



LEIGHTON PARK
FOUNDED 1890

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. Together with:

- the letter of offer;
- the Conditions of Award, if applicable; and
- the Acceptance Form

these Terms and Conditions form the basis of a legally binding contract between the Parents and the School for the provision of educational services.

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 the '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). The School is constituted as a charitable company limited by guarantee.

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. Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions.

10 "**Parental Responsibility**" Those who have "Parental Responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract 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. Parents may also refer to a legal guardian who has signed the acceptance form. Please also see clause 90 and clause 113.

11 "**The Student**" is the child named on the Acceptance Form. The age of the Student will be calculated in accordance with British custom.

C Admission and Entry to the School

12 **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 the Parents satisfying the admission requirements at the relevant time. The

admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. "Admission" occurs when the Parents accept the offer of a place. "Entry" occurs on the date when a Student attends the School for the first time under these Terms and Conditions.

- 13 **Ethos and Character:** The School is a boarding and day school for boys and girls aged from 11-18 years. The School has a Quaker ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds.
- 14 **Offer of a Place and Deposit:** An "Acceptance Deposit" 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 stated otherwise in these Terms and Conditions or unless the Parents wish to donate the Acceptance Deposit to the School. 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. See also clause 79 (Cancellation Rights)
- 15 **Additional Deposit:** For administrative reasons, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a student whose normal residence is outside the United Kingdom. The Additional 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 stated otherwise in these *Terms and Conditions*. See also clause 79 (Cancellation Rights).
- 16 **Immigration:** The School currently holds a Student sponsor licence. The Parents must inform the School via the Admissions team 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 Student sponsor, including the passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents and digital immigration status. The Parents shall immediately inform the School of any intended or actual change in the Student's accommodation arrangements during their period of sponsorship. Please see also clause 87 (Termination by the School).

D Pastoral Care

- 17 **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 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. The Parents agree that the Head has the right to require the Student to remain away from the School temporarily at the home of his/her Parents or education guardian:
- pending the outcome of an investigation (please see also clause 62 below); or
 - if the Head considers that the Student's presence at the School presents a risk to him/her or to any other student.
- 18 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. The Parents will remain courteous and respectful at all times in their dealings with the School regardless of any complaint. A copy of the School's Complaints Procedure can be supplied on request. See also clause 69 and clause 74 below.
- 19 **Student's Rights:** The Student, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with both parents. If any conflict of interest arises between the Parents 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 Parents.
- 20 **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, and the welfare of students or staff. Please see Section E below.

- 21 **Culture:** The culture 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 the Parents and we expect the same of the Student and Parents in relation to the School and any member of the School community.
- 22 **Physical Contact:** The Parents give their consent to such physical contact as may accord with good practice, or as may be appropriate and proper for teaching and instruction, or for providing comfort to the 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 or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 23 **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; any disability, SEND need or any behavioural, emotional difficulty and/or social difficulty on the part of the Student; any family circumstances, police investigations, court proceedings or court order which might affect the Student's welfare or happiness; any concerns about the Student's safety; any significant change in the financial circumstances of the Parents; 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.
- 24 **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, members of staff 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.
- 25 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Student's safety and security. Accordingly the Parents must notify the Head in writing immediately of any family circumstances, court proceedings or 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 any other member of the School community.
- 26 **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 the School does not 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'. We are not legally entitled to prevent a student aged 16 years or over from leaving the School premises during School hours.
- 27 **Residence During Term Time:** The Student, except when boarding, is required during Term time and at weekends, exehats (permitted periods of time away from School) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately by the Parents if the Student will be residing during Term time under the care of someone other than the Parents or his/her education guardian.
- 28 **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.
- 29 **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 Parents must inform the Head in writing of the name, address and telephone number for twenty-four hour contact for the adult who will have the care of the Student.
- 30 **Education Guardians:** The Parents if resident outside the United Kingdom, must before Entry

appoint an education guardian for the Student 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 accepts no responsibility for the Student when he or she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School in advance. Parents are responsible in each case for making suitable arrangements to appoint an education guardian who must be readily available to attend the School and respond to queries as required. The Parents shall immediately on appointment provide the School with up to date contact details for the Student's appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 69.

31 **Photographs or Images (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 Privacy Notice - Parents and Students for more information about how the School uses photographs and videos of students.

32 **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. Parents will not record meetings or discussions with any staff member or representative(s) of the School without consent.

33 **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.

34 **Student's Personal Property:** The Student is responsible for the security and safe use of all their personal property including money, mobile electronic devices, phones, combination locks, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

35 **Insurance:** The 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.

36 **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 the Parents or for loss or damage to property.

