

Regulations Governing the General and Financial Conditions of Institut Florimont

1. Overview

¹ 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.

² 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

¹ 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.

² 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.

³ 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.

⁴ At the time of enrolment, 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.

⁵ 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.

⁶ Pupils aged 18 years or over assume their own obligations as pupils, and also respect jointly and severally their parents' obligations under the terms of the tuition contract.

⁷ The tuition contract is agreed when Institut Florimont sends the applicant written acceptance of an enrolment or re-enrolment request.

⁸ 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.

⁹ 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

¹ 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 educational resources in place to support a wide range of personal circumstances, particularly those associated with difficulties experienced by its pupils.

² 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.

³ 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 section heads 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.

⁴ 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.

⁵ 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 School Rules) 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

¹ Institut Florimont accepts an enrolment request on receipt of the enrolment fee and a tuition deposit.

² If for any reason a pupil's enrolment is cancelled, the enrolment fee and a percentage of the tuition fees for the academic year are to be paid as follows:

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

- from 1 April to 31 May: enrolment fee and 10% of tuition fees for the year are due;
- from 1 June: enrolment fee and 20% of tuition fees for the year are due.

³ The re-enrolment process follows the same rules as enrolment.

⁴ If a pupil leaves the school during the academic year, 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.

⁵ Tuition includes 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).

⁶ In the event of force majeure where on-campus teaching is not possible, such as a pandemic or other public emergency, the Institut undertakes 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 method may not correspond with the amount of time pupils would spend at the Institut campus in a non-force majeure situation. Parents acknowledge that when the Institut is teaching pupils remotely to substitute in-person teaching, the contract is deemed to be adequately upheld and tuition fees remain payable in full.

⁷ 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, at their own expense, either from a specialist referred through the Institut or other specialist. If the diagnosis shows substantial supervision and support needs, the Institut will calculate and apply an annual fee.

⁸ School lunches are optional; lunch fees cover meals prepared and served at Institut Florimont on Mondays, Tuesday, Thursdays and Fridays only. Lunch can also be provided on Wednesdays at an additional cost; this can be requested at enrolment. The Institut must be notified of any change to the chosen option in the following term (lunch provided by school or pupil) at least 30 days before the end of the current term. Institut Florimont does not cater for any particular diets and cannot guarantee the absence of food allergens in the food served on campus.

⁹ 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. Children of past pupils are offered a discount on tuition fees for the first year.

¹⁰ Tuition fees are billed at the start of every term.

¹¹ 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.

5. Reminders and collection of monies owed

¹ All invoices issued by Institut Florimont must be paid within 10 days, except for enrolment and re-enrolment invoices, which must be paid on receipt.

² If monies owed are not paid within the required timeframe, Institut Florimont applies late payment fees for each outstanding invoice, as follows: (i) CHF 50 for the first reminder and (ii) CHF

100 for the second reminder. After this time, interest at the rate of 5% per annum is applied to all outstanding amounts from the due date of the invoice.

³ If payment is not made after the second reminder, Institut Florimont reserves the right to terminate the tuition contract without further notice. It can also suspend some or all of its services until outstanding payment is made in full.

⁴ 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.

⁵ **A request 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)).**

6. Enrolment, re-enrolment and termination

¹ There is no entitlement to enrolment or re-enrolment. Institut Florimont reserves the right to refuse to enrol or re-enrol pupils without providing a reason.

² 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.

³ The tuition contract can be terminated by parents or by Institut Florimont during the academic year. Parents can terminate the contract without providing a reason. Institut Florimont can only terminate the contract in the event of default of payment, as in article 5, paragraph 3, 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 - where continuation of the contractual relationship can no longer be enforced by Institut Florimont, as it is contrary to the Institut's interests or seriously undermines the relationship of trust which should exist between Institut Florimont, the pupil and/or signatories of the tuition contract. The financial consequences of termination by any party, except where specific conditions are stated, are governed by the conditions in article 4.

7. Liability

¹ **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.**

² 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.

³ 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.

⁴ 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: 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.

⁵ Parents are responsible for arranging illness and accident insurance for pupils. Institut Florimont may request parents to confirm this is in place by providing a copy of their insurance policy.

8. Miscellaneous

¹ Parents confirm that they are aware of Institut Florimont's *Règlement Général* (General School Rules) and agree to abide by its conditions.

² Parents confirm that they approve and accept in advance all decisions, particularly relating to discipline, that Institut Florimont makes regarding its pupils.

³ 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 unilaterally break the relationship formed on enrolment, in accordance with article 4, paragraph 4 of the 'Regulations Governing the General and Financial Conditions of Institut Florimont'.

⁴ Use of the school bus provided by Institut Florimont is subject to special conditions.

