notified to the Contract Party. If the adjustment for the next school year involves an increase in the school fees of more than 10%, the Contract Party shall be entitled to terminate the School Contract on giving at least two months' notice to the end of the current school year.

The obligation to pay school fees continues unaffected if the student is prevented from attending School through circumstances beyond the control of the School.

When the School Contract is signed by multiple Contract Parties, these Contract Parties are jointly and severally liable for School fees.

The School fees may be paid by a third party, *as solvens*, in place of the Contract Party, upon providing the School with a written declaration by the Contract Party indicating the name of the *solvens*. In this case, the School will invoice the *solvens* for the school fees payable. However, the Contract Party remains liable for payment of school fees. Such written declaration of obligation may be revoked in writing by the Contract Party, with a period of notice of three months.

## **7. Insurance**

The Contract Parties are required to maintain all necessary insurances for their children, including health, accident and liability insurance. The School does not insure the personal belongings of the students.

## **8. Catering**

Students have the opportunity to have school meals on the premises of the Domaine Latour de Freins campus. The costs of catering are not included in the school fees (clause 8 of the School Contract).

## **9. The School Uniform**

All students wear a school uniform (the “School Uniform”) while at School and for external school events. The head teacher lays down the details of the uniform. The *School Uniform Contract* considers this question. The costs of the uniform are not included in the school fees..

## **10. Holidays**

School holidays are established by the head teacher at the start of each school year. The School is closed during school holidays.

## **11. Suspension**

The School has the right to suspend the student from attending School for a period up to 30 calendar days:

- if the student does not respect the School’s rules;
- if the School fees remain unpaid after three written reminders.

The suspension does not affect the School Contract or the Contract Party's financial obligations towards the School.

## 12. Termination

1. Either party to the School Contract can terminate the contract on giving three months' notice, in writing, to the end of a School semester (i.e. by October 31<sup>st</sup>, and April 30<sup>th</sup>). The School semesters end on January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
2. The right to extraordinary termination, without notice, for serious causes remains unaffected for both parties, on the basis of article 1184 of the Belgian Civil Code. Concerning the right of the School to terminate the School Contract without notice, on the basis of article 1184 of the Belgian Civil Code, serious causes, include :
  - The Contract Party is more than two months in arrears with payment of school fees despite the three written reminders ;
  - The student/the parents violate the School's rules, and in particular the "BIS Admission Policy, here attached, so that the continuation of the School Contract becomes consequently unreasonable for the School and/or for the other students.
3. In all cases of termination by the School, the Contract Party is obliged to continue paying school fees until the termination of the School Contract has been notified.

In case of extraordinary termination for serious causes, the Contract Party will be charged the school fees due for the entire current semester, in addition to the reparation of the damage suffered by the School, on the basis of article 1184 of the Belgian Civil Code.

### **13. Final clauses**

1. The School Contract and its enforcement are exclusively governed by Belgian law. All disputes related to the School Contract and its enforcement shall be submitted to the exclusive jurisdiction of the French courts of Brussels.
2. The School ensures that it complies with the General Data Protection Regulation (GDPR) in order to guarantee and strengthen the protection of any data of a personal nature that the Contract Party might provide to the School. All data concerning the contractual relationship will be stored by the School in electronic form. The Contract Party agrees to this by submitting the enrolment application. The School will treat all data in the strictest confidence and will not transfer data to third parties. The Contract Party has the right to access any of its personal data by simple request to the School. It may also request that the data in question be modified or erased at any time.
3. In case of communications between the Contract Party and the School, when there is more than one Contract Party, communications can be made to one or other of the Contract Parties. The Contract Parties reciprocally grant each other irrevocable power of attorney in this regard.
4. The invalidity or unenforceability of any clause of the School Contract shall in no way affect the validity or enforcement of any other clause or any part thereof. In that respect, the invalid or unenforceable clause will be replaced with a valid clause that corresponds to the intended purpose as closely as possible. The School will notify the adapted clause to the Contract Party.
5. Changes or additions to the School Contract shall be in written form.
6. The Annexes ‘Financial Regulations’ and ‘Admission Policy’ to the School Contract constitute an integral part of this agreement.

Annex 1: Financial regulations

Annex 2 : Admission policy