

Terms and Conditions (Parent Contract)

What these terms cover

These are the terms and conditions on which we provide educational services. The Acceptance Form, Schedule of Fees, the FIA Terms and Conditions, and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the School.

Why you should read them

Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and what basis the School will provide educational services.

If anything in these terms is unclear or you would like to have something further explained to you then please contact:

Chief Executive
John Whitgift Foundation
North End
Croydon
CR9 1SS

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1. Definitions

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

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

"**child**" means a child of whatever age admitted to the School to be educated, and includes any pupil aged 18 or over;

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure is available on the School's website or available from the School upon request;

"**contract**" has the meaning given in clause 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form;

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

"**FIA Terms and Conditions**" means the supplemental terms and conditions relating to the School's fees in advance scheme;

"**Foundation**" means The Whitgift Foundation known as John Whitgift Foundation (as further identified in clause 1.2 below);

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

"**Schedule of Fees**" means the prevailing fees notified to you from time to time and which are available on the School's website and from the School at any time upon request;

"**School Rules**" means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the documents comprising the School Rules is provided to each child and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to the School Rules;

"**term**" means a term of the School as notified to parents from time to time;

"**a term's notice**" means **written** notice given not later than the first day of the term *before* the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School. So, if you wish to withdraw your child with effect from the start of the summer term, a term's notice means you need to tell us in writing about with the withdrawal, at the latest, on the first day of the spring term immediately before. This is because the summer term is the term to which the notice relates;

"**terms and conditions**" means these terms and conditions as may be amended from time to time;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in clause 1.2 below and using the trading name set out on the Acceptance Form, i.e. Whitgift School or Trinity School; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "for example", "includes" or "including". The examples that are then given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

1.2 *Who we are.* The School is part of The Whitgift Foundation known as John Whitgift Foundation which is the governing body of the School and operates the School. The Foundation is a charity registered in England and Wales (charity number 312612) whose registered office is at North End, Croydon CR9 1SS.

1.3 *Our contract with you.* The Acceptance Form, Schedule of Fees, the FIA Terms and Conditions and these terms and conditions (as in each case may be amended from time to time) form the terms of the **contract** between you and the Foundation. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. Acceptance and deposit

2.1 *How you accept our offer of a place.* An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

2.2 *The non-refundable status of the deposit.* **The deposit is not refundable if your child does not take up a place at the School.** The limited exception to this is where notice is given in accordance with clause 4.1 below and the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to fill the vacancy created by your child's withdrawal.

2.3 *How we use the deposit.* Unless you have indicated that you would like to donate the deposit to the School's development fund, the deposit will form part of the general funds of the School until it is repaid without interest subject to the deduction of any sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions).

3. Overseas pupils

In order to comply with our responsibilities as a licensed student sponsor for immigration purposes, we need to ensure that all of our pupils have the right to study in the UK and will require documentation in this regard. In addition, we may need to provide information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home

Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated). Occasionally information regarding your immigration status in the UK may also be required.

4. Withdrawing your acceptance of a place before your child joins the School

4.1 *Notice to withdraw your acceptance of a place before your child joins the School.* **If you wish to withdraw your acceptance of a place before your child starts at the School, you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice.**

This means that if, for example, your child is due to start at the School in September (at the start of the academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year) or pay the fees in lieu of notice referred to above.

4.2 *If we receive a term's notice.* If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit (the only exception to this is if you are entitled to a refund of the deposit under clause 2.2 above).

4.3 *If we do not receive that period of notice.* **If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt.** The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest or any entitlement to repayment under clause 2.2 above) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

5. Notice requirements

5.1 *Notice to withdraw your child from the School.* **If you wish to withdraw your child from the School:**

(a) **at the end of Year 6:** you must either give us two term's notice to that effect or pay to the School a term's fees in lieu of notice. This means that if you wish to withdraw your child with effect from the start of the autumn term of Year 7 (i.e., at the start of an academic year) then you would need to notify the Head in writing on or before the first day of the preceding spring term in Year 6, or pay the fees in lieu of notice referred to above.

(b) **at any other time, other than at the normal leaving date:** you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to notify the Head in writing on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

In each case, fees in lieu of notice will be charged at the rate that would have been charged for the final term of provision if the relevant period of notice had been given. The School will credit the deposit you have paid (without interest or any entitlement to repayment under clause 2.2 above) to the payment of any such fees in lieu of notice.

