O'NEBS FOUNDATION ACADEMY

TERMS AND POLICIES

1. Definitions

(a) In these terms and conditions (and in the Acceptance Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**Child**" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"**The Complaints Procedure**" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the procedure is available on the Parent Portal of the School website or from the School upon request;

"**deposit**" means the sum referred to as such in the Acceptance Form;

"**fees**" means the fees set out in the Schedule of Fees as amended from time to time;

"**FIA Terms and Conditions**" means the supplemental terms and conditions relating to the School's fees in advance scheme;

"**Head**" means the person appointed by the Trustees of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"**Schedule of Fees**" means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website (www.onebsacademy.org) or at any time upon request;

"**School Rules**" means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School.

O’nebs Academy Rules can be found on the parents/students/Teacher portal on our website. A copy of O’nebs Foundation Rules is sent to parents with the letter offering their wards a place at the School. O’nebs Academy Rules is updated and published on the website on a termly basis reflecting any amendment to the rules. The Rules is also available to parents upon request at any time.

"**term**" means a term of the School as notified to parents from time to time;

"**a term's notice**" means **written** notice given not later than the first day of the term preceding the term to which the notice relates;

"**terms and conditions**" means these terms and conditions as amended from time to time;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below or its duly authorized representative (as the context requires); and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a parent of the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form (and "**your**" shall be construed accordingly). Use of the word "**including**" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

(b) The **Acceptance Form**, the **Schedule of Fees**, the **School Rules**, the **FIA Terms and Conditions** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of a contract (the "**contract**") between you and O’nebs Foundation School (registered company no. (RC656124). It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

(a) An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit.

(b) The deposit is not refundable if your child does not take up a place at the School (except where the School fills the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs). The deposit will form part of the general funds of the

School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

(c) **If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you must give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. However, if such notice is received on or after that date (or if no notice is received at all) a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees).** Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

3. School Fees

(a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as may otherwise be outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.

(b) Certain extra-curricular activities (such as private music lessons, Service activities and some trips and visits) in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In addition (and by way of further example), all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

(c) (i) **Each of you who has signed the Acceptance Form is liable for the whole of the fees due and any and all supplemental charges**. And, each of you remains liable to the School for the whole of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly

agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges(or any part of them).

(ii) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.

(iii) If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress or behavior no longer merits the continuation of the award, but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable.

(d) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the

academic year. Failure to provide

(including behavior or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.

(b) The Head may in his or her discretion require you to remove your child from the School if the Head reasonably considers that:
(i) your behavior or conduct (or the behavior or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; or
(ii) Your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the best interests of your child or other children.

(c) Should the Head exercise his or her right under either Clause 6(a) or Clause 6(b) (i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and, in such instances pursuant to those Clauses where your child is expelled or you are required to remove your child from the School, the deposit will be forfeited. If your child is expelled from the School, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 6(b)(ii) then fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

(d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehavior. All aspects of the pupil's record at the School may be taken into account.

(e) You acknowledge that any review of disciplinary matters or decisions taken by the School and/or Head under this Clause 6 shall be governed by the Complaints Procedure.

7. The School's Obligations

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. However, the School shall not be obliged to permit your child to enter the Secondary form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Secondary form after the results of the common entrance or equivalent examinations are known, and may make entry to the secondary form conditional upon the results of such examinations.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organized by the School. The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under
the Children Act (as amended or superseded).

(c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorized to make the decision on your behalf should consent be required for

urgent treatment recommended by a doctor (including anesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

(e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.

(f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

(g) In order to fulfil our obligations, we, the Head and School staff need your cooperation, including in particular by you fulfilling your own obligations under this contract.

8. The Parents' Obligations

(a) In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this Clause 8), you undertake to cooperate with the School and School staff in good faith, and including in particular by:

(i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);

(ii) encouraging your child in his or her studies, and giving appropriate support at home;

(iii) keeping the School up-to-date and informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges for your child) and ensure that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
(iv) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
(v) attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child 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 your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances we shall endeavor to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way:
(i)your child's living and/or contact arrangements;
(ii) your child's education, welfare and/or upbringing; and/or

(iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

(d) You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 8(e) below, you (and each of you) accept that the School is entitled to treat:
(i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
(ii) any communication from the School to one of you as having been given to both of you.

(e) **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 2(c), 3(c) (iii), or 4(a) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**

(f) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
(g) We cannot accept any responsibility for the welfare of your child 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.

(h) If you have cause for concern as to a matter of safety, care, discipline or progress of your child y

study in Nigeria), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details. In order to comply with our responsibilities as a licensed sponsor under Nigerian immigration based system, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in Nigeria to Nigerian Immigration Services unit (and to do so not withstanding whether we actually sponsor your child or not).

(d) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of

routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation.

(e) The School will process personal data about you and your child in accordance with the law of the land. You consent to us processing such personal data:

(i) as set out in this clause 10, and in the School's *'Data Protection Policy'* which is available under Policy Documents within the Parent Portal as may be amended from time to time;

(ii) in order to comply with any court order or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

11. Intellectual Property Rights

We shall recognize any intellectual property rights vested in your child.

12. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve 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.

13. Cancellation

(a) The School shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied. For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract:

(i) failure to pay any fees or supplemental charges on time on more than two occasions;

(ii) you (as opposed to your child) acting in such a way as to give the Head cause to require you to remove your child from the School under Clause 6(b)(i) of this contract;

(iii) any other circumstance where your child is expelled from the School in accordance with the terms of this contract (including pursuant to the School Rules);

(iv) a serious misrepresentation of facts or circumstances or withholding of information about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in Nigeria when in fact you/they are not); and

(v) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

(j) (i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.

(ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(k) For the avoidance of doubt, this contract shall end at the end of your child's schooling which may be at the end of the fifth form if your child does not meet any requirements imposed under Clause 7(a) for entry to the sixth form.

14. Force Majeure (i.e. circumstances beyond our control)

(a) In this contract "**force majeure**" shall mean any cause beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts 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, chemical or biological contamination).

(b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice 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/or minimize the effect of the
force majeure, the School will have no liability in respect of the nonperformance of such of its obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the School shall endeavor during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

(c) If the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

(d) Subject to Clause 3(h), if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
(i) you shall, in consultation and cooperation with the School, use all reasonable endeavors to: mitigate the effect of the force majeure in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
(iii) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's