

STANDARD TERMS AND CONDITIONS

1. THE COLLEGE

1.1. The College: Pearson College UWC incorporated by the official designation, Lester B. Pearson College of the Pacific and United World Colleges (Canada) Inc. under the Canada Corporations Act.

1.2. The Head of College: The Head of College (“Head”) is the person appointed by the College Board of Directors to be responsible for the students and includes those to whom any of the duties of the Head have been delegated including members of the leadership teams of the College.

1.3. The Parents/guardians: The parents/guardians are those who have parental responsibility for the student, including legal guardians.

1.4. Changes at the College: A successful school must initiate and respond to change. The acceptance of a place by the parents/guardians is given on the basis that, in the interests of the College as a whole, reasonable changes may be made from time to time, to these Standard Terms and Conditions, to the size and location of the College and its campus, to its premises and facilities, to the learning programme, to the structure and composition of classes and the way the College is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the College.

1.5. Acceptance of Standard Terms and Conditions: Attendance at the College indicates acceptance of current Standard Terms and Conditions and agreement to abide by all College Policies, including but not limited to the UWC Code of Conduct, Student Code of Conduct, Essential Agreements, Respectful Community Policy, and Student Handbook. The Fees Schedule and the College Policies as varied from time to time, are part of these Standard Terms and Conditions.

1.6. Waiver of Standard Terms and Conditions: Any waiver is effective only if given in writing by the Head of College personally.

2. CARE, ATTENDANCE AND BEHAVIOUR

2.1. College Policies: It is a condition of remaining at the College that parents/guardians and the student accept College Policies. College Policies include but are not limited to the Standard Terms and Conditions, UWC Code of Conduct, Student Code of Conduct, Essential Agreements, Respectful Community Policy, and the Student Handbook. They are available on the College website and amended from time to time.

2.2. Parents/guardians' Authority: The parents/guardians authorise the Head of College to take and/or authorise all decisions that safeguard and promote the student's welfare. Parents/guardians consent to such physical contact as the College may deem necessary for teaching and for providing comfort to a student in distress or to maintain safety and good order or in connection with the student's health. The Head of College or their delegate may also consent on behalf of the parents/guardians to the student receiving medical treatment if the parents/guardians cannot be contacted at the time consent is required. All such expenses incurred will be to the parents/guardians' account.

2.3. Behaviours: The College attaches importance to kindness, integrity and respect. All members of the College community (including but not limited to students, parents/guardians, staff, volunteers and alumni) are expected to conduct themselves with these values in mind and to support and uphold the aims of the College and its good name. Parents/guardians will endeavour to encourage the student to conduct themselves in accordance with our guidelines and College Policies, and to support the College's ethos and values.

2.4. Attendance:

2.4.1. Parents/guardians will use their best endeavours to ensure the student participates in the activities of the College including but not limited to attendance of each school day, unless prevented by illness.

2.4.2. The student will be required to maintain a satisfactory, minimum attendance over any given period and in accordance with regulations of the Government of British Columbia. Failure to do so without authorisation may result in the student being asked to leave the College and the country without any refund of fees.

2.5. Student participation in the Learning Programme: The student is expected to participate in all elements of the Learning Programme including Academics, Activities, Village Gatherings, Global Affairs sessions, special topics days, house meetings, kitchen duty, campus jobs, village service, and all activities considered integral to the College.

3. STUDENT HEALTH, MEDICAL MATTERS AND WELLBEING

3.1. Declaration of student's health: In order to promote positive health and wellbeing within the College community, staff, parents/guardians and the student are expected to declare medical, behavioural and psycho-emotional conditions which may affect the student's capacity to participate in the educational programme or present a greater risk or require individual medical support, and provide a medical report or memo to ensure best medical practice is applied and risk of harm or danger is minimised.

Failure to provide full disclosure and/or agree to a Medical Action Plan or non-compliance with such agreed upon plan may, at the sole discretion of the College, result in the termination of the student's position at the College and/or barring of that student's participation in school activities and trips.

3.2. Concern for a student's physical or mental health: Where the College has a reasonable concern about a student's physical or mental health, the College may require the results of a medical or psychological examination before the student is permitted to enter or return to the campus. Students may have to vacate the student residence until satisfactory results are received.

