

## Westbrook Hay Prep School

### TERMS AND CONDITIONS

#### 1. Definitions

(a) *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here. Please take note of them.

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**Admission**" has the meaning given in **Clause 2(b)** below;

"**Child**" means the child named on the Acceptance Form. The age of the Child will be calculated in accordance with British custom.;

"**Complaints Procedure**" means the School's procedure for handling complaints not involving the permanent exclusion or removal of a pupil, from parents, as amended from time to time to reflect changes in the law or in custom and practice at the School, or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. Every complaint shall receive fair and proper consideration and a timely response. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

"**Contract**" has the meaning given in **Clause 1(c)** below;

"**Deposit**" means the amount set out and referred to as the Deposit in the Acceptance Form and the Schedule of Fees;

"**Entry**" has the meaning given in **Clause 2(e)** below;

"**Fees**" means the termly fees set out in the Schedule of Fees;

"**Fees in lieu of Notice**" means Fees in full at the rate applicable for the next Term following termination by You on less than one full Term's Notice or your Child is excluded for more than 28 days for non-payment of Fees as set out in **Clause 4(e)**. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. You acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources;

"**Governors of the School**" means the Governing Body of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School;

"**Head**" means the Head of the School as appointed by the Governors of the School from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Notice**" means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:

- both Parents; or
- one of the Parents with the prior written consent of the other Parent; and
- in either case the prior written consent of any other person with Parental Responsibility where appropriate,

before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf.

"**Parental Responsibility**" those who have Parental Responsibility (i.e. legal responsibility for a child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.

"**Schedule of Fees**" means the published note of the School's prevailing Fees notified to You from time to time and a copy of which remains available on the School's website and from the School at any time upon request;

"**School Rules**" means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form. Further copies are available on request;

"**Term**" means the period between and including the first and last days of the relevant term of the School as notified to parents from time to time;

"**a Term's Written Notice**" means **written** Notice given before the first day of a Term and expiring at the end of that Term;

"**Terms and conditions**" means these terms and conditions as may be amended from time to time to reflect changes in the law or in custom and practice at the School;

"**We,**" "**Us**" or the "**School**" means the legal entity carrying on as the School as identified in **Clause 1(b)** below.

"**You**" or the "**Parents**" means each person who has signed the Acceptance Form as a parent of the Child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party.

In these terms and conditions We sometimes provide illustrative examples to try and provide You with a better understanding and appreciation of what We are referring to. We do this by using the words "**for example**", "**includes**" or "**including**" and, because We do not intend for the examples given to be exhaustive, when We do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Also in these terms and conditions, We use headings to introduce the separate provisions. These headings are for ease of understanding only.

(b) Who we are. We are Westbrook Hay Educational Trust Limited a company registered in England and Wales. Our company registration number is 292537 and our registered office is at London Road, Hemel Hempstead, Hertfordshire, HP1 2RF.

(c) Our contract with you. The **letter of offer, Acceptance Form, the Schedule of Fees**, the terms of any award of a scholarship/bursary if applicable and these **terms and conditions** (as in each case may be varied from time to time) form the terms of a legally binding contract (the "**Contract**") between You and the School for the provision of educational services. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Westbrook Hay Prep School.

(d) Information for parents. We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School

## **2. Acceptance, Admission and Entry**

(a) When prospective pupils are considered for admission to the School. Applicants will be considered as candidates for **Admission** and **Entry** to the School when the registration form has been completed and returned to Us and the non-returnable registration fee has been paid.

(b) When prospective pupils are admitted to the School. Admission will be subject to the availability of a place and the Child and the Parents satisfying the admission requirements at the relevant time. The admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. **Admission** occurs when the Parents accept the offer of a place.

(c) How You accept the offer of a place. An offer of a place for your Child at the School is accepted when you submit the completed Acceptance Form and pay the Deposit.

(d) How We use the Deposit. A Deposit is payable when You accept the offer of a place. The Deposit will form part of the general funds of the School until the Child leaves, when it will be credited without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise on these terms and conditions.

(e) When pupils first enter the School. **Entry** occurs on the date when the Child attends the School for the first time under these terms and conditions.



