TERMS AND CONDITIONS

A Introduction

1 **These Terms and Conditions** reflect the custom and practice of independent schools and they form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of the School.

B Terminology

2 "**The School**"/"**We**"/**"Us"** means St David's Prep Limited as now or in the future constituted (and any successor). The School is constituted as a limited company.

3 "**Directors**" means the Directors of the School who are appointed from time to time and who are responsible for governance of the School.

4 "**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 or of the Directors have been delegated.

5 "**The Parents**"/"**You**" means any person who has signed the application to register a child at the school ("**Registration Form**") and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the child.

6 "**The Pupil**" is the child named on the Registration Form.

C Admission and Entry to the School

7 **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 Registration Fee paid either by bank transfer or cheque. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. The Registration Fee is non-refundable except in circumstances where the School in their absolute discretion do not accept the application for registration. "**Admission**" occurs when the School accepts the application to register a pupil and the Deposit has been paid. "**Entry**" is the date when a pupil attends the School for the first time under this contract.

8 **Deposits:** The Deposit will be repaid by means of a credit without interest to the final amount due to the School on leaving or by bank transfer should the amount of the deposit exceed the amount due to the school.

9 **Reception Commitment Deposit (currently £750.00):** Once your child has been accepted into St David's and the £500.00 deposit has been paid your place is guaranteed. However, a commitment deposit will be requested to be paid by the start of the Spring term (January). The Commitment Deposit will be retained in the general funds of the school until the Pupil enters Reception and will be repaid by means of a credit without interest to the invoice for the child's first term in Reception. Should the pupil not join the school the commitment deposit is non-refundable except where the school is able to fill all available places in the Reception intake on the first day of the academic year.

10 **Pre-Reception Commitment Deposit (currently £750.00):** Once your child joins the school in Pre-Reception, the expectation is that they will continue their education at the school. A place will generally be guaranteed for them in Reception. To secure this place a commitment deposit will be requested to be paid by the start of the Spring term. The Commitment Deposit will be retained in the general funds of the school until the Pupil enters Reception and will be repaid by means of a credit without interest to the invoice for the child's first term in Reception. Should the pupil not join the school the commitment deposit is non-refundable except where the school is able to fill all available places in the Reception intake on the first day of the academic year**.**

11 **Overseas pupils:** For reasons of administration, the right is reserved to require payment of a full term's Fees as a deposit in the case of a pupil whose normal residence is outside the United Kingdom.

12 **Equal Treatment:** The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical 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 responsibilities under the Disability Discrimination Act 1995 as amended in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

D Pastoral Care

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

12 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure is available on the School's website and can be supplied on request. See also Clause 64 below.

13 **Pupil's Rights:** The Pupil, if he or she is of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent 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 Parent.

14 **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.

15 **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. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School.

16 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and 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. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extracurricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

17 **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 or any member of his/her immediate family or any disability, special educational need or any emotional and behavioural difficulty on the part of the Pupil, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of Parents of a Pupil awarded a bursary.

18 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "*need-to-know*" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's communications (including email, telephone or mobile phone as applicable) and internet use.

19 **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. 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 of the School.

20 **Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School rules and regulations.

21 **Communication with Parents**: With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

22 **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 of the adult who will have the care of the Pupil.

23 **Education Guardians:** A pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian 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 during exeats, half term or the holidays for pupils whose Parents are resident abroad and the Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents.

24 **Photographs:** It is the custom and practice of most independent schools, and of this School, to include photographs or images of pupils in the School's promotional material such as the prospectus, website and social media websites. We would not disclose the name or other details about a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Head requesting an acknowledgement of their letter.

25 **Transport:** The Parents' consent to the Pupil 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.

26 **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

27 **Insurance:** 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.

28 **Liability:** If the School fails to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence. Loss or damage is foreseeable if they were an obvious consequence of the School's breach or if they were contemplated by you and Us at the time we entered into this contract. The School is not responsible for any loss or damage that is not foreseeable. The School does not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

E Health and Medical Matters

29 **Medical Declaration:** Parents will be asked to complete a 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.

30 **Medical Care:** Parents must comply with the School's quarantine regulations as varied from time to time which may include a reasonable decision to release the Pupil home when unwell.

31 **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 that necessary as a matter of professional judgement in the interests of the child and/or the School. If the Pupil is of sufficient age and maturity they are entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

32 **Medical Information:** Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil'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.

33 **Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F Educational Matters

34 **Our Commitment:** Within the published range of the School's provision from time to time, we 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, and usually to a much higher standard.

35 **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 streaming, setting and class sizes 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 and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

36 **Progress Reports:** The School monitors the progress of each pupil and reports regularly to Parents by means of grades and full written reports.

37 **Sex Education:** All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

38 **Public Examinations:** The Head may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

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

40 **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 and the use of outside experts may be recommended by the school. In such cases, the diagnosis shall be at the Parents' expense.

41 **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 the Pupil may have 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:** Parents must notify the Head in writing if they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. 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 cannot provide adequately for a pupil's special educational needs. Remedial teaching provided by the School will be charged as an extra.

43 **Moving up the School:** It is assumed that each pupil who satisfies the relevant criteria at the time will progress through the School.

44 **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

45 **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.

46 **Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. The cost of some educational visits will be charged as an extra and added to the bill. Parents' prior consent will be sought for a visit costing more than £30. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. 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 payable by the Parents.

