TERMS AND CONDITIONS

1. Introduction

1.1 These Terms and Conditions reflect the custom and practice of independent Schools for many generations. Together with the letter of offer, the Conditions of Award (if applicable) and the Acceptance Form, they form the basis of a legally binding contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the School. These Terms along with the documents detailed above set out how we will provide our services along with your rights and obligations. Please read them carefully prior to submitting your Acceptance Form.

1.2 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out below.

1.3 **Managing Change:** This School, as any other, is likely to undergo some changes during the time your child is a pupil here. Details of the changes that may be made and the consultation and notice procedures that will apply are set out in this document.

Variations: these terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

1.4 **Documents referred to:** Before accepting the offer of a place, parents and pupils have the opportunity to receive a copy of the School Rules and the note of tuition and club fees for the current academic year. These can be requested from the School. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

2. Terminology

2.1 "**The School**"/"**We**"**/"Us"** means St. Helen's College Ltd trading as St. Helen's College now or in the future constituted (and any successor). The School is a company limited by shares.

2.2 "**The Proprietor"** means St. Helen's College Ltd.

2.3 **"School Board/"Board"** means the board comprising the Head, Governors and Advisors appointed by the Proprietor from time to time to assist with the governance of the School. The Proprietor and any of the School Board, including but not limited to employees of Forfar Education Ltd may from time to time sit as members of complaints and review panels.

2.4 "**The Head**" means the Head of the School as appointed by the Proprietor. The Head is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head have been delegated.

2.5 "**The Parents**"/"**You**" means any 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, stepparent without Parental Responsibility or third-party credit provider) will be subject to a separate agreement between the School, the Parents and the third party.

2.6 **"Parental Responsibility"** Those who have "parental responsibility" (i.e., legal responsibility for the child) are entitled to receive relevant information concerning the child whether 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 interests and welfare and best interests of the child.

2.7 "**The Pupil**" is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

3. Admission and Entry to the School

3.1 **Registration and Admission:** 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 paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the relevant time. "**Admission**" occurs when Parents accept the offer of a place by signing and returning the Acceptance Form. "**Entry**" occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

3.2 **Equality:** The School is a preparatory day school for boys and girls aged from 2 - 11 years. The school welcomes and encourages staff, parents and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our facilities for the disabled are limited but we 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 our legal and moral responsibilities under

3.3 equality legislation to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

3.4 **Offer of a Place and Deposit:** A deposit ("Acceptance Deposit") as shown on the fees list for the relevant year will be payable when Parents accept the offer of a place. Unless otherwise stated the Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of credit without interest to the final payment of Fees or other sums due to the School on leaving or unless the parent wishes to donate the deposit in order to support existing bursaries and alumni initiatives.

3.5 **Immigration**: The School does not hold a license to sponsor international students under Tier 4 of the points-based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School and shall provide the School with such evidence of permission to live in the United Kingdom as the School shall request.

4. Pastoral Care

4.1 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the School community.

4.2 **Our Commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

4.3 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure will be supplied on request and is available for all parents on our school website.

4.4 **Pupil's rights:** The Pupil, 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,

4.5 usually, the right to have contact with his or her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence

over the rights of, and duties owed to, the Parents.

4.6 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.

4.7 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated.

4.8 The School and its staff will act fairly in relation to the pupils and parents and we expect the same of pupils and parents in relation to the School and its staff.

4.9 **Physical Contact:** The Parents' consent to such physical contact with the Pupil as may accord with good practice or as may be appropriate and proper for teaching and instruction, or for providing comfort to a pupil in distress, or to maintain safety and good order, or in connection with the Pupil's health and welfare. The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

4.10 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the pupil; any history of a learning difficulty on the part of the Pupil; any disability, special educational needs or any behavioural, emotional difficulty and/or social difficulty on behalf of the Pupil; any family circumstances or court order which might affect the Pupil's welfare or happiness; any concerns about the Pupil's safety; any significant change in the financial circumstances of the Parents and if it is intended that the Pupil is to be cared for and accommodated by someone who is not a close relative for 28 days or more.

4.11 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's right to confidentiality, and to impart confidential information on a "*need-to-know*" basis where necessary to safeguard or promote a pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the pupil may have.

4.12 **Monitoring:** The School reserves the right to monitor the pupil's use of email communications, internet use and mobile electronic devices. See also the School's policy on acceptable use of IT and email.

4.13 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

4.14 **Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the Care of the School during School hours, but we cannot accept responsibility for the Pupil if he or she leaves the School premises in breach of School Rules.

4.15 **Residence during Term Time:** The Pupil is required during Term time to live with the Parents or a legal guardian or with an education guardian acceptable to the School.

