



## Terms & Conditions

### 1 Introduction

- 1.1 **Terms & Conditions:** These Terms & Conditions reflect the custom and practice of independent schools for many generations and together with:
- 1.1.1 the letter of offer
  - 1.1.2 the Acceptance Form
  - 1.1.3 the Conditions of Award (if applicable)
  - 1.1.4 the Fees in Advance Terms and Conditions (if applicable)
  - 1.1.5 the Fees List
- they form the basis of a legally binding Contract between parents and the School for the provision of educational services. This Contract is intended to promote the education and welfare of Students and the stability, forward-planning, proper resourcing and development of the School. It is not intended that the terms of this contract will be enforceable by a student or by any other third party.
- 1.2 **Variations:** This Contract is subject to change from time to time to reflect changes in the law or in custom and practice at the School.
- 1.3 **Fees and Notice:** The rules concerning **Fees** and **Notice** are of particular importance and are set out in Section 4 and Section 9.
- 1.4 **Managing change:** The School, as any other school, is likely to undergo a number of changes during the time your child is enrolled at the **School**. Please see clause 11.2 for further details of the changes that may be made and the consultation and notice procedures that will apply.

### 2 Terminology

In this Contract, some words and phrases have particular meanings and, for certainty, they are defined. These definitions are set out below and when used in this Contract they shall have the meaning given to them here.

- 2.1 **A Term's Written Notice** means notice given before the first day of a Term and expiring at the end of that Term (with exception of progression to the Sixth Form, please see clause 9.1.4).
- 2.2 **A Month's Written Notice** means notice given before the first day of a Month and expiring at the end of that Month (applicable to Nursery Division only).
- 2.3 **Acceptance Deposit** means the deposit as set out in the Fees List for the relevant year payable on the acceptance of a place at the School in accordance with clause 3.2.
- 2.4 **Acceptance Form** means the form provided by the School for the Parents to complete when accepting a place for the Student at the School.
- 2.5 **Additional Deposit** means the Additional Deposit of one term's fees to secure a place offered to a student whose normal residence is not in the UK. Current fees for the academic year are set out in the Fees List and are payable in accordance with clause 3.3.
- 2.6 **Admission** means the acceptance of a place at the School as referred to in clause 3.1.
- 2.7 **Admissions Policy** means the School's policy detailing the entry requirements for the School as may be updated from time to time.
- 2.8 **Code of Conduct and Behaviour policies** means the set of policies of the School which outline our expectations concerning the conduct and behaviour of our students, parents, visitors and guardians, as may be amended from time to time.
- 2.9 **Conditions of Award** means the conditions attached to the award of any scholarship, bursary or other concession as supplied by the School to the Parents when making the offer of a place.
- 2.10 **Confidential Medical Questionnaire** means the form provided by the School to the Parents and which the Parents are required to complete and return to the School prior to Entry.
- 2.11 **Entry** means a student's entry into the School, being the date when a student attends the School for the first time under this Contract (and the terms **Enters** or **Enter** shall be construed accordingly).
- 2.12 **Extras** means items charged by the School to the Parents in addition to the Fees. Extras may include, but not be limited to, charges incurred in respect of:

- 2.12.1 fees for qualifying co-curricular activities
  - 2.12.2 meals
  - 2.12.3 fees for extra tuition
  - 2.12.4 public examination fees
  - 2.12.5 house charges, clothing and equipment
  - 2.12.6 non-return of issued books, equipment and iPads
  - 2.12.7 photographs or other items ordered by the Parents or the Student
  - 2.12.8 educational visits
  - 2.12.9 holiday camps
  - 2.12.10 damage where the Student alone, or with others, has caused deliberate loss or damage to School property or the property of any other person (fair wear and tear excluded)
  - 2.12.11 bank charges arising from default in Fees payment or late payment charges if incurred
- 2.13 **Fees** means amounts payable by the Parents to the School, which may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees and Extras.
- 2.14 **Fees in Advance (FIA) Terms & Conditions** means the supplemental Terms & Conditions relating to the School's Fees In Advance Scheme.
- 2.15 **Fees In Lieu Of Notice (FILON)** means Fees in full at the rate applicable for the next Term following Withdrawal and is not limited to the amount paid by Parents in the case of a scholarship, bursary or other award or concession. The School will apply the Acceptance Deposit (without any entitlement to repayment) as part payment of the FILON owed.
- 2.16 **Fees List** means the list setting out the School's Fees for the provision of educational services in respect of any given academic year and as provided by the School to the Parents.
- 2.17 **Governors or Governing Body** means the Governors of the School who are responsible for governance of the School.
- 2.18 **Governors' Appeal** has the meaning given to it in clause 8.20.
- 2.19 **Head of Division** means, unless stated otherwise in this Contract, the person to whom the Principal may delegate her duties and who is the head of a relevant division of the School (as set out in clauses 2.26).
- 2.20 **Month** means one full calendar month.
- 2.21 **Parents** means any person who has signed the Acceptance Form. Parents are legally responsible, jointly and severally, for complying with their obligations under this Contract. 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. Please also see clause 4.3.
- 2.22 **Parental Responsibility** means the bundle of rights, duties, powers and obligations that an adult may have in respect of a child. More than one person may have Parental Responsibility for a child at the same time and those who do have Parental Responsibility are responsible for the care of that child and for making decisions about its life. The person(s) with Parental Responsibility 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.
- 2.23 **Principal** means the Principal of the School as appointed by the Governors. The Principal is responsible for the overall running of the School.
- 2.24 **Registration Fee** means the fee payable by the Parents on registering an application for a place for the Student at the School.
- 2.25 **Registration Form** means the form provided by the School to be completed by the Parents wishing to make an application for a place at the School.
- 2.26 **School** means New Hall School Trust trading as New Hall School a company registered in England and Wales with registered company number 05472420 and registered charity number 1110286 and whose registered address is at New Hall School, The Avenue, Boreham, Chelmsford, Essex CM3 3HS. The School comprises the:
- 2.26.1 Nursery Division for students aged between one and four years old (co-educational)
  - 2.26.2 Pre-Prep Division for students aged between four and seven years old (co-educational)
  - 2.26.3 Preparatory Division for students aged between seven and eleven years old (co-educational)
  - 2.26.4 Middle Division for students in Years 7 and 8, aged between eleven and thirteen years old (single sex)
  - 2.26.5 Upper Division for students in Years 9-11, aged between thirteen and sixteen years old (single sex)
  - 2.26.6 Sixth Form for students in Years 12 and 13, aged between sixteen and nineteen (co-educational)
- 2.27 **Student** means the child named on the Acceptance Form. The age of the Student will be calculated in accordance with British custom and includes any student aged 18 or over.

2.28 **Term** means a term of the School as published on the School's website.

### 3 Admission and Entry to the School

3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission to the School when the School receives a Registration Form completed by the Parents together with payment of the non-returnable Registration Fee (as stated on the Registration Form). Admission will be subject to the availability of a place and the Student and the Parents satisfying the admission requirements at the relevant time (as detailed in the *Admissions Policy*). An offer of a place for a student at the School is accepted by the parents submitting the completed Acceptance Form and paying the Acceptance Deposit (see clause 3.2) by the deadline set out in our offer letter. Please note that if you do not accept the offer of a place by the deadline set out in our offer letter, the offer may be withdrawn. Each person with Parental Responsibility for the Student is required to sign the Acceptance Form.

The School is entitled to treat any instruction, authority, request or prohibition received from one Parent as having been given on behalf of all the Parents and therefore on behalf of all those with Parental Responsibility for the Student.

3.2 **Offer of a place and the payment of the Acceptance Deposit:** The Acceptance Deposit will be payable when the Parents accept the offer of a place. Other than where the Parents exercise their right to cancel in accordance with clause 9.6, the Acceptance Deposit is not refundable if the Student does not take up their place at the School. The Acceptance Deposit will be retained in the general funds of the School until the Student leaves and will be repaid without interest after the Student's last Term, after deduction of any amounts owed to the School unless stated otherwise in this Contract. Please also see clause 9.7 which explains what you need to do if you wish to withdraw your acceptance of a place **before** the Student joins the School.

Where an offer of a place for a child in the Nursery to enter the Pre-Prep Division is accepted, a further sum is payable equivalent to the difference between the deposit already paid and the deposit payable for the Pre-Prep Division to accept the place.

3.3 **Additional Deposit:** For reasons of administration, the School reserves the right to require payment by the Parents of the Additional Deposit in the case of a Student whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Student leaves and will be repaid without interest after the Student's last Term, after the deduction of any amounts owed to the School unless stated otherwise in this Contract. Please also see clause 9.7 which explains what you need to do if you wish to withdraw your acceptance of a place before the Student joins the School.

3.4 Where the Parent has ticked the donation box set out in the Acceptance Form, the School will apply the deposit (plus any accrued interest) on the Parent's behalf to the School's bursary fund. The Parent will be responsible for making the final payment of the Fees or other sums due to the School on the Student's leaving (unless otherwise stated in these terms and conditions). The Parent, who is a UK tax payer, agrees to complete a Gift Aid declaration form as requested by the School in order that the School may reclaim Gift Aid on the donation.

3.5 **Equality:** The School is a Catholic independent, boarding and day school for girls and boys aged from 1 to 19 years. The School is a Catholic community that welcomes students and staff with different beliefs, religions, backgrounds and cultures who support its ethos. At present, due to the Grade I listed building, the School's physical facilities for the disabled are limited but it will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with its legal responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, the School can cater for adequately.

3.6 **Immigration:** The School currently holds a licence to sponsor international students under "*Child Student Visa Route*". The Parents should inform the School when returning a completed Registration Form or at any other time if the Student requires sponsorship from the School in order to obtain a visa to study at the School. It is the Parents' responsibility at all times to ensure the Student has valid immigration permission to live and study in the United Kingdom. The Parents shall permit the School to take and retain copies of all documentation required for compliance with its sponsor duties, including the Student's passport, visa, and/or eVisa Share Code of the student, and where necessary, documentation relating to the Parents or nominated guardians. The School may terminate this agreement immediately where the Student does not hold valid immigration permission to live in the United Kingdom and to study at the School.

### 4 Fees

4.1 **Payment of Fees:** If more than one Parent has signed the Acceptance Form, then each Parent, both on their own and together with the others shall be liable to pay the Fees directly to the School. Fees are to be paid by direct debit in accordance with the direct debit instruction. For the Michaelmas Term, the invoice must be paid by 1 August. Fees

are then collected on the first day of every month. For overseas students, fees must be paid at least 10 days in advance of the first day of each term.

**4.2 VAT and applicable taxes:**

4.2.1 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are inclusive of VAT, in line with the Government guidance, and any other taxes, which will be added (where applicable).

4.2.2 You may be required to reimburse the School for any costs or expenses we incur on your, or on your child's, behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.