⁵ Parents consent to their contact details being forwarded to APEF (parents' association) which works closely with Institut Florimont; however, the Institut is not liable for the association's activities.

⁶ Persons with parental authority consent to the pupil 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, they must notify the Institut in writing.

⁷ Parents consent to Institut Florimont contacting other organisations, such as previous schools, for information on pupils.

⁸ An exeat (release certificate) is an official document stating that the family has settled in full all monies owing to the previous school and confirming that the pupil left the school on the date in the document. The exeat will only be provided when all tuition fees and charges for any additional services have been paid in full to the previous school.

⁹ When parents enrol a child at Florimont from an AGEP school, they must provide an exeat confirming full settlement of their financial obligations. 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.

¹⁰ Parents consent to Institut Florimont collecting and holding personal and/or sensitive data under the new 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.

¹¹ 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 an external activity. 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 parents 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.

¹² For all other cases, parents must give their prior consent before their child can participate.

¹³ 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 the Institut deems necessary to pay.

9. 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.

10. Jurisdiction and applicable law

¹ These general and financial conditions and tuition contracts are subject to Swiss law.

² In the event of discrepancies between the English and French versions of the general and financial conditions, the French version is binding.

³ **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:

.....

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:

.....

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

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.....

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 with 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 in order to run the school's operation efficiently and ensure clear, open communication.

Data use complies with federal data protection law (LPD). Data integrity and security are of vital importance to Institut Florimont. If, for practical reasons, data have to be stored in the European Union, Institut Florimont ensures they will receive the appropriate level of protection and comply with applicable legal requirements.

B. Data used

1. Administrative and general data

- Type: last name, first name, postal address, email, date of birth, contact details of pupil and parents, parents' bank details, bank details of any third-party guarantors, administrative details and any other information required in the relationship with the Institut.
- Users: Institut Florimont, Département de l'instruction publique (DIP) if required, and APEF (Florimont parents' association) for the sole purpose of performing its duties. Parents' bank details are not shared with APEF.
- Purpose of data collection and use: management of administrative and financial relationship, administration of the Institut and satisfaction of legal obligations governing public education in the Canton of Geneva.

2. Medical data

- Type: medical data and any information about the pupil's health needed to ensure their safety, care or welfare at the Institut
- Users: Institut Florimont, internal and/or external medical professionals when necessary
- Purpose of data collection and use: preservation of pupils' health, safety and well-being, management of medical emergencies and satisfaction of the Institut's legal obligations

In addition to compliance with the LPD, Institut Florimont ensures that medical data is handled in strict confidence and in accordance with applicable legal requirements relating to patient confidentiality.

3. Educational data

- Type: grades, examination results, schoolwork, assessments, notes of one-to-one meetings, educational records and all other data used in monitoring education.
- Users: Institut Florimont, Département de l'instruction publique (DIP) if required, and universities, higher education and other training institutions relating to admissions, requests for qualifications or at the request of the pupil or their parents.
- Purpose of data collection and use: tracking pupil's educational progress, assessment of results, educational support, career guidance, provision of diplomas or certificates required to satisfy the Institut's legal obligations.

4. Photos and videos

- Type: photos and videos of one or more pupils and possibly their family members, legal representatives or accompanying persons at Institut activities or events.
- Users: Institut Florimont, Florimont's alumni association, partners engaged to organise or promote Institut events, and the public when viewing photos or videos published on the Institut's communication channels such as the website, institutional documents or any other media.
- Purpose of data collection and use: to document the life of Institut Florimont, promote its projects and activities, present events organised by the school and advertise institutional publications including the Yearbook, directory, Florimont journal and all printed and digital communication.

5. Alumni directory

- Type: past pupils' last name, first name, postal address and email.
- Users: Institut Florimont, Florimont's alumni association, Floraison, and the public via the school website or other publications.
- Purpose of data collection and use: maintaining links between the Institut and past pupils, building alumni network, communicating information on Institut activities and organising alumni events.

Past pupils may at any time request that their data be amended, updated or deleted from alumni directories and materials.

6. Data retention period

Institut Florimont retains the data referred to in points 1 to 4 above for a maximum of five years from the end of the academic year in which the pupil leaves the Institut, unless required by any specific situation and/or 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 the personal data collected and used by Institut Florimont, and request inaccurate or obsolete data to be corrected or deleted.

D. Contact details

Please email any queries to direction@florimont.ch.

E. Consent

I acknowledge that I have read and understood the terms governing the collection and use of the personal data described herein. When I am required to give specific consent for data uses on sharing or publishing images, it is assumed to have been given unless I notify the Institut to the contrary.

Pupil name:

Place/date:

Signature of pupil:

Signature of legal representative for pupils under 18 years old: