

## **GENERAL TERMS & CONDITIONS (T&CS)**

**Riviera School, operated by EPM Espace Pédagogique Montreux Sàrl**

### **I) Enrolment Request and Confirmation**

Sending an enrolment request does not guarantee a place for the student at our school. This is why we recommend the enrolment request to be sent at the earliest.

If Riviera School has availability to welcome the student and can give a favourable response to the enrolment request, Riviera School sends the Client a "Confirmation Letter", accompanied by a copy of the current T&Cs. All documents must be returned, signed and dated within 10 calendar days to secure the place.

If this deadline is not respected, the enrolment is not valid. Riviera School however reserves the right to accept a late enrolment. From the moment the Client returns the signed Confirmation Letter to Riviera School for a student(s) the Clients accept the present T&Cs and the School's internal rules & policies without reserve. Enrolment becomes definitive and binding for Riviera School once the initial school fees are paid by the Client.

Our aim is that each student enrolls in the class that matches their age, academic level and their hopes for the future and we will endeavour to work to the needs for each individual child.

The integration of students that join us who do not speak French or English as a first language, students with special learning requirements and / or behaviour concerns will be studied individually. The school can request entry tests to assess the level of the students.

Parents of new students must ensure that all relevant information about their child is given to the school (for example, tests carried out by previous schools, implemented or intended special individual education plans, information about previous school expulsions). Any information that is not provided could result in the contract being cancelled.

### **II) Payment**

Yearly School Fees can be paid monthly, termly or yearly (at the choice of the client).

The definitive choice of the method of payment is made at signature of the confirmation letter.

School fees due are initially calculated on tuition, mandatory activity fees and school material. Cost of optional add-ons such as clubs, morning or afternoon care, lunches, etc. may be billed in an adjusted invoice if the choices are known later by the school.

If siblings are enrolled, the following discount will be applied to the tuition fees (doesn't apply on extras or options): **10% for the second child, 15% from the third child.**

Payment terms are as follows:

- Monthly payment  
Ten successive monthly payments before the beginning of every month, the first one is due before August 1<sup>st</sup> preceding the school year.  
The due monthly amounts amount to 1/10th of the balance of the School fees  
If the Client elects to pay monthly, a supplement of CHF 200.- a year is added to the total amount of School fees.
- Termly payment  
Three termly payments, the first one due before August 1<sup>st</sup> preceding the school year (40% of total School fees), the 2<sup>nd</sup> payment before December 1<sup>st</sup> (30% of the School fees) and the 3<sup>rd</sup> payment before March 1<sup>st</sup> (30% of the School fees).  
There is no additional charge linked to termly payment.
- Yearly payment  
The complete yearly payment is due by August 1<sup>st</sup> preceding the school year. The amount due corresponds to the amount of the School Fees.

### III) Termination and Notice periods.

The Management of Riviera School must be notified either by registered mail or through the online withdrawal form of any termination of an enrolment by the Client.

Any other means of communications of said termination (verbal, e-mail, etc.) is considered as null and void.

Following notice periods and fees are applicable:

1. If the withdrawal notice is received before April 1<sup>st</sup> of the preceding the school year, no fees for the following school year will be due
2. If the withdrawal notice is received between April 1<sup>st</sup> and August 31<sup>st</sup> of the preceding school year, the 1<sup>st</sup> Term will be due (40% of the fees), payable within 10 days of termination invoice issuance
3. If the withdrawal notice is received between September 1<sup>st</sup> and December 31<sup>st</sup> of the school year, the 1<sup>st</sup> and 2<sup>nd</sup> Term will be due (70% of the fees), payable within 10 days of termination invoice issuance
4. If the withdrawal notice is received between January 1<sup>st</sup> and March 31<sup>st</sup> of the school year, the whole school year's fees will be due (100% of the fees), payable within 10 days of termination invoice issuance

The above conditions apply also if termination is given by Riviera School.



**IV) Late Payment**

Clients are liable to pay an annual default interest of 10% for any late payment, as well as a fee for issuing reminders (CHF 50.- for the 2nd reminder. CHF 100.- for additional)

In the case of a monthly payment, should 2 monthly invoices be unpaid at due date, billing shall transfer automatically to the termly conditions, and the full term fees would become immediately due.

The present conditions are acknowledgement for debt as laid out in the art. 82 LP.

If the School Fees are not paid by the due date, the student will not be authorised to attend classes, activities or exams. Reports, results or letters of recommendation will not be released to the Client until all financial obligations of the parents have been settled.

Riviera School has the right to request a direct debit option for all further payments and the Client agrees to instruct their bank accordingly.

Expenses incurred by Riviera School due to a debt collection process will be charged to the Client

**V) Insurance**

All students must be covered by a health insurance and accident insurance and civil liability insurance that comply with the regulations of the Canton de Vaud.

