

# Parent / School Contract

## Standard Terms and Conditions

November 2024



Chesham Preparatory School

## 1 THESE TERMS

### 1.1 What these terms and conditions cover

These are the terms and conditions on which the School supplies educational services to you as a Parent. They cover such matters as admission and entry to the School, education and pastoral care, behaviour and discipline, fees and medical matters. They also include important provisions relating to periods of notice that must be given and general contractual matters. These terms, the Bursary 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.

### 1.2 Why you should read them

Please read these terms and conditions together with the letter of offer, the Conditions of Award if applicable, the Acceptance Form and the Schedule of Fees carefully before you decide to accept the School's offer of a place to your child, as a legally binding contract will come into force between the Parents and the School.

## 2 DEFINITIONS

The definitions listed below are for certain words and phrases that are used, often frequently, in these terms and conditions. They are intended to provide certainty and consistency of meaning and to help Parents to read and understand these terms and conditions.

"Acceptance Deposit" means the sum set out in the current Schedule of Fees and the Acceptance Form. On acceptance of a place at the School, the Parent must pay the Acceptance Deposit to the School.

"Acceptance Form" means the form provided by the School for Parents to complete when accepting a place at the School.

"Bursary" is a means tested award or allowance which has been awarded to a Pupil. A Bursary is subject to the Pupil achieving high standards of attendance, progress and behaviour. The terms on which a Bursary is offered and accepted (Bursary Conditions of Award) will be notified to Parents at the time of offer of a place.

"Complaints Policy" is the School's policy that sets out how it will respond to and resolve concerns and complaints about such matters as care, safety and quality of education. It will be amended from time to time, and a current copy of the Complaints Policy is available on request from the School and is also available on the School's website.

"EYFS" means the Early Years Foundation Stage, which includes Nursery and Reception.

"Education Guardian" shall mean a UK based adult who is appointed by the Parents of an overseas Pupil.

"Extras" are amounts additional to Fees, approved by Parents or reasonably incurred by the Pupil or the School on behalf of the Pupil.

"Fees" may include alone or in combination of any of the Registration Fees, the Acceptance Deposit, the 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.

"Force Majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, strikes, other industrial disputes, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

"Governors/Governing Body" mean(s) the Governors of the School who are appointed from time to time in accordance with the School's constitution as an incorporated charitable trust and who are responsible for governance of the School.

"Headteacher" is the Headteacher of Chesham Preparatory School appointed to the position by the Governors, responsible for the care and proper discipline of pupils while they are attending the School, for the day-to-day management of the School and for the curriculum, including all other persons delegated to undertake such responsibilities and duties.

"Junior School" means Years 1 to 4 that cover Key Stage One and the first two years of Key Stage 2.

"Parent or Parents" means each person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate Third Party Fee Agreement between the School, the Parents and the third party.

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

"Parent/School Contract" or "Contract" is the agreement between the Parents of a child admitted to the School and the School constituted by: the School's offer of a place, the Acceptance Form, the Schedule of Fees and these terms and conditions.

"Pupil" means a child of whatever age admitted by the School to be educated.

"Registration Fee" means the non-refundable fee that is payable upon a child's registration at the School.

"Registration Form" means the form that must be completed in respect of a child, prior to the child being considered for entry to the School;

"Schedule of Fees" means the School's list of fees, as amended from time to time, a copy of the current version of which is sent to Parents with the letter offering a place at the School and is also available on the School's website.

“Scholarship” means an award or allowance which has been awarded to a Pupil. A Scholarship is subject to the Pupil achieving high standards of attendance, progress and behaviour. The terms on which a Scholarship is offered and accepted will be notified to Parents at the time of offer of a place.

“School” is Chesham Preparatory School Trust Limited. The School is governed by the Governing Body and, where the context admits, includes its premises. The School is a company limited by guarantee (company no. 00910924) and a registered charity (charity no. 310642). Chesham Preparatory School is a trading name of the School. The School includes all of the following:

• EYFS • Junior School • Senior School

“Senior School” means Years 5 and 6, covering the latter part of Key Stage 2 and Key Stage 3.