4.2.3 In some cases, the School may send you invoices for services provided to you by a third party where the School is acting as agent for that third party. Where this happens, the School will either provide details of these agency arrangements in our invoice or contact you separately to provide such information.

4.2.4 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

4.3 **Additional Charges:** Additional charges incurred by the School in providing for the special educational needs of the Student may be charged as supplemental to the Fees, but only in accordance with applicable law. The School has due regard for necessary compliance with applicable laws, such as the Equality Act 2010.

4.4 **Payment of Fees by a third-party:** A Parent may be removed from their payment responsibility under this Contract but that Parent **must** have obtained the prior written consent of **both** the School **and** the other Parent who has signed the Acceptance Form. Separately, the School may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this Contract, unless we agree otherwise in writing.

4.5 **Refund or waiver:** 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 will not be refunded, reduced or waived if:

4.5.1 the Student is absent through illness

4.5.2 a Term is shortened or a vacation extended

4.5.3 the Student is required to study from home because the School is providing education services remotely for whatever reason

4.5.4 the Student takes study leave at home before or during examinations, or stays at home following those examinations

4.5.5 the School is temporarily closed due to adverse weather conditions

4.5.6 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship

(See also Section 10 for information about events beyond the control of the parties.)

4.6 **Non-payment of Fees:** If payment of Fees is overdue by a period of four weeks, the School reserves the right to refuse to allow the Student, on three days' written notice, to attend School. The Student will remain temporarily excluded from School until the fee payment is received. If the Student is refused access to the School in this way for a period of 28 calendar days, the parent contract will be terminated and the Student deemed withdrawn without Notice and a Term's FILON will be payable in accordance with clause 9.10. A Student being removed from School in these circumstances is not a disciplinary matter and the right to a Governors' Appeal will not normally arise. The School may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.

4.7 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be up to 8% per annum over the base of the Bank of England accruing on a daily basis. This represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.

4.8 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.6.

4.9 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one Student may also be appropriated by the School to the unpaid account of any other child of the Parents.

4.10 **Instalment arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement(s) between Parents and the School.

Where there are inconsistencies between this Contract and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms of the instalment agreement or the invoice shall prevail.

- 4.11 **Fees in advance:** The School, acting in its absolute discretion, may enter into an arrangement with the Parents under which a lump sum advance payment of Fees is made by or on behalf of the Parents. Any such arrangement will be the subject of a separate agreement, provided by the School's Finance Department. Parents will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms & Conditions and the total Fees and other amounts due in respect of your child each term under this Contract. The School will provide a termly statement of account in respect of the School Fees, Specified Charges and other amounts due, and the difference will be payable in accordance with the terms of this Contract.
- 4.12 **Scholarships and Bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents treating the School and its staff reasonably. A bursary/scholarship or other award may be amended or withdrawn in accordance with the Conditions of Award. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the School's *Bursaries & Scholarships Policy* is **available** on the School's website.
- 4.13 **Fees increases:** Fees are reviewed annually and are subject to increase. Notice of an increase in the School Fees will be sent to you before the start of the penultimate Term before the increase is to take effect. For example, if the School Fees are to increase at the start of the Michaelmas Term, the School will notify you before the start of the preceding Trinity Term. This will allow you to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School. If Parents receive less than a Term's notice of a Fees increase, they may give the School written Notice of Withdrawal of the Student within 21 days and will not be liable to pay Fees In Lieu Of Notice and the Acceptance Deposit and Additional Deposit (if paid) will be refunded, without interest, less any sums owing to the School.
- 4.14 **Information about Fees:** The Parents consent to the School making enquiries of the Student's previous school/s for confirmation that all sums due and owing to such school/s have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Student is to be transferred if any Fees of this School are unpaid.
- 4.15 **Anti-money laundering and anti-bribery:** The School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as a passport and proof of address. The School will not accept payment of Fees in cash. The Parents will comply with the School's *Anti-Bribery and Corruption Policy*, a copy of which is available from the School on written request.

<b>5 Educational matters</b>
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- 5.1 **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for the Student and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that the Student will achieve their desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal, is most appropriate to the School community as a whole. The School shall endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's tutor or other appropriate member of staff as soon as possible, or contact the Principal in the case of a serious concern.
- 5.3 **Progress reports:** The School shall monitor the Student's progress and attainment. Any person who has parental responsibility for the Student is entitled to receive certain core information from the School about their progress and attainment. The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).
- 5.4 **Relationships & Sex education (RSE):** In accordance with School policies and procedures, the Student will receive health and life skills education appropriate to the Student's age in accordance with the curriculum. Parents are required to give formal notice in writing if they wish the Student to be withdrawn from the sex education elements of the RSE curriculum.
- 5.5 **Public examinations:** The Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of professional judgement, the Principal considers that

by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence (for example, because the Student has not worked or revised in accordance with advice or instruction from their tutors).

5.6 **Reports and references:** We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about them is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

5.7 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff is not, however, qualified to make a medical diagnosis of conditions. For further information and clarification on the arrangements for students with a special education need, please refer to the School's *Special Educational Needs & Disabilities Policy* which is available on our website.

5.8 **Information about learning difficulties:** The Parents shall notify the School in writing if they are aware or suspect that the Student has a learning difficulty. Parents must provide the School with all relevant information, prior to Entry. Copies of any specialist reports (e.g. speech and language or educational psychologist report) must be provided, as well as information relating to any access arrangements that may be required (e.g. due to a disability). After the Student joins the School, Parents are expected to provide the School with a copy of subsequent specialist reports within two weeks of the Parent receiving the report; this will enable the School to support the Student in the best way possible. The Parents will be asked to withdraw the Student, without being charged FILON if, in the professional judgement of the Principal and after consultation with the Parents and with the Student (where appropriate), the School is unable to provide adequately for the Student's special educational needs.

We will advise you if we have any serious concerns about your child's progress but we do **not** undertake to diagnose dyslexia, ADHD, or other conditions. A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional support required in connection with your child's special educational needs may incur an additional charge. No charge will be levied where additional teaching is a reasonable adjustment under the *Equality Act 2010*.

5.9 **Moving up the School:** The School is not obliged to permit entry to the next Division unless satisfied that it is appropriate to do so having regard to the student's academic attainments, behaviour and all other relevant circumstances, including meeting all financial obligations. The School is an academically selective school for ages 1-19 and there are expectations of good conduct and support of the Catholic ethos, which must also be met. Entry to the Pre-Prep Division, Preparatory Division, Middle Division, Upper Division and Sixth Form is subject to the entry criteria detailed in the *Admissions Policy*. Parents will be consulted, as per the timescales in the *Admissions Policy*, if there appears to be any reason why the Student may be refused a place in the next division of the School.

5.10 **School's intellectual property:** We will recognise any intellectual property rights created, generated or owned by or vested in your child.

5.11 **Student's work:** The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Student to the School retaining the Student's original work until, in the professional judgement of the Principal, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. The School will take reasonable care to preserve the Student's work undamaged but accepts no liability for loss or damage caused to a Student's original work by an event outside of our reasonable control.

5.12 **Educational visits:** A variety of educational visits will be provided for the Student. By signing the Acceptance Form the Parents' consent to the Student taking part in any educational visit. Educational visits which:

5.12.1 cost more than £50

5.12.2 require overseas travel

5.12.3 involve an overnight stay

5.12.4 occur during a weekend or School holiday

5.12.5 involve some element of high risk or adventure activity

will be subject to a separate agreement. The cost of such a visit will usually be payable in advance. The Student shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, airfares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the Fees invoice. The School reserves the right to prevent the Student from taking part in an educational visit while overdue Fees remain unpaid.

## 6 Pastoral care

- 6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances.
- 6.2 **Complaints:** Any complaint in respect of the School's provision of educational services or the performance of any of its obligations under this Contract must be made in accordance with the School's *Complaints Procedure*, a copy of which will be supplied on request. See also clause 8.22.
- 6.3 **Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with the Parents. If a conflict of interest arises between the Parents and the Student, the rights of and duties owed to the Student will in most cases take precedence over the rights of and duties owed to the Parents.
- 6.4 **Principal's authority:** The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Student's welfare. Please also refer to clause 7.4.
- 6.5 **Ethos:** The ethos of the School is to foster good relationships between students and between members of staff, students and parents. Bullying, harassment, victimisation and/or discrimination will not be tolerated. The School and its staff will act fairly and courteously in relation to the Student and the Parents, and we expect the same of the Student and the Parents in relation to the School, its Students and its staff.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Student:
- 6.6.1 as may accord with good practice
  - 6.6.2 as may be appropriate and proper for teaching and instruction
  - 6.6.3 for providing comfort to the Student in distress
  - 6.6.4 to maintain safety and good order
  - 6.6.5 in connection with the Student's health and welfare
- 6.7 **Participation in sport:** Unless the School is notified in writing to the contrary, the Parents consent to the Student participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. In the absence of negligence or other breach of duty by the School, the School shall have no liability whatsoever, for any harm a Student may suffer in participating in contact sports or other sports or physical activities.
- 6.8 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 6.8.1 any known medical condition, health problem or allergy affecting the Student
  - 6.8.2 any history of a learning difficulty on the part of the Student
  - 6.8.3 any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Student
  - 6.8.4 any family circumstances or court order which might affect the Student's welfare or happiness which would include any court order or undertaking given to a court which may deal with or impact upon in any way:
    - 6.8.4.1 the Student's living and/or contact arrangements
    - 6.8.4.2 the Student's education, welfare and/or upbringing
    - 6.8.4.3 the payment of Fees and/or supplemental charges
    - 6.8.4.4 the Parents' exercise of Parental Responsibility in respect of the Student
    - 6.8.4.5 any concerns about the Student's safety
    - 6.8.4.6 any change in the financial circumstances of the Parents in receipt of a bursary from the School
- 6.9 In respect of any information as referred to in clause 6.8.4, the Parents must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 6.10 **Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's use of:

- 6.10.1 email
- 6.10.2 the internet
- 6.10.3 mobile electronic devices

- 6.11 In respect of the School's monitoring of Students emails etc, please refer to the School's *Acceptable Use of Technology Procedure*, a copy of which is available on request.
- 6.12 **Special precautions:** The School needs to be aware of any matters that are relevant to the Student's safety and security. Parents must therefore notify the relevant Head of Division, in writing, immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or any other member of the School community.
- 6.13 **Leaving School premises:** The School will do all that is reasonable to ensure that the Student remains in the care of the School during School hours, but note that the School cannot legally prevent a Student aged 16 years or over from leaving the School premises during School hours. Save for death or personal injury caused by its negligence or breach of other statutory duty, the School cannot accept any responsibility for the welfare of the Student whilst off the School premises unless they are sponsored, taking part in a School activity or are otherwise under the supervision of a member of School staff.
- 6.14 **Residence during Term time:** The Student, except when boarding, is required during Term time and at weekends, optional long weekends (permitted periods of time away from School) and half term, to live with either, a Parent, a legal guardian or an Education Guardian (but please see 6.16 below). The Principal or the Head of Division/Director of Boarding (as applicable) must be notified in writing immediately if the Student will be residing during Term time under the care of someone other than the Parents or the Education Guardian.
- 6.15 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from all Parents. This requirement does not apply to contractual matters such as giving of Notice for the Cancellation of the place or the Withdrawal of the Student from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Section 9. Please refer to the School's *Change in Family Circumstances Policy*, a copy of which is available on request.
- 6.16 **Absence of the Parents:** When all the Parents will be absent from the Student's home overnight or for a 24-hour period or longer, the Parents are required to nominate a 'responsible adult' for the School to contact during your absence. This person will have delegated authority to make decisions relating to the child. The Principal/Head of Division must be notified, in writing, of the name, address and telephone number for 24-hour contact with the responsible adult who will have the care of the Student.
- 6.17 **Education Guardians:** Where the Parents are resident outside the United Kingdom, they must, prior to the Student's Entry, appoint an Education Guardian in the United Kingdom who is aged 25 or over, is a British citizen or has settled status. It is standard and mandatory practice for independent schools to require overseas parents to appoint Educational Guardians for their children while they study in the UK. This is in line with guidance from the Home Office UKVI and the Department for Education's National Minimum Standards for boarding schools. The Educational Guardian has authority to act on behalf of the Parents. The appointed Guardian must be available to the School as an emergency contact and must sign and comply with the School's *Educational Guardian Policy* (a copy of which is available upon request). The Parents are solely responsible for selecting a suitable guardian and must provide the School with up-to-date contact details upon appointment and notify the School of any changes. The Parents or Guardian must make holiday and travel arrangements in advance. Where required by immigration regulations, the Guardian must provide a *Letter of Undertaking* confirming care arrangements, accommodation details, and criminal record declarations.
- 6.18 **Responsible Adult:** In addition to the terms of clause 6.17, the School requires Parents to nominate a responsible adult for the School to contact when Parents are absent or otherwise cannot be contacted. The Parents must update the School as soon as they are able should they change who the nominated responsible adult is. The School will only contact the nominated responsible adult for the purposes of accounting for the whereabouts of the Student. For the avoidance of doubt, the nominated responsible adult shall have no ability to make any decisions, whatsoever, in respect of the Student.
- 6.19 **Photographs or images:** Parents must complete the *Use of Student Data Consent Form* in relation to the School obtaining and using photographs or images of the Student for:
- 6.19.1 use in the School's promotional material such as the prospectus, the website or social media
  - 6.19.2 press and media purposes
- 6.20 **Request for confidentiality:** The Parents may ask us to keep information about the Student confidential. For example, the Parents may ask the School to not use photographs of the Student in promotional material or to keep the fact that the Student is on the School roll confidential. If the Parents would like information about the Student

to be kept confidential, they must immediately contact the Principal or the Head of Division (as applicable) in writing, requesting an acknowledgment of their letter.

- 6.21 **Transport:** The Parents consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 6.22 **Student's personal property:** The Student is responsible for the security and safe use of all their personal property including money, mobile phones, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.
- 6.23 **Insurance:** The Parents are responsible for insurance of the Student's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 6.24 **School's liability:** In the absence of any negligence or other breach of duty by the School, the School shall have no liability:  
6.24.1 for any injury sustained by the Student or Parent  
6.24.2 for any theft, damage, destruction or loss of the property of a Student or Parent

## 7 Health and medical matters

- 7.1 **Medical declaration:** On Acceptance of a place at the School, the Parents must complete the Confidential Medical Questionnaire concerning the Student's health and must inform the Health & Wellbeing Centre in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease. The Parents must comply with the recommendations of the School Nurses, which may include a reasonable decision to release the Student home when they are unwell. If you withhold from the School or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in the School exercising the right to end this Contract under 9.17 below.
- 7.2 **Medical care:** If the Student is in full boarding, they must be registered with the School Medical Officer while a student at the School. If the Student is a flexible boarder, the Parents may register them with the School Medical Officer.
- 7.3 **Medical examination:** If the Student is in full boarding, they will have a routine medical examination with the School Medical Officer or School Nurse, usually during their first Term at the School. Arrangements can be made on request for the Parents to be present, but this is subject to the Student's consent if the Student is of sufficient maturity and understanding.
- 7.4 **Student's health:** The School may at any time require a medical opinion or certificate as to the Student's general health where it is considered necessary, as a matter of professional judgement in the interests of the Student and/or the School community. The Student, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the School community.
- 7.5 **Medical information:** Throughout the Student's time as a member of the School, the School shall have the right to disclose confidential information about the Student if it is considered to be in the Student's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.
- 7.6 **Emergency medical treatment:** The Parents authorise the School to consent on their behalf to the Student receiving emergency medical treatment including, unless they have specified in writing to the contrary, blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents cannot be contacted in time.

## 8 Behaviour and discipline

- 8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Principal. The Principal is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Student is at issue.
- 8.2 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents will do all they can to ensure that the Student will: take a full part in the activities of the School; attend each School day; be punctual; work hard; be well-behaved; and comply with the School *Code of Conduct* and *Behaviour Policy* (including the wearing of uniform and general appearance).

- 8.3 **School Codes of Conduct and Behaviour Policies:** The School's Codes of Conduct and the Behaviour Policies which apply are set out on the School website. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place.
- 8.4 **School discipline:** The Parents accept the authority of the Principal or the Head of Division (as applicable) and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the School community as a whole. The School's Codes of Conduct and Behaviour Policies which are current at the time and published on the School's website applies to all students when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 8.5 **Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media:** The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School's policies or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- 8.6 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned and their accommodation or belongings may be searched in appropriate circumstances. Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by the Parents, Educational Guardian or a teacher of the Student's choice.
- 8.7 **Procedural fairness:** Investigation of a complaint that could lead to Permanent Exclusion, Removal or Withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or Educational Guardian so that they can attend a meeting with the Principal or the Head of Division/Director of Boarding (as applicable) before a decision is taken in such a case. In the absence of the Parents or Educational Guardian, the Student will be assisted by an adult (usually a teacher) of their choice.
- 8.8 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Principal or the Head of Division (as applicable) has acquired during an investigation.
- 8.9 **Drugs and alcohol:** The Student may be given the opportunity to provide a biological sample under medical supervision as part of the School's random drugs testing programme or if involvement with drugs is suspected. The School may require the Student to provide a sample of breath to test for alcohol consumed in breach of School policies. A sample or test in these circumstances will not form part of the Student's permanent medical record.
- 8.10 **Sanctions:** The School's current policies on sanctions are available to the Parents on the School website. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or permanently excluded.
- 8.11 **Definitions of sanctions:** The definitions in this clause apply in this Contract.
- 8.11.1 **Permanent Exclusion:** means that the Student is required to leave the School permanently in circumstances as described in clause 8.13.
- 8.11.2 **Removal:** means the permanent removal of the Student from the School as described in clause 8.15 (and the term **Remove** shall be construed accordingly).
- 8.11.3 **Suspension:** means that the Student is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Appeal.
- 8.12 **Withdrawal:** has the meaning set out in clauses 9.13 and 9.13.
- 8.13 **Permanent Exclusion:** The Student may be excluded permanently from the School if it is proved on the balance of probabilities that the Student has committed a grave breach of discipline or serious misconduct. Please also refer to the *Codes of Conduct* and *Behaviour Policies*. Permanent Exclusion is reserved for the most serious breaches. The Principal or Head of Division shall act with procedural fairness in all such cases. The Principal's decision to exclude permanently shall be subject to a Governors' Appeal Meeting if requested by the Parents within seven days. The Parents will be given a copy of the Governors' Appeal procedure current at the time. The Student shall be suspended from the School pending the outcome of the Governors' Appeal. See clause 8.19 and clause 8.20.
- 8.14 **Fees following Permanent Exclusion:** If the Student is permanently excluded, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms but the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School. There will be no charge of Fees In Lieu Of Notice but, save for

any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

- 8.15 **Removal in other circumstances:** The Parents may be required to Remove the Student permanently from the School, or from boarding, if after consultation with the Parents, and if appropriate the Student, the Principal is of the opinion that by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School. In these circumstances, and at the sole discretion of the Principal, Withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the School. The Principal's decision to require the Removal of the Student shall be subject to a Governors' Appeal if requested by the Parents. The Parents will be given a copy of the review procedure current at the time. The Student shall be suspended from the School pending the outcome of the review ( See clause 8.19 and clause 8.20).
- 8.16 **Termination of this Contract due to breach of conduct:** There is an expectation that the Parents will behave courteously, reasonably and with respect shown to staff and students at the School. If the Parents engage in aggressive, abusive, dishonest or obscene behaviour or language towards staff, students or other members of the School's community, this may constitute a fundamental breach of this Contract. Vexatious complaints and/or defamatory statements, including online, may also be considered grounds for breach of Contract. The School will not tolerate abusive language or behaviour towards its staff and students, to whom it has a duty of care. Serious parent misconduct may result in a ban from the School site (or on communications with particular staff) and/or termination of this Contract by the Principal, with or without notice (in the case of notice, this would be one full Term). Regard will be given for the wellbeing and best interests of the Student in relation to the timing of the Student's departure and assistance with school transfer.
- 8.17 **Fees following Removal from the School:** If the Student is removed or withdrawn from the School in the circumstances described in clause 8.15, the provisions relating to Fees shall be as set out in clause 8.14, save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 8.18 **Leaving status:** The School reserves the right to record the leaving status of the Student on the Student's file immediately after Permanent Exclusion or Removal or Withdrawal.
- 8.19 **Governors' Appeal:** The Parents may request a review by Governors of a decision to Permanently Exclude or require the Removal of the Student from the School or from boarding (but not a decision to suspend the Student unless the Suspension is for 11 School days or more, or would prevent the Student from taking a public examination). The request shall be made as soon as possible and in any event within seven days of Parents being notified of the Principal's decision. The Parents will be entitled to know the names of the Governors who make up the appeal panel.
- 8.20 **Governors' Appeal procedure:** The Principal will advise the Parents of the procedure (current at that time) under which a Governors' Appeal shall be conducted by a panel of three Governors. If the Parents request a Governors' Appeal, the Student will be suspended from School until the review procedure has been completed. While suspended, the Student shall remain away from School and will have no right to enter School premises during that time without written permission from the Principal. A Governors' Appeal will be conducted under fair procedures in accordance with the requirements of natural justice.
- 8.21 **Complaints procedure:** A complaint about any matter of School policy or administration not involving a Permanent Exclusion or Removal of the Student must be made in accordance with the School's *Complaints Procedure*, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

<b>9 Provisions about Notice</b>
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- 9.1 In this section the following definitions apply:
- 9.1.1 **Term:** means the period between and including the first and last days of the relevant School term
- 9.1.2 **Notice:** means **written** notice given not later than the first day of the term **before** the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School; so, if you wish to withdraw your child such that they do not return for the Michaelmas Term, you need to tell us in writing about the withdrawal on or before the first day of the Trinity Term immediately before. A notice of withdrawal of a student, served under this Contract, must be in writing and signed by each person with Parental Responsibility (and the School shall be entitled not to accept such notice unless and until all holders of Parental Responsibility have signed such notice). Written Notice will be binding. The exception to this is where the child is at School in the Nursery on a full year basis, which is invoiced and paid monthly. In this case, one month's notice is required.

- 9.1.3 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Student Enters the School or where the Student does not Enter the School
- 9.1.4 **Withdrawal:** means the withdrawal of the Student from the School by the Parents or the Student with or without Notice required under this Contract at any time after the Student has entered the School (and the term **Withdrawn** shall be construed accordingly). Please see clause 3.1 for details of when Entry to the School occurs. See also clause 4.6, clause 9.9 and clause 9.11.
- 9.2 Where a Student is being withdrawn from School, Parents must notify the School of the Student's destination school, in writing. In line with *The School Attendance (Pupil Registration) (England) Regulations 2024*, the School is required to notify the local authority once the Student has left the School roll.
- 9.3 Notice must be given if:
- 9.3.1 the Parents wish to cancel the place after acceptance
- 9.3.2 the Parents wish to withdraw the Student who has entered the School, including if the parents do not wish to progress from the Preparatory to the Senior Divisions
- 9.3.3 the Parents or the Student wish(es) to transfer from boarding to day status or from full boarding to weekly boarding status (please see clause 9.13).
- 9.4 **Progression to the Sixth Form:** In respect of progression to the Sixth Form only, Notice must be given by 28 February in Year 11 if the Parents do not wish the Student to progress to the Sixth Form or a Term's FILON will be payable. Notice must be addressed to and received by the Principal or the Head of Division. The Parents should contact the School if no acknowledgement of the Notice is received from the School within 14 days of the date of Notice. It is expected that the Parents will consult with the Principal or the Head of Division before giving Notice to withdraw the Student.
- 9.5 **Fees In Lieu Of Notice (FILON):** In circumstances where the Parents have **not** given a Term/Month's (for Nursery) Written Notice, Fees In Lieu Of Notice are payable. One Term's FILON represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 9.6 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication, the Parents may cancel this Contract at any time within 14 days of the date they accept a place at the School in accordance with clause 3.2. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this Contract.
- 9.7 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is Fees for between one and five years. Nonetheless, save where clause 9.3 or 9.8 applies, the School agrees to limit the liability of the Parents as follows:
- 9.7.1 if less than a Term/Month's Written Notice of Cancellation has been given and the School place cannot be filled immediately and without loss to the School, one Term/Month's Fees at the rate payable for the Term/Month of Entry, less the Acceptance Deposit, payable as a debt immediately; the School reserves the right to offset the Additional Deposit, if paid, against the Term/Month's Fees
- 9.7.2 if a Term/Month's Written Notice has been given or the School place can be filled without loss to the School, the Acceptance Deposit
- 9.7.3 cases of serious illness or genuine hardship may receive special consideration on written request
- 9.8 **Cancelling a place offered in the Term before Entry:** Save where clause 9.6 applies, if the offer of a place is made in the Term immediately prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the Acceptance Form. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation, they will incur a liability to pay one Term/Month's Fees at the rate payable for the Term/Month of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 9.9 **Withdrawal by the Parents:** With the exception of the circumstances noted in clause 9.4, if the Student is withdrawn on less than a Term/month's written notice, as set out in clause 4.6, FILON less the Acceptance Deposit will be due and payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 9.10 If the student is excluded from School for more than 28 calendar days for nonpayment of fees, as set out in clause 4.6, this agreement will be terminated. The Acceptance Deposit will be retained. In this instance, FILON will not be charged for the forthcoming term if a bursary hardship application is completed and granted.
- 9.11 **Withdrawal by the Student:** The Student's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by Parents and clause 9.9 shall apply.
- 9.12 **Prior consultation:** Parents, or a duly authorised Educational Guardian, are to consult personally with the Principal or with the relevant Head of Division before notice of withdrawal is given by the Parents.

- 9.13 **Change of boarding to day status:** Changes to boarding status are subject to the availability of places. The Parents must first obtain prior written consent to change if the Parents or the Student wishes to change the Student's boarding status. At the discretion of the Principal, where the offer of a place is as a boarding student, the School has the right to postpone or refuse a transfer request, and the Principal will consider the best interests of the Student and the School in reaching the decision. Once permission has been received, the Parents must give half a term's written notice for 1-3 nights of flexible boarding, or one Term's Written Notice for 4-6 nights or full boarding, of the change. If a term's written notice is not received, the difference between the rate applicable for the current type of place and the new type of place for the next Term will be payable unless the place is filled immediately and without loss to the School.
- 9.14 **Discontinuing extra tuition:** A term's written notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu of the tuition being received.
- 9.15 **Termination by the School:** The School may terminate this Contract on one term's written notice (save for where the Student is in the Nursery Division where only one month's written notice shall be required) sent by email or via post. The School will not terminate this Contract without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees.
- 9.16 **Termination by the School for parental misconduct:** Without prejudice to the provisions of clause 8.13, 8.15 and 9.17, the School may terminate this Contract immediately on notice if the Principal is of the opinion (acting reasonably, but in their absolute discretion) that the Parents (or any Educational Guardian appointed by them) have:
- 9.16.1 breached the Code of Conduct for Parents, Guardians and Visitors
  - 9.16.2 acted in an abusive or harassing manner in respect of any of the School's staff
  - 9.16.3 not sufficiently cooperated with the School to enable the School to carry out its obligations under this Contract
  - 9.16.4 made a serious misrepresentation of facts or circumstances to us
  - 9.16.5 withheld important information from the School about themselves and/or their child that is relevant to the provision of education by the School to their child, including misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that:
    - 9.16.5.1 they and/or their child is legally entitled to enter, reside and/or study in the United Kingdom when in fact they/their child is not; or
    - 9.16.5.2 any information about their child's health, medical condition, special educational needs, disability or allergies; or
    - 9.16.5.3 acted in a way which appears to condone the abuse of any drug by a Student.
- 9.17 **No right to Governors' Appeal for termination pursuant to clause 9.16:** The Parents shall have no right to a Governors' Appeal if this Contract is terminated pursuant to clause 9.16.
- 9.18 **Fees following termination due to Parent misconduct:** If this Contract is terminated pursuant to clause 9.16, there will be no refund of the Acceptance Deposit or the Fees for past Terms, or the Fees for the half term in which the termination occurs, but the Additional Deposit (if paid) and any other Fees paid in advance will be refunded without any interest less any sums owing to the School. In this instance, FILON will be charged for the forthcoming term unless a completed bursary hardship application is completed and granted.

<b>10</b>	<b>Events beyond the control of the parties</b>
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- 10.1 **Force Majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 **Notification:** If a Force Majeure event arises which prevents or delays the School's performance of any of its obligations under this contract, the School will give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing Education Services remotely, if appropriate), the School will not be responsible for performing those obligations which are prevented or delayed by the event. If the School is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than six (6) months, then either party may terminate this contract by providing at least three working days' notice in writing.

- 10.3 **Data protection:** The School will process personal data about you and your child in accordance with data protection law, including the *UK General Data Protection Regulation* and the *Data Protection Act 2018* (each as amended or superseded) and other related legislation. The School will process such personal data:
- 10.3.1 as set out in this Clause 11, and in the School's *Privacy Notice*, which is available on the School's website, as may be amended from time to time
  - 10.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement. For example, by providing information relating to your child's absence from School to the Local Authority
  - 10.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes
  - 10.3.4 to comply with our responsibilities as a licensed Child Student and/or Student Sponsor for immigration purposes. For example, by providing information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.
- 10.4 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this Contract. For example, there may be changes in the staff, in the premises, facilities and their use, in the curriculum and the size and composition of classes, in the Codes of Conduct and Behaviour Policies and procedures, the disciplinary framework, and the length of School day and School Terms.
- In addition, The School may need to make changes relating to its constitution (including the legal entity that owns and runs the School). The School will notify the Parents if it plans to do this and will use its reasonable endeavours to ensure that the transfer will not affect the Parents' rights under this Contract. Provided any proposed transfer will not affect the Parents' rights under this Contract, the School may transfer its rights and obligations under this Contract in connection with any such transfer and/or amalgamation. However, should the transfer affect the Parents' rights under this Contract, the provisions of clause 10.5 shall apply.
- 10.5 **Consultation:** It is not practicable to consult with the Parents and the Student over every change that may take place. However, where the proposed change will have a material effect on the educational services the School provides, the School shall use its reasonable endeavours to:
- 10.5.1 consult the Parents on the proposed change
  - 10.5.2 give at least one Term's written notice of the proposed change
- 10.6 Where the School gives a Term's written notice of any proposed change in accordance with clause 10.5, Parents who do not agree with the change may give a Term's Written Notice to end this Contract in accordance with clause 9.3.2.
- 10.7 Where the School fails to give a Term's written notice of any proposed change, Parents who do not agree to the proposed change may end this Contract at any time on giving written notice to the School. In such circumstances Parents shall have no liability to the School and shall be refunded all sums paid in advance to the School in respect of educational services not provided by the School.
- 10.8 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in this Contract. Nothing in this Contract will reduce your statutory rights relating to the provision of educational services. For further information about your statutory rights, you should contact your local *Citizens Advice Bureau* or otherwise seek appropriate professional advice.
- 10.9 **Information for Parents:** We provide parents of prospective students with information about the School and the educational services we deliver in good faith. This information may be contained in the School's prospectus, website, promotional literature, or in statements made by staff or students during a visit or an Open Day. Whilst the School makes every effort to ensure that the information provided is accurate, it is for illustrative purposes only.
- 10.10 **Third party rights:** Only the School and the Parents are parties to this Contract. Neither the Student nor any third party is a party to this Contract and shall not have any rights to enforce any term of it.
- 10.11 **Interpretation:** We reserve the right to change or add to this Contract from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. This Contract supersedes any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of this Contract. Parents will be notified of substantial changes to this Contract.
- 10.12 **The law that applies to this Contract:** This Contract is governed by English Law, and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland, you can bring legal proceedings in respect of it either in the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of it in either the Northern Irish or the English courts.

10.13 **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. If we cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.