



Standard Terms and Conditions

The Leighton Park Trust: a company limited by guarantee

Registered Office: Shinfield Road, READING, RG2 7ED

Registered in England No: 171900 Registered Charity No: 309144

A Introduction

- 1 These **Terms and Conditions** reflect the custom and practice of independent Schools for many generations and they form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each student and the stability, forward-planning, proper resourcing and development of Leighton Park School.
- 2 **Variations:** these terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.
- 3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at Sections H & I below.
- 4 **Managing Change:** Leighton Park School, as any other School, is likely to undergo a number of changes during the time your child is a student here. Please see Section K for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 5 **Documents referred to:** Before accepting the offer of a place, parents and students should read 'Gold Book', which is available on the School website. This refers to current rules and procedures as updated from time to time and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to Section K.

B Terminology

- 6 "**The School**"/"**We**"/"**Us**" means Leighton Park Trust trading as Leighton Park School as now or in the future constituted (and any successor).
- 7 "**School Governors**"/"**Governing Body**" means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
- 8 "**The Head**" means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.
- 9 "**The Parents**"/"**You**" means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "Parental Responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party.
- 10 "**The Student**" is the child named on the Acceptance Form. The age of the Student will be calculated in accordance with UK custom.

C Admission and Entry to the School

- 11 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the School when the Registration Form has been completed and returned to Us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Student and Parents satisfying the admission requirements at the time. "Admission" occurs when Parents accept the offer of a place.

"Entry" is the date when a Student attends the School for the first time under this contract.

- 12 **Equal Treatment:** The School is a boarding and day school for boys and girls aged from 11-18 years. The School has a Quaker ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants, Students and members of staff who have disabilities for which, after reasonable adjustments, We can cater adequately.
- 13 **Offer of a Place and Deposit:** An "Acceptance Deposit" (as indicated in the Offer Letter) will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Student leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless the Parent wishes to donate the Acceptance Deposit to the School's Foundation. All Acceptance Deposits include a subscription for Lifetime Membership to 'Old Leightonians' and this element will be retained by the School when students leave Leighton Park.
- 14 **Additional Deposit:** For administrative reasons, the right is reserved to require payment of up to 50% of the annual boarding Fees ("Additional Deposit") as a deposit in the case of a student whose normal residence is outside the United Kingdom. The Additional Deposit will be held and repaid in accordance with the terms applicable to the Acceptance Deposit in clause 13 above. See also clause 77 (cancellation rights).
- 15 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents.

D Pastoral Care

- 16 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide Pastoral Care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
- 17 **Complaints:** Any question, concern or complaint about the Pastoral Care or safety of a student must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. See also Clause 722 below.
- 18 **Student's Rights:** The Student, if they are of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to the Parent.
- 19 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Student's welfare.
- 20 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the students themselves and

between members of the staff and students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Student and Parents and we expect the same of the Student and Parents in relation to the School.

- 21 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the School's normal and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 22 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history of a learning difficulty on the part of the Student or any member of his/her immediate family, or any family circumstances, police investigations, court proceedings or court order which might affect the Student's welfare or happiness, or any concerns about the Student's safety or any change in the financial circumstances of the Parents, or if it is the Parents' intention that the Student is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more except when the Student is boarding at the School.
- 23 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information on a "*need-to-know*" basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's e-mail communications and internet use in accordance with the School's ICT Acceptable Use Policy.
- 24 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Student's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School.
- 25 **Leaving School Premises:** We will do all that is reasonable to ensure that the Student remains in the care of the School during School hours but we cannot accept responsibility for the Student if they leave School premises in breach of the School rules and regulations as set out in the Gold Book and we are not legally entitled to prevent a student aged 16 years or over from leaving the School.
- 26 **Residence During Term Time:** The Student, except when boarding, is required during term time and at weekends, exeats (permitted periods of time away from School) and half term, to live with the Parents or legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Student will be residing during term time under the care of someone other than the Parents.
- 27 **Communication with Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Student from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in section H.
- 28 **Absence of Parents:** When both Parents will be absent from the Student's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Student.

29 **Education Guardians:** A student of any age whose Parents are resident outside the United Kingdom must before Entry appoint an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Student when he or she is in the care of the Parents or the education guardian. The Parents and guardians of such students must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.

30 **Photographs (including video recordings)** The School may obtain and use photographs or images (including video recordings) of the Student for: use in the School's promotional material such as the prospectus, the website or social media; press and media purposes; or educational purposes as part of the curriculum or extra-curricular activities. Please see the student privacy notice for more information about how the School uses photographs and videos of students. The School may seek specific consent from the Parents before using a photograph or video recording of the Student where the School considers that the use is more privacy intrusive. Where the Student is of sufficient maturity (usually when aged 12 years or older) we may seek the Student's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Student alongside a photograph or video without the Parents' consent.

31 **Request for confidentiality:** The Parents may ask Us to keep information about the Student confidential. For example, You may ask Us to not use photographs of the Student in promotional material or ask Us to keep the fact that the Student is on the School roll confidential. If the Parents would like information about the Student to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.

32 **Transport:** The Parents consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

33 **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property including money, mobile electronic devices, phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

34 **Insurance:** Parents are responsible for insurance of the Student's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

35 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Student or Parents or for loss or damage to the student's personal property.

E Health and Medical Matters

36 **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Student's health and must inform the Head in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

37 **Medical Care:** Every boarder must be registered on the list of the School Medical Officer while a student at the School. Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Student home or to their education guardian when he or she is unwell.

38 **Medical Examination:** All new boarding students may be required to have a routine medical examination with the School Medical Officer (or

other doctor appointed by him), usually during the first term at the School. Arrangements can be made on request for a parent to be present but this is subject to the Student's consent if the Student is of sufficient maturity and understanding (usually at 12+ years).

39 **Student's Health:** The Head may at any time require a medical opinion or certificate as to the Student's general health where the Head considers that necessary as a matter of professional judgement in the interests of the Student and/or the School. If the Student is of sufficient age and maturity they are entitled to insist on confidentiality which can nonetheless be overridden in the Student's own interests or where necessary for the protection of other members of the School community.

40 **Medical Information:** Throughout the Student's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "*need-to-know*" basis.

41 **Emergency Medical Treatment:** The Parents authorise the Head, or in the Head's absence, the Deputy Head or the School Medical Officer to consent on behalf of the Parents to the Student receiving emergency medical treatment where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted in time.

F Educational Matters

42 **Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that the Student will achieve his or her desired examination results or that results will be sufficient to gain entry to other educational establishments.

43 **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

44 **Progress Reports:** The School shall monitor the progress of the Student and shall report regularly to the Parents by means of grade sheets and full written reports.

45 **Sex Education:** The Student will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

46 **Public Examinations:** The Head may, after consultation with Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from his or her tutors.

47 **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

- 48 **Learning Difficulties:** The School will do all that is reasonable in the case of each student to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 49 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only, they are not infallible. The Parents will be notified if a screening test indicates that the Student has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 50 **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that the Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.
- 51 **Moving up the School:** It is assumed that if the Student satisfies the relevant criteria at the time he or she will progress through the School and will ultimately complete the Upper Sixth. The Parents will be consulted before the end of the Spring Term in Year 11 if there appears to be any reason why the Student may be refused a place at the next stage of the School. Parents must give a term's notice in writing in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the sixth form, or a term's Fees in lieu of notice will be payable.
- 52 **Intellectual Property:** Where the Student creates a copyright work, including where the work is created jointly with a member of staff or another student, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.
- 53 **Student's Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to Our retaining the Student's original work at School premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Head and staff.
- 54 **Consent for Educational Visits:** A variety of educational visits will be provided for the Student. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the School in writing that they do not wish the Student to take part in a specific educational visit by signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Student taking part in all educational visits These include: visits including overnight or residential stays which take place during the weekends or school holidays; or non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day, adventure activities which may take place at any time or visits that cost less than £50. The Parents agree that the Student shall be subject to School discipline in all respects whilst engaged in an educational visit.

G Behaviour and Discipline

- 55 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Student is at issue.
- 56 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others.

Parents warrant that the Student will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School's dress code.

- 57 **School Rules:** The 'Gold Book' rules and procedures which apply are set out in the Calendar, website, and other documents published from time to time. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place.
- 58 **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each student and the School community as a whole. The School's Disciplinary and Exclusions Policy which is current at the time applies to all students when they are on School premises or in the care of the School, or otherwise representing or associated with the School.
- 59 **Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated. The Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Student to be funded at the Parents' expense.
- 60 **Procedural Fairness:** Investigation of a complaint which could lead to the temporary or permanent Exclusion, Removal or Withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Head is required before a decision is taken the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of a parent or an education guardian, the Student will be assisted by an adult, usually a teacher of his or her choice.
- 61 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 62 **Drugs & Alcohol:** The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Student's permanent medical record.
- 63 **Terminology relating to Sanctions:** In these Terms and Conditions "*Suspension*" means that the Student has been sent or released home for a limited period pending the outcome of an investigation or a Governors' Review. "*Temporary Exclusion*" means that the student has been sent home for a limited period of time as a punishment following a disciplinary hearing, and will thereafter return to school. "*Withdrawal*" means that the Parents have withdrawn the Student from the School with or without Notice required under these terms and conditions at any time after the Student has Entered the School. "*Permanent Exclusion*" is defined further in clause 65, "*Removal*" means that the Student has been required to leave the School permanently. "*Released home*" means that the Head has consented to the Student being away from School for a specified period of time. "*Exclusion*" means that the Student may not return to School until arrears of Fees have been paid.
- 64 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, sending home or suspension, or alternatively being removed or excluded.

65 **Permanent Exclusion:** The Student may be formally excluded from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of School discipline or a serious criminal offence. Exclusion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases, in accordance with the school's published procedures. The Head's decision shall be subject to a Governors' Review if requested by the Parents. Parents will be given a copy of the Review procedure current at the time. The Student shall remain away from School pending the outcome of the Review (see "Governors' Review" at clause 70 below).

66 **Fees after Permanent Exclusion:** If the Student is permanently excluded, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the overseas element (if any) of the Acceptance Deposit, and the unspent balance of any lump sum prepayment will be refunded without interest. All extras and charges incurred in the final period preceding permanent exclusion are payable.

67 **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Student, temporarily or permanently from the School, or from boarding, if, after consultation with the Student and/or Parent, the Head is of the opinion that by reason of the Student's capability or progress, the Student is unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to Withdraw the Student as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and Parents as well as those of the School (see "Governors' Review" below).

68 **Fees Following Removal:** If the Student is removed or withdrawn in the circumstances described above, the rules relating to Fees and Acceptance Deposit shall be the same as for exclusion save that the Acceptance Deposit will be refunded in full without interest.

69 **Leaving Status:** The School reserves the right to record the leaving status of the Student on the Student's file immediately after Expulsion or Removal or Withdrawal.

70 **Governors' Review:** Parents may ask for a Governors' Review of a decision to permanently exclude or require the Removal of the Student from the School or from boarding (but not a decision to temporarily exclude the Student unless the temporary exclusion is for 11 School days or more, or would prevent the Student taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when he or she informs the Parents of his or her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

71 **Student's status pending Review:** If the Parents request a Governors' Review, the Student will be suspended from School until the review procedure has been completed. While suspended, the Student shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

72 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to exclude or remove the Student must be made in accordance with the School's published complaints procedure, a copy of which is available on the School's website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H Provisions About Notice

- see also section F "Moving up the School" and section G.

73 **Term:** means the period between and including the first and last days of the relevant School term.

74 **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) a **Term's Written Notice** given by both Parents; or one of the Parents with the prior written consent of the other Parent; and in either case the prior written consent of any other person with Parental Responsibility where appropriate, before the first day of Term addressed to and received by the Head personally or the Bursar on

the Head's behalf. It is expected that Parents will consult with the Head before giving notice to withdraw the Student. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

- 75 **Fees in lieu of notice** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 76 **"A Term's Written Notice"** to be given by Parents means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given in writing if: the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw a student who has entered the School; or if, following the GCSE year or AS Level year, the Student will not return for the following year even if he/she has achieved the required grades; or the Student wishes to discontinue extra tuition; or the Student wishes to transfer from boarding to day only attendance, or from full boarding to weekly boarding.
- 77 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Student enters the School or where the Student does not enter the School. Please see section A for details of when Entry to the School occurs.
- 78 **Cancellation Rights:** 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 this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
- 79 **Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about Schooling for their children. A genuine pre-estimate of loss is fees for between one and 5 years. Nonetheless, the School agrees to limit the Parent's liability to one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of Cancellation has been given. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or the Acceptance Deposit if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School. If the place is filled immediately and without loss to the School the right is reserved to retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 80 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 78 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 81 **Withdrawal:** means the withdrawal of the Student from the School by the Parents or the Student with or without Notice required under these terms and conditions at any time after the Student has entered the School.
- 82 **Withdrawal by Parents:** If the Student is withdrawn on less than a Term's Written Notice, or excluded for more than twenty-eight days for

non-payment of Fees, Fees in lieu of Notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees. The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

83 **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.

84 **Withdrawal by Student:** The Student's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

85 **Discontinuing Extras:** Half a Term's Written Notice is required to discontinue extra tuition or half a Term's fees for the extra tuition will be immediately payable in lieu as a debt.

86 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School would not terminate the contract without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding), and would offer the Parents a Governors' Review of a decision to terminate. The Acceptance Deposit would be refunded without interest less any outstanding balance of the account.

I Fees

87 **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions may include alone or in combination any of the following charges where applicable: *Registration Fee; Acceptance Deposit; Additional Deposit; Tuition Fees; Boarding Fees; Fees for extra tuition; other extras* such as House charges, clothing and equipment, photographs and other items ordered by the Parents or the Student and *charges arising in respect of educational visits*, and *damage* where the Student alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and *late payment charges* if incurred.

88 **Payment:** The Parents jointly and severally agree to pay the Fees applicable in each School Term. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees are due and payable as cleared funds before the commencement of the School Term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

89 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.

90 **Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

91 **Refund/Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction of Fees will not be refunded, reduced or waived if a student is absent through sickness; or if a term is shortened or a vacation extended; or if a student is released home after public examinations or otherwise before the normal end of term, the school is temporarily closed due to adverse weather conditions; or for any cause other than exceptionally and at the sole discretion of the Head in a case

of genuine hardship. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) would apply if the Student is permanently excluded or removed, i.e. asked to leave. See also Section J for information about the rules on events beyond the control of the parties.

- 92 **Exclusion for Non-Payment:** The School reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not arise but the Chair of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student. A student who has been excluded at any time when fees are unpaid will be *deemed withdrawn* without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the Provisions about Notice in Section H.)
- 93 **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
- 94 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees as set out in clause 93 above.
- 95 **Appropriation:** Save where the Parents expressly state to the contrary, The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 96 **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to agreements between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 97 **Composition Schemes** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 98 **Scholarships & Bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any Bursary or other concession is calculated or assessed.
- 99 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time.
- 100 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Student is to be transferred if any Fees of this School are unpaid.

101 **Identity of Fees payer:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

J Events beyond the control of the Parties

102 **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

103 **Notification:** If the School or the Parents is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

104 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 103 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

1.1 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 103 may terminate this contract by providing at least three working days' notice in writing to the other party.

K General Contractual Matters

105 **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and students, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

106 **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

107 **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and procedures - 'Gold Book' and Regulations, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

108 **Data Protection:** The School has a parent privacy notice and a student privacy notice which explain how the School will use the Parent's and the Student's personal data. The privacy notices are published on the School's website. The Parents must read these privacy notices in full before signing the acceptance form. As the Student is going to enter Year 7 or above the Parents must show the Student a copy of the student privacy notice and discuss it with him / her before accepting the offer of a place]

109 **Consumer Rights:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

- 110 **Consultation:** It is not practicable to consult with parents and students over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School or a change of ownership which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to close a boarding house or remove a subject
- 111 **Information for parents :** We provide parents of prospective students with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or students during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.
- 112 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Student is not a party to it. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.
- 113 **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 114 **Jurisdiction:** This contract was made at the School and together with all issues relating to the provision of educational services by the School is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.