- 5.2 Consultation. It is expected that you will consult with the Head before giving notice to withdraw your child from the School. You should contact the School if no acknowledgement of the notice is received from the School within seven days of the date of the notice.
- 5.3 Notice to change your child's place at the School. If you wish to change your child's place at the School from a boarding to a day place or from a termly to a weekly boarding place you must request the Head's written approval. If approval is granted you must **either** give a term's notice **or** pay to the School the difference between the boarding or termly boarding and the day or weekly boarding fees in lieu of notice, at such rate as would have been charged for the final term of boarding if a term's notice had been given. All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the Head's prior written approval.
- 5.4 When the relevant amount in lieu of notice must be paid. In cases under clause 5.1 or 5.3 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- 5.5 Notice to withdraw your child from participating in an activity or from receiving a service covered by a supplemental charge. If you wish to withdraw your child from an activity or service charged for as supplemental, you must **either** give a term's notice to that effect **or** pay to the School as a debt a term's charges for the activity or service in which your child has ceased to participate.
- 5.6 Withdrawal part-way through a term does not reduce the amount you owe the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity or service part-way through a term.

6. School Rules

- 6.1 Compliance with the School Rules. It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School Rules. In addition, you must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).
- 6.2 We may undertake drugs and alcohol testing of your child. The School may undertake drug and alcohol testing of pupils in accordance with its drugs or substance misuse policy which has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- 6.3 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. **The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

PLEASE READ THIS NEXT SECTION CAREFULLY

Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about their own privacy.

In most cases, it will not in fact always be necessary or practical for us to obtain consent from you (or your child) for the use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see the Privacy Notice which is available on the School's website.

7. How we may use personal information: references, confidentiality and data protection

7.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

7.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings (including recordings of lessons), both whilst your child is at the School and after they have left, for the purposes of:

- (a) managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees;
- (b) promoting the School to prospective pupils/parents;
- (c) publicising the School's activities; and
- (d) communicating with the school community and the body of former pupils.

In respect of (b), (c) and (d) above, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

7.3 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

- (a) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
- (b) inform the School of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in

the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

7.4 We will send information (e.g., school reports) about your child to both of you as a matter of course. Any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the data protection law).

7.5 Data protection law. The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:

- (a) as set out in this clause 7, and in the School's Privacy Notice which is available on the School's website as may be amended from time to time;
- (b) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (c) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

We reserve the right to share relevant details about you to our professional debt collection agencies and legal advisers should you fail to pay the school fees.

8. The School's obligations

8.1 The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and/or behaviour, including potential influence on the culture of the School, and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known and may make entry to the sixth form conditional upon the results of such examinations. **For the avoidance of doubt and except where the School has agreed otherwise with you in writing, if you wish to withdraw your child from the School with effect from the start of the sixth form, you must provide a term's notice in the normal manner in accordance with clause 5.1 above.**

8.2 The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of School staff.** Where applicable, the School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

- 8.3 Consent to participation in trips and visits, in contact sports and other sports activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- 8.4 Emergency medical treatment. If your child requires urgent medical attention while under the School's care, we will:
- (a) take action (for example, by contacting the emergency services);
 - (b) try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
 - (c) share relevant information that we hold about your child with any emergency services or treating medical professional (for example by notifying them about any allergies which your child has); and
 - (d) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.5 Our right to make changes at the School. Our website and prospectus describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or co-curricular offering or to the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).
- 8.6 We will give you notice of any significant changes. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. For example, if a change is to take effect at the start of the autumn term, we would notify you before the end of the preceding spring term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under clause 5.1 above.
- 8.7 Monitoring your child's progress. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment can be arranged either by you or by the School at your expense. A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent

manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.

8.8 Religious observance and relationships and sex education (RSE) and health education. Religious observance, RSE and health education at the School will be conducted in accordance with the School policies.

9. The parents' obligations

9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

9.2 Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:

- (a) maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
- (b) encouraging your child in his or her studies, and giving appropriate support at home, and ensuring your child attends school;
- (c) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, any changes to their immigration status and information relating to your child's health or special educational needs or medical conditions);
- (d) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld and are shared in a timely and transparent manner;
- (e) engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
- (f) attending meetings and keeping in touch with the School where your child's interests so require.

