



Est. 1919

BRAMBLETYE

Terms and Conditions

A Introduction and Terminology

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

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". When we do use these words, it means that the examples that are 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.

2 **"We" or "Our" or "Us" or "Brambletye School" or "Brambletye" or the "School"** means Brambletye School Trust Limited as now or in the future constituted (and any successor). Brambletye School Trust Limited is a legal entity and constituted as a charitable company limited by guarantee registered in England and Wales. Our company registration number is 957506, our charity registration number is 307003 and our registered office is at Lewes Road, East Grinstead, West Sussex, RH19 3PD.

3 **"School Governors" or "Governing Body" or the "Governors"** means the Governors, Trustees or Directors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.

4 The **"Head"** means the person appointed by the Governors of the School 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

5 **"You" or the "Parents"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at

the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

6 The **"Pupil" or "Child"** is the child named on the Acceptance Form.

7 **"School Rules"** means the body of rules, procedures or policies of the School 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.

8 **"Term"** means a term of the School as notified to parents from time to time.

B Admission and Entry to the School

9 **Equal treatment:** The School is a mainstream, preparatory boarding and day School for boys and girls aged from 2½ to 13 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 the Equality Act 2010 (and any subsequent legislation) in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

10 **Registration:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable registration fee paid.

11 **Offer of a Place, Acceptance and Admission:** An

offer of a place for your child at the School is subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. Once an offer of a place has been made, you can accept it by submitting the duly completed Acceptance Form and paying the deposit. "Admission" occurs when Parents accept the offer of a place. Before accepting the offer of a place, parents receive a copy of the fees list. Parents also have an opportunity, on request, to see any of the other documents referred to in these terms and conditions. "Entry" is the date when your child attends the School for the first time as a pupil under this contract and he or she remains a pupil until the end of his or her preparatory schooling, i.e. to the end of year 8, subject to these terms and conditions.

- 12 **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 credited without interest to the final payment of the fees or other sums due to the School on your child leaving but only once your child completes the 'Early Years' stage of their education (Reception) or upon leaving the school at a later date. If your child joins the nursery and leaves before completing the 'Early Years' stage of their education (reception), the deposit will not be refunded unless there are extenuating circumstances as agreed by the School.

If your child does not take up their place at the School, the deposit is not refundable. The limited exception to this is where 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. See also clause 70 below.

- 13 **Deposit for overseas pupils:** For reasons of administration, the right is reserved to require payment of the equivalent of up to a full term's boarding fees as a deposit in the case of a pupil whose normal residence is outside the United Kingdom.
- 14 **Parents' obligations:** In order to fulfil our obligations under this contract and to maintain a constructive 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.

You must co-operate with the School and School staff in good faith, including by: maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract); encouraging your child in his or her

studies, and giving appropriate support at home; 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 for your child); 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; providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and attending meetings and keeping in touch with the School where your child's interests so require.

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 decisions regarding your child are concerned. Accordingly, except under Clause 66 below, you (and each of you) accept that the School is entitled to treat (unless otherwise notified): any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and any communication from the School to one of you as having been given to both of you.

- 15 **Contact details:** All 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.

C Pastoral Care

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

- 17 **Our commitment:** 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 he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff. 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).

- 18 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff and pupils and between the pupils themselves. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School.
- 19 **Pupil's rights:** The Pupil, if they are of sufficient maturity and understanding, has certain legal rights which the School must observe. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
- 20 **Head's authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.
- 21 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have.
- 22 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence anything which might affect the Pupil's welfare or happiness, or any concerns that you might have about the Pupil's safety. You should also notify the School of any special arrangements that may be required for your child's education or welfare.
- 23 **Leaving School premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules.
- 24 **Residence during term time:** Day pupils are required during term time, at weekends and at half term, to live with a parent, legal guardian or education guardian. Boarders, except when boarding, are required to live with a parent, legal guardian or education guardian during exeat weekends (permitted periods of time away from School) and at half term.
- 25 **Absence of child:** The Head 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.
- 26 **Absence of Parents:** When both parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, you must inform the School immediately in writing and provide the details required by the School as a result, including the name, address and contact details for the 'responsible adult' who will have the care of your child for the period of your absence.
- 27 **Education Guardians:** A pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School do not accept any responsibility during exeat, half term or the School holidays for pupils whose Parents are resident abroad and the Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the School may be able to assist, by providing Parents with the names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.
- 28 **Monitoring your child's email communications, internet use, and use of social media:** The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media and if appropriate, limit or restrict. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- 29 **Contact sports and similar activities:** Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities as part of the normal School and extra-curricular programme which may entail some risk of physical injury.
- 30 **Photographs:** It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the School's promotional material (both published and digital), such as the school magazine, prospectus

and website. The School's Use of Images of Pupils permission form will be sent to you and it is mandatory that you complete and return the form to the School.

- 31 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type. If a parent does not wish their child to make use of parental transport, they must inform the School.
- 32 **Court orders:** 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: your child's living and/or contact arrangements; your child's education, welfare and/or upbringing; and/or the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- 33 **Pupil's personal property:** Pupils are responsible for the security and safe use of all their personal property and for property lent to them by the School.
- 34 **Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at or on the way to and from School or any School activity whilst away from School premises or for the payment of fees due to the absence of your child or closure of the School premises.
- 35 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.
- 36 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. See also Clause 64 below.

D Health and Medical Matters

- 37 **Medical declaration and/or questionnaire:** It is a condition of your child joining and remaining at the School that you complete and submit to the School a medical declaration and/or questionnaire in respect of your child. You must inform the

School in writing of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether long-term or short-term, including any infections or that they are unable to take part in games or sporting activities. 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. 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 74 below.

- 38 **Medical care:** In order that the best use may be made of the facilities and services provided under the National Health Service, every boarder must be registered on the list of the School Doctor while a pupil at the School. Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time.

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 will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

- 39 **Medical examination:** All new boarding pupils will have a routine medical examination with the School Medical Officer (or other doctor appointed by him), usually during the first term at the School.
- 40 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School.
- 41 **Medical information:** Throughout the Pupil's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.

- 42 **Urgent or emergency medical attention:** If your child requires urgent medical attention while under the School's care, we will if practicable try to contact you to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment

recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

E Educational Matters

43 **Our commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.

44 **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's form tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

45 **Progress and reports:** We will monitor your child's progress at the School and produce regular written reports. Information supplied to Parents concerning the progress and character of the Pupil, and about examination and further education will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense.

46 **Learning difficulties:** Parents must notify the Head in writing if they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a pupil's needs. Remedial teaching provided by the School will be charged as an extra when the School can provide adequately for a pupil's learning difficulties.

47 **PSHEE:** All pupils will receive health and life skills education appropriate to their age in accordance

with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

48 **Moving up the School:** It is assumed that each pupil who satisfies the relevant criteria at the time of entry will progress through the School one year at a time and will ultimately complete Year 8. Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may not progress to the next stage of the School.

49 **Intellectual property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School shall recognise any intellectual property rights created, generated or owned by or vested in your child.

50 **Pupil's original work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil.

51 **Educational visits:** A variety of educational visits will be provided for your child while a pupil at the School. The cost of some educational visits will be charged as an extra and added to the invoice. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the invoice.

F Behaviour and Discipline

52 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, and regime and

will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

- 53 **Compliance with the School Rules:** It is a condition of remaining at the School that you and your child comply with the School Rules at all times.
- 54 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform.
- 55 **School discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 56 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances.
- 57 **Procedural fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- 58 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 59 **Misuse of substances or drugs:** If involvement with any substance or drugs which may be harmful to health is suspected, the Pupil will be subject to the School's disciplinary procedures. The school may undertake a sample or test provided as part of any investigation into the misuse of substances

or drugs in these circumstances in accordance with the School's policy. Any relevant policy has been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.

- 60 **Suspension and Exclusion:** The Head may suspend (sent or released home for a limited period) or, in serious or persistent cases, exclude (required to leave permanently) 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 the suspension or exclusion is in the School's best interests or those of your child or other children.

The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion 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. See clause 81 relating to fees after exclusion.

- 61 **Removal in other circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, or from boarding, if, after consultation with the Pupil and/or Parent, the Head is of the opinion 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, for example where we have cancelled this contract under Clause 74 below; or b) your child's attendance, conduct or progress is unsatisfactory or your child is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School 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. In these circumstances, you may be permitted to withdraw your child as an alternative to exclusion being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. See clause 82 relating to fees following removal.
- 62 **Leaving status:** Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School. The expression "leaving status" has reference to how your child has left the School, i.e. expelled, removed or withdrawn, and to the

record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.

