

# The King Alfred School

## 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.

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 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 Director of Finance and Operations to discuss.

### 1. **Definitions**

1.1 *Meanings of some words and phrases we use in these terms and conditions.* 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.

"**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 is not intended to 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 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit that is separately set out in the Schedule of Fees;

"**fees**" means the termly fees set out in the Schedule of Fees;

"**FIA Terms and Conditions**" means the supplemental terms and conditions relating to the School's fees in advance scheme (when such a scheme is offered);

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

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

"**School Policies**" mean the body of policies and procedures of the school as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. Copies are available from the Director of Finance and Operations and key policies are posted on the School website;

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

"**a term's notice**" means **written** notice given not later than the first day of the term before the term to which the notice relates. If, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the summer term (which is the term to which the notice relates) then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, 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 of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". 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.

- 1.2 We are The 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.
- 1.3 The **Acceptance Form**, the **FIA Terms and Conditions**, if applicable, 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 this contract shall be enforceable by your child or by any other third party.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what will happen if you accept a place and your child does not then take up a place at the school. Clause 4 deals with the situation where you wish to withdraw a child **after** the place has been taken up.

*The failure to take up 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 children's schooling as it means we are less likely to fill the place and receive the payment for the fees for that place. This is why if you fail to give the period of notice referred to in this section for a withdrawal, different consequences follow depending on whether we get that period of notice or not.*

## **2. Acceptance and Deposit**

- 2.1 An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- 2.2 The deposit is not refundable if you accept a place, and your child does not then take up a place at the School. **The limited exception to this is where a term's notice is given and the the relevant school year is full on the first day of the term when your child should have started such that the School has filled the specific 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. This means that if, for example, your child is due to start at the School 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 (ie, the final term of the previous academic year) and the school would have to have found a replacement pupil. You should be aware that in the event of a withdrawal, even with a term's notice, it is possible that the School will not be able to find a replacement.

- 2.3 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 their 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.
- 2.4 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. If your child moves up a class and there is a structural increase in the fee, the increase in the deposit will be collected in two equal instalments over two terms.

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

- 3.1 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.
- 3.2 We refer to any items charged to you in addition to the fee as **supplemental charges**. 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.
- 3.3 All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it deals with your responsibility to pay the fees and supplemental charges.*

- 3.4 **Each of you who has signed the Acceptance 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 person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in Clause 3.5 immediately below.
- 3.5 A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that person **must** obtain the prior written consent of both the School and the other person who has signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 3.4 above UNLESS AND UNTIL the School (without obligation to do so) 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.
- 3.6 If your child has been awarded a bursary, your responsibility will be to pay for the amount of fees due after taking account of that bursary award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to

the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.

- 3.7 The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's fees 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 3.5 above). The fees must be paid in full by cheque, direct debit or direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**
- 3.8 The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit or direct bank transfer in not more than three (3) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.
- 3.9 All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice or sent as an interim fee invoice or invoiced through Parent Pay. All such supplemental charges must be paid in full by cheque, direct debit or direct bank transfer on or before the first day of the next term.

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

- 3.10 We reserve the right to refuse to allow your child to attend the School or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time, including a default in maintaining the deposit at the level required by the School.
- 3.11 We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable default in payment of supplemental charge for that activity or examination(s) remains unpaid.
- 3.12 If you do not make any payment to the School by the due date for payment (see Clauses 3.7 and 3.8 above) 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. Unless we tell you otherwise in writing, this interest will 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.
- 3.13 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, ie costs that would be allowable by the courts if judgment was made in the School's favour).
- 3.14 We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental 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.

- 3.15 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.
- 3.16 Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- 3.17 From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
- 3.17.1 your identity;
  - 3.17.2 your child's identity;
  - 3.17.3 your child's right to enter, live and study in the United Kingdom; and
  - 3.17.4 the source of funds you are using to pay the fees.
- You must provide the School with the information and documentation we ask for.
- 3.18 Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- 3.19 Fees In Advance' scheme. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (ie, where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what period of notice we require from you if you wish to withdraw your child from the School or remove your child 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**".

#### **4. Notice Requirements**

- 4.1 **If you wish to withdraw your child from the School (other than at the normal leaving date (which is at the end of year 13), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given.** The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of any such fees in lieu of notice. 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) or pay the fees in lieu of notice referred to above.
- 4.2 In cases under Clause 4.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand.
- 4.3 If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- 4.4 It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

#### **5. School Policies**

- 5.1 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.
- 5.2 The School keeps rules to a minimum and those we have are in the interest of safety and in support of the School's ethos. Serious or persistent breaches of the rules may lead to suspension or exclusion.

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

- 6.1 The Head may in their 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.
- 6.2 The School Policies set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion 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.
- 6.3 Instead of exclusion or suspension, the Head may at their discretion require you to remove your child from the School if the Head considers that:
- 6.3.1 **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
- 6.3.2 your child is unable to access the curriculum, the school having made such adjustments as is reasonably practicable, and, in the reasonable opinion of the Head, the removal is in the best interest of your child or other children and/or is in the best interest of the School.

