

# King Alfred School

## Terms and Conditions of Acceptance of Place

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

**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.**

### 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 person of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;

"the Complaints Procedure" means the School's procedure for handling complaints from parents of registered pupils, or former pupils where the complaint was raised whilst the pupil was registered, 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 on the School's website and is otherwise available from the School at any time upon request;

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

"deposit" and "fees" means the sums set out in the "Financial Terms and Conditions" as issued and amended from time to time;

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

"School Policies" mean the current versions of the School's policies as published from time to time. Copies are available from the Director of Finance and Operations and key policies are posted on the School website. These policies 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.

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

"a term's notice" means notice given in writing to the Bursar 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), or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who replaces such a person and has signed the Acceptance Form.

- b. We are King Alfred School Society a company limited by guarantee registered in England and Wales. Our company registration number is 57854 and our registered office is at Manor Wood, 149 North End Road, London NW11 7HY.
- c. The Acceptance Form, the School Rules, the Financial 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.

## **2. Acceptance and Deposit**

- (a) You accept an offer of a place for your child at the School by completing the Acceptance Form and paying the Deposit in full. The contract comes into effect when the completed Acceptance Form and any other documentation required by the Head are received by the School on or before the date specified by the Head.
- (b) The Deposit is not refundable if you accept a place, and your child does not then take up a place at King Alfred School.
- (c) Interest is not payable on deposits for the period they are held by the School. The Deposit will form part of the general funds of the School and does not become repayable until after your child has completed his/her final term at the School and you have paid any outstanding fees and other charges. You agree that the School may at any time deduct any outstanding payments, including unpaid fees in lieu of notice, from the Deposit if you do not make them to the School on request. In this event, you will be obliged to top up the Deposit to the level required by the School on demand.
- (d) Save where your child moves from the Infant School to Lower School and from Lower School to Upper School (when the increase in the Deposit will be collected in two equal instalments over two terms), you agree that when fees rise, the Deposit will be increased by the equivalent amount so that it remains equal at all times to one term's current fees.

## **3. Charging and Payment of Fees**

- (a) All the costs incurred in the usual course of the education by the School of your child will be invoiced to you as fees and supplemental charges.
- (b) Any activities such as trips and visits shall be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing specialist support beyond reasonable adjustments will be charged as supplements to the fees.
- (c) Each parent is liable for the whole of the fees due and any supplemental charges because the contract applies to you together and to each of you on your own, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a full term's written notice, and provided they have obtained the prior written consent of the School and have provided the School with written consent from the remaining parent.

- (d) Each invoice for fees and any supplemental charges shown on the invoice, must be paid either in full on the first day of term or as agreed in writing by the Director of Finance and Operations.
- (e) We reserve the right to refuse to allow your child to attend the School, extra-curricular activities, public examinations or withhold any references while fees remain unpaid or there is a persistent default in payment of fees or supplemental charges, including a default in maintaining the Deposit at the level required by the School.
- (f) The School reserves the right to make an interest charge for late payment of 2 per cent above the base rate of the School's bank. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (g) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees. If we give you less than one term's notice of an increase in fees, you will be entitled to withdraw your child from the end of the term in which the school gave you notice of the increase in fees, without giving a term's notice or paying fees in lieu of notice PROVIDED THAT you give the School notice in writing of the withdrawal within ten (10) days from the date when notice of the increase in fees is given.
- (h) Fees and any supplemental charges will not be reduced as a result of absence due to illness or otherwise. No reduction of fees will be made in respect of periods of study leave at home before or during public examinations or if your child stays at home following examinations.

**4. Notice of Leaving**

- (a) If you wish to withdraw your child from the School you will be required to give either a full term's written notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- (b) In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given. Extras charged in arrears will also be payable.
- (c) The School's affairs are organised on a termly basis; if you withdraw your child or your child ceases to participate in an activity part-way through a term, it will not be possible to reduce the amount of fees due or to obtain a refund of fees.

**5. School to Exercise Reasonable Skill and Care for 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 under the School's supervision or is participating in activities organised by the School.

**6. Sporting Activities**

In support of the School's policy of enabling children to participate in a full range of activities, 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.

**7. Medical Treatment Authorisation by the School**

If your child requires urgent medical attention while under the School's care, we will endeavour to obtain your prior consent. However, should we be unable to contact you, you authorise the School to make the decision on your behalf should consent be required for urgent or emergency treatment (including anaesthetic or operation) recommended by a doctor.

**8. Safeguarding Children**

The School has a legal duty to safeguard and promote the welfare of children who are pupils at the School. This duty requires the School to have a child protection policy and procedures and to share information with other agencies when there are concerns about a child's welfare. The School may also be required to share safeguarding information with any subsequent school.

**9. Compliance with School Policies**

It is a condition of remaining at the School that your child complies with the School's Policies as published and amended from time to time. These include but are not limited to the Drugs Policy and Acceptable IT Use Policy. As part of these policies it may be necessary to test pupils for drugs in accordance with the Drugs Policy and, for the protection of your child and others, to monitor your child's e mail communication and internet use on School computers.

The School keeps rules to a minimum and those we have are in the interests of safety and in support of the School's ethos. Serious or persistent breaches of the rules may lead to suspension or exclusion.

**10. Suspension, Exclusion or Required Removal**

- (a) The Head may in his or her discretion suspend or, in serious or persistent cases, exclude 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.
- (b) The Head may in his or her discretion require you to remove your child from the School if the Head considers that 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 or because we have a legal right to end the contract.

- (c) Should the Head exercise his or her right under either Clause 10(a) or Clause 10(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). 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.
- (d) You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 10 reviewed. Any such review shall be governed by the Complaints Procedure.
- (e) The School will use reasonable endeavours (but without requiring it to do anything that might be detrimental to its own interests) to assist you in finding a place for your child in another school.
- (f) In taking any such decision the Head will act reasonably and proportionately.

**11. Right to Exclude on Educational or Behavioural Grounds**

If, in the opinion of the Head, and having made such adjustments as reasonable practicable, the School cannot provide adequately for your child's particular needs, you may be asked to withdraw your child without being charged fees in lieu of notice. Where possible the school will give guidance on suitable placements elsewhere.

**12. Sixth Form Selective Admission**

Entry into the sixth form is not automatic and the School will not accept your child into the sixth form unless it is satisfied that it is in the best interests of your child and that it is appropriate to do so having regard to all the relevant circumstances, including your child's academic attainments. The School may make entry to the sixth form conditional upon the results of GCSE or equivalent examinations and will make a decision, after consultation with you, as to whether your child may join the sixth form after the results of those examinations are known.

**13. Prospectus and website not Contractual Documents and may be varied**

Our Prospectus and the School's website describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, but does not form part of this contract. From time to time it may be necessary to make changes to aspects of the School and we reserve the right to do so. We will give parents notice of any changes at the School, including changes in the curriculum that we regard as significant and where practicable and where practicable will consult with parents on such changes.

**14. Special Needs Disclaimer of Obligation to Diagnose and Assess**

We shall monitor your child's progress at the School and provide regular reports. We shall advise you if we have any concern about your child's progress. 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. We reserve the right to obtain our own assessment should we consider this to be necessary.

**15. Co-operation and Support by Parents**

In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract. You shall co-operate with the School and School staff in good faith, and including in particular by: fulfilling your own undertakings under these terms and conditions; encouraging your child in his or her studies, and giving support at home; keeping the School informed of matters which affect your child; promoting the School's ethos of mutual respect and maintaining a courteous and constructive relationship with School staff; behaving considerately towards the School's neighbours (in particular in relation to parking and driving in the vicinity of the School); and attending meetings and otherwise keeping in touch with the School where your child's interests so require. To help further the K.A.S. ethos, parents are also expected to support the school in its social and fundraising activities.

Parents should be aware that staff cannot discuss private issues relating to other people's children.

**16. Parents to Supply Medical Statement and Information on Need for Special Arrangements**

- (a) You must complete and submit to the School a medical questionnaire about your child. You undertake to inform the School of any health or medical condition, educational need, disability or allergy that your child has, has previously had, or subsequently develops, whether long-term or

short-term, including details of any infections. You agree to provide the School with a copy of any report of a treating practitioner in relation to any such condition.

- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) If the School considers that a health risk is presented by your child to others or by others to your child due, for example, to a virus, infection, epidemic or pandemic you undertake not to permit him/her to return to school until the School considers that the risk has passed. Where appropriate we will try to continue providing education remotely (including, for example, by sending your child work assignments electronically or by post).

#### **17. Communication and Service of Notices**

- (a) When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this must be done in writing. Communications 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.
- (b) Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
  - a. Delivered by hand to the School;
  - b. Sent by email to the Head with the Director of Finance and Operations copied into the email;
  - c. Sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - d. Otherwise sent to the School's address by first or second class post.
- (c) **Written notice will only be effective if received and acknowledged in writing within 5 working days of receipt. You must contact the School promptly if you do not receive such acknowledgement.**
- (d) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.
- (e) **Absence:** You must promptly inform the School of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

#### **18. Disclaimer of Responsibilities for Children Off-Site and Unsupervised**

We cannot accept any responsibility for the welfare of your child while off the School premises (including travelling to and from the school) unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

#### **19. Complaints Procedure**

If you have cause for concern as to a matter of safety, care, discipline or progress of your child you should inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure, which is available on the School website or, on request, from the Director of Finance and Operations.

#### **20. Insurance Provision**

Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees. If you require additional cover for your child's person or property while at School, you must make your own insurance arrangements.

#### **21. Right to Supply Information and References to Third Parties**

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. We will take care to ensure that all information that is supplied relating to your child is accurate and fair. However, we cannot be liable for any loss you or your child suffers resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (c) Any reference or communication concerning pupils or staff supplied by us shall be confidential between the School and the intended recipient. Open UCAS references are not confidential.

## **22. How we may use Personal Information: Confidentiality and Data Protection**

- a) You consent to us making use of information relating to your child (including photographs and video recordings) and (where appropriate) relating to you whilst your child is at the School and after he or she has left for the purposes of:
1. managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
  2. promoting the School to prospective pupils/parents;
  3. publicising the School's activities;
  4. communicating with the school community and the body of former pupils; and
  5. passing such information as is appropriate to a future school.

In respect of 2, 3 and 4, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

- b) 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.
- c) The School 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)).
- d) The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded and including, from 25 May 2018 the General Data Protection Regulations). You consent to us processing such personal data:
- i) as set out in this clause and in the School's Privacy Notice (which is available on the School's website) as amended from time to time;
  - ii) in order to comply with any court order or legal, regulatory or good practice requirement; and
  - iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purpose.

## **24. Intellectual Property**

The School will recognise any intellectual property rights vested in your child. However, the School reserves all rights and interests in any intellectual property rights belonging to the School, members of staff or other pupils. You and your child will be required to enter into a licence with the School prior to use of such rights.

## **25. Termination**

- (a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations 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 these terms and conditions).

- (b) Either party may terminate this agreement 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.

**26. 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. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

**27. Force Majeure**

- (a) In this agreement "force majeure" means any cause beyond the School's control (including by way of example and for the avoidance of doubt strikes, other industrial disputes (other than strikes or industrial action limited to the School), 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, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (b) In the event that the School is, by reason of force majeure, prevented from or delayed in providing educational services for more than five school days or is otherwise prevented to a material extent from performing any other material obligation under this agreement, the School shall promptly give you notice in writing specifying the nature and extent of the force majeure circumstances. The School shall notify you of the steps it proposes to take to prevent or minimise the effect of the force majeure circumstances. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure circumstances, the School will incur no liability to you in respect of the non-performance of its obligations by reason of force majeure.
- (c) If the School is prevented, by reason of force majeure, from providing educational services or is otherwise prevented to a material extent from performing any other material obligation under this agreement for a continuous period greater than four months, either party may terminate this agreement forthwith by written notice to the other. In such an event, the School will reimburse to you a proportion of the fees that you have paid for the current term relating to the period from the effective date of termination until the last day of the current term together with any balance of the Deposit due to you under Condition 2(b) and this shall represent the School's only liability to you in these circumstances.

**28. Changes to these Terms and Conditions**

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.

King Alfred School  
Manor Wood  
149 North End Road  
London NW11 7HY

July 2018