“School Rules” means any rules and regulations of the School including those set out in the School’s policies (available from the School website) and Information for Pupils (set out in the School Calendar).

“Term” is the period between the beginning and end of each School Term including the first day and the last day of the Term.

“Term’s Fees in Lieu of Notice” means Fees in full at the rate for the Term that would have applied had the Pupil attended and which would have been payable in respect of a Pupil not benefiting from a Bursary, Scholarship, exhibition or other award or allowance. One Term’s Fees in lieu of Notice represents a genuine pre-estimate of the School’s loss in these circumstances, and sometime 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.

“Term’s Written Notice” means notice given in writing by the Parents to the School before the first day of a Term to and expiring at the end of that Term. Such notice must be addressed to the Headteacher and either delivered by hand to the School or sent to the School or sent by email. In each case proof of delivery of such notice shall require an acknowledgment of receipt by the School signed by either the Headteacher, Headteacher’s PA, Registrar or Bursar.

“Third Party” means a person who has accepted liability for the payment of Fees for a Pupil on behalf of a Parent and who has signed a Third Party Fee Agreement with the School to do so.

### **3 OFFER AND ADMISSION**

Please read this section carefully as it sets out how we offer a place to your child and how you can accept this offer:

- 3.1 A child will be considered as a candidate for admission and entry to the School when the Registration Form has been completed and returned to us and the Registration Fee paid. Registration Fees are non-refundable. Payment of the Registration Fee does not guarantee an offer of a place.
- 3.2 Admission will be subject to the availability of a place and a child satisfying the admission and entrance requirements at the time.
- 3.3 The School will normally offer a place to a child by way of a letter to the Parents. The Headteacher is responsible for the selection of children to receive offers of places.
- 3.4 The offer may be open for acceptance for a limited time only. Failure to accept the offer within the specified time may result in the offer being withdrawn.
- 3.5 Admission occurs when the Parents accept the offer of a place at the School. Entry occurs on the date when the Pupil attends the School for the first time under these terms.
- 3.6 The Acceptance Deposit will form part of the general funds of the School until it is credited without interest to the final payment of Fees or other amounts due at the time the Pupil leaves the School.
- 3.7 The School is a mainstream day school for boys and girls aged from 3 to 11 years. The School has a Christian ethos and 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 and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 3.8 The School does not hold a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Headteacher 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.

### **4 CANCELLATION, WITHDRAWAL OR TERMINATION**

Please read this section carefully. It is important because it deals with the occasions on which you will need to provide the School with a Term’s Written Notice (the definition of which is set out above at clause 2) and the payments that you will be required to make to the School as a result of this. This will apply if you either decide that your child will not join the School or, at a later date, you decide to withdraw your child from School. It also includes examples of the type of events on which we are able to end your contract with the School and what payments you will be required to make as a result of this.

- 4.1 “Notice” means (unless the contrary is stated in these terms) a Term’s Written Notice given by:

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

before the first day of Term addressed to and received by the Headteacher personally or the Bursar on the Headteacher’s behalf. It is expected that the Parents will consult with the Headteacher before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

- 4.2 Please note that a Term’s Written Notice will be required if:

- 4.2.1 a Pupil is to be withdrawn from the School; or
- 4.2.2 the Parents wish to cancel the place after acceptance.

- 4.3 ‘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.

- 4.4 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 any Fees paid pro-rated if the School has provided any educational services under this agreement.
- 4.5 The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children and after the expiry of the 14 day period described in clause 4.4 above. A genuine pre-estimate of loss is Fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:
- 4.5.1 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, exhibition, 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 if less than a Term's Written Notice of Cancellation has been given; or
- 4.5.2 the Acceptance Deposit if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School.

If the place is filled immediately and without loss to the School the right is reserved to retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.