- 6.4 Should the Head exercise their right under either Clause 6.1 or Clause 6.3.1 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. Should the Head exercise their right under Clause 6.3.2, a term's fee in lieu of notice will not be charged.
- 6.5 If your child is excluded or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the exclusion/required removal will be refunded.
- 6.6 This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- 6.7 You are entitled to have any decisions taken by the School and/or Head to suspend, exclude or require the removal of your child under this Clause 6 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

## **7. The School's Obligations**

- 7.1 Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of their secondary schooling, ie to the end of year 13, subject to clause 7.2 below.
- 7.2 **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. However, once your child is in year 11 and the final term of the academic year has begun, if you wish to withdraw your child prior to entering the sixth form, Clause 4.1 will not apply.
- 7.3 While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of their 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 the child is taking part in a school activity or otherwise under the direct supervision of a member of School staff.**
- 7.4 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.
- 7.5 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)).**
- 7.6 Our website and prospectus describe the broad principles on which the School is presently run but these do not form part of this contract. 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)).

- 7.7 Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change 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 4.1 above.
- 7.8 We will monitor your child's progress at the School and produce regular written reports. **We will 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.
- 7.9 Relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School Policies.

## **8. The Parents' Obligations**

- 8.1 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.
- 8.2 You must co-operate with the School and School staff in good faith, and including in particular by:
- 8.2.1 maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the School);
  - 8.2.2 encouraging your child in their studies, and giving support at home;
  - 8.2.3 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);
  - 8.2.4 promoting the School's ethos of mutual respect;
  - 8.2.5 behaving considerately towards the School's neighbours (in particular in relation to parking and driving in the vicinity of the School);
  - 8.2.6 providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education;
  - 8.2.7 attending meetings and otherwise keeping in touch with the School where your child's interests so require;
  - 8.2.8 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 them) are not withheld; and
  - 8.2.9 fulfilling your own undertakings under these terms and conditions.
- 8.3 To help further the KAS ethos, parents are also expected to support the school in its social and fundraising activities.
- 8.4 Parents should be aware that staff cannot discuss private issues relating to other people's children.
- 8.5 **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 allergies that your child has or subsequently develops, whether underlying, 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. **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 13.1 below.**

- 8.6 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 the child 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).
- 8.7 You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- 8.8 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; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 8.9 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 8.10 below, you (and each of you) accept that the School is entitled to treat:
- 8.9.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 8.9.2 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.*

- 8.10 **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 2.2, 3.5, 3.14 or 4.) 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 have signed such notice).**
- 8.11 The School must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 8.12 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.

## 9. Insurance

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.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. 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 choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about their own privacy.*

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

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

10.1 We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us 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 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.

10.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after they have left, for the purposes of:

10.2.1 managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and

10.2.2 promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community and the body of former pupils.

In respect of sub-clause 10.2.2, 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.

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

10.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

10.3.2 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 you or your child that has previously been notified to the School, including relevant contact details.

- 10.4 Any person who has parental responsibility for your child is 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 will therefore disclose such information as a matter of routine to each such person 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 data protection law).
- 10.5 The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data:
- 10.5.1 as set out in this [Clause 10](#), and in the School's 'Privacy Notice which is available on the School's website as may be amended from time to time;
  - 10.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - 10.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

## **11. Intellectual Property Rights**

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.

## **12. 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.

**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).*

## **13. Ending this Contract**

- 13.1 In addition to where this contract is terminated automatically as a result of an exclusion or required removal under [Clause 6](#), 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:
- 13.1.1 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;
  - 13.1.2 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

or any information about your child's health, medical condition, special educational needs, disability or allergies);

13.1.3 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child;

13.1.4 you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 3.16;

13.1.5 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

13.1.6 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 because of something you have done wrong 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.

13.2 You may end this contract at any time by notice in writing to the School if:

13.2.1 you have a legal right to end the contract because of something we have done wrong; or

13.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

13.3 For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling (at the end of year 13). This may be at the end of the Year 11 if your child does not meet any requirements imposed by the School under Clause 7.2 for entry to the sixth form.

13.4 Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

#### **14. Events outside of our, or your, control (Force Majeure)**

14.1 We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance 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 14 we shall refer to such events outside of our/your control as an "**event**".

14.2 If an event 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, 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).

- 14.3 If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) 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.
- 14.4 Subject to Clause 3.15 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event, you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- 14.4.1 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;
- 14.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 14.4.1 above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) 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
- 14.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) 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 or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

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

- 15.1 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.
- 15.2 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.**
- 15.3 Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
- 15.3.1 sent by email to the School to the email address which will be provided on the School website;
- 15.3.2 delivered by hand to the School;
- 15.3.3 sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

15.3.4 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 if you provide notice under any of Clauses 2.2, 3.5, 3.14 or 4 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within [48] hours after sending the notice.**

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

16.1 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.

16.2 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. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**17. 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.