

BRUERN ABBEY

PREP & SENIOR SCHOOL

Terms and Conditions

1. Introduction

Terms and Conditions These terms and conditions reflect the custom and practice of independent schools for many generations and, together with the offer letter, the conditions of award if applicable, acceptance form, school rules and the fees list, they form the basis of a legally binding contract between the Parents and the School for the provision of educational services.

- 1.1. Variations: these terms and conditions, the Conditions of Award, School Rules and the Fees List are subject to change from time to time.
- 1.2. Admissions publications and website The School's admission publications and website are not contractual documents. Please see clause 12.7 below for further information. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School on request.
- 1.3. Fees and notice The rules concerning fees and notice are of particular importance and are set out at Sections 4 and 5 below.
- 1.4. Managing Change Bruern Abbey School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 12 below for further details of the changes that may be made and the consultation and notice procedures that will apply.

2. Terminology

- 2.1. The School or We or Us means Bruern Abbey School as now in the future constituted (and any successor).
- 2.2. Education Directors means the Directors of the School who are appointed from time to time and who are responsible for governance of the School.
- 2.3. The Headmaster means the person appointed by the Education Directors to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated.
- 2.4. The Parents or You means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 12.2 below.
- 2.5. Parental Responsibility Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.
- 2.6. The Pupil means the child of whatever age named on the Acceptance Form admitted by the School to be educated. The age of the Pupil will be calculated in accordance with British custom.
- 2.7. Guardian or Education Guardian means a legal guardian who can fulfill the parental role and carry out parental responsibilities in the absence of the parent.
- 2.8. Deposit means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in our Admissions policy);
- 2.9. School Rules means the rules of the School, as described as 'the 'Code of Conduct'. These rules 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.

3. Admission and Entry to the School

- 3.1. Registration and Admission Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

- 3.2. Equality The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 3.3. Offer of a place, acceptance and deposit Admission will be subject to the availability of a place and the Parents and the Pupil satisfying the admission requirements of the time. Admission occurs when the Parents accept the offer of a place by completing, signing and returning the Acceptance Form, and paying the Deposit as shown in our Admissions policy for the relevant year. The Deposit will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on the Pupil leaving, unless otherwise stated in these Terms and Conditions or unless the Parents wish to donate the Deposit to the School's development fund. Until credited, the Deposit will form part of the general funds of the School.
- 3.4. Overseas Pupils For reasons of administration, the School reserves the right to require payment of an additional Deposit known as the Additional Deposit (as shown in the Admissions Policy for the relevant year), in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Deposit to the School's development fund. Overseas pupils cannot be accepted into the School on the first day of their first Term without the adequate provision of a Guardian (a separate guardian agreement must be signed in advance of a boarder joining the school). See also clause 7.12
- 3.5. Immigration The School is currently a registered UK Border Agency sponsor. Parents must inform the Headmaster when returning a completed Registration form, or at any other time, if the Pupil requires sponsorship from the School in order to obtain a visa to study at the School. Where the Pupil is sponsored by the School for immigration purposes the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a sponsor, including passport, visa, vignette and/or biometric resident permit of the Pupil and, where necessary, the Parents. It shall be the Parents' responsibility at all times to ensure that the Pupil has the appropriate immigration permission to reside in the United Kingdom and to study at this School. See also clause 5.16.

4. Fees and Extras

- 4.1. All the costs incurred in the usual course of the tuition by the School of a child shall be met by the fees unless otherwise notified by the School and will be subject to VAT
- 4.1.1 All costs incurred in the provision of care for children of below compulsory school age are exempt from VAT
- 4.1.2 Any charges for boarding and associated items will be subject to VAT
- 4.1.3 Necessary educational material for the direct use and consumption of pupils are identified and charged as a separate item exempt from VAT
- 4.1.4 Lunch is a separate supply and exempt from VAT; in the event a pupil brings an externally sourced lunch to school an administration fee of £200 per term will be charged, this will be subject to VAT and the relevant school policies. Where the school policies are not followed the school reserves the right to charge a daily fee of £8 for the ad hoc provision of an appropriate meal.
- 4.1.5 Where before or after school care and supervision, and holiday care is charged as a separate item it is exempt from VAT, the elements of care and supervision incorporated into the standard school day are subject to VAT
- 4.1.6 Any private music lessons charged for by a peripatetic teacher, use of the School bus service or trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly, and are exempt from VAT.
- 4.1.7 All public examination charges will be charged separately and are exempt from VAT
- 4.1.8 Any clubs run by an external provider will be charged separately and will be subject to VAT
- 4.1.9 The cost of provision for special educational needs of your child shall be charged as supplemental to the fees, where these are provided by a third party through and agency agreement or paid directly to the provider this will be exempt from VAT. Where the charge is related to a service provided directly by the school this will be subject to VAT.

- 4.2. Payment of fees The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the term to which they relate. If an item on the bill is under query, the balance of the bill must be paid.
- 4.3. Payment of Fees by a third party An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility or third party credit provider) 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 by the School. The School reserves the right to refuse a payment from a third party.
- 4.4. Recovery of unpaid fees Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the School and the Parents, the School reserves the right to charge simple interest charged on a day to day basis on Fees which remain unpaid (currently 1.5% per month). The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees.
- 4.5. Indemnity The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.
- 4.6. Exclusion for non-payment The School reserves the right to exclude a Pupil from the School on three day's written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will then be payable in accordance with Section 5. Exclusion on these grounds is not a disciplinary matter and the right to appeal to the Education Directors will not normally arise. The School may also withhold any information, character references or property while Fees remain overdue 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.
- 4.7. Refund or waiver of Fees Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, Fees will not be reduced, refunded or waived if (including the cost of lunches):
- 4.7.1. the Pupil is absent through illness; or
 - 4.7.2. a Term is shortened or a vacation extended; or
 - 4.7.3. the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.7.4. the School is temporarily closed due to adverse weather conditions; or
 - 4.7.5. for any reason other than exceptionally and, at the sole discretion of the Headmaster, in a case of genuine hardship. See also Section 11 for information about events beyond the control of the parties.
- 4.8. Part Payment Any sum tendered in respect of Fees 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.
- 4.9. Appropriation Save where the Parents expressly state the contrary, the School shall allocate payments to the earliest balance on the Fees account. You agree that a payment of Fees made in respect of one child may be appropriated by the School to the unpaid account of any other of your children.
- 4.10. Installment arrangements An agreement by the School to accept payment of current and/or past and/or future Fees by installments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any installment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the installment agreement or the invoice shall prevail.
- 4.11. Composition scheme Any arrangements under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.12. Scholarships and Awards An award may be withdrawn with immediate effect if, in the opinion of the Headmaster, the Pupil'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. The Parents accept that the Sixth Form is a two year programme of study. If the Pupil receives an award for the sixth form he/she is expected to complete Year 13 at the School. The Parents may be required to repay part or all of the value of an award made for the Sixth Form if the Pupil is withdrawn before the completion of Year 13. The conditions on which awards are offered and accepted will be notified to the Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any other concession is calculated or assessed.
- 4.13. Fee increases Fees are reviewed annually and are subject to increase. We will try to give at least a term's notice of any increase and will always give you notice of any increase not later than the final day of the preceding term. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of notice, and the Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 4.14. Information about Fees The Parents consent to the School making enquiries of the Pupil's previous schools

for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

4.15. Money Laundering Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as having sight of a passport) of the identity of a person who is paying Fees.

5. Provisions about Notice

5.1. Term means the period between and including the first and last days of the relevant School term.

5.2. Notice means (unless the contrary is stated in these Terms and Conditions) a term's written notice given by:

5.2.1. both Parents; or

5.2.2. one of the Parents with the prior written consent of the other Parent; and

5.2.3. any other person with Parental Responsibility

before the first day of the Term addressed to and actually received by the Headmaster personally. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

5.3. A Term's Written Notice means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

5.3.1. the Parents wish to cancel a place after acceptance (including for Sixth Form); or

5.3.2. the Parents wish to withdraw the Pupil who has entered the School; or

5.3.3. the Pupil wishes to transfer from boarding to day attendance or vice versa (a change from boarding to day status will be at the discretion of the Headmaster). If a pupil has been a boarder for the Autumn and Spring Terms, the same fees will be applicable for the Summer Term irrespective of whether there is a change of status to a lower charge category.

5.4. Extra subjects/activities The Parents accept that, as payment has to be made to the teachers concerned, subjects/activities may only be terminated at the end of a Term, for which a half of one Term's notice in writing is required or a Term's fees for the extra subject / activity will become payable. The Pupil may not negotiate withdrawal.

5.5. Fees in lieu of notice In circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of notice means Fees in full, at the rate applicable for the next Term following Withdrawal, and not limited to the parental contribution in the case of a scholarship or other award or concession. One Term's Fees in lieu of notice 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.

5.6. Cancellation means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 3.1 for details of when entry to the School occurs.

5.7. Cancellation rights If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication, without either parent meeting face to face with a member of the School staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro rated if the School has provided any educational services under this agreement.

5.8. Cancelling Acceptance The Cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:

5.8.1. one Term's Fees at the rate payable for the Term of Entry, less the Deposit payable as a debt if less than a Term's Written Notice of Cancellation has been given. The School reserves the right to offset the Additional Deposit, if paid, against the term's Fees; or

5.8.2. the Deposit if more than a Term's Written Notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.

5.9. Cancelling a place offered in the Term before Entry Save where clause 5.8 applies, if the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the Acceptance Form. The Deposit will then be retained by the School. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the term's Fees.

5.10. Withdrawal means the withdrawal of the Pupil from the School by the Parents or the Pupil, with or without Notice required under these terms and conditions, at any time after the Pupil has entered the School. Please see clause 3.1 for details of when Entry to the School occurs. Please see also clause 5.12 and clause 5.13.

- 5.11. Withdrawal by the Parents If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of notice less the Deposit will be immediately due and payable as a debt unless the place is filled immediately and without loss to the School. The School reserves the right to offset the Additional Deposit, if paid, against the term's Fees.
- 5.12. Provisional Notice Provisional notice may be given in circumstances where the Parents may be required to relocate for work purposes at short notice or the Pupil may not meet the criteria for progression into the sixth form. This is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Headmaster personally and is valid only for the Term in which it is given.
- 5.13. Withdrawal by the Pupil The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parent.
- 5.14. Termination by the School with Notice The School may terminate this Agreement on one Term's written notice. The School will not terminate this Agreement without good cause and full consultation with Parents and the Pupil (where appropriate) will take place before a decision is taken to terminate. The Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees.
- 5.15. Termination by the School without Notice The School may terminate this Agreement immediately if:
- 5.15.1. the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School; or
 - 5.15.2. the Parents fail to disclose information required by the School or make a declaration on the acceptance form which is untrue; or
 - 5.15.3. the Pupil by reason of a medical condition and in the professional opinion of the School Doctor is unable to continue his/her studies at the School.

6. Educational Matters

- 6.1. Provision of Education The School 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. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 6.2. Organisation We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headmaster, is most appropriate to the School community as a whole. The School's policy on streaming, setting and class sizes may change from year to year and from time to time. We will endeavour to give you a Term's notice of significant changes in policy likely to materially affect the School community. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor or form teacher, or any other appropriate member of staff, as soon as possible, or contact the Headmaster in the case of a matter of serious concern.
- 6.3. Progress Reports The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of written reports and parents meetings.
- 6.4. Sex Education The Pupil will receive health and life skills education appropriate to his/her age, in accordance with the curriculum from time to time, unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- 6.5. Public Examinations The Headmaster may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, when exercising professional judgment, the Headmaster considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence; for example, because the Pupil has not worked or revised in accordance with advice or instruction from his/her teachers.
- 6.6. Reports and References Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references, shall be given conscientiously and with due care and skill but otherwise without liability on the part of the School.
- 6.7. Learning Difficulties The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a 'special education need'. The School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties. If the Pupil is suspected of having a learning difficulty the School will alert the Parents and ask them to arrange for an appropriately qualified practitioner to conduct an assessment.
- 6.8. Information about Learning Difficulties The Parents must notify the Headmaster in writing if they are aware or suspect that the Pupil (or anyone in his/her immediate family) has a learning difficulty and must provide the School with copies of all written reports and other relevant information. The Parents will be asked to

withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Headmaster and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching.

- 6.9. Moving up the School Subject to these terms and conditions, the Pupil is expected to progress through the School and ultimately complete Year 13. The School shall not be obliged to permit the Pupil to enter the next stage of the School unless satisfied that it is appropriate to do so, having regard to his/her academic attainments, conduct and all other relevant circumstances. The Parents will be consulted in good time if there is any reason why the Pupil may be refused a place at the next stage of the School. All current pupils seeking to progress into the Sixth Form are required to apply for the offer of a place in Year 11, prior to starting the Sixth Form. A Firm offer will be made in line with our admissions policy, and our standard terms and conditions will apply (Please see also clause 5.3 and clause 5.6-5.9). Other than for entry into the Sixth Form (at the conclusion of Year 11), if you do not wish the Pupil to proceed to the next stage of the School, you must give notice in accordance with the Provisions in Section 5 or a term's Fees in lieu of notice will be payable. This means one Term's Written Notice (i.e. before the start of the Summer term).
- 6.10. School's Intellectual Property The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark (intellectual property) arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in the creation/development of intellectual property.
- 6.11. Pupil's Original Work The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Headmaster, it is appropriate to release the work to the Pupil. 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 control of the Headmaster or staff.
- 6.12. School Trips The School organises a variety of off-site trips. The cost of certain school trips will be charged as an extra and added to the Fees. School trips abroad or those in the United Kingdom involving an overnight stay or hazardous activities will be the subject of a separate agreement with you; the cost of the trip, including extras, may be payable in advance. The Pupil is subject to school discipline in all respects whilst engaged in school trips. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the Fees invoice. The School reserves the right to prevent a Pupil from taking part in educational visits or extra-curricular activities while overdue fees remain unpaid.

7. Pastoral Care

- 7.1. Our Commitment We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
- 7.2. Pupil's rights The Pupil, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with both parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 7.3. Headmaster's authority The Parents authorise the Headmaster to take and/or authorise in good faith all decisions which the Headmaster considers on proper grounds will safeguard and promote the Pupil's welfare.
- 7.4. Ethos The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents, and we expect the same of the Pupil and the Parents in relation to the School or its staff.
- 7.5. Physical contact The Parents give their consent to such physical contact with the Pupil as may accord with good practice; or as may be appropriate and proper for teaching and instruction; or for providing comfort to the Pupil in distress; or to maintain safety and good order; or in connection with the Pupil's health and welfare. The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 7.6. Disclosures The Parents must, as soon as possible, disclose to the School in confidence:

- 7.6.1. any known medical condition, health problem or allergy affecting the Pupil;
- 7.6.2. any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family;
- 7.6.3. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
- 7.6.4. any family circumstances or court order which might affect the Pupil's welfare or happiness;
- 7.6.5. any concerns about the Pupil's safety;
- 7.7. Confidentiality The Parents authorise the Headmaster to override their own and (so far as they are entitled to do so) the Pupil's rights to 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, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of:
- 7.7.1. e-mail;
- 7.7.2. the internet; and
- 7.7.3. mobile electronic devices.
- See also the School Rules and the Acceptable Use Policy for Students' Mobile Devices.
- 7.8. Special precautions The Headmaster needs to be aware of any matters that are relevant to the Pupil's safety and security. The Headmaster must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.
- 7.9. Leaving School premises The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he/she leaves School premises in breach of School Rules. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving the School premises during School hours.
- 7.10. Residence During Term Time The Pupil, except when boarding, is required during term time and at weekends, exeats (bank holidays) and half term, to live with the Parents or a legal guardian, or with an education guardian acceptable to the School. The Headmaster must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a Parent or education guardian, and the school reserves the right to decline such an arrangement if it is felt to be not in the best interests of the pupil.
- 7.11. Absence of Parents When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.
- 7.12. Education Guardians The Parents, if resident outside the United Kingdom, must before Entry appoint for the Pupil 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 requires that a Guardian Agreement is signed and returned notifying the school of the guardian's details and confirming their identity. The School cannot accept responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian 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 the names of other agencies or individuals who currently act as guardians or have acted as guardians in the past. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately, on appointment, provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details, and a new Guardian Agreement be completed and signed by all parties.
- 7.13. Pupil's Personal Property/Insurance The Pupil is responsible for the security and safe use of all his/her personal property including money, watches, electrical devices, musical instruments and sports equipment, and for property lent to him/her by the School. The Pupil is included in an obligatory personal accident insurance scheme, the charge for which is currently included in the Fees.
- 7.14. Photographs or images (including video recordings) By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent as far as is required under data protection law to the School obtaining and using photographs or images (including video recordings) of the Pupil for:
- 7.14.1. use in the School's promotional material such as the prospectus, the website, school app, or social media;
- 7.14.2. press and media purposes;
- 7.14.3. educational purposes as part of the curriculum or extra-curricular activities.

The School may seek specific consent from the Parents before using a photograph or video recording where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 13 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Pupil without the Parents' consent. If the Parents do not wish the Pupil's photograph or image to appear in any of the

School's promotional material they must issue such an instruction to the Headmaster in writing, requesting an acknowledgement of their letter.

- 7.15. Transport The Parents consent to the Pupil traveling 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.
- 7.16. School's 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 the Parents or for loss or damage to property.
- 7.17. Complaints Any questions, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. Complaints should be made in accordance with the School complaints procedure which is available on the School's website or on request from the School office. Every reasonable complaint shall receive fair and proper consideration and a timely response.

8. Health and Medical Matters

- 8.1. Medical Declaration It is a condition of the Pupil joining and remaining at the School that the Parents complete and submit to the School a medical questionnaire in respect of the Pupil. The Parents must inform the School of any health or medical condition, special educational need(s), disability or allergy that the Pupil has or subsequently develops, whether long-term or short-term, including any infections. The Parents must also provide us, whether upon further request by the School or otherwise, with any reports or other materials relevant to any of the same. The Parents shall immediately, on appointment, provide the School with up to date medical details and shall immediately notify the School of any changes to those details.
- 8.2. Medical Care In order that 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. The school has entered into an arrangement with the local doctor's practice for the medical care of boarders. An additional charge is made to boarding fees to cover the cost of this service. Day pupils should continue to be registered with their own GP. The Parents must comply with the School Doctor's recommendations which may include a reasonable decision to release the Pupil home when he/she is unwell.
- 8.3. Medical Examination The Pupil, if a boarder, will have a routine medical examination with the School Doctor (or other doctor appointed by him/her) usually during their first Term at the School.
- 8.4. Medical Information Throughout the Pupil's time as a member of the School, the School's medical team shall have the right to disclose confidential information about the Pupil if it is 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.
- 8.5. Emergency medical treatment If the Pupil requires urgent medical treatment while at the School all reasonable efforts will be made to obtain your prior consent. However, should The School not be able to contact the Parents in time, they hereby authorise the Headmaster to consent, on their behalf, to the Pupil receiving emergency medical treatment including blood transfusions (within the United Kingdom), general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person, as necessary for the Pupil's welfare

9. Behaviour and Discipline

- 9.1. School Regime The Parents accept that the School will be run in accordance with the authorities delegated by the Education Directors to the Headmaster. The Headmaster 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 if the status of the Pupil is at issue.
- 9.2. Conduct and Attendance The School attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant to ensure that the Pupil will take a full part in the activities of the School, will attend school punctually and regularly from the first to the last day of each Term and that the Pupil will work hard, will be well-behaved and will comply with the School Rules and policies including those concerned with the wearing of School uniform and general appearance, as shall be issued from time to time.
- 9.3. School Discipline The Parents accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the 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, and also when boarders are in the company of day pupils at, or away from School premises, or outside School hours.
- 9.4. 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. All reasonable

care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as 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 the Parents, guardian or a teacher of the Pupil's choice.

- 9.5. Procedural Fairness Investigation of a complaint which could lead to permanent exclusion, 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 Headmaster 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).
- 9.6. 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 Headmaster has acquired during an investigation.
- 9.7. Drugs and Alcohol If there are reasonable grounds for suspecting that the Pupil has been using drugs which the School have deemed to be either illegal or banned, the Headmaster, or other members of staff on the Headmaster's behalf, may require the Pupil to submit to testing for drugs by providing a urine or other sample in accordance with procedures approved by a medical practitioner. Similarly the Headmaster, or other members of staff on the Headmaster's behalf, may require a sample of breath if there are reasonable grounds for suspecting the consumption of alcohol in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record. Refusal to submit to such screening may be interpreted as implying culpability. A copy of the School's Drugs and Alcohol Policy is available on the School's website.
- 9.8. Use of the Internet The School reserves the right to monitor the Pupil's email communications and Internet use for the purpose of ensuring compliance with the School Rules. All pupils are expected to sign a contract that details their rights and obligations in this regard.

10. Exclusion or Required Removal of a Pupil

- 10.1. Conduct/Behaviour The Headmaster may in his discretion temporarily exclude or, in serious or persistent cases, permanently exclude the Pupil from the School if the Headmaster considers that the Pupil's conduct or behaviour (including conduct or behaviour outside school) is unsatisfactory in any way, or if the Pupil, in the judgement of the Headmaster, is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, and in the opinion of the Headmaster, such temporary or permanent exclusion is in the School's best interests or those of the Pupil or other pupils.
- 10.2. The School Rules set out examples of offences likely to be punishable by temporary or permanent exclusion (as set out in the school's Behaviour, Rewards and Sanctions policy). These examples are not exhaustive and the Headmaster may decide that temporary or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour.
- 10.3. Required Removal The Headmaster may in his discretion require the Parents to remove the Pupil from the School if he considers that:
- 10.3.1. the Parents have treated the School, members of its staff or any member of the School community unreasonably or if their behaviour affects or is likely to affect adversely the Pupil's or other pupils' progress at the School, the well being of School staff, or is likely to bring the School into disrepute; or
- 10.3.2. there has been a breakdown of trust and confidence between the School and the Parents, which the School considers to be irretrievable to the extent that the contract cannot reasonably continue.
- 10.4. Education Directors Review Parents may ask for an Education Directors' Review of a decision to require the removal of the Pupil from the School or from boarding (but not a decision to temporarily exclude a Pupil unless the suspension is for eleven School days or more, or would prevent the Pupil from taking a public examination). Any such review will be governed by the School's Complaints Procedure.
- 10.5. Attendance on the School Premises The Headmaster may refuse to permit a Parent to enter the School premises if the Headmaster is of the opinion that the Parent's behaviour on School premises is inappropriate or discourteous and suspension or permanent exclusion of the Pupil is not the appropriate sanction in the circumstances.
- 10.6. Fees after exclusion Should the Headmaster exercise his right under 10.1 and 10.3 above, you will not be entitled to any refund or remission of Fees or extras paid or due for the then current Term and (save in the case of temporary exclusion) the Deposit will be forfeited but the Additional Deposit (if paid) will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.
- 10.7. Fees after removal If the Pupil is removed in the circumstances described in clause 10.3 above, the provisions relating to Fees shall be as set out in clause 10.6 save that the Deposit will be refunded without interest less any sums owing to the School.

10.8. Leaving Status The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Permanent Exclusion or Removal.

11. Events beyond the control of the parties

11.1. Force Majeure An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

11.2. Notification If either the School or the Parents is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

11.3. Continued force majeure If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 11.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

11.4. Termination If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 11.2 may terminate this agreement by providing at least three working days' notice in writing to the other party.

12. General Contractual Matters

12.1. Data Protection By signing the Acceptance Form or by agreeing to be bound by these Terms and Conditions, the Parents, on behalf of themselves and so far as they are able on behalf of the Pupil, authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School. See also the School's Data Protection Information Notes.

12.2. Third party rights Only the School and Parents are parties to this agreement. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of this agreement.

12.3. Agencies If an agent/agency is employed by you, the agent/agency must have signed a contract with the School and to have informed the School that it is acting on your behalf before the Pupil commences at the School.

12.4. Change The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and procedures, the disciplinary framework and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

12.5. Consumer protection. If any part of these Terms and Conditions infringes consumer rights laws or any other legal provision, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be a fair and proper interpretation of the original meaning.

12.6. Consultation It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given a Term's notice in writing of a change of policy that would have a significant effect on the Pupil's education or pastoral care; or a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or a change of ownership of the School.

12.7. Representations The School's admissions publications and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, admissions publications and the website are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in admissions publications, the website, or a statement made by a member of staff or a pupil, they should seek written confirmation of that matter before entering into this agreement.

12.8. Communications/Change of Address Communications or instructions from one of the Parents, or any person with Parental Responsibility, shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of Notice for the cancellation of a place or withdrawal of the Pupil from the School. All notices required to be given under these Terms and Conditions must be given in writing. You will notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) shall be sent by the School to your address in our records. Notices that you are required to give under these Terms and conditions must be addressed to the Headmaster and sent to the School's address. If sent by First Class post, notice shall be deemed to have been given on the second day after posting.

12.9. Email communications Parents should supply and authorise email addresses for communication when the Pupil joins the School, and update the School when the contact email address changes. The School will not

accept communications from unauthorised email addresses. It is the Parents' responsibility to ensure that email communications written on their behalf concerning the Pupil are legitimate and have not been falsified by a third party (including the Pupil). A pupil found to have falsified an email on behalf of the Parents will be subject to significant sanctions in accordance with the School Rules.

12.10. Interpretation These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings in these Terms and Conditions, unless required to make sense of the immediate context, are for ease of understanding only and do not form part of these Terms and Conditions.

12.11. Jurisdiction This agreement was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1

Data Protection Information Notes

- 1 The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the processing of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from you or from third parties such as credit reference agencies.
- 4 The School may process different types of information about your child for the purposes set out above. That information may include:
 - 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - 4.2 personal details such as home address, date of birth and next of kin;
 - 4.3 information concerning your child's performance at School, including discipline record, School reports and examination reports;
 - 4.4 financial information including information about the payment of fees at this School or any other school.
- 5 Where, in the professional opinion of the Headmaster, it is deemed necessary we may share information with certain third parties.
- 6 We may, in order to verify your identity and so that we can assess your application for credit in contemplation for the deferment of fees, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.

Schedule 2

Summary of clauses containing financial consequences

- Event Clause
- Offer of a place and deposit 3.3
- Additional deposit 3.4
- Fees after exclusion 10.6
- Fees after removal 10.7
- Fees in lieu of notice 5.5
- Cancellation rights 5.7
- Cancelling acceptance 5.8
- Cancelling a place offered in the term before entry 5.9
- Indemnity 4.5
- Exclusion for non-payment 4.6
- Refund or waiver 4.7