4.16 The Head must be notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents or his or her education guardian.

4.17 **Communication 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 both Parents. This requirement does not apply to the giving of

4.18 **Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School**. Those

persons who are required to consent to or to give Notice of Cancellation or Withdrawal are the individuals with whom the school has contracted and who have signed the Acceptance form confirming the child's place.

4.19 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

4.20 **Education Guardians:** The Parents, if resident outside the United Kingdom, must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when he or she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.

4.21 **Photographs or images (including video recordings):** By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent, as far as is required under data protection law, to the School obtaining and using photographs or images (including video recordings) of the Pupil for use in the School's promotional materials (such as the prospectus, website and social media); press and media purposes; and educational purposes as part of the curriculum or extracurricular activities. The School may seek specific consent from the Parents before using a photograph or video recording where the School considers that the use is more privacy intrusive. We would not disclose the home address of the Pupil without the Parents' consent.

4.22 **Request for Confidentiality:** The Parents may ask us to keep information about the Pupil confidential. For example, you may ask us to not use photographs of the Pupil in promotional material or ask us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.

4.23 **Transport:** The Parents' consent to the Pupil travelling by any form of public transport and/or in an appropriately equipped motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

4.24 **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all his or her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.

4.25 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

4.26 **School's Liability**: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

4.27 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This included liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or fraud or fraudulent misrepresentation.

5. Health and Medical Matters

5.1 **Medical Declaration:** The Parents will be asked to complete a confidential form of medical declaration concerning the Pupil's health and must inform the Head in writing if the Pupil 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 infectious diseases.

5.2 **Medical Care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his or her education guardian when he or she is unwell.

5.3 **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the child and/or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interest or where necessary for the protection of other members of the School community.

5.4 **Emergency Medical Treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

6. Educational Matters

6.1 **Our Commitment:** 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 each pupil 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 Pupil but cannot guarantee that the Pupil will achieve his or her desired examination results or that results will be sufficient to gain entry to other educational establishments.

6.2 **Organisation:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on class sizes and the operation of the classroom may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's teacher as soon as possible or contact the Head in the case of a serious concern.

6.3 **Progress Reports:** The School will monitor the Pupil's progress and report to Parents by means of written reports and formal and informal meetings with Parents.

6.4 **Health and Life Skills:** The Pupil will receive health and life skills education appropriate to his or her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

6.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for any examination, test or assessment if, in the exercise of his / her professional judgement, the Head considers that by doing so the Pupil's welfare or prospects in other examinations would be impaired, and / or if the Pupil has not prepared for the examination with sufficient diligence.

6.6 **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examinations and secondary education, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

6.7 **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff

are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

6.8 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment can be arranged by the School (at the Parents' expense) or by the Parents themselves.

42. **Information about Learning Difficulties:** The Parents must notify the Head when completing the confidential information form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for a pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching, if so required and agreed. Parents will not be charged for reasonable adjustments made to accommodate any disabilities the Pupil may have. The School reserves the right to charge for the provision of additional teaching.

6.9 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant academic criteria at the time he or she will progress through the School. Parents will be consulted during the Spring Term if there appears to be any reason why the pupil may be refused a place at the next stage of the School. The Parents must give a Term's Notice in writing (i.e. before the last day of the Spring Term) in accordance with the provisions about Notice if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.

6.10 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

6.11 **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer-generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.

6.12 **Educational Visits:** A variety of educational visits will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents' consent to the Pupil taking part in any educational visit. The cost of some educational visits will be charged as an extra and added to the bill. Educational visits which cost more than £100, or require overseas travel, or involve an overnight stay, or occur during a weekend or School vacation, or involve some element of high risk or adventure activity will be subject to a separate agreement and the cost of the visit will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill. This would not include the costs of any reasonable adjustments for disability; such costs would be met by the school. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

7. Behaviour and Discipline

7.1 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Proprietor to the Head. The Head 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 Pupil is at issue.

7.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil 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 comply with the School Rules, including rules about the wearing of uniform and general appearance.

7.3 **School Rules:** The School Rules which apply are available in the Parent Handbook. Parents are politely requested to read these documents carefully with the pupil before they accept the offer of a place. The School Rules may be updated from time to time and once such amendments/updates have been published on the website then such revised version shall constitute the School Rules.

7.4 **School Discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's Behaviour policy which is current at the time applies to all pupils 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.

7.5 **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his or her belongings may be searched in appropriate circumstances.

All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted during such questioning by a Parent, education guardian or a teacher of the Pupil's choice.

7.6 **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil 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 education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a Parent, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

7.7 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

7.8 **Discipline Policies**: The School's current policies on discipline are available to the Parents on request before they accept the offer of a place. These 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 expelled.

