

## Terms and Conditions

**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.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Head or Bursar to discuss.

### 1. Definitions

(a) In these terms and conditions (and in the Place Offer Confirmation Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

"child" means the child of whatever age named on the Place Offer Confirmation Form and admitted by the School to be educated, and includes any pupil aged 18 or over. The age of the child will be calculated in accordance with UK custom;

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

"deposit" means the sum set out in the Schedule of Fees, as amended from time to time;

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

"Governors" means those persons appointed to sit on the governing body of the School.

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

"the Music and Dance Scheme" means the bursary scheme funded by the Department for Education or any subsequent scheme set up for the same purpose.

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

"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 collected set of rules and charters of the School, as 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 current version of the School rules is sent to parents with the Place Offer Confirmation Form and is provided to each child on entry. Parents will be given notice of subsequent changes to the rules;

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

"a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

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

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

"you" or the "parents" means each person who has signed the Place Offer Confirmation Form as a person with parental responsibility for the child or who with the School's written consent replaces a person who has signed the Place Offer Confirmation 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 The Purcell School, a charitable company registered in England and Wales. Our company registration number is 759327 and our registered office is at Aldenham Road, Bushey, Watford, Hertfordshire, WD23 2TS. Our charity number is 312855.
- (c) *Our contract with you.* The Place Offer Confirmation Form, the Schedule of Fees 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.

## **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 completing and returning the Place Offer Confirmation 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 a 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.* 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.
- (d) *The period of notice we require.* If you wish to withdraw your acceptance of a place after submitting your Place Offer Confirmation Form 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 a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year).*
- (e) *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.
- (f) *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 government funded award, scholarship or bursary awarded to you.

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

- (a) *What the fees include.* All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials (excluding books and learning resources where pupils need personal copies) and the annually agreed level of music tuition shall be met by the fees unless otherwise notified by the School at any time (either in the Schedule of Fees or otherwise).
- (b) *What the fees do not include.* Any extra-curricular activities including but not limited to trips, transport 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. In

particular, all public examination charges (unless covered by the Music and Dance Scheme) and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees subject always to the School complying with its obligations under the Equality Act 2010.

- (c) Damage to property and bank charges. Fees may include charges arising from damage where a pupil alone or with others has caused willful damage or loss to School property or the property of another person (fair wear and tear excluded) and any bank charges or late payment charges (if incurred by the School) arising from your default in fee payment.
- (d) Who is responsible for ensuring payment. Each of you who has signed the Place Offer Confirmation Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the School for the whole of the fees and supplemental charges due, unless and until the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges or any part of them. *Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice what this means is that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.*
- (e) How can one person remove him/herself from their payment responsibilities. A person who has signed the Place Offer Confirmation Form may withdraw from the contract with the School by submitting a term's notice and provided they have obtained the prior written consent of both the School and the other person who has signed the Place Offer Confirmation Form.
- (f) How the fees are charged and payment requirements. Each term's fees are payable in advance so that the services which the School provides each month under this contract shall have been paid for prior to the provision of those services. The fees are payable by you either:
  - (i) by three instalments per academic year, payable no later than the first day of the term to which the invoice relates; or
  - (ii) by ten equal monthly instalments per academic year starting with a first instalment paid on or before the 1 August and thereafter on or before the first day of each month with the final payment on or before 1 May.

The fees payable will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3(d) above). The fees must be paid by cheque or direct bank transfer. **We may not allow your child to attend the School if you do not pay on time. For the avoidance of doubt, where your child starts part way through a term your liability for school fees for that term shall be pro-rated accordingly.**

- (g) Payment of supplemental charges. Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be included in the following term's invoice. **All such supplemental charges must be paid in full either by cheque or direct bank transfer on or before the first day of the then forthcoming term. Where your child is in their final term all supplemental charges must be paid in full either by cheque or direct bank transfer within 7 days of the invoice date**

**PLEASE READ THIS NEXT SECTION CAREFULLY-** it sets out what rights we have, and what action the School may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (h) Non-payment of fees: refusal to attend school. 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 or there is persistent failure by you to pay the fees on time.
- (i) Non-payment of supplemental charges: refusal to participate in the relevant activity. We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- (j) We can charge an administrative charge and interest if you pay late. If you do not make any payment to the School by the due date for payment (see clause 3(f) and (g) above) we may make an administrative charge of £25 and charge interest to you on the overdue amount at the rate of 1.5% per cent per month above the base rate from time to time of the School's bank. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of

the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.

- (k) We can recover our costs from recovering late or non-payments. Unless we expressly agree otherwise in writing with you, 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, and in any event being such costs that would be allowable by the courts if judgement was made in the School's favour).
- (l) We can notify other educational institutions of your outstanding payments. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees and/or charges.

**PLEASE READ THIS NEXT SECTION CAREFULLY - it sets our right to increase the fees during the course of your child's time at the School.**

- (m) Our ability to increase the fees. The fees will be reviewed from time to time (usually annually) and we may increase them. We shall endeavour to give you at least a term's notice of any increase and we will always give you notice of any such increase not later than the final day of the preceding term. If we give you notice of an increase in fees which exceeds 10%, you will be entitled to withdraw your child from the start of the following term without giving a term's notice or paying fees in lieu **provided that** you give the School written notice of the withdrawal within 21 days from the date when notice of the increase in fees is given. In these circumstances, therefore, you will be able to withdraw your child without being responsible for fees for the next term.
- (n) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any prepaid supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. No reduction to fees will be made for terms where teaching is reduced because of public examinations or because of varying term lengths. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.
- (o) The School reserves the right to ask parents of any pupil approaching the final term to pay, in addition to other fees, an advance sum to be set against any extras which might be incurred during the final term. This may be a condition of the pupil being allowed to return for that term.

#### **4. Bursary and Music and Dance Scheme Awards**

- (a) Conditions of a bursary awarded by the School. Every bursary awarded by the School is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on your child's part and you treating the School and its staff reasonably. Bursaries are means tested awards and subject to a financial assessment of your means (reviewed annually by the School). The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. A copy of the School's Bursary Policy is available from the School on written request.
- (b) The period of benefit of an award. The benefit of any award, scholarship or bursary awarded to your child will only apply whilst your child remains a pupil of the School **unless and until** it is withdrawn in accordance with clause 4(d) or (f).
- (c) Fees reduced to take account of any government funded award or bursary awarded to you. If your child has been awarded a bursary (whether awarded under the Music and Dance Scheme or by the School), your liability will be for the amount of fees due after taking account of that award.
- (d) Circumstances in which the Head may withdraw a bursary awarded by the School. An award may be withdrawn (in part or full) with immediate effect if, in the opinion of the Head, your child's attendance, progress or behaviour (or behaviour of you) no longer merits the continuation of the award. An immediate withdrawal of an award by the School will not result in an increase in the fees due in respect of a term which has already commenced.
- (e) Your right to withdraw your child from the School following withdrawal of a bursary awarded by the School. You will be entitled to withdraw your child with immediate effect or from the start of the following term without giving a term's notice or paying fees in lieu **provided that** you give the School written notice of the withdrawal within 14 days from the date when notice of the withdrawal of the award is given. *In these circumstances, therefore, you will be able to withdraw your child without being responsible for fees for the next term.* Cases of genuine hardship may receive special consideration by the Head.
- (f) Withdrawal of a Music and Dance Scheme award. Where your child is in receipt of an award under the Music and Dance Scheme and this is subsequently withdrawn, the School will not increase the fees due in respect of a term which has already commenced.

- (g) Your right to withdraw your child following withdrawal of a Music and Dance Scheme award. You will be entitled to withdraw your child with immediate effect or from the start of the following term without giving a term's notice or paying fees in lieu **provided that** you give the School written notice of the withdrawal within 21 days from the date when notice of the withdrawal of the award is given. *In these circumstances, therefore, you will be able to withdraw your child without being responsible for fees for the next term.* Cases of genuine hardship may receive special consideration by the Head.

**PLEASE READ THIS NEXT SECTION CAREFULLY**- it sets out what period of notice we require from you if you wish to (i) withdraw your child from the School, (ii) change the nature of your child's place at the School, or (iii) remove them from participating in an activity for which there is a supplemental charge.

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

## 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 normal leaving date of the end of the summer term following their 18<sup>th</sup> birthday) 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. **Once notice has been given the School will acknowledge such notice in writing within 7 working days. If an acknowledgement from the School to this effect is not received by you, it is your responsibility to contact the School to ensure that notice has been properly received in accordance with your obligations under this contract.**
- (b) Notice to change your child's place at the School. If you wish to change your child's place at the School from boarding to day or day to boarding you shall either give a term's notice addressed to the Head or shall pay to the School the difference between the boarding and the day 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. A request to change from a day to boarding will depend on the availability of boarding places.
- (c) When the relevant amount in lieu of notice must be paid. Where the required notice is not given under clause 5(a) and (b), the appropriate sum 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. The payment in lieu of notice has been determined by the School as a genuine pre-estimate of the loss to the School, whether or not the place of the pupil can be filled.
- (d) Notice to withdraw your child from participation 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 a term's notice to that effect or shall pay to the School 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. You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- (f) If a pupil is absent from School without permission and/or without good cause (in the reasonable opinion of the Head taking account of all the circumstances) for more than 14 consecutive days in a term or more than 28 consecutive days in any academic year they will be deemed to have been withdrawn by you without notice. Fees in lieu of notice will be immediately payable at such rate as would have been charged for the final term of provision if a term's notice had been given.
- (g) Fees in lieu of notice. In circumstances where you have not given a term's written notice required under this contract, fees in lieu 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 bursary or other award or concession.

## 6. School Rules

- (a) Your child must comply with the School Rules. It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child conforms to such code of appearance, dress and behaviour as shall be issued by the School from time to time (if not already included in the School Rules).
- (b) Monitoring your child's email communications, internet use, and use of social media. The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

- (c) A pupil who has been withdrawn, excluded (either temporarily or permanently) or otherwise removed from the School may not enter School premises without prior written permission from the Head. The School will act in a way that is fair in all circumstances when taking decisions under this Clause.

## 7. Disciplinary Procedures

- (a) Authority of the Head. In accepting a place for your child at the School, you confirm that you accept the authority of the Head to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of your child and the School community as a whole.
- (b) The Head's discretion to suspend or exclude your child from the School. The Head may in his/her discretion suspend or, in serious or persistent cases, exclude your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour or conduct outside School) is seriously unsatisfactory and suspension or exclusion is in the School's best interests or those of your child and/or other children.
- (c) The Head's discretion to require you to remove your child from the School. The Head may in his discretion require you to remove your child from the School if the Head reasonably considers that:
- (i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects your child's or other children's progress at the School, or the well-being of School staff; and/or brings the School into disrepute; and/or is not in accordance with your obligations under this contract; or
  - (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.
- (d) Should the Head exercise his right under clause 7(b) 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 excluded 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 period after the expulsion will be refunded. If you are required to remove your child from the School as a result of the Head exercising his 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 period after the removal will be refunded.
- (e) The Head reserves the right to withdraw your child from one or more public examination if he reasonably considers that this is in the best interest of your child.
- (f) Where you can find examples of offences punishable by suspension or exclusion. The School's behaviour policy sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (g) The School may undertake drugs or alcohol testing of a pupil in accordance with any drugs and alcohol policy in force from time to time. The drugs and alcohol policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (h) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any disciplinary matters or decisions taken by the School and/or Head under this clause 7 reviewed. Any such review is governed by the Complaints Procedure.

## 8. The School's Obligations

- (a) The period of your child's schooling. Subject to these terms and conditions and in particular clause 9, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her schooling.
- (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 undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **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 supervision of a member of school staff.**
- (c) Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

- (d) 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, attempt to obtain your prior consent. However, if it is not practicable to contact you we shall be authorised to make the decision on your behalf if, for example, consent is required for urgent treatment (including anaesthetic or operation or blood transfusion (unless you have previously notified us you object to blood transfusions)) recommended by a doctor or other medical practitioner.
- (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 school premises). We will endeavour to give parents a term's notice of any changes that we regard as significant to your child's education. This will allow you time to consider the proposed changes and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under clause 5 above.
- (f) Monitoring your child's progress at the School. We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your child's special educational needs.
- (g) The School welcomes staff and pupils from many different backgrounds and ethnic groups. Human rights and freedoms are respected. The School 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 their obligations under Equality Act 2010 in order to accommodate the needs of pupils who have disabilities for which, after reasonable adjustments, we can cater adequately. If the School determines, in its sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a pupil and as such the School cannot continue to adequately provide for that pupil (or admit them as the case may be) then the School shall be permitted to request that you to withdraw the pupil from the School without being charged fees in lieu of notice.
- (h) Boarding pupils undergo a routine medical examination by the School's Nurse/Doctor within a reasonable period following commencement of their attendance at the School. Parents may request attendance at the examination subject to any consent required to be given by the pupil if the pupil is deemed to have sufficient maturity and understanding (usually at 12 years old).

## 9. Review

- (a) The Head shall not be obliged to permit your child to enter Year 7 unless satisfied that it is appropriate to do so having regard to his or her academic and musical attainments and all other relevant circumstances. If the Head (in their sole discretion) determines that your child will not progress into Year 7, the School will request that you withdraw your child from the School without being charged fees in lieu of notice.
- (b) The Head shall not be obliged to permit your child to enter Year 10 unless satisfied that it is appropriate to do so having regard to your child's performance in the musical re-audition in Year 9. If the Head (in their sole discretion) determines that your child has failed the re-audition process (including any retake of the re-audition process in the second week of the Spring term), the Head will request that you withdraw your child from the School without being charged fees in lieu of notice.
- (c) The Head shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic and musical attainments and all other relevant circumstances (including your child's performance in the musical re-audition in Year 11). The School will make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations and your child's performance in the musical re-audition in Year 11.

## 10. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you,, we need your co-operation, including in particular by 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 courteous and 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/or supplemental charges for your child);

- iv. reading and acting promptly upon any communication from the School;
- v. 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;
- vi. maintaining a courteous and constructive relationship with School staff and 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
- vii. attending meetings and otherwise 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 and/or special educational needs. It is a condition of your child joining the School that you complete and submit to the School a medical history questionnaire and a full immunisation history in respect of your child. You must inform the School of any health or medical condition, 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 request by the School or otherwise, any reports or other materials relevant to any of the same.

(d) If boarding, you must register your child with the School's approved local NHS medical practitioners.

(e) 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.

(f) 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 that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

(g) 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, subject only to Clause 10(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.

(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 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) The Head must be informed in writing of any reason for your child's absence from School other than for pre-authorised musical activities. Wherever possible the Head's prior consent should be sought for absence from the School. For musical activities, you or your child should complete an OSMA (Out of School Musical Activity) form and obtain authorisation from the Music Department prior to committing to any external events.

(j) If you are both temporarily away from your home(s) overnight during term time, half-term or Exeat weekends, you must advise the School in writing of the name, address and telephone number(s) for 24 hour contact of a suitable adult who will have care of your child in your absence.

(k) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

## 11. Overseas Pupils

(a) It is a condition of your child entering the School that parents domiciled overseas appoint an education guardian in the UK. Parents must notify the School in writing of the education guardian appointed (including all contact details) no later than one month before the first day of term when the pupil is due to start at the School. Parents are responsible for the appointment of an appropriate education guardian.

- (b) Overseas pupils are required to live with their approved education guardian or to return home for all exeat weekends, half term and school holidays. You must inform the School of your child's travel and accommodation arrangements in advance of any proposed travel to and from the School.
- (c) The notice provision contained in clause 2(d) to cancel acceptance of a place at the School applies where your child is unable to take up a place at the School because they have been unable to obtain the necessary visa permission for study at the School. Where a full term's notice is not given you will be required to pay fees in lieu of notice unless exceptional circumstances apply and the Head, in their absolute discretion, agrees to waive any part of the fees in lieu.

## 12. Insurance

- (a) Pupils are responsible for the security and safe use of their personal property (including but not limited to musical instruments).
- (b) The School undertakes to maintain those insurances which are prescribed by law.
- (c) You must make your own insurance arrangements if you require cover for your child's property while at School or on the way to or from School or on any School arranged activity away from School. Your child is automatically included in the School's personal accident insurance scheme, the charge for which is included in the fees.

## 13. Confidentiality, References and Data Protection

- (a) Your consent to us providing a reference for your child. You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) Your consent to us using information relating to your child for certain purposes connected with the running of the School. You consent to us making use of information relating to your child whilst he or she is at the School (including photographs and video recordings) and after he or she has left for the purposes of: (i) managing relationships between the School and current pupils/parents; (ii) promoting the School to prospective pupils/parents; (iii) publicising the School's activities; and (iv) communicating with the school community and the body of former pupils. In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website and (where appropriate) the School's social media channels.
- (c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You undertake to (i) confirm (or update, if necessary), when requested, such information about you and/or the pupil that is held by the School and (ii) in any event, inform the School of any change to your, or the pupil's, circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or the pupil, that has previously been notified to the School, including relevant contact details.
- (d) As Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
- (e) We will send information (e.g., 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)).
- (f) The Data Protection Act 1998 and your consent to our processing of your/your child's personal data. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded). You consent to us processing such personal data:

- i. as set out in this Clause 13;
- ii. in order to comply with any court order or legal, regulatory or good practice requirement; and
- iii. to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

#### **14. Intellectual Property Rights**

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

#### **15. Changes in Ownership**

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you 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).

#### **16. Termination**

- (a) Our rights to end the contract. The School shall be entitled to terminate this contract by notice in writing without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under this contract). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or extra charges on time on more than two occasions; (ii) you (as opposed to the pupil) acting in such a way as to give the Head cause to exclude the pupil under Clause 7(b) of this contract; (iii) any other circumstance where the pupil is expelled from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of the pupil.
- (b) Either party may cancel this contract forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this contract shall end at the end of the pupil's schooling.

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

- (a) What we mean by an event outside of your/our control. We mean any event beyond either you or our reasonable control (including for the avoidance of doubt strikes, other industrial disputes, act 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 or strike).
- (b) What happens if we are affected by an event outside of our control. In an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this agreement, 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 minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. The School shall use its best endeavours during the continuance of the event to provide educational services.
- (c) Events lasting more than 6 months. If the School is prevented from performance of its obligations for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement after such period and you shall then, following receipt of such notice, be entitled to cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (d) What happens if your child is affected by an event outside of your control. Subject to clause 4(m), if your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- i. you shall, in consultation and cooperation with the School, use all reasonable endeavours to minimise the effect of the event in order to continue to perform your obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and resume the performance of the obligations as soon as reasonably possible;
- ii. in circumstances where, following the efforts made under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- iii. if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

## 18. Communications

- (a) All notices required to be given under these terms and conditions must be given in writing.
- (b) Communications (including notices) will be sent by the School to the address(es) shown in its 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) 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 2, 4(e), 4(g), 5(a), 5(b) or 5(e) 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.**

No notice shall be deemed to have been received by the School unless acknowledged in writing by the Head acting reasonably and promptly.

## 19. Jurisdiction and Governing Law

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

## 20. Variations

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

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