- 4.6 If the offer of a place is made in the Term immediately prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 4.4 applies the four week 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 they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 4.7 A Term's Written Notice must be given before a Pupil is withdrawn from the School or a Term's Fees in Lieu of Notice will immediately become due and payable as a debt at the rate applicable to the Term in question. It is expected that a Parent or Education Guardian will consult with the Headteacher before notice of withdrawal is given. It is expected that the Parents, or duty authorised education guardian will consult personally with the Headteacher; or with the Headteacher's authorised deputy before Notice of Withdrawal is given by the Parents.
- 4.8 Termination: If Parents have materially breached their obligations under this Contract, and/or the School considers there is good cause, the School may terminate this Contract on one Term's Written Notice in writing sent by ordinary post. The School will not terminate this agreement without prior consultation with the Parents. Any terms which expressly or impliedly have effect after such termination will continue to be enforceable notwithstanding termination. 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.
- 4.9 For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this Contract:
- 4.9.1 failure to pay Fees, (including Extras or supplemental charges) on time;
- 4.9.2 a serious misrepresentation of facts or circumstances or withholding of information about the Parents and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting at any point in time (whether by act, omission or the withholding of information on the part of the Parents) that the Parents and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact the Pupil/Parents are not);
- 4.9.3 failure or refusal to complete, submit or disclose to the School a medical questionnaire or information in respect of the Pupil ; and/or
- 4.9.4 Parents in receipt of a Bursary have breached the confidentiality provisions which are set out in the School's Bursary Conditions of Award and which are notified to Parents at the time of offer of a place.

## **5 ATTENDANCE AND GOOD BEHAVIOUR**

- 5.1 The Pupil is expected to take a full part in the activities of the School and is required to comply with the disciplines, rules and customs of the School.
- 5.2 The Parents undertake to ensure that the Pupil conforms to the School Rules, including that they attend School regularly and punctually, work hard, participate fully in the School's activities, dress and behave appropriately.
- 5.3 Parents must notify the School if a child is absent from School. The notification should be by telephone as soon as possible on the morning of the first day of absence. If the absence relates to anything other than illness prior consent must be granted by the Headteacher and must be requested in writing in either electronic or hard copy.
- 5.4 The Pupil is not permitted to bring dangerous or illegal objects or substances on to the School premises. If there are reasonable grounds for suspecting that a Pupil has been using illegal drugs or consuming alcohol, and to ensure compliance with the School Rules, the Headteacher may require the Pupil to submit to testing for drugs or alcohol in accordance with suitable procedures. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 5.5 The School reserves the right, subject to applicable data protection legislation, to monitor the Pupil's digital activities (including digital communications and internet use) for the purpose of compliance with the School Rules and the School's policy on acceptable use of IT and email. The Headteacher may take disciplinary action against any Pupil found to have accessed unsuitable material in breach of the School Rules.
- 5.6 The School cannot be held responsible for a Pupil if they:
- 5.6.1 leave the School premises when they are not authorised to do so; or
- 5.6.2 are absent from the School in breach of School Rules.

## **6 CARE AND EDUCATION**

- 6.1 Parents accept that the School will be managed in accordance with the authorities delegated by the Governing Body to the Headteacher and that the Headteacher is entitled to exercise a wide discretion in relation to the School's policies and regime. Such discretion will be exercised reasonably, in a lawful manner and with procedural fairness.
- 6.2 The Headteacher reserves the right to determine, organise and deliver the curriculum, including such matters as class size, setting and streaming (which may change from time to time) in such manner as the Headteacher considers appropriate to the School as a whole.