7.9 **Drugs and alcohol**: The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

7.10 **Terminology:** In these Terms and Conditions "***Suspension***" means that a pupil is sent or released

home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or a Governor's Review. "***Withdrawal***" has the meaning set out in clause **"Withdrawal"** below. "***Expulsion***" and "***Removal***" mean that the Pupil has been required to leave ("***asked to leave***") the School permanently in the circumstances described below. "***Exclusion***" means that the Pupil may not return to School until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.

7.11 **Expulsion:** A pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence or conduct which would amount to a serious criminal offence notwithstanding the Pupil's age. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Head's decision shall be subject to a Review if requested by a Parent. The Pupil shall be suspended from School pending the outcome of the Review (see clause **"Review Procedure"** below).

7.12 **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. There will be no charge to 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 sum due to the School will be payable, including but not limited to legal and administrative expenses in relation to the expulsion.

7.13 **Removal in other Circumstances:** Parents may be required to remove the Pupil permanently from the School, if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that: by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a Parent has treated the School or members of its staff or the School community unreasonably or if a Parent has deliberately sought to damage the reputation of the school without reasonable grounds to do so and or without having followed the complaints procedure. In these circumstances, the Parents may be permitted (in the Head's absolute discretion) to Withdraw the Pupil as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. (See clause **"Review Procedure"** below).

7.14 **Fees Following Removal:** If the Pupil is Removed or Withdrawn in the circumstances described above, the rules relating to Fees and Acceptance Deposit shall be the same as for Expulsion save that the Acceptance Deposit will be refunded in full without interest less any sums owing to the School.

7.15 **Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion, Removal or Withdrawal.

7.16 **Review:** Parents may ask for a Review of a decision to Expel or require the Removal of a Pupil from the School (but not a decision to Suspend a Pupil unless the Suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The request must be made as soon as possible and in any event within 24 hours of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the individuals who make up the Review Panel and may ask for the appointment of an independent panel member (the cost of such independent panel member to be borne by the Parent) nominated by the School and approved by the Parent (approval not to be unreasonably withheld and to be given within 24 hours).

7.17 **Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which a Review will be conducted by a panel of up to three members (including an independent member if requested). If the Parents request a Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from

School and will have no right to enter School Premises during that time without written permission from the Head. A Review will be conducted under fair procedures in accordance with the requirements of natural justice.

55. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving an Expulsion or Removal must be made in accordance with the School's complaints policy, a copy of which is available on request. It is also available for parents to view on the School Website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

8. Provisions about Notice

8.1 "**Term**": means the period between and including the last day of one school Term and last day of the next school term.

8.2 **"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 any other person with Parental Responsibility, before the last day of the preceding Term addressed to and received by the Head personally or signed for by the Head's secretary on the Head's behalf. It is expected that parents will consult with the Head before giving notice to withdraw a pupil. The Parents should contact the School if no acknowledgment of the Notice is received from the School within seven days of the date of the Notice.

8.3 **"A Term's Written Notice":** means Notice given by the last day of the Term preceding the last Term. For the avoidance of doubt – as an example, if a Parent wishes to provide a Term's Written Notice to withdraw their Pupil after the Autumn Term (that Term starting in September) then they must provide notice by the last day of the Summer Term (that term starting in April) in order to allow a full Term's notice.

8.4 **Written Notice**. A Term's Written Notice must be given if the Parents wish to cancel the place after acceptance, or if the Parents wish to Withdraw the Pupil who has entered the School. Provisional notice is not accepted.

8.5 **Fees in lieu of notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice has the meaning, one full terms fees and the rate appropriate had the pupil remained in school. Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in the 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, financial planning and other resources.

8.6 **"Cancellation":** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School.

8.7 **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 Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance Form. In such circumstances the Acceptance Deposit will be refunded together with the Fees paid pro- rated if the School has provided any educational services under this agreement.

8.8 **Cancelling Acceptance:** The cancellation of a place which has been accepted 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 seven years. Nonetheless, the School agrees to limit the liability of the Parents to: (a) the Acceptance Deposit if at least a Term's Written Notice has been given; or (b) the Acceptance Deposit and the amount of the difference between the Acceptance Deposit and the Fees for the Term of Entry (not limited to the parental

contribution in the case of a scholarship, exhibition, bursary or other award or concession) payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of Cancellation has been given. In all cases of cancellation, where sufficient notice is given, the School shall in any case retain the Acceptance deposit.

8.9 **Cancelling Acceptance of a Reception place:** In the case of pupils joining at the start of Reception, written notice must be given by the end of February half term of the year that they will be starting in Reception. If notice is received after this point it will be considered late notice and one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School.

8.10 Cases of serious illness or genuine hardship may receive special consideration on written request to the Head.

8.11 **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 the Parents may cancel their acceptance in writing at any time up to 10 days from the date of the Acceptance Form. If the 14 days distance contracting clause applies the 10-day period shall start when the 14-day cancellation period expires. 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 the School shall retain the Acceptance Deposit and the Parents will also incur a liability to pay the difference between the Acceptance Deposit and Fees for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession) payable as a debt immediately.

8.12 **Withdrawal**: means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School.

8.13 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or is excluded for more than 14 days for non-payment of Fees as set out in the clause below titled *Exclusion for Non-payment*, The Parents shall become liable to pay Fees in lieu of Notice comprising the Acceptance Deposit (retained by the School) and the difference between the Acceptance Deposit and Fees for the next Term following Withdrawal (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession) payable as a debt immediately unless the place is filled immediately and without loss to the School.

8.14 **Withdrawal by the Pupil:** The Pupil's decision to withdrawn from the School shall, for these purposes, be treated as a Withdrawal by the Parents.

8.15 **Prior Consultation:** It is expected that a Parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before Notice of Withdrawal is given, in a timely manner that allows the School to plan appropriately, if possible.

8.16 **Discontinuing Extras:** 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 as a debt.

8.17 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

9. Fees

9.1 **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Deposit,

tuition fees, fees for extra tuition, other extras such as clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil 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.

9.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable no later than five days before the commencement of the School Term to which they relate. If an item on the bill is under query, the balance of that Fees invoice must be paid in accordance with this clause.

9.3 **Refund/Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction, Fees will not be refunded, reduced or waived if the Pupil is absent through illness, or the Term is shortened or a vacation extended, or otherwise before the normal end of a Term, or the School is temporarily closed due to adverse weather conditions, or for any other reason other than exceptionally and at the sole discretion of the Governing Body in a case of genuine hardship.

9.4 **Exclusion for Non-Payment:** The School reserves the right to exclude the Pupil on 3 days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 14 days, he or she will be deemed Withdrawn without Notice and a Term's Fees in lieu of Notice will be payable. Exclusion on these grounds is not a disciplinary matter and the right to a Review will not normally arise. The School may withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the pupil.

9.5 **Late Payment:** For all late payments, other than where the Parents have received confirmation in writing from the Head as a result of an agreement reached on payment, a late payment administration fee will be applied of £250. Also, 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 Fees which are unpaid. The rate of interest will be 3% above base rate charged weekly. 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. If any payment plan is agreed and subsequently breached by the payer then a late payment administration fee will be charged on each and every instance.

9.6 **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 will be applied to any unpaid balance of Fees.

9.7 **Appropriation:** Save where the Parents expressly state to 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 child may also be appropriated by the School to the unpaid account of any other child of the Parents.

9.8 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents 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 School. The School reserves the right to refuse a payment from a third party.

9.9 **Identity of the 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, and of the source of funds being used to pay Fees. The parties will comply with any policy that the School may have or put in place regarding anti-bribery or anti money laundering measures.

9.10 **Indemnity:** If the School is required to pay all or part of any sum received from a third-party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

9.11 **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

9.12 **Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. Any such awards are confidential and may be cancelled if not kept confidential by parents.

9.13 **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.

9.14 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice from the first day of a term of a fee increase of greater than 10%, they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable a Term's Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest less any sums owing to the School.

9.15 **Information about Fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

9.16 **Anti-money laundering:** 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 along with evidence of source of funds if the School (in its absolute discretion) deems is necessary. The parties will comply with the School's policy on anti-bribery, a copy of which is available from the School on written request.

9.17 **Alumni:** The school seeks to actively encourage alumni engagement for the benefit and support of ex-pupils and the school community. All pupils will be enrolled into the alumni community when they leave the school and a one-off alumni fee at the rate shown on the application Fee Sheet will be charged against the final invoice. This payment shall confer the benefits of the alumni association, networking, discounted social events other initiatives from time to time organised by the school to engage the alumni community. Pupils or parents may opt out of this charge by request and may request removal from our alumni database at any time. Alumni data will not be shared with third parties and will only be used in accordance with the school privacy notice.

10. Events beyond the control of the parties

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, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

10.2 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall notify the other in writing and shall notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.3 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided the initial notification shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification may terminate this contract by providing at least three working days' notice in writing to the other party.

11. General Contractual Matters

11.1 **Data protection:** The privacy notice sets out how the School uses your personal information. The Parents are asked to read this notice enclosed with the letter of offer before signing the Acceptance Form. By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Pupil consent as far as is required under data protection law to the processing by the School of personal information including:

11.1.1 financial information relating to the Parents;

11.1.2 sensitive personal information relating to the Parents and / or the Pupil;

11.1.3 as is deemed necessary for the legitimate purposes of the School. See also the School's Data protection information notes as set out in Schedule 1.

11.2 **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

11.3 **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

11.4 **Change:** This School, as any other, is likely to undergo some changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

11.5 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

11.6 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change.

11.7 **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 and other 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.

11.8 **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

11.9 **Interpretation:** These terms and conditions supersede 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 the terms and conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

11.10 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.