9.3 You must notify us of your child's health/medical conditions or special educational needs. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same and cooperate with the School in relation to such reports and materials. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under clause 14.1 below.**

- 9.4 Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we may provide education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post). For the avoidance of doubt, the School is not a remote education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.
- 9.5 You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for a scope of such arrangements.
- 9.6 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.7 We require you to nominate a 'responsible adult' for us to contact in your absence. It is a condition of your child's joining and remaining at the School that, where required (such requirement being made known to you by the School prior to your child joining the School), you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' (or 'educational guardian') for your child who can be contacted if the School is not able to contact you and who can look after your child in your absence. If your child's visa is sponsored by the School as a Child Student this is a requirement of their visa.
- 9.8 We are entitled to expect that parents have consulted with each other regarding decisions relating to their child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:
- (a) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
 - (b) any communication from the School to one of you as having been given to both of you.

- 9.9 We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this contract must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**
- 9.10 You must notify us of your child's absence from School. The School must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 9.11 Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 9.12 Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and available from the School at any time upon request.
- 10. Temporary/permanent exclusion and required removal**
- 10.1 The Head's discretion to temporarily or permanently exclude your child from the School. The Head may in his or her discretion temporarily or, in serious or persistent cases, permanently exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and/or the exclusion is in the School's best interests and/or those of your child or other children.
- 10.2 Where you can find examples of offences punishable by temporary or permanent exclusion. The School Rules set out examples of offences likely to be punishable by temporary or permanent exclusion. These examples are not exhaustive and the Head may decide that temporary or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- 10.3 The Head's discretion to require you to remove your child from the School. Instead of permanent exclusion, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
- (a) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; and/or
 - (b) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children; and/or

- (c) your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory and/or the required removal is in the School's best interests and/or those of your child and/or of other children; and/or
- (d) the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

10.4 What happens if your child is temporarily or permanently excluded or removed from the School. Should the Head exercise his or her right under either clause 10.1 or 10.3 above:

- (a) you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is temporarily or permanently excluded, or removed;
- (b) in respect of permanent exclusions and required removals (but not in cases of required removal under clause 10.3(b), (c) or (d)) the deposit will be forfeited meaning that the School will retain the deposit; and
- (c) in respect of permanent exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the permanent exclusion/required removal occurred will be refunded.

10.5 Impact of permanent exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is permanently excluded or if you are required to remove your child from the School.

10.6 Your right to have decisions to permanently exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the School and/or the Head to permanently exclude or require the removal of your child under this clause 10 reviewed. Any such review shall be governed by the *Pupil Exclusion Procedure*.

11. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to the absence of your child or closure of the School premises. Upon joining we will offer to include your child in our personal accident insurance scheme, the charge for which will be added to the fees as set out in the joining letter sent together with the Parent Contract.

12. Intellectual property rights

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

13. Changes in ownership, etc

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will notify you in writing if we plan to do this and we will ensure that the transfer will not affect your rights under this contract.

14. Ending this contract

14.1 *Our rights to end the contract.* In addition to where this contract is terminated automatically as a result of a permanent exclusion or required removal under clause 10, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- (a) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- (b) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
- (c) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- (d) you fail or refuse to provide us at any time with information we require under clause 16.16 to verify to our satisfaction: your identity; your child's right to enter and study in the United Kingdom; the legitimate source of funds you are using to pay the fees; that you are not subject to any sanctions; or, in light of the information you do provide (if any), we are not satisfied that it properly and accurately verifies any of the foregoing. Instead of ending this contract, we may otherwise refuse to allow your child to attend the School until the relevant satisfactory information has been provided;
- (e) you (or either of you):
 - (i) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - (ii) repeatedly or persistently fail to pay the fees when they fall due for payment;
 - (iii) are otherwise unable to pay your debts as they fall due;
 - (iv) are the subject of a bankruptcy petition or order;
 - (v) you enter into an individual voluntary arrangement; or
 - (vi) you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

14.2 *Your rights to end the contract.* You may end this contract at any time by notice in writing to the School if:

- (a) you have a legal right to end the contract because of something we have done wrong; or

(b) the Foundation becomes insolvent or goes into liquidation or receivership or administrative receivership for any reason.