**3. Cancelling a place at the School before your Child enters the School or where the Child does not enter the School**

(a) Cancellation rights: If the **offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication** without either of the Parents meeting face to face with a member of the School staff during the contractual process, the Parents have **the right to cancel this agreement at any time within 14 days of the day after We receive your completed and signed Acceptance Form**. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form which is available on request from the School. In such circumstances the Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.

(b) Cancelling your Child's place at the School: **If You wish to cancel the Child's place and terminate this Contract at any time AFTER submitting the Acceptance Form and paying the Deposit but BEFORE the Child enters the School, or after the expiry of the cancellation period described in Clause 3(a) above, You must either:**

(i) **provide at least one Term's Written Notice.** *This means that if, for example, your Child is due to start at the School in September at the start of an academic year, You would need to tell us in writing that You wish to cancel the Child's place and terminate the Contract on or before the first day of the preceding summer term (i.e., the final term of the previous academic year).* **If You provide at least one Term's Written Notice of cancellation, the School shall retain the Deposit; or**

(ii) **pay to the School one Term's Fees in lieu of Notice.**

(c) Cancelling a place offered in the Term before Entry: If the **offer of a place is made in the Term immediately prior to the Term of Entry**, You may cancel the Child's place and terminate this Contract by notifying the School in writing at any time up to four weeks from the date of the Acceptance Form. If **Clause 3(a)** above applies the four week period shall start when the 14 day cancellation period expires. The Deposit will then be retained by the School. If You give notification after this date or give no notification, You shall pay one Term's Fees at the rate payable for the Term of Entry, less the Deposit, payable as a debt.

**4. Fees, Supplemental Charges and payment**

(a) What the Fees include. The Fees include alone or in combination any of the costs incurred in the usual course of the education by the School of your Child, including tuition fees and the provision of any necessary educational materials, shall be met by the Fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

(b) What the fees do not include: Supplemental Charges. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **Supplemental Charges**. By way of example, any chargeable extra-curricular activities (such as trips and visits) in which you agree in advance your Child may participate will be supplemental to items met by the Fees and charged for accordingly. In addition, any charges arising in respect of any damage where your Child alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred. Additional charges incurred by the School in providing for the special educational needs of your Child may also be charged as supplemental to the fees where it is lawful to do so.

(c) (i) Who is responsible for ensuring payment. **The Parents jointly and severally agree to pay the Fees and any Supplemental Charges applicable to each Term directly to the School. This is because our contract applies to both of you together and each of you on your own.** Each of you remains liable to the School for payment of the Fees and any Supplemental Charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the Fees and/or any Supplemental Charges. *Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the Fees and Supplemental Charges owing to the School are paid. In practice what this means is that if Fees or Supplemental Charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.*

(ii) How can one person remove him/herself from their payment responsibility. **A person who has signed the Acceptance Form may only be released from liability under this Contract with the School if they have obtained an express release in writing from the Head and the other person who has signed the Acceptance Form. The relevant person may seek such a release by providing a Term's Written Notice to the Head to that effect.**

(iii) How bursary etc. awards are treated. If your Child has been awarded a scholarship/bursary, You will be responsible for paying the amount of Fees due after the value of any award has been deducted. The terms on which such awards are offered and accepted will be notified to You at the time of offer. **An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your Child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your Child, You shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your Child is withdrawn from the School, no Fees in lieu of Notice will be payable by You.

(d) How the Fees are charged and payment requirements. **Each Term's Fees are charged separately and, except where a separate agreement has been made between You and the School for the deferment of Fees, the Fees payable in respect of each Term are due and payable in cleared funds prior to the first day of that Term.** Each Term's Fees will be included in an invoice sent to You. If an item on the Fees invoice is under query, the balance of that Fees invoice must be paid. The Fees must be paid in full either by cheque or by direct bank transfer on or before the first day of the Term to which the invoice relates. The School does not accept the payment of School Fees by cash. **We may not allow your Child to attend the School if you do not pay on time. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.**

(e) Non-payment of fees: right to exclude. **We reserve the right to exclude your Child on three days' written notice if Fees are overdue for payment or if You fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Child is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Clause 5(a). Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. We may withhold any information, character references or property while Fees remain unpaid where it is lawful to do so.**

