



DYNAMIC LEARNING  
FOR A HEAD START IN LIFE

## **General Terms and Conditions**

Dynamic Learning Sàrl, is a Swiss registered company in Geneva, with its identification number CHE-113.724.154 at the Geneva registry of commerce (hereafter “DL”).

DL offers nursery classes in English for pre-schoolers and English classes for mother-tongue English (or with a high level of English) students, outside of public school hours, at Avenue Adrien-Jeandin 29, 1226 Thônex, in Geneva.

DL keeps the discretion of accepting or refusing students according to their level of English when they begin.

### **1. Conclusion of Agreement**

This Agreement is between the one or more of the legal representatives of students (hereafter “Parent(s)”) and DL. This agreement and the registration form needs to be signed by both parents who will be liable jointly and severally for the fees, unless only parent has the guardianship of the child.

The joint and severability liability will remain vis a vis DL even if the Parents separate or divorce after the conclusion of the agreement.

The Agreement will be concluded only after :

- a) The submission of a duly completed registration form;
- b) A meeting of the Parent(s) and of the student with Ruth Milne;
- c) The payment of the first invoice (School fees).

Once the Agreement is concluded, the parents will in principle be jointly liable for the annual fees even if the Parent(s) decide to remove the student during the course of the year. The balance fee can be waived by DL at its discretion.

### **2. School Fees**

The School fees are calculated according to the class that the student is assigned to, either Preschool, Afterschool, tutoring or Wednesdays.

DL offers a session throughout the autumn, spring and summer regardless of the age of the student and offers summer sessions for two groups aged between 3 to 5 years old and 6 to 12 years old.

There is no additional charge for resources and materials (such as aprons for the art and craft activities) during the lessons or for the snacks prepared during the classes and/or provided.

### **Preschool**

Each morning session is 9am to 12pm and costs 50CHF.

Each afternoon session is 12pm to 3pm and costs 50CHF.

We can add lunch times to Tuesday and Thursday morning sessions (extending till 1pm). This additional hour costs 17CHF and children need to bring their own packed lunches. Lunchtime sessions are part of the afternoon sessions from 12pm to 3pm.

Please note that DL only accepts children who are toilet trained.

### **Summer Workshop** (3 to 12 years old)

The Summer workshops are designed for children to continue informal learning during the summer through creative activities for fun and enjoyment.

Summer workshops are split into two age groups - 3 to 5 years of age and 6 to 12 years of age.

Summer workshops are based on specific themes such as Doctor Who, Harry Potter, Fairies and princesses, etc.

The schedule, the price and the themes will be revealed in January each year. The subscription will be opened in January each year. Places can be held with a non-refundable deposit of 100CHF.

No refund is possible for absences.

### **3. Terms and Conditions of Payment and Late Payment**

All fees are payable per term, preferably in full one week before the first day of each term as defined on the website. No refund is possible for absences.

No deposit is required except for registration to summer workshops, which are due by May of the same year.

In the event of a delay in a payment for an ongoing semester, DL reserves the right to charge the debtor interest on arrears (5 percent p.a.), dunning costs (50 CHF per reminder) as well as all costs related to the recovery of the sums due (including but not limited to the collection agency, legal and procedural costs).

### **4. Term Times**

Term times shall be defined by Dynamic Learning and disclosed to the student and/or his legal representative in due time. The Parent(s) are responsible for ensuring that their child arrives on time and safely at the start of classes. Children are not the responsibility of DL before a class starts, or after they have been delivered to the adult who picks them up after class.

In general, the terms time are the following:

- A. Preschool:** Morning: 9am to 12pm and afternoon: 12pm to 3pm
- B. Wednesdays :** two hour classes per week (9am to 11am, 12.30pm to 2.30pm or 3pm to 5pm)
- C. After-school:** one hour class per week: Mon, Tues or Thurs – 4.30 to 5.30pm
- D. Summer Workshops:** Older children (6 to 12 years old): Monday to Friday - 9.00am to 3.30pm and Younger children (3 to 5 years old): Monday to Friday - 9.00am to 3.30pm

Please note that during the summer workshops the doors will open from 8.55am.

## **5. Parent teacher meetings**

Parent teacher meetings are scheduled for all age groups in November, by the Head of Dynamic Learning. However, frequent feedback can be given after class or by arranging a telephone call or Zoom. Please send an email requesting a meeting should you require a lengthier session.

## **6. Food allergies, dietary restrictions, health conditions**

A snack is provided during some sessions. This consists of water and a biscuit or perhaps the baking that may have been completed during the lesson. If a student suffers from food allergies or has other dietary restrictions for any reason whatsoever, the Parent(s) must be as precise as possible in the registration form. Please notify Dynamic Learning of any changes in your child's medical history, for instance, if they become asthmatic, epileptic or develop new food allergies.

**All food allergies** need to be indicated in writing in the registration form. DL will not be liable for allergies which are triggered by snacks, or baking, in class for which DL has not been informed of the allergies.

## **7. Security of children**

DL gives great importance to the security of its students. A student will only be released to the person designated in the Registration form unless the Parent(s) inform DL otherwise by email, text or during the drop-off.

DL cannot be held responsible for any delays in releasing a student from its class because of a confusion on the authority of the person coming to collect the student.

If a Student becomes ill or is involved in an accident during a session, the Parent(s) will be contacted. It is important that two up-to-date emergency numbers are provided on the registration form.

In the registration form, the Parent must provide the name of the Student's health insurance, accident insurance and the Parent's civil liability insurance. The Parent must authorize DL to use these details, by signing the form, to the extent necessary in case of an emergency.

## **8. Liability for Damages**

The student and/or his Parent(s) shall be exclusively and completely liable for any and all damages caused by the student on the way to DL or in DL.

While DL ensures a maximum of security within its premises, DL shall not be held liable for either personal injury or damage to property caused by third parties, or for the loss or theft of belongings brought to school.

Lost or damaged resources may be invoiced to the Parent(s) of the student that caused the damage.

DL recommends that Parent(s) prevent the students from bringing valuables to DL.

DL forbids students from using their mobile phones during classes, unless agreed with a parent and teacher. If a student needs to be reached during class times for an emergency, please call 022 348 3048.

## **9. Appropriate attire**

DL offers art and craft activities according to the age of the students. DL provides aprons for the students but the Parent(s) will need to ensure that his/her child is dressed appropriately i.e. nothing too valuable which could be ruined during playtime or during arts and crafts.

## **10. Absences from DL**

In the event of absence due to illness or any other reason, the Parent(s) must inform the school by telephone, text, WhatsApp: 079 632 3944 or by e-mail to: [ruth.milne@dynamic-learning.ch](mailto:ruth.milne@dynamic-learning.ch). DL cannot be held responsible for incorrect information received from a Parent(s)' email account which may have been hacked.

Classes missed due to illness or vacation cannot be replaced during the same term or during the summer. However, at the request of the Parent(s), homework can be provided.

## **11. DL during a lockdown**

In the event of a lockdown ordered by the Federal or cantonal government obliging DL to suspend physical classes, DL will provide classes on Zoom (or other suitable platforms) to the extent possible. DL will also provide regular activities and homework for students on other platforms such as Seesaw.

DL cannot provide reimbursement of fees paid and the annual fees will remain due.

## **12. Ordinary Termination of Agreement**

This school agreement shall terminate ordinarily at the end of the school year. If you have not registered your intention for your child to terminate classes by the 1<sup>st</sup> of May, in writing, you may be required to pay the first term fees of the following academic year.

Should you wish to terminate the classes for your child before this date please confirm your intentions by email to Dynamic Learning which is : [ruth.milne@dynamic-learning.ch](mailto:ruth.milne@dynamic-learning.ch) within 6 weeks of your intended departure. Please note reimbursement may not be possible, it is left to the discretion of DL.

## **13. Extraordinary Termination of Agreement by Dynamic Learning**

DL may terminate the school agreement with immediate effect and without notice, if:

- The student commits a serious disciplinary offence or a crime, or a serious breach of school rules.
- The school fees are not paid despite the receipt of a warning sent by A+ mail or registered mail.

If there is a problem with a student's behaviour which is not a serious disciplinary offense or a crime as mentioned above, the Parent(s) will be contacted to discuss the future of the student in DL. Parents will be informed of the misdemeanours and the course of action followed. If the problem persists, then the Student will be asked to leave the class. No refund can be made in principle.

### **Miscellaneous**

During class sessions it is better to contact Dynamic Learning using the landline - 022 348 3048. Teachers do not have access to their mobile phones or emails during teaching sessions.

DL recommends that all persons bringing the students to DL only park in the white spaces. (Yellow spaces are private.) A traffic warden frequents the parking lot regularly. She has the right to denounce you to the police if you are not parked in an appropriate space with a legitimate ticket. Please do not park in front of the school.

DL is not responsible for any fines or police complaints due to illegal parking outside the DL premises.

### **Applicable law and jurisdiction**

This agreement is governed exclusively by Swiss law, In case of a dispute concerning any issue other than School fees, the parties agree to a mediation in English with one mediator in Geneva under the Swiss rules of mediation of the Swiss chambers of commerce and industry. If either party refuses to cooperate or withdraws from the mediation within a period of 2 weeks made from the request of either party, the courts of Geneva will be competent.

Signed in Geneva on: \_\_\_\_\_

Name of Parent(s): \_\_\_\_\_

Name of student(s): \_\_\_\_\_

Date of birth/s: \_\_\_\_\_

Signature of parent (s):

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\_\_\_\_\_

Signature of Ruth F. Milne:

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