14.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling. This may be at the end of the Fifth Form/Year 11 if your child does not meet any requirements imposed under clause 8.1 for entry to the sixth form.

14.4 *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

15. Communications between you and the School

15.1 *Notices must be in writing.* When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

15.2 *We will use the contact details held by the School to contact you.* Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**

15.3 *How to provide written notice to the School.* Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

- (a) sent by email to the School;
- (b) delivered by hand to the School;
- (c) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- (d) otherwise sent to the School's address by first or second-class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 4.1, 5.1, 5.3, 5.5, 16.14 or 16.6 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term term) or by the last day of holiday (during a school holiday period) after sending the notice.

16. School fees, supplemental charges and payment

16.1 *What the fees include.* The fees include all the costs we incur in the usual course of educating your child and, if applicable, facilitating our boarding provision, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time.

16.2 *What the fees do not include: supplemental charges.* We refer to any items or services charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as individual music lessons, trips and visits) in which you agree in

advance your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

- 16.3 Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).
- 16.4 Who is responsible for payment. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own.** Each parent who signs the Acceptance Form therefore has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments the School can, in its discretion, choose to seek payment of the full amount outstanding from either parent or both parents. The only exceptions to this are set out in clause 16.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.
- 16.5 How one parent can remove themselves from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a part to this contract. A parent who has signed the Acceptance Form may be removed from their payment responsibility under this contract with the School by submitting a term's notice but that person must have obtained the prior written consent of both the School and the other parent who has signed the Acceptance Form before submitting such notice. Separately, the School may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- 16.6 How bursary and scholarship awards are treated. If your child has been awarded a scholarship and/or bursary which includes financial assistance (e.g., by way of fee remission), your responsibility will be to pay for the amount of fees due after taking account of that award. An award which includes financial assistance may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School without the benefit of the financial assistance.

16.7 How the fees are charged and payment requirements. The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's fees fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under clause 16.4 above). The fees must be paid in full on or before the first day of the term to which the invoice relates unless a direct debit arrangement is in place. **We may not allow your child to attend the School if you do not pay on time.**

The Foundation may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the Foundation and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid in not more than four (4) instalments (unless otherwise agreed in writing by the Foundation) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice).

16.8 Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice. All such supplemental charges must be paid in full by direct debit or direct bank transfer on or before the first day of the then forthcoming term.

16.9 Non-payment of fees: refusal to attend school. **We may refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's Tier 4/ student visa (if applicable) while fees remain unpaid or if there is a persistent failure by you to pay the fees on time. This applies in addition to our right to terminate this contract under clause 14.**

16.10 Non-payment of supplemental charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity or receive the relevant service, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**

16.11 We can charge interest if you pay late. If you do not make any payment to the School or Foundation by the due date for payment (see clauses 16.7 and 16.8 above) we may charge interest to you on the overdue amount at the rate of 1 per cent a year above the base rate from time to time of the Foundation's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the interest together with the overdue amount.

16.12 We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs).

16.13 We can notify other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

- 16.14 *Our ability to increase the fees.* We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the fees are to increase at the start of the autumn term, we will notify you before the end of the preceding spring term. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under clause 5.1 above.
- 16.15 *Fees and supplemental charges will not be reduced due to your child's absence.* Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- 16.16 *Information on your identity and the source of funds.* From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- (a) your identity;
 - (b) your child's identity;
 - (c) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - (d) your child's right to enter, live and study in the United Kingdom; and
 - (e) the legitimate source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for.

- 16.17 *Allocation of payments to your fees account.* Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any child of yours at the School.
- 16.18 *How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School.* Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer that lump sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

17. Events outside of our, or your, control

- 17.1 What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this clause 17 we shall refer to such events outside of our/your control as an "event".
- 17.2 What happens if we are affected by an event outside of our control!. If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- 17.3 Events lasting more than six months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- 17.4 What happens if your child is affected by an event outside of your control. Subject to clause 16.15 (which means that you are entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (a) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
 - (b) in circumstances where, following the efforts made and steps taken under (a) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
 - (c) if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at school or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

18. The law that applies to this contract and where legal proceedings may be brought

18.1 The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

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

19. Changes to these terms and conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.