E Health and Medical Matters

37 **Medical Declaration:** Before the Student enters the School the Parents will be asked to complete a Medical Information and Consent Form concerning the Student's health. Parents 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 anyone with an infectious or contagious disease(s).

38 **Medical Care:** If a boarder, the Student must be registered on the list of the Senior Nurse while a student at the School. The Parents must comply with the Senior Nurse's recommendations which may include a reasonable decision to release the Student home or to their education guardian when they are unwell.

39 **Medical Examination:** All new boarding students may be required to have a routine medical examination with the Senior Nurse (or other doctor appointed by them), usually during the first Term at the School. Arrangements can be made on request for the Parents to be present, but this is subject to the Student's consent if the Student is of sufficient maturity and understanding .

40 **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 it necessary as a matter of professional judgement in the interests of the Student and/or the School community. If the Student is of

sufficient age and maturity, they are entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the School community.

- 41 **Medical Information:** Throughout the Student's time as a member of the School, the School Senior Nurse shall have the right to disclose confidential information about the Student if it is 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.
- 42 **Emergency Medical Treatment:** The Parents authorise the Head to consent on their behalf to the Student receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents or a second emergency contact cannot be contacted in time.

F Educational Matters

- 43 **Our Commitment:** The School 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 including results that may be required for the Student to progress into the School's Sixth Form or that results will be sufficient to gain entry to other educational establishments.
- 44 **Organisation of the Curriculum:** We 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. This may be by online or other form of remote learning or may include the requirement for parents to provide the pupil with an electronic device or other equipment as considered by the Head to be necessary. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. 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. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
- 45 **Progress Reports:** The School shall monitor the progress of the Student and shall report to the Parents by means of grade sheets and full written reports.
- 46 **Sex Education:** The Student will receive health and life skills education including relationships and/or sex 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 the Student to take part in part or all of the sex education aspect of the curriculum. The Student cannot be withdrawn from relationships education.
- 47 **Public Examinations:** The Head may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of his/her 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. Public examination results will usually be shared with the Student's parents where requested.
- 48 **Examination Services:** The Head may, after consultation with the Parents and if appropriate the Student, decline to apply for post-examination services if, in his/her professional judgement, it is considered not to be in the best interests of the Student or the examination cohort to do so.
- 49 **Reports and References:** Information supplied to the Parents and others concerning the progress and character of the Student, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 50 **Learning Difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". Our staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to

as dyslexia, or of other learning difficulties.

- 51 **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 may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves. The Parents agree to cooperate fully with any investigation of the Student's educational needs and any refusal to do so may be regarded as unreasonable behaviour. See also clause 69.
- 52 **Information about Learning Difficulties:** The Parents shall notify the Head when completing the School's Registration Form and subsequently in writing if at any time they are aware or suspect that the Student has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. The Student's place will be cancelled, or, once the Student had started, the Parents will withdraw the Student, upon request, if, in the professional judgement of the Head and after consultation with the Parents and with the Student (where appropriate), the School is unable to provide adequately for a Student's special educational needs. The usual provisions regarding Notice of Withdrawal and Fees in lieu of Notice do not apply in these circumstances. The School reserves the right to charge for the provision of additional teaching and other support arrangements where it is lawful to do so.
- 53 **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 relevant criteria for progression through the School are set out in the School's Admissions Policy and / or Sixth Form brochure. 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 in the next year at the School. Unless the Student will be leaving at the end of Year 13, the Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice (in Section H) if they do not intend their child to proceed to the next year of the School, or a Term's Fees in lieu of Notice will be payable.
- 54 **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, social media or public website.
- 55 **Student's Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the School retaining the Student's original work until, in the professional judgement of the Head, 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. This does not prejudice the Student's or the Parents' right to access their personal data under data protection law. 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 or staff.
- 56 **Consent for Educational Visits:** A variety of educational visits will be provided for the Student. The Parents will be provided with relevant information in advance of educational visits. Unless the 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; or 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.
- 57 **The Cost of Educational Visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 56 above. The cost of such a visit or any visit with a cost in excess of £50 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Student from taking part in an educational visit while overdue Fees remain unpaid.

G Behaviour and Discipline

- 58 **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. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

- 59 **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.
- 60 **School Rules:** The 'Gold Book' rules and procedures which apply are set out in the Calendar, the School 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.
- 61 **School Discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student or any student or the School community as a whole. The School's Behaviour and Discipline Policy and Permanent Exclusion and Removal Review Procedures which are current at the time, are published on the School website and apply to all students at the School at all times when the Student is in or at school (including when engaged in online or remote learning), on School-organised trips, representing the School or wearing School uniform or engaging with other members of the School community or where they are otherwise associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring or could bring the School into disrepute.
- 62 **Investigative Action:** A concern, allegation, complaint or rumour of misconduct will be investigated. The Student may be questioned, and the Student and their accommodation or belongings may be searched in appropriate circumstances. The Parents will be informed of any searches for prohibited items and that the Student may face formal disciplinary sanctions unless the School is prevented from doing so. If considered necessary, the School may make arrangements for legal representation for the Student to be funded at the Parents' expense. If under the School's disciplinary policy 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 the Parents or education guardian, the Student will be assisted by an adult (usually a teacher) of their choice.
- 63 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to the 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.
- 64 **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 rules or policy. A sample or test in these circumstances will not form part of the Student's permanent medical record.
- 65 **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 or released home for a limited period as a disciplinary sanction and will thereafter return to school. "*Withdrawal*" has the meaning set out in clause 78. "*Permanent Exclusion*" means that a Student is required to leave the School permanently as defined in clause 67. "*Removal*" means that the permanent removal of the Student from the School is required in the circumstances described in clause 69. "*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.
- 66 **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, Suspension, Temporary

Exclusion or alternatively Removal or Permanent Exclusion.

- 67 **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 serious breach of discipline or a criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to permanently exclude shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the School pending the outcome of the Review (see "Governors' Review" at clause 72 and clause 73 below).
- 68 **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. The Additional Deposit, if paid, and the unspent balance of any lump sum prepayment, will be refunded without interest less any sums owing to the School. There will be no charge to Fees in Lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable. For the avoidance of doubt, all extras and charges incurred in the final period preceding permanent exclusion are payable.
- 69 **Removal in other Circumstances:** The Parents may be required to remove the Student, temporarily or permanently from the School, or from boarding, if, after consultation with the Parents and if appropriate the Student, the Head is of the opinion that the Student has committed a breach or breaches of School discipline for which Removal is the appropriate sanction; by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or in the Head's sole opinion if one or both of the Parents have treated the School or members of its staff or any other member of the School community unreasonably or in a way which could bring the School into disrepute. In these circumstances and at the sole discretion of the Head, 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. The Head's decision to require the Removal of the Student shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the School pending the outcome of the Review (see "Governors' Review" clause 72 below).
- 70 **Fees Following Removal:** If the Student is removed or withdrawn in the circumstances described above, the provisions relating to Fees shall be the same as for permanent exclusions save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 71 **Leaving Status:** The School reserves the right to record the leaving status of the Student on the Student's file immediately after Permanent Exclusion or Removal or Withdrawal.
- 72 **Governors' Review:** Parents may request a review by Governors (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 or suspend the Student unless the temporary exclusion or suspension 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.
- 73 **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.
- 74 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to permanently exclude or remove the Student must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H Provisions About Notice

- see also clause 52 "Moving up the School" and Section G "Behaviour and Discipline".

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

76 **Notice:** 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.

77 **Cancel or 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 C for details of when Entry to the School occurs.

78 **Withdraw or Withdrawal:** means the withdrawal of the Student from the School by the Parents of the Student with or without Notice required under these Terms and Conditions at any time after the Student has entered the School. Please see Section C for details of when Entry to the School occurs.

79 **Cancellation Rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either of the Parents meeting face to face with a member of the School staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We receive Your completed and signed Acceptance Form. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form published on the School website. 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.

80 **Fees in lieu of Notice:** Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following termination by the parents on less than one full Term's Notice or where the Student is excluded for more than 28 days for non-payment of Fees as set out in clause 93. Fees in lieu of Notice is not limited to the parental contribution in the case of a scholarship, bursary or other award or concession. Fees in lieu of Notice are payable immediately in full when the Parents receive the invoice. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.

81 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term.

82 **Termination by the Parents:** except when the Student is to leave at the end of Year 13 or clause 84 below applies, if the Parents wish to Withdraw the Student or Cancel and terminate this contract at any time or after the expiry of the 14 day cancellation period described in clause 79 above if applicable they shall do so either by:

- providing at least one Term's Written Notice.; or
- paying one Term's Fees in lieu of Notice

The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees in lieu of Notice.

83 **Other Notice requirements:** the requirements in clause 82 shall also apply if:

- the Parents or the Student wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding
- the Parents or Student wish(es) to transfer from day status to boarding which in all events shall be subject to availability and at the discretion and approval by the Head. The Head will consider the best interests of the Student and the School in reaching the decision
- following the GCSE year or Year 12, the Student will not return for the following year.

84 **Cancelling a place offered in the Term before Entry:** Except where clause 79 applies, if the offer of a place is made within a Term of Entry, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry but they shall 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.

- 85 **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 is given.
- 86 **Discontinuing Extras:** A Term's Written Notice is required to discontinue music lessons, extra tuition, school transport or a Term's Fees for the music lessons, extra tuition or school transport will be immediately payable.
- 87 **Termination by the School:** The School may terminate this contract:
- on one Term's notice in writing sent by ordinary post. The School will not terminate this contract without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest, less any outstanding balance of Fees; or
 - on reasonable notice if, in the professional opinion of the Head, the School is unable to provide all or a significant proportion of the educational services to the Student; or
 - immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the School or in the case of a Student who holds a Student visa on the basis of sponsorship by the School, where Parents have arranged accommodation for the Student which does not meet the requirements of the Child Student Immigration Rules; or
 - Immediately where after seven days from the School requesting that they do so Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider; or
 - Immediately where either of the Parents has made a false declaration or given a false or misleading disclosure to the School or has failed to disclose to the School anything which they are required to disclose; or
 - Immediately if at any time either of the Parents is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

I Fees

- 88 **Meaning:** "Fee" and "Fees" include alone or in combination any of the: *Registration Fee; the Acceptance Deposit; the Additional Deposit; Tuition Fees; Boarding Fees; Fees for extra tuition; other extras* such as examination entry fees, text books, House charges, clothing and equipment, photographs or other items ordered by the Parents or the Student, or *charges arising in respect of educational visits, or 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), or bank charges arising from default in Fees payment or *late payment charges* if incurred.
- 89 **Payment:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the bill is 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 or where it has reason to believe that it may be unlawful to accept the payment.
- 90 **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.
- 91 **Indemnity:** If the School is required to pay all or part of any sum received against Fees to a third party the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.
- 92 **Refund/Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction of Fees will not be refunded, reduced or waived if a student is absent through sickness/illness; 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; or the School is temporarily closed due to adverse weather conditions or other safety related or good reasons; or for any reason other

than exceptionally and at the sole discretion of the Head in a case of genuine hardship. 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.

- 93 **Exclusion for Non-Payment:** The School may exclude the Student by providing written notice if at any time Fees are overdue for payment including where the School refuses to accept a payment under clause 89. The School may also exclude the Student where 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 there is no right to a Governors' Review. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so. A student who has been excluded at any time when fees are unpaid will be *deemed withdrawn* without Notice twenty-eight days after exclusion and a Term's Fees in lieu of Notice will be payable in accordance with the Provisions about Notice in Section H.
- 94 **Late Payment:** 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 accruing on a daily basis. 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.
- 95 **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 may be applied to any unpaid balance of Fees as set out in clause 94 above.
- 96 **Appropriation:** Payments will usually be allocated by the School to the earliest balance on the Fees account. 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 the Parents.
- 97 **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 separate 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.
- 98 **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.
- 99 **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 its staff reasonably. The terms on which such awards are offered and accepted will be notified to the 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. A copy of the School's Bursary Policy is available on the School website.
- 100 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written Notice of Withdrawal of the Student within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest, less any sums owing to the School.
- 101 **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.
- 102 **Identity of Fees payer:** From time to time, the School may need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees and the Parents agree to provide such information as reasonably requested by the School in this respect.

J Events beyond the control of the Parties

- 103 **Force Majeure:** An event beyond the reasonable control of the School or the Parents is a "Force

Majeure Event" and shall include such events as an act of God, fire, flood, storm, drought, earthquake of other natural disaster, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease (subject to clause 104), failure of utility service or transportation, provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event.

- 104 **Reasonable Modifications:** Any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or students including during or following a Force Majeure Event shall not affect the obligation of the Parents to pay the Fees in accordance with this agreement.
- 105 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its obligations under this contract by a Force Majeure Event, that party (**Affected Party**) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 106 **Continued Force Majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days, from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 107 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 105 may terminate this contract by providing at least three working days' notice in writing to the other party.

K General Contractual Matters

- 108 **Change:** This School, as any other, is likely to undergo a number of changes during the period of this agreement. 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, Regulations, the disciplinary framework, and the length of School Terms without notice to periods. 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 are subject to increase from time to time.
- 109 **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.
- 110 **Consumer Rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone 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.
- 111 **Consultation:** It is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice of a change of ethos or culture, a change in any physical aspect of the School which would have a significant effect on the Student's education or pastoral care or a change of ownership of the School where such changes are not temporary.
- 112 **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 will 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.

- 113 **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 114 **Interpretation:** These Terms and Conditions supersede any 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 these Terms and Conditions.
- 115 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.
- 116 **Jurisdiction:** This contract was made at the School and it, together with each matter 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 non-exclusive jurisdiction of the Courts of England and Wales.