The Client is responsible for informing Riviera School and, if needs be, the relevant School teachers of any prescription medication or allergies for the students.

Ecole Riviera cannot be held responsible in any case for non-compliance of this clause.

**VI) Responsibilities and Reserves**

Riviera School reserves the right to refuse an enrolment without justification or to dismiss a student if, according to them, the behaviour of the latter harms the smooth running of the school or puts in danger, in any way, the other students or the employees of Riviera School.

This is also relevant if Riviera School has not received all relevant and necessary information regarding the health of a child\* or if the information communicated by the Client turns out to be inaccurate. A simple negligence is enough.

The Client and all other persons having parental rights on the students are jointly responsible for damage caused by the student in particular to Riviera School, its students or employees.

\* Current treatments, considered or recommended by a doctor or a psychologist

**VII) Re-enrolment**

In the event that no formal termination of the contract is received by Riviera School before April 1st of the current school year, the contract is renewed automatically for the next school year.

Conditions set out in Clause III apply.

However, in the event of non-payment of the School Fees in a timely manner, Riviera School remains free to cancel on simple written notice the re-enrolment and to propose the place to another Client.

Riviera School reserves the right to cancel any re-enrollment if the Client did not settle the school fees of the current school year.

### **VIII) School Transport**

Ecole Riviera provides optional minibus transportation for students. The schedules and pick-up points will be organised according to requests received.

The following areas are covered:

Zone 1:	Zone 2 :
Chatel-Saint-Denis	Vevey
Blonay	La Tour-de-Peilz
Saint-Legier	Clarens
Chailly-sur-Montreux	Montreux

Other areas could be covered if there are sufficient number of requests. We cannot guarantee that a bus route will reach all pick-up locations requested by parents. We reserve the right to cancel a service we cannot fulfilled. Two daily bus services are organised (morning and afternoon). The request can be made for one of the two services or for both.

Places will be allocated on a “first come first served” basis, according to the date of request. A waiting list will be created where necessary. Once the transportation service has been confirmed, cancellations or changes will not be accepted and parents who withdraw will be charged for one complete term. Only students who are signed up may use the Minibus Transport service.

If an adult is not at the afternoon drop off point, and no prior parental authorisation has been given to drop the child off without adult supervision, the bus driver will bring the child back to school at the end of the trip.

### **IX) Attendance**

Family and social obligations must not interfere with punctual attendance at school and regular work in line with the rules set out in the Canton of Vaud. Absenteeism for medical reasons must be reported before the start of classes on the day of absence. Request to be absent for any other reason (compassionate/ family reasons etc.) must be made in writing to the School Management. If a request is refused absence is recorded as unauthorized. A student who is habitually absent from school may be required to repeat the school year.

#### **X) Visa and Residence Permit**

In order to be accepted at Ecole Riviera, all students should be in possession of a valid residence permit for Switzerland, with the exception of Swiss nationals. Unless authorised by the Swiss government, no student may start lessons without having a valid student visa or Swiss residency permit for the complete academic year.

#### **XI) Use of Photos and Data Protection**

École Riviera takes data protection and our responsibilities to correctly and lawfully treat personal data as a data controller seriously. We are committed to complying with legal obligations and practicing industry standards when collecting, processing and storing personal for more information you can read our Privacy Notice on our web site: <https://ecole-riviera.ch/terms>

École Riviera ask your consent or the consent of your child if he is over 13 before using the Pictures of your child taken during the school year for publicity, campaigns, promotional, promotional of our school and/or educational purposes (including publications, presentation or broadcast via newspaper, internet or other media sources).

#### **XII) Liability for Theft and Damage**

Damage to property caused by students is the sole responsibility of the parent(s).

Ecole Riviera declines all responsibility in the event of theft, including personal belongings, money, documents, mobile telephones, jewellery or other valuables.

In the event of damage caused by a student, Ecole Riviera will take necessary action to repair the damage and / or replace the damaged items. The costs for repairing or replacing will be payable by the parents/gardians. This also includes damage to other people's belongings.

#### **XIII) Applicable Law**

Only the French version of the T&Cs is valid in case of dispute. The rules & policies of the school is an integral part of the T&Cs. They are available on the website ([www.ecole-riviera.ch](http://www.ecole-riviera.ch)) or be obtained upon simple request to school management.

In the event the T&Cs are not explicit on a topic, Swiss law is applicable.

In the event of dispute concerning the present T&CS, the Swiss legislation is the only law applicable. The competent tribunal will be that of the courts of Montreux, VD.

The nullity of one of the rules above does not result in the other rules being made null and void. The remaining points in the T&CS will remain applicable.

