

Regulations Governing the General and Financial Conditions of Institut Florimont

1. Overview

Institut Florimont is a private institution providing primary and secondary education in preparation for formal qualifications, and human, moral and spiritual training based on Christian values.

Founded by a religious community, the Missionaries of Saint Francis de Sales, Institut Florimont is a private Catholic school proud of its history and welcoming pupils from all cultural and religious backgrounds.

2. Tuition contract, parties, application, duty of disclosure

Institut Florimont and parents are bound by a tuition contract based on the definition of 'agency contract' described in article 394 of the Swiss Code of Obligations. This definition demands that Institut Florimont is bound by an obligation of means but not results. The tuition contract is fixed-term, applying to a specific academic year.

The term 'parents', used here and in all Institut Florimont documentation, denotes persons with parental authority and parties to the tuition contract; as joint holders of parental authority, both parents must sign the tuition contract and all associated documents, including this general and financial conditions document. The signature of only one parent with parental authority will be accepted if the parents are (i) unmarried, (ii) separated, (iii) divorced, or (iv) deceased. This can also denote other family members or any other person to whom parental authority has been granted.

If tuition fees are to be paid in part or in full by a third party, this party is also bound by the terms in the tuition contract. The third party's obligations are however limited to financial obligations, to be assumed jointly and severally with the parents, and this third party does not have any of the rights accorded to parents.

When enrolling their child, parents who are unmarried and who jointly hold parental authority must provide supporting documentation of a joint declaration, a declaration of a court ruling under articles 298a and 298b of the Swiss Civil Code, or any other international equivalent. It is the responsibility of the parent enrolling their child to indicate who holds parental authority, and provide supporting documentation if necessary.

Institut Florimont reserves the right to request any document relating to the exercise of parental authority at any time, and the parents expressly accept this right. In an international situation, Institut Florimont can request that the relevant parties provide evidence of all legal or administrative rulings applied by foreign courts which are recognised in Switzerland.

Pupils aged 18 years or over assume their own obligations as pupils, and also respect jointly and severally their parents' obligations.

The tuition contract is agreed when Institut Florimont sends the applicant written acceptance of an enrolment or re-enrolment request.

Each signatory of the tuition contract expressly agrees to provide complete and accurate information to Institut Florimont and guarantees the integrity of the information provided, in support of the tuition contract. This obligation applies not only at enrolment but for the duration of the tuition contract; signatories are obliged to inform Institut Florimont of any modification,

specification or new information, and this must be communicated immediately and voluntarily (i) by registered letter, or (ii) by email, which will be acknowledged by Institut Florimont and confirmation provided to the sender. The nature of this information pertains to (i) parental authority, (ii) the personal information of any of the signatories, (iii) the contact details of emergency contacts, and (iv) any of the pupil's personal details (identity, medical history, food preferences, allergies). In addition to agreeing to the duty of disclosure, information of this nature must be provided as soon as possible if requested by Institut Florimont, which reserves the right to do so at any time.

In the event that one of the signatories of the enrolment request or tuition contract has actually or allegedly contravened the obligations described in the previous paragraph, Institut Florimont reserves the right to decide, at its sole discretion, (i) to cancel the pupil's enrolment or re-enrolment, (ii) to cancel the signed contract before the date it comes into effect, or (iii) to apply a condition with immediate effect to the current contract, and this (i) without refunding the enrolment fee and/or any tuition fees already paid, and (ii) without prejudice to Institut Florimont, demand the settlement of any unpaid fees.

3. Educational obligations

Institut Florimont makes every effort to ensure pupils achieve their educational goals and obtain the formal qualifications they aim for. To this end, the Institut puts a range of educational resources in place to support a wide range of personal circumstances, particularly those associated with difficulties experienced by its pupils.

However, responsibility for monitoring a pupil's academic progress lies primarily with parents. It is their duty to keep up-to-date with their child's results and take any measures they deem appropriate to support their child's personal development and academic success.

Institut Florimont uses school reports to notify parents of their child's results and performance, and how these compare with the level required. Teachers and heads of section will offer parents further information and guidance on request, but Institut Florimont's obligation to provide information is limited to sending term school reports by post or email to the address provided by parents. Reports sent to this postal or email address are deemed to have been adequately communicated to parents, and it is presumed that parents have received them.

Institut Florimont makes every effort to avoid academic failure, however this is a risk that cannot always be averted. Under no circumstances is Institut Florimont liable or responsible for refusing to promote a pupil to the next school year, or for a pupil failing official examinations.

The compliance of parents with all their obligations with regard to Institut Florimont (particularly financial obligations) does not constitute a pupil's absolute right to attend school lessons and activities. To attend the Institut, pupils must comply with the obligations imposed by the *Règlement général en matière de tenue et de comportement* (Rules on conduct and behaviour). Disciplinary decisions described in the *Règlement général* (General regulations) and the *Règlement des usages informatiques et numériques et de la mise à disposition de matériel informatique* (Rules on technology and digital use) also apply.

4. Financial obligations

Institut Florimont only accepts an enrolment request once the enrolment fee and a tuition deposit have been paid.

If for any reason a pupil's enrolment is cancelled, the enrolment fee and part of the tuition fees are repaid as follows:

- up to 31 March: enrolment fee and deposit are not reimbursed;

- from 1 April to 31 May: enrolment fee and half the tuition fees for the first term are reimbursed;
- from 1 June: enrolment fee and all tuition fees for the first term are reimbursed.

The enrolment cancellation process follows the same rules as for enrolment.

If a pupil leaves the school during the academic year, the full tuition fees for the current term (excluding holidays) are due, irrespective of the reason for leaving, including cases in which Institut Florimont terminates the pupil's attendance. The same rule applies for school lunch fees.

Tuition fees include Institut Florimont's teaching programmes, supervised study and creating the medical record. It does not include any other services, i.e. school bus, school books and materials, language lessons (including French as a language of instruction) other than those timetabled in each section, crèche (for 14^{ème} to 12^{ème}) and after-school study (for 11^{ème} to 7^{ème}) after 4.30pm, supported study, nurse, pharmacy and medical consultation fees, non-compulsory sports and other extracurricular activities, school tours and sports outings, any damage caused by pupils, examination fees, university application fees or school meals (including optional Wednesday meals).

In the event of force majeure where on-campus teaching is not possible, such as a pandemic or other public emergency, the Institut is committed to make every effort to provide remote learning, through a combination of video calls, online study and home-based exercises where possible, depending on circumstances and within the limits provided for by law. This teaching may not correspond with the amount of time pupils would spend at the Institut campus in a non-force majeure situation. Parents acknowledge that if the Institut is teaching pupils via remote learning in a force majeure situation, the contract is deemed to be adequately upheld and full tuition fees remain payable.

The Institut always aims to be inclusive as possible and accommodate the special needs of pupils with neurodevelopmental disorders. Some cases are known and documented while others are not. If the Institut discovers or suspects that a pupil has special needs, the parents will be invited to seek a diagnosis either from a specialist referred through the Institut or other specialist, at their own expense. If the diagnosis shows substantial supervision and support needs, the Institut will calculate and apply an annual fee.

School lunches are optional; lunch fees cover the meals prepared and served at Institut Florimont on Mondays, Tuesday, Thursdays and Fridays only. Lunches can also be provided on Wednesdays; this can be requested at enrolment. The Institut must be notified of any change to the chosen option (lunch provided by school or pupil) at least 30 days before the end of the current term for the following term. Institut Florimont does not cater for any particular diets and cannot guarantee the absence of food allergens in the food served on campus.

When siblings in a family are enrolled at the Institut at the same time, a discount will apply to the tuition fees for the third and subsequent children. The children of past pupils are offered a discount on tuition fees for the first year.

Tuition fees are invoiced at the start of every term and payable within 10 days. If not paid within this period, Institut Florimont issues parents with a formal notice granting them a further 10 days in which to settle their account. Late fees are applied to every unpaid invoice from this point, at a cost of CHF 50 for the first reminder and CHF 100 for the second. After this time, interest is applied at the rate of 5% and Institut Florimont can, without further notice, terminate the tuition contract. It can also suspend some or all of its services until outstanding payment is made in full.

School lunch fees are due along with tuition fees at the start of each term. In addition to meals, the school lunch fee payment covers supervision, monitoring pupils during breaks, use of equipment and cleaning classrooms. School lunch fees are payable within 10 days. If not paid within this

period, Institut Florimont issues parents with a formal notice granting them a further 10 days in which to settle their account. Late fees are applied to every unpaid invoice from this point at a cost of CHF 50 for the first reminder and CHF 100 for the second. After this time, interest is applied at the rate of 5% and school lunches, supervision, etc. are automatically suspended until all outstanding payments are made in full.

Parents, third parties to the contract and the pupil if aged 18 years or over are jointly and severally responsible for all financial obligations. By signing this general and financial conditions document, they commit to pay Institut Florimont all amounts agreed in the contract, at the relevant current rate. Fees are available on the form "Fees for academic year ..." and are sent to parents on enrolment (to the legal representative and pupil if aged 18 or over). Fees are published every year on the Institut Florimont website www.florimont.ch and are an integral part of these general and financial conditions.

A request by parents to enrol or re-enrol a pupil, referred to in this Regulation governing general and financial conditions and the fees of the relevant academic year, is also equivalent to temporary release as defined in article 82 of the Swiss Debt Enforcement and Bankruptcy Law (Loi fédérale sur la poursuite pour dettes et la faillite (LP)).

5. Enrolment, re-enrolment and termination

There is no entitlement to enrolment or re-enrolment. Institut Florimont reserves the right to refuse to enrol or re-enrol pupils without justification.

Requests to re-enrol a pupil during an academic year are accepted provisionally on condition that the pupil passes the necessary examinations and the *Conseil de classe* (council of teachers/section heads) approves the request.

The tuition contract can be terminated by parents and by Institut Florimont during the academic year. Parents can terminate the contract without providing justification. Institut Florimont can only terminate the contract in the event of default, as in article 9.1, due to a disciplinary decision as in the General Regulations or on justified grounds. In addition to the cases described in this general and financial conditions document, such grounds are deemed to be any circumstances, whether relating to Institut Florimont, parents or the pupil, whereby continuation of the contractual relationship is contrary to the interests of Institut Florimont or seriously undermines the relationship of trust which should exist between Institut Florimont, the pupil and/or signatories of the tuition contract. Except where specific conditions are stated, the financial consequences of termination by any party are governed by article 4.

6. Liability

With the exception of wilful misconduct or intentional fraud of its subsidiary bodies or employees, Institut Florimont is not liable for any loss resulting from its own activity or that of its subsidiary bodies or employees.

In addition, Institut Florimont accepts no liability for any losses caused by pupils. Parents are responsible for obtaining public liability insurance to cover any loss caused by their child, whether occurring on or off the Institut Florimont campus, to other pupils and third parties. Institut Florimont can request parents to confirm that their child is covered by providing a copy of the insurance policy.

Institut Florimont accepts no responsibility for safekeeping any personal items or effects brought onto its property nor for the theft, loss or damage to items belonging to pupils, their parents or any third parties.

Parents have sole responsibility for the health of their child. The purpose of the medical

questionnaire requested at enrolment is solely to allow Institut Florimont to take necessary measures in the event of an accident or illness; with the exception of situations requiring protection, Institut Florimont is not responsible for monitoring pupils' health. Parents are responsible for notifying Institut Florimont of any medical or dietary conditions of their child, and based on this information, Institut Florimont reserves the right to (i) refuse to enrol or re-enrol a pupil, or (ii) to refuse to provide them with school meals. Institut Florimont is unable to accommodate the specific food allergies of any pupil who has paid to take school meals and is exempt from all liability in this regard.