- 6.3 The School will do all that is reasonable to safeguard the Pupil's welfare and provide pastoral care to the standard required by law. The School has a structured anti-bullying policy, which is reviewed regularly. This is available on request from the School Office. A copy of our Child Protection Policy may also be obtained from the School Office.
- 6.4 The Headteacher will be in loco parentis while the Pupil is at the School premises or on a School trip and will act so as to care for the Pupil's well-being and, together with the staff of the School, may act in ways that are apt and proper for the welfare and tuition of the pupils, especially the reassurance of a Pupil in difficulty, and to ensure appropriate conduct and security in the School generally. The Parents' consent to reasonable, proportionate and appropriate physical contact between the staff of the School and the Pupil. Corporal punishment will never be used. The School is a family community and within this community the School aims to introduce children to education in a happy and sympathetic atmosphere.
- 6.5 The Parents must, as soon as possible, disclose to the School in confidence:
- 6.5.1 any known medical condition, health problem or allergy affecting the Pupil;
  - 6.5.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
  - 6.5.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
  - 6.5.4 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
  - 6.5.5 any concerns about the Pupil's safety;
  - 6.5.6 any significant change in the financial circumstances of the Parents;
- 6.6 If it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more The School will provide, pursuant to the curriculum, health and life skills education appropriate to the age of the Pupil unless written notice is received that the Pupil should not participate in that part of the curriculum.
- 6.7 The Pupil is required, during Term time to live with a Parent or legal guardian subject to the following:
- 6.7.1 If the Pupil will be residing during Term time under the care of someone other than a Parent, the Headteacher must be notified immediately in writing of the individual's name, address, contact details and relationship to the Pupil.
  - 6.7.2 If the Parents are resident outside the United Kingdom they must appoint an Education Guardian for the Pupil prior to the Pupil joining the School. The Education Guardian must reside in the United Kingdom and have been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authority when necessary. The responsibility for choosing an appropriate Education Guardian rests solely with the Parents. The Parents must notify the Headteacher in writing of the Education Guardian's name, address and contact details on appointment, and notify the Headteacher in writing immediately of any changes to these details.
  - 6.7.3 The School cannot accept responsibility for the Pupil when he/she is in the care of the Parents or the Education Guardian.
- 6.8 Where both Parents, legal guardian or Education Guardian are absent overnight or for longer periods, the Headteacher must be notified in writing of the name, address and 24-hour contact number of a suitable person who has agreed to take full responsibility for the Pupil when not at School and who can, if necessary, come to the School at short notice.
- 6.9 Unless the School is notified to the contrary, the Parents' consent to the Pupil participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 6.10 The School will monitor each Pupil's progress and produce regular written reports and, on request, particulars of the results of any public examinations. All such reports and any information provided by the School concerning examinations, further education, progress and references will be made with all due care and skill but otherwise without liability on the part of the School. The Parents will notify the School when providing confidential information with the Registration Form and subsequently in writing if at any time they are aware or believe that the Pupil has:
- 6.10.1 a medical condition, health problem or allergy; and/or
  - 6.10.2 a disability, special educational need, learning disability or any behavioural or emotional difficulty; and/or
  - 6.10.3 has been assessed by a child psychologist (or similar); and/or
  - 6.10.4 has been temporarily or permanently excluded or withdrawn from a previous school and the relevant causes thereof.
- and will provide to the School copies of reports and relevant information. The School will do all that is reasonable in the case of each Pupil to detect signs of learning difficulties which are considered to be a "special educational need", particularly at key stages, but the School does not undertake to diagnose dyslexia or other specific conditions. Parents will be notified promptly if it appears that the Pupil may need formal assessment or referral for expert medical diagnosis, which can be arranged, if required, either by the Parents or by the School at the Parents' expense. Parents may be asked to withdraw the Pupil if, after consultation and in the opinion of the Headteacher, the School cannot provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.
- The Pupil is expected to progress through the School and complete the Senior School education. The School shall not be obliged to permit a Pupil to enter into the next year group unless satisfied that it is appropriate to do so having regard to his/her academic attainments, conduct and all other relevant circumstances. The Parents will be consulted during the Spring Term if there is any reason why the Pupil may be refused a place in the next year group. The Parents must give a Term's Written Notice (i.e. before the commencement of the Summer Term) if they do not wish the Pupil to proceed to the next stage of the School, or a Term's Fees in Lieu of Notice will be payable.
- 6.11 All copyright and other intellectual property rights in relation to work carried out by a Pupil in conjunction with any staff or other pupils at the School for purposes relating to the School shall be and remain the property of the School. Copyright in the Pupil's original work will belong to the Pupil and all such work (but not examination scripts) will be released to the Pupil when no longer required by the School for purposes of assessment, display and any other such use. The School will take reasonable care to protect the Pupil's work but cannot accept liability for loss or damage caused by factors outside the direct control of the Headteacher and the staff.