(f) Non-payment of supplemental charges: refusal to participate in the relevant activity. **We reserve the right to refuse to allow your Child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remain unpaid.**

(g) We can charge interest if you pay late. Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between You and the School, if You do not make any payment to the School by the due date for payment (see **Clause 4(d)** above) simple interest may be charged on the overdue amount. The rate of interest charged will be up to 2 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date of the unpaid amount until the date your payment is received. **You must pay the School the interest together with the overdue amount.**

(h) We can recover our costs for recovering late or non-payments. Unless We expressly agree otherwise in writing with You, You will be liable to pay all costs, fees, disbursements and charges we incur in recovering, or attempting to recover, any unpaid Fees or Supplemental Charges from you, including reasonable legal fees and costs, regardless of the value of the School's claim.

(i) We may inform other educational institutions of your outstanding payments. **You acknowledge that the School may make enquiries of your Child's previous schools for confirmation that all sums due and owing to the schools have been paid. You also acknowledge that the School may inform any other school or educational establishment to which your Child is to be transferred if any fees of this School are unpaid.**

(j) Our ability to increase the fees. **We will review the Fees during the course of your Child's education (usually annually) and may increase them. Notice of an increase in the Fees will be sent to you before the end of the penultimate Term before the increase is to take effect. This will allow You time to consider the increase and, if You wish to withdraw your Child from the School before the proposed increase is set to take effect, then You have sufficient time to provide the required Term's Written Notice of withdrawal to the School under Clause 5(a) below.**

(k) Fees and Supplemental Charges will not be reduced due to your Child's absence. Save where there is a legal liability, including liability under a court order or under the provisions of this Contract, to make a refund or reduction, Fees and any agreed Supplemental Charges will not normally be reduced or refunded as a result of:

- (i) the Child's absence due to illness; or
- (ii) a Term being shortened or a vacation extended; or
- (iii) the Child being released home before or after public examinations or otherwise before the normal end of a Term; or
- (iv) the School being closed temporarily due to adverse weather conditions; or
- (v) any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

(l) Payment of Fees by a third party. An agreement with a third party to pay the Fees or any other sum due to the School does not release You from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.

(m) Identity of Fees payer. From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

## 5. Withdrawing your Child from the School

(a) Notice to withdraw your child from the School. **If You wish to withdraw your Child from the School (other than at the normal leaving date which is at the completion of Year 8 for boys and Year 6 for girls) and terminate this Contract at any time after Entry, You shall either:**

(i) **provide at least one Term's Written Notice.** *This means that if, for example, you wish to withdraw your Child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your Child on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year); or*

(ii) **pay to the School one Term's Fees in lieu of Notice.**

(b) When the relevant Fees in lieu of Notice must be paid. In cases under **Clause 5(a)** above, the Fees in lieu of Notice will become payable by You to Us as a debt on the first day of the Term which would have been the Child's final Term at the School if a Term's Written Notice had been given.

(c) Notice to withdraw your Child from participating in an activity covered by a Supplemental Charge. If you wish to withdraw your Child from an extra-curricular activity (such as private music lessons, trips and visits) charged for as a Supplemental Charge, You shall either give a Term's Written Notice to that effect or pay to the School a Term's charges for the activity in which your Child has ceased to participate.

(d) Withdrawal part-way through a Term does not reduce the amount you owe to the School. **The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees or Supplemental Charges due, or to obtain a refund of Fees or Supplemental Charges, by withdrawing your Child from the School or from an activity part-way through a Term.**

## 6. School Rules

(a) Your Child must comply with the School Rules. It is a condition of remaining at the School that You and your Child comply with the School Rules. We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You promise to ensure that your Child will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will conform to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the School Rules).

(b) We may undertake drugs testing of your Child. **The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils. Any sample or test in these

circumstances will not form part of your Child's permanent medical record.

(c) Monitoring your Child's email communications, internet use, and use of social media. **The School reserves the right to monitor your child's email communication, internet use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **7. Suspension, exclusion and required removal**

(a) The Head's discretion to suspend or exclude your Child from the School. The Head may in his discretion suspend or, in serious or persistent cases, permanently exclude your Child from the School. Your Child may be permanently excluded from the School if it is proved on the balance of probabilities that he/she has committed a very grave breach of discipline or a serious criminal offence. Permanent exclusion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases.