Parents are responsible for arranging illness and accident insurance for pupils. Institut Florimont can request parents to confirm this by providing a copy of their insurance policy.

7. Miscellaneous

Parents confirm that they are aware of the general regulation of Institut Florimont and they agree to abide by its conditions.

Parents confirm that they approve and accept in advance all decisions, particularly relating to discipline, that Institut Florimont makes regarding its pupils.

The Institut relies on constructive communication with families to achieve its educational aims. Families are free to express their opinion on a topic of discussion, whether they agree or disagree with the Institut. Freedom of expression must be conducted in accordance with fair practice: this does not include systematic criticism or adopting a disrespectful tone, which damages the trust in the relationship. If families adopt a confrontational attitude, the school may be compelled to break the relationship formed on enrolment, with article 4, paragraph 4 of the 'Regulations governing the general and financial conditions of Institut Florimont' remaining in force.

Use of the school bus provided by Institut Florimont is subject to special conditions (see separate document).

Parents consent to their contact details being forwarded to the parents' association which works closely with Institut Florimont; however, the Institut is not liable for the association's activities.

Parents consent to their child being included in photographs or videos participating in school activities that the Institut Florimont publishes in its printed documents or on its website. If they do not consent to this, parents must notify the Institut in writing.

Parents consent to Institut Florimont contacting other organisations, such as previously attended schools, for information on pupils.

When parents enrol a child at Florimont from an AGEP school, they must provide an *exeat* confirming full settlement of their financial obligations. The same procedure applies when a pupil is leaving Florimont.

Parents who belong to an organisation governed by form P.41 (Certificate of Attendance and Costs and Receipt for Payments) must settle all costs in full, including the deposit and the enrolment or re-enrolment fee, before this form can be processed.

Parents can consent to Institut Florimont collecting and holding personal and/or sensitive data under federal data protection law (LPD). The Consent to Processing Personal Data form must also be signed by the pupil or their legal representative to declare their consent to the Institut's personal data policy.

Institut Florimont may organise trips, tours and outings for pupils. When these trips are longer than one day, parents must give their specific consent to comply with Institut Florimont travel conditions. Although both parents with joint parental authority must sign the tuition contract, only one signatory is required to authorise their child's participation on a trip, tour or outing. Authorisation is presumed to have been given on

behalf of both parents, unless Institut Florimont is advised to the contrary in writing by the other parent no less than 48 hours before the planned activity. In this case, the child will not participate in the activity and any cancellation costs are payable by parents.

For all other cases, parents must give their prior consent before their child can participate.

If a pupil becomes ill, has an accident or engages in inappropriate behaviour while on a school trip, tour or outing, Institut Florimont will make every effort to contact parents and inform them of their instructions. However, the school is free to take any measures it deems appropriate in terms of medical care, taking the child to hospital or excluding the pupil from further participation in the activity. Parents give their prior consent for Institut Florimont to exercise this power, and discharge Institut Florimont in advance from all liability for decisions and measures taken. Moreover, parents agree to reimburse Institut Florimont for any costs arising in this situation which it deems necessary to pay.

8. Amendment to general and financial conditions

While Institut Florimont reserves the right to amend these general and financial conditions without consultation, it will notify parents in writing of any amendments, and parents agree to fully abide by all future amendments of these general and financial conditions, without reservation.

9. Jurisdiction and applicable law

These general and financial conditions and tuition contracts are subject to Swiss law.

In the event of discrepancies between the English and French versions of the general and financial conditions, the French version is binding.

For any dispute, the parties agree that the only area of jurisdiction is the courts of the Republic and Canton of Geneva. Institut Florimont shall however reserve the right to act in the place of residence of defendants.

