



BISHOP  
CHALLONER  
SCHOOL



PARENT  
CONTRACT

TERMS & CONDITIONS

# 1. Bishop Challoner School Parent Contract Terms and Conditions

## Introduction

Bishop Challoner School ('the School, 'we' or 'us') of 228 Bromley Road, Shortlands, Kent, BR2 0BS is a company limited by guarantee under Company No: 08652238. Registered Charity Number: 1153948

These Terms and Conditions together with the Letter of Offer, the Acceptance Slip and the Scale of Fees (as amended at the start of each Summer Term) constitute the terms of a binding contract (the "Contract") between the Parents and the School for the provision of educational services. It is not intended that the terms of this Contract shall be enforceable by a child or by any other third party.

The School's website and policies, unless referred to in these Terms and Conditions and expressly incorporated into the Contract, are subject to change from time to time as may be required for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School and do not form part of the Contract between the School and the Parents.

Please read these Terms and Conditions 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 that are otherwise highlighted to make them stand out. This is intended to draw certain provisions to your specific attention because they are important.

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

## Definitions

(a) In these Terms and Conditions

'Acceptance Slip' means the form provided by the School for Parents to complete when accepting a place offered to their child at the School;

'the Behaviour Management Policy' means the policy that sets out the reward and sanction systems implemented by the School and the discipline structure which the Head is entitled to exercise a wide discretion in relation to. The Codes of Conduct form part of the Behaviour Management Policy;

'Codes of Conduct' means the 'Golden Rules' for Junior Pupils in EYFS, Junior School Code of Conduct for Junior Pupils in Years 3 to 6 and Senior School Code of Conduct for Senior School Pupils which set out the standards of behavior and conduct expected of all children that attend the School;

'Child' means the child of whatever age named on the Acceptance Slip to be (or intended to be) admitted by the School to be educated;

'the Complaints Procedure' is the School's procedure for dealing with concerns raised by Parents about the education and/or welfare of children which attend the School as amended from time to time, a copy of which is available on the School's website and can be supplied on request by the School;

'Deposit' means the non-refundable deposit sum set out in the Acceptance Slip as amended from time to time;

'Fees' means the fees set out in the Scale of Fees and on the School's website as amended at the start of each Summer Term;

'Head' means the person appointed by the Trustees of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated; 'Term' means a term of the School as notified to Parents from time to time;

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

'Terms and Conditions' means these terms and conditions as amended from time to time;

'Parents' (or 'you') means each person who has signed the Acceptance Slip as parent or guardian of a Child or who, with the School's written consent, replaces a person who signed the Acceptance Slip.

'Registration Fee' means the non-refundable fee payable by Parents when returning a completed Application Form.

## **1. Admissions, Acceptance and Deposit**

- (a) Applications are considered by the School when the Application Form is completed and returned to us and the nonrefundable Registration Fee is paid by Parents.
- (b) An offer of a place for a Child at the School will be subject to availability of places and the Child and the Parents satisfying the School's admission requirements (which may include interview, entrance examination and/or assessment) at the relevant time. Where an offer is made, where appropriate, the offer will be subject to a satisfactory school reference, receipt of a copy of a Child's most recent school report, receipt of a Child's file from their previous school and the Child's continued good behavior and effort.
- (c) An offer of a place for a Child at the School is accepted by Parents completing the Acceptance Slip and paying the Deposit.
- (d) If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process, the Parents may cancel the Contract at any time within 14 days of the Acceptance Slip being received by the School. In such circumstances, the Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under the Contract.
- (e) **Save where clause 1(d) applies, the Deposit is not refundable if a Child does not take up a place at the School.**
- (f) **The withdrawal or cancellation of a place by Parents after acceptance can cause long term and substantial losses to the School. If you accept a place for your Child by signing and returning the Acceptance Slip and paying the Deposit and you subsequently withdraw your acceptance before your Child starts at the School, in addition to the Deposit being forfeited under clause 1(e), a Term's Fees will be payable to the School as a debt.** This clause supersedes the notice provisions for existing pupils shown at clause 3(a).
- (g) The Deposit will form part of the general funds of the School whilst the Child remains at the School. When the Child leaves the School, the deposit will be offset against any amounts outstanding to the School. Any balance remaining will become repayable to the Parents without interest after all payments due to the School have been settled.

## 2. School Fees

- (a) All the cost incurred in the usual course of the education by the School of your Child, including the provision of any necessary school books and apparatus, shall be met by the Fees unless otherwise notified to you by the School at any time (either in the Scale of Fees or otherwise). Although this is not purposed to be an exhaustive list of all items that are not included in the Fees, school uniform, PE kit, school lunches, educational visits, public examinations and extra-curricular activities are not included in the Fees and are either charged as supplemental charges on the Parents' termly fee account or are payable by Parents in advance.
- (b) Charges for private music lessons that your Child may participate do not constitute supplemental charges due to the School as they are subject to a separate agreement between the teacher and the Parents and payments are made directly to the teacher. As such, any notice given to terminate private music lessons should be given by Parents directly to the teacher rather than the School. The School accepts no liability or responsibility for the welfare of any Child that takes part in private music lessons off School premises.
- (c) You may also be charged for the cost of damage to any school building or school property or damage caused off-site whilst your Child participates in a School activity, for books or other School property that are not returned when required and other costs and expenses incurred by the School in relation to your Child.
- (d) The School reserves the right to charge for the provision of additional teaching or teaching support which may be required in providing for the special educational needs of a Child. Parents will also be solely responsible for additional expenses, such as fees payable for obtaining external reports to establish the special educational needs of a Child. If, in the professional opinion of the Head, the School is not able to adequately provide for the special educational needs of a Child, following consultation with the Parents, the Parents will be asked to withdraw the Child from the School without being charged Fees in lieu of notice.
- (e) **All Fees are payable by Parents in advance, on or before the first day of each Term**, unless an instalment arrangement is agreed in advance by the School (under clause 2(f)). Payment of Fees may be made by:
- i. Cheque – made payable to Bishop Challoner School;
  - ii. Debit Card – free of charge;
  - iii. Credit Card (American Express is not accepted by the School) – a 2% charge is levied for Credit Card payments;
  - iv. Bank Transfer – bank details can be obtained from the School; or
  - v. Banker's Draft.

Any instalment payments made in accordance with clause 2(f) must be paid by Direct Debit.

- (f) The School may, at its discretion, agree to accept payment of current, past or future Fees by instalments. In the event that the School agrees to you paying Fees in instalments, the agreed amount for each Term's Fees must be paid by you by direct debit in the agreed number of instalments. The School will issue a schedule of instalments relating to the Fees due in respect of each Term as evidence of the instalment agreement between you and the School. Where there are inconsistencies between the instalment agreement between Parents and the School and these Terms and Conditions, the instalment agreement shall prevail.

- (g) **Each person who has signed the Acceptance Slip is jointly and severally liable for the all Fees due and any supplemental charges. The persons who have signed the Acceptance Slip remain liable to the School for the whole of the Fees and supplemental charges due unless and until the School has agreed in writing to look exclusively to any one of you or another person for payment of the Fees or any part of them. This means that the School can seek payment of any outstanding Fees and supplemental charges from either Parent.**
- (h) The School may agree to Fees and supplemental charges due to the School being paid by a third party, such as an employer or grandparent. In which case, a separate agreement will be entered into between the School, the Parents and the third party. An agreement between the School, Parents and third party to pay the Fees does not release the persons who signed the Acceptance Slip from liability to pay the Fees and any supplemental charges if the third party defaults and does not pay all sums due to the School. An agreement between the School, Parents and third party for the payment of Fees does not invalidate or affect the operation of these Terms and Conditions. The School is under no obligation to accept payments from third parties.
- (i) **A person who has signed the Acceptance Slip may withdraw from this Contract with the School by submitting a Term's Notice and provided that they have obtained the prior written consent of the School and the other person who signed the Acceptance Slip.**
- (j) The School makes provisions for a number of scholarships and bursaries which are subject to separate Scholarship/ Bursary Terms and Conditions. Any application for a scholarship or bursary is considered for the Term following the Term during which the application is received by the School. If your Child is offered a scholarship or bursary, your liability to pay the Fees will be for the amount of Fees due after taking into account the scholarship or bursary awarded. Scholarships and bursaries may be reviewed by the School termly and if, in the reasonable opinion of the Head, the award should be withdrawn, you will be notified of this in writing and the normal Fees will be due in subsequent Terms (not the Term during which you were given notice of the award being withdrawn). If your Child is offered a scholarship or bursary, you must keep the amount awarded confidential and you are not permitted to discuss the amount awarded with other Parents or pupils at the School. **If notice is given to withdraw a Child that has a scholarship or bursary from the School, the scholarship or bursary will be withdrawn on the date that the notice is received and full Fees will be charged and due to the School for the duration of the notice period.**
- (k) **We reserve the right to require you to withdraw your Child from classes and/or to withhold any references while Fees or supplemental charges are not paid on time.** If you are required to withdraw your Child from classes for a period of 28 days or more as a result of Fees and/or supplemental charges being overdue for payment, they will be deemed to have been withdrawn without a Term's Notice being given by the Parents and Fees in lieu of notice will be due to the School in accordance with clause 3(a).
- (l) We may make an interest charge to you of 1.5% of the overdue amount per half term on late payments of Fees and supplemental charges. This interest shall accrue on a half termly basis from the date that the Fees and supplemental charges fell due to the actual date of payment of all overdue sums. If Fees and supplemental charges for a Term are paid before half-term, no interest will be charged. If interest is charged you must pay the School the interest together with the overdue amount. You accept that the interest charged represents a genuine pre-estimate of the cost of default or late payment to the School. You will also be liable for all costs, fees, disbursements and charges (including legal fees) that the School may reasonably incur in the recovery of any unpaid Fees and/or supplemental charges from you as a debt. We reserve the right to charge you an administration fee of £25 to cover the cost of the additional work involved in dealing with any late payment of amounts due to the School.
- (m) The Fees and supplemental charges will be reviewed annually and may be increased by such amount as the School considers reasonable. We shall endeavour to give Parents at least half a term's notice of any increase in the fees due for a particular Term and, in any event, shall give you notice of any such increase not later than the final day of the preceding Term.

- (n) Fees and any supplemental charges will not normally be reduced or refunded as a result of a Child's absence due to illness, if a Term is shortened, if a Child is released home before the normal end of Term, if the School is temporarily closed (such as for snow days or due to other adverse weather conditions) or otherwise.

### 3. Notice Requirements

(a) **If you:**

- (i) **wish to withdraw your Child from the School; or**
- (ii) **do not intend for your Child to progress from Junior School to Senior School or from Senior School to Sixth Form the following notice periods/ Fees in lieu of notice shall apply:**

<b>Leaving Point</b>	<b>Notice Required to the School or Fees in lieu of notice payable</b>
During any School year	<b>A Term's Notice in writing must be given to the School or a Term's Fees in lieu of notice will be due and payable to the School</b>
At any time from Reception to the end of Year 5	<b>A Term's Notice in writing must be given to the School or a Term's Fees in lieu of notice will be due and payable to the School</b>
At the end of Year 6 (if you do not intend for your Child to automatically transfer to the Senior School) (subject to clause 6(a))	<b>Written notice must be given to the School by the date that the School will confirm to you (by giving you no less than 28 days advanced written confirmation of the date) or a Term's Fees in lieu of notice will be payable to the School</b>
At any time from Year 7 to the End of Year 10	<b>A Term's Notice in writing must be given to the School</b>
	<b>or a Term's Fees in lieu of notice will be due and payable to the School</b>
At the end of Year 11 (if you do not intend for your Child to proceed to the Sixth Form) (subject to clause 6(b))	<b>A Term's Notice in writing must be given to the School. If you do not give a Term's Notice that your Child is not intending to enter the Sixth Form and they meet the School's Sixth Form entry requirements, a Term's Fees in lieu of notice will be payable. If you do not give a Term's Notice but your Child does not meet Sixth Form entry requirements, no Fees in lieu of notice will be due to the School</b>
At the end of Year 12	<b>A Term's Notice in writing must be given to the School or a Term's Fees in lieu of notice will be due and payable to the School</b>

- (b) **If you wish to withdraw your Child from an activity which is charged for as supplemental to the Fees at any time, a Term's Notice in writing must be given to the School or a Term's charges for the activity that your Child has ceased to participate in will be payable to the School in lieu of notice.**

- (c) Provisional notice may be accepted by the School on the condition that it is confirmed or cancelled no later than the following half-term. Provisional notice cannot be rolled forward from Term to Term.
- (d) You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of Fees and/or supplemental charges due or to obtain a refund of Fees or supplemental charges by withdrawing your Child or by your Child ceasing to participate in an activity part-way through a Term.
- (e) You acknowledge that the School's year is structured across 3 terms and that, if you give notice to withdraw your Child from the School or to withdraw your Child from an activity which is charged for as supplemental to the Fees, it must be, at the very latest, received by the School in writing before the first day of the Term preceding the Term to which the notice relates and that failure to do so will result in a full Term's Fees being payable under clause 3(a).

#### **4. Behaviour and Code of Conduct**

- (a) **It is a condition of your Child remaining at the School that your Child complies with the applicable Code of Conduct (as they progress through the School) and the ICT Code of Conduct as amended by the School from time to time.** The Codes of Conduct outline the School's expectations and gives positive guidance as to the expected standards of behaviour. In particular you undertake to ensure that your Child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) Subject to applicable data protection legislation, the School reserves the right to monitor your child's email communication, use of social media and internet use for the purpose of ensuring compliance with the Code of Conduct.

#### **5. Discipline**

- (a) You accept that the School will be run by the Head in accordance with the authorities delegated to him/her by the Trustees of the School. The Head is entitled to exercise wide discretion in relation to the School's policies including the Behaviour Management Policy, E-Safety Policy, Anti-Bullying Policy, Smoking, Alcohol and Drugs Policy, Educational Visits Policy and Exclusions Policy.
- (b) You accept that the Head and other members of staff acting on the Head's behalf have the authority to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of all pupils at the School and the School community as a whole.
- (c) The Head may in his/her discretion require you to remove your Child from the School or may suspend or expel your Child from the School if he/she considers that your Child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and, in the reasonable opinion of the Head, the Child's removal is in the School's best interest or those of your Child or other children.
- (d) The School's Behaviour Management Policy, as amended by the School from time to time, sets out examples of offences which are likely to be punishable by suspension or expulsion. You agree and accept that these examples are not exhaustive and that the Head may decide to suspend or expel your child for a lesser offence or where such punishment is justified due to previous misbehavior by your Child.
- (e) You agree to comply with the Parent Code of Conduct (copies of which are readily available from the School office) at all times whilst your Child remains a pupil at the School. The Head may in his/her discretion require you to remove your Child from the School or may suspend or expel your Child if your behaviour or conduct (or the behavior or conduct of one of you) is in the opinion of the Head unreasonable and affects or is likely to adversely affect your Child's progress at the School or other

children's progress at the School or the well-being of School staff or to bring the School into disrepute and/or is not in accordance with your obligations under these Terms and Conditions.

- (f) **If your Child is expelled or you are required to remove your Child from the School in accordance with clauses 5(c) or 5(e) above, the Deposit and Fees and supplemental charges for the current Term at the point of expulsion or removal will not be refunded. The School will not charge a Term's Fees in lieu of notice but all arrears of Fees and supplemental charges due to the School will be payable upon demand and, if not paid on demand, recoverable as a debt.**
- (g) In cases of serious disciplinary matters, you will be entitled to have the decision taken by the Head and/or School reviewed. The Head will advise the Parents of the appeal/review procedure (that applies at that time) under which a review by a panel of three Trustees (which may include an independent member) shall be conducted.
- (h) The School reserves the right to record the leaving status of any Child that is expelled, withdrawn or removed on the Child's file immediately after expulsion, removal or withdrawal.
- (i) Parents may raise complaints about any matter of School policy or administration which does not involve the expulsion or removal of a Child under the School's Complaints Procedure.

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

- (a) Subject to these Terms and Conditions, the School undertakes to accept your Child as a pupil of the School. It is assumed that, if your Child meets the relevant criteria at the time of joining the School, they will progress through the School to complete Junior School and/or Senior School (depending on the point of admission). Pupils that attend the Nursery do not have an automatic right to a place in the Reception Class of Junior School and Parents will need to apply for such places. Pupils that complete Year 6 will normally automatically transfer to the Senior School. However, the School reserves the right to refuse a place for your Child in the Senior School if they are assessed, in the reasonable option of the Head, as not being suitable. The School will consult with Parents before the end of Year 5 if there appears to be any reason to refuse a place in the Senior School and will confirm its decision in that respect to you in writing as soon as practicable.
- (b) Any pupil that progresses through the School to complete Year 11 is not guaranteed an offer of a place in the Sixth Form. The School shall not be obligated to permit your Child to enter the Sixth Form unless it is satisfied that it is appropriate to do so having regard to your Child's academic attainments and all other relevant circumstances. The School may make a decision as to whether your Child may be offered a place in the Sixth Form after GCSE (or equivalent) examination results are known and make entry to the Sixth Form conditional upon the results of such examinations.
- (c) While your Child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your Child while off School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of School staff.**
- (d) We undertake not to subject your Child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your Child's safety or otherwise. Unless you notify us to the contrary, you consent to your Child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) You authorise the School to act, where necessary, in loco parentis whilst your Child is on the School premises or is participating in off-site activities organised by the School and to take and/or authorise all decisions that safeguard and promote the pupil's welfare.



- (f) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you, **we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic , blood transfusion or operation) recommended by a doctor.**
- (g) Although our Prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, save where incorporated by these Terms and Conditions, it does not form part of the Contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum, and where appropriate we will give parents notice of any changes that we regard as significant to your Child prior to the end of the penultimate term before the change is to take effect.
- (h) We shall monitor your child's progress at the School and produce regular written and oral reports, which include Parents Evenings. The School does not guarantee that any Pupil will achieve his/her desired examination results.
- (i) We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions or learning disabilities. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged Fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your child's special educational needs.
- (j) Religious observance at the School shall be conducted in accordance with the Catholic ethos of the School. Attendance at religious services is compulsory except for pupils whose parents, for religious reasons, have the Head's permission for the pupil to be exempted. Parents seeking such exemption should notify the Head in writing, stating their reasons.

## **7. The Parents' Obligations**

- (a) In order to fulfil our obligations under the Contract we require you to maintain a constructive relationship with the School in particular by you fulfilling your own obligations under the Contract.
- (b) You are required to co-operate with the School by encouraging your Child in his or her studies, and giving appropriate support at home; keeping the school informed of matters which affect your Child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your Child's interests so require.
- (c) You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If your Child presents a health risk to others (for example by reason of a virus), you undertake to keep your Child at home and not to permit him/her to return to the School until such a time that a doctor has confirmed that others are no longer exposed to a health risk.
- (d) You undertake to inform the School if you are aware or suspect that your Child has a learning difficulty, special educational need or any behavioural difficulty and you must provide the School with copies of all written reports and other relevant information.
- (e) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to inform the School if any court order is made or an undertaking is given to a court that may impact upon your child's attendance at the School, your Child's living and contact arrangements, your Child's education and welfare and/or the payment of Fees and/or supplemental charges.
- (f) Save for where clause 7(g) applies, the School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Slip as having been given on behalf of

each such person. Unless other arrangements are agreed between you and the School, we shall be entitled to treat any communication from the School to any such person as having been made to each of them.

- (g) **A notice to withdraw your Child served under these Terms and Conditions must be in writing and signed by each person that signed the Acceptance Slip.**
- (h) The Head must be informed 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.
- (i) You must inform the School immediately if your Child does not have an automatic right to study in the United Kingdom and requires a visa. The School is not currently a registered UK Border Agency sponsor and, therefore, where a child does not have a legal right to study in the UK, the School will terminate the Contract with immediate effect, the Deposit will be forfeited and Fees and supplemental charges for the current Term will not be refunded.
- (j) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

## **8. Insurance**

- (a) You must make your own insurance arrangements if you require cover for your Child's personal property while at School. Your Child is responsible for the security and safety of their personal property.
- (b) The School does not accept liability, unless caused by negligence or some form of wrongdoing causing injury, for any injury or loss caused to you, your Child or their personal property.
- (c) The School provides Personal Accident Insurance for all pupils. You must make your own arrangements if you require additional cover for your Child.

## **9. Confidentiality, References and Data Protection**

- (a) You consent to the School supplying information and a reference in respect of your Child to any educational institution which you propose your Child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your Child is alleged to have suffered resulting from a reference or report given by us.
- (b) You authorise the School to use and disclose confidential information relating to you and your Child on a need to know basis where necessary to safeguard or promote your Child's welfare or to avert the risk of harm to your Child or another pupil or person at the School.
- (c) You consent to us making use of information relating to your child whilst he or she is at the School and after he or she has left for the purposes of communicating and managing relationships with pupils and former pupils of the School. **You also consent to the School obtaining and using photographs or images of your Child for use in promotional material (including the prospectus and the website), press and media purposes and educational purposes.**
- (d) You agree and acknowledge that those persons who have parental responsibility for your Child are entitled to receive relevant information about the Child from the School (including school reports). The School shall, therefore, disclose such information to persons with parental responsibility unless there is a court order in place that prevents the School from doing so or the School is prevented from doing so by virtue of another legal obligation.

- (e) The School will process personal data about you and your Child in accordance with the Data Protection Act 1998.

## **10. Termination**

- (a) **The School may terminate the Contract at any time by notice in writing to you, without any obligation to return the Deposit or any Fees or supplemental charges paid if your Child is expelled or you are required to remove your Child from the School.**
- (b) Unless otherwise terminated in accordance with these Terms and Conditions and save as provided for under clauses 10 (c) and 10 (d) below, the School may terminate the Contract on one Term's Notice. The School will not terminate the Contract without good cause (to be determined by the Head) and without prior consultation with the Parents. In such circumstances, subject to all Fees due to the School being paid in full, the Deposit will be returned to you.
- (c) The School shall be entitled to terminate this Contract by notice in writing (without prejudice to its rights and other remedies) and without any obligation to return the Deposit or Fees paid if you are in material breach of any obligation under this Contract or other agreement with the School, including for the avoidance of doubt, persistent late or nonpayment of Fees and/or supplemental charges and you have not remedied the same within 14 days' notice from the School requiring it to be remedied.
- (d) The School may terminate this Contract forthwith by notice in writing (without prejudice to its rights and other remedies) if you (one or both of the persons that signed the Acceptance Slip) are unable to demonstrate that you will be able to pay the Fees and supplemental charges when they fall due, you are otherwise unable to pay your debts, you are the subject of a bankruptcy order or petition or you enter into an individual voluntary arrangement.
- (e) You may terminate this contract at any time by notice in writing to the School if you have a legal right to end the Contract because of something we have done wrong or the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (f) Unless otherwise terminated in accordance with these Terms and Conditions, the Contract between you and the School will terminate at the end of your Child's schooling.

## **11. Communications**

**All notices required to be given under these Terms and Conditions must be given in writing. Any notice provided by email must also be sent by post and signed by each person that signed the Acceptance Slip. You undertake to notify the School of any change of address of any person who has signed the Acceptance Slip. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these Terms and Conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.**

## **12. Force Majeure (events outside of our/your control)**

- (a) In these Terms and Conditions by an 'event outside of our/your control' we mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or government order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 12 we shall refer to these as an 'event'.
- (b) If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under the Contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (and subject to Clause 12(c)), the School will

not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the School shall try during the continuance of the event to provide educational services (including by providing appropriate educational service remotely).

- (c) If the School is prevented from performance of all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the Contract after such period and you shall then, following receipt of such notice, be entitled to end the Contract on written notice and without giving a Term's Notice or paying Fees in lieu of notice.
- (d) Subject to Clause 2(n), if your Child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - i. In consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this Contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - ii. In circumstances where, following the efforts made and steps taken under (i) above, your Child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including any obligation to pay fees, pro-rated accordingly) during the continuance of the event majeure; and
  - iii. If the event continues to prevent your Child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this Contract may be performed and, following such discussions, you shall be entitled to cancel the Contract on

written notice to the School and without giving a Term's Notice or paying a Term's fees in lieu of notice.

### **13. Jurisdiction and Governing Law**

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

### **14. Variations**

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

### **15. Change in Ownership**

In the event that the School undergoes a merger or change of ownership, the School is free to assign the benefits and rights of the Contract to another party.

### **16. Consumer Protection**

You agree and acknowledge that care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any provisions or words in these Terms and Conditions infringe the Consumer Rights Act 2015 or any other relevant legislation in effect from time to time, any such provision or words shall be treated as severable and shall be replaced with such wording which sets out the original meaning and intention of the School without so infringing.

**17. Enforcement**

If we choose not to enforce any part of the Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this Contract and, if we cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.