3.3. Vaccinations: As a prerequisite for application and continuing enrolment, parents/guardians are required to submit vaccination proof of all mandatory immunisation as listed on the Medical Form as part of the admissions process. Mandatory immunisation exemptions must be pre-approved by the College Health Center. Proof of other immunisation may also be required for safe conduct of trips as determined by the College. Failure to provide proof or exemption may result in the student being excluded from the campus or school trips.

3.4. Medical information: Throughout a student's time at the College, the College shall keep confidential the student's medical information, unless it is deemed necessary, by the College, to disclose such medical information for the protection and well being of the student, other members of the school community and service providers. In such care, the Director of Health or designate, will endeavor to share the student's medical information only with those persons or agencies who need to know in order to carry out their duties and responsibilities.

3.5. Medical Action Plan, Duty of Care: Where a student has a confirmed medical condition, a mutually agreed Medical Action Plan with stated and agreed interventions may be required. It is a condition of continuing admission to the College that all agreed medical devices and medication required to support the agreed interventions in the Medical Action Plan are provided free of charge to the College and in the quantity stated in the Medical Action Plan or associated policies to College medical staff, whilst the

student is in the custody of the College. Where there is concern, the suitability of the student to participate in school activities, including school trips, is for the Director of Health or designate to decide.

3.6. Infection control and student illness: Parents/guardians and the student agree to ensure that the student will not attend school if the student shows symptoms of an infectious disease. Parents/guardians and the student are required to inform the School if the Student has been exposed to a known contagious or communicable disease, illness or virus in Canada or abroad.

3.7. Medical closure: In the event of a medical event or circumstance within or affecting Canada or the College that requires the College to be closed by the relevant authorities of the Government of Canada or by recommendation to break a cycle of infection, the College will not be obliged to refund all or any part of the Fees for any period of closure before or after any such event.

In this situation, the College will make arrangements, where practicable, to ensure continuity of the students' education.

3.8. Safeguarding and risk:

3.8.1. Students: Pearson College UWC is committed to safeguarding and protecting students and all community members from harm. Safeguarding is everyone's responsibility. Parents/guardians are expected to report any concerns and to support the College in any investigation related to the safeguarding of a student or any community member.

3.8.2. Community members: All parents/guardians, staff and community members are expected to support the safety and wellbeing of everyone on campus. Access to the campuses is at the discretion of the College and may be withdrawn. Any parent who is deemed to be a risk to themselves or others can be excluded from the campuses and from contact with the community. The College reserves the right to exclude students from the College as a result of parent behaviour that may pose a risk to the community or which brings the College into disrepute.

3.9. Parents/guardians' assumption of risk: Except for cases of gross negligence by the College, in consideration of the student attending the College and participating in its activities, parents/guardians and the student agree that the student does so at the student's own risk and that the College shall not be liable or responsible for any accident, personal injury or death sustained or suffered by the student or any damage to property caused while the student is participating in College expeditions or any other College-related activity.

3.9.1. Parents/guardians further agree to indemnify the College from all claims whatsoever and howsoever caused, sustained or suffered by the student while a student at the College, participating in College expeditions or any other College-related activity, whether under contract or tort law or otherwise.

3.9.2. The College will take reasonable steps to screen all adults who come into contact with students. Parents/guardians acknowledge and accept that students will work with both College staff and external service providers as well as volunteers when participating in College expeditions and other College-related activities.

4. ADMISSION TO THE COLLEGE

4.1. Entry to the College: Entry to the College will be subject to the availability of a place and the student meeting the entrance criteria and otherwise satisfying the admission requirements applicable at the time. In all cases concerning the availability of a place, entry criteria and assessments, the decision of the Director of Admissions with regard to admission to the College is final.

4.2. Entrance criteria: Parents/guardians accept that entry is subject, amongst other matters, to entrance criteria and that the student may be asked to take a test or to be interviewed in order to ascertain whether the entrance criteria have been met, including testing for the student's English language proficiency, learning support needs and/or academic level. Parents/guardians agree that responses in all testing must be solely those of the student. If it subsequently becomes apparent that this has not been the case, it will lead to the withdrawal of the offer of a place or removal from the College without refund of any fees paid.

4.3. Offer and acceptance of a place by payment of Acceptance Fees: If a place is offered, parents/guardians must submit a signed Confirmation Letter and payment of the Acceptance Fees by the date set out in the offer documents. Where an offer has not been accepted by the offer deadline, the offer will be regarded as lapsed and the place may be offered to another family.

4.4. Acceptance Fees: The Acceptance Fees comprise a 10% deposit (if required) at the time of enrollment plus the remaining Tuition Fees by 31 May for the first year the student will be in attendance.