(b) Where you can find examples of offences punishable by suspension or exclusion. The School Rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your Child's record at the School may be taken into account.

(c) The Head's discretion to require you to remove your child from the School. The Head may in his discretion require You to remove your Child from the School if, after consultation with You, the Head considers that:

(i) your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable; and/or adversely affects (or is likely to adversely affect) your Child's or members of the School staff or any other member of the School community; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this Contract;

(ii) your Child's attendance, conduct, behaviour or progress is unsatisfactory and, in the reasonable opinion of the Head, your Child is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or

(iii) your Child has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction.

The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Child and the Parents as well as those of the School.

(d) What happens if your Child is excluded or removed from the School. Should the Head exercise his right under either **Clause 7(a)** or **Clause 7(c)** above, You will not be entitled to any refund or remission of Fees or Supplemental Charges due (whether paid or payable). Also, where your Child is permanently excluded from the School, the School will retain the Deposit. If your Child is permanently excluded from the School, Fees in lieu of Notice will **not** be payable but, save for any contrary provisions in any other agreement made between You and the School, all arrears of Fees and any other sums due to the School will be payable. If You are required to remove your Child from



the School as a result of the Head exercising his or her discretion under **Clause 7(c)**, Fees in lieu of Notice will not be payable and any prepaid Fees and/or Supplemental charges for the period after the removal (including, if paid, the Deposit held by the School) will be refunded without interest less any sums owing to the School.

(e) Your right to have disciplinary matters or decisions reviewed. You are entitled to request a review by the Governors (**Governors' Review**) of a decision to permanently exclude or require the removal of your Child from the School but not a decision to suspend your Child unless the suspension is for 11 School days or more, or would prevent your Child taking a public examination. The Head will advise You of the Governors' Review procedure current at that time when he informs You of his decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

(f) A pupil's status pending review. If You request a Governors' Review, your Child will be suspended from School until the review procedure has been completed. While suspended, your Child shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

## **8. The School's obligations**

(a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your Child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.

(b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your Child remains a pupil of the School, We will exercise reasonable skill and care in respect of his or her education and welfare and will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School. **The School will do all that is reasonable to ensure that your Child remains in the care of the School during School hours but We do not accept any responsibility for the welfare of your Child if he/she leaves School premises in breach of the School Rules**

(c) Consent to participation in contact sports and similar activities. Unless You notify us to the contrary, You consent to your child participating, under supervision, in contact sports and in other sports and activities as part of the normal School programme or extra-curricular programme. You acknowledge that, while the School will provide appropriate supervision, the risk of physical injury cannot be eliminated.

(d) What happens if your child needs urgent medical attention. **You authorise the Head to consent on your behalf to your Child receiving emergency medical treatment where certified by an appropriately qualified person as necessary for your Child's welfare and if You or a second emergency contact cannot be contacted in time.**

(e) Our right to make changes at the School. Our prospectus describes the broad principles on which the School is presently run. However, from time to time the School, as any other, is likely to undergo changes. For example, there may be changes in the staff, the premises, facilities and their use; changes to the size and composition of classes, the curriculum or the manner of providing

education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)); or changes to the School rules and procedures and the disciplinary framework.

(f) *We will give you notice of significant changes.* We will endeavour to give You notice of any changes that we regard as significant to your Child's education, and the reasons for them prior to the end of the penultimate Term before the change is to take effect. This will allow You time to consider the proposed change and, if You wish to withdraw your Child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required Term's Written Notice of withdrawal under **Clause 5(a)** above.

(g) *Monitoring your child's progress at the School.* We shall monitor your Child's progress at the School and produce regular written reports. We shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need" and **We shall advise You if we have any concern about your Child's progress but the School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia or of other learning difficulties.** A formal assessment can be arranged either by You or by the School at your expense. **The School may terminate this Contract on reasonable notice and You may be asked to withdraw your Child without being charged Fees in lieu of Notice if, in the professional opinion of the Head, the School is unable to provide all or a significant proportion of the educational services to your Child.**

(h) *Religious observance.* Religious observance at the School shall be conducted in accordance with the School Rules.

## **9. The Parents' obligations**

(a) *We require your co-operation.* In order to fulfil our obligations under this Contract and to maintain a constructive and good faith relationship with You, We, the Head and all members of School staff need your co-operation, including the fulfilment of your obligations under this Contract.

(b) *Examples of the co-operation and assistance we require.* You shall co-operate and communicate with the School and School staff in good faith and, in particular, You shall:

(i) maintain a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this Contract);

(ii) encourage your Child in his/her studies and give appropriate support at home;

(iii) keep the School up-to-date and informed of any matters which affect or may affect your Child (including circumstances which arise at any time that affect or may affect your ability to pay the Fees and Supplemental Charges due for your Child);

(iv) ensure that all details or other information notified or otherwise disclosed to the School about You and/or your Child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

(v) cooperate with and assist the School as necessary to ensure that your Child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and

(vi) attend meetings and keep in touch with the School where your Child's interests so require.

(c) You must notify Us of any known medical condition, health problem or allergy affecting your Child. **You will be required complete and submit to the School a Medical Information and Consent Form in respect of your Child's health.** You must inform the School if your Child develops any known health problem, medical condition, disability or allergy, whether long-term or short-term, including any infections, or if your Child will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. The Head may at any time require a medical opinion or certificate as to your Child's general health where the Head considers it necessary as a matter of professional judgement in the interests of your Child and / or the School community.

(d) You must notify Us of history of a learning difficulty on the part of your Child or any member of his/her immediate family. **You will notify the Head when completing the School's Confidential Information Form and subsequently in writing if at any time You are aware or suspect that your Child has a learning difficulty, special educational need or any behavioural, emotional difficulty and / or social difficulty and You must provide the School with copies of all written reports and other relevant information.** Your Child's place will be cancelled, or, once your Child has started, You will be asked to withdraw your Child without further charge if, in the professional judgement of the Head and after consultation with You and your Child (where appropriate), the School is unable to provide adequately for your Child's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

(e) Circumstances where We may require You to keep your Child away from School. If the Head considers that your Child's presence at the School presents a risk to him/her or to any other pupil You agree to keep your Child at home temporarily. The Head may also require You to keep your Child at home pending the outcome of an investigation. Where it is considered appropriate in such circumstances, We will continue to provide educational services to your Child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(f) You must notify Us of any special arrangements needed for your Child. You must inform the School immediately of any court orders or situations of risk where special arrangements or safety precautions may be needed in relation to your Child, including in relation to their education or welfare. You may be excluded from School premises if, acting in a proper manner, the Head considers such exclusion to be in the best interests of your Child or any other member of the School community.

(g) You must notify Us of any family circumstances, court proceedings or court orders which might affect your Child's welfare or happiness, or that may impact upon the provision of education to your Child; and provide Us with copies of them. You must inform the School if, at any time prior to or during your Child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your Child's attendance at the School (including its premises) and/or the School's provision of education to your Child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your Child's living and/or contact arrangements; (ii) your Child's education, welfare and/or upbringing; and/or (iii) the payment of Fees and/or Supplemental Charges. In any such circumstances You shall (whether upon

request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

(h) We require You to nominate a 'second emergency contact' If only one person signs the Acceptance Form, You must provide contact details for a second person who You authorise the School to contact in an emergency.

(i) We are entitled to expect that parents have consulted with each other regarding decisions relating to your Child. You acknowledge that, prior to and during your Child's time at the School, the School will, unless there is clear evidence to the contrary, assume that You have consulted with each other so far as decisions regarding your Child are concerned and that any communication, instruction, authority, request or prohibition received from one of You has been given on behalf of both of You.