ACCEPTANCE OF GENERAL AND FINANCIAL CONDITIONS

*To be signed by all relevant persons and
returned with the enrolment form.*

SIGNATURE OF PARENT(S)

I/We have read the contents of these general and financial conditions. I/We confirm that we understand them and accept that they govern our contractual relationship with Institut Florimont.

Pupil's name:

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Date:

.....

Last name(s) and first name(s) of signatory/ies:

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.....

Signature of parent 1: Signature of parent 2:

SIGNATURE OF THIRD-PARTY PAYER

I/We have read the contents of these general and financial conditions. I/We confirm that we understand them and accept that they govern our contractual relationship with Institut Florimont.

Date:

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Last name(s) and first name(s) of signatory/ies:

.....

.....

Signature(s):

SIGNATURE OF PUPIL AGED OVER 18 YEARS

I have read the contents of these general and financial conditions. I confirm that I understand them and I agree to comply with all obligations applied to me, jointly and severally, and to my parents.

Last name(s) and first name(s) of pupil:

.....

Date: Signature:

The parties agree that for any dispute the only area of jurisdiction is the courts of the Republic and Canton of Geneva. Institut Florimont shall however reserve the right to act in the place of residence of defendants.

Consent to processing personal data

*This consent form is part of the general and financial conditions.
It must be signed and submitted with the enrolment form
and the signed last page of the
general and financial conditions of Institut Florimont.*

A. Purpose

Institut Florimont collects and uses the personal data of its pupils to ensure the school is managed efficiently and with clear, open communication.

Data use complies with federal data protection law (LPD). Data integrity and security are crucially important to Institut Florimont. If data must be stored in the European Union, it will be managed with the same degree of security and discretion as data stored in Switzerland.

B. Data used

1. Administrative and general data

- Type: last name, first name, address, date of birth, pupil's and parents' email and contact details, parents' bank details, invoices, correspondence, etc.
- Users: Institut Florimont, DIP (Département de l'instruction publique) if required, Florimont Parents' Association
- Purpose of collection and use: to run the Institut and satisfy the legal obligations governing public education in the Canton of Geneva

2. Medical data

- Type: medical
- Users: Institut Florimont, and internal and external medical staff
- Purpose of collection and use: pupil health and safety

In addition to compliance with the LPD, Institut Florimont uses medical data in accordance with the legal stipulations associated with client confidentiality.

3. Educational data

- Type: grades, examinations, schoolwork, records of one-to-one meetings, all other data used in monitoring education
- Users: Institut Florimont, DIP (Département de l'instruction publique) if required, universities and higher education institutions
- Purpose of collection and use: to track educational progress and assess pupils

4. Photographs and videos

- Type: photographs, videos with one or more pupils and family or accompanying persons
- Users: Institut Florimont, Florimont past pupils' association, external partners with whom Institut Florimont organises events, and the public via the website or other publications.
- Purpose of collection and use: to document school life; to promote Institut Florimont through all appropriate communication channels, such as partnerships, the internet, Yearbook, directory and the Journal de Florimont.

5. Former pupils

- Type: pupil's last name, first name and address.
- Users: Institut Florimont, Florimont past pupils' association, Floraison, and the public via the website or other publications.
- Purpose of collection and use: maintaining past pupils' network.

6. Data retention period

- Institut Florimont retains the data referred to above in points 1 to 4 for a maximum of five years from the end of the academic year in which the pupil leaves the Institut, unless required by any legal condition to retain data for a longer period.

C. Parents' and pupils' rights

Pupils aged 18 years and over, or legal representatives of pupils under 18 years, can at any time request to consult personal data collected and used by Institut Florimont, and request errors to be corrected.

D. Contact details

Please email any queries to direction@florimont.ch.

E. Consent

By signing this document, you consent to the collection and use of the personal data described herein.

Pupil name:

Place/date:

Signature of pupil:

Signature of legal representative for pupils under 18 years old: