SURBITON

HIGH SCHOOL

STANDARD TERMS AND CONDITIONS

These are the terms and conditions on which we provide educational services. Please read them carefully before you accept an offer of a place at the School for your child. If there is anything in these terms that is unclear or you would like to have further explained to you, then please contact the School Office to discuss.

1. Definitions

a) In these terms and conditions, some words and phrases have particular meanings. 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 (the Pupil) at the School;

Complaints Procedure is the procedure adopted by the School for handling complaints from parents, as amended from time to time. A copy of the most up-to-date procedure is on the School website and is otherwise available from the School at any time upon request. It does not form part of the Contract between you and the School;

Contract means the Acceptance Form, the Fees List, and these terms and conditions (as in each case may be varied from time to time). It is not intended that the terms of this Contract shall be enforceable by the Pupil or by any other third party;

Deposit means the amount set out and referred to as the Deposit in the Fees List;

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

Head means the person appointed by the Company to be responsible for the day-to-day running of the School and includes those to whom any of the duties of the Head or the School have been delegated;

Parent/s or you are those who have signed the Acceptance Form as a holder of parental responsibility for the Pupil, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form;

Pupil means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

The School, we or us means the legal entity identified in Clause 1(a), or its duly authorised representative, as the context requires and which owns the educational institution referred to in the Acceptance Form as Surbiton High School;

You may also see reference to United Learning: United Learning consists of two charities which are responsible for the operation of the group's schools. The Company is one of these two charities and governs the group's independent schools.

The School Rules means the body of rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School including, but not limited to, school policies governing pupil behaviour, sanctions and attendance. Copies of school policies are available on the School website or can be made available on request from the School Office;

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

Terms and Conditions means these terms and conditions as may be amended from time to time.

a) **Who we are:** We are United Church Schools Trust ("**the Company**"), a charitable company registered in England and Wales, company registration number 02780748, charity registration number 1016538 and registered office Worldwide House, Thorpe Wood, Peterborough, England, PE3 6SB and whose registered VAT number is 834851512.

b) **What does not form part of the Contract:** The prospectus, information booklets and website do not however form part of the Contract with the School. The prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos.

2. Introduction and potential future changes

a) **The Terms and Conditions**: Except in relation to Fees (which are dealt with by the Company, in consultation with the Head), any waiver of the provisions in the Terms and Conditions is effective only if given in writing by the Head personally and the Head shall be under no obligation to agree to any such waiver.

b) **Changes at the School:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, changes may be made to any aspect of the School from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. This includes, but is not limited to, changes to the size and location of the School; its premises and facilities; the arrangements for lunches; the academic and games curriculum including its delivery, structure and composition of classes (including by electing to provide education for the Pupil remotely if the Pupil remains at home, for example, where the School is required to close the School premises); the way the School is run; the rules and disciplinary framework; the length of the school terms and the school day; and to any other aspect of the School.

c) **Notice of significant changes:** Where practicable, we will give you a Term's Notice of any planned changes that we regard as significant to the Pupil's education at the School. This will allow you time to consider the proposed change and, if you wish to withdraw the Pupil from the School before the proposed change is set to take effect, then you have sufficient time to provide the required notice of withdrawal to the School under Clause 6 below.

d) **Fee increases:** Fee levels will be reviewed during the course of the Pupil's education (usually each year). We will try to give you at least a Term's Notice of any increase and will always give you notice of any increase not later than the final day of the preceding Term. If we:

i. give you notice of an increase to the Fees before the end of the penultimate Term before the increase is to take effect, you will have time to consider the increase and, if you wish to withdraw the Pupil from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required notice of withdrawal to the School under Clause 6 below; or

ii. give you less than one Term's Notice of an increase to the Fees of more than 8%, you may withdraw the Pupil from the School from the start of the following Term without incurring fees in lieu of notice, provided that you give the School notice in writing of withdrawal within twenty-one days from the date when the notice of the increase in Fees is given. If you provide this notice, you will not need to give the usual notice as specified in Clause 6 or pay fees in lieu of notice and will be able to withdraw the Pupil without being responsible for Fees for the next term.

e) **Changes in ownership etc**: We may transfer the School's rights and obligations under these Terms and Conditions to another person or organisation. We will ensure that the transfer will not affect your rights under this Contract.

f) **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.

3. School Rules and Parents Obligations

a) **Parents' authority**: You authorise the School to take and/or authorise in good faith all decisions that, in the School's reasonable opinion, safeguard and promote the Pupil's welfare. You give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to the Pupil if in distress, to maintain safety and good order or in connection with the Pupil's health.

b) **Parents' decisions relating to the Pupil**: You (and each of you as the holders of parental responsibility for the Pupil) acknowledge and agree that, prior to and during the Pupil's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding the Pupil are concerned. Accordingly, except in relation to withdrawal of the Pupil (see Clause 6 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.

c) **Urgent medical attention while under the School's care**: If the Pupil requires urgent medical attention while under the School's care, the School will if practicable try to contact you to obtain your prior consent. However, if it is not practicable to contact you the School will make the decision on your behalf if, for example, consent is required for urgent medical treatment (including anaesthetic, operation or blood transfusions (unless you have previously notified us you object to blood transfusions)) under NHS or at a private hospital where recommended by a doctor or other medical practitioner.

d) **Participation in contact sport and similar activities**: Unless you notify us to the contrary, you consent to the Pupil participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury.

e) **Your co-operation including regarding the Pupil's conduct and attendance**: We attach importance to courtesy, integrity, manners and good discipline. You warrant that the Pupil will take a full part in the activities of the School, attend each school day, be punctual, work hard, be well behaved and comply with the School Rules. You must co-operate with the School and School staff including by:

   i. 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;

   ii. encouraging the Pupil in their studies and giving appropriate support at home;

   iii. keeping the School up-to-date and informed of matters which affect or may affect the Pupil (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for the Pupil);

   iv. ensuring that all details or other information notified or otherwise disclosed to the School about you and/or the Pupil are accurate, truthful and not misleading and that relevant details and information (or changes to them are not withheld;

   v. informing the School as soon as possible of any reason for the Pupil's absence from School;

   vi. providing cooperation and assistance to the School so that the Pupil can participate in, and benefit from, the School's provision of education;

   vii. attending meetings and keeping in touch with the School where the Pupil's interests so require;

   viii. informing the School of any health or medical condition, special educational need(s), disability or allergies the Pupil has or subsequently develops, whether long-term or short-term, including any infections. You must provide us, whether upon request or otherwise, any reports or other materials relevant to any of the same. If you withhold from or otherwise misrepresent to us information of this nature, this may result in us exercising our right to end this Contract under Clause 8(a) below;

   ix. informing the School of where any special arrangements are needed for the Pupil, including for their

education and welfare;

x. if the School so requires due to a health risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep the Pupil at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to the Pupil remotely during such period.

f) **Notifying us of special arrangements or court orders**: The Head needs to be aware of any matters that are relevant to the Pupil's education, security or safety. You must inform the School if, at any time prior to or during the Pupil's time at the School:

i. a court order is put in place or an undertaking is given to a court in respect of (or relating to) the Pupil's attendance at the School (including its premises) and/or the School's provision of education to the Pupil. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) the Pupil's living and/or contact arrangements; (ii) the Pupil'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 the Pupil. 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; or

ii. there are any situations of risk in relation to the Pupil for whom any special safety precautions may be needed.

g) **The Pupil's health**: The School may at any time require a medical opinion or certificate as to the Pupil's general physical and mental health. The age of the Pupil will be calculated in accordance with UK custom. It is a condition of the Pupil joining and remaining at the School that you complete and submit to the School a form of medical declaration concerning the Pupil's health and, where applicable, the Pupil attends a medical examination. You must comply with the School's quarantine requirements as issued from time to time.

h) **Drug and alcohol testing**: The School may, in accordance with any drugs and alcohol or other relevant policy, request the Pupil to give a biological sample under medical supervision to test for the use of drugs, alcohol or other substances damaging to health. Any drugs and alcohol policy in place from time to time has been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.

i) **Monitoring, progress reports and special educational needs**: The School shall monitor the Pupil's progress at the School and produce regular written reports. The School shall advise you if we have any concern about the Pupil'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. Subject to the School's obligations under the Equality Act 2010, you may be asked to withdraw the Pupil without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for the Pupil's needs.

j) **Conduct of the School and the Head's sanctions**: The Head is responsible for the imposition of any sanction including exclusion for non-payment of Fees, suspension during an investigation and/or following a breach of school discipline, and removal or exclusion under Clause 7 below. The Head is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline. We cannot accept any responsibility for the welfare of the Pupil while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.

k) **The School Rules**: It is a condition of remaining at the School that you and the Pupil accept the School regime and that the Pupil complies with the School Rules including any rules of appearance, dress and behaviour that apply from time to time. In addition, you must ensure that the Pupil attends School punctually.

l) **Parental exclusion from School site**: You may be excluded from School premises if the Head, acting reasonably, considers your behaviour or conduct is not in accordance with your obligations under this Contract and/or such exclusion is in the best interests of the Pupil, other pupils and/or of the School. You will be informed in writing of such a decision.

m) **Leaving School premises**: Unless otherwise stated by the School, the Pupil is required to have permission from you before leaving school premises during the course of a school day. The School is not, however, able to prevent the Pupil leaving school premises during the School day and it is your responsibility to ensure the Pupil's safe travel to and from School.

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

o) **Examinations**: The School will not enter the Pupil for an examination if the School, acting reasonably, considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her teachers.

4. Admission and progress through the School

a) **Offer of a place and Deposit**: An offer of a place at the School is accepted by you completing, signing and returning the Acceptance Form to the School and paying the relevant Deposit, as listed below. The Deposit due to secure the space for the assessed year group is detailed in the offer letter. The School will retain up to £2,000 as the ongoing Deposit once the child starts their education at the School. Should the Deposit paid be higher than this amount the remainder will be credited to the first invoice. Where a Child Student Visa or Student Visa has been required for the pupil to study at the School, the full amount is retained as the ongoing deposit. The Deposit will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on the Pupil leaving the School. Until credited, the Deposit will form part of the general funds of the School.

i. Pre-School - £1,000 deposit

ii. Reception through Year 13 - £2,000 deposit

iii. 10+ United Learning Early Entry Process- £3,500 deposit

iv. Any Year Group where a Child Student Visa or Student Visa is required – one term's fee deposit

If a pupil withdraws before joining the School, the entire deposit amount is retained (as explained in Clause 6).

b) **Progression through the School**: It is assumed that the Pupil will continue through the School, moving from the Pre-School, through to either the Boys' or Girls' Preparatory School, to the Senior School (as appropriate) and into the Sixth Form, and you must in every case give the correct notice if that is not your intention (as explained in Clause 6 below). The School shall not be obliged to permit a Pupil to move from the Pre-School to the Boys' Preparatory School, or the Girls' Preparatory School to the Senior School or to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to their academic attainment and all other relevant circumstances.

5. Fees, extras and payment

a) **What is included in the Fees**: Unless set out in the Fees List or otherwise notified to you, Fees cover the normal curriculum together with most books and stationery and, where applicable, our boarding provision.

b) **What the Fees do not include**: We refer to any items charged to you in addition to the Fees as **Extras.** By way of example, public examination charges, the teaching of English as a Foreign Language (EAL) and special needs support (subject to the requirements of the Equality Act 2010) will be invoiced as Extras. Extras may also include but are not limited to, uniform, private music lessons, school trips and sports equipment. Loss of school books, iPads or equipment or damage done by a pupil, other than fair wear and tear, may be charged as an Extra.

c) **Payment of Fees**: 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 5(i) above). The fees must be paid in full by direct debit or bank transfer on or before the first day of the term to which the invoice relates. We may not allow the Pupil to attend the School if you do not pay on time. 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 in not more than four (4) 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.

d) **Payment of Extras:** All Extras 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. All such Extras must be paid in full on or before the date shown on the invoice. The School is not responsible for any goods and services which are supplied by a third party via the School to the Pupil or you.

e) **Fees and Extras will not be reduced due to the Pupil's absence:** Fees and Extras will not normally be reduced, refunded or waived as a result of absence through sickness; or if a Term is shortened or a vacation extended; 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; or if the Pupil is released home after public examinations or otherwise before the normal end of Term (including through study leave); or if a term is shorter than others (or shortened), or for any other cause except in the sole discretion of the Head. This rule is necessary so that the School can properly budget its expenditure and to ensure that the cost of an individual default does not fall on other parents.

f) **Exclusion for non-payment of Fees**: The Pupil may be excluded from the School at any time when Fees are unpaid and after the School has given you five days' written notice of its intention to do so. This includes removal of access to any online learning / remote provision. If Fees remain unpaid for a further 28 days the Pupil will be deemed withdrawn without notice and a term's fees in lieu of notice will be immediately payable.

g) **Non-payment of Extras**: We may refuse to allow the Pupil to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable extra charge for that activity or examination(s) remains unpaid.

h) **Responsibility for payment of Fees and Extras**: Every person who has signed the Acceptance Form is liable for and must ensure that all of the Fees and Extras due are paid to the School on time in accordance with these Terms and Conditions. This is because our Contract applies to all of you together and each of you on your own. In practice this means that if Fees or Extras have not been paid then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from anyone who has signed the Acceptance Form.

i) **Payment of Fees and Extras by a third party**: The School may, in its absolute discretion, agree that the payment of Fees and Extras can be made by a third party. Any such arrangement will be subject to a separate agreement between the School and the third party. An agreement with a third party (i.e. someone who has not signed the Acceptance Form) to pay the Fees or any other sum due to the School does not release you from any liability under these Terms and Conditions to pay the Fees and Extras. The School reserves the right to refuse a payment from a third party.

j) **Late payment interest, costs and expenses**: Save where alternative provisions for payment are contained in a separate written agreement made between the School and the Parents, if you do not make any payment to the School by the due date for payment (see Clauses 5(c) and (d) above), we may charge interest to you on the overdue amount calculated on a daily basis equivalent to Barclays Bank's base rate plus 4%, on the unpaid balance from the due date for payment until receipt of the full amount outstanding. 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. You will be responsible for paying the costs (including reasonable legal costs) incurred in recovering, or attempting to recover, any unpaid Fees or Extras from you.

k) **Additional implication of non-payment**: We may refuse to allow the Pupil to attend the School or withhold any references, or withdraw sponsorship of the Pupil's Tier 4/student visa (if applicable) while Fees remain unpaid or there is a persistent failure by you to pay the Fees on time. We may inform any other school or educational establishment to which you propose to send the Pupil of any outstanding Fees or Extras.

l) **Scholarship and bursary awards**: Every award of a scholarship or bursary is subject to high standards of behaviour, attendance and work. 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, the Pupil's progress, attendance 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. You should be aware that scholarship and bursary awards may be withdrawn in the event that any Fees are more than one month overdue. 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 the Pupil, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary the Pupil 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 the Pupil at the School. The further terms of the award and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) to you. If the Pupil has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of Fees due after taking account of that award.

m) **Disclosure of information for scholarships and bursaries**: The award of a bursary of scholarship (where applicable) is made on the basis that you will make a full and sufficient disclosure of your means supported by all requested necessary documentary evidence and that you will keep the School informed on any material changes to your circumstances. Failure to do so may result in assistance being withdrawn or reclaimed with immediate effect and in that event you will be liable for the full amount of the Fees.

n) **Moving to the next stage of education**: Where the Pupil will not transition in school (see Clause 4(b)), then you are not required to give notice to remove the Pupil at the end of the academic year in which the transfer to the next stage is due to take place. However, where the Pupil does meet the criteria and you wish to withdraw the Pupil from the School before they transition to the next stage, you must give the required notice under Clause 6 below. Failure to do so will incur fees in lieu of notice.

o) **Checks on your identity and source of funds:** From time to time, we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:

   i. Your identity;

   ii. The Pupil's identity;

   iii. The Pupil's right to enter, live and study in the United Kingdom; and

   iv. The source of funds you are using to pay the fees.

   You must provide the School with the information and documentation we ask for. We reserve the right to carry out credit checks on the person(s) responsible for the payment of Fees, including where the Fees become overdue.

p) **Allocation of payments to your Fees account:** 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.

6. Notice requirements

a) **How to provide written notice to the School:** Notices that you are required to give under these Terms and Conditions must be in writing addressed to the Head and either:

   i. Sent by email to the Head of Admissions;
   ii. Delivered by hand to the School provided the School issues a signed and dated official receipt; or

iii. Sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

In all cases, the School would expect you to consult with the Head before giving notice to withdraw the Pupil. **A notice of withdrawal under this Contract (i.e. under Clauses 5(l), and 6) must be signed by each of you as holders of parental responsibility for the Pupil and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice.**

b) **Cancelling acceptance of a place before the Pupil joins the School**: If you wish to withdraw your acceptance of a place BEFORE the Pupil starts at the School, you must either give notice by the relevant deadline to that effect or pay to the School a Term's fees in lieu of notice. The date by which you must provide notice is dependent on the type of entry:

i. **10+ Early Entry:** Where a place has been accepted through the 10+ Early Entry Process (United Learning Schools), two Terms' notice is required. This means that notice must be provided by the first day of the Spring Term prior to the September in which the pupil would start.

ii. **All other entry points:** For all other entry points, one Term's notice is required. This means that if, for example, the Pupil is due to start at the School in September (at the start of the academic year) then you would need to provide notice by the first day of the preceding Summer Term.

c) **Withdrawal from the School after the Pupil has started at the School**[i] (other than at the standard leaving date i.e. Year 13), you must give notice by the relevant deadline to that effect or pay a Term's fees in lieu of notice. The date by which you must provide notice is dependent on the Pupil's year group and withdrawal date:

i. **Pre-School:** Where a pupil is not continuing through to the relevant Preparatory School from the Pre-School, notice must be provided by 30 November in the year before the Pupil would have started Reception, for example, by 30 November 2029 for a September 2030 Reception start.

ii. **Year 6 Girls at the Girls' Preparatory School:** If the Pupil is in Year 6 at the Girl's Preparatory School and is withdrawing from the School at the end of the academic year, notice must be given by the Year 7 transition and acceptance deadline. This is usually the first Tuesday in March, but parents must refer to the School website for the exact date each year.

iii. **All other year groups and withdrawal at any other time:** For all other year groups, or withdrawal at another time not stated above, one Term's notice is required. This means that if, for example, the Pupil is due to leave the School at the end of the academic year then you would need to provide notice by the first day of the Summer Term.

You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.

d) **Deposits and Fees in Lieu of Notice:**

i. **If we do receive the correct notice:** Where the correct notice of withdrawal has been provided to the School, fees in lieu of notice will **not** apply. However, where a Pupil has withdrawn prior to joining the School, the Deposit shall be retained without any entitlement to a refund.

ii. **If we do not receive the correct notice:** Where the correct notice of withdrawal has **not** been provided to the School, fees in lieu of notice **will** apply. Fees in lieu of notice are charged at the same rate that would have applied, had the Pupil joined or continued at the School. Fees in lieu of notice will become payable by you upon demand. The School will credit the Deposit you have paid (without interest or any entitlement to repayment) to the payment of any such fees in lieu of notice.

e) For the avoidance of doubt, any discounts usually applied (e.g., Staff Discount, Scholarships, Bursary etc.), shall **not** be applied to an invoice where fees in lieu of notice have been charged. **Discontinuing Extras**: If you wish to withdraw the Pupil from an activity charged for as an Extra, you must either give half a term's written notice or half a term's fees for the Extra will be immediately payable in lieu as a debt. Half a term's notice means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

f) **Withdrawal part way through a term:** It is not possible for you to reduce the amount of Fees or Extras due, or to obtain a refund of Fees or Extras, by withdrawing the Pupil or by the Pupil's ceasing to participate in an activity part-way through a Term.

7. Removal and Exclusion of a Pupil

a) **The Head's discretion to require you to remove the Pupil from the School:** The Head may in their discretion require you to remove the Pupil from the School if the Head considers that:

I) Your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) the Pupil'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 because of something you have done wrong; or

II) The Pupil'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 the Pupil or other children.

b) **What happens if the Pupil is required to be removed:** Should the Head exercise their right under Clause 7(a)(i) or (ii), you will not be entitled to any refund or remissions of Fees or Extras due (whether paid or payable) in or relation to the Term in which the Pupil is removed. The Deposit will be refunded and fees in lieu of notice will not be charged. Any Fees or Extras that have been prepaid for or relating to the Term following the required removal will be refunded.

c) **The Head's discretion to suspend or exclude a pupil from the School:** The Pupil may be suspended or, in serious or persistent cases, excluded from the School at any time if the Head considers that the Pupil's conduct or behaviour (including behaviour or conduct outside of school) is unsatisfactory and/or prejudicial to good order or the reputation of the School and the suspension or exclusion is in the School's best interests or those of the Pupil or other children. The School Rules 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.

d) **What happens if the pupil is suspended or excluded:** Should the Head exercise his or her right under Clause 7(c) above, you will not be entitled to any refund or remission of Fees or Extras due (whether paid or unpaid) in or relating to the Term in which the Pupil is excluded or suspended and (save in the case of suspension) the Deposit will be returned. Fees in lieu of notice will not be charged and any Fees that have been prepaid for or relating to any term following the expulsion will be refunded. Extras will be refunded where costs have not been incurred by the School.

e) **Exercise of the Head's Discretion:** The decision to exclude, suspend or require the removal of the Pupil and the manner and form of any announcement shall be in the sole discretion of the Head. Subject to data protection law, the School and/or its staff may not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or exclude, or which the School has acquired during an investigation.

f) **Review of disciplinary matters and decisions:** You are entitled to have any decision taken by the Head to exclude, suspend or require the removal of the Pupil under the final stage of the Complaints Procedure (which is on the School website, printed copies are available on request).

g) **Impact of exclusion or required removal**: A Pupil who has been withdrawn, excluded, suspended or removed from the School has no right to enter school premises without the prior written permission of the Head. This Contract will terminate with immediate effect if the Pupil is excluded or if you are required to remove the Pupil from the School.

8. Ending this Contract

a) **Our rights to end the Contract:** In addition to where this Contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this Contract at any time by notice in writing to you, without any obligation to return any Deposit or Fees paid to you, if:

i. you do not make a payment to us when it is due and you still do not make payment within twenty-eight (28) days of us reminding you that such payment is due;

ii. 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 the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact you / the Pupil is not or any information about the Pupil's health, medical condition, special educational needs, disability or allergies);

iii. you fail or refuse to complete and submit to the School a medical questionnaire in respect of the Pupil and/or, where applicable, your child fails to attend the School's medical examination and/or you fail or refuse to complete and submit a parental absence form;

iv. you fail or refuse to provide us with information we consider to be satisfactory as to your identity, the Pupil's identity, the Pupil'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 this Contract;

v. you (or either of you):

- are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this Contract;
- are otherwise unable to pay your debts as they fall due;
- are the subject of a bankruptcy petition or order; or
- you enter into an individual voluntary arrangement; or
- otherwise do not comply with (i.e. you breach) your obligations under this Contract such that we have a legal right to end the Contract or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this Contract.

b) **Your rights to end the Contract**: You may end this Contract at any time by notice in writing to the School if:

i. You have a legal right to end the Contract because we have not complied with our obligations under this Contract; or

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

c) **When this Contract will end if not terminated early**: For the avoidance of doubt and without us having to provide you with notice, this Contract shall end at the end of the Pupil's secondary schooling i.e. to the end of year 13. This may be sooner if the Pupil does not meet any requirements imposed by the School under Clause 4(b).

9. Boarding (where applicable)

a) **Medical Matters**: Each boarder, unless otherwise agreed by the Head, will be registered on the National Health Service list of the School Doctor and the School Dentist.

b) **Boarding and Day Status**: A change of a Pupil's place from day to boarding will depend on the availability of a boarding place at the time. You must give us a Term's Notice if you wish for the Pupil to change from boarding to day status or a term's difference in Fees (between the boarding and the day Fees) will be payable in lieu. The Head may at any time require removal of the Pupil, temporarily or permanently, from boarding in any of the circumstances described at Clause 7(a) or (c) above. In that event, there will be no refund of Fees for the balance of that term, as outlined in Clause 7 above.

c) **Travel arrangements**: The right is reserved to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the Pupil before, during or at the end

of a term. Parents of boarding pupils must adhere to the School's requirements for provision of information in force from time to time, including contact details, details of mode of travel and the address and a contact telephone number where the Pupil can be contacted when not at school premises.

d) **Fees in Lieu of Notice**: Where fees in lieu of notice are payable in accordance with these Terms and Conditions, the rate for a boarder is the rate as would have been charged for the final term of provision if the relevant notice had been given.

10. <u>How we may use Personal Information: References, Confidentiality and Data Protection</u>

a) **References for the Pupil:** We may supply information and a reference in respect of the Pupil to any educational institution which you propose the Pupil may attend or, where applicable, to any prospective employer. Where relevant this may include information about any unpaid fees. Any reference supplied by us (or received by us) shall be confidential. We will take care to ensure that all information that is supplied by us relating to the Pupil 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 the Pupil is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

b) **We will need to use information relating to the Pupil, and to you, for certain purposes connected with the running of the School and the Company:** This will include but is not limited to name, contact details, school records, photographs and audio-visual recordings, both whilst the Pupil is at the School and after he or she has left for the purposes of:

i) 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;

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 relation to (ii) to (iv) above, 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. Further information about how the School processes your and the Pupil's data can be found in the School's Privacy Notice.

c) **You are required to update the School of changes to information held, or in circumstances relating to, you and/or the Pupil:**

You must:

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

ii) inform the School of any change to you or the Pupil's circumstances (including, where applicable, in connection with the Pupil's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or the Pupil that has previously been notified to the School, including relevant contact details.

d) **As a 'Student Sponsor' school we need to provide certain information to the Home Office:** In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we may need to provide information relating to you and/or the Pupil's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor the Pupil or not). Such information may include information about the Pupil's immigration status, attendance records, and any changes in your or the Pupil's circumstances (including where the Pupil is excluded, required to be removed, or this Contract is terminated).

e) **The School will send information (e.g., school reports) about the pupil to both of you as a matter of course.**

Any person who has parental responsibility for the Pupil is entitled to receive certain information about the Pupil 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 data protection law).

f) **Data Protection Law:** The School and the Company will process personal data about you and the Pupil in accordance with data protection law including the Data Protection Act 2018 (as each amended or superseded), and other related legislation. The School and the Company will process such personal data:

i) as set out in this Clause and in the School's Privacy Notice as may be amended from time to time and which is available on the School's website;

ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

iii) to perform our obligations under this Contract, and where otherwise reasonably necessary for the School's purposes.

11. Intellectual Property Rights

We shall recognise any intellectual property rights created, generated or owned by or vested in the Pupil. Intellectual property, including copyright, created solely by the Pupil in the course of their studies or in connection with the School will be owned by the Pupil. Where the Pupil creates a work protected by an intellectual property right in the course of their studies or in connection with the School jointly with an employee of the School, the intellectual property right shall be owned jointly by the Pupil and the School. You hereby grant a non-exclusive licence to the School permitting the use by the School of all intellectual property rights created by the Pupil in the course of their studies or in connection with the School, either alone, jointly with another pupil, or jointly with an employee of the School.

12. Events outside of our, or your, control

a) **What we mean by an "event outside of our/your control"**. The School means any event beyond either your or our reasonable control including, but not without limitation, 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 we shall refer to these as an "**event**".

b) **What happens if the School is affected by an event outside of our control.** If an event arises which prevents, hinders 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 the provision of appropriate educational services remotely).

c) **Events lasting more than 6 months**. If the School is wholly and completely prevented from performing all of its obligations (and is unable to provide educational services remotely) as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this Contract on written notice to the School and without giving the required notice or paying fees in lieu of notice.

d) **What happens if the Pupil is affected by an event outside of your control.** Subject to Clause 5(e) (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if the Pupil is wholly and completely unable to participate in the provision of any education at the 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:

i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this Contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

ii) in circumstances where, following the efforts made and steps taken under Clause 12(d)(i) above, the Pupil 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

iii) if the event continues to prevent the Pupil 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 giving the required notice or pay a term's fees in lieu of notice.

13. General Conditions

a) **Residence during Term Time**: The Head must be notified in writing immediately if the Pupil will be residing other than with a person who has legal responsibility for the Pupil on a full-time basis during term time.

b) **Absence of Parents**: If at any time during the Pupil's time at the School, both of you will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a 24 hour period or longer, then you must inform the School immediately in writing and provide the details required by the School as a result, including the name, address and telephone number for a 'responsible adult' for the period of your absence. When all of those who have signed the Acceptance Form reside outside the United Kingdom, you must inform the School of a suitable adult (or education guardian) who has agreed to take full responsibility for the Pupil when not at school and who can, if necessary, come to the School at short notice. The School may ask you to complete a parental absence form.

c) **Liability and insurances**: You must make your own insurance arrangements if you require cover for the Pupil or their property while at School or on the way to or from school or on any school sponsored activity away from the School, or for the payment of Fees due to absence of the Pupil or closure of the School premises. The School is not responsible for any such to insurance.

d) **Concerns/complaints**: If you have cause for serious concern as to a matter of safety, care, discipline, progress or quality of education, you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure which is available on the School website, and is otherwise available from the School at any time upon request.

e) **Interpretation**: Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of this Contract.

f) **The law that applies to this Contract:** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and Wales. You and the School irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this Contract or its subject matter or formation (including disputes or claims relating to non-contractual obligations).

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

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