## 7 HEALTH

- 7.1 The Headteacher or Parents may request a health or development check of a Pupil at any time. A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nevertheless be overridden in the Pupil's own interests or where necessary for the protection of other pupils or staff of the School. Whenever appropriate, including prior to a Pupil joining the School, Parents may be asked to provide a written statement about the Pupil's health and must supply details of the pupil's medical requirements and history in the form provided by the School.
- 7.2 Either the Headteacher or the Parents, as appropriate, will inform the other immediately in writing if the Pupil has been in contact with or develops

any infectious disease or infection, or has or develops any known medical condition, health problem, disability or allergy, or will be unable to participate in games or other School activities. The Headteacher, normally with the consent of the Parents, may seek a medical opinion as to the Pupil's general health at any time.

- 7.3 Parents' consent to administration of first aid and, if requested by them, of necessary medication by appropriately qualified persons. If a Parent cannot be contacted in time, the School may also consent to a Pupil receiving emergency medical treatment, whether under the National Health Service or privately, from qualified personnel and by any appropriate means necessary for the Pupil's welfare (including anaesthetic, operation or blood transfusion in the United Kingdom, as recommended by a doctor).
- 7.4 Parents must comply with the School's quarantine regulations as varied from time to time. If the School so requires due to a health risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, the Parents undertake to keep the Pupil at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances, the School will endeavour to continue providing education to the Pupil remotely during such period (including, for example, by sending the Pupil work assignments electronically or by post).

## 8 FEES AND EXTRAS

Please read this section carefully. It deals with your responsibility to pay the Fees and Extras (see Definitions listed at the start of these terms and conditions).

- 8.1 Fees cover the School's normal curriculum (together with most books and stationery). Fees are payable termly in advance before the first day of each Term.
- 8.2 Extras will be charged through the termly fees account, for the following:
- 8.2.1 activities in which the Pupil may take part subject to the Parents' agreement, such as trips, visits and other extra-curricular activities;
  - 8.2.2 cost of any loss (for example, loss of books) or damage (other than fair wear and tear) to School property caused by the Pupil. The School reserves the right to charge for such loss or damage at full replacement cost;
  - 8.2.3 additional charges incurred by the School in providing for the special educational needs of the Pupil that may be charged; and
  - 8.2.4 public examination fees.
- 8.3 Fees invoiced by the School through the Termly fees account are due and payable in full either by cheque or direct bank transfer as cleared funds before the first day of each Term. Such invoices will be sent by the School either to the Parents or bill payer. Any sum tendered that is less than the sum due and payable may be accepted by the School on account only in the event that any item of the invoiced sum is queried. The balance of the invoiced sum which is not in dispute must be paid in accordance with this clause and in any event without further delay.
- 8.4 The Parents are jointly and severally responsible for payment of Fees. This means that each Parent is individually and collectively under an obligation to pay the School all Fees. Except where a separate agreement has been made between the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. In the event of non-payment of such Fees, the School can therefore seek payment of these Fees from any one of such Parents. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.
- 8.4.1 Any agreement by the School to accept payment of Fees or other sums from any person other than the Parents does not release the Parents from liability if that person defaults (unless express written release has been given by the School's Bursar). The School reserves the right to refuse a payment from a person other than the Parents.
  - 8.4.2 A payment made in respect of one Pupil may be appropriated by the School to an unpaid account of another Pupil of the same Parents.
  - 8.4.3 The School reserves the right to refuse to allow a Pupil to attend the School or to withhold references while Fees remain unpaid or there is a persistent failure to pay Fees and Extras on time.
  - 8.4.4 Any costs incurred by the School in seeking to recover unpaid fees will also be payable by the Parents.
- 8.5 Fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. If the School gives less than a Term's notice of a Fee increase, Parents who give written notice of withdrawal within 21 days after notice of such increase is received will not incur a Term's Fees in Lieu of Notice and the Acceptance Deposit will be refunded without interest, less any sums owing to the School.
- 8.6 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 are not refunded, reduced nor will they be waived for absence caused by:
- 8.6.1 illness, accident, quarantine; or
  - 8.6.2 study leave or if the Pupil is released home after completing examinations;
  - 8.6.3 shortening of a Term or extension of a vacation or for any other cause except at the discretion of the Headteacher;
  - 8.6.4 the School is temporarily closed due to adverse weather conditions;
  - 8.6.5 for any reason other than exceptionally and at the sole discretion of the Headteacher in the case of genuine hardship
- See also section 14 for information about events beyond the control of the parties.
- 8.7 Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to day basis on Fees which are unpaid. An interest rate of up to 1% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall be liable to pay all reasonable associated administrative and legal costs for late payment of all amounts unpaid at their due date. Cheques and other instruments delivered at any time after the first day of Term will be presented immediately and will not be considered as payment until cleared.
- 8.8 Concession to payment of all or part of the Fees by instalments or concession to a lesser charge than is stated under clause 8.7 above is subject to and on such terms as may be agreed in writing by the School's Bursar with the Parents. Where there are inconsistencies between these terms and those of any instalment agreement or invoice issued by the School to the Parents (as applicable) the terms of the instalment agreement or the invoice shall prevail.
- 8.9 If a Pupil has been awarded a Scholarship, Bursary, exhibition or other award or allowance, the value of the award shall be deducted from the Fees before any bursary or other concession is calculated or assessed.

- 8.10 At the Headteacher's discretion, a Pupil may be excluded from the School on three days' notice until all outstanding sums which are due and payable to the School by the Parents have been paid in full. This means that the Pupil may not return to the School until all arrears of Fees have been paid. The Headteacher may consider that a Pupil has been withdrawn from the School without notice if full payment has not been received within 28 days from the date of exclusion, whereupon the standard terms for withdrawal without notice will apply in accordance with clauses 4.2 and 4.7. Exclusion in these circumstances is not a disciplinary matter and the right to an Appeal by the Governing Body will not normally arise. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.
- 8.11 In view of money laundering legislation, the School may require evidence satisfactory to it of the identity of any persons paying Fees. The School does not normally accept cash payments but may do so in exceptional circumstances up to a maximum of £100, solely at its discretion. Such payments should be made directly to the Bursar's Office. The School will not accept responsibility for cash payments handed in elsewhere in the School.
- 8.12 Although the School offers facilities for pupils to take extra subjects (eg. Private music lessons) any contract for these subjects is between the Parents and the visiting teacher and charges for the extra subject will be invoiced and collected by the visiting teacher.

## 9 DISCIPLINARY PROCEDURES

Please read this section carefully. It covers the School's disciplinary procedures and the possible financial implications for Parents in the event of breach of these by your child.

- 9.1 Parents hereby confirm that they accept the authority of the Headteacher and staff on the Headteacher's behalf to take reasonable disciplinary or preventive action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole.
- 9.2 The School's current behavioural and exclusion policies with content on rewards and 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 in order to reflect changes in the law and best practice.
- 9.3 Permanent Exclusion of the Pupil: The Pupil may be permanently excluded from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or serious criminal offence. Permanent Exclusion is reserved for the most serious breaches. The Headteacher shall act with procedural fairness in all such cases.
- 9.4 The Headteacher's decision to permanently exclude a Pupil shall be subject to an Appeal to the Governing Body if requested by the Parents. Parents will be given a copy of the Appeal procedure current at the time. A Pupil shall be temporarily excluded from the School pending the outcome of the Appeal.
- 9.5 Temporary exclusion of the Pupil: The Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending an Appeal by the Governing Body.
- 9.6 The School's behavioural and exclusion policies (as amended from time to time) set out examples of offences likely to be punishable by temporary or permanent exclusion. These examples are not exhaustive and the Headteacher may decide that temporary or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the Pupil's record at the School may be taken into account.
- 9.7 There will be no refund or remission of Fees for the current or past Terms paid or due following exercise of the Headteacher's rights under clause 9.3. If the Pupil is permanently excluded the Acceptance Deposit will not be returned. However, although all arrears of Fees and other sums due to the School will be payable, a Term's Fees in Lieu of Notice will not be payable.
- 9.8 Exclusion of a Pupil in other circumstances: The School may, during or at the end of a Term, to exclude the Pupil (permanently or temporarily) from the School if, after consultation with the Pupil and/or the Parents, in the reasonable or professional opinion of the Headteacher:
- 9.8.1 the Pupil has committed a breach or breaches of School rules or discipline for which Exclusion is the appropriate sanction; or
  - 9.8.2 Pupil's progress, attendance or behaviour (including outside School) has been prejudicial to good order or School discipline or to the reputation of the School or is seriously unsatisfactory;
  - 9.8.3 the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School; or
  - 9.8.4 the behaviour of one or both Parent affects or is likely to affect adversely the Pupil's, or any other Pupil's, progress in the School or the well-being of the School's staff or bring the School or members of its community into disrepute.
- in these circumstances, and at the sole discretion of the Headteacher; Withdrawal of the Pupil by the Parents may be permitted as an alternative to exclusion being required. If the Pupil is permanently excluded in accordance with this clause, the retained part of the Acceptance Deposit will be refunded in full without interest, but otherwise the terms regarding Fees will apply as for Permanent Exclusion as per clause 9.7.
- 9.9 The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Permanent Exclusion or Withdrawal.
- 9.10 An allegation, complaint or rumour of misconduct will be investigated and a Pupil may be questioned or have his/her belongings searched if appropriate. All such investigations will be carried out fairly and with all reasonable care and so as to protect the Pupil's human rights and freedoms. Parents or an Education Guardian will be informed as soon as reasonably possible after it becomes clear that the Pupil may face disciplinary action, unless the School is prevented from so by police. If it is considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.
- 9.11 Unless the Headteacher consents in writing, a Pupil who has been temporarily or permanently excluded from the School is not entitled to enter the School.