(j) We are entitled to require that Notices of withdrawal and cancellation are signed by both Parents. **A Notice of withdrawal of your Child or a Notice of cancellation of a place served under this contract (i.e. under Clauses 3 or 5) must be in writing and signed by both Parents or one of the Parents with the prior written consent of the other Parent; and, in either case, with the prior written consent of any other person with Parental Responsibility for your Child where appropriate. The School shall be entitled refuse such Notice unless and until all holders of Parental Responsibility for the Child have confirmed their consent.**

(k) You must notify Us of your Child's absence from School. The School must be informed in writing of any reason for your Child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(l) Parents must notify Us if they will be absent for a period of time. If, at any time during your Child's time at the School, both of You will not be in the United Kingdom at any time or will otherwise be absent from your main residential address overnight or for a period of longer than 24 hours, You must inform the School in writing and provide the name, address and contact details for 24 hour contact for the 'responsible adult' who will have care of your Child during the period of your absence.

(m) Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your Child you must inform the School as soon as practicable. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

## **10. Insurance**

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if You require cover for your Child or their property while at School or on the way to and from School or any School-sponsored activity away from School premises or if you require cover for the payment of Fees due to absence of your Child or closure of the School premises. Your Child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

## **11. How we may use personal information: references, confidentiality and data protection**

For the purposes of this clause:

**Data Protection Legislation:** means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

(a) We may provide a reference for your Child. We may supply information and a reference in respect of your Child to any educational institution, which you propose your Child may attend. Information supplied to You and others concerning the progress and character of your Child, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Any reference supplied by us shall be confidential.

(b) We will need to use information relating to your child for certain purposes connected with the running of the School. This may include names, contact details, school records, photographs and video recordings, obtained for the purposes of:

- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with You;
- (ii) promoting the School to prospective pupils/parents;
- (iii) publicising the School's activities; and
- (iv) communicating with the School community and the body of former pupils.

In respect of (ii), (iii) and (iv), this may include the use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

Please see the School's 'Privacy Notice' for more information about how the School uses photographs and videos of pupils. We may seek specific consent from You before using a photograph or video recording of your Child where We consider that the use is more privacy intrusive. Where your Child is of sufficient maturity (usually when aged 12 years or older) we may seek his/her specific prior consent in addition to or instead of your consent. We would not disclose the home address of a pupil alongside a photograph or video without the parents' consent.

(c) You are required to update Us of changes to information held, or in circumstances relating to, You and/or your Child. You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) You and/or your Child that is held by the School; and
- (ii) inform the School of any change to You or your Child's circumstances (including, where applicable, in connection with your Child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) You or your Child that has previously been notified to the School, including relevant contact details.

(d) We will send information (e.g. school reports) about your Child to both of You as a matter of course. You agree that those persons who have Parental Responsibility for your Child are entitled to receive certain information about your Child from the School (including school reports, correspondence and other materials relating to his/her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation including the Data Protection Legislation.

(e) Data Protection Legislation. The School will process personal data about you and your child in accordance with the Data Protection Legislation. We will process such personal data:

(i) as set out in this **Clause 11**, and in the School's 'Privacy Notice' a copy of which is enclosed with the letter of offer and which is available on the School's website as may be amended from time to time;

(ii) in order to comply with any court order request from or referral to an appropriate authority, or legal obligation, regulatory or good practice requirement; and

(iii) to perform our obligations under this Contract and where otherwise reasonably necessary for the School's purposes.

(f) Request for confidentiality. You may ask Us to keep information about your Child confidential. For example, You may ask Us to not use photographs of your Child in promotional material or ask Us to keep the fact that your Child is on the School roll confidential. If You would like information about the Child to be kept confidential, You must immediately contact the Head in writing, requesting an acknowledgment of their letter.

## **12. Intellectual property rights**

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## **13. Changes in ownership**

The circumstances in which we may assign this Contract to someone else. For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or the amalgamation of the School with another, We may freely assign the benefit and burden of this Contract to another person or organisation. We will notify You to let You know if we plan to do this and We will ensure that any such assignment will not affect your rights under this Contract.