4.5. Prorated/Refunded fees: Where a student joins part way through an academic term, unless with prior agreement with the College, the Tuition Fee will not be prorated nor refunded.

4.6. Forfeiture of fees upon cancellation of acceptance: The Acceptance Fees, as described in Clauses 4.3, 4.4 and 4.5 will be immediately forfeited where, for any reason,

LESTER B. PEARSON COLLEGE OF THE PACIFIC AND UNITED WORLD COLLEGES (CANADA) INC

650 Pearson College Drive, Victoria, BC, Canada, V9C 4H7

P: +1 250 391 2411 E: info@pearsoncollege.ca www.pearsoncollege.ca

Located on the unceded territory of the Sc'ianew (Beecher Bay) First Nation

acceptance of a place is cancelled by the parents/guardians or enrolment is cancelled before the student commences at the College. The College shall have the sole discretion to consider exceptional cases on written request by the parents/guardians.

5. FEES AND ADDITIONAL PAYMENTS

5.1. Tuition Fees: Tuition Fees comprise of tuition and room and board for each academic year. Parents/guardians acknowledge that these fees are payable regardless of the respective length of each term and where students are not attending formal classes, including during the examination terms in the second year.

5.2. Payment of Tuition Fees: Tuition Fees for each academic year shall be paid prior to the start of the academic year; before 31 May for first year students and before 15 April for second year students. Such fees are not refundable in whole or in part. Parents/guardians undertake to pay these fees by the due date as set out in the fee schedule and use one of the College's accepted payment methods as listed on the invoice.

5.3. Items not covered in Tuition Fees: Tuition Fees cover the majority of expenses for the College's Learning Programme. Details of compulsory items not covered in Tuition Fees, including a Security Deposit and Medical Insurance, are set out in the Student Handbook and the College website and will be charged separately.

5.4. Loss or damage caused by a student: A Security Deposit is used to offset outstanding charges, damages or loss of campus property associated with the student at the end of the school year. The cost of damage that cannot be attributed to specific student(s) will be allocated equally to all students. The balance of the deposit will be refunded at the end of the second school year.

5.5. Automatic withdrawal upon non-payment of fees: A student will be deemed withdrawn from the College without notice if fees for the following academic year remain unpaid by the deadline. Once a student is regarded as withdrawn from the College, that student's place will be offered to another applicant.

5.6. Right to exclude: The College reserves the right to exclude any student for whom any part of the Tuition Fees are unpaid.

5.7. Fees paid for a partially completed term are non-refundable: Fees will not be refunded or waived for a term that a student has commenced but did not complete for any reason including absence through sickness; or if a term is shortened or a vacation extended; or if a student is released home before the scheduled end of term.

5.8. Late payment: The College has the right to impose late payment charges, including all related administration and legal costs, for invoices not paid by the due date.

LESTER B. PEARSON COLLEGE OF THE PACIFIC AND UNITED WORLD COLLEGES (CANADA) INC

650 Pearson College Drive, Victoria, BC, Canada, V9C 4H7

P: +1 250 391 2411 E: info@pearsoncollege.ca www.pearsoncollege.ca

Located on the unceded territory of the Sc'ianew (Beecher Bay) First Nation

The amount outstanding, the late charges, and all related costs are payable by the parents/guardians. Any payment made or delivered to the College after the due date will not be considered as paid until the payment has cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the College as part payment of the amount outstanding.

6. NOTICE OF WITHDRAWAL

6.1. Withdrawal from the College: Notice must be given in the prescribed form on or before the published dates of notification before a student is withdrawn from the College.

Parents/guardians' consent is required before a student will be withdrawn.

6.2. Withdrawal deadline: The withdrawal deadline for each term is the date published in the Fee Schedule for each academic year by which notice of withdrawal must be received, in the prescribed form, for students leaving at the end of that term (the 'Withdrawal Deadline').

6.3. Forfeiture of fees upon withdrawal: Parents/guardians agree that their financial obligation to the College is for the full two-year program. Withdrawal from the course up to the end of the second term of the second year, even with the requisite period of notice, will result in forfeiture of all fees paid to those dates, and any unpaid fees will be payable as a debt at the rate applicable.

6.6. Prescribed form of Withdrawal Notice: Notice of withdrawal must be submitted to the Head of College in written form on or before the published date of notification for withdrawal.