- 63 **Review procedure:** You are entitled to have any disciplinary matters or decisions taken by the School and/or Head within this section reviewed. The Head will advise you of the policy and procedure (current at that time) under which such a review will be conducted.
- 64 **Complaints procedures:** 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 or Policy. A copy of the most up-to-date version of the Complaints Procedure or Policy is available from the School at any time upon request. It does not form part of the contract between you and the School. Every reasonable complaint shall receive fair and proper consideration and a timely response.

G Notice Requirements

- 65 **Meaning:** this section sets out what period of notice we require from you if you wish to withdraw your child from the School, change the nature of your child's place at the School, or remove your child from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "fees in lieu of notice". The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

Withdrawal part-way through a term does not reduce the amount you owe to 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 part-way through a term.

- 66 **Notice to withdraw your child from the School:** If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of year 8), you must either give us a clear term's written notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given and not limited to the parental contribution in the case of a scholarship, bursary or other award or concession. 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 tell us in writing that you wish to withdraw your child before the first day of the preceding summer term (i.e. the final term of the preceding academic year). A notice of withdrawal 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). Notice should be addressed to and received by the Head personally or signed for by the Head's secretary or the Bursar on the Head's behalf.
- 67 **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 boarding to a day-boarding place you must either give half a term's notice or pay to the School the difference between the boarding and the day or day-boarding fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- 68 **Notice to withdraw your child from participating in an activity covered by a supplemental charge:** If you wish to withdraw your child from an activity charged for as supplemental (i.e. extra tuition or after school activity), 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 in which your child has ceased to participate.
- 69 **Provisional notice** is valid only for the term in which it is given and only when written and addressed to and received by the Head personally or signed for by the Head's secretary or the Bursar on the Head's behalf.
- 70 **Cancelling or withdrawing your acceptance of a place before your child joins the School:** The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their

decisions about their childrens' schooling as it means we are less likely to fill the place. This is why we require the period of notice referred to in these terms and conditions for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

If you wish to withdraw your acceptance of a place before your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place before the first day of the preceding summer term (i.e. the final term of the previous academic year).

If you provide the above period of notice (before the first day of the term immediately preceding the term in which your child was due to start), you will lose the deposit (subject to repayment under Clause 12 above if the resulting vacancy is actually filled by the School) but no further fees will be payable.

If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (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 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) 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. Cases of serious illness or genuine hardship may receive special consideration on written request.

- 71 **Withdrawal by Parents:** If the Pupil is excluded for more than twenty-eight days for non-payment of Fees (see also clause 79 below), Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question.
- 72 **Prior consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
- 73 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 74 **Termination by the School:** The School may terminate this agreement at any time without any

obligation to return any deposit or fees paid to you, if: (i) you do not make a payment to us when it is due in line with section H below; (ii) 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); (iii) you fail or refuse to complete and submit to the School a medical declaration or questionnaire in respect of your child (see clause 37) and/or you fail or refuse to notify the School when you are absent (see clause 26); (iv) you (or either of you) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or you enter into an individual voluntary arrangement; or (v) 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.

- 75 **When the relevant amount in lieu of notice must be paid:** If fees in lieu of notice are due in line with any clause in these terms and conditions, the appropriate amount of fees in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

H Fees

- 76 **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request. Fees also include fees or charges for extra tuition and other extras such as clothing and equipment, photographs and other items ordered by the Parents or the Pupil and charges arising in respect of educational visits, and damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred.

77 **Payment:** Each person 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 person who signs the Acceptance Form therefore has an individual responsibility to ensure that, 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 to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out immediately below.

A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person must obtain the prior written consent of both the School and the other person who has signed the Acceptance Form. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with the above unless and until the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges.

Parents undertake to pay the Fees applicable in each School year. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term. Each term's fees and supplementary charges will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees as set out immediately above). The fees and supplementary charges must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. We may not allow your child to attend the School if you do not pay on time. If one or more items on the bill are under query, the balance of the bill must be paid.

78 **Refund/Waiver:** Fees will not be reduced, refunded or waived as a result of absence due to illness; if a term is shortened or a school holiday extended; or if a pupil is released home after examinations or otherwise before the normal end of term (provided that the School remains open to the Pupil and they wish to stay at School during that period); or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in clause 81 and 82 below) would apply if the Pupil is expelled or

removed, i.e. asked to leave. See also Section J for information about the rules on events beyond the control of the parties.

79 **Non-Payment of fees:** We may refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time. Should any supplemental charge for an activity or examination remains unpaid, we may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant examination.

The right is reserved on 3 days' written notice to exclude the Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion and Fees in lieu of notice will be payable in accordance with clause 71.

80 **Late payment:** If you do not make any payment to the School by the due date for payment (see Clause 77 above), we may charge interest to you on the overdue amount at the rate of 4 per cent a year above the base rate from time to time of the School'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 School the interest together with the overdue amount.

You will be responsible for paying the costs and expenses we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in the School's favour).

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

81 **Fees after Exclusion:** Should the Head exercise his or her right under Clause 60 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 (or past terms) in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If your child is excluded, 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 expulsion/required removal will be refunded. All arrears of Fees and any other sum due to the School will be payable

- 82 **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 61, the rules relating to Fees and the Deposit shall be the same as for exclusion (see clause 81 above) save that the Deposit will be refunded in full without interest.
- 83 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
- 84 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 85 **Payment of Fees by a third party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
- 86 **Composition or Fees in Advance (FIA) Schemes** under which a lump sum prepayment for between one and nine years is made by or on behalf of the Parents will be retained in the general funds of the School and be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.

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 such capital sum to meet the fees pursuant to the FIA Terms and Conditions provided that you meet the difference 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. For the avoidance of doubt, 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 clause 77 of these terms and conditions.

- 87 **Scholarships, bursaries and other awards:** If your child has been awarded a scholarship, bursary or other award/concession, your responsibility will be to pay for the amount of fees due after taking account of that award. An award is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. An award 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 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. If your child has been awarded a bursary by the School, any change in your financial circumstances should be notified to the Bursar immediately.
- 88 **Fee increases:** The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the term before the increase is to take effect.
- 89 **Money laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

I **Personal Information: References, Confidentiality and Data Protection**

- 90 **Meaning:** Although there will be circumstances when it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. The law considers that some children will have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent. In most cases, it will not in fact always be necessary or practical for us to obtain consent for every 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 our 'Privacy Notice' which is available on the School's website.
- 91 **Reference:** 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 will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her 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.

92 **General information:** 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 video recordings, both whilst your child is at the School and after he or she has left, for the purposes of: (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you; (ii) promoting the School to prospective pupils/parents; (iii) publicising the School's activities; and (iv) communicating with the school community and the body of former pupils. In respect of (ii), (iii) and (iv), 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 and (where appropriate) the School's social media channels.

You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must: confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and inform the School of any change to you 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 you or your child that has previously been notified to the School, including relevant contact details.

93 **UK Visas and Immigration (UKVI):** As a Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).

94 **Sending information:** We will send information

(for example, school reports) about your child to both of you as a matter of course. Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). 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 data protection law).

95 **Data Protection:** The School will process personal data about you and your child in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded), and other related legislation. We will process such personal data: as set out in this section and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time; in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

J Force Majeure (i.e. circumstances or events outside of our, or your, control)

96 **Meaning:** In these Terms and Conditions, "force majeure" shall mean any cause or event beyond your or our reasonable control, including, by way of example and for the avoidance of doubt, 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, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this section, we shall refer to these as an "event".

97 **Event outside of our control:** If an event beyond our control 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 have no liability and not be responsible in respect of the non-performance of such of its obligations as 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).

If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six 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.

- 98 **Event outside of your control:** In the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of severe ill-health or physical impairment caused by a force majeure, you shall give the School notice in writing of such circumstances and the following provisions shall apply: (i) 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 (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely), and resume the performance of the obligations as soon as reasonably possible; (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School 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 (iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

K General Contractual Matters

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

- 100 **Legal contract:** The Registration Form, Acceptance

Form, the Schedule of Fees, the School Rules, the Fees in Advance 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. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

You may end this contract at any time by notice in writing to the School if: you have a legal right to end the contract because of something we have done wrong; or the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling at the end of year 8.

Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

- 101 **Change:** From time to time it may be necessary to make changes to any aspects of the School during the time your child is a pupil at the School. This could include staff, the premises, facilities and their use, the curriculum and the size and composition of classes, the School Rules, the disciplinary framework, the length of School terms or any other 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)). We will give you notice of any changes that we regard as significant to your child's education.
- 102 **Changes in ownership:** For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.
- 103 **Consumer protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any

other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

or in order to assist the proper delivery of education at the School. The School will, where possible, send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

104 **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership.

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

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

107 **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

108 **Law:** 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.

109 **Rights of enforcement:** 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. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

110 **Variation:** The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons