

# Terms and Conditions

Kindergarten, Pre-Preparatory and Preparatory



ASHLEY MANOR  
PREPARATORY SCHOOL

**What these terms cover.** These are the terms and conditions on which we provide educational services.

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

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If there is anything in these terms which is unclear or you would like to have further explained to you, then please contact the Headmaster to discuss.

## 1. **Definitions**

(a) In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here. Please take note of them.

**"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;

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

**"contract"** has the meaning given in Clause 1(c) below;

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

**"fee"** and **"fees"** includes all the costs incurred in the usual course of the education of your child, including tuition fees, supervision (where applicable and including boarding supervision), any necessary educational materials (including licenses and subscriptions), transport levy, food costs, swimming, voluntary building funds and assessment charges;

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

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

**"offer letter"** means the letter sent to you offering a place at the School for your child;

**"Schedule of Fees"** means the note of the School's prevailing fees notified to you from time to time and a copy of which remains available from the School at any time upon request;

**"School Rules"** means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is set out in a pupils' and parents' information handbook provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be given notice of subsequent changes to the rules;

**"term"** means an academic 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 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;

**"we"** or the **"School"** means the legal entity carrying on as the School as identified in Clause 1(b) below; and

**"you"** or the **"parents"** means each person with parental responsibility for the child who has signed the Acceptance Form, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"** and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Also in these terms and conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

(b) **Who we are.** We are St Edward's School Cheltenham Limited (trading as Ashley Manor Preparatory School), a private limited company registered in England and Wales. Our company registration number is 13658627 and our registered office is at 19 London Road, High Wycombe, HP11 1BJ.

(c) **Our contract with you.** The Acceptance Form, the Schedule of Fees, the offer letter, 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 an agreement (the **"contract"**) between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

(d) **What does not form part of the contract.** The School prospectus, information booklets and website do not form part of the contract with the School. If you wish to place specific reliance on a matter contained in the prospectus, website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting you should seek written confirmation of that matter before you sign the Acceptance Form.

## 2. **Acceptance and Deposit**

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

(b) **The non-refundable status of the deposit.** The deposit is not refundable if your child does not take up their place at the School. The exception to this is where the School fills the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs.

(c) **How we use the deposit.** Unless you have indicated that you would like to donate the deposit to the School's development fund, the deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about their childrens' schooling as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

### **3. Withdrawing your Acceptance of a Place before your child joins the School**

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

(b) *If we receive that period of notice.* If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2(b) above if the resulting vacancy is filled by the School) but no further fees will be payable.

(c) *If we do not receive that period of notice.* If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees shall be payable by you 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 immediately preceding the term when your child was due to start. The School shall credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (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.

### **4. School Fees, Supplemental Charges and Payment**

(a) Any extra-curricular activities such as private music lessons, school organised clubs and trips in which you agree your child may participate shall be deemed to be supplemental to items met by the Fees and charged for accordingly. In addition to this, charges incurred by the School in providing for the special educational needs, exam fees shall be charged as supplemental to the Fees.

(b) Each person who has signed the Registration Form is liable for the whole of Fees due and any supplemental charges, unless the School has agreed in writing to look exclusively to any other person for payment of the Fees or any part of them.

(c) Each termly Fee invoice must be paid as follows: Autumn Term - 31st August; Spring Term - 31st December; Summer Term - 30th April. If payments are not received on time a late fee charge of £125 per week may be applied.

(d) We reserve the right to refuse to allow your child to attend the School or to withhold any references while Fees or supplemental charges remain unpaid. An interest charge of 3% above the Bank of England base rate will be incurred on any late payment (this is in addition to the late fee charge of £125 as detailed in Section 4c). You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees and consent (if necessary) to the Credit Control Department of Alpha Schools carrying out a search (at any time) with a credit reference agency, which will keep a record of that search and may share that information with other businesses. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs).

(e) Fees will be reviewed annually (immediately if UK law changes) and may be increased by such amount as the School considers reasonable.

- (f) Fees and any supplemental charges will not be reduced as a result of absence due to illness or otherwise. (In the event that 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.)

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "**fees in lieu of notice**".

## 5. Notice Requirements

- (a) Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the end of Year 6), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first

day of the preceding summer term (ie, the final term of the preceding academic year). Once notice has been given the School will acknowledge such notice in writing within 7 (seven) working days. If an acknowledgement from the School to this effect is not received by you, you must contact the School to ensure that notice has been properly received. It is the expectation that pupils will automatically progress up through the year groups. **Please be aware that notice is required if you decide that you do not wish for your child to transfer between the sections of the School**

- Pre-School to Reception and Pre-Prep to Prep (Year 2 to Year 3).

- (b) When the relevant amount in lieu of notice must be paid. In cases under clause 5 (a) above, the appropriate amount of fees in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

- (c) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you shall either give half a term's notice to that effect or shall pay to the School as a debt half a term's charges for the activity in which your child has ceased to participate.

- (e) Withdrawal part-way through a term does not reduce the amount you owe to the School. **The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.**

## 6. School Rules

- (a) Your child must comply with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the rules of the School).

- (b) We may undertake drugs testing of your child. 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 for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

(c) Monitoring your child's email communications, internet use, and use of social media. The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **7. Suspension, Exclusion and Required Removal**

(a) The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, expel your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children. In these circumstances, the School will follow the relevant Exclusions Policy.

(b) Where you can find examples of offences punishable by suspension or expulsion. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

(c) The Head's discretion to require you to remove your child from the School. Instead of expulsion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head 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 wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract;
- (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.

(d) What happens if your child is suspended, excluded or removed from the School. Should the Head exercise his or her right under either Clause 7(a) or Clause 7(c)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). Also, where your child is expelled or you are required to remove your child from the School the deposit will be forfeited meaning that the School will retain the deposit. 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 term following 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 7(c)(ii) then fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the term following the removal (including, if applicable, the deposit held by the School) will be refunded.

(e) Impact of exclusion or required removal on this contract. Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.

(f) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the relevant Exclusion Policy.

## 8. The School's Obligations

(a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of Year 6.

(b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.**

(c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will if practicable try to contact you to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**

(e) Our right to make changes at the School. Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including 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)).

(f) Monitoring your child's progress at the School. We shall monitor your child's progress at the School and produce regular written reports including effort grades and studies assessment. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense. 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 subject always to the School complying with its obligations under the Equality Act 2010.

(g) Religious observance. The School is a Roman Catholic school and is conducted in accordance with the tenets of the Roman Catholic faith. Whilst we operate as a Roman Catholic school the School welcomes children of other denominations and faiths (including no faith or religious belief) provided parents feel that they and their child can share in and benefit from the ideals and environment of the School.

(h) When we may refuse to enter your child for a public examination. The Head may, following consultation with you, decline to enter your child for a public examination if in the Head's reasonable opinion your child has not prepared for the examination with sufficient diligence and/or considers that by entering your child for a public examination your child's prospects in other examinations would be significantly impaired.

## 9. The Parents' Obligations

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

(b) Examples of the co-operation and assistance we require. You shall 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);
- (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- (v) 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
- (vi) attending meetings and keeping in touch with the School where your child's interests so require.

(c) You must notify us of your child's health/medical conditions, English as an Additional Language (EAL) needs or special educational needs. It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. You must inform us if English is an additional language for your child, and if you consider that they require assistance in English. We are able to arrange additional lessons, to be paid for by you. If you have not informed us that your child needs assistance in English but it is our view that additional support is needed, we may require that they undertake additional lessons at a cost to you. We will discuss this with you before you incur any supplemental charges. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14(a)(v) below.

(d) Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(e) You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.

(e) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; 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).

(f) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(h) 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.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out who needs to sign a notice of withdrawal of your child.

(h) *We are entitled to require that notices of withdrawal must be signed by both parents.* A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 3(a), 4(c)(iii), or 5(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).

(i) *You must notify us of your child's absence from School.* The School must be informed in writing of any reason for your child's absence from School. Wherever possible the Head's prior consent should be sought for absence from the School either via a 'pupil leave request form' if your child is in the Preparatory School or in writing to the Head if your child is in the Senior School. Leave of absence during term time will only be granted in exceptional circumstances.

(j) *Parents must notify us if they will be absent for a period of time.* If at any time during your child's time at the School both of you will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than 24 consecutive hours then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

(k) *Raising concerns with the School and making formal complaints.* If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

## **10. Insurance**

The School Office can be contacted for details of any insurance schemes that may be available from time to time. You must otherwise make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees



**PLEASE READ THIS NEXT SECTION CAREFULLY** – Although there will be circumstances when it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.

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

## **11. How we may use Personal Information: References, Confidentiality and Data Protection**

(a) *Your consent to us providing a reference for your child.* With your consent (which you have the right to withdraw or amend at any time), the School will process personal data relating to you and your child in order to provide 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 their ability, aptitude for certain courses and character is fair. However, we cannot be responsible 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) *Your consent to us processing data relating to School Marketing and Fundraising.* With your consent (which you have the right to withdraw or amend at any time) and subject to the limitations set out in our Data Protection Policy and the Data Protection Act 1998 (and any amending or superseding legislation) and, to the extent that it is relevant, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the School may use personal data relating to you and your child whilst they are at the School (including photographs and video recordings) for the purposes of school marketing, promotion and fundraising and for the purpose of communicating with the current body of pupils and parents and former pupils and their parents. If you do not wish for you and/or your child's information to be used for the above purposes you must notify the School on the Acceptance Form.

(c) *Your consent to us processing data relating to photographs and videos.* With your consent (which you have the right to withdraw or amend at any time) and subject to the limitations set out in our Data Protection Policy and the Data Protection Act 1998 (and any amending or superseding legislation), the School may include photographs and video of pupils and parents in various School publications (printed and digital), the School website and the School's social networking platforms and / or share images and videos with third party journalists, for the purposes of School marketing, promotion and fundraising and for the purpose of communicating with the current body of pupils and parents and former pupils and their parents. If you do not wish for you and/or your child's information to be used for the above purposes you must notify the School on the Acceptance Form.

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

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
- (ii) 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.

(d) *We will send information (eg, school reports) about your child to both of you as a matter of course.* You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School 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 (as amended or superseded)).

(e) Data Protection Law. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:

- (i) as set out in this Clause 11,
- (ii) in order to comply with any court order, request form or referral to an appropriate authority, 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.

## **12. Intellectual Property Rights**

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

## **13. Changes in Ownership, etc**

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of Year 13)

## **14. Ending this Contract**

(a) Our rights to end the contract. The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- (ii) your child is expelled from the School;
- (iii) you are required to remove your child from the School, including circumstances where you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the School under Clause 7(c)(i) of this contract;
- (iv) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child
- (v) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
- (vi) you (or either of you):
  - a. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
  - b. are otherwise unable to pay your debts as they fall due;
  - c. are the subject of a bankruptcy petition or order; or
  - d. you enter into an individual voluntary arrangement; or
- (vii) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

- (b) *Your rights to end the contract.* You may end this contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the contract because we have not complied with our obligations under this contract; or
  - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) *When this contract will end if not terminated early.* For the avoidance of doubt, this contract shall end at the end of your child's schooling.
- (d) *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

## 15. **Events outside of our, or your, control**

- (a) *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an **"event"**.
- (b) *What happens if we are affected by an event outside of **our** control.* If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event and subject to Clause 15(c), the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) *Circumstances in which we may refund fees to you.* If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required 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 will be refunded 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 required to pay such proportion of the fees.
- If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.
- (d) *Events lasting more than 6 months.* If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (e) *What happens if your child is affected by an event outside of **your** control.* Subject to Clause 4(h), if your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not

be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

- (iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (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.

## **16. Communications between you and the School**

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

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

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

- (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 send us under any of Clauses 3, 4(c)(ii), 4(c)(iii), 5(a), 5(c) or 9(h) 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. Unless we agree otherwise, you should not provide any of these notices by email. Where you provide notice under any of Clauses 3, 4(c)(iii), 4(f), 5(a), 5(c) or 9(h) of these terms and conditions you must telephone the Admissions Manager to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 5 working days (during a school holiday period) after sending the notice.

## **17. The Law that applies to this contract and where legal proceedings may be brought**

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

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

## **18. Changes to these Terms and Conditions**

Reserving the right to change these terms and conditions. We reserve the right to make reasonable modifications to these Terms and Conditions from time to time. Our Terms and Conditions are also published on our website.