G Behaviour and Discipline

47 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Directors 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.

48 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. 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 about the wearing of uniform.

49 **Code of Conduct:** The School rules and regulations which apply are set out in the School's policies and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

50 **School Discipline:** The Parents hereby confirm that they 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 disciplinary 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.

51 **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/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 his/her 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 by a parent, education guardian or a teacher of the Pupil's choice.

52 **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 or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

53 **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.

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

55 **Terminology:** In these Terms and Conditions "***Suspension***" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Directors' Review. "***Withdrawal***" means that the Parents have withdrawn the Pupil from the School. "***Expulsion***" means that the Pupil has been required to leave the School permanently in the circumstances described below. "***Released home***" means that the Head has consented to the Pupil being away from School for a specified period of time. "***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.

56 **Sanctions:** The School's current policies on sanctions are available to 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.

57 **Expulsion:** The 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. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a Directors' Review if requested by a Parent. Parents will be given a copy of the Review procedure current at the time. The Pupil shall remain away from School pending the outcome of the Review (see "Directors' Review" below).

58 **Fees after Expulsion:** If the Pupil is Expelled, there will be no refund of the Deposit or of Fees for the current or past terms. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.

59 **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with the Pupil and/or Parent, 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 unreasonably ("Removal"). In these circumstances, Parents may be permitted to Withdraw the Pupil as an alternative to Expulsion 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.

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

61 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been Expelled, Removed or Withdrawn, and to the record which will be entered into the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.

62 **Directors' Review:** Parents may ask for a Directors' Review of a decision to Expel or require the Removal of the Pupil from the School (but not a decision to suspend the 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 seven days of the decision being notified to the Parents. The Directors shall have the right to appoint to the review panel any member of the Wishford Schools Advisory Board, any member of the Board of Directors of Wishford Schools Limited, or any other such persons as the Directors shall in their absolute authority deem appropriate. Parents will be entitled to know the names of the Directors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld).

63 **Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which such a Review will be conducted by a panel of up to three Directors (including an independent member if requested). If Parents request a Directors' 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 Directors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

64 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to Expel or Remove the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H Provisions About Notice

65 **Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) a term's written notice addressed to and received by the Head personally. It is expected that Parents will consult with the Head before giving notice to Withdraw the Pupil.

66 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally. Parents may not give 'rolling notice'.

67 **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.

68 **"A term's notice"** to be given by Parents means notice given on or before the first day of a term and expiring at the end of that term. A term's notice must be given in writing if the Parents wish to cancel a place which they have accepted, or if Parents wish to Withdraw the Pupil who has entered the School; or if the Pupil will not return for the following year; or the Pupil wishes to discontinue extra tuition or boarding, where applicable.

69 **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 and the school is therefore unable to fill that place. A genuine pre-estimate of loss is fees for between one and 5 years. Nonetheless, the School agrees to limit the Parent's liability to a full term's fees less the Deposit payable as a debt if less than a term's notice of cancellation has been given, or to the full amount of the Deposit if more than a term's notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.

70 **Withdrawal by Parents:** If the Pupil is Withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice less the Deposit will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School. The charge of a term's Fees 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.

71 **Prior Consultation:** It is expected that Parents will in every case consult personally with the Head before notice of Withdrawal is given.

72 **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.

73 **Termination by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving Expulsion or required Removal. The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Directors' Review of a decision to terminate. The Deposit would be refunded without interest less any outstanding amounts due.

I Fees

74 **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: Registration Fee; Deposit; Overseas Deposit; Tuition Fees; Fees for extra tuition; other extras such as House charges, clothing and equipment,

photographs, additional sessions and other items ordered by the Parents or the Pupil and charges arising in respect of educational visits, and 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) and late payment charges if incurred.

75 **Payment:** The Parents undertake to pay the Fees applicable in each School year. Fees are due and payable on or before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Some extras are charged in arrears.

76 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents.

77 **Exclusion for Non-Payment:** The right is reserved on three days' written notice to exclude the Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Directors' Review will not arise. The School may also 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. A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion and a term's Fees in lieu of notice will be payable.

78 **Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 4% per annum above the Bank of England base rate which is a genuine pre-estimate of the cost to the School of a default. Cheques will be presented immediately and will not be considered as payment until cleared. Parents may also be liable for all legal costs and expenses reasonably incurred by the School in actions taken (including legal proceedings) to recover any such sums that remain overdue and unpaid.

79 **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.

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

81 **Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer.

82 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a Fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's Fees in lieu of notice.

83 **Early Years Funding:** Where part of the Fees is funded by Early Years Funding, Parents must pay any remaining fees not covered by this funding/grant.

84 **Money Laundering:** In some circumstances the School will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

J Events beyond the control of the Parties

85 **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as 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.

86 **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

87 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 86 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

K General Contractual Matters

88 **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.

89 **Legal Contract:** The acceptance by the school of an application to register a Pupil gives rise to a legally binding contract on the terms set out herein.

90 **Change:** This School may undergo changes during the time your child is here. 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, 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. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

91 **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable

endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care.

92 **Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 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.

93 **Representations:** Our prospectus, website and other School marketing materials describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus, website and other School marketing materials are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website, other School marketing materials or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.

94 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

95 **Interpretation:** These Terms and Conditions supersede those 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.

96 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Date issued: September 2024