## 10 CONFIDENTIALITY

- 10.1 Except as required by law, the School and its staff are not required to divulge to Parents or others information received in confidence and its sources, or which has led to a complaint or which has been acquired by the Headteacher during an investigation, and where the Headteacher decides this is in the best interest of the Pupil's welfare.
- 10.2 In any case of suspected child abuse the Headteacher may be obliged to disclose relevant information concerning the welfare of the Pupil to the appropriate authorities.
- 10.3 Information held concerning the academic performance and social well-being of a Pupil may be disclosed to the Parents or other appropriate authorities at the discretion of the Headteacher.

- 10.4 The School may obtain and use information relating to the Pupil (including photographs, digital and video recordings) whilst he or she is at the School, for the purposes of communicating and managing relationships with pupils and former pupils of the School and publicising the School and its activities. This includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate), the School's social media channels and the School's press releases. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. Parents who do not want the Pupil's photographs or image to appear in any of the School's promotional material must inform the School in writing to the Headteacher and make sure that the Pupil is aware of this, and requesting acknowledgement of their letter. The School assumes no responsibility in connection with any publication of photographs outside the School's direct control including (but without limitation) photographs taken by other parents, family or friends and/or the use made by them.

## **11 DATA PROTECTION**

- 11.1 The School has a parent privacy notice and pupil privacy notice which explain how the School will use the Parent's and the Pupil's personal data. These privacy notices / Key information from these privacy notices are provided with the letter of offer. The privacy notices are also published on the School's website. The Parents must read these privacy notices in full and not just the key information before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with him/her before accepting the offer of a place.

## **12 SCHOOL TRIPS AND EXCURSIONS**

- 12.1 Particulars of the School's written policy to safeguard and promote health and safety on activities outside the School are available on request. The Pupil must comply with School discipline in all respects while on all School trips and excursions.
- 12.2 The Headteacher will ensure that all reasonable measures are taken to ensure the safety and well-being of the Pupil during travel from and return to School during, and while the Pupil is participating in, organised School trips and excursions for whatever purpose and duration.
- 12.3 Unless Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific trip or excursion, the Parents' by signing the acceptance form or agreeing to be bound by these terms and conditions, consent to the Pupil taking part in all School trips.
- 12.4 The cost of certain School trips will be charged as an Extra and added to the bill or will be payable in advance and may be subject to a separate agreement. Parents will be asked for their prior consent to such extras. All additional costs of special measures (for example, 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. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

## **13 COMPLAINTS POLICY**

- 13.1 The School's Complaints Policy is available to Parents on request and on the School's website. The School welcomes suggestions and comments from Parents and takes seriously any complaints or concerns they may raise. Should Parents have cause to make a complaint about any aspect of the service provided by the School they should address their concerns in accordance with the complaints policy.

## **14 FORCE MAJEURE**

- 14.1 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 immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 14.2 If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 14.1 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 14.3 If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 14.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

## **15 MISCELLANEOUS**

Please read this section carefully, particularly clauses 15.1 to 15.4 inclusive, which contain important information on the legal responsibilities of those persons who have signed the Parent/School Contract and also details how the School treats communications to and from such persons.

- 15.1 Parents are legally responsible, individually and jointly, for complying with their obligations under the Parent/School Contract.
- 15.2 The School will be entitled (unless there is a court order or written notification stating otherwise) to treat any communication or instructions from one of the Parents or any person with Parental Responsibility as having been given from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice or the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent or to give Notice of Cancellation or Withdrawal are set out in clauses 4.1 and 4.2.
- 15.3 Where Parents live at separate addresses, reports and other information will be sent to the Parent with whom the Pupil normally resides. Duplicate reports will be sent to the other Parent on written request.
- 15.4 Those having parental responsibility (i.e. legal responsibility for the Pupil) will, unless a court order has been made to the contrary or there are other reasons which justify withholding information to safeguard the interests, welfare and best interest of the Pupil, be entitled to relevant information regarding the Pupil. The Headteacher must be notified in writing immediately of any court order in relation to the Pupil or of any significant change in home circumstances.
- 15.5 Either Parent may be excluded from the School premises if the Headteacher considers such exclusion to be in the best interests of the Pupil or the School.
- 15.6 The Headteacher should be informed of any matters that are relevant to the Pupil's security and safety, such as court orders or situations of risk or special safety precautions that might be needed.
- 15.7 The Pupil is responsible for the security and safe use of all his/her personal property and property lent to them by the School.

- 15.8 The School does not accept responsibility for any accident, injury, damage or other loss caused to the Pupil or to the Parents or for loss or damage to property unless the School has been negligent or guilty of some other wrongdoing causing injury. The School will maintain liability insurance as required by law. All other insurances are the responsibility of the Parents who must make their own arrangements to cover the Pupil's person or property while at School or on the way to or from School or on any School sponsored activity away from the School. The School is not the agent of the Parents for any purpose related to insurance.
- 15.9 The School may from time to time experience change during the period that the Pupil is a pupil at the School. Fees will be reviewed each year in accordance with clause 8.5. The School, in its discretion and with such notice as it deems appropriate and for the benefit of the School as a whole, may, for example, vary these and any other of its terms and conditions. It may also alter or change the way the School is managed, the location of the School or part of it, its facilities, term dates, School Rules, school day and the School's curriculum. Furthermore, for the purposes of construction or amalgamation the School reserves the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of the Parent/School Contract in connection with any such transfer; and/or to amalgamate the School with any other educational institution.
- 15.10 Whenever practicable, Parents will be consulted about changes proposed and given a Term's notice of:
- 15.10.1 a change of ethos or culture; or
  - 15.10.2 a change of policy that would have a significant effect on the Pupil's education or pastoral care; or
  - 15.10.3 a change in ownership of the School.
- 15.11 We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature, or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Headteacher that the information is accurate before returning a completed acceptance form to the School
- 15.12 Any relaxation or forbearance by the School in pursuing its rights under these terms and conditions will not mean that the School has given up any of its legal rights in relation to those rights or any others. If any word(s), alone or in combination, infringe any 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.
- 15.13 These terms and conditions supersede those previously in force and will be construed as a whole. The headings are for ease of reference only and do not affect the interpretation of these terms and conditions.
- 15.14 The address for purposes of communication with the School is the registered address of the School.
- 15.15 Only the School and the Parents are parties to this Parent/School Contract. Neither the Pupil nor any third party is any party to this contract and shall not have any rights to enforce any term of it.
- 15.16 The Parent/School Contract is made in accordance with and governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

## **16 THE SCHOOL WILL ALWAYS**

- 16.1 Encourage children to do their best at all times.
- 16.2 Care for the children's safety and happiness.
- 16.3 Strive to ensure that children achieve their full potential as a valued member of the School community.
- 16.4 Inform Parents of children's progress at regular meetings.