No other form of notice, written or verbal, will be deemed to constitute effective notice for the purposes of these Standard Terms and Conditions.

7. SUSPENSION AND EXPULSION OF A STUDENT

7.1. Suspension: A student may be temporarily excluded from attending the College, including College-related activities held on or off campus, at any time, without refund of fees, if, in the opinion of the Head of College:

7.1.1. the conduct or progress of the student has been unsatisfactory;

7.1.2. the student is unwilling or unable to benefit from the educational opportunities offered;

7.1.3. the student breaches College Policies; or

LESTER B. PEARSON COLLEGE OF THE PACIFIC AND UNITED WORLD COLLEGES (CANADA) INC

650 Pearson College Drive, Victoria, BC, Canada, V9C 4H7

P: +1 250 391 2411 E: info@pearsoncollege.ca www.pearsoncollege.ca

Located on the unceded territory of the Sc'ianew (Beecher Bay) First Nation

7.1.4. a parent/guardian has treated the College or members of its staff unreasonably.

7.2. Expulsion: A student may be expelled at any time without refund of fees, if in the opinion of the Head of College:

7.2.1. the student's conduct, whether on or off College premises or in or out of term time, has been prejudicial to good order or school discipline or to the reputation of the College;

7.2.2. the student has been charged or convicted of a serious offence under Canadian law;

7.2.3. the student is unwilling or unable to benefit from the educational opportunities offered;

7.2.3 the student has breached College Policies; or

7.2.5. a parent/guardian has treated the College or members of its staff unreasonably or breached the Parent/Guardian Consent Form.

7.3. Power of the Head of College: The Head's powers include the imposition of sanctions including exclusion for non-payment of fees, suspension during investigation or following a breach of College discipline, and removal or expulsion as provided in these Standard Terms and Conditions. The Head is not responsible for a student who is absent from the College or in breach of school discipline or present on campus for reasons other than for College-related activities.

7.4. Discretion of Head of College: The decision to exclude, suspend or expel a student and the manner and form of any announcement shall be at the sole discretion of the Head of College. In no circumstances shall the College or its staff be required to divulge to parents/guardians or others any confidential information or the identities of students or others who have given information which the Head has acquired during an investigation and which has led to the suspension, or the requirement to remove the student.

7.5. Access: A student who has been withdrawn, excluded, suspended, removed or expelled from the College has no right to enter College premises without the written permission of the Head of College. Similarly, a parent whose child has been asked to leave under Clause 7.1.4 will have no right to enter the College premises without the written permission of the Head of College.

8. STUDY PERMIT

8.1. Requirement to hold a valid study permit: Parents/guardians are responsible for ensuring that upon entry to the College and for as long as the student attends the College, the student holds a valid study permit that allows them to study full-time in Canada.

9. GENERAL CONDITIONS

9.1. Families: It is normal for schools to interact with families rather than individuals. In the College's interactions with families we will, as a matter of routine, consider permissions and instructions from one parent/guardian as binding to the family. We will further share data between family members as necessary to deliver the learning programme and protect the welfare of individuals without further permission. The family in this case will be defined as a group of individuals identified to us as a single family during the application process and normally related as spouses/partners, mother/father, brother/sister or any similar step relationship or legal guardianship. Any changes to these relationships should be notified to the College in writing.

9.2. Leaving school premises: All students must observe College policy in relation to leaving school premises.

9.3. Liability and insurance: The College shall not be held liable for accidental injury, death or loss of property. The College is not responsible for the student's personal property on its campuses or on the way to or from the College or on any College-sponsored activity or trip away from the College. The College is not the agent of the parents/guardians for any purpose related to insurance.

9.3.1. The College maintains insurance for customary insurable risks including comprehensive liability and coverage for school property.

9.3.2. It is the responsibility of parents/guardians to provide any additional comprehensive medical and accident insurance as well as personal property insurance, for their children and their possessions. Parents/guardians should satisfy themselves of the adequacy level of cover offered to their personal circumstances.

9.4. Students' personal property: Students are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name.

9.5. Concerns/complaints: Parents/guardians who have cause for serious concern as to matters of safety, care or quality of education must inform the College.

9.6. Progress reports: The College monitors each student's progress and parents/guardians will receive regular feedback in accordance with College policy.

9.7. Additional learning needs: Where a member of staff has a concern about the progress of a student they will make a preliminary assessment to see whether learning support is needed. If it appears that further assessment by an educational psychologist is advisable or the student is failing or falling behind with studies, parents/guardians will be notified. The parents/guardians agree that further assessments may be arranged by the College or the parents/guardians and at the parents/guardians/guardians' expense. The parents/guardians acknowledge that the College's staff are not qualified to make a medical diagnosis of conditions. Parents/guardians will be asked to withdraw the student without being charged fees in lieu of notice if the Head of College considers, at their sole discretion, that the College cannot provide adequately for a student's educational needs.

9.8. Withholding information: If it subsequently becomes apparent after admission that any information regarding learning support, special needs, physical or mental health conditions has been withheld, or falsified, during the application process, it will lead to the immediate removal of the student from the College without refund of any fees.

9.9. Confidentiality: Parents/guardians consent on behalf of themselves and the student that the College, its officers and staff may obtain, hold, use and communicate, on a 'need-to-know' basis, confidential information which, in the opinion of the College, is material to the safety and welfare of the student and others. The parents/guardians consent to the College communicating with any other school which the student has attended, or currently attends or which a parent proposes the student should attend about any matter concerning the student or about payment of fees, whether or not the information being passed on is also held in machine readable form.

9.10. Examinations, reports and references: The College will enter a student's name for an examination if the Head of College is satisfied that such is in the best interests of the student. Information supplied to parents/guardians and others concerning the progress and character of a student and about examination, further education and career prospects and any references will be given without liability on the part of the College.

Where parents/guardians are separated or divorced, reports and other information will be made available to both parents/guardians at their requests unless certified true copies of court orders prohibiting the same are produced to the College.

9.11. Intellectual property: The College reserves all rights and interests in any intellectual property rights arising as a result of the actions of a student in conjunction with any member of staff of the College and/or other students at the College for a purpose associated with the College. Any use of any such intellectual property rights by a

student is subject to the consent of the College upon terms and conditions acceptable by the College. The College may, at its discretion, allow the student's role in creation/development of intellectual property rights to be acknowledged.

9.12. The use of videos, photographs and images: Parents/guardians agree to the College using students' work, photographs and video footage of the student and other material for purposes such as publicising the College and its students' accomplishments to internal and external audiences, in print and online, including on social media, in accordance with relevant College policies and protocols.

9.13. Marketing and promotional activities: The College's marketing material, including but not limited to the College website, brochures and open days describe the broad principles on which the College is presently run and give an indication of our approach, ethos and curriculum content. The information provided is not intended to be legally binding and does not form part of any agreement between the parents/guardians and the College.

9.14. Limitation of liability: The limit of the College's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the parents/guardians or student howsoever incurred, for any and all claims, shall not in the aggregate exceed the fees collected by the College from the respective parents/guardians/guardians.

9.15. Entire agreement: These Standard Terms and Conditions signed by the parents/guardians and the student supersede any other prior agreements, either oral or in writing, between the parents/guardians/guardians, the student and the College. The parents/guardians and the student acknowledge that no representation, inducements, promises or agreements, orally or otherwise, have been made by any officers or staff of the College.

9.16. Partial invalidity: If any Standard Term or Condition is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force, without being impaired or invalidated in any way.

9.17. Governing law: These Standard Terms and Conditions shall be governed and construed in accordance with the laws of British Columbia. The College and the parents/guardians hereby submit to the exclusive jurisdiction of the courts of British Columbia.

9.18. Interpretation: Headings are for ease of reading only and are not otherwise part of the Standard Terms and Conditions.

10. FORCE MAJEURE

10.1. Release from obligations affected by Force Majeure: If by reason of Force Majeure (hereafter defined) the College is rendered unable wholly or in part to perform its obligations, then upon notice in writing of such Force Majeure to the parents/guardians as soon as reasonably practicable after the occurrence of the cause relied on, the College shall be released from such obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist.

10.2. 'Force Majeure' herein means any of the following events:

- a) war, invasion, rebellion, revolution, insurrection or civil war;
- b) act of Government;
- c) earthquakes, fire, lightning, storms, floods or any other occurrence caused by the operation of the forces of nature;
- d) strikes, lockouts, boycotts or labour disputes;
- e) terrorism, sabotage or arson;
- f) epidemic or infectious disease; or
- g) any other event similar to any of the foregoing or any other event beyond the control of the College.

Please sign to indicate that you have read and understood the policy.

_____	_____
Student's Signature	Parent/Guardian's Signature
_____	_____
Student's Full Name	Parent/Guardian's Full Name

Date	