

**Gad's Hill School
Terms & Conditions**

1. Definitions

(a) In these terms and conditions (and in the Acceptance Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out 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 by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is 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 does not form part of the contract between you and the School. A copy of the procedure is available from the School at any time upon request;

"deposit" means the sum referred to as such in the Acceptance Form (and that is separately set out in the Schedule of Fees);

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

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

"Head" means the Headmaster or person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" 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 or at any time upon request;

"Cooling-off period" means a period of 14 calendar days following the return of the acceptance form and deposit to the school.

"Financial Scholarship/Bursary" means a scholarship or bursary awarded to a child and which includes a discount on their school fees.

"Honorary Scholarship/Award" means a scholarship or award made to a child in recognition of their academic progress/achievements but which does not include any discount on school fees.

"School Rules" means the rules, policies and procedures 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 and management of the School. A copy of the current version of the rules, policies and procedures is available on the school information system and to which pupils and parents have access. Parents will be given notice of subsequent amendments to the rules from time to time;

"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 preceding the term to which the notice relates;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below or its duly authorised representative (as the context requires); and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a parent of the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form (and "**your**" shall be construed accordingly).

Use of the word "**including**" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

(b) The **Acceptance Form**, the **Schedule of Fees**, the **School Rules**, 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 a contract (the "**contract**") between you and Gad's hill School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

(a) An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit.

(b) The deposit is not refundable if your child does not take up a place at the School. 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's leaving.

(c) **If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you must give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If you returned your acceptance form after the first day of term preceding the term in which your child was due to start and you wish to withdraw your acceptance of a place then you must give written notice within the cooling-off period.**

If such notice is received within the cooling-off period then any deposit paid will be refunded nor will fees-in-lieu of notice be due.

If such notice is received by the School by the first day of the term immediately preceding the term in which your child was due to start then the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. However, if such notice is received after that date (or if no notice is received at all) a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

3. School Fees

(a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as may otherwise be outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.

(b) Any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In addition (and by way of further example), 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.

(c) (i) **Each of you who has signed the Acceptance Form is liable for the whole of the fees due and any and all supplemental charges.** And, each of you remains liable to the School for the whole of the fees and supplemental charges due 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 (or any part of them).

(ii) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.

[(iii)] If your child has been awarded a financial scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. 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 or behaviour no longer merits the continuation of the award, but 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, for academic or other reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the notice of withdrawal of a financial scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable.

(d) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3(c)(i) above). The fees must be paid in full either by cheque, card payment or by direct bank transfer on or before the first day of the term to which the invoice relates.

The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School so agrees in relation to any term's fees then the School and those liable for those fees will agree separately in writing the amount of each term's fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. In such circumstances and in any event, the agreed amount for each term is to be paid by direct debit by twelve monthly instalments by Direct Debit (DD) over the period 1st August until 31st July (unless otherwise agreed in writing by the School). The School shall issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's fees.

(e) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full within 28 calendar days of the date of invoice.

(f) (i) **We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees and/or supplemental charges.**

(ii) We may make an interest charge of 3 per cent per annum above the base rate for the time being of the School's bank on any late payments. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount.

[(iii)] [Unless we expressly agree otherwise in writing with you, if we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour) in recovering or attempting to recover fees or any supplemental charges from you (or either of you) that have not been paid in accordance with the terms of this contract, then you shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).]

[(iv)] You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

[(g)] The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.

(h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

(i) Without limiting the effect of the earlier provisions of this Clause 3, where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (such that you have made a 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 shall 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 shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.

(j) Late Payment of Fees / Disbursements

- a. If fees remain unpaid after 21 days of the start of term (or 21 days following a missed Direct Debit) then the pupil(s) concerned will be temporarily excluded from school until such time as any outstanding fees are paid. If fees remain unpaid after a further 28 days then exclusion will become permanent and the child(ren) will be removed from the school roll.
- b. Should a Direct-Debit payment be missed or returned then a card payment for the outstanding amount must be made within 21 days and prior to the next Direct Debit being due. Two missed Direct Debit payments in any one term will result in fees for that term being immediately due and the facility for payment by Direct Debit being withdrawn.

- c. If fees and disbursements for the previous academic year remain unpaid at the start of the following academic year then the child(ren) will not be permitted to return to school (temporarily excluded) until the outstanding fees/disbursements are paid. If the outstanding amounts remain unpaid after a further 28 days then the exclusion will become permanent and the child (ren) removed from the school roll.
- d. If parents have a query about a particular disbursement (lunches, trips, activities etc.) this should be raised at the earliest opportunity with the teacher in-charge or bursary. All other fees and disbursement costs must be paid within the timescale stipulated by the school above. The queried item will be investigated. At the conclusion of the investigation full or revised payment for that item must be made within fourteen (14) days or a credit note will be issued.

4. Notice Requirements

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date at the end of the child's GCSE year), you shall either give notice on or before the first day of the term you intend to be the child's final term at Gad's. Or, you shall pay to the School a full 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.**
- (b) In cases under (a) above, the appropriate sum in lieu of notice will become due and owing to the School 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.
- (c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half-term's notice to that effect or shall pay to the School as a debt a half-term's charges for the activity in which your child has ceased to participate.
- (e) 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.**

5. School Rules

- (a) It is a condition of remaining at the School that your child complies with the School Rules. In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as may be issued by the School from time to time (if not already included within the School Rules).
- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.
- (d) 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 a pupil who leaves School premises in breach of School Rules and Regulations.
- (e) Photographs/Use of Images: Occasionally we may take photographs of the children. We

may use these images in our publicity, School prospectus, other publications or website. We may also use video, web-cam recordings for school-to-school conference monitoring or other educational use. We may be visited by the media or submit media releases including photographs of high profile events. Pupils may appear in these stories or images which may appear in local or national newspapers, websites or television news. Pupils will take part in drama and music productions or sports events or other activities to which parents will be invited to attend and may wish to photograph or video.

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

6. **Suspension, Exclusion and Required Removal**

(a) The Head may in his or her discretion suspend or, in serious or persistent cases, expel your child from the School if the Head reasonably 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.

(b) The Head may in his or her discretion require you to remove your child from the School if the Head reasonably considers that:

(i) 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 well-being 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; or

[(ii)] 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.

(c) Should the Head exercise his or her right under either Clause 6(a) or Clause 6(b)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and, in such instances pursuant to those Clauses where your child is expelled or you are required to remove your child from the School, the deposit will be forfeited. If your child is expelled from the School fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 6(b)(ii) then fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

(d) 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 the pupil's record at the School may be taken into account.

(e) You acknowledge that any review of serious disciplinary matters or decisions taken by the School and/or Head under this Clause 6 shall be governed by the Complaints Procedure.

7. **The School's Obligations**

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her Secondary schooling.
- (b) While your child remains a pupil of the School, we undertake to 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.
- (c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).
- (e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or 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), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.
- (f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (g) Religious observance at the School shall be conducted in accordance with the School Rules.
- (h) In order to fulfil our obligations, we, the Head and School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.

8. The Parents' Obligations

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

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.

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.

Investigative Action: A complaint or rumour of misconduct will be investigated. A pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.

(a) In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this Clause 8), you undertake to co-operate with the School and School staff in good faith, and including in particular by:

(i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);

(ii) encouraging your child in his or her studies, and giving appropriate support at home;

(iii) 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) and ensure 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;

(iv) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and

(v) attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. 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 undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances we shall endeavour 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).

(c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to 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 that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any 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; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof). It is also a condition of your child's joining 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 in respect of your child which, amongst other things, will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.

(d) 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, subject only to Clause 8(e) below, you (and each of you) accept that the School is entitled to treat:

(i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

(ii) any communication from the School to one of you as having been given to both of you.

(e) A notice of withdrawal of your child served under this contract (ie, under any of Clauses 2(c), 3(c)(iii), - 3(g), or 4(a)) 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).

(f) The Head must be informed 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. If at any time during your child's time at the School you (and each of you as the holders of parental responsibility for your child) will not be in the United Kingdom at any time or you (or either of you) will otherwise be absent for a period of longer than three (3) consecutive school days then you must inform the School in writing and provide the details reasonably required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

(g) 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 and otherwise under the supervision of a member of the School staff.

(h) 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 delay. Complaints should be made in accordance with the School's Complaints Procedure.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises.

10. References, Confidentiality and Data Protection

(a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall 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 liable for any loss you are 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.

(b) You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, 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; (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), the School's website(s) [and (where appropriate) the School's social media channels].

(c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, 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 (or relating to) you or your child that has previously been notified to the School, including relevant contact details. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system, 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 notwithstanding whether we actually sponsor your child or not).

(d) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall 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 Act 1998).

(e) The School will process personal data about you and your child in accordance with the Data Protection Act 1998. You consent to us processing such personal data: (i) as set out in this clause 10, and in the School's '*Data Protection Policy*' which is available on the School Information System as may be amended from time to time; (ii) in order to comply with any court order or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

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

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, inspection 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. Pupil's work may have to be retained to for school inspection purposes. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.

12. **Changes in Ownership etc**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. **Cancellation**

(a) The School shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract: (i) failure to pay any fees or supplemental charges on time on more than one occasion; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to require you to remove your child from the School under Clause 6(b)(i) of this contract; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this contract (including pursuant to the School Rules); (iv) a serious misrepresentation of facts or circumstances or withholding of information 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/they are not); and (v) [failure or refusal to complete and submit to the School a medical questionnaire in respect of your child].

(b) (i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall 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 enter into an individual voluntary arrangement.

(ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14. **Force Majeure (ie, circumstances beyond our control)**

(a) In this contract "**force majeure**" shall mean any cause beyond a party's 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).

(b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure and subject to Clause 14(c), the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

(c) If the School is wholly unable to perform its obligations under this contract for one of the reasons listed in for a continuous period of more than twenty eight (28) consecutive days, you shall not be liable to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:

(i) have already been paid, then you shall be entitled to be reimbursed such proportion of the fees; or

(ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be liable to pay such proportion of the fees.

If (ii) above applies, then the balance of the fees for the term affected shall be due and owing on the date when the School resumes performance of its obligations under this contract.]

[(d)] If the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater 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 cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

[(e)] Subject to Clause 3(h), if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

(i) you shall, in consultation and cooperation with the School, use all reasonable endeavours to: mitigate the effect of the force majeure in order to continue to perform the 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;

(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 liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and

(iii) in the event of the force majeure continuing 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 (6) 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.

15. **Communications**

(a) All notices required to be given under these terms and conditions must be given in writing.

(b) 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 undertake to notify the School of any change of address(es) or other contact details.

(c) Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either: (i) delivered by hand to the School; (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or (iii) 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 notices you may wish to serve under any of Clauses 2(c), 3(c)(iii), 3(g), 4(a), 4(b) or 4(d) of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.**

(d) Progress Reports. The School monitors the progress of each Pupil and reports regularly to Parents by means of termly assessment reports.

16. **Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

17. **Jurisdiction and Governing Law**

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

18. **Variations**

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 tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

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.

Notes:

[1] Parental responsibility is defined in the Children Act 1989 as "all the rights, duties, powers and responsibilities and authority which by law a parent of a child has in relation to the child and his or her property". It equates to legal responsibility for the child. If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice.

Final version 28/8/15