## **14. Termination of this Contract**

(a) Our rights to end the Contract. The School may terminate this Contract:

(i) on one Term's notice in writing sent by ordinary post. The School will not terminate this Contract without good cause and full consultation with You and the Child (if of sufficient maturity and understanding). The Deposit will be refunded without interest, less any outstanding balance of Fees;

(ii) immediately if You (or either of You) make a serious misrepresentation of facts or circumstances to us or You (or either of You) withhold important information from Us, about You and/or your Child that is relevant to the provision of education by the School to your Child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that You and/or your Child is legally entitled to enter, reside and/or study in the United Kingdom when in fact You/your Child is not);

(iii) on reasonable notice if You do not comply with (i.e. you breach) your obligations under this Contract such that We have a legal right to end the Contract because of something you have done wrong;

(iv) on reasonable notice if, in the professional opinion of the Head, the School is not able to provide, or is compromised in providing, all or a significant proportion of the educational services to the Child as required under this Contract.

(b) Your rights to end the contract. In addition to the circumstances set out in **Clauses 3 and 5** above, You may terminate this Contract at any time by giving reasonable notice in writing to the School if:

(i) You have a legal right to end the Contract; or

(ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) When this Contract will end if not terminated early. For the avoidance of doubt, this Contract shall end at the end of your Child's schooling or, if later, following your payment of the final invoice

(d) Ending the Contract will not affect any accrued rights. The termination of this Contract will not affect any legal rights or obligations that may have arisen in respect of You or Us.

## **15. Events outside of our, or your, control**

(a) What we mean by an "Event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this **Clause 15** we shall refer to these as an "**Event**".

(b) What happens if a party is affected by an Event outside of its control. If an Event beyond our or your control arises which prevents or delays either party's performance of any of its obligations under this Contract, that party shall give the other notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the affected party has acted reasonably and prudently to prevent and/or minimise the effect of the Event, and subject to **Clause 15(c)**, it will not be responsible for not performing those of its obligations which are prevented or delayed by, and during the continuance of, the Event. To the extent reasonably practicable in the circumstances the affected party shall try during the continuance of the Event to continue to perform its obligations (for example, by providing appropriate educational services remotely).

(c) Circumstances in which We may refund Fees. If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, You shall not be required to pay the Fees due for the period affected, prorated proportionately. Accordingly, and as the case may be, if the Fees for the period of the Term affected:

- (i) have already been paid, then you will be refunded such proportion of the Fees; or
- (ii) have not been paid because the period of the Term affected includes the first day of the Term (and Fees only became due on the first day of the Term) then You shall not be required to pay such proportion of the Fees.

If **Clause 15(c)(ii)** above applies, then the balance of the Fees for the Term affected shall be paid by You to the School on the date when the School resumes performance of its obligations under this Contract.

(d) Events lasting more than 6 months. If either party is prevented from performing all of its obligations as a result of an Event for a continuous period of more than six (6) months, that party shall notify the other of the steps it plans to take to ensure performance of the Contract after such period and the other party shall then, following receipt of such notice, be entitled to end this Contract on reasonable written notice to affected party to terminate this Contract without giving a Term's Written Notice or paying a Term's Fees in lieu of Notice.

## **16. Communications between You and the School**

- (a) Notices must be in writing. When this Contract requires You or the School to give notice of something to the other then, unless We agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact You. Communications (including notices) will be sent by the School to You at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- (c) How to provide written notice to the School. Notices that You are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
  - (i) delivered by hand to the School;
  - (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;
  - (iii) sent by email addressed to the Head personally or the Bursar on the Head's behalf;or
  - (iv) otherwise sent to the School's address by first or second class post.

**In light of the importance under this Contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to send us under any of Clauses 3 and 5 of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.**



**17. The Law that applies to this Contract and where legal proceedings may be brought**

(a) The law that applies to this Contract. The Contract between You and the School, together with each matter relating to the provision of educational services by the School, is governed exclusively by English Law and either You or the School must bring legal proceedings in respect of this Contract in the English courts.

(b) Jurisdiction. The parties submit to the exclusive jurisdiction of the Courts of England and Wales.

(c) Rights in relation to the enforcement of this Contract. If we choose not to enforce any part of this Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this Contract. And, if We cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.

**18. Third Party Rights**

Only the School and You are parties to this contract. Neither the Child nor any third party is a party to this Contract and shall not have any rights to enforce any term of it.

**19. Changes to these terms and conditions**

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time to reflect changes in the law or in custom and practice at the School. The School will send You notice of any such modifications prior to the end of the penultimate